PLANNING BOARD RESOLUTION
Number 2009-012

A RESOLUTION OF THE CITY OF KEY WEST PLANNING BOARD PURSUANT TO SECTIONS 90-676 through 90-692 OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, RECOMMENDING APPROVAL OF A DEVELOPMENT AGREEMENT FOR PROPERTY LOCATED IN THE POINCIANA SPECIAL NEEDS HOUSING AREA (RE#00064740-000000); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 20, 2008 the City Commission expressed its preliminary interest pursuant to Section 90-679 of the Land Development Regulations of the Code of Ordinances in entering into a Development Agreement with AIDS Help (per Resolution 08-156); and

WHEREAS, the Development Review Committee reviewed the draft Development Agreement and related documentation on January 22, 2009, and the agreement was revised to reflect staff comments; and

WHEREAS, after public notice pursuant to Section 90-683 of the Land Development Regulations of the Code of Ordinances, the request for a Development Agreement was heard by the Planning Board at the regularly scheduled Planning Board Meeting on March 19, 2009; and

WHEREAS, the Planning Board evaluated the request for a Development Agreement pursuant to criteria included in Section 90-682 of the Land Development Regulations of the Code of Ordinances;

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the City of Key West, Florida:

Section 1. That the Planning Board recommends the City Commission grant **approval** of the draft Development Agreement as dated March 12, 2009 (see attached) with the condition that the Development Agreement incorporate language to reflect the proposed site conveyance from the City of Key West to the City of Key West Housing Authority in the final "Whereas" clause on page two of the Development Agreement, and Section 1.a. of the Terms of Agreement, Ownership, Legal Description and, Unity of Title.

Section 2. This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the Chairman of the Planning Board and the Planning Director.

Passed at a meeting held March 19, 2009

Authenticated by the Chair of the Planning Board and the Planning Director.

3/30/09

Tim Root, Vice Chairman
Key West Planning Board

Date

Attest:

3/30/09

Amy Kimball-Murley, AICP, Planning Director

Date

Filed with the Clerk

3-30-09

Cheryl Smith, City Clerk

Date

ERROR: undefined
OFFENDING COMMAND:
STACK:

3.12.09

DEVELOPMENT AGREEMENT

BETWEEN THE CITY OF KEY WEST AND AIDS HELP, INC.

THIS AGREEMENT is entered into by and between, AIDS HELP, INC./ A.H. OF MONROE COUNTY, INC. a Florida Nonprofit Corporation, ("AIDS HELP"), and the CITY OF KEY WEST, a Florida municipal corporation ("City"), pursuant to Section 90-676 through 90-692 of the City Code, and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2008), and is binding on the "Effective Date" set forth herein:

RECITALS:

WHEREAS, this project will serve low income disabled people and low income people with HIV disease who qualify for affordable housing; and

WHEREAS, AIDS HELP is a community-based nonprofit organization providing case-managed health care, housing, food, health education and counseling, HIV-risk reduction outreach programs, and referral and support services for low income disabled people and low income people with HIV disease who are residents of the Florida Keys; and

WHEREAS, AIDS HELP works closely with primary medical providers and provides comprehensive support services to help low income disabled people and low income people with HIV disease to live independently, with dignity, and reduce the need for hospitalization and nursing home admissions; and

WHEREAS, AIDS HELP conducts screening and verification of income-levels pursuant to City of Key West Comprehensive Plan Housing Element Policy 3-1.1.3 using the Housing Authority of City of Key West Affordability Policy; and

WHEREAS, AIDS HELP assists with screening and applications of eligibility for Medicaid, Medicare, Social Security, AIDS Insurance Continuation Program, Department of Children and Families, and Veterans Benefits; and

WHEREAS, the City of Key West Code Section 86-9 expressly includes and defines a "rest home" as a facility in which "three or more persons not of the immediate family can be received, kept or provided with food, shelter and care for compensation;" and

WHEREAS, the immediate desire of AIDS HELP is to provide a 50 unit rest home for low income people with HIV disease, if a cure for HIV becomes available, the 50 unit rest home can also be used for low income disabled people; and

WHEREAS, THE CITY OF KEY WEST has authorized AIDS HELP, to construct a 50 unit rest home for low income disabled people and low income people with HIV disease on vacant land owned by the Housing Authority of the City of Key West ("Housing Authority"). The City of Key West conveyed the land to the Housing Authority. The Housing Authority leases the subject property within the Special Needs Section of the Poinciana Affordable Housing site to AIDS HELP. The subject property is accurately described in Attachment A (herein referred to as "Property"). This Property is located entirely within the corporate limits of the City of Key West, Florida; and

WHEREAS, the City reviewed and authorized the development after public hearings on the Major Development Plan and Conditional Use were duly noticed and held by: the Planning Board on March 16, 2006, which recommended approval (Resolution 2006-008); and approved by the City Commission at a meeting held on May 2, 2006 (Resolution 06-153);

WHEREAS, on September 7, 2006 the State of Florida Department of Community Affairs (DCA) found the development to be consistent with the Principles for Guiding Development for the Florida Keys Area of Critical State Concern as set forth in Section 380.0552(7), Florida Statutes (2008); and

WHEREAS, the approval was then extended by the City Commission on August 15, 2007 (Resolution 07-275); and

WHEREAS, the City Commission approved a $40,000 Grant for this project at a meeting held on February 20, 2008 (Resolution 08-057); and

WHEREAS, the original approval allowed 10 years for a phased project and required that development begin within one (1) year and the one (1) year commencement was extended once by the City Commission on August 15, 2007 (Resolution 07-275) and subsequently transmitted to the Department of Community Affairs; and

WHEREAS, on May 20, 2008 the City Commission expressed its preliminary interest pursuant to City of Key West Code Section 90-679 in entering into a Development Agreement with AIDS Help (Resolution 08-156); and

NOW, THEREFORE, the Development Agreement is approved as follows:

TERMS OF AGREEMENT

Recitals. The recitals explaining the intent and purpose of the project as set forth in the preceding "Whereas" clauses are incorporated herein and form a material part of this Agreement.

