

STATE OF FLORIDA  
DEPARTMENT OF HEALTH

SEP 01 2015

STATE OF FLORIDA  
DEPARTMENT OF HEALTH,  
IN MONROE COUNTY,

Petitioner,

v.

DOH LOCAL CASE NO. 2015-07778

L.J. GATORS LLC, a Florida  
Limited Liability Company,

Respondent.

\_\_\_\_\_ /

CORRECTIVE ACTION PLAN

This Corrective Action Plan ("CAP") has been created address the items identified in the State of Florida, Department of Health ("Health Department") Notice of Violation dated Juloy 13, 2015 for the property known as "Boondocks" that is owned/operated by L.J. Gators, LLC ("GATORS.") The CAP sets forth the key elements and timelines for GATORS to meet until the property is connected to sewer.

BACKGROUND

1. GATORS owns a restaurant/mini-golf course complex known as Boondocks, (PROPERTY"), located at 27205 Overseas Highway, Ramrod Key, FL 33042.
2. The actual water use at the property did not exceed 5,000 gallons per day in any month for the last 12 months.
3. The estimated water use based on Table II in Florida Administrative Code 64E-6 exceeds 8,000 gallons per day.
4. The PROPERTY does not contain a visible sanitary nuisance at this time.
5. The HEALTH DEPARTMENT received notification of the existence of conditions that could create a sanitary nuisance existing at the PROPERTY.
6. The HEALTH DEPARTMENT investigated and confirmed the existence of violations of Florida Statutes 381 and 386 and FAC Chapter 64E-6. The PROPERTY is in violation because it contains:
  - a. Illegal modifications to an existing onsite wastewater system. (F.A.C. 64E-6.003(1)).
  - b. Site plans that fail to indicate the location of a grease interceptor.
  - c. Floor drains that have been redirected into an adjoining onsite wastewater system.

RECEIVED

SEP 01 2015

- d. A seating capacity of 207 that exceeds the currently permitted 65-seat capacity.
- e. An estimated daily maximum flow of 8,280 gallons per day that exceeds the permitted capacity by 6,000 gallons per day (F.A.C. 64E-E 6.008 Table I).
- 7. The conditions that existed at the PROPERTY on or around May 1, 2015 are hazardous conditions that could pose a potential threat to the general public, visitors and to the community of the Florida Keys.
- 8. GATORS has been made aware of the potential health issues that may arise from the existing septic treatment system.
- 9. GATORS accepts all responsibility associated with the violations listed above and the parties have agreed to modify the property to address each of these issues as follows:

ACTION PLAN

<u>Due Date:</u>	<u>Action Required:</u>	<u>Responsible Party:</u>
September 1, 2015	Installation of Portable Toilets at Property	GATORS
September 1, 2015	Submit Plans for Holding Tank at Property	GATORS
September 1, 2015	Submit Application for Variance which includes the request to use actual flow instead of estimated flows as given in Table II of FAC 64E-6 and request to split flow into existing tanks and holding tanks.	GATORS
September 1, 2015	Reduce seating by closing a portion of the dining area until variance application has been approved	GATORS
September 1, 2015	Clarify the site plans dated March 6, 1996 to accurately identify the location of the kitchen waste grease interceptor.	GATORS
September 1, 2015	Apply for a modification to permit 44-SK-00440 (05-0453-N) to redirect waste from floor drains.	GATORS
ONGOING	Install additional portable toilets at the Property for any special events.	GATORS
ONCE AVAILABLE	Provide copies of plans for connection to the City Sanitary sewer.	GATORS
ONCE AVAILABLE	Connect Property to City Sanitary Sewer system without requesting an extension of connection time	GATORS
Prior to September 15, 2015	Reject Modification Permit and process Application for Variance	DOH

