



# THE CITY OF KEY WEST

## Code Compliance Division

P.O. BOX 1409  
KEY WEST, FL 33041  
(305) 809-3740

### NOTICE OF ADMINISTRATIVE HEARING

DATE: May 14, 2012  
RE: CASE NUMBER 12-436

CERTIFIED MAIL RECEIPT#: 7007 3020 0000 5345 6134

To:  
James E & Laura D Thornbrugh  
317 Blackbeard Road  
Little Torch Key, FL 33042

Subject Address:  
2016 Roosevelt Drive  
Key West, FL 33040

**TAKE NOTICE** that the City of Key West Code Compliance Division has requested the City of Key West Special Magistrate to conduct an administrative hearing regarding code violation(s) reported to you by **NOTICE OF CODE VIOLATION** concerning the above noted subject address. You were noticed that your property is in violation of the City of Key West Code of Ordinances for the following reason(s):

**Count 1:** Your business tax receipt to rent this property non-transiently expired on September 30, 2011.

#### **Sec. 66-102 Dates due and delinquent; penalties.**

(a) All licenses shall be sold by the city beginning August 1 of each year, are due and payable on or before September 30 of each year, and expire on September 30 of the succeeding year. If September 30 falls on a weekend or holiday, the tax is due and payable on or before the first working day following September 30. Licenses that are not renewed when due and payable are delinquent and subject to a delinquency penalty of ten percent for the month of October, plus an additional five percent penalty for each subsequent month of delinquency until paid. However, the total delinquency penalty may not exceed 25 percent of the business tax for the delinquent establishment.

(b) Any person who engages in or manages any business, occupation, or profession without first obtaining a local business tax receipt, if required, is subject to a penalty of 25 percent of the license due, in addition to any other penalty provided by law or ordinance.

(c) Any person who engages in any business, occupation, or profession covered by this article who does not pay the required business tax within 150 days after the initial notice of tax due and who does not obtain the required business tax receipt is subject to civil actions and penalties, including court costs, reasonable attorneys' fees, additional administrative costs incurred as a result of collection efforts, and a penalty of up to \$250.00.

A handwritten signature or initials in the bottom right corner of the page.

**To Wit:** Keys Energy Services shows lease agreements between tenants, Amber Lee Stephenson, Apt A; Chevelle Yvette Quarles, Apt B; and Laura D Thornbrugh, property owner and landlord.

**For Your Information:** There are three non-transient rental units with the "front" unit vacant.

**Corrective Action:** Pay the back fines and fees for the two rented non-transient units immediately.

**Count 2:** The solid waste account is past due.

**Sec. 58-63. - Delinquency.**

(a) Solid waste charges shall become delinquent 20 days after date of billing.

(b) Any solid waste service charge which becomes delinquent shall be assessed a one-time penalty charge, which shall appear on the next billing statement, of the greater of \$5.00 or 15 percent of the delinquent service charge amount. If any rates, fees or charges established for the use and privilege of use of the city solid waste collection system shall not be paid within 30 days after the rates, fees or charges shall become due and payable, the city may, at the expiration of such 30-day period and after 15 days' written notice, which notice may be given and may run within the 30-day period, disconnect the premises from the sewer system for which the solid waste rates, fees or charges have not been paid. The owner of the premises may cause to have his premises reconnected at his own expense with the sewer system, provided that the owner pays to the city its actual cost of disconnecting the premises and all delinquent solid waste rates, fees or charges.

**To wit:** Payment needs to be made to bring the account up to date. The combined amount due (sewer and solid waste) is \$7,358.71.

**Count 3:** The sewer account is past due.

**Sec. 74-206. - Owner's responsibility for payment.**

The owner of the property being served the city sewer system shall be responsible for payment of all amounts due from rates and charges established by this article.

**To wit:** Payment needs to be made to bring the account up to date. The combined amount due (sewer and solid waste) is \$7,358.71.

In accordance with Florida Statutes § 162 and Code of Ordinances, City of Key West, § 2-631 through § 2-647, The City of Key West has scheduled a hearing to be held at **Old City Hall, 510 Greene Street, Key West, Florida at 1:30 P.M. on:**

**June 12, 2012**

The Chambers will be open at 1:00 PM. These proceedings may be televised.