1. Ownership, Legal Description, and Unity of Title

a. Ownership. The Owner of the subject site ("Poinciana site") is the Housing Authority of the City of Key West. The City of Key West conveyed the land to the Housing Authority. The Housing Authority leases the subject property within the Special Needs Section of the Poinciana Affordable Housing site to AIDS HELP.

b. Legal Description. The legal description of the Poinciana site is described and incorporated into this agreement as ***Attachment A***.

2. Site Plan Approval, Modifications, Fire Safety, Wind Load, Energy Efficiency

a. Approval of a Conceptual Site Plan. This project will serve low income disabled people and low income people with HIV disease who qualify for affordable housing. The development shall be consistent with the "Conditional Use" Approval incorporated as ***Attachment B-1*** and the "Modification to the Major Development Plan" for AIDS HELP, hereby incorporated as ***Attachment B-2***.

facilities, if any, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of development.

a. **Potable Water.** Potable water is supplied by Florida Keys Aqueduct Authority (FKAA), and domestic potable water transmission and potable water source capacity exist for this project as set forth in ***Attachment C***.

b. **Electric Service.** Electric service is provided by Keys Energy Services, and capacity exists for this development as set forth in ***Attachment C***.

c. **Solid Waste.** Solid waste service is provided by the City of Key West Waste Management or its designate, as determined by the City Commission, and capacity exists for this development as set forth in ***Attachment C***.

d. **Transportation.** Transportation and road capacity exists for this development as set forth in ***Attachment C***.

e. **Wastewater.** Wastewater treatment shall be provided by the City of Key West Wastewater Treatment Plant, and capacity exists for this development as set forth in ***Attachment C***.

g. **Public Recreational Facilities.** Public recreational facilities shall be provided at the Poinciana site and capacity exists for this development as set forth in ***Attachment C***.

f. **Impact Fees.** The developer shall pay impact fees according to the City's impact fee ordinance applicable to development in the City of Key West.

set for in ***Attachment B-1*** remains in effect, is still intact and is not impacted by the Modification to the Major Development Plan. The condition of approval in the Modification to the Major Development Plan (Resolution 2009-___) requiring a stormwater (ERP) permit from the South Florida Water Management District is hereby incorporated into this Development Agreement.

5. Density, Intensity, Height and Dwelling Unit Allocation System.

a. This project is a 50 unit rest home 35 feet in height that will serve disabled people and people with HIV disease who qualify for affordable housing. Project intensity, including floor area ratio calculations, is set forth in the site data table contained in the Modification to the Major Development Plan as set forth in *Attachment B-2.*

b. *Nursing homes, rest homes and convalescent homes* are defined as "activities customarily performed by a home for the elderly or infirm in which three or more persons not of the immediate family are received, kept or provided with food, shelter and care for compensation." Key West Code Section 86-9(2)h. This project will serve as a *rest home* for low income disabled people and low income people with HIV disease who qualify for affordable housing. Pursuant to the Key West Code Section 86-9(2)h[1], the floor area ratio shall govern, not units per acre, for purposes of permitted density and intensity for *rest homes*. Within rest homes, "*individual living units shall be treated as 0.1 equivalent units under the city's building permit allocation ordinance, Section*

[1] Definitions, 86-9. Land Use Classifications (2). Community facilities (h.) Nursing Homes, rest homes and convalescent homes.

consents, and provide information for any grant applications necessary or appropriate to fully implement this Agreement.

7. **Development to Comply with Permits and City Comprehensive Plan and Code Provisions.** The development described in and authorized by this Agreement shall be constructed in accordance with all specified permit conditions, and in accordance with all applicable provisions of the adopted Comprehensive Plan and City Code. No certificate of occupancy for an individual phase shall be issued until the City approves all plans for that phase and that AIDS HELP has complied with all conditions established in the conditional use and development plan approval and the building permit issued by the City and other regulatory entities for that phase.

8. **Finding of Consistency.** The City of Key West finds that the development authorized herein is consistent with the Comprehensive Plan and Land Development Regulations as adopted and approved.

9. **Compliance with Permits, Terms, Conditions, Restrictions not Identified.** The failure of this Agreement to address a particular permit requirement, condition, term, or restriction shall not relieve AIDS HELP of the necessity of complying with all applicable laws governing said permitting requirements, conditions, terms, or restrictions.

10. **Duration of Agreement and Renewal.**

a. **Duration of Agreement.** This Development Agreement shall remain in effect for a period of ten (10) years, commencing on the Effective Date set forth below

b. State or Federal Laws. If state or federal laws enacted after the effective date of this Agreement preclude any party's compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant state or federal laws. However, this Agreement shall not be construed to waive or abrogate any rights that may vest pursuant to common or statutory law.

12. Amendments, Renewal, Revocation, Termination. This Agreement may be amended, renewed, or terminated as follows:

a. Amendments. As provided in Section 163.3237, Florida Statutes (2008) and City Code Section 90-689, this Agreement may be amended by mutual consent of the parties to this Agreement or by their successors in interest; an instrument in writing signed by the parties or their successors shall accomplish an amendment under this provision.

b. Renewal. As provided in Section 163.3229, Florida Statutes (2008) and City Code Section 90-682(a)(2), this Agreement may be extended or renewed by the mutual consent of the parties, subject to the following public hearing requirements in Section 163.3225, Florida Statutes. The City shall conduct at least two (2) public hearings, one of which may be held by the local planning agency at the option of the City. Notice of intent to consider renewal of the Agreement shall be advertised approximately seven (7) days before each public hearing in a newspaper of general circulation and readership in Monroe County, Florida, and shall be mailed to all property owners within 500 feet of the development before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first

b. Written Notice to the City. If AIDS HELP concludes that there has been a material breach in the terms and conditions of this Agreement, AIDS HELP shall serve written notice to the City, identifying the term or condition that it contends has been materially breached and providing the City ninety (90) days from the date of receipt of the notice to cure the breach or negotiate an amendment to the agreement. The following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the City, shall be considered a material breach of this Agreement: (a) failure to comply with the provisions of this Agreement, or (b) failure to timely process any application for site plan approval or other development approval required to be issued by the City for the development authorized by this Agreement.

c. Option to Terminate. If a material breach of this Agreement occurs and is not cured within the time periods provided above, the party that provided notice of breach may elect to terminate this Agreement or may seek to enforce this Agreement as provided herein.

d. Waiver of Breach. If either party waives a material breach in this Agreement by the other party, such a waiver shall not be deemed a waiver of any subsequent breach.

14. Notices. All notices, demands, requests, or replies provided for or permitted by this Agreement, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by any one of the following methods: (a) personal delivery; (b) deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or (c) deposit with an overnight

(d) Pursuant to F.S. § 163.3235 and City Code Section 90-688 (a), (b) and (c), the city shall review land subject to a development agreement at least once every 12 months. Such review shall determine if there has been demonstrated good faith compliance with the terms of the development agreement. The city administrative official shall present the city commission with a report on the status of all activities and achievements pursuant to the development agreement. Prior to the city's review of the status of a development agreement, the developer or property owner shall, within 14 days of the city commission's review of the development agreement, submit to the city a progress report indicating all activities and achievements since the execution of the development agreement and, if applicable, since the previous periodic report. If the city no longer has a record of the present property owner and/or developer, any requests or notices required by this Development Agreement shall be made to the property owner of record as shown on the records of the county property appraiser.

(e) Pursuant to City Code Section 90-687(b) For each annual review conducted during years six (6) through ten (10) of the development agreement, the review shall be incorporated into a written report which shall be submitted to the parties to the agreement and the state land planning agency.

(f) any other annual reporting requirements required by Florida Statutes, Florida Administrative Code or City Code Section 90-688 (a), (b) and (c) or Section 90-687(b) in existence on the effective date of this Development Agreement.

16. **Enforcement.** In accordance with Section 163.3243, Florida Statutes (2008) and City Code Section 90-692, any party to this Agreement, any aggrieved or adversely

be in Key West, Monroe County, Florida or in the Circuit Court in and for Monroe County, as governed by applicable law.

22. **Use of Singular and Plural.** Where the context requires, the singular includes the plural, and the plural includes the singular.

23. **Duplicate Originals; Counterparts.** This Agreement may be executed in any number of originals and in counterparts, all of which evidence one agreement. Only one original is required to be produced for any purpose.

24. **Headings.** The headings contained in this Agreement are for identification purposes only and shall not be construed to amend, modify, or alter the terms of the Agreement.

25. **Entirety of Agreement.** This Agreement incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, or understandings regarding the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subjects covered by this Agreement that are not contained in or incorporated into this document and, accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether written or oral. This Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing signed by the parties.

26. **Recording and Transmittal.** Pursuant to City Code Section 90-690, not later than 14 days after the execution of a development agreement, the city clerk shall record

3.12.09

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have set their hands and seals on the dates below written.

AS APPROVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST , FLORIDA ON _____, 2009

THE CITY OF KEY WEST

By _____

Morgan McPherson, MAYOR

Date : _____

ATTEST:

