Key West Planning Board Meeting Agenda

March 19, 2009 – 6:00 p.m.
City Commission Chamber
Old City Hall, 510 Greene Street

Item 4.b.1.

Poinciana Special Needs Housing – A Development Agreement for a Major Development Plan and Conditional Use pursuant to the Code of Ordinances Chapter 90, Article IX, Development Agreements, for a 32,322 sq. ft., 50 unit rest home for AIDS HELP, Inc. on 7.66 acres of land in the Medium Density Residential (MDR-1) Zoning District. The Development is proposed at 35 feet in height (Re# 00064740-000000).

THE CITY OF KEY WEST
PLANNING BOARD
Staff Report

To: Chairman and Planning Board Members

From: Nicole Malo, Planner

Meeting Date: March 19, 2009

Agenda Item: Development Agreement for AIDS HELP, Inc. located on the leasehold portion of property in the Poinciana Special Needs Housing Section (RE# 00064740-000000)

Request: A Development Agreement for a Major Development Plan and Conditional Use for AIDS HELP, Inc. in the Medium Density Residential Zoning District One (MDR-1), pursuant to Chapter 90, Article IX, Development Agreements, Code of Ordinances, City of Key West, Florida

Applicant: AIDS HELP, Inc.

Property Owner: City of Key West

Location: Located on the Housing Authority Leasehold Portion of Property in the Poinciana Special Needs Housing Section

Zoning: Medium Density Residential Zoning District One (MDR-1)

Background

The City's Land Development Regulations allow the City Commission, at its sole discretion, to enter into Development Agreements with property owners. On May 20, 2008, the City Commission indicated its interest in entering into a Development Agreement with AIDS HELP, and subsequently staff began discussions with the applicant which was modified in response to staff and legal comments made over a several month period. The draft Development Agreement is before the Planning Board for the first public hearing required under the code, prior to transmittal (with recommendations) to the City Commission for the second required public hearing.

The AIDS HELP proposal is a fifty unit affordable housing complex for the housing and care of disabled people and people living with HIV/AIDS. The project is located within a 1.25 acre area of the Poinciana Housing Site. The site is currently leased to the Housing Authority and is subleased to AIDS HELP. A Major Development Plan and Conditional

Use application for the project originally approved by the City Commission at a public meeting held May 2, 2006, via Resolution 06-153. The approval was for a three phase building project, with requirements to submit for a building permit for the first phase within one year, the second phase within five years, and the third phase within ten years. Subsequently, the approval was extended by the City Commission, at a public meeting held August 15, 2007 for a period of one year, via Resolution 07-275. AIDS HELP requested a Modification to the Major Development Plan, which was recommended for approval by the Planning Board February 19, 2009, via Resolution 2009-005, and is scheduled for hearing by the City Commission March 17, 2009. The modification improved the design of the project and also addressed issues raised in the original approvals regarding ADA compliant sidewalks and secondary fire access routes.

This Development Agreement will grant the allocation of five Equivalent Single Family Unit (ESFU) Building Permit Allocation System workforce housing units to the property to support the 50 units at a .10 fractional allocation per unit. Although these units were conditionally allocated last year by the Planning Director on March 26, 2008, that allocation was valid for a one year period only. The Development Agreement will encumber the allocations for the duration of the Agreement.

Given the size and complexity of the development, it appears appropriate to integrate all approvals into a single Development Agreement, thereby giving the City a clear, single mechanism with which to control the timing and phasing of the development. While the Development Agreement process is not right for every project, it is generally most suitable for projects of this nature which allow a longer period of time for initiation and phasing of the project.

The Land Development Regulations acknowledge the findings of the state legislature that enable Development Agreements under Florida Statute, as follows (see Section 90-676):

> *(1) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.*
>
> *(2) Assurance to a developer that, upon receipt of a development permit, the applicant may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in ensuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning and reduces the economic costs of development.*
>
> *(3) The comprehensive planning process should be furthered by authorizing local governments to enter into development agreements with developers. The intent is to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for*

development, encourage the efficient use of resources, and reduce the economic cost of development.

In this case the Development Agreement offers an opportunity for the applicant to synthesize and extend approvals into as long as a ten year period, as well as an opportunity for the City to ensure that public priorities are clearly addressed by the proposed project. The balance of benefits for all parties is an important consideration as the draft agreement is reviewed by the Planning Board.

Previous City Actions

March 16, 2006	Planning Board recommends approval of the Major Development Plan and Conditional Use Application (per Resolution 06-008)
May 2, 2006	City Commission Approval of Major Development Plan and Conditional Use Application (per Resolution 06-153)
September 7, 2006	Florida State Department of Community Affairs issues a waiver letter
August 15, 2007	City Commission extends the commencement of the Development Approval by one (1) year (per Resolution 07-275)
February 20, 2008	City Commission approves a $40,000 Grant to AIDS Help, Inc. (per Resolution 08-057)
March 28, 2008	Then Interim Planning Director Amy Kimball-Murley allocates (5) workforce housing Building Permit Allocations (see Letter; enabled per Resolution 08- 065)
May 20, 2008	Request for permission to enter into a Development Agreement with the City (per Resolution 08-156)
February 19, 2009	Planning Board recommends Approval of a Modification to the Major Development Plan (per Resolution 2009-005)

Proposed Development Agreement

The City's Land Development Regulations set forth criteria for the contents of a Development Agreement. The specific criteria, as well as the location of the information within the Development Agreement, are addressed below.

Development Agreement Review Criteria (Section 90-682)

(a) Any development agreement approved under this article shall contain not less than the following requirements as provided in F.S. § 163.3227:

(1) A legal description of the land subject to the development agreement and the identification of all persons having legal or equitable ownership therein.

A legal description is included under the chapter entitled Deed, *Attachment A*, and the identification of the owners is provided in the first clause of the agreement (Page 1) and under Terms of Agreement: Ownership, Legal Description, and Unity of Title, Section 1, subsection (a) Ownership (Page 5).

(2) The duration of the development agreement, which duration shall not exceed five years, but which may be extended by mutual consent of the city and the developer. Any request for an extension shall be subject to the public hearing process necessary for the initial approval of the development agreement.

The proposed duration of the agreement is ten years, per Terms of Agreement, Section 10, Duration of Agreement and Renewal, Subsection (a), Duration of Agreement (Page 11).

(3) The development uses permitted on the land, including population densities, building intensities and building heights.

The proposed uses permitted on the land are described in Terms of Agreement, Section (5), Density, Intensity, and Height. Building height is described in subsection (a) and Density is described in subsection (b) (Page 9). Affordable Housing Standards are described in subsection (c), and Building Permit System Allocations in subsection (d) (Page 10). Additionally more information regarding Density and Intensity is covered under *Attachment C*- Concurrency Analysis, page 1, Section 1.

(4) All documents required to comply with criteria cited in the land development regulations applicable to the subject project.

The criteria for compliance cited in the land development regulations are found in, Terms of Agreement; Section 2, Site Plan Approval, Modifications, Fire Safety, Wind Load, Energy Efficiency (Page 5-6); Section 4, List of All Local Permits Approved or Needed (Page 8); Section 7, Development to Comply with Permits and City Comprehensive Plan and Code Provisions (Page11).

(5) A description of the public facilities that will service the development, including designation of the entity that will be providing such facilities. Additionally, if new facilities are needed to serve the project, the date by which such facilities will be constructed shall be provided. A schedule to ensure that public facilities shall be available concurrent with the impacts of the development shall also be provided. Such schedule, relating the provision of public facilities or services to events or thresholds in the development, may be substituted for the certain dates required under this subsection.

Public facilities which will service the development can be found under Terms of Agreement Section 3: Public Utilities, Concurrency, Impact Fees (Page 6-7). In addition,

the applicant has included a chapter on Concurrency Analysis, see *Attachment C* which covers: Density and Intensity Section 1(Pages 1-2); Potable Water and Sanitary Sewer, Section 2 (Pages 2-4), Recreation, Section 3 (Pages 4-5); Solid Waste, Section 4 (Page 5); Drainage, Section 5 (Page 6); and Roads/Trip Generations, Section 6 (Pages 6-7). See also concurrent Exhibits I-V (Page 8).

(6) The applicant may be required to provide for a performance bond, letter of credit, or similar instrument, to be deposited with the city, to secure the construction of any new facilities that are required to be constructed as part of the proposed development agreement. Alternatively, such construction may be a condition precedent to the issuance of any building permits or other development permissions. If the new public facilities are in place and operating at the time development permits are requested, no such performance bond or letter of credit shall be necessary unless such facilities are not adequate for the project.

Not applicable. A concurrency analysis has determined that facilities will be available at the time of development.

(7) A description of any reservation or dedication of land for public purposes. The development agreement shall provide specifically how all impact fees and other funding requirements for the project are to be met.

The agreement does not include the reservation or dedication of land for public purposes.

(8) If land is to be conveyed to the city in discharge of the obligation of any impact fee or other similar obligation, the development agreement shall provide that such conveyance will be by warranty deed and will be accompanied by an environmental audit and a title insurance policy which shall be in an amount not less than the assessed value of the land. The applicant shall bear the cost of these requirements.

Not applicable.

(9) A description of all development permits approved or needed to be approved for the development of the land, which description shall specifically include but not be limited to the following:

a. Any required comprehensive plan amendments or rezonings.

Not applicable.

b. Any required submissions to or approvals from the county; the South Florida Regional Planning Council; the state departments of community affairs (DCA), environmental protection (DEP), transportation (DOT), health and rehabilitative services (DHRS); the United State Army Corps of Engineers; the South Florida Water Management District; the United States Environmental Protection Agency; or any other departments with competent jurisdiction over any aspect of the proposed development.

Required permits and approvals from the all implicated entities are outlined under Terms of Agreement, Section 4, List of All Permits Approved or Needed, Section (a) Development Approvals: (1) Site Pan, (2) Building Permits, (3) South Florida Water Management District, (4) Major Development and Conditional Use (Page 8-9).

c. If development requirements are not satisfied, action in reliance on the development agreement or expenditures in pursuance of its terms shall not vest any development rights to the applicant/property owner. Failure to perform as specified in the development agreement shall not constitute partial performance and shall not entitle the applicant or property owner to a continuation of the development agreement.

These terms are addressed under the Terms of Agreement: Section 11, Governing Laws (Page 12); Section 12, Amendments, Renewal, Revocation, Termination, subsection (c) Revocation by City (Pages 14); and Section 13, Breech of Agreement and Cure Provisions, all (Pages 14-15).

(10) A specific finding in the development agreement that the development permitted or proposed is consistent with the city's comprehensive plan and with the land development regulations. However, if amendments are required to the comprehensive plan or land development regulations, such amendments shall be specifically identified in the development agreement, and the agreement shall be contingent upon those amendments being made and approved by the appropriate governmental agencies.

Please find that the Development Agreement is consistent with the city's comprehensive Plan and land development regulations in the Terms of Agreement, Section 8, Finding of Consistency (Page 11), and the final Whereas Clause on page 4. No amendments to the Comprehensive Plan or regulations are required as part of this agreement.

(11) The city commission may provide for any conditions, terms, restrictions or other requirements determined to be reasonably necessary for the public health, safety or welfare of city residents and property owners.

Improvements were recently made to the site design to address two original conditions of approval from the Major Development Plan. The Modification to the Development Plan, which was recommended for approval by the Planning Board on February 19, 2009 and is scheduled for the City Commission on March 17, 2009, has a new condition for approval related to stormwater management permitting which is incorporated into the Development Agreement. Please see the first and second Whereas clause on page 4 and in Section 4.3 South Florida Water Management District on page 8.

(12) A statement indicating that failure of the development agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

This particular statement can be found under the Terms of Agreement, Section 9, Compliance with Permits, Terms, Conditions and Restrictions Not Identified (page 11), for addressing this issue.

(13) At the city commission's discretion, the development agreement may provide that the entire development, or any phase thereof, be commenced or completed within a specific period of time.

The proposed duration of the agreement is ten years, per Terms of Agreement**,** Section 10, Duration of Agreement and Renewal, subsection (a) Duration of Agreement (Page 11), and three phases are proposed by the applicant under subsection (c) Phasing (Page 12), and additionally on page 3 "Whereas" clause number 5.

(b) At such time as the city administrative official has reduced the terms of the proposed development agreement to written contractual form, the administrative official shall transmit such development agreement to the planning board and the city commission with a written recommendation from the development review committee.

This report responds to this requirement.

(c) Prior to the first public hearing, the proposed development agreement shall have been reviewed by the planning board, and its recommendation along with the development review committee's recommendation shall be provided to the city commission.

This report and scheduled public meeting with the Planning Board responds to this requirement.

RECOMMENDATION

The Planning Department, based on the criteria established by the Comprehensive Plan and the Land Development Regulations, recommends the request for a Development Agreement be **approved.**

Resolution

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, the City Commission resolved on May 20, 2008 to pursue Development Agreement negotiations with the property owner (per Resolution 08-156);

WHEREAS, the property owner submitted a draft Development Agreement and associated studies and documentation to the Planning Department for review and discussion;

WHEREAS, the Development Review Committee reviewed the draft Development Agreement and related documentation on January 22, 2009; and

WHEREAS, the draft Development Agreement was amended in response to City staff comments; and

WHEREAS, after public notice, the request for a Development Agreement was heard by the Planning Board at the regularly scheduled Planning Board Meeting on March 19, 2009; and

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.

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.

_____ Chairman
_____Planning Director

Richard Klitenick, Chairman Date
Key West Planning Board

Attest:

_____

Amy Kimball-Murley, AICP, Planning Director Date

Filed with the Clerk

_____

Cheryl Smith, City Clerk Date

_____ Chairman
_____Planning Director

Development Agreement

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, Inc. 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 City of Key West. The City of Key West leases 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

WHEREAS, the applicant proposed a Modification to the Major Development Plan to improve the project design and comply with two conditions of approval contained in the original Major Development Plan the first condition required ADA compliant sidewalk connections and the second condition required an emergency vehicle access; and

WHEREAS, the City Planning Board noticed and held a public hearing to consider the Modification to the Major Development Plan on February 19, 2009, and recommended approval with a single condition requiring a stormwater (ERP) permit from the South Florida Water Management District (Resolution 2009-005); and the City Commission noticed and held a public hearing to consider the Modification to the Major Development Plan on March 17, 2009, and it was approved with the condition recommended by the Planning Board; and

WHEREAS, the City Planning Board noticed a public hearing to consider this Development Agreement on March 19, 2009, and the City Commission noticed a public hearing to consider this Development Agreement on April 7, 2009, and these public hearings were held; and

WHEREAS, the City has determined that this Agreement is consistent with the local comprehensive plan, the land development regulations, and is in the public interest, and will further the health, safety, welfare, and goals of the residents of the City of Key West;

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 City of Key West. The City of Key West leases 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***.

b. Modifications. Modifications to the Major Development Plan are governed by City Code Section 108-91(c) and (d) as the Code exists on the effective date of this approval (unless the Code is amended from time to time to allow additional administrative or minor modifications, which shall then also apply to this development).

c. Fire Safety. AIDS HELP shall provide all fire protection facilities as required by the City Fire Department and Life Safety Code administered by the City Fire Department.

d. Wind Load. AIDS HELP shall construct all structures on the Property, including doors, windows, and cladding, to withstand the mile per hour peak winds as specified in the Building Code.

e. Energy Efficiency. AIDS HELP shall construct all residential structures in conformance with the specifications of the State of Florida Energy Efficiency Code for Building Construction (State Energy Code).

3. Public Utilities, Concurrency, Impact Fees. Applicant and City staff have conducted a concurrency analysis for this project pursuant to City Code Chapter 94 Concurrency Management, and Section 90-682(5) as set forth in ***Attachment C***. All public facilities are available as of the date of this Development Agreement, capacity for each is projected to be available concurrent with the impacts of development.

The following identifies the public facilities that are required and that will service the development authorized by this Agreement; who shall provide the facilities; what new

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.

4. <u>List of All Local Permits Approved or Needed</u>

a. Development Approvals. The following City development approvals have been granted or are needed for the development authorized by this Agreement:

1. Site Plan. Final site plan approval will be required by the City building official, fire marshal, and planning staff confirming compliance with this Agreement and applicable City Code requirements.

2. Building Permits. A building permit or permits will be required.

3. South Florida Water Management District. An Environmental Resource Permit (ERP) will be required from the South Florida Water Management District.