The purpose of this hearing is to determine if a violation(s) exists, the appropriate action to be taken, if any is required, and if any fines or penalties are to be imposed. **YOU ARE REQUESTED TO APPEAR AT THIS HEARING** to present evidence and/or testimony to show cause, if any, why you should not comply with City Ordinances. **YOUR FAILURE TO APPEAR MAY RESULT IN A FINE OR PENALTY BEING IMPOSED AGAINST YOU AND A LIEN BEING IMPOSED UPON YOUR PROPERTY.**

You have a right to have an attorney present at the hearing. If an attorney represents you, your attorney must file written notice with this office prior to the hearing date.

If you intend to request a continuance from the Hearing Date set out above you must submit a written request for a continuance addressed to the Special Magistrate and mailed to PO Box 1409, Key West, FL 33041 or delivered to the Special Magistrate's Legal Analyst at 3139 Riviera Drive, Key West, FL 33040. All requests must be received at least five (5) working days prior to the Hearing Date set out above. If the request is not received five (5) working days prior to the Hearing Date you or your attorney must appear on the Hearing Date to petition the Special Magistrate for a continuance. If any continuance is granted this will not stay discovery and all records previously requested must be supplied to the City or formally objected to.

**Be advised that, if you decide to appeal any decision of the Special Magistrate in this code enforcement hearing, you shall be responsible to ensure that a verbatim record of the proceedings of this code enforcement hearing is made, such that any evidence and testimony upon which an appeal may be based can be submitted to the appellate court.**

If you are found to be in violation of City of Key West Ordinances, administrative costs in the amount of **\$250.00** may be levied for administrative recovery for prosecution and investigation in addition to levied fines associated with the violation(s). **Failure to pay these costs will result in a lien against the property in violation.**

**PER FLORIDA STATUTES SECTION 162.09, YOUR FAILURE TO CORRECT THE VIOLATION (S) MAY RESULT IN THE IMPOSITION OF A FINE OF UP TO \$250.00/DAY, AND \$500.00/DAY FOR A REPEAT VIOLATION. IF THE VIOLATION (S) IS IRREPARABLE OR IRREVERSIBLE, A FINE OF UP TO \$5000.00 MAY BE IMPOSED BY THE SPECIAL MAGISTRATE. FINES MAY BE IMPOSED ON A PER DAY/ PER VIOLATION BASIS.**



Barbara Meizis  
Code Compliance Officer  
City of Key West

*Hand served this* \_\_\_\_\_ *day of* \_\_\_\_\_, 2012 @ \_\_\_\_\_ *am/pm.*

*Received by:* \_\_\_\_\_ *Served By:* \_\_\_\_\_

- ★ Account 37314-18659
- Accounts receivables
- Consumption
- SE SEWER 80%
- Credit history data
- Deposits
- Pending transactions
- Recent activity

**Customer Information**

Customer name: THORNBROUGH, JAMES E & LAURA  
 Billing address: 1203 VIRGINIA ST  
 KEY WEST, FL 33040  
 Carrier routes: (305) 296-9803  
 Phone number:

**Customer Alerts**

Confidential: No  
 Cash only: No  
 IDB account: No  
 Special code: No  
 Budget billing: No  
 Special notes: No  
 NSF count: No

**Customer Account Information**

Current balance: 7,548.54  
 Deferred amount: 0.00  
 Amount due: 7,548.54  
 Pending: 0.00  
 Delinquent amount: 7,358.71  
 Last notice: 5/21/12  
 Cutoff date:

**Service Summary**

Service address: 2016 ROOSEVELT DR. KEY WEST  
 Initiation date: 1/09/2007  
 Account status: ACTIVE  
 Customer type: OM OWNER  
 Service: Rate Group Status Meter

