

6-5

**BEFORE THE CODE COMPLIANCE SPECIAL MASTER  
OF THE CITY OF KEY WEST, FLORIDA**

**CITY OF KEY WEST,  
PETITIONER,**

**CASE NUMBER: CES: 15-0828**

**v.**

**T. RYAN CONTRACTING INC.  
C/O TIMOTHY E. GOULD, QUALIFIER  
21423 OVERSEAS HIGHWAY  
CUDJOE KEY, FL 33042  
RESPONDENT.**

---

**RE: 704 CAROLINE STREET  
KEY WEST, FL 33040**

**SETTLEMENT AGREEMENT**

**COMES NOW, the Respondent T. RYAN CONTRACTING INC. C/O  
TIMOTHY E. GOULD, QUALIFIER and the Petitioner CITY OF KEY WEST, and  
enter into this settlement agreement as follows:**

**1. The Respondent was charged via a Notice of Code Violation and  
Administrative Hearing for removing a wood deck without the required HARC Certificate  
of Appropriateness and Building permits. Respondent also performed work beyond the  
scope of his license at the subject property, 704 Caroline Street, Key West, FL on June 23,  
2015.**

**2. The Respondent was charged in the above-styled cause with the following  
violation of the City of Key West Code of Ordinances described in detail in the Notice of  
Code Violation / Notice of Administrative Hearing as summarized as follows:**

**Count 1: Key West Code of Ordinances, Sec. 14-37. A regulation regarding a  
Building permit being required. To Wit: Respondent was in the process of removing a  
wood deck at the subject property without the required demolition permit on June 23,  
2015.**

**Count 2: Key West Code of Ordinances, Sec. 14-40.** A regulation regarding a HARC Certificate of Appropriateness Building permit being required. To Wit: Respondent was in the process of removing a wood deck at the subject property without the required Certificate of Appropriateness on June 23, 2015.

**Count 3: Key West Code of Ordinances, Sec. 18-117.** A regulation regarding a Contractor performing work beyond the scope of his license. To Wit: Respondent was replacing a wood deck without being a licensed contractor at the subject property on June 23, 2015.

3. The Respondent understands that the maximum penalties provided by law which may be imposed upon a finding of a violation which has not achieved compliance within the time frame allowed by the Code Compliance Special Magistrate is Two Hundred and Fifty (\$250.00) per day, per charge, until the violation(s) are found to be in compliance.

4. The Respondent understands a Fine of Two Hundred and Fifty Dollars (\$250.00) will be assessed. Respondent understands that fines could result in judgment enforcement and/or liens against Respondent and any qualified properties in Monroe County, Florida.

5. The parties stipulate to a factual basis for this agreement and agree to a finding of violation by the Special Magistrate for the violations of the Key West Code of Ordinances listed in paragraph two.

6. The Respondent and the Petitioner, City of Key West, enter into the following settlement agreement, to be presented to the Code Compliance Special Magistrate for acceptance:

The Respondent stipulates to the imposition of the Fine in the amount of Two Hundred and Fifty (\$250.00) Dollars. If Respondent is found in violation of Sections 18-37, 18-40 and 18-117 of the City of Key West code of ordinances again in the future, Respondent understands that the violation(s) will be considered as repeat punishable by up to \$500.00 per day, per count.

The Respondent agrees to immediately cease and desist activities that violate the code violation(s) listed in paragraph two (2) at this or any other property in the City of Key West.

The Respondent understands that an order will be entered in this case finding a violation of the code section listed in paragraph two (2). Respondent understands that the Code Compliance Special Magistrate's order will acknowledge the above representations and require the payment of the Two Hundred and Fifty Dollars (\$250.00) within thirty (30) days of the Magistrate's signature below.

7. Other than the settlement agreement set out directly above in paragraph 6, no one has made any promises or guarantees to the Respondent in exchange for not contesting the code violations. No one has threatened the Respondent or in any way forced Respondent to enter into this agreement. Respondent is doing this freely and voluntarily.


8. The Respondent understands that Respondent can contest the violations charged against Respondent. If Respondent elects to contest the violation, Florida Statutes guarantees the Respondent: (a) the right to a hearing before the Code Compliance Special Magistrate, (b) the right to see, hear and face in open court all witnesses called to testify against Respondent, (c) the right to use the power and process of the Code Compliance Special Magistrate to compel the production of any evidence including the attendance of any witnesses in Respondent's favor; and (e) also the right to testify on Respondent's own behalf and confront those witnesses against Respondent. (f)

Further, if found in violation, Respondent would have the right to appeal the finding and order and fines imposed.