4. Major Development and Conditional Use. Applications for 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 meeting held on May 2, 2006 (Resolution 06-153); and the approval was then extended by the City Commission on August 15, 2007 (Resolution 07-275). The City Planning Board noticed an held a public hearing to consider a Modification to the Major Development Plan on February 19, 2009 (Resolution 2009-005); and the City Commission noticed and held a public hearing to consider the Modification to the Major Development Plan on March 17, 2009; and the Modification to the Major Development Plan was approved (Resolution 2009-___) as forth in ***Attachment B-2***. The "Conditional Use" Approval per Resolution 2006-008 as

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.

108-1056.…" Key West Code Section 86-9(2)h. Both the City of Key West Code Section 86-9 and the prior development order approvals for the major development plan contained in this development agreement were previously reviewed, adopted or approved by the Department of Community Affairs (DCA) acting as the state land planning agency. Approval of a similar rest home for AIDS HELP, was upheld by the Circuit Court as both in compliance with the City of Key West Code and consistent with the City of Key West Comprehensive Plan in *Catherine Street Alliance v. City of Key West and AIDS HELP, INC.* Circuit Court Case No. 2007-CA-1443 K, Final Order dated January 8, 2008 (Judge Audlin).

c. The project shall comply with, and only serve clients who meet, affordable housing standards set forth in the City of Key West Comprehensive Plan Housing Element Policy 3-1.1.3 using the Housing Authority of City of Key West Affordability Policy.

d. The City hereby allocates five (5) equivalent single family units (ESFU) of affordable housing unit allocations, as defined herein by Policy 3-1.1.3 of the City of Key West Comprehensive Plan, for this project under the Building Permit Allocation System Zoning in Progress Ordinance, Resolution 09-050.

6. **Mutual Cooperation on Community Facilities Project**. This rest home will serve low income disabled people and low income people with HIV disease who qualify for affordable housing. The City agrees to partner and cooperate with the AIDS HELP in a timely manner in providing expedited review of all permits, licenses, approvals,

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

pursuant to City Code Section 90-684. This Development Agreement may be renewed or extended as provided herein.

b. Agreement Renewal. This Agreement may be renewed or extended upon an affirmative vote of the City Council (see 12. b of this document).

c. Phasing. The project in shall be completed in a maximum of three phases, together with the corresponding required site work, as set forth in the Modification to the Major Development Plan, ***Attachment B-2***. The first phase shall commence within the first five (5) years of the date of this agreement and certificates of occupancy for all phases shall be completed within ten (10) years of the date of this agreement.

d. Extension of Deadlines. Deadlines contained herein shall commence on the Effective Date of this Development Agreement as set forth below, and this Development Agreement shall extend and replace all previous deadlines contained in prior approvals for this proposed development.

11. <u>Governing Laws</u>

a. Controlling Regulations. For the duration of this Agreement, all approved development on the Property shall comply with and be controlled by this Agreement and by the provisions of the Comprehensive Plan and City Code in existence on the effective date of this Agreement.

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. <u>Amendments, Renewal, Revocation, Termination</u>. 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

public hearing. The notice shall specify the location of the land subject to the Agreement, the development uses on the Property, the population densities, and the building intensities and height and shall specify a place where a copy of the Agreement can be obtained.

c. Revocation by City. Pursuant to Section 163.3235, Florida Statutes (2008) and City Code Section 90-689, this Agreement may be revoked by the City if the City finds, on the basis of competent substantial evidence, that there has been a material failure by AIDS HELP, to comply with the terms of this Agreement.

d. Termination by Mutual Consent. This Agreement may also be terminated by mutual consent of the parties.

13. <u>Breach of Agreement and Cure Provisions.</u>

a. Written Notice to AIDS HELP. If the City concludes there has been a material breach of this Agreement, prior to revoking this Agreement, the City shall serve written notice to AIDS HELP identifying the term or condition the City contends has been materially breached and providing AIDS HELP ninety (90) days from the date of receipt of the notice to cure the breach or negotiate an amendment to the Agreement. Each of the following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of AIDS HELP shall be considered a material breach of this Agreement: (a) failure to comply with the provisions of this Agreement; or (b) failure to comply with terms and conditions of permits issued by the City of Key West or other regulatory entity for the development authorized by this Agreement.

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

express delivery service with a signed receipt required. Notice shall be effective upon receipt. The addresses of the parties for such notice are as follows:

TO AIDS HELP: Executive Director AIDS Help, Inc.
PO Box 4374
Key West, Florida 33041-4374
Phone (305) 296-6196

TO THE CITY: City Manager, City of Key West
521 Angela Street
Key West, Florida 33040

With a copy by regular U.S. Mail to:

City Attorney, City of Key West
P.O. Box 1409
Key West, Florida 33041

15. **Annual Report.** Fourteen days prior to the anniversary date of the Effective Date of this Agreement and each year following until its termination, AIDS HELP shall provide to the City a report pursuant to City Code Section 90-688 (a), (b) and (c) identifying:

(a) the amount of development authorized by this Agreement that has been completed;

(b) the amount of development authorized by this Agreement that remains to be completed; and

(c) any changes to the plan of development that have occurred during the one (1) year period from the Effective Date of this Agreement or from the date of the last annual report.

(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

affected person as defined in Section 163.3215(2), Florida Statutes (2008), or the state land planning agency may file an action for injunctive relief in the circuit court of Monroe County, Florida, to enforce the terms of this Agreement or to challenge the compliance of this Agreement with the provisions of Sections 163.3220-163.3243, Florida Statutes (2008).

17. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

18. **Assignment.** This Agreement may not be assigned without the written consent of the parties.

19. **Drafting of Agreement.** The parties acknowledge that they jointly participated in the drafting and review of this Agreement and that no term or provision of this Agreement shall be construed in favor of or against either party based solely on the drafting of the Agreement.

20. **Severability.** In the event any provision, paragraph or section of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

21. **Applicable Law.** This Agreement was drafted and delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. Agreed venue for hearings held by the Division of Administrative Hearings shall

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

the agreement with the clerk of the circuit court in the county. A copy of the recorded development agreement shall be submitted to the state land planning agency within 14 days after the agreement is recorded as provided in F.S. § 163.3239. A development agreement shall not be effective until it is properly recorded in the public records of the county and until 30 days after having been received by the state land planning agency pursuant to F.S. § 163.3239.

27. **Date of Agreement.** The date of this Agreement is the date the last party signs and acknowledges this Agreement.

28. **Effective Date.** A development agreement shall not be effective until it is properly recorded in the public records of the county and until 30 days after having been received by the state land planning agency pursuant to F.S. § 163.3239. The agreement shall be effective on the date it is deemed approved by the state land planning agency (or on the date any objections by the state land planning agency are deemed waived) under Florida Statutes Chapter 380 and City Code Section 90-690.

29. **Successors.** The burdens of the development agreement shall be binding upon and the benefits of the agreement shall inure to all successors in interest to the parties to the agreement as provided in F.S. § 163.3239 and City Code Section 90-691.

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

AIDS HELP, INC.

A Florida Not For Profit Corporation

By _____

Ed Czaplicki, PRESIDENT

Date: _____

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me on this _____ day of _____ 2009, by _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

_____

Notary Public, State of Florida At Large

[seal]

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

Application Form

DEVELOPMENT AGREEMENT APPLICATION
City of Key West Planning Department
605-A Simonton Street, Key West, FL 33040
(305) 292-8229

KEY WEST ... 3 2009 MONROE COUNTY

SEAL OF THE CITY OF KEY WEST, FLORIDA

Date Rec'd_____

Development Agreement

Development Plan	Conditional Use	Historic District
Major___X_	__X___	Yes_____
Minor_____		No __X__

Please print or type and call the Planning Department if you have any questions.

1) Site Address Block of 3200 Duck Avenue - Poinciana Special Needs Housing Section

2) Name of Applicant AIDS Help, Inc. c/o Trepanier & Associates, Inc.

3) Applicant is: Owner _____ Authorized Representative __X_____
(attached Authorization Form must be completed)

4) Address of Applicant P.O. Box 2155, Key West, FL 33045-2155

5) Applicant's Phone # 305-293-8983 Fax 305-293-8748

6) Name of Owner, if different than above City of Key West

7) Address of Owner P.O. Box 1409, Key West, FL 33041-1409

8) Owner Phone # 305-809-3888 Fax 305-809-3886

9) Zoning District of Parcel: MDR-1 RE#: 00064740-000000

10) Is Subject Property located within the Historic District? Yes _____ No __X___

If Yes: Date of approval ____NA_____ HARC # NA

OR: Date of workshop ___NA_____ Date of expected approval _____

11) Description of Proposed Development and Use:

AIDS Help is proposing a new affordable, rest home for low income disabled people and low income people with HIV disease in the Special Needs Section of the Poinciana Housing Complex. The housing will be affordable in perpetuity. The facility will consist of 50 bedrooms each of which will function essentially as individual living units designed to accommodate low income disabled people and low income people with HIV disease. The design will incorporate wide pedestrian access ways for wheelchairs; extra bike and scooter spaces; and visitor auto parking. The development area will be substantially landscaped, buffered and brought up to current stormwater management requirements. A geo block fire lane has been designed to accommodate emergency vehicle access. Uses such as this are regulated by floor area ratio and not density. ROGO equivalency is based on an allocation of 0.1 unit per bed.

DEVELOPMENT AGREEMENT APPLICATION
City of Key West Planning Department
605-A Simonton Street, Key West, FL 33040
(305) 292-8229

12) Has subject Property received any variance(s)? Yes _____ No X

If Yes: Date of approval _____ Resolution # _____ Attach resolution(s).

13) Are there any easements, deed restrictions or other encumbrances on the subject property?

Yes X No _____ If Yes, describe and attach relevant documents. Please see attachments

14) A. For *Conditional Uses and Development Plans*, provide the information requested on the attached **Conditional Use and Development Plan** sheet.

B. For *Conditional Uses*, include also the **Conditional Use Criteria** required under Chapter 122, Article III, Sections 122.61 and 122.62 of the Land Development Regulations (copy attached).

C. For *Major Development Plans*, provide also the additional information requested on the **Development Plan Submission Materials** (Sections 108.226 through 108.232 of the Land Development Regulations, copy attached) and other information as determined by the Planning Staff.

Please note, development plan and conditional use approvals are quasi-judicial hearings and it is improper to speak to a Planning Board member or City Commissioner about the project outside of the hearing.

Verification

I, Trepanier & Associates, Inc (please print), being duly sworn, depose and say
Name of Applicant
that I am (check one) the owner_____ / owner(s)' legal representative X of the property which is the subject matter of this application. All of the answers to the above questions, drawings, plans and any other attached data to this application, are true and correct to the best of my knowledge and belief and that if not true or correct, are grounds for revocation of any action reliant on said information.

Sarah R. Davis
Signature of Applicant

Subscribed and sworn to (or affirmed) before me on December 1 2008 (date) by Sarah R. Davis (name of affiant, deponent or other signer). He/She is personally known to me or has presented _____ as identification.

Richard Puente
Notary's Signature and Seal

RICHARD PUENTE
MY COMMISSION # DD524819
EXPIRES: Mar. 2, 2010
(407) 398-0153 Florida Notary Service.com

Richard Puente Name of Acknowledger typed, printed or stamped

Notary Title or Rank DD524819 Commission Number

DEVELOPMENT AGREEMENT APPLICATION
City of Key West Planning Department
605-A Simonton Street, Key West, FL 33040
(305) 292-8229

Development Agreement Submission Requirements

Sec. 90-680. Required information for application.

An applicant for a development agreement shall meet the requirements for development plan review set forth in article II of chapter 108. Please above.
(Ord. No. 97-10, § 1(1-3.5), 7-3-1997)

Sec. 90-682. Content.

(a) Any development agreement approved under this article shall contain not less than the following requirements as provided in F.S. § 163.3227:

(1) A legal description of the land subject to the development agreement and the identification of all persons having legal or equitable ownership therein. Owner: City of Key West
Lessee: Key West Housing Authority
Sub lessee: AIDS Help, Inc.

(2) The duration of the development agreement, which duration shall not exceed five years, but which may be extended by mutual consent of the city and the developer. AIDS Help is requesting the the duration of the agreement be for 5 years and a 5 year extension.

(3) The development uses permitted on the land, including population densities, building intensities and building heights. Please see Site Data table and associated plans (attached).

(4) All documents required to comply with criteria cited in the land development regulations applicable to the subject project. Please see attached.

(5) A description of the public facilities that will service the development: All public facilities are accessible to the site.

(6) Performance bond: No new off site infrastructure will be required. All onsite infrastructure will be installed at each stage.

(7) A description of any reservation or dedication of land for public purposes. All land involved is public land.

(8) If land is to be conveyed...: No land will be conveyed as part of this proposal.

(9) A description of all development permits approved or needed to be approved for the development of the land, which description shall specifically include but not be limited to the following: Major Development Plan approval, Conditional Use approval, and Building Permits.

(10) A specific finding in the development agreement that the development permitted or proposed is consistent with the city's comprehensive plan: This project is consistent with the Key West Comp Plan as follows:

GOAL 1.1 LAND USE:

OBJECTIVE 1-1.1 PLAN AND DESIGN FOR RESIDENTIAL QUALITY:

The goal of this affordable, special needs housing project is to provide safe, quality, dignified residential space for people living with AIDS. By its very nature it furthers the goals of the Comp. Plan to plan and design residential quality.

POLICY 1-1.1.1 PROVIDE ACCESS TO GOODS AND SERVICES AND PROTECT RESIDENTIAL AREAS FROM THE ADVERSE IMPACVTS OF TRANSITION IN LAND USE:

This project is proposed within the Special Needs Section of Poinciana Housing. An area which has been defined by the City as an area specifically designated as housing for people with special needs. Additionally, the area of development will be substantially landscaped and a native plant buffer will be installed along the property line between this multi-family medium density residential project and the adjacent multi-family medium density residential project.

POLICY 1-1.1.2 PROMOTE ORDERLY LAND USE TRANSITION:

This residential project is surrounded by residential uses of similar density. However, the area of development will be heavily landscaped to enhance the quality of life for the residents of this project, which provides the ancillary benefits of creating a better quality of life for the adjacent properties as well.

POLICY 1-1.1.3 PROMOTE ORDERLY TRANSITION OF RESIDENTIAL DENSITIES:

This multi-family medium density residential project is adjacent to another multi-family medium density residential project. The project will be set back and substantially buffered from the lower density residential across Duck Avenue.

POLICY 1-1.1.4 REFINFORCE AND ENHANCE APPEARANCE OF RESIDENTIAL AREAS AND PROVIDE AMENITIES:

Currently this site is very open with little native landscaping. The project will result in an architecturally interesting residential building and substantially landscaped park-like areas with picnic tables and child friendly openspace. The project also proposes the installation of a new bus stop at the drive way edge. The bus stop will serve the residents of the project who primarily use buses, bikes and scooters for transportation. However the adjacent neighbors will benefit from the additional bus stop as well.

GOAL 1-2 FUTURE LAND USE:

OBJECTIVE 1-2.1 ALLOCATING NEW TOWN RESIDENTIAL DENSITY:

Most residential uses are defined by density, or the number of units per acre of land. However, uses such as we are proposing are define not by density, but by floor area ratio as defined by Key West Code Section 86-9. Thus Density does not apply to this project.

GOAL 1-3 IMPLEMENTING LAND USE GOALS AND OBJECTIVES:

OBJECTIVE 1-3.12 MANAGING BUILDING PERMIT ALLOCATION:

According to the existing Permit Allocation System, uses such as we propose are allocated a 0.1 ROGO equivalency per bed. This project proposes 50 beds and therefore will require 50 x 0.1 ROGO Unit = 5 ROGO Units.

GOAL 2-1: TRAFFIC CIRCULATION

OBJECTIVE 2-1.1 SAFE, CONVIENENT, AND EFFICIENT TREANSPORTATION SYSTEM:

The new Traffic Element of the Comp Plan promotes multi-model transportation. This project also promotes multi-model transportation. The residency requirements for AIDS Help housing is very strict. One of the criterion for residency is an income of no more than $1,160 per month. This low income mostly prohibits automobile ownership. Currently, only 27% of AIDS Help residents own an automobile. The majority use scooters bicycles and public transportation. AIDS Help offers bus passes to all eligible clients and most utilize the service. As a result of the high ridership numbers of AIDS Help clients we are proposing to create a new bus stop on the property. All walkways will be ADA accessible and separated from vehicle traffic.

OBJECTIVE 2-1.4 FACILITIES FOR BICYCLES AND PEDESTRIAN WAYS:

Duck Avenue is one of the main bicycle arterials on the Island. The plan is to have a separated extra wide path running along Poinciana parallel to Duck. The project will connect the interior walk and bike ways with the proposed new connections along Duck.

GOAL 3-1 HOUSING:

OBJECTIVE 3-1.1 PROVIDE AFFORDABLE QUALITY HOUSING AND ADEQUATE SITES FOR LOW AND MODERATE INCOME HOUSING:

Housing studies show we have a need for additional affordable housing. This 50 bed affordable project is being developed on City-owned land according to the goal of the Comp Plan. Additionally, because it is controlled by the City it can be affordable in perpetuity.

MAJOR DEVELOPMENT PLAN & CONDITIONAL USE APPLICATION
City of Key West Planning Department
605-A Simonton Street, Key West, FL 33040
(305) 292-8229

Development Plan Submission Materials

Sec. 108-227. Title block.
Please see site plan

Sec. 108-228. Identification of key persons.
Please see site plan

Sec. 108-229. Project description.
Please see site plan

Sec. 108-230. Other project information.
A general outline of the proposed development shall include the following criteria where applicable:

(1) Proposed stages or phases of development: Project will develop in a maximum of 3 phases. Each phase will consist of one wing of the facility and all associated site work.
(2) Target dates for each phase: The first phase will begin upon approval.
(3) Expected date of completion: The entire project shall be completed within 10 years.
(4) A written description of characteristics of the proposed development: AIDS Help, Inc. received Major Development Plan and Conditional Use approval per Resolution No. 07-275 for the above property on 08/07/08. This application seeks to modify the approved site plans. This project will serve disabled people and people with HIV disease who qualify for affordable housing.
(7) Buildings and siting specifications which shall be utilized to reduce damage potential and to comply with federal flood insurance regulations: All new buildings will designed to comply with FEMA regulations.
(8) Protection against encroachment together with proposed mitigation measures to be employed within environmentally sensitive areas: This site has no environmentally sensitive areas.

Sec. 108-231. Residential developments.
If the development includes residential units, the following characteristics shall be discussed in the written description: This project is strictly an affordable, rest home for disabled people and people with HIV disease.

(1) A breakdown of the proposed residential units by number of bedrooms: There will be no change to the previous approved use - 50 bedrooms, each with a separate living room and cooking facilities.
(2) Tenure: Long term rental
(3) Structure type, such as single-family, duplex, multiple-family, mobile home: multi-family

Sec. 108-232. Intergovernmental coordination.
Coordination per DRC

MAJOR DEVELOPMENT PLAN & CONDITIONAL USE APPLICATION

City of Key West Planning Department
605-A Simonton Street, Key West, FL 33040
(305) 292-8229

IV. Site Data Table:

SITE DATA TABLE

Issue	Existing			Resolution No. 07-275 Approved			Permitted/Required			Proposed Modification			
Zoning	Medium Density Residential District - 1												
RE Number	00064740-000000												
FEMA Flood Zone	AE 7												
Site Size†	333,839	sq. ft.	100%	333,839	sq. ft.	100%	10,000	sq. ft.		No Change			Complies
FAR†	0%	0	sq. ft.	8%	26,418	sq. ft.	100%	333,839	sq. ft.	9.6%	32,322	sq. ft.	Complies
Height†	Unknown			35 ft			35 ft			35 ft			Complies
Building Coverage†	40,061	sq. ft.	12%	51,647	sq. ft.	15%	133,536	sq. ft.	40%	55,355	sq. ft.	16.5%	Complies
Impervious Surface†	136,874	sq. ft.	41%	164,702	sq. ft.	50%	200,303	sq. ft.	60%	172,930	sq. ft.	51.5%	Complies
Landscape Area‡	116,844	sq. ft.	35%	116,844	sq. ft.	35%	116,844	sq. ft.	35%	116,844	sq. ft.	35%	Complies
Lot Width †				538 ft			80 ft			No Change			Complies
Lot Depth †				350 ft			100 ft			No Change			Complies
Setbacks (ft.):† Front	30 ft			30 ft			10 ft			No Change			Complies
R. Side	65 ft			65 ft			15 ft			No Change			Complies
L. Side	85 ft			85 ft			20 ft			27 ft			Complies
Rear	?			?			20 ft			No Change			Complies
Parking Spaces‡	84			97			12.5			98			Complies
Bicycle/Scooter‡	Unknown			11			1.25			14 scooter, 8 bikes			Complies
Stormwater Management‡	Please see attached drainage plan												

† Calculations based on entire parcel.
‡Calculations based on leasehold area.

AIDS Help, Inc.
Housing Needs Assessment as of January 2, 2009

1. **Number of clients**
   330

2. **Number of clients receiving rental assistance**
   111 receiving assistance from AHI
   - 48 clients receiving CDO (1 in AHI properties)
   - 26 clients receiving long term SHOPWA
   - 18 clients receiving short term SHOPWA
   - 19 clients receiving PRAC

   31 clients receiving Section 8 assistance (12 in AHI properties)
   142 total number of clients receiving rental assistance

3. **Number of clients not permanently housed**

AIDS: 56	Upper: 9	Middle: 7	Lower: 40
HIV+: 25	Upper: 9	Middle: 8	Lower: 8

4. **Number of clients working**

AIDS: 63	Upper: 6	Middle: 3	Lower: 54
HIV+: 39	Upper: 9	Middle: 10	Lower: 20

5. **Number of clients receiving SSD and/or SSI**

AIDS: 153	Upper: 17	Middle: 17	Lower: 119
HIV+: 10	Upper: 2	Middle: 0	Lower: 8

6. **Number of families that need 1, 2 or more bedrooms***

   From the AHI properties waitlist:
   - 1 bedroom: 33
   - 2 bedroom: 10
   - 3 bedroom: 1

   From CDO list of clients:
   - 1 bedroom: 25
   - 2 bedroom: 16
   - 3 bedroom: 1

   From SHOPWA list of clients:
   - 1 bedroom: 64
   - 2 bedroom: 9
   - 3 bedroom: 6

There on 102 clients on the waitlist for permanent housing

*NOTE: some of these numbers are duplicates and some people are people that don't want to move.

Analysis

Number of housing units owned by AIDS Help

McCarthy Rodgers	5	2 one bedroom units, 2 two bedroom, 1 three bedroom
Harvey House	11	10 one bedroom units, 1 two bedroom
Marthy Place	13	12 one bedroom units, 1 two bedroom
Triplex	3	3 one bedroom units
	32	

Number under construction

Poinciana Plaza	50	50 one bedroom units
Seebol Place	14	14 one bedroom units
	64	

Total number of units **96** **91 one bedroom units, 4 two bedroom, 1 three bedroom**

Number of clients eligible to live in AIDS Help Housing and income less than 150% of poverty **163 Disabled with AIDS**

Number who are eligible to live in Affordable Housing **99 Clients who work**

142 clients currently receive rental assistance

AHI- AIDS Help, Inc. (On December 20 the corporate name was changed to A.H. of Monroe County, Inc. Two fictitious names(doing business as) were also approved; AIDS Help and AHI

CDO- Community Development Office of the City of Key West

SHOPWA- State funded Housing Opportunities for People living with AIDS. SHOPWA is a state funded rental assistance program for people living with AIDS

PRAC- Project Rental Assistance Contract. This is a program funded by the Department of Housing and Urban Development that provides low income housing for disabled people.

ATTACHMENTS

Attachment A - Legal Description

Attachment B - Modification to the Major Development Plan

Attachment C - Concurrency Analysis

Authorization Form

DEVELOPMENT AGREEMENT APPLICATION
City of Key West Planning Department
605-A Simonton Street, Key West, FL 33040
(305) 292-8229

Authorization Form

I, Robert Walker, Executive Director – AIDS Help, Inc., authorize Aids Help, Inc. to pursue necessary development approvals required to construct affordable housing on a portion of the Special Needs section of the Poinciana housing complex (RE# 00064740-000000).

Robert G. Walker

Mr. Robert Walker, Executive Director

Subscribed and sworn to (or affirmed) before me on 5-Nov-2008 (date) by Mr. Robert Walker who is personally known to me or has presented _____ as identification.

Notary's Signature and Seal

KAREN A. FRANK-NOLL
Comm# DD0686934
Expires 6/18/2011
Florida Notary Assn., Inc

_____ Name of Acknowledger printed or stamped

_____ Title or Rank

_____ Commission Number, if any

Deed

Attachment A –

LEGAL DESCRIPTION

MONROE COUNTY
OFFICIAL RECORDS

STATE OF FLORIDA)
)
COUNTY OF MONROE)

FILE #1201395
BK#1655 PG#1771

RCD Sep 29 2000 02:15PM
DANNY L KOLHAGE, CLERK

QUITCLAIM DEED

DEED DOC STAMPS 0.70
09/29/2000 DEP CLK

KNOW ALL MEN BY THESE PRESENTS, that the United States of America, acting by and through the Department of the Navy, (hereinafter called "**GRANTOR**") whose mailing address is Southern Division, Naval Facilities Engineering Command, P.O. Box 190010, 2155 Eagle Drive, North Charleston, SC 29419-9010, for and in consideration of Ten Dollars ($10.00), the performance by the City of Key West (hereinafter called "**GRANTEE**") of the covenants, conditions and restrictions hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged does hereby release and quitclaim unto the **GRANTEE** the following described real property, including all rights in abutting streets, in and to the property, and related personal property in County of Monroe, Florida (herein called the "Property") to wit:

7.66 acres of land, more or less, located in Poinciana Housing Complex, Key West, Florida, described in **EXHIBIT "A "**, attached hereto and made a part hereof.

The Property contains Buildings # P-1614, #1615, #1616, #1617, #1618, #1619, #1620, #1621, #1622, #1623, #1624, #1625, and #1626.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said **GRANTEE**, its successors and assigns forever.

Subject, however, to any easements and rights-of-way for roads, highways, pipeline, and public utilities of record, and subject to the following covenants, conditions and restrictions.

The property hereby conveyed has heretofore been declared surplus to the need of the United States of America and is presently under the jurisdiction of the Department of the Navy, is available for disposal pursuant to Section 2905(b)(7) of Public Law 101-510, as amended by Public Law 103-421, Base Closure Community Redevelopment and Homeless Assistance Act of 1994, ("the Act").

A Finding of Suitability to Transfer (FOST) is attached as **EXHIBIT "B"** and an Addendum for Transfer to the Environmental Baseline Survey for Lease (AFTEBSL) is attached as **EXHIBIT "C"** to the Deed; an Environmental Baseline Survey (EBS) report is referenced in the FOST; the FOST, AFTEBSL, and EBS reference environmental conditions on the Property and on other property not subject to this Deed. Those restrictions and environmental conditions described in the FOST, AFTEBSL, and EBS which are applicable to the Property are contained in this Deed. The FOST sets forth the

basis for the **GRANTOR's** determination that the Property is suitable for transfer. The **GRANTEE** is hereby made aware of the notifications contained in the EBS, AFTEBSL, and the FOST.

NOTICE OF HAZARDOUS SUBSTANCE OR PETROLEUM PRODUCTS STORED FOR ONE YEAR OR MORE, KNOWN TO HAVE BEEN RELEASED OR DISPOSED OF.

The information contained in this notice is required under the authority of Section 120(h)(3) of the Comprehensive Environmental Response, Liability, and Compensation Act 9CERCLA or "Superfund") 42 U.S.C. Section 9620(h)(3) and (h) (4).

Petroleum fuel products, paints, and janitorial supplies consistent with home use were stored in quantities below that required for reporting under 40 CFR 373 (EPA Hazardous Substances Reporting Requirements for Selling or Transferring Federal Real Property).

GRANTEE hereby acknowledges that Lead-Based Paint has been identified in the Buildings. A Lead Based Paint Disclosure Statement is provided as **EXHIBIT "D"** to this Deed. **GRANTEE** covenants that all lead-based paint hazards will be controlled or abated prior to re-occupancy of the housing units.

GRANTEE hereby acknowledges that non-friable asbestos containing material (ACM) has been found on the property. The ACM on the property does not currently pose a threat to human health or the environment. **GRANTEE** shall manage the ACM in accordance with applicable laws and regulations.

GRANTEE hereby acknowledges that residual arsenic was detected at two subsurface soil areas and in one groundwater location in excess of the applicable action level. A groundwater monitoring well (MW-01) is installed between P-1618 and P-1619 Truesdale Court. **GRANTEE,** shall provide notification that anyone who disturbs subsurface soils in the area of MW-01 comply with all applicable environmental, health, and safety laws and regulations. No groundwater wells for either irrigation or potable water purposes will be allowed within 75 feet of MW-01 until such time as Florida Department of Environmental Protection (FDEP) approved site closure has occurred. **GRANTOR** will continue to monitor the groundwater at MW-01 quarterly for one year and annually thereafter until such time as three consecutive sampling events yielding less than or equal to 50 ug/l of arsenic has occurred.

The above use restrictions (hereinafter referred to as the "Restrictive Covenant") shall run with the land until removed from the property or applicable portions thereof with both **GRANTOR** and FDEP concurrence. **GRANTEE** and its successors and assigns hereby grant a conservation easement pursuant to and in accordance with the provisions of Section 704.06, Florida Statutes, on the restricted property to FDEP and their respective successors and assigns for the purpose of determining compliance with the Restrictive Covenant. This Restrictive Covenant may be enforced by FDEP by

injunctive relief and other appropriate available remedies in a court of competent jurisdiction.

GRANTOR covenants that all remedial action necessary to protect human health and the environment with respect to any known hazardous substance or petroleum product remaining on the property has been taken before the date of transfer.

GRANTOR covenants that any additional remedial action found to be necessary after such date of transfer shall be performed by the United States.

GRANTEE covenants that the **GRANTOR**, its officers, agents, employees, contractors and subcontractors, in accordance with Section 120(h) of Comprehensive Environmental Response, Compensation and Liability Act, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property. **GRANTEE** agrees to comply with activities of the **GRANTOR** in furtherance of these covenants and will take no action to interfere with future necessary remedial and investigative actions of the **GRANTOR**. The **GRANTOR** and the **GRANTEE** agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and operations of **GRANTEE**, its successors and assigns, and of any Lessee or any Sublessee of the Property. Any inspection, survey, investigation, or other response or remedial action will to the extent practicable, be coordinated with representatives designated by **GRANTEE** or its successors and assigns.

GRANTEE agrees to comply with the provisions of any health or safety plan in effect during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by **GRANTEE** and any lessee. **GRANTEE**, any lessees, or licenses shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof. In addition, **GRANTEE** shall comply with all applicable Federal, State, and local occupational safety and health regulations.

The **GRANTOR** recognizes its obligations under Section 330 of the National Defense Authorization Act of 1993, as amended (Pub.L. No. 102-484).

GRANTEE covenants that in the event that undiscovered buried cultural materials are encountered during construction or disturbance activities, work shall cease in the immediate area until professional archeological evaluation(s) is made in accordance with 36 CFR 800.ll(b)(2) and the State of Florida Historic Preservation Officer (SHPO) is consulted. Should the professional evaluation indicate that the finding is significant, **GRANTEE** will seek professional determination of eligibility for inclusion in the National Register of Historic Places (Register) in accordance with 36 CFR 800.4 (c).

GRANTEE covenants for itself, successors, and assigns and every successor in interest to the Property, or any part thereof, that **GRANTEE** and such successors, and assigns

shall not discriminate upon the basis of race, color, religion, disability, or national origin in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to Property used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

RECOUPMENT COVENANT: **GRANTEE** acknowledges that it has read and understands and agrees to the terms and provisions within the recoupment covenant attached as **EXHIBIT "E"** to this deed.

GRANTOR reserves the right to enter and inspect the Property for purposes of confirming compliance with the requirements of "the Act".

The failure of **GRANTOR** to insist in any one or more instances upon complete performance of the conditions subsequent, terms, or covenants of this Deed shall not be construed as a waiver of, or a relinquishment of, **GRANTOR's** right to the future performance of any of those conditions subsequent, terms and covenants and the **GRANTEE's** obligations with respect to such future performance shall continue in full force and effect.

All covenants, conditions subsequent and restrictions contained in this Deed shall run with the land and be binding upon **GRANTEE**, its successors and assigns to all of or any part of the Property. All rights and powers reserved to **GRANTOR** by this Deed may be exercised by any successor in function to **GRANTOR**, and all references to **GRANTOR** shall include any successor in function. All covenants and conditions subsequent contained herein are for the sole benefit of **GRANTOR** with the exception of the Restrictive Covenant, which is also for the benefit of FDEP and may be modified or abrogated by **GRANTOR** as provided by the Act.

LIST OF EXHIBITS: The following exhibits are attached hereto and made a part of this deed:

EXHIBIT A	PROPERTY Description
EXHIBIT B	Finding of Suitability to Transfer
EXHIBIT C	Addendum for Transfer to the Environmental Baseline Survey for Lease (AFTEBSL)
EXHIBIT D	Lead-Based Paint Hazard Disclosure & Acknowledgement Form
EXHIBIT E	Recoupment Covenant

EFFECTIVE the 13th day of September 2000.

UNITED STATES OF AMERICA
Acting by and through

Name: _____

Title: Director, Real Estate Division

WITNESSES:

_____
Jan Hill
(Print Name)

_____
JONATHAN BARTKU
(Print Name)

CONCURRENCE:

_____
Commanding Officer
Naval Air Station
Key West, Florida

FILE #1201395
BK#1655 PG#1776

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

BEFORE me the undersigned, Notary Public in and for the said County and State on this day personally appeared E R Nelson JR, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me, that he executed the foregoing instrument for the purposes therein expressed.

Given under my hand and seal of office this 13th day of September 2000.

Gloria L Smith

Notary Public – State of South Carolina
My commission expires: _____

NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires November 20, 2003

DEPARTMENT OF THE NAVY
THE ASSISTANT SECRETARY OF THE NAVY
(INSTALLATIONS AND ENVIRONMENT)
1000 NAVY PENTAGON
WASHINGTON, D.C. 20350-1000

FILE #1201395
BK#1655 PG#1777

August 2, 2000

MEMORANDUM FOR COMMANDER, NAVAL FACILITIES ENGINEERING COMMAND

Subj: CONVEYANCE OF APPROXIMATELY 7.66 ACRES OF BASE CLOSURE PROPERTY AND IMPROVEMENTS LOCATED AT THE POINCIANA HOUSING COMPLEX, NAVAL AIR STATION KEY WEST, FLORIDA, TO THE CITY OF KEY WEST, FLORIDA, FOR HOMELESS ASSISTANCE PURPOSES

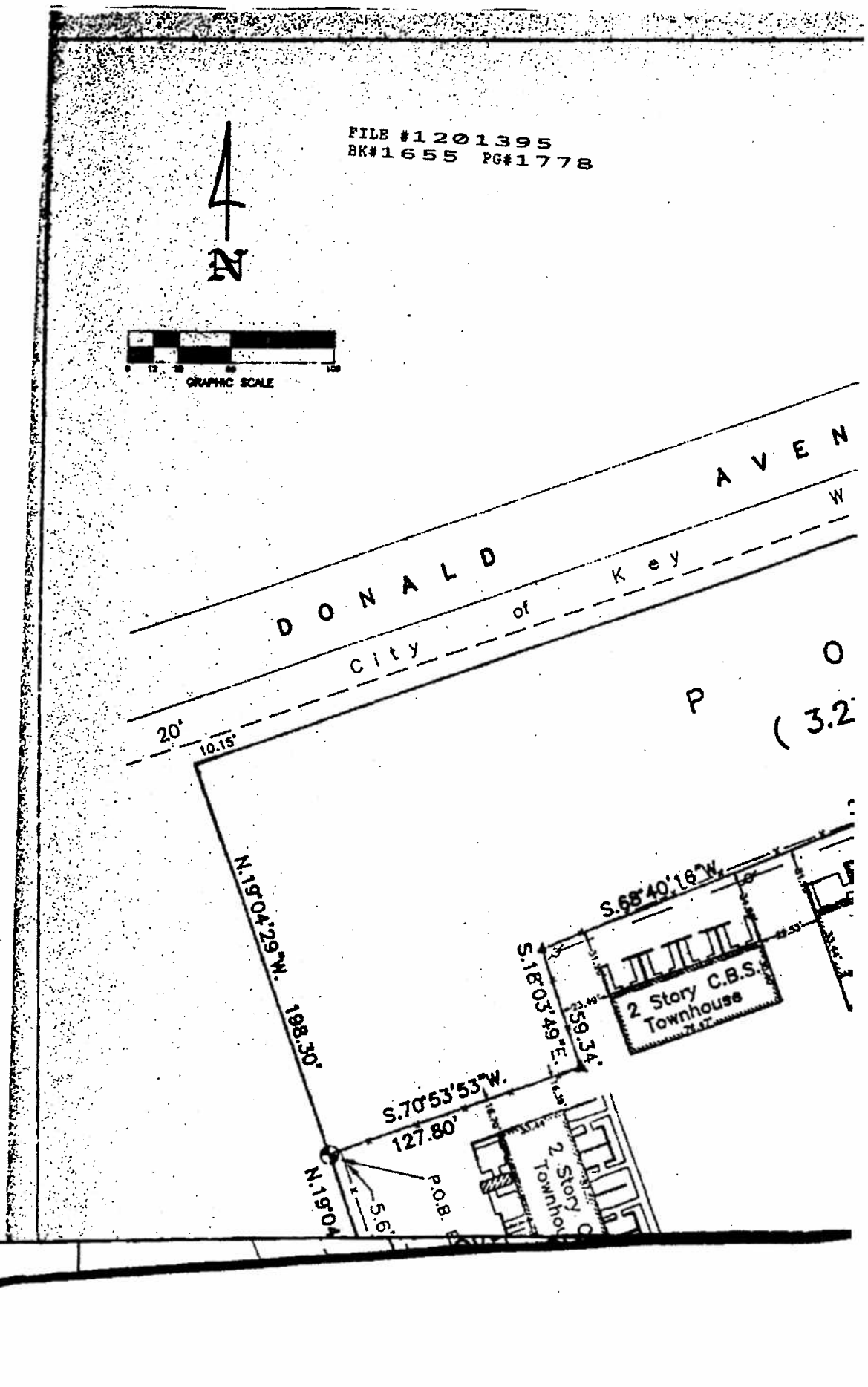
Ref: (a) COMNAVFACENGCOM memo of June 22, 2000

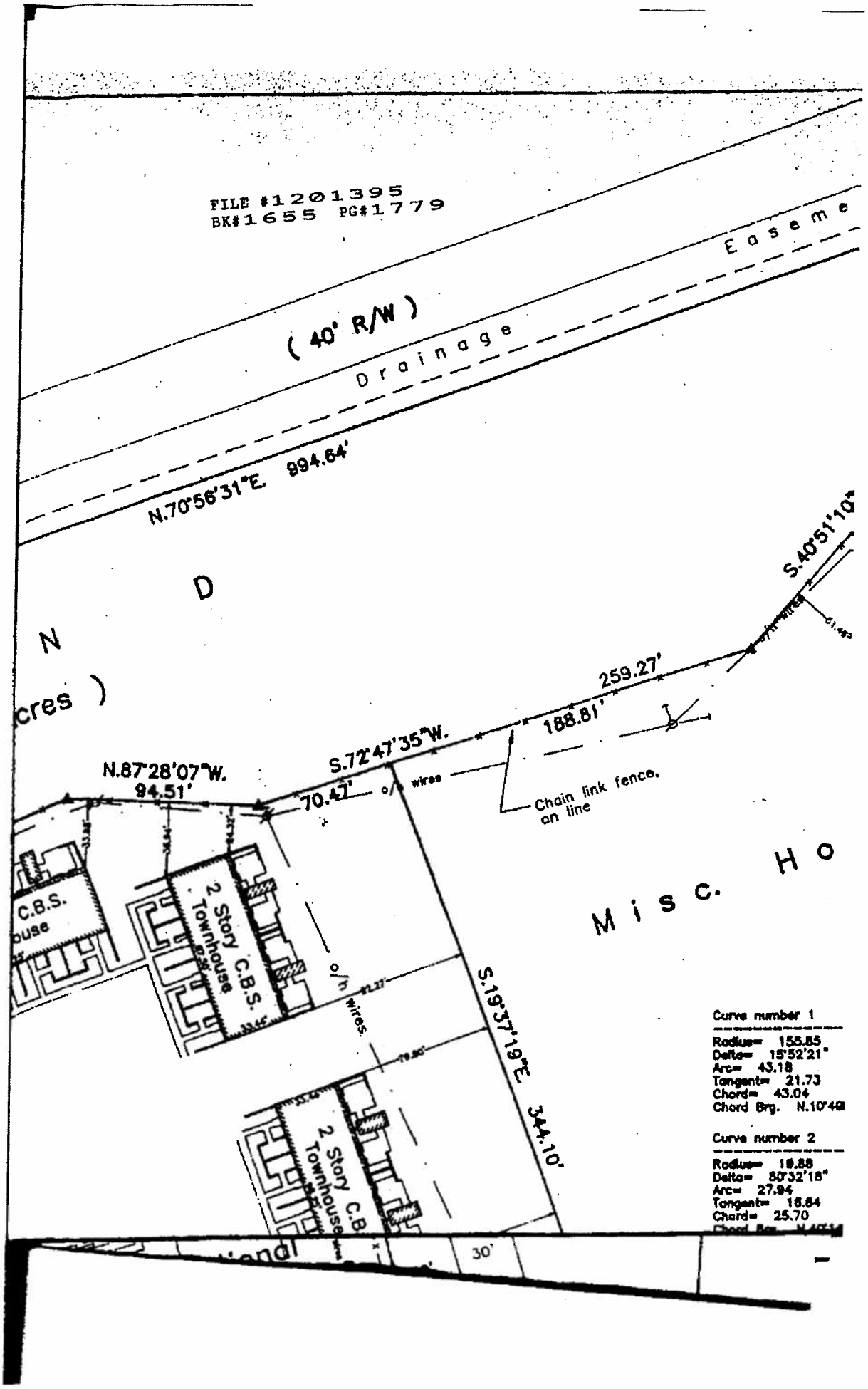
In accordance with reference (a) and pursuant to the authority vested in the Administrator of General Services by the Federal Property and Administrative Services Act of 1949 (FPASA), as amended, and a delegation of that authority to the Secretary of Defense (SECDEF) in accordance with the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, 10 U.S.C. § 2687 note, as amended, and a subsequent delegation of the authority by SECDEF to the Secretary of the Navy, I hereby approve the conveyance, without reimbursement to the Navy, of 7.66 acres of land, more or less, and improvements, at the Poinciana Housing Complex, Naval Air Station Key West, Florida, to the City of Key West, Florida, for homeless assistance purposes as authorized by and pursuant to § 2905(b)(7).

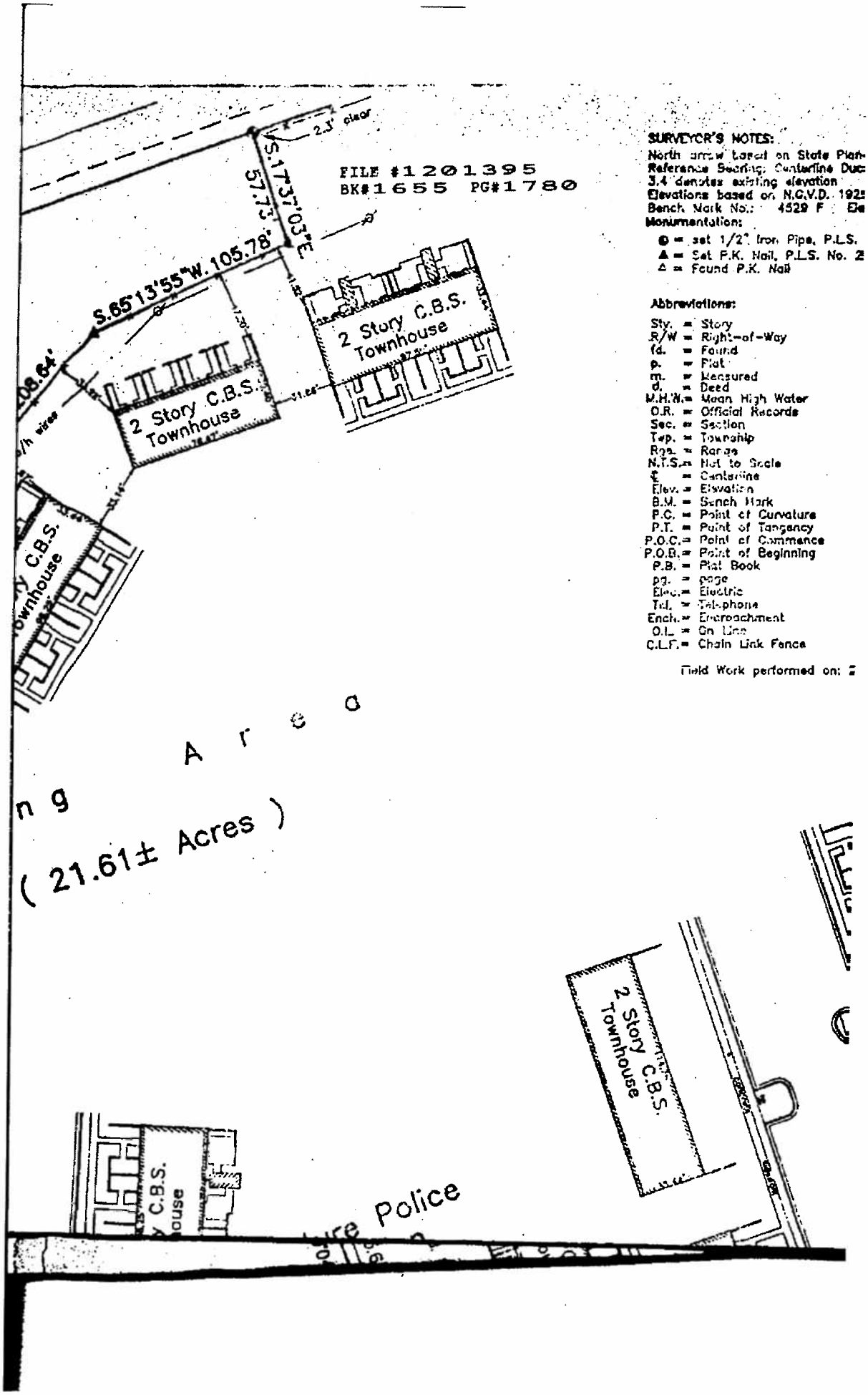
You or your designee are hereby authorized to complete the conveyance of 7.66 acres of land, more or less, and improvements, to the City of Key West, Florida for homeless assistance purposes.

ROBERT B. PIRIE, JR.

