



# THE CITY OF KEY WEST

## **Code Compliance Division**

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

**(305) 809-3740 (305) 809-3739 FAX**

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

CITY OF KEY WEST

FILE NO. 10-1537

CERTIFIED MAIL # 7007 3020 0000 5346 4009

7007 3020 0000 5346 4016

VS.

Peter Brawn, Property Owner  
c/o Bob Kelly  
525 Caroline Street  
Brawn Property Management  
c/o Susan Cardenas, R/A  
212 Simonton Street  
Key West, FL 33040

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

This cause having come before the Special Magistrate on April 27, 2011, 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, Peter Brawn and Mark Finigan on behalf of the petitioner, and having reviewed said settlement agreement and being otherwise advised of the premises; The Special Magistrate finds that Peter Brawn is in violation of Key West Code of Ordinances, section(s) 18-601, 122-1371(d)(9) and 122-1371 (d)(1). In that the following condition(s) exists at 223 Ann Street, Key West, FL: A transient license is required for short term rentals. For holding out a residential dwelling for transient rentals. A medallion must be prominently displayed on the outside of the property for transient rentals.

Accordingly it is hereby

#### **ORDERED:**

1. That you pay a \$250.00 Administrative Fee. Also imposed is a fine of \$5,400.00 which represents the rental contract amount. An irreparable fine of \$5,000 will be suspended for twenty four (24) months. All fines and fees are payable within thirty (30) days from the date of this order to the City of Key West, Attn: Code Enforcement Division, P. O. Box 1409, Key West, FL 33040.
2. The Respondent is further ordered to contact the City of Key West Code Inspector to verify compliance, which may include an inspection. Any continuing fine imposed shall continue to accrue until such time as the Code Inspector inspects the property and verifies compliance with this Order. 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.
3. If you request that the fine be reduced or mitigated you must be in compliance and you must request in writing to appear before the Special Magistrate two weeks prior to a hearing to show cause why said fine should be mitigated.

Done and Ordered this 29th day of April 2011.

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

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J. Jefferson Overby

#### 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 2nd day of May, 2011.

Deborah Millett-Fowley  
Deborah Millett-Fowley, Recording Secretary

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

**CITY OF KEY WEST,  
PETITIONER,**

**CASE NUMBER: CES: <sup>10</sup>~~11~~-1537**

**v.**

**PETER BRAWN, property owner  
c/o BOB KELLY  
525 CAROLIN E STREET  
KEY WEST, FL 33040;  
SUSAN HETZEL, property manager for  
BRAWN PROPERTY MANAGEMENT, INC.  
410 CAROLINE STREET  
KEY WEST, FL 33040; BRAWN PROPERTY  
MANAGEMENT, INC. c/o SUSAN CARDENAS,  
REGISTERED AGENT  
212 SIMONTON STREET  
KEY WEST, FL 33040  
RESPONDENT(S). /**

**SETTLEMENT AGREEMENT**

**COMES NOW**, the Respondent(s) PETER BRAWN, SUSAN HETZEL and BRAWN PROPERTY MANAGEMENT and the City of Key West and enters into this Settlement Agreement as follows:

1. The Respondents were charged via a Notice of Code Violation & Notice of Hearing for conducting an unlawful transient rental at 223 Ann Street, Key West, FL from March 12 to March 18, 2011.
2. The Respondents were charged in the above-styled cause with the following violations of the City of Key West Code of Ordinances described in detail in the Notice of Irreparable Code Violation / Notice of Administrative Hearing summarized as follows:  
**Count 1:** Irreparable violation of Key West Code of Ordinances, Sec. 18-601, A regulation regarding a transient license required for the short – term rental of a residential property from March 12 to March 18, 2011.

**Count 2:** Irreparable violation of Key West Code of Ordinances, Sec. 122-1371(d)(9), A regulation regarding the holding out of a residential dwelling for transient rental if the property is not so permitted for the following dates: March 12 to March 18, 2011.

**Count 3:** Irreparable violation of Key West Code of Ordinances, Sec. 122-1371(d)(1), A regulation regarding that each residential property where transient lodging use is in effect shall prominently display on the outside of the property a medallion alerting the public of the transient use for the following dates: March 12 to March 18, 2011.