Trm Type	Type	Trm Date	Description	Bill Date	Due Date	Amount	Running Balance
BL	BILL	4/25/12	CYCLE BILL	4/26/12	5/21/12	189.83	7,548.54
SP	AdJ	4/25/12	SEWER PENALTY	3/29/12		12.99	7,358.71
WP	AdJ	4/25/12	STORM WATER PENALTY	3/29/12		1.15	7,345.72
EP	AdJ	4/25/12	GARBAGE PENALTY	3/29/12		11.97	7,332.60
BL	BILL	3/28/12	CYCLE BILL	3/29/12	4/23/12	16.64	7,143.14
SP	AdJ	3/23/12	SEWER PENALTY	2/28/12		1.15	7,126.50
WP	AdJ	3/23/12	STORM WATER PENALTY	2/28/12		11.97	7,113.38
GP	AdJ	3/23/12	GARBAGE PENALTY	2/28/12		14.65	6,884.98
BL	BILL	2/23/12	CYCLE BILL	2/23/12	3/21/12	1.15	6,883.83
SP	AdJ	2/23/12	SEWER PENALTY	1/30/12		11.97	6,871.86
WP	AdJ	2/23/12	STORM WATER PENALTY	1/30/12		200.50	6,671.36
GP	AdJ	2/23/12	GARBAGE PENALTY	1/30/12		15.20	
BL	BILL	1/27/12	CYCLE BILL	1/30/12	2/21/12		
SP	AdJ	1/25/12	SEWER PENALTY	12/29/11			

Print

Cancel

OK

Exit

Next customer

Select customer

Next location

Select location

Consumption history

Consumption history

Jump setup

License Master Inquiry

16:09:13

Business control nbr . . : 2565  
License number . . . . . : 11 00021020  
Pin number . . . . . : 4568

Last activity:  
Updated: 04/26/12 by KEYWKGP

Business name & address  
THORNBRUGH, JAMES & LAURA  
2016 ROOSEVELT DR  
KEY WEST FL 33040

Mailing address  
1203 VIRGINIA ST  
KEY WEST FL 33040

Classification . . . . . : 10B RENTAL-NON-TRANSIENT RESIDENTIAL  
Exemption applied . . . . . :  
License status, date . . . : SECOND RENEWAL MAILED 3/09/12  
Appl, issue date . . . . . : 3/22/11 3/22/11  
Expiration, valid thru . . : 9/30/11 9/30/11

Date renewal printed . . . : 11/14/11  
Date printed, reprinted . . : 3/22/11  
Prior license . . . . . : 10 00021020

Municipal code reference :

Press Enter to continue.

More...

F3=Exit F5=Additional charges F6=Charges F7=Miscellaneous information  
F8=Business inquiry F9=Additional requirements F10=Receipts F24=More keys

Business control nbr . . . : 2565  
License Number . . . . . : 11 00021020  
Business name . . . . . : THORNBRUGH, JAMES & LAURA

Renew/transfer date . . . : License . . . . . :  
Print flag . . . . . : N

Applicant/qualifier  
JAMES THORNBRUGH - Phone . . . . . :  
LAURA THORNBRUGH

Email address . . . . . :  
License comments . . . . . : THREE NONTRANSIENT RENTAL UNITS  
License restrictions . . . :

Press Enter to continue. More...  
F3=Exit F5=Additional charges F6=Charges F7=Miscellaneous information  
F8=Business inquiry F9=Additional requirements F10=Receipts

Quick Info | Account Details

Service Location Info

Account Number: 4382594 | Occupant: 31 | Name: AMBER LEE STEPHENSON | Customer: 548599

House #: 2016 | Mod: | Street: ROOSEVELT DR | Apt: A | Region: | Home phone: (305)896-4659

City: KEENEWEST | State: FL | Zip: 33040

Ready

Service Summary (BROWSE) | Service Details (BROWSE)

(1 of 1) | Dep Calc | Voluntary

Main | Detail | Balances / Aging

Billing Information

ELECTRIC	Total	0.00	Current	0.00	Overdue	0.00	Interest	0.00	Late Charge	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Main | Additional

Service Information

Service	E	ELECTRIC
Location	In City	
Category	RESIDENTIAL	
Bill code	110	RESIDENTIAL
Bill period	1	MONTHLY BILLING
SIC code	1	RESIDENTIAL

No units	1
Start	2011-12-30
Final	
Final pend	
Inactive from	
Inactive to	

Disconnect Code	N
Reason	NO
Date	
Reconnect	

Exemptions

Late pay	N
Interest	N
Estimate	N

Notices

Current	N	1	N	2	N	3	N
Prior	S		S		S		S

Deposits

On file	125.00
Required	0.00
To collect	0.00

Readings

Last read	2012-02-06
Last billed	2012-02-13
Amount	91.29
Last payment	2012-02-24
Amount	91.29
Due date	2012-03-10