FILE #1201395
BK#1655 PG#1778




FILE #1201395
BK#1655 PG#1779
(40' R/W)
Drainage
Easeme
N.70°56'31"E. 994.64'
S.40°51'10"
D
N
cres)
259.27'
188.81'
S.72°47'35"W.
N.87°28'07"W.
94.51'
70.47'
o/h wires
Chain link fence, on line
C.B.S.
2 Story C.B.S. Townhouse
Misc. Ho
o/h wires
S.19°37'19"E. 344.10'
2 Story C.B.
Townhouse
30'
Curve number 1
Radius= 155.85
Delta= 15°52'21"
Arc= 43.18
Tangent= 21.73
Chord= 43.04
Chord Brg. N.10°48
Curve number 2
Radius= 19.88
Delta= 80°32'18"
Arc= 27.94
Tangent= 16.84
Chord= 25.70



SURVEYOR'S NOTES:

North arrow based on State Plan
Reference Bearing: Centerline Duc
3.4' denotes existing elevation
Elevations based on N.G.V.D. 192
Bench Mark No.: 4529 F Ele
Monumentation:

- ● = set 1/2" Iron Pipe, P.L.S.
- ▲ = Set P.K. Nail, P.L.S. No. 2
- △ = Found P.K. Nail

Abbreviations:

Sty.	= Story
R/W	= Right-of-Way
fd.	= Found
p.	= Plat
m.	= Measured
d.	= Deed
M.H.W.	= Mean High Water
O.R.	= Official Records
Sec.	= Section
Twp.	= Township
Rge.	= Range
N.T.S.	= Not to Scale
℄	= Centerline
Elev.	= Elevation
B.M.	= Bench Mark
P.C.	= Point of Curvature
P.T.	= Point of Tangency
P.O.C.	= Point of Commence
P.O.B.	= Point of Beginning
P.B.	= Plat Book
pg.	= page
Elec.	= Electric
Tel.	= Telephone
Ench.	= Encroachment
O.L.	= On Line
C.L.F.	= Chain Link Fence

Field Work performed on: 2

rdinate System
per State Plane Coor. System

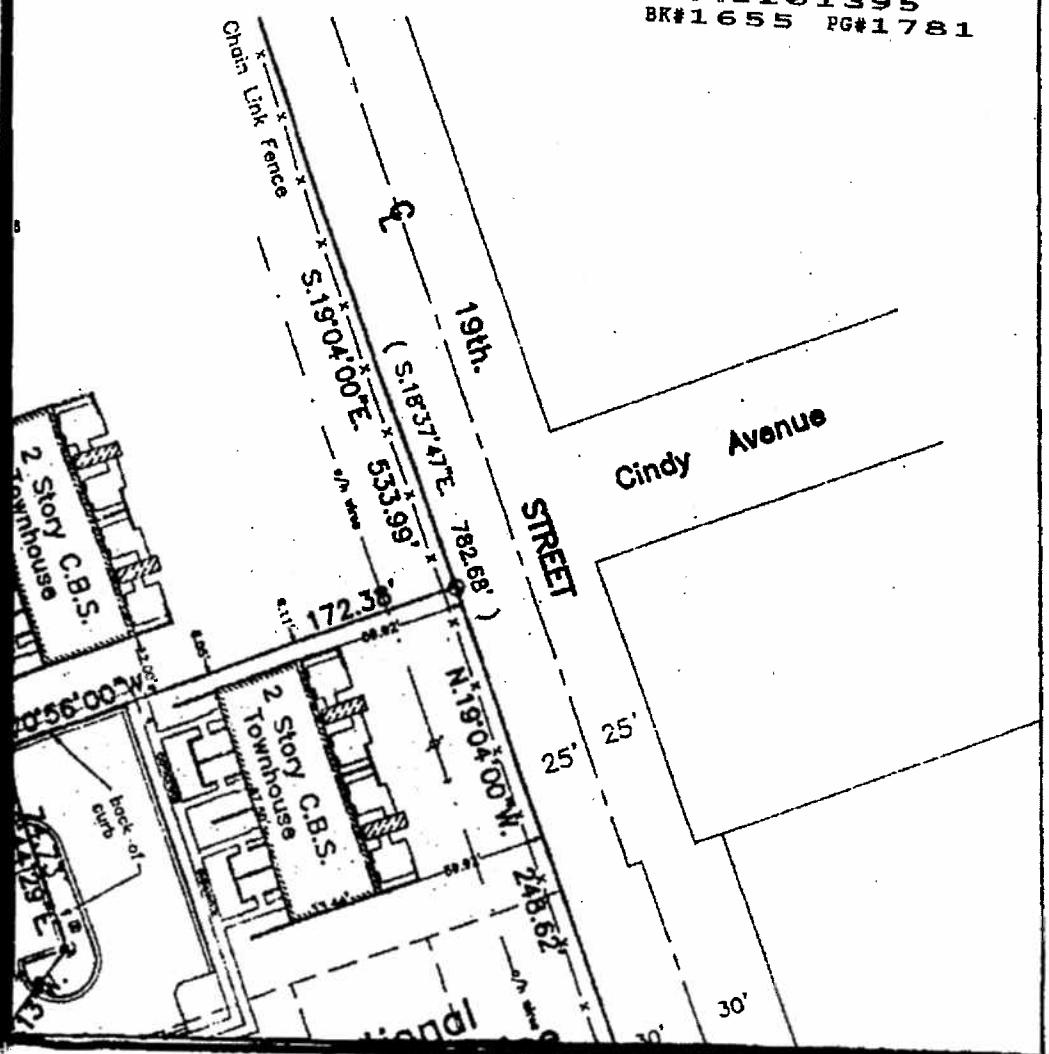
um
: 5.14 (Riviera Canal Bridge)

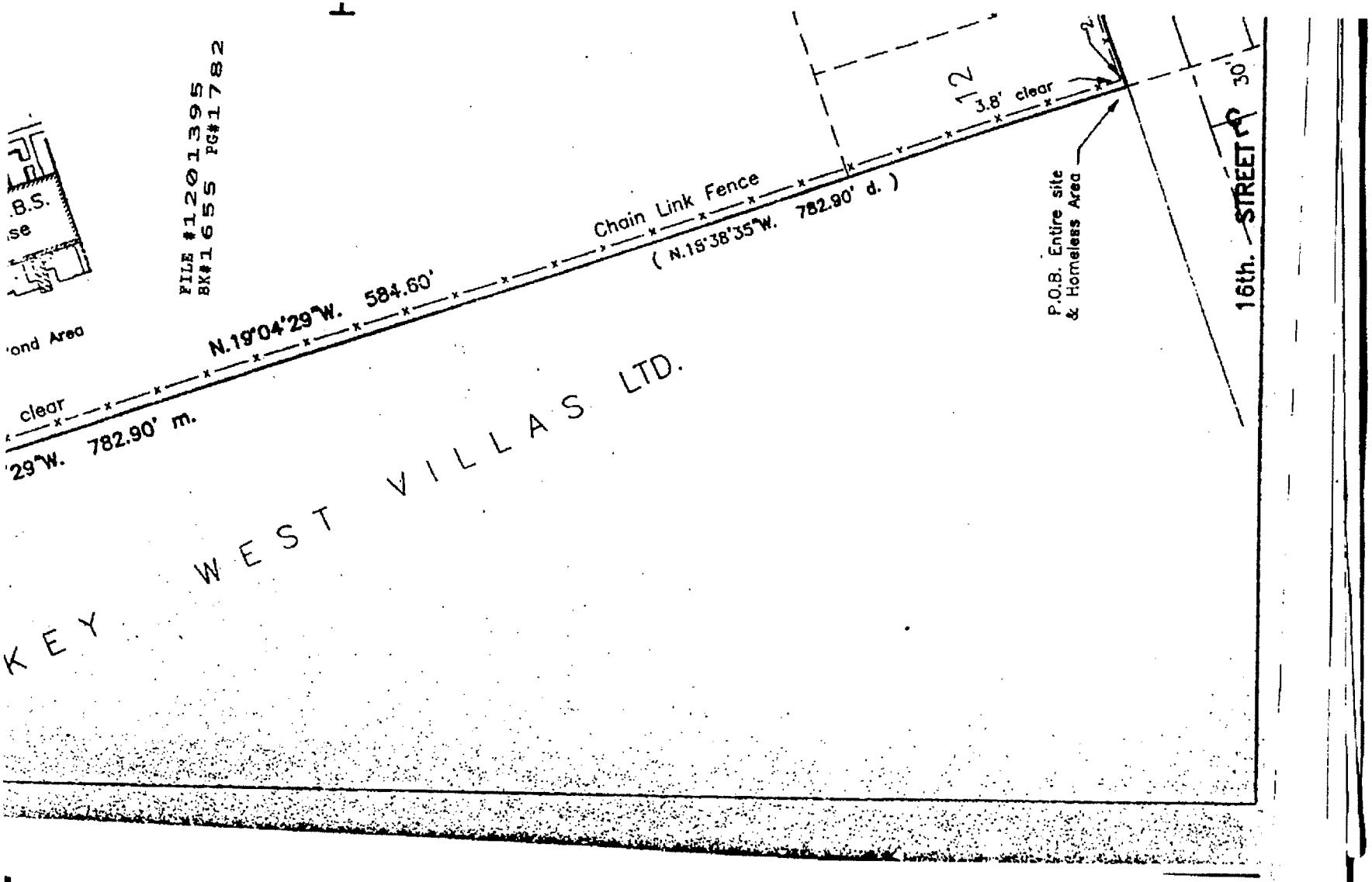
2749

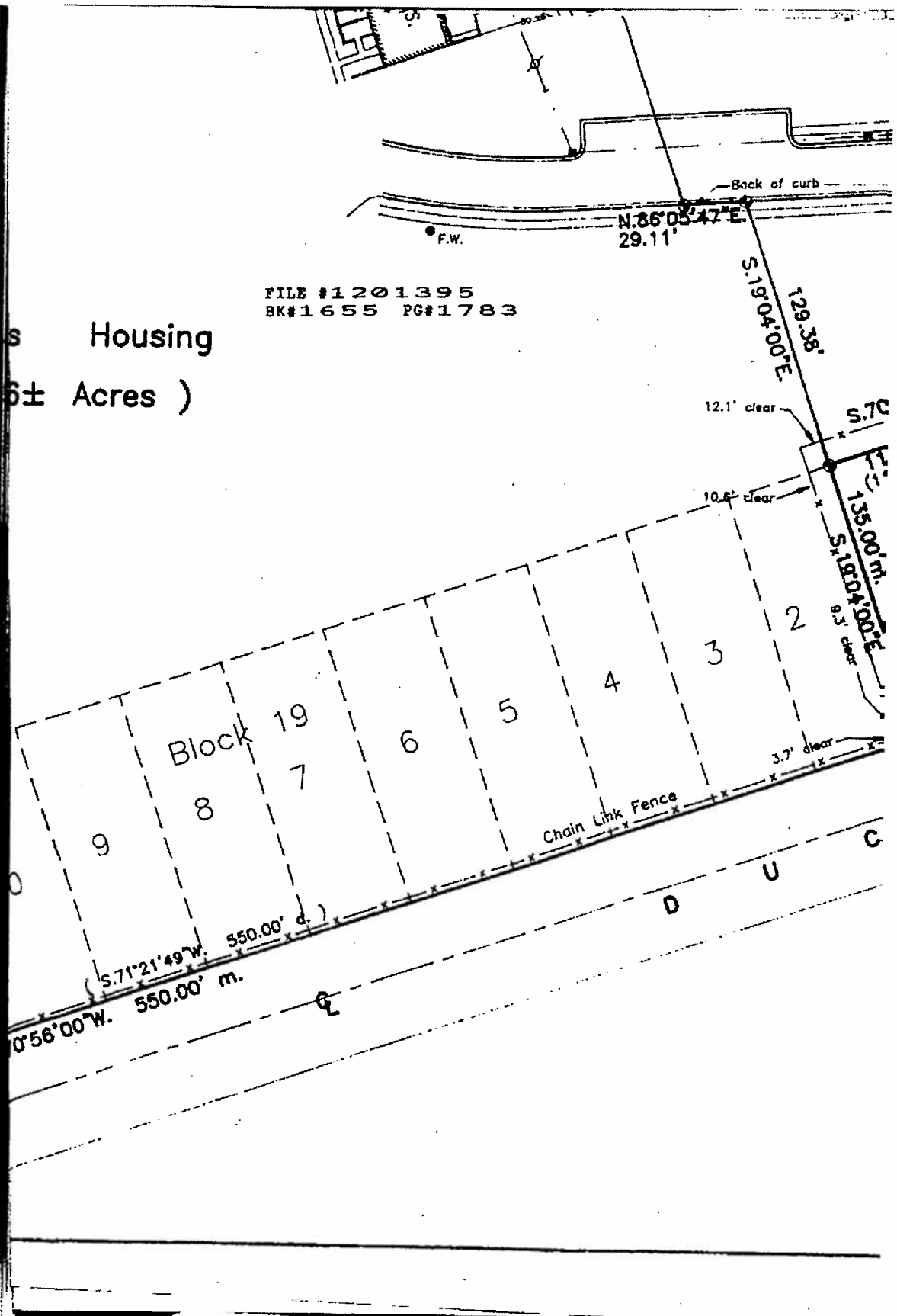
o/h = Overhead
u/g = Underground
F.F.L. = Finish Floor Elevation
L.B. = Low Beam
Rad. = Radial
Irr. = Irregular
conc. = concrete
I.P. = Iron Pipe
I.B. = Iron Bar
℄ = Baseline
C.B. = Concrete Block
C.B.S. = Concrete Block Stucco
cov'd. = Covered
P.I. = Point of Intersection
wd. = Wood
R = Radius
A = Arc (Length)
D = Delta, (Central angle)
w.m. = Water Meter
Bal. = Balcony
Pl. = Planter
Hydt. = Fire Hydrant
F.W. = Fire Well

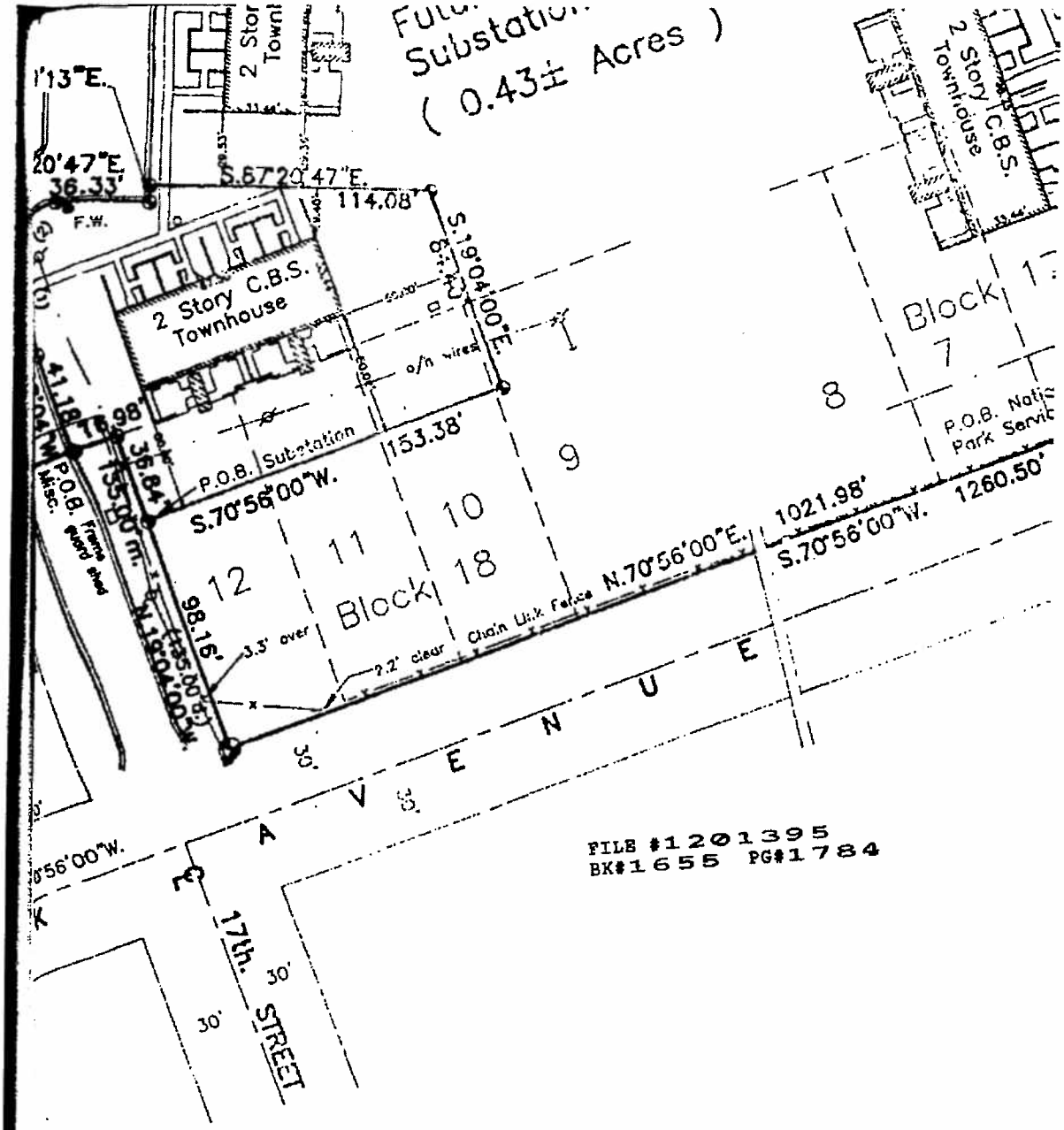
■ = Concrete Utility Pole
= Wood utility Pole
= Wood Utility Pole with Guy wire
● F.W. = Fire Well
● M.W. = Monitoring Well
= Water Meter
= Water Valve
O E. = Electric Manhole
□ E. = Electric Utility Vault
O M.H. = Man Hole
San. = Sanitary
■ C.B. = Storm Water Catch Basin
Inv. = Invert
B.P.Z. = Backflow Prevention Valve
P.V.C. = Polyvinyl Pipe.
R.C.P. = Reniforced Concrete pipe
= Fire Hydrant
= Light
= sign
A/C = Air Conditioner

FILE #1201395
BK#1655 PG#1781




FILE #1201395
BK#1655 PG#1782
.B.S.
se
ond Area
clear
'29'W. 782.90' m.
N.19°04'29"W. 584.60'
Chain Link Fence
(N.19°38'35"W. 782.90' d.)
12
3.8' clear
2'
P.O.B. Entire site
& Homeless Area
30'
16th. STREET
KEY WEST VILLAS LTD.

