

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: May 16, 2007 - KL

Division: County Attorney

Bulk Item: Yes XX No     

Staff Contact Person: Pedro J. Mercado

---

**AGENDA ITEM WORDING:**

Approval of proposed settlement agreement in the Code Enforcement case of Monroe County, Florida v. Gerold Krause, Case No. CEO4090031.

---

**ITEM BACKGROUND:**

On September 7, 2004 the Code Enforcement Department received a complaint that Mr. Krause's dock had broken apart and was hitting a neighbor's dock. Code Enforcement went out and confirmed that the dock had broken apart and was an unsafe structure. At the time, the initial violation was discovered, Gerold Krause was out of the country and eventually, in order to comply with statutory notice requirements, the Code Enforcement Inspector posted a notice on the property. Before that violation was moved forward to a hearing, Mr. Krause had the old damaged dock demolished and built an entirely new dock with davits. The previous notice of violation for the unsafe dock was amended and Mr. Krause was then cited for building a dock without a permit. Mr. Krause's property was again posted and the case was heard before the Special Magistrate on December 1, 2005. The Special magistrate found a violation of County Code 9.5-111 for building the dock without benefit of permit. Compliance was set for January 19, 2006 after which a fine would run in the amount of \$300.00 per day. The property was finally brought into compliance on March 22, 2007, at which time the fine had accrued in the amount of \$125,700. During most, if not the entire period of time this case was active, Gerold Krause was, according to his family members, in Costa Rica. His absence played the primary role in the delay in bringing the property into compliance. In fact, Rudy Krause, a family member of Gerold Krause, is the person responsible for bringing the property into compliance. Gerold Krause has had intermittent contact with the Code Enforcement Department and has stated that he has had some medical issues. It was not until Rudy Krause became actively involved in this matter that the violation was brought into compliance. This violation has taken an inordinate amount of time to be brought into compliance, however given Gerold Krause's poor health and Rudy Krause's diligent action, staff recommends that the case be settled for ten percent of the total which is \$12,570.00.

---

**PREVIOUS RELEVANT BOCC ACTION:** None.

---

**CONTRACT/AGREEMENT CHANGES:** None.

---

**STAFF RECOMMENDATIONS:** Approval.

---

**TOTAL COST:** N/A

**BUDGETED:** Yes      No     

**COST TO COUNTY:** N/A

**SOURCE OF FUNDS:**                     

**REVENUE PRODUCING:** Yes      No XX

**AMOUNT PER MONTH**            **Year**           

**APPROVED BY:** County Atty X OMB/Purchasing      Risk Management     

**DOCUMENTATION:** Included X Not Required     

**DISPOSITION:**                                     

**AGENDA ITEM #**

**BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE  
OF MONROE COUNTY, FLORIDA  
The Honorable Larry J. Sartin, Presiding**

**MONROE COUNTY, FLORIDA**

**Petitioner,**

**vs.**

**CASE NO.: CE04090031**

**GEROLD KRAUSE,**

**Respondent.**

\_\_\_\_\_ /

**SETTLEMENT AGREEMENT**

The Petitioner, Board of County Commissioners of Monroe County and Gerold Krause, Respondent, hereby agree to settle the code enforcement lien imposed in the above-referenced case by the Special Magistrate against property owned by the Respondent as follows:

1. The parties agree to settle the code enforcement lien for \$12, 570.00.
2. The property in question has a legal description of 357 SAWYER DRIVE, CUDJOE GARDENS, A/K/A BK3, LT 20, CUDJOE GARDENS, 2<sup>ND</sup> ADDN, CUDJOE KEY, MONROE COUNTY, FLORIDA (RE#:00173630-000000).
3. Upon approval of this agreement by the Board of County Commissioners, the Respondent shall remit a check in the amount of \$12,570.00 made payable to the Board of County Commissioners.
4. Once the aforementioned check has cleared, the County will issue to the Respondent a release and satisfaction of said lien for filing by the Respondent in the Official Records of Monroe County.
5. The County will file a copy of the release and satisfaction in the official Code Enforcement file.

6. By entering into this agreement, the each party agrees to waive any and all claims that it could have raised and/or potential claims that it might have been able to raise as a result of the above-captioned code enforcement case.
7. Both parties warrant that they have had an opportunity to consult with counsel before entering into this agreement.
8. Each party agrees to bear its own costs and attorney's fees other than as specified in this agreement.

**ATTEST:**  
**DANNY L. KOLHAGE**  
 CLERK:

**BOARD OF COUNTY COMISSIONERS**  
**OF MONROE COUNTY**

By: \_\_\_\_\_  
**Deputy Clerk**

By: \_\_\_\_\_  
**Mario DiGennaro, Mayor**

Dated \_\_\_\_\_

Gerold W Krause Respondent  
**Gerold Krause**

Whitney Meehan  
**Notary Public**

By: Gerold W. Krause 4/19/07  
**(date)**

**This document was approved as to form by:**

Pedro J. Mercado  
 Pedro J. Mercado, Esq.  
 Assistant County Attorney  
 Florida Bar No.: 0084050  
 P.O. Box 1026  
 Key West, FL 33041-1026  
 (305) 292-5046

NOTARY PUBLIC-STATE OF FLORIDA  
 Whitney Meehan  
 Commission # DD584467  
 Expires: SEP 24, 2010  
 BONDED THRU ATLANTIC BONDING CO., INC.