**Lead Sheets  
"Proof of Ownership"**



\* 4 3 8 2 5 9 4 3 1 \*



\* P R O O F O F O W N E R S H I P \*



\* G O N Z A Z \*

**Account Number:** 4382594-31

**Documents subtypes**

- Warranty Deeds
- Lease Agreements
- Rent Receipts
- Property Management Agreements



# Residential Lease

1900 b/k  
ROOSEVELT  
DRIVE

## APARTMENT – CONDOMINIUM – HOUSE

BY THIS AGREEMENT made and entered into on Dec 28 , 2011, between KCTD, herein referred to as Lessor, and Amber Stephenson, herein referred to as Lessee. Lessor leases to Lessee the premises situated at 2016 upstairs , in the City of Key West, County of Monroe, State of FL, and more particularly described as follows: together with all appurtenances, for a term of 1 years, to commence on January 1, 2012, and to end on December 31, 2012 , at 12 o'clock a .m.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of seven hundred Dollars (\$700) per month in advance on the 1st day of each calendar month beginning Jan 1 , 2012, at 1203 Virginia St, City of KW, State of FL, or at such other place as Lessor may designate.
2. **Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to KCTD.
3. **Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of one hundred Dollars (\$100 ).
4. **Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of thirty Dollars (\$30) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.
5. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor Dollars (\$0), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.
6. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
7. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

**31. Abandonment.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his or her option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his or her discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

**32. Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

**33. Radon Gas Disclosure.** As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit."

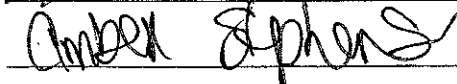
**34. Lead Paint Disclosure.** "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

**35. Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**36. Other Terms:**

IN WITNESS WHEREOF, the parties have executed this lease the day and year first written above.

Lessor:  305 797 5087

Lessee: 

Lessee: \_\_\_\_\_

### Billing Information

ELECTRIC	Total	58.11	Current	58.11	Overdue	0.00	Interest	0.00	Late Charge	0.00
		58.11		58.11		0.00		0.00		0.00

Main		Additional	
Service	ELECTRIC	No units	1
Location	In City	Start	2011-02-01
Category	RESIDENTIAL	Final	
Bill code	110	Final pend:	
Bill period	1	Inactive from:	
SIC code	1	Inactive to:	

Disconnect	Code:	Reason:	Date:	Reconnect:
	N	No		

Exemptions		Notices:	
Late pay:	N	Current:	1
Interest:	N	Prior:	2
Estimate:	N	Deposits:	
Disconnect:		On file:	125.00
Reason:		Required:	0.00
Taxes:	N	To collect:	0.00
Reason:			

Readings	
Last read:	2012-02-06
Last billed:	2012-02-13
Amount:	58.11
Last payment:	2012-02-01
Amount:	136.07
Due date:	2012-03-10

**Lead Sheets  
"Proof of Ownership"**



**Account Number:** 4382592-26

**Documents subtypes**

- Warranty Deeds
- Lease Agreements
- Rent Receipts
- Property Management Agreements

# Residential Lease

## APARTMENT – CONDOMINIUM – HOUSE

**BY THIS AGREEMENT** made and entered into on Jan 25 , 2011, between Laura Thornbrugh , herein referred to as Lessor, and Chevelle Quarles, herein referred to as Lessee. Lessor leases to Lessee the premises situated at 2016 Roosevelt Dr , in the City of Key West, County of Monroe, State of FL, and more particularly described as follows: together with all appurtenances, for a term of 1 years, to commence on Feb 01, 2011, and to end on Jan 31, 2012 , at 12 o'clock a.m.

**1. Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of nine hundred Dollars (\$900.00) per month in advance on the Feb 1 day of each calendar month beginning Feb 01 , 2011, at 1203 Virginia St City of Key West, State of FL, or at such other place as Lessor may designate.