RECEIVED  
SEP 01 2015

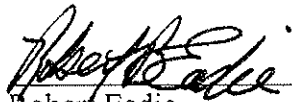
ADDITIONAL ITEMS

10. GATORS will pay the cost or expense of their items of responsibility as identified in the action plan.
11. GATORS will remain responsible for payment of other associated fees, which may occur in the future, such as fees associated with variances, re-inspection, or fees associated with other agencies and for the HEALTH DEPARTMENT Annual Operating Permit Fees, or any Inspection fees, or fines.
12. In the event that GATORS fails to comply with any part of this CAP or further violates Florida Statutes and Florida Administration Codes, the HEALTH DEPARTMENT will follow penalty guidelines, included but not limited to those set forth in 2014 Florida Statutes 381.0061 and Florida Administrative Code 64E-15.010, up to and including a fine of \$500 per violation per day.
13. GATORS will allow the HEALTH DEPARTMENT and its representative and agents unfettered access to any and all areas of the PROPERTY until such time as the HEALTH DEPARTMENT has determined that GATORS has fulfilled its obligations in the CAP.
14. This CAP will be deemed as a joint work product of GATORS and the HEALTH DEPARTMENT, and their respective counsel, and GATORS and the HEALTH DEPARTMENT shall be considered the drafters of this CAP. Any rule of construction to the effect that any ambiguities are to be construed against the drafting party shall not be applicable in any interpretation of this document.
15. GATORS agrees to hold harmless the HEALTH DEPARTMENT, its employees, agents and/or assigns from any and all liability connecting to or arising from this matter.
16. The parties each agree to bear their own attorney's fees, costs, and expenses expended in connection with the above-styled matter, including, but not limited to the parties entering into this CAP.
17. The language and terms of this CAP are to be understood in their ordinary sense and are not to be interpreted in a technical manner so as to unfairly deprive any party of substantive rights. Whenever the context may so require, the masculine gender shall be deemed to refer and include the feminine and neuter, and the singular to refer to and include the plural, and vice versa.
18. The executed CAP constitutes acceptance of responsibility and admission of wrongdoing with regard to the violations of Florida Statutes 381 and 386 and Florida Administration Code Chapter 64E-6. GATORS, as owner of the PROPERTY expressly waives any right to an administrative hearing concerning the violations set forth the Notice of Violation Dated July 13, 2015..

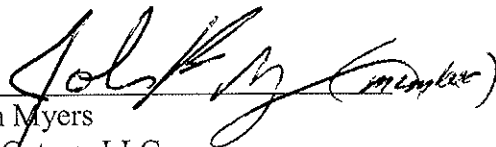
SEP 01 2015

19. Electronic signatures or other versions of the parties' signature, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this CAP will be effective until reduced to writing, executed by both parties.

20. This CAP shall become effective upon final ratification by the HEALTH DEPARTMENT in this cause. All parties represent that they have read this CAP, understand its contents, and have executed it freely and voluntarily.



Robert Eadie  
Administrator  
State of Florida, Department of Health in  
Monroe County

  
John Myers  
L.J. Gators, LLC

**STATE OF FLORIDA  
COUNTY OF MIAMI DADE**

BEFORE ME, this \_\_\_\_\_ day July, 2015  
personally appeared \_\_\_\_\_,  
who is personally known to me, and who after  
being duly sworn and deposed, says that he/she  
is the person who executed the foregoing  
document and that it is true and correct to the  
best of his/her knowledge.

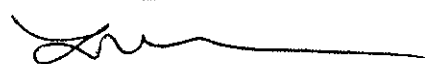
DATED this \_\_\_\_\_ day of July, 2015.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE

**STATE OF FLORIDA  
COUNTY OF MIAMI DADE**

BEFORE ME, this 31<sup>ST</sup> <sup>AUGUST</sup> day ~~July~~, 2015  
personally appeared JOHN MYERS,  
who is personally known to me, and who after  
being duly sworn and deposed, says that he/she  
is the person who executed the foregoing  
document and that it is true and correct to the  
best of his/her knowledge.

DATED this 31<sup>ST</sup> <sup>AUGUST</sup> day of ~~July~~, 2015.

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE