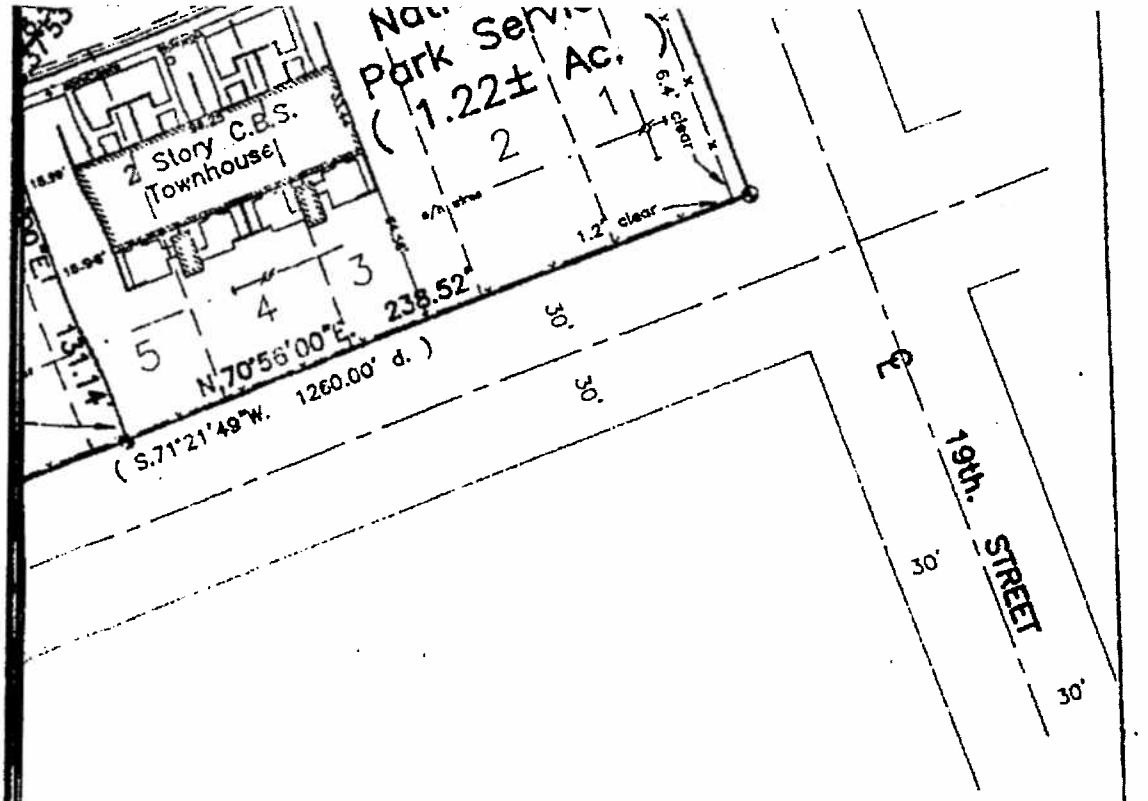

Back of curb
N.86°05'47"E.
29.11'
F.W.
S.19°04'00"E.
129.38'
12.1' clear
10.6' clear
135.00' m.
S.19°04'00"E.
9.3' clear
3.7' clear
Chain Link Fence
Block
19
7
6
5
4
3
2
8
9
S.71°21'49"W. 550.00' d.
0°56'00"W. 550.00' m.
D
U
C
FILE #1201395
BK#1655 PG#1783
Housing
6± Acres)



ATION:
Y CERTIFY that the attached BOUNDARY SURVEY
and correct to the best of my knowledge and belief; that it meets the minimum
l standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6,
Statute Section 472.0[illegible], and the American Land Title Association, and that
no visible encroachments unless shown hereon.

CK H. HILDEBRANDT
onal Land Surveyor No. 2749
onal Engineer No. 36810
Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE



FILE #1201395
BK#1655 PG#1785

Sheet 2 of 2

Poinciana Housing
Duck Avenue, Key West, Fl. 33040

Boundary Survey

Dwn No.: 98-116

Scale: 1"=50'

Date: 2/9/98

Ref. 133-25

Flood panel No. 1709 F

Flood Zone: AE

Dwn. By: F.H.H.

Flood Elev. 7'

REVISIONS AND/OR ADDITIONS

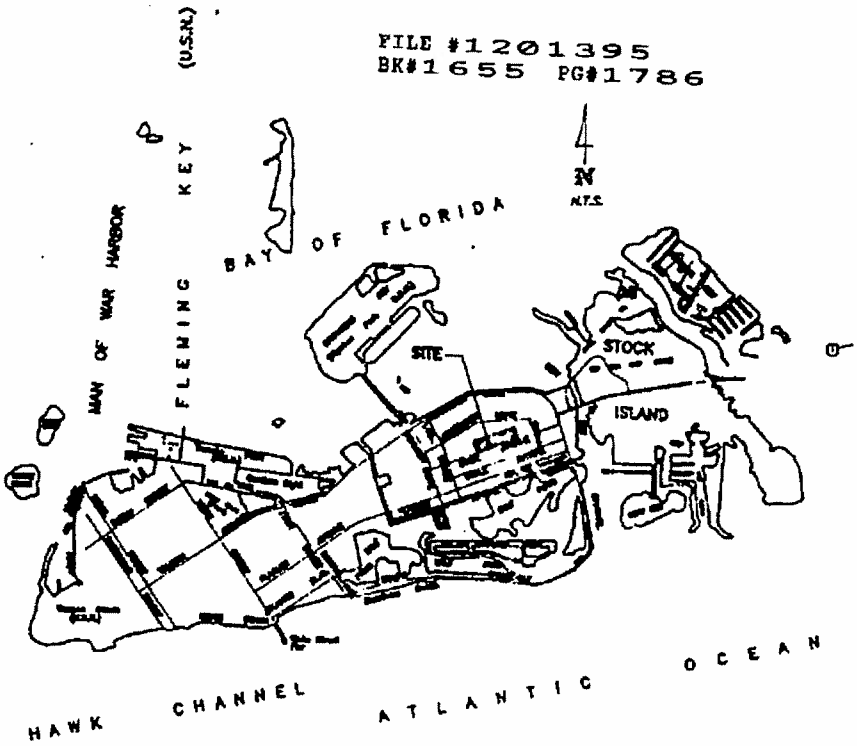
3/18/98: Typos

D:\customer, City of Key West\poin.

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
Fax. (305) 293-0237

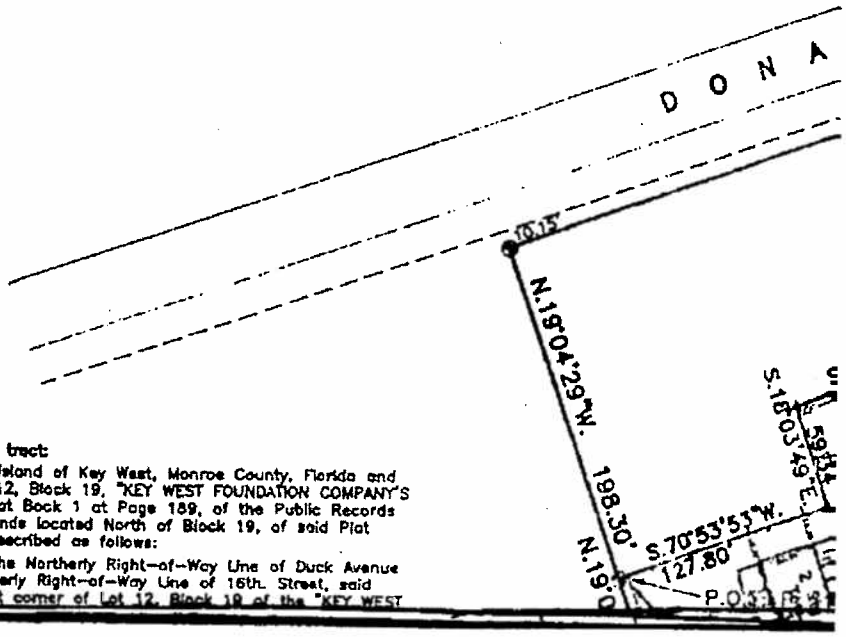
FILE #1201395
BK#1655 PG#1786



LOCATION MAP
City of Key West &
Stock Island

LEGAL DESCRIPTION
A Tract of land ly
being known as "
FOUNDATION COMP
of the Public Reco
17, of said Plat an
COMMENCE at the
and the extension
point also being th
FOUNDATION COMPA
Northerly Right-of-
to the Southwest c
along the Westerly
to the Point of Be
thence S.70°58'00"
distance of 41.18
of 155.85 feet, a
N.10°49'00"W. and
said curve, an arc
having: a radius of
bearing of N.40°14
arc of said curve,
thence S.87°20'47"
distance of 6.82 fe
thence S.19°04'00"
distance of 153.38

Parcel contains 18



LEGAL DESCRIPTION, Homeless tract:
A Tract of land lying on the Island of Key West, Monroe County, Florida and being known as Lots 2 thru 12, Block 19, "KEY WEST FOUNDATION COMPANY'S Plat No. 2, as recorded in Plat Book 1 at Page 189, of the Public Records Monroe County, Florida and lands located North of Block 19, of said Plat and being more particularly described as follows:

BEGIN at the intersection of the Northerly Right-of-Way Line of Duck Avenue and the extension of the Easterly Right-of-Way Line of 16th. Street, said point also being the Southwest corner of Lot 12, Block 19 of the "KEY WEST

ubdivisions:
of Key West, Monroe County, Florida and
9 thru 12, Block 18, "KEY WEST
as recorded in Plat Book 1 at Page 189,
, Florida and lands located North of Block
ticularly described as follows:
Northerly Right-of-Way Line of Duck Avenue
ght-of-Way Line of 16th. Street, said
r of Lot 12, Block 19 of the "KEY WEST
thence N.70°56'00"E., and along the said
Avenue a distance of 600.00 feet
12, Block 18; thence N.19°04'00"W., and
12, Block 18 a distance of 98.18 feet
19°04'00"W., a distance of 36.84 feet;
18.98 feet; thence N.19°18'04"W., a
a curve to the right, having: a radius
5°52'21", a chord bearing of
43.04 feet; thence along the arc of
eet to a point on a curve to the right,
ntral angle of 80°32'18", a chord
d length of 25.70 feet; thence along the
27.94 feet to the end of said curve;
7.33 feet; thence N.02°39'13"E., a
0'47"E., a distance of 114.08 feet;
4.40 feet; thence S.70°58'00"W., a
of Beginning.

0.43 acres, more or less.

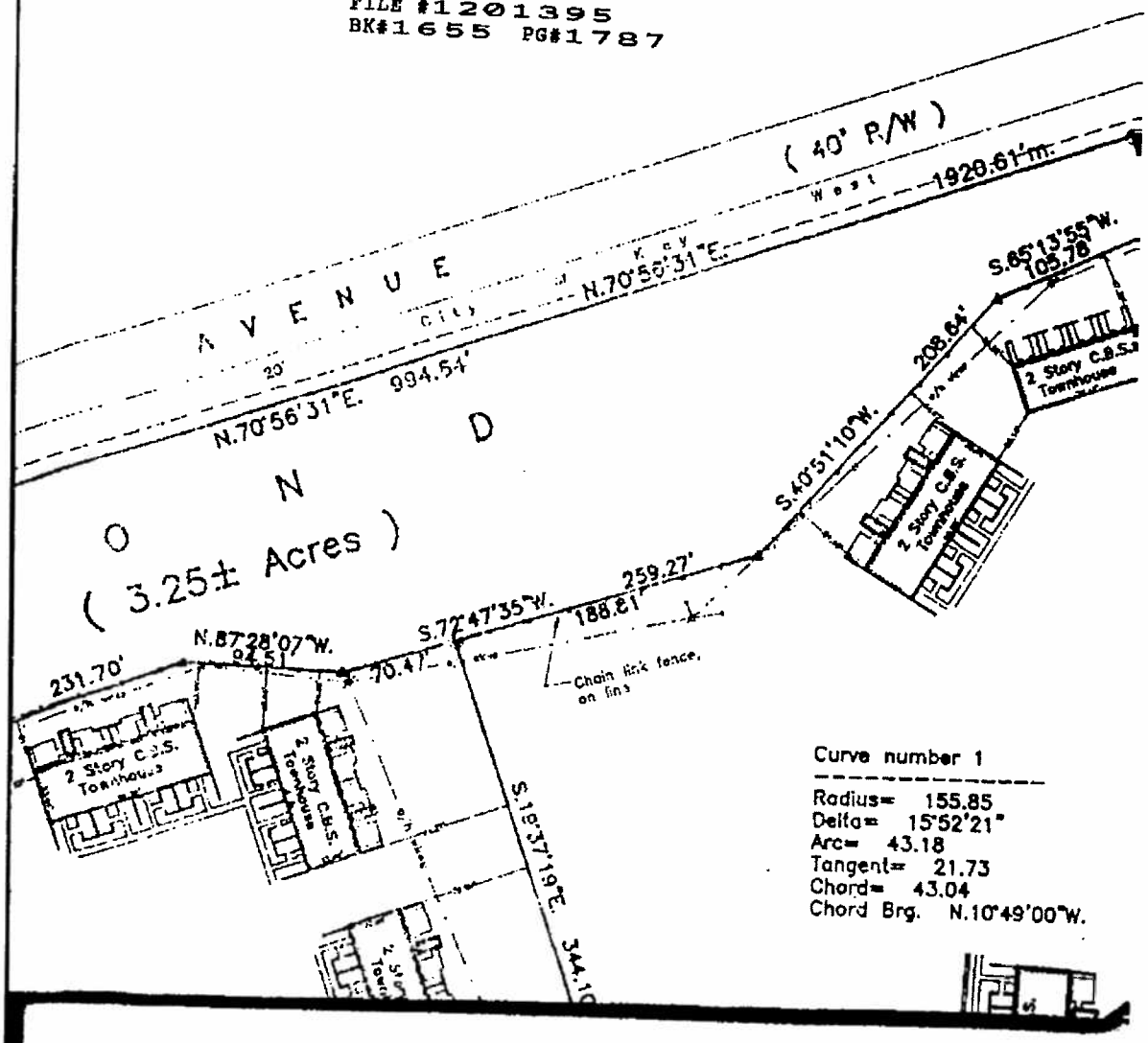
LEGAL DESCRIPTION, National Park Service:

A Tract of land lying on the Island of Key West, Monroe County, Florida and being known as Lots 1 thru 4, and a portion of Lot 5 Block 17, "KEY WEST FOUNDATION COMPANY'S Plat No. 2, as recorded in Plat Book 1 at Page 189, of the Public Records Monroe County, Florida and lands located North of Block 17, of said Plat and being more particularly described as follows:

COMMENCE at the intersection of the Northerly Right-of-Way Line of Duck Avenue and the extension of the Easterly Right-of-Way Line of 16th. Street, said point also being the Southeast corner of Lot 12, Block 19 of the "KEY WEST FOUNDATION COMPANY'S Plat No. 2, thence N.70°56'00"E., and along the said Northerly Right-of-Way Line of Duck Avenue a distance of 1881.98 feet to the Point of Beginning; thence N.70°56'00"E., and continuing along the said Northerly Right-of-Way Line of Duck Avenue a distance of 238.52 feet to the Westerly Right-of-Way Line of 19th. Street; thence N.19°04'00"W., and along the said Westerly Right-of-Way Line of 19th. Street a distance of 248.82 feet; thence S.70°56'00"W., a distance of 172.38 feet; thence S.18°44'29"E., a distance of 74.73 feet; thence S.37°53'13"W., a distance of 78.10 feet; thence S.19°04'00"E., a distance of 131.14 feet to the said Northerly Right-of-Way Line of Duck Avenue and the Point of Beginning.