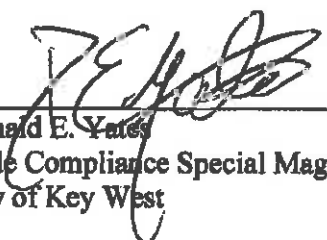
9. The Respondent understands that by accepting this agreement, Respondent gives up these rights and admits the truth of the violation charged against Respondent; the Respondent understands that the effect of accepting this agreement is the same as a finding of code violation after public hearing.

10. The Respondent acknowledges that this agreement is being entered into voluntarily and free of any coercion; no promises were made to induce this agreement. Respondent acknowledges that Respondent has had the right and opportunity to consult with an attorney.

11. The Respondent understands that the Code Compliance Special Magistrate may accept this agreement in Respondent's absence and Respondent waives the right to be present at a public hearing when this agreement is accepted.

  
\_\_\_\_\_  
Signature of Respondent,  
Timothy E. Gould, President  
T. Ryan Contracting, Inc.

  
\_\_\_\_\_  
The City of Key West  
Jim Scholl or Designee

  
\_\_\_\_\_  
Donald E. Yates  
Code Compliance Special Magistrate  
City of Key West

Submitted to and accepted by the Code Compliance Clerk this 24<sup>th</sup> day of

October, 2015

  
\_\_\_\_\_  
Debbie Millett-Fowley



# THE CITY OF KEY WEST

## Code Compliance Division

P.O. Box 1409, Key West, FL 33040

(305) 809-3740 (305) 809-3978 FAX

E-6

### BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE OF THE CITY OF KEY WEST, FLORIDA

CITY OF KEY WEST

FILE NO. 15-828

CERTIFIED MAIL # 7014 3490 0001 9322 9853-  
9877

VS.

T. Ryan Contracting Inc.  
c/o Timothy E Gould, Qualifier  
21423 Overseas Highway  
Cudjoe Key, FL 33042

*Amended*

### FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

This cause having come before the Special Magistrate on October 21, 2015, pursuant to the Florida Statutes Chapter 162 and Article VI et seq of the Key West Code, and the Special Magistrate having received a duly executed settlement agreement by the respondent(s), T. Ryan Contracting Inc./Timothy E Gould and Jim Scholl on behalf of the petitioner, having reviewed said settlement agreement and being otherwise advised of the premises; The Special Magistrate finds that T. Ryan Contracting Inc./Timothy E Gould is in violation of Key West Code of Ordinances, section(s) 14-37, 14-40 and 18-117. In that the following condition(s) exists at 704 Caroline Street, Key West, FL: Count 1: A regulation regarding a building permit being required. Count 2: A regulation regarding a HARC certificate of appropriateness being required. Count 3: A regulation regarding a contractor performing work beyond the scope of his license.

Accordingly it is hereby

ORDERED:

1. The Respondent stipulates to the imposition of the *Fine* ~~Administrative Cost~~ in the amount of \$250.00. If Respondent is found in violation of Sections 14-47, 14-40 and 18-117 again in the future, Respondent understands that the violation(s) will be considered as repeat punishable by up to \$500.00 per day, per count.
2. The Respondent agrees to immediately cease and desist activities that violate the code violation(s) listed in paragraph (1) at this or any other property in the City of Key West.
3. All fines and fees are payable within thirty (30) days from the date of the Special Magistrate's signature on the Settlement Agreement to the City of Key West, Attn: Code Enforcement Division, P. O. Box 1409, Key West, FL 33040.
4. This Order may be recorded in the official records of Monroe County for lien and judgment purposes. This case may serve as a predicate for a repeat violation should similar violations occur in the future as applicable.

Done and Ordered this 21st day of Oct 2015.

The Code Enforcement Special Magistrate of the City of Key West, Florida

Donald E Yates

### Certificate of Order and Service

I hereby certify that this is a true and correct copy of the above Order and that a true and correct copy has been furnished to the Respondent(s) and/or Authorized Representative via certified mail to address of record with the Monroe Property Appraiser's Office on this 22nd day of Oct, 2015.

*Deborah Millett-Fowley*  
Deborah Millett-Fowley, Recording Secretary