3. We understand that the maximum penalties provided by law which may be imposed upon a finding of an irreparable first violation which has not achieved compliance within the time frame allowed by the Code Compliance Special Magistrate is \$250.00 per day, per charge, until the violations are found to be in compliance in addition to \$5,000.00 per day per charge for any irreparable violations and \$250.00 administrative costs per case. The total exposure in this case is \$31,750.00.
4. We understand Administrative Costs in the amount of \$250.00 incurred by the City of Key West for the investigation or prosecution of this violation will be assessed and that Fines and Costs could result in judgment enforcement and/or liens against us and our properties.
5. The parties stipulate to a factual basis for this Agreement and agree to a finding of violation by the Special Magistrate for violations of the Key West Code of Ordinances listed in paragraph two.
6. The Respondents and the Petitioner, City of Key West, enter into the following Settlement Agreement, to be presented to the Code Compliance Special Magistrate for acceptance:
  - a) The Respondents agree to the joint and several imposition of the Administrative Cost in the amount of Two Hundred Fifty Dollars

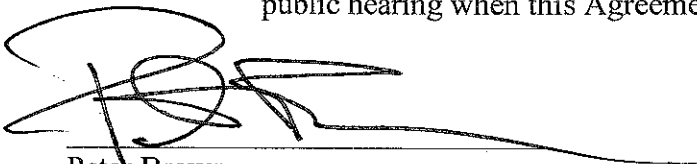
(\$250.00), and a fine of Five Thousand, Four Hundred Dollars (\$5,400.00); which represents the rental contract amount for a total of Five Thousand, Six Hundred Fifty Dollars (\$5,650.00). An irreparable fine of Five Thousand Dollars (\$5,000.00) will be suspended for twenty-four (24) months. If the Respondents are found in violation of the above referenced violations again within twenty-four (24) months of the magistrate's signature below, or if the Respondents are otherwise found to be in violation of this Agreement by a judge of competent jurisdiction, the Parties understand that the Five Thousand Dollar (\$5,000.00) suspended fine will be imposed in addition to any new fines. If the Respondents are found in violation of Sections 18-601, 122-1371(d)(9), or 122-1371(d)(1) again in the future, the Respondents understand that any new violations will be considered repeat violations.

- b) The Respondents agree to immediately cease and desist activities that violate the Code Violation(s) listed in paragraph two.
- c) The Respondents understand that an Order will be entered in this case finding violations of the Code Sections listed in paragraph two that are irreparable in nature. We understand that the Code Compliance Special Magistrate's Order will acknowledge the above representations and require the payment of the Five Thousand Six Hundred and Fifty Dollars (\$5,650.00) 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 Respondents in exchange for not contesting the Code Violations. No one has threatened the Respondents or in any way forced them to enter into this agreement. The Respondents are doing this freely and voluntarily.
- 8. The Respondents understand that they can contest the violations charged against them. If the Respondents chose to contest the violations, Florida Statutes guarantees them the right to a hearing before the Code Compliance Special

Magistrate, the right to see, hear and face in open court all witnesses called to testify against them, 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 their favor, and the right to testify on their own behalf and confront those witnesses against them. Further, if found in violation, the Respondents would have the right to appeal the Finding and Order and fines imposed.

9. The Respondents understand that by accepting this Agreement, they give up these rights and admit the truth of the violation charged against them. The Respondents further understand that the effect of accepting this Agreement is the same as a Finding of Code Violation after public hearing.
10. The Respondents acknowledge that this Agreement is being entered into freely, knowingly, voluntarily and free of any coercion; no promises were made to induce this Agreement. Respondents acknowledge that they have had the right to consult with an attorney and have done so.
11. The parties understand that the Code Compliance Special Magistrate may accept this Agreement in our absence and they hereby waive the right to be present at a public hearing when this Agreement is accepted.



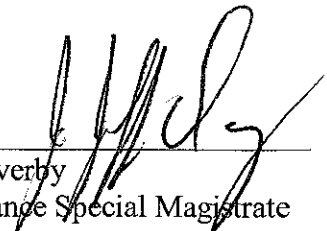
Peter Brawn  
Respondent



Jim Scholl or Designee  
City of Key West

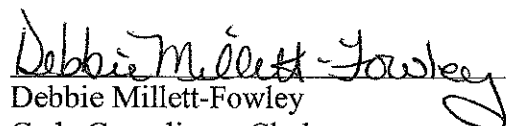
Susan Hetzel  
Respondent

Done and Ordered by the Code Compliance Special Magistrate for the City of Key West, Florida  
this 27th day of April, 2011



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J. Jefferson Overby  
Code Compliance Special Magistrate



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Debbie Millett-Fowley  
Code Compliance Clerk