_____

CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

_____

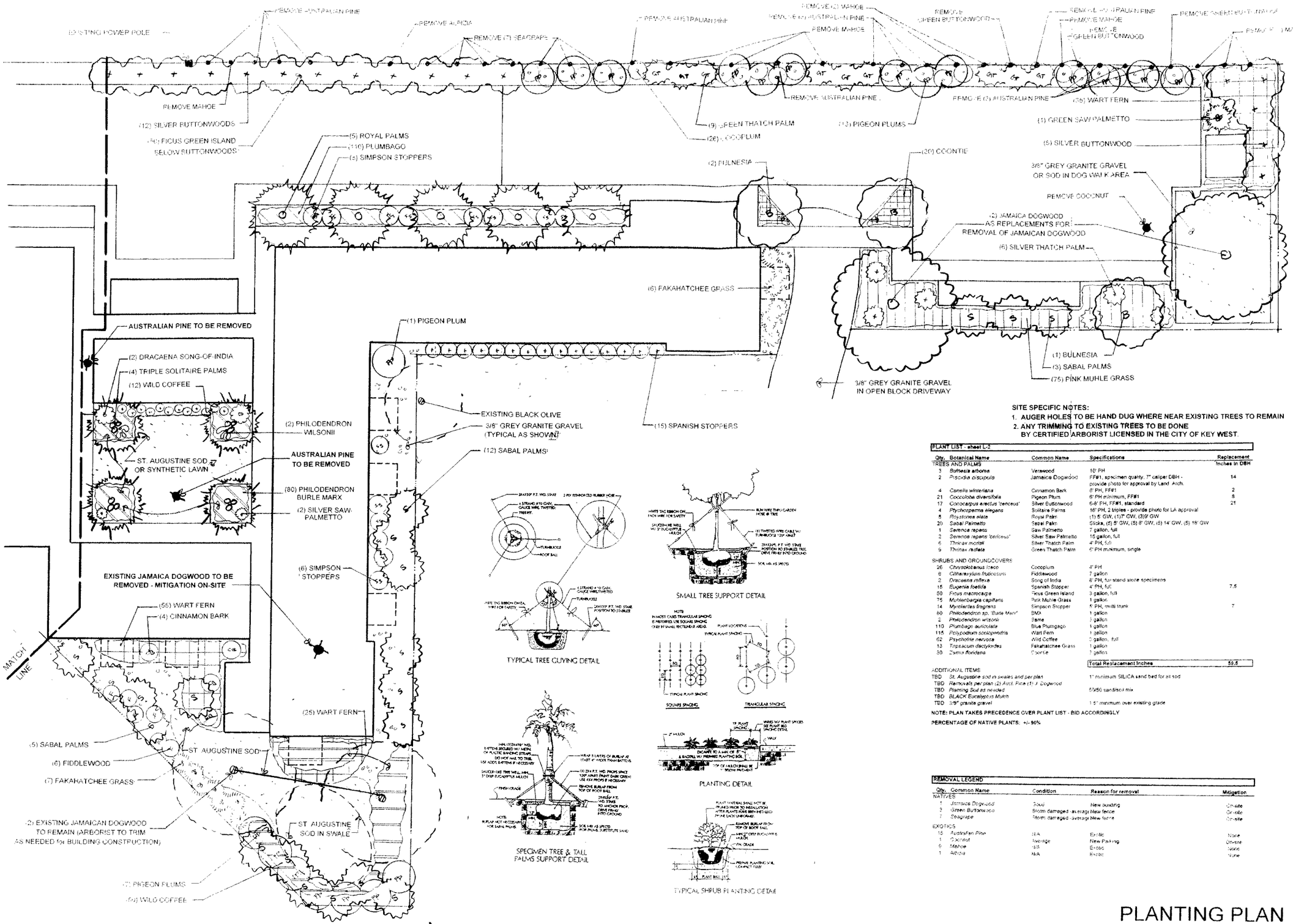
CITY ATTORNEY

ATTACHMENTS

Attachment A - Legal Description

Attachment B – Conditional Use and Major Development Plan Approval (B-1) and Modification to the Major Development Plan (B-2)

Attachment C - Concurrency Analysis



SITE SPECIFIC NOTES:

1. AUGER HOLES TO BE HAND DUG WHERE NEAR EXISTING TREES TO REMAIN
2. ANY TRIMMING TO EXISTING TREES TO BE DONE BY CERTIFIED ARBORIST LICENSED IN THE CITY OF KEY WEST.

PLANT LIST - sheet L-2

Qty.	Botanical Name	Common Name	Specifications	Replacement Inches in DBH
TREES AND PALMS				
3	*Bulnesia arborea*	Verawood	10' PH	
2	*Piscidia piscipula*	Jamaica Dogwood	FF#1, specimen quality, 7" caliper DBH - provide photo for approval by Land Arch.	14
4	*Canella winteriana*	Cinnamon Bark	8' PH, FF#1	2
21	*Coccoloba diversifolia*	Pigeon Plum	6' PH minimum, FF#1	8
17	*Conocarpus erectus 'sericeus'*	Silver Buttonwood	6-8' PH, FF#1, standard	21
4	*Ptychosperma elegans*	Solitaire Palms	16' PH, 2 triples - provide photo for LA approval	
5	*Roystonea elata*	Royal Palm	(1) 5' GW, (1)7' GW, (3)9' GW	
20	*Sabal Palmetto*	Sabal Palm	Slicks, (5) 5' GW, (5) 8' GW, (5) 14' GW, (5) 18' GW	
1	*Serenoa repens*	Saw Palmetto	7 gallon, full	
2	*Serenoa repens 'sericeus'*	Silver Saw Palmetto	15 gallon, full	
6	*Thrinax morrisii*	Silver Thatch Palm	4' PH, full	
9	*Thrinax radiata*	Green Thatch Palm	5' PH minimum, single	
SHRUBS AND GROUNDCOVERS				
26	*Chrysobalanus icaco*	Cocoplum	4' PH	
8	*Citharexylum fruticosum*	Fiddlewood	7 gallon	
2	*Dracaena reflexa*	Song of India	8' PH, full stand alone specimens	
15	*Eugenia foetida*	Spanish Stopper	4' PH, full	7.5
50	*Ficus macrocarpa*	Ficus Green Island	3 gallon, full	
75	*Muhlenbergia capillaris*	Pink Muhle Grass	1 gallon	
14	*Myrciaria floribunda*	Simpson Stopper	5' PH, multi trunk	7
80	*Philodendron sp. 'Burle Marx'*	BMX	1 gallon	
2	*Philodendron wilsonii*	Same	3 gallon	
110	*Plumbago auriculata*	Blue Plumbago	1 gallon	
115	*Polypodium scolopendria*	Wart Fern	1 gallon	
62	*Psychotria nervosa*	Wild Coffee	3 gallon, full	
13	*Tripsacum dactyloides*	Fakahatchee Grass	1 gallon	
30	*Zamia floridana*	Coontie	3 gallon	
			Total Replacement Inches	**59.5**

ADDITIONAL ITEMS

TBD	*St. Augustine sod in swales and per plan*	1" minimum SILICA sand bed for all sod
TBD	*Removals per plan (2) Aust. Pine (1) J. Dogwood*	
TBD	*Planting Soil as needed*	50/50 sand/soil mix
TBD	*BLACK Eucalyptus Mulch*	
TBD	*3/8" granite gravel*	1.5" minimum over existing grade

NOTE: PLAN TAKES PRECEDENCE OVER PLANT LIST - BID ACCORDINGLY

PERCENTAGE OF NATIVE PLANTS: +/- 90%

REMOVAL LEGEND

Qty.	Common Name	Condition	Reason for removal	Mitigation
NATIVES				
1	*Jamaica Dogwood*	Good	New building	On-site
3	*Green Buttonwood*	Storm damaged - average	New fence	On-site
7	*Seagrape*	Storm damaged - average	New fence	On-site
EXOTICS				
15	*Australian Pine*	N/A	Exotic	None
1	*Coconut*	Average	New Parking	On-site
6	*Mahoe*	N/A	Exotic	None
1	*Albizia*	N/A	Exotic	None

✱ FOR ADDITIONAL NOTES AND SPECIFICATIONS REFER TO SHEET L-1

PLANTING PLAN

SC: 1"=10'-0"

Poinciana Plaza

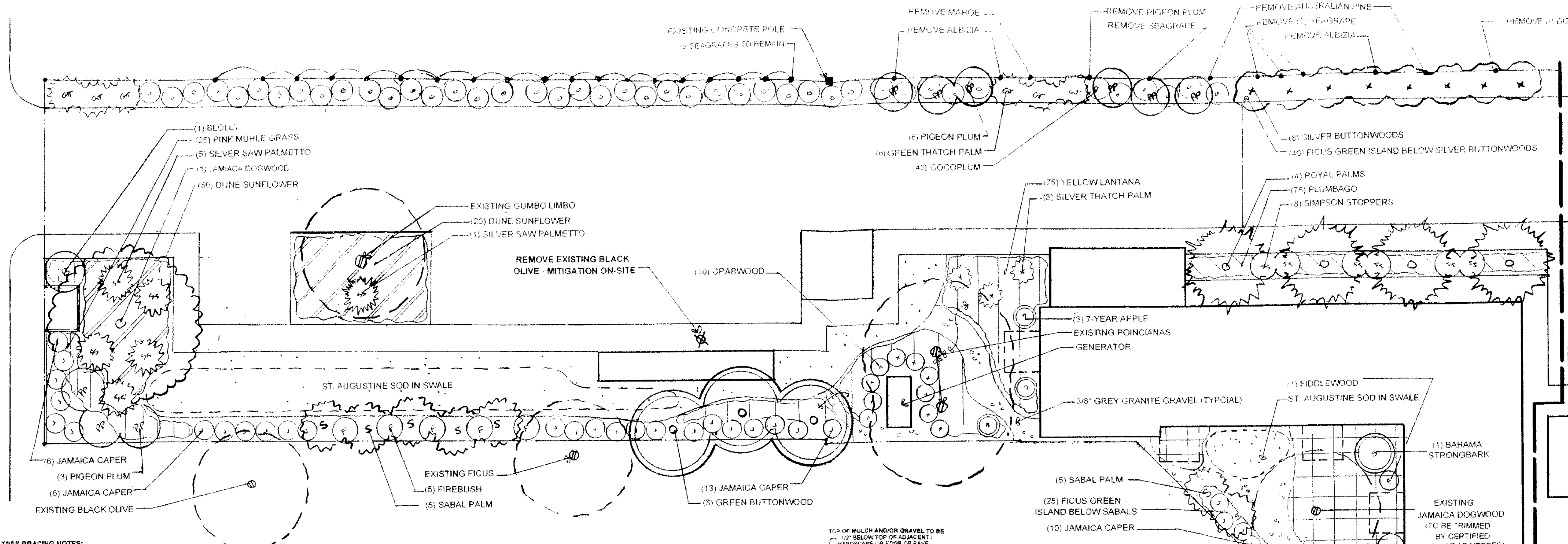
Duck Avenue, Key West, FL

THOMAS E. POPE, P.A. ARCHITECT
7009 Shrimp Road, Key West, FL 33040
(305) 296 3611
TEPopePA@aol.com

date: 1-16-2008
revision: 1.28.2009
2.3.2009

sheet: L-2

Attn
3/30/09 rec'd. [illegible]



TREE BRACING NOTES:

2" and larger caliper trees braced by guying:

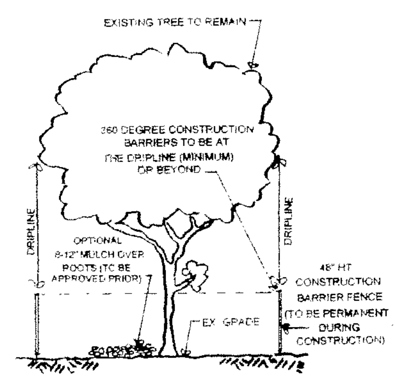
1. Choose the correct size and number of stakes and size of hose and wire. Guying shall be completed within 48 hours of planting the tree.
2. Cut lengths of staking hose to extend 2 inches past tree trunk when wrapping around.
3. Space stakes evenly on outside of water ring and drive each firmly into ground. Stakes should be driven at a 30 degree angle with the point of the stake toward the tree until 4 to 5 inches are left showing.
4. Place the hose around the trunk just above the lowest branch.
5. Thread the wire through the hose and past the stake, allowing approximately 2 feet of each of the two ends beyond the stake before cutting the wire.
6. Twist wire at rubber hose to keep it in place.
7. Pull wire down and wind both ends around stake twice. Twist wire back onto itself to secure it before cutting off the excess.
8. The above procedures are to be followed for each stake, keeping the tree straight at all times. There should be a 1 to 3 inch sway in the tree (the wires should not be pulled tight) for best establishment.
9. Flag the guy wires with surveyor's flagging or approved equal for safety.
10. Guys are not to be removed until approved by landscape contractor.

Specimen trees and tall palms braced with props:

11. Choose the correct size, length, and number of props to be used (pressure treated (PT) 2"x4", 4"x4").
12. Wrap at least 5 layers of burlap around trunk of the palm at least 4 inches wider than the battens being used. Battens should be mounted at a point 1/3 of the distance from ground to the clear trunk of the tree or palm, but not less than 4 feet, whichever is greater.
13. Select the proper length and size of battens (PT 2"x4"x12"-16")
14. Use the same number of battens as props being used.
15. Place the battens vertically and evenly spaced against the burlap.
16. Secure the battens in place with metal or plastic banding straps. DO NOT NAIL INTO TREE.
17. Wedge lower end of prop into soil and secure with a 2"x4"x30" stake. Props should be installed at a 30 to 40 degree angle from the battens and of sufficient length to reach the ground. NOTE: ON STRAIGHT TREES OR PALMS OR TREES, SPACE PROPS EQUAL DISTANCE AROUND TREE OR PALM. ON CURVED PALMS OR TREES, SPACE PROPS AGAINST THE FRONT OF THE CURVE OF THE PALM.
18. Cut a smooth angle at the end of the props. Align with and nail into battens. DO NOT PENETRATE TREE OR PALM WITH NAILS.
19. **If it appears that additional construction work will take place near to or in the vicinity of the newly braced trees or palms, then props are to be clearly labeled with the statement, "DO NOT REMOVE."**
20. Props are not to be removed until approved by the landscape contractor.

GENERAL LANDSCAPE NOTES:

1. **Changes may occur during the normal course of implementation. Verbal change orders will not be honored. Any changes must be submitted to landscape architect in writing as a change order to be reviewed and approved in writing by owner/client.**
2. All newly planted areas to receive 100% coverage by automatic irrigation system (drip preferred) unless otherwise directed by OWNER. **Landscape contractor to coordinate installation of irrigation system with irrigation contractor. Irrigation time clock to be HARD WIRED on completion – responsibility of irrigation contractor. Landscape contractor to hand water or arrange for watering during planting until irrigation system is 100% operable.** ***This is the responsibility of the landscape contractor.***
3. Landscape contractor to become familiar with the scope of work as well as the site, digging conditions and any obstacles prior to bidding.
4. Landscape contractor shall locate and verify all underground utilities prior to digging.
5. All Plant material is to be Florida No. 1 or better. Florida Department of Agriculture Grades and Standards, Parts I & II, 1975, respectively.
6. All trees to be staked in a good workmanlike manner. No nail staking permitted. (Refer to planting details)
7. Landscape plan shall be installed in compliance with all local codes.
8. All tree holes to be back filled around and under root ball with washed beach sand. All shrub beds to be installed with washed beach sand. (See spec)
9. All trees, shrubs and ground covers shall be guaranteed for six months from date of final acceptance. All palms are to be guaranteed for one year.
10. All planting beds shall be weed and grass free.
11. All trees, palms, shrubs and ground cover plants shall be fertilized at installation, with long lasting fertilizer according to manufacturers' recommendations. For Palms and Trees use "Palm Special" (6-12-12) for Shrubs use a (12-6-8), and for Sod use a (20-3-3)
12. **Planting plan shall take precedence over plant list in case of discrepancies.**
13. No change shall be made without prior consent of Landscape Architect.
14. All material shall be subject to availability at time of installation. Substitutions may be made after consultation with Landscape Architect.
15. Landscape Contractor to coordinate his work with the General Contractor, Irrigation Contractor, and the Electrical Contractor.
16. All existing plant material to remain shall be protected.
17. All trees to be relocated will get root pruned 30 days minimum (or more if required by the species). Upon relocation thin out 30% of the relocated trees' canopy.
18. After removal or relocation of existing trees and palms, backfill tree pit with washed beach sand and sod disturbed area, if required.
19. All trees on sod area shall receive a mulch ring 2' in diameter typical.
20. All trees shall have 2' caliper at D.B.H. minimum for a 10' height tree.
21. All 1 gallon material to have 12" spread minimum, all 3 gallon material to have 20-24" spread minimum.



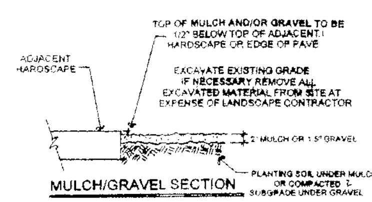
TREE PROTECTION DIAGRAM N.T.S

TREE PROTECTION NOTES:

1. While working around any trees on the job site, it is critical and mandatory that you follow the diagram to prevent construction damage to the trees.
2. Tree protection fencing is a requirement for permit.
3. Fencing around the dripline is the minimum requirement. The farther away from the dripline, the better chance the tree has to survive undamaged.
4. If you must fence withing the dripline, you must also take other protective measures which includes putting down an 8-12" layer of mulch. This method is only allowed if prior approval is obtained from permitting authority.

IRRIGATION NOTES:

1. Coordinate installation timing and location of main lines with Landscape Contractor prior to implementation. Avoid root balls of trees and large plant materials. Refer to landscape drawings prior to installation.
2. Use drip irrigation (Netafim) wherever possible and practicable for the health of plant(s)
3. All pipe to be PVC schedule 40, 8" minimum cover.
4. All heads installed on flexible PVC pipe and fittings.
5. Pressurized backflow, rain switch, and multi-programmable controller with battery backup required.
6. All crossings under permanent concrete to be sleeved two times the sprinkler pipe size with schedule 40 PVC
7. All wire splices to be in valve boxes.
8. All valves to have flow control and be installed in green valve boxes with room to work in future.
9. All sprinklers to be commercial grade Toro 570 Series 4" and 12" and installed out of sight.
10. Irrigation contractor to measure water available on-site and use no more than 75% of available GPM.
11. Water connection to the house, including shut-off valves, shall not be altered when pressurized backflow is installed.
12. All wire splices to be installed with water proof connections. All wires to be clearly labeled in valve box and in back of time clock.
13. 2 spare wires to be run to the last valve in each direction.
14. Controller to be hard-wired at time of completion and included in irrigation contractors bid.
15. System to provide 100% controlled coverage on completion. Additions/modifications from irrigation plan may be necessary.
16. Irrigation contractor to be County and City licensed where work is to be performed. Liability and Workman's Comp. insurance is required for each and every employee to be on-site at any time during implementation. Paperwork to this effect to be provided on request within 2 business days.
17. As-built irrigation drawing to be provided prior to final payment.



MULCH/GRAVEL SECTION

SC: N.T.S.

SITE SPECIFIC NOTES:

1. AUGER HOLES TO BE HAND DUG WHERE NEAR EXISTING TREES TO REMAIN
2. ANY TRIMMING TO EXISTING TREES TO BE DONE BY CERTIFIED ARBORIST LICENSED IN THE CITY OF KEY WEST.

PLANT LIST - sheet L-1

Qty.	Botanical Name	Common Name	Specifications	REPLACEMENT Inches in DBH
TREES AND PALMS				
1	*Bourreria succulenta*	Bahama Strongbark	8' PH	1
1	*Piscidia piscipula*	Jamaica Dogwood	FF#1, specimen quality, 7" caliper DBH - provide photo for approval by Land. Arch	7
9	*Coccoloba diversifolia*	Pigeon Plum	5' PH minimum, FF#1	9
4	*Conocarpus erectus*	Green Buttonwood	10' PH, FF#1	6
8	*Conocarpus erectus 'cenceus'*	Silver Buttonwood	6-8' PH, FF#1, standard	8
1	*Guapira discolor*	Blolly	8' PH	1
4	*Roystonea elata*	Royal Palm	(2)7' GW, (2)9' GW	
10	*Sabal Palmetto*	Sabal Palm	Slicks, (2) 5' GW, (3) 8' GW, (3) 14' GW, (2) 18' GW	
6	*Serenoa repens 'cenceus'*	Silver Saw Palmetto	15 gallon, full	
3	*Thrinax morisii*	Silver Thatch Palm	4' PH, full	
6	*Thrinax radiata*	Green Thatch Palm	6' PH minimum, single	
SHRUBS AND GROUNDCOVERS				
35	*Capparis cynophallophora*	Jamaica Caper	4' PH	
43	*Chrysobalanus icaco*	Cocoplum	4' PH	
1	*Citharexylum fruticosum*	Fiddlewood	7 gallon	
65	*Ficus macrocarpa*	Ficus Green Island	3 gallon, full	
3	*Genipa clusiifolia*	7-Year Apple	4' PH	
10	*Gymnanthes lucida*	Crabwood	15 gallon, full	
8	*Hamelia patens*	Firebush	7 gallon	
90	*Helianthus debilis*	Dune Sunflower	1 gallon	
75	*Lantana montevidensis*	Yellow Lantana	1 gallon	
25	*Muhlenbergia capillaris*	Pink Muhle Grass	1 gallon	
8	*Myrcianthes fragrans*	Simpson Stopper	5' PH, multi trunk	4
75	*Plumbago auriculata*	Blue Plumgago	1 gallon	
100	*Polypodium scolopendria*	Wart Fern	1 gallon	
			Total Replacement Inches	36

ADDITIONAL ITEMS

TBD	*St. Augustine sod in swales and per plan*	1" minimum SILICA sand bed for all sod
TBD	*Removals per plan (1) Black Olive*	
TBD	*Planting Soil as needed*	50/50 sand/soil mix
TBD	*BLACK Eucalyptus Mulch*	
TBD	*3/8" granite gravel*	1.5" minimum over existing grade

NOTE: PLAN TAKES PRECEDENCE OVER PLANT LIST - BID ACCORDINGLY

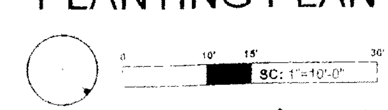
PERCENTAGE OF NATIVE PLANTS: +/- 90%

REMOVAL LEGEND

Qty.	Common Name	Condition	Reason for removal	Mitigation
NATIVES				
1	*Pigeon Plum*	Below average-damaged	New fence	On site
4	*Seagrape*	Varies - average to good	New fence	On site
EXOTICS				
2	*Australian Pine*	N/A	Exotic	None
1	*Mahoe*	N/A	Exotic	None
4	*Albizia*	N/A	Exotic	None

*FOR ADDITIONAL NOTES AND SPECIFICATIONS REFER TO SHEET L-2

PLANTING PLAN



Poinciana Plaza

Duck Avenue, Key West, FL

THOMAS E. POPE, P.A. ARCHITECT
7009 Shrimp Road, Key West FL, 33040
(305) 296 3611 TEPopePA@aol.com

date:
1-16-2008
revision:
1-28-2009
2-3-2009

sheet:
L-1

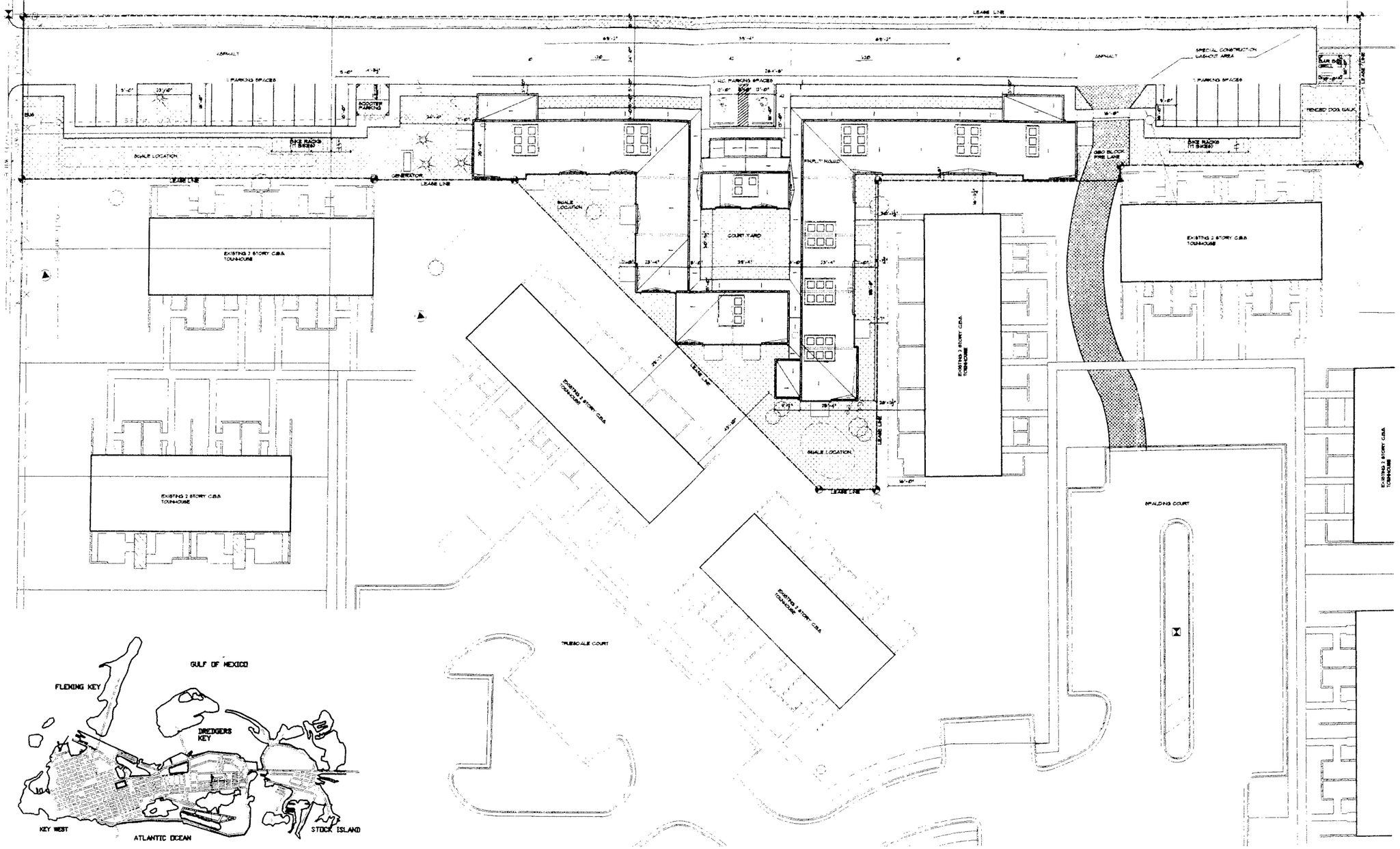
Poinciana Royale

TOTAL PROPOSED

FIRST FLOOR 16 UNITS
SECOND FLOOR 17 UNITS
THIRD FLOOR 17 UNITS
TOTAL OF 50 UNITS PROPOSED
TOTAL OF 3 STORIES PROPOSED

LEGEND & SYMBOLS

LEASE LINE
GBC BLOCK
LANDSCAPE AREA



LOCATION MAP
NORTH

Site Plan
1" = 30'-0"

THOMAS E. POPE, P.A. ARCHITECT
7009 Shrimp Road, Key West FL, 33040
(305) 296 3611
TEPopePA@aol.com

date: 2/3/09
revision:

Poinciana Royale
Duck Avenue, Key West, FL

sheet: S1

3/30/09 Acct. Chairman