**2. Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to Laura Thornbrugh.

**3. Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of one hundred Dollars (\$100.00 ).

**4. Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of thirty Dollars (\$30.00) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

**5. Security Deposit.** On execution of this lease, Lessee deposits with Lessor zero Dollars (\$0), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

**6. Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

**7. Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

**31. Abandonment.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his or her option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his or her discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of

re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

**32. Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

**33. Radon Gas Disclosure.** As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit."

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**35. Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**36. Other Terms:**

**IN WITNESS WHEREOF,** the parties have executed this lease the day and year first written above.

Lessor:

Lessee:

**Service Location Info**  
 Account Number: 4382590  
 Occupant: 28  
 Name: LAURAD THORNERUGH  
 Customer: 532779  
 House #: 2016  
 Mod: [ ]  
 Street: ROOSEVELT DR  
 Apt: FRNT  
 Region: [ ]  
 City: KEY WEST  
 State: FL  
 Zip: 33040  
 Home phone: (305)296-9803

**Service Summary (BROWSE)** | Service Details (BROWSE)  
 (1 of 1) | Dep Calc | Voluntary

**Billing Information**  
 Main | Detail | Balances / Aging

ELECTRIC	Total	0.00	Current	0.00	Overdue	0.00	Interest	0.00	Late Charge	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**Main | Additional | Service Information**  
 Service: ELECTRIC  
 Location: In City  
 Category: RESIDENTIAL  
 Bill code: RESIDENTIAL  
 Bill period: MONTHLY BILLING  
 SIC code: RESIDENTIAL

**Disconnect**  
 Code: [ ]  
 Reason: [ ]  
 Date: [ ]  
 Reconnect: [ ]

**No units:**  
 Start: 2012-02-29  
 Final: [ ]  
 Final period: [ ]  
 Inactive from: [ ]  
 Inactive to: [ ]

**Readings**  
 1 [ ] 2 [ ] 3 [ ]  
 Last read: [ ]  
 Last billed: [ ]

**Exemptions**  
 Late pay: [ ]  
 Interest: [ ]

**Notices:**  
 Current: [ ]  
 Prior: [ ]

**Lead Sheets  
"Proof of Ownership"**



**Account Number:** 4382590-28

**Documents subtypes**

- Warranty Deeds
- Lease Agreements
- Rent Receipts
- Property Management Agreements





**THE CITY OF KEY WEST**  
**Code Compliance Division**  
P.O. BOX 1409  
KEY WEST, FL 33041  
(305) 809-3740

**NOTICE OF ADMINISTRATIVE HEARING**

DATE: May 14, 2012  
RE: CASE NUMBER 12-436

CERTIFIED MAIL RECEIPT#: 7007 3020 0000 5345 6127

To:  
James E & Laura D Thornbrugh  
1203 Virginia Street  
Key West, FL 33040

Subject Address:  
2016 Roosevelt Drive  
Key West, FL 33040

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(b) Any person who engages in or manages any business, occupation, or profession without first obtaining a local business tax receipt, if required, is subject to a penalty of 25 percent of the license due, in addition to any other penalty provided by law or ordinance.

(c) Any person who engages in any business, occupation, or profession covered by this article who does not pay the required business tax within 150 days after the initial notice of tax due and who does not obtain the required business tax receipt is subject to civil actions and penalties, including court costs, reasonable attorneys' fees, additional administrative costs incurred as a result of collection efforts, and a penalty of up to \$250.00.

**To Wit:** Keys Energy Services shows lease agreements between tenants, Amber Lee Stephenson, Apt A; Chevelle Yvette Quarles, Apt B; and Laura D Thornbrugh, property owner and landlord.

For Your Information: There are three non-transient rental units with the "front" unit vacant.

Corrective Action: Pay the back fines and fees for the two rented non-transient units immediately.

**Count 2:** The solid waste account is past due.

**Sec. 58-63. - Delinquency.**

(a) Solid waste charges shall become delinquent 20 days after date of billing.

(b) Any solid waste service charge which becomes delinquent shall be assessed a one-time penalty charge, which shall appear on the next billing statement, of the greater of \$5.00 or 15 percent of the delinquent service charge amount. If any rates, fees or charges established for the use and privilege of use of the city solid waste collection system shall not be paid within 30 days after the rates, fees or charges shall become due and payable, the city may, at the expiration of such 30-day period and after 15 days' written notice, which notice may be given and may run within the 30-day period, disconnect the premises from the sewer system for which the solid waste rates, fees or charges have not been paid. The owner of the premises may cause to have his premises reconnected at his own expense with the sewer system, provided that the owner pays to the city its actual cost of disconnecting the premises and all delinquent solid waste rates, fees or charges.

**To wit:** Payment needs to be made to bring the account up to date. The combined amount due (sewer and solid waste) is \$7,358.71.

**Count 3:** The sewer account is past due.

**Sec. 74-206. - Owner's responsibility for payment.**

The owner of the property being served the city sewer system shall be responsible for payment of all amounts due from rates and charges established by this article.

**To wit:** Payment needs to be made to bring the account up to date. The combined amount due (sewer and solid waste) is \$7,358.71.

In accordance with Florida Statutes § 162 and Code of Ordinances, City of Key West, § 2-631 through § 2-647, The City of Key West has scheduled a hearing to be held at **Old City Hall, 510 Greene Street, Key West, Florida at 1:30 P.M. on:**

**June 12, 2012**

The Chambers will be open at 1:00 PM. These proceedings may be televised.

The purpose of this hearing is to determine if a violation(s) exists, the appropriate action to be taken, if any is required, and if any fines or penalties are to be imposed. **YOU ARE REQUESTED TO**

**APPEAR AT THIS HEARING** to present evidence and/or testimony to show cause, if any, why you should not comply with City Ordinances. **YOUR FAILURE TO APPEAR MAY RESULT IN A FINE OR PENALTY BEING IMPOSED AGAINST YOU AND A LIEN BEING IMPOSED UPON YOUR PROPERTY.**

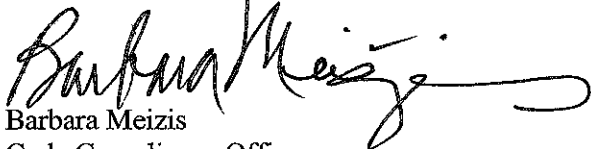
You have a right to have an attorney present at the hearing. If an attorney represents you, your attorney must file written notice with this office prior to the hearing date.

If you intend to request a continuance from the Hearing Date set out above you must submit a written request for a continuance addressed to the Special Magistrate and mailed to PO Box 1409, Key West, FL 33041 or delivered to the Special Magistrate's Legal Analyst at 3139 Riviera Drive, Key West, FL 33040. All requests must be received at least five (5) working days prior to the Hearing Date set out above. If the request is not received five (5) working days prior to the Hearing Date you or your attorney must appear on the Hearing Date to petition the Special Magistrate for a continuance. If any continuance is granted this will not stay discovery and all records previously requested must be supplied to the City or formally objected to.

**Be advised that, if you decide to appeal any decision of the Special Magistrate in this code enforcement hearing, you shall be responsible to ensure that a verbatim record of the proceedings of this code enforcement hearing is made, such that any evidence and testimony upon which an appeal may be based can be submitted to the appellate court.**

If you are found to be in violation of City of Key West Ordinances, administrative costs in the amount of **\$250.00** may be levied for administrative recovery for prosecution and investigation in addition to levied fines associated with the violation(s). **Failure to pay these costs will result in a lien against the property in violation.**

**PER FLORIDA STATUTES SECTION 162.09, YOUR FAILURE TO CORRECT THE VIOLATION (S) MAY RESULT IN THE IMPOSITION OF A FINE OF UP TO \$250.00/DAY, AND \$500.00/DAY FOR A REPEAT VIOLATION. IF THE VIOLATION (S) IS IRREPARABLE OR IRREVERSIBLE, A FINE OF UP TO \$5000.00 MAY BE IMPOSED BY THE SPECIAL MAGISTRATE. FINES MAY BE IMPOSED ON A PER DAY/ PER VIOLATION BASIS.**



Barbara Meizis  
Code Compliance Officer  
City of Key West

Hand served this \_\_\_\_\_ day of \_\_\_\_\_, 2012 @ \_\_\_\_\_ am/pm.

Received by: \_\_\_\_\_ Served By: \_\_\_\_\_