

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 11/17/15

Division: Growth Management/Code

Bulk Item: Yes No

Staff Contact /Phone #: Steve Williams; 292-3470

AGENDA ITEM WORDING: Approval of a mediated settlement agreement for a Code Compliance Lien Foreclosure Case styled Monroe County v. Simon L. Sherrill and Sandra Jo Sherrill, Case No.: 15-CA-223-P, regarding real property located at 102870 Overseas Highway, Key Largo, FL.

ITEM BACKGROUND: On 12/23/13, the County initiated Code Enforcement Case CE13100140, regarding, 102870 Overseas Highway, Key Largo, for the property owner's failure to connect the property to the central sewer system. A compliance date of 6/1/14 was ordered; defendants gained compliance on 3/6/15, accruing fines of \$100 per day for 277 days, for a fine of \$27,700.00 plus costs of \$2,216.00, totaling \$29,916.00, due to the County. The BOCC approved, on 3/18/15, institution of a civil action against defendant.

The civil action was filed on 4/8/15. The total owed by Defendants is \$29,916.00; a tentative agreement was reached between the parties at a mediation conference on October 30, 2015, by which the Defendants were given two payment plan options, subject to the approval of the Board of County Commissioners;

1. The Defendants, Simon L. Sherrill and Sandra Jo Sherrill, offer to pay either two (2) installments of \$4,570.50, one each in thirty (30) and sixty (6) days after the execution of this agreement; or
2. The Defendants, Simon L. Sherrill and Sandra Jo Sherrill, offer to pay three (3) installments of \$3,047.00, one each in thirty (30), sixty (60) and ninety (90) days after the execution of this agreement.

Upon completion of said payments by the Defendants, the Plaintiff shall issue and record a Satisfaction of Lien on the subject property, dismiss the civil action against the Defendants and discharge the Lis Pendens. If Defendants fail to pay the monthly installments as agreed, the agreement is voidable and will revert to full amount, upon written notice to the Defendant.

PREVIOUS RELEVANT BOCC ACTION: 4/8/15

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: _____ **INDIRECT COST:** _____ **BUDGETED:** Yes No

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ___ No _____ **AMOUNT PER MONTH**____ **Year** _____

APPROVED BY: County Atty *SLW* OMB/Purchasing ___ Risk Management ___
11/3/15

DOCUMENTATION: Included ___ Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 7/09

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL
CIRCUIT, IN AND FOR MONROE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA a
Political Subdivision of the State of Florida

CASE NO: 15-CA-223-P
CIVIL FORECLOSURE
DIVISION

Plaintiff

Vs.

SIMON L. SHERRILL AND SANDRA JO SHERRILL

Defendants
_____ /

MEDIATION AGREEMENT

THIS ACTION having come to mediation as agreed to by all counsel and being heard by the undersigned Mediator on the 30th day of October, 2015, at 10:00 a.m., the parties hereby stipulate and agree to the following matters and/or issues:

There is currently a lien of \$27,700.00 plus \$2,216.00, plus Service of Process costs. The Board of County Commissioners will issue and record a Satisfaction of Lien once the following payments have been made, which both parties agree will be as follows:

Counsel for the Plaintiff, Peter Morris, will present to the Plaintiff the following two (2) payment plans:

- A. The Defendants, Simon L. Sherrill and Sandra Jo Sherrill, offer to pay either two (2) installments of \$4,570.50, one each in thirty (30) and sixty (60) days after the execution of this agreement, or three (3) installments of \$3,047.00, one each in thirty (30), sixty (60) and ninety (90) days after the execution of this agreement. Upon completion of

said payments by the Defendants, the Plaintiff shall issue and record a Satisfaction of Lien on the subject property, located at 102870 Overseas Highway, Key Largo, Florida 33037.

- B. All parties hereto understand and agree that Plaintiff's counsel will present the above terms as a settlement option to the Plaintiff, and that the validity of this agreement is subject to the approval of the Board of County Commissioners. If it is not so approved as an acceptable settlement, then this agreement shall be null and void.

The parties further agree that:

1. There is good and valuable consideration for this agreement.
2. The parties have entered into this agreement knowingly, freely, and voluntarily, having determined that they have adequate information upon which to make informed decisions and having decided that it is in their best interests to amicably resolve this action.
3. Each party had had the opportunity to fully discuss settlement in general and this agreement, as well as each of its terms, with his or her lawyer. Each is satisfied with the services rendered to him or her by his or her own counsel during and throughout these proceedings.
4. Each party is full satisfied with the services of the Mediator. Counsel and all parties have paid or will pay his or her share of the Mediator's fee. This document will be filed with the Court in this cause of action upon payment of all outstanding fees to the Mediator. The Defendant will pay \$100.00 in Mediation fees, within twenty (20) days of execution of this agreement. The Mediator has given no legal advice to either party.
5. No party is under the influence of any substance which could impair his or her judgment or ability to comprehend this agreement or the consequences of signing it.
6. Time is of the essence.

7. Each party will cooperate with the other and execute any documents necessary or convenient to the effectuation of this agreement.
8. Except as may otherwise be specifically stated herein, this is the entire agreement between the parties to this date. There are no promises or understandings except as set out herein. Any prior understandings are repudiated.
9. Neither party is under coercion or duress. Neither has been forced into this agreement or threatened in any way.
10. Neither party knows of any fact or circumstance which would cause this agreement to be void or unenforceable.
11. Each party has the ability to make all payments and to pay all sums as provided herein.
12. Each party intends to be bound by this agreement and provides that it is binding on their heirs, beneficiaries, successors and assigns.
13. This agreement is effective upon signing.

All matters raised at the Mediation Conference remain privileged and confidential, unless otherwise agreed to by all parties and ordered by the Court.

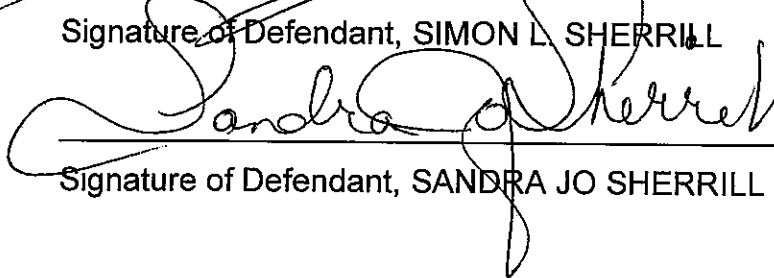
Dated this _____ day of October, 2015.



Signature of Plaintiff's Counsel, Peter Morris



Signature of Defendant, SIMON L. SHERRILL



Signature of Defendant, SANDRA JO SHERRILL