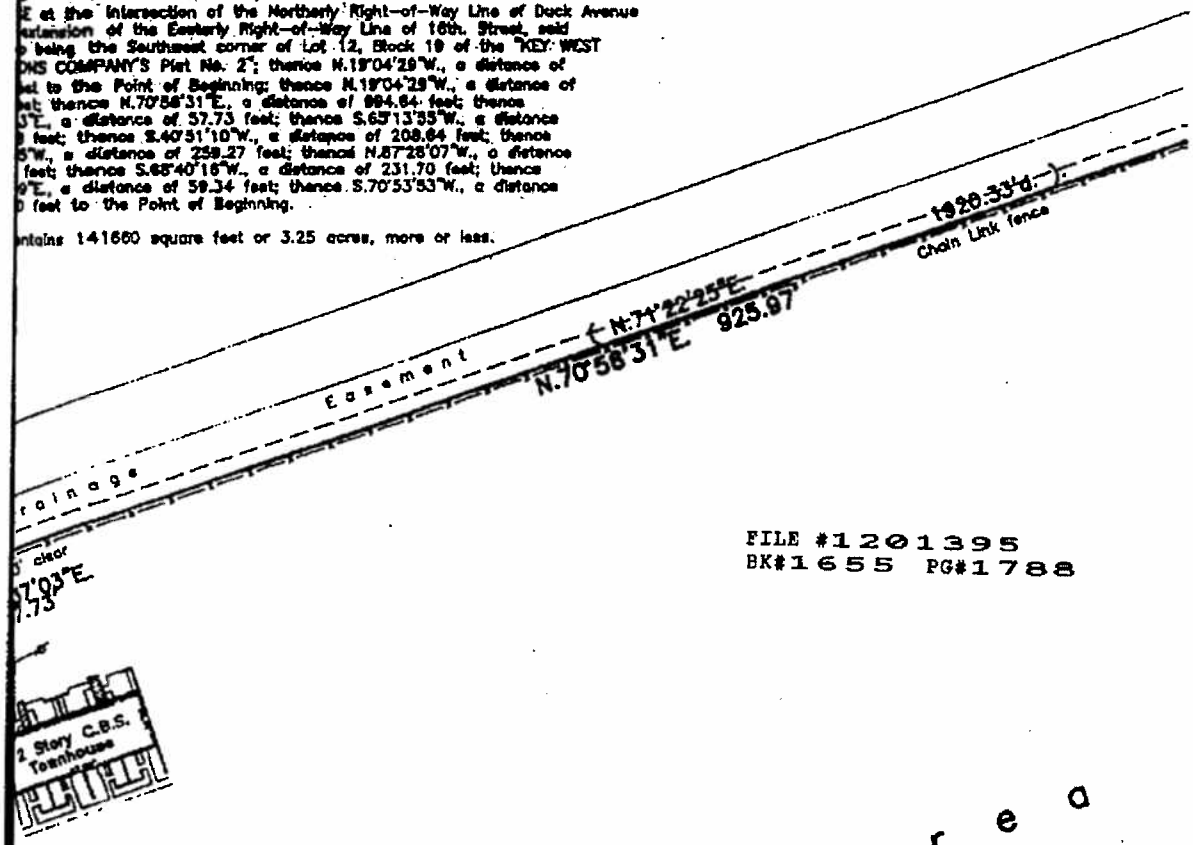
Parcel contains 52969 square feet or 1.22 acres, more or less.

FILE #1201395
BK#1655 PG#1787



ESCRIPTION, Pond:
f land lying on the Island of Key West, Monroe County, Florida
more particularly described as follows:
E at the Intersection of the Northerly Right-of-Way Line of Duck Avenue
xtension of the Easterly Right-of-Way Line of 16th. Street, said
being the Southwest corner of Lot 12, Block 19 of the "KEY WEST
NS COMPANY'S Plat No. 2"; thence N.19°04'29"W., a distance of
et to the Point of Beginning; thence N.19°04'29"W., a distance of
et; thence N.70°58'31"E., a distance of 994.64 feet; thence
3"E., a distance of 57.73 feet; thence S.65°13'35"W., a distance
feet; thence S.40°51'10"W., a distance of 208.64 feet; thence
5"W., a distance of 259.27 feet; thence N.87°28'07"W., a distance
feet; thence S.68°40'18"W., a distance of 231.70 feet; thence
9"E., a distance of 59.34 feet; thence S.70°53'53"W., a distance
feet to the Point of Beginning.

ntains 141660 square feet or 3.25 acres, more or less.



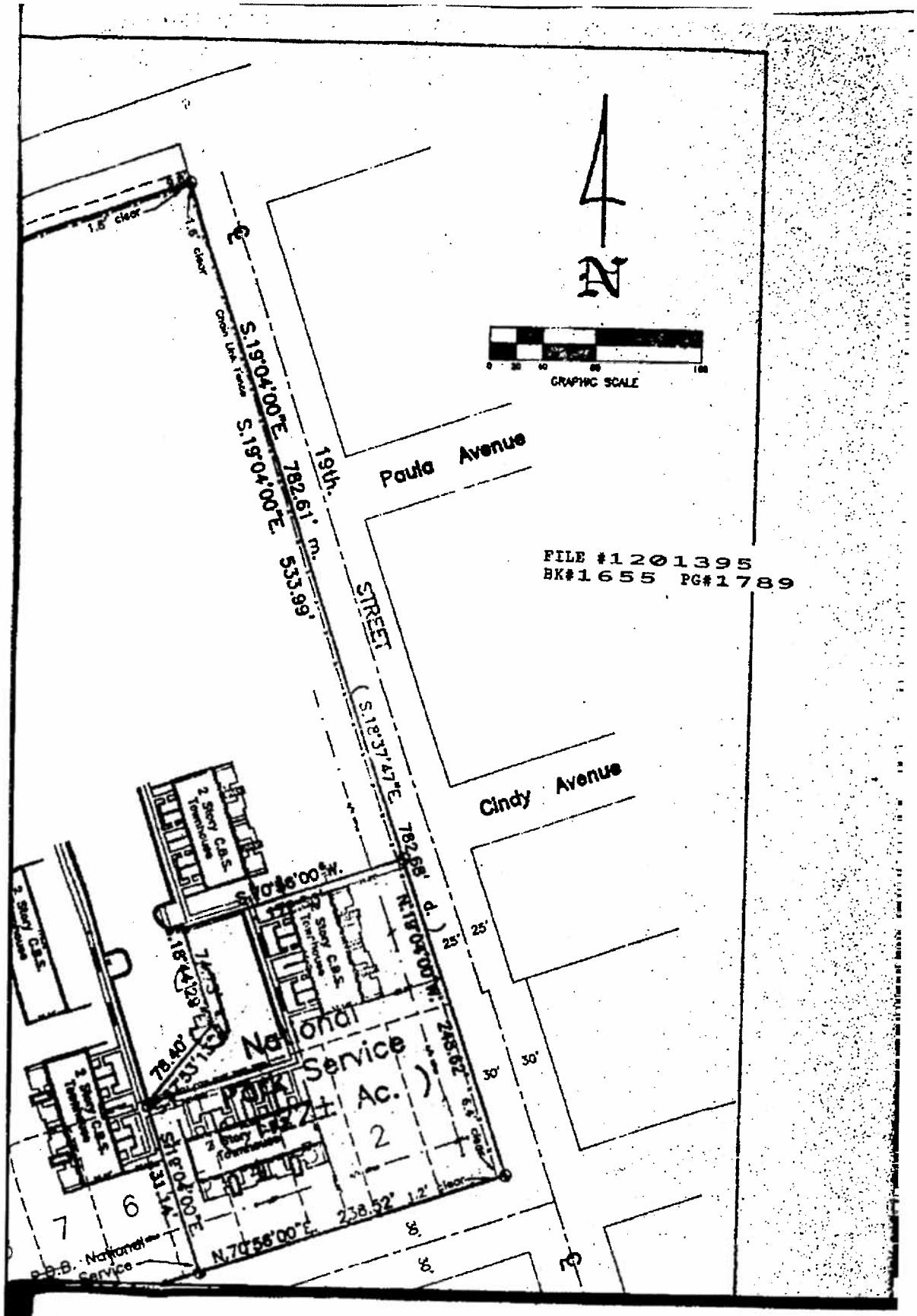
FILE #1201395
BK#1655 PG#1788

Misc. Housing Area
(21.61± Acres)

rve number 2

dius= 19.88
lta= 80°32'18"
c= 27.94
ngent= 16.84
ord= 25.70
ord Brg. N.40°14'27"E.

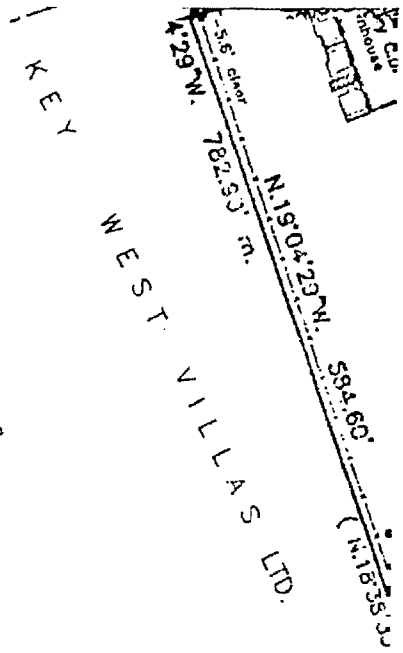
Block



FILE #1201395
BK#1655 PG#1789

FOUNDATIONS COMPANY'S Plat No. 2"; thence N.19°04'29"W., a distance of 584.60 feet; thence N.70°53'53"E., a distance of 127.80 feet; thence N.18°03'49"W., a distance of 59.34 feet; thence N.68°40'16"E., a distance of 231.70 feet; thence S.87°28'07"E., a distance of 94.51 feet; thence N.72°47'35"E., a distance of 70.47 feet; thence S.19°37'19"E., a distance of 344.10 feet; thence N.86°05'47"E., a distance of 29.11 feet; thence S.19°04'00"E., a distance of 129.38 feet to the Northeast corner of Lot 2, Block 19, of "KEY WEST FOUNDATION COMPANY'S Plat No. 2"; thence S.19°04'00"E., a distance of 135.00 feet to the said Northerly Right-of-Way Line of Duck Avenue; thence S.70°56'00"W., and along the said Northerly Right-of-Way Line of Duck Avenue a distance of 550.00 feet to the Point of Beginning.

Parcel contains 333839 square feet or 7.66 acres, more or less.



LEGAL DESCRIPTION, Misc. Housing Area:

A Tract of land lying on the Island of Key West, Monroe County, Florida and being known as a portion of Lots 1 thru 5, Lots 8 thru 12, Block 17, and Lots 1 thru 8, a portion of Lots 9 thru 12, Block 18 and land lying North od said Blocks and being more particularly described as follows:

COMMENCE at the Intersection of the Northerly Right-of-Way Line of Duck Avenue and the extension of the Easterly Right-of-Way Line of 16th. Street, said point also being the Southwest corner of Lot 12, Block 19 of the "KEY WEST FOUNDATION COMPANY'S Plat No. 2; thence N.70°56'00"E., and along the said Northerly Right-of-Way Line of Duck Avenue a distance of 660.00 feet to the Southwest corner of said Lot 12, Block 18; thence N.19°04'00"W., and along the Westerly line of said Lot 12, Block 18 a distance of 135.00 feet; thence S.70°56'00"W., a distance of 16.98 feet to the Point of Beginning.; thence S.70°56'00"W., a distance of 93.02 feet; thence N.19°04'00"W., a distance of 129.38 feet; thence S.86°05'47"W., a distance of 29.11 feet; thence N.19°37'19"W., a distance of 344.10 feet; thence N.72°47'35"E., a distance of 188.81 feet; thence N.40°51'10"E., a distance of 208.64 feet; thence N.65°13'55"E., a distance of 105.78 feet; thence N.17°37'03"W., a distance of 57.73 feet; thence N.70°58'31"E., and along the Northerly Boundary of Poinciana Housing a distance of 923.97 feet to the Westerly Right-of-Way Line of 19th. Street; thence S.19°04'00"E., and along the said Westerly Right-of-Way Line of 19th. Street a distance of 533.99 feet; thence S.70°56'00"W., a distance of 172.38 feet; thence S.18°44'29"E., a distance of 74.73 feet; thence S.37°53'13"W., a distance of 78.40 feet; thence S.19°04'00"E., a distance of 131.14 feet to the Northerly Right-of-Way Line of Duck Avenue; thence S.70°56'00"W., and along the said Northerly Right-of-Way Line of Duck Avenue a distance of 1021.99 feet; thence N.19°04'00"W., and along the said Westerly line of Lot 12, Block 18 a distance of 98.16 feet; thence N.70°56'00"E., a distance of 163.38 feet; thence N.19°04'00"W., a distance of 84.40 feet; thence N.87°20'47"W., a distance of 114.08 feet; thence S.02°39'13"W., a distance of 6.62 feet; thence N.87°20'47"W., a distance of 38.33 feet to a point on a curve to the left, having: a radius of 19.68 feet, a central angle of 80°32'18", a chord bearing of S.40°14'27"W. and a chord length of 25.70 feet; thence along the arc of said curve, an arc length of 27.94 feet to a point on a curve to the left, having: a radius of 155.85 feet, a central angle of 15°52'21", a chord bearing of S.10°49'00"E. and a chord length of 43.04 feet; thence along the arc of said curve, an arc length of 43.18 feet to the end of said curve; thence S.19°18'04"E., a distance of 41.18 feet to the Point of Beginning.

Parcel contains 941316 square feet or 21.61 acres, more or less.

P.O.B. Entir-
& Homeless

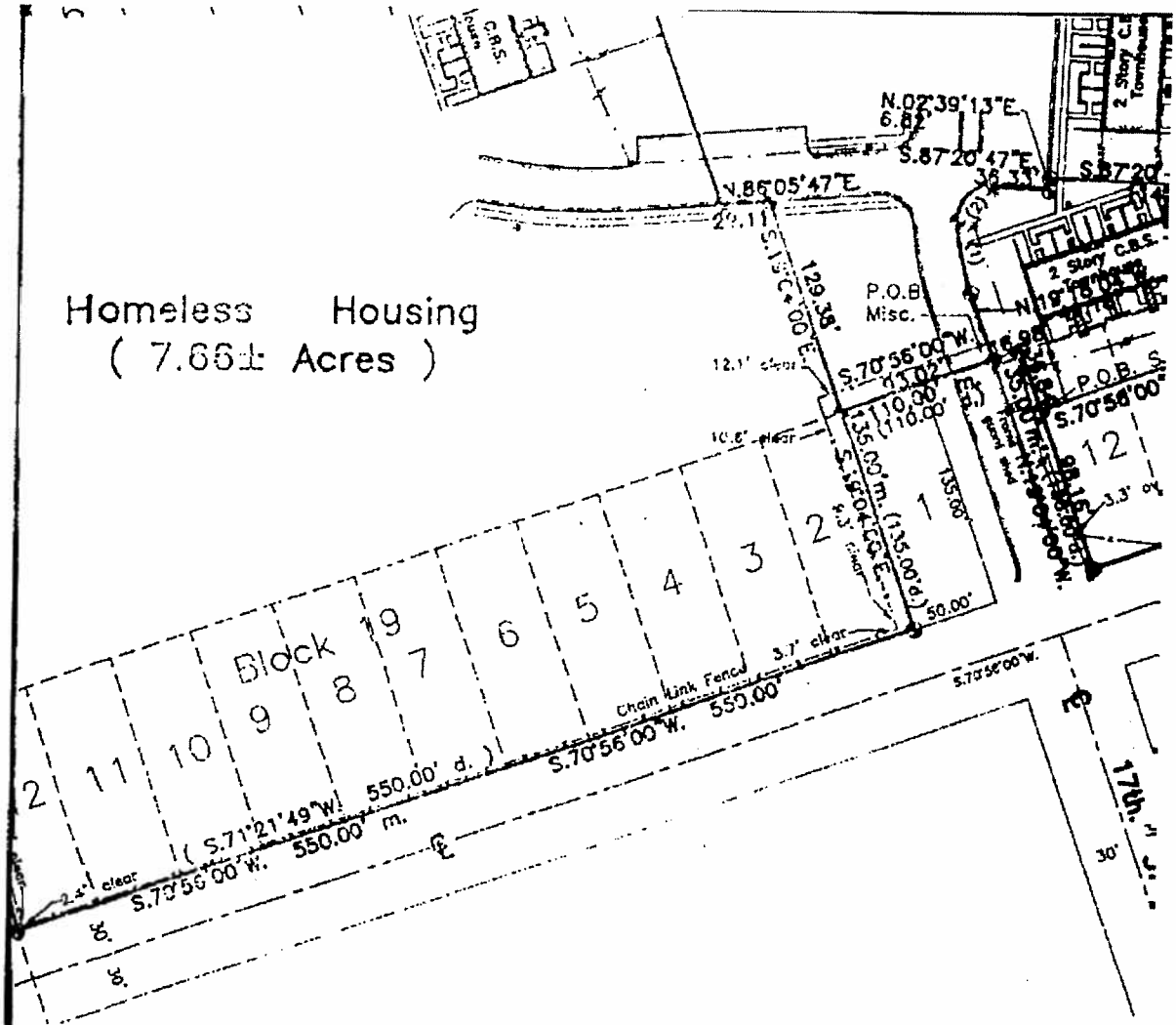
FILE #1201395
BK#1655 PG#1790

CERTIFICATION:

I HEREBY CERTIFY that the attached BOUNDARY SURVEY is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6, Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

FREDERICK H. HILDEBRANDT
Professional Land Surveyor No. 2749
Professional Engineer No. 36810
State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE



FILE #1201395
BK#1655 PG#1791

LEGAL DE
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with the
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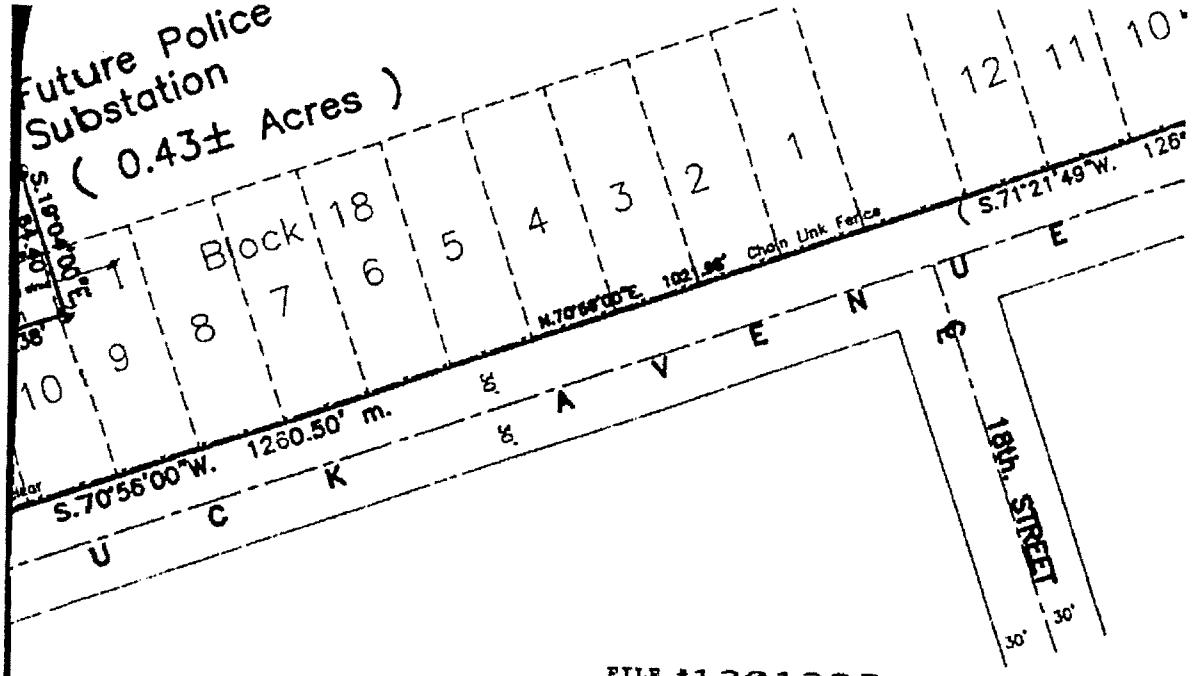

FILE #1201395
BK#1655 PG#1792

o/h = Overhead
u/g = Undergrou
F.F.L. = Finish Flo
L.B. = Low Beam
Rad. = Radial
Irr. = Irregular
conc. = concrete
I.P. = Iron Pipe
I.B. = Iron Bar
℄ = Baseline
C.B. = Concrete
C.B.S. = Concrete
cov'd. = Covered
P.I. = Point of I-
wd. = Wood
R = Radius
A = Arc (Leng
D = Delta, (Ce
w.m. = Water Met
Bal. = Balcony
Pl. = Planter
Hydt. = Fire Hydr
F.W. = Fire Well

N:(as supplied by client):
ying and being in the City of Key West, County of Monroe, State of
ticularly described as follows:
oint formed by the intersection of the Northerly Line of Duck Avenue
Line of 16th. Street; thence N 18°38'35" W along the Easterly Line of
9 feet to a point; thence N 71°22'25" E 1920.33 feet to a point in
of 19th. Street; the S 18°37'47" E, 782.68 feet to a point in the
Duck Avenue; thence S 71°21'49" W along the Northerly Line of Duck
t to a point in the Easterly Line of 17th. Street, said point being the
ner of Lot 12, Block 18, as shown on Key West Foundation Company
recorded in Plat Book 1, page 189, Monroe County, Florida; thence
the Easterly line of 17th. Street and the Westerly Line of Lot 12, 135
eing the Northwesterly corner of said Lot 12; thence S 71° 21'49" W
Duck Avenue, 110 feet to a point being the Northeasterly corner of Lot
s shown on said Key West Foundation Company Plat No. 2, thence
the Easterly line of said Lot 2, parallel with and distant 50 feet from
of 17th. Street, 135 feet to a point in the Northerly line of Duck
outh 71°21'49' W along the Northerly Line of Duck Avenue, 550 feet to
e of beginning. Containing 35.410 Acres.

Poinc
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Boun
Scale:
Date: 2
3/18/
D\custo

Park

19th. STREET

30'

30'

SURVEYOR'S NOTES:

North arrow based on State Plane Coordinate System
Reference Bearing: Centerline Duck Ave. per State Plane Coor,. System
3.4 denotes existing elevation
Elevations based on N.G.V.D. 1929 Datum
Bench Mark No.: 4529 F Elevation: 5.14 (Riviera Canal Bridge)

Monumentation:
● = Set 1/2" Iron Pipe, P.L.S. No. 2749
▲ = Set P.K. Nail, P.L.S. No. 2749
△ = Found P.K. Nail

SEE SHEET 2 FOR DETAIL INFORMATION
AREA OF SITE IS 34.1707± ACRES

FILE #1201395
BK#1655 PG#1793

Abbreviations:

Sty. = Story
R/W = Right-of-Way
fd. = Found
p. = Plat
m. = Measured
d. = Deed
M.H.W.= Mean High Water
O.R. = Official Records
Sec. = Section
Twp. = Township
Rge. = Range
N.T.S.= Not to Scale
℄ = Centerline
Elev. = Elevation
B.M. = Bench Mark
P.C. = Point of Curvature
P.T. = Point of Tangency
P.O.C.= Point of Commence
P.O.B.= Point of Beginning
P.B. = Plat Book
pg. = page
Elec.= Electric
Tel. = Telephone
Ench.= Encroachment
O.L. = On Line
C.L.F.= Chain Link Fence

■ = Concrete Utility Pole
Ø = Wood utility Pole
←Ø = Wood Utility Pole with Guy wire
● F.W.= Fire Well
⊕ M.W= Monitoring Well
⬭ = Water Meter
⋈ = Water Valve
○ E. = Electric Manhole
□ E. = Electric Utility Vault
○ M.H. = Man Hole
San.= Sanitary
⊠ C.B.= Storm Water Catch Basin
Inv. = Invert
B.P.Z.= Backflow Prevention Valve
P.V.C.= Polyvinyl Pipe
R.C.P.= Reniforced Concrete pipe
+ = Fire Hydrant
✱ = Light
⊙ = sign
A/C = Air Conditioner

Field Work performed on: 2/4/98

Sheet 1 of 2

ng
ey West, Fl. 33040

		Dwn No.: 98-116
Ref. 133-25	Flood panel No. 1709 F	Dwn. By: F.H.H.
	Flood Zone: AE	Flood Elev. 7'

IONS AND/OR ADDITIONS

y West\poln.

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
Fax. (305) 293-0237

EXHIBIT "A"

Site Plans

Poinciana Royale

TOTAL PROPOSED

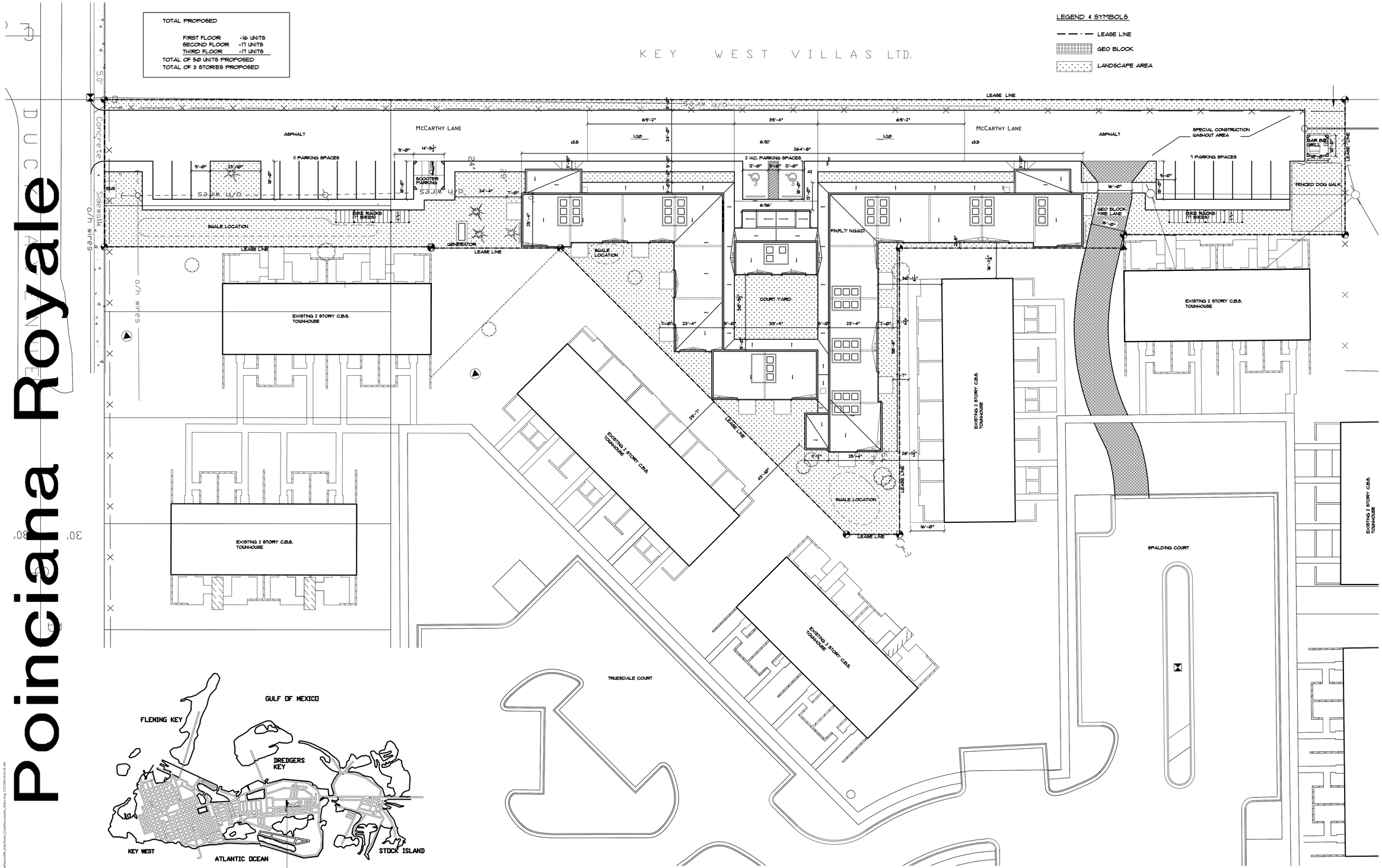
FIRST FLOOR	-16 UNITS
SECOND FLOOR	-17 UNITS
THIRD FLOOR	-17 UNITS

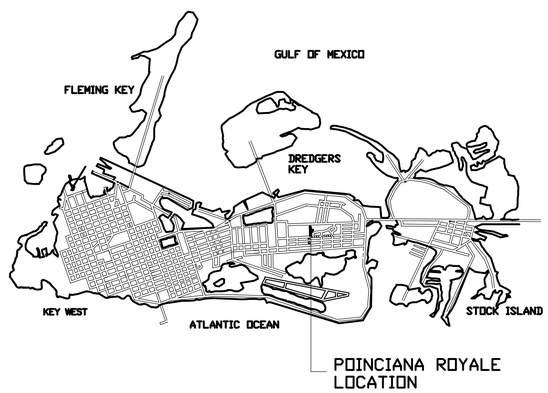
TOTAL OF 50 UNITS PROPOSED
TOTAL OF 3 STORIES PROPOSED

KEY WEST VILLAS LTD.

LEGEND & SYMBOLS

- LEASE LINE
- GEO BLOCK
- LANDSCAPE AREA





LOCATION MAP
NORTH

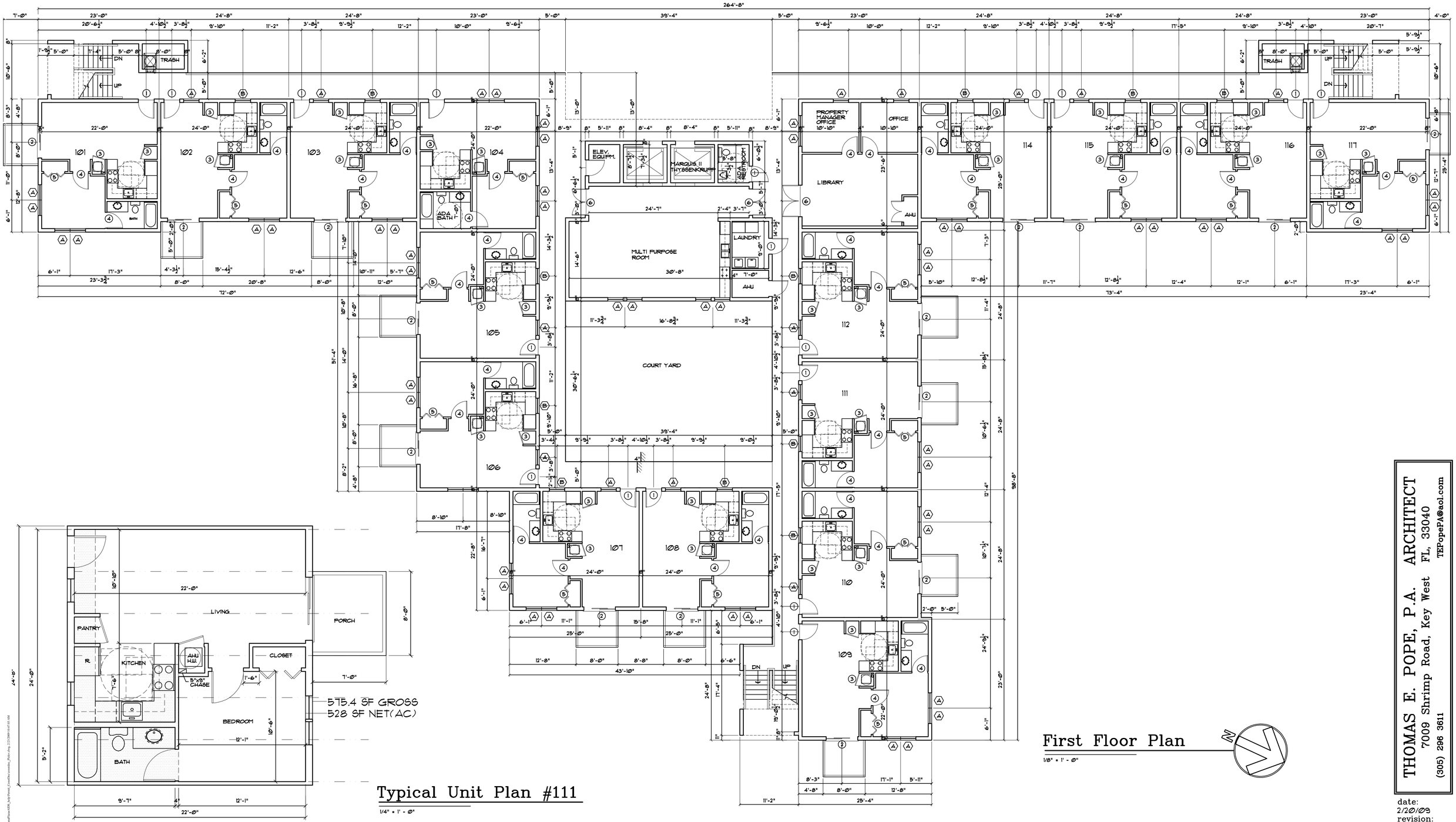
Site Plan
1" = 20' - 0"

Poinciana Royale
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: 2/20/09
revision:

sheet: S1



Typical Unit Plan #111

1/4" = 1' - 0"

First Floor Plan

1/8" = 1' - 0"

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TEPopePA@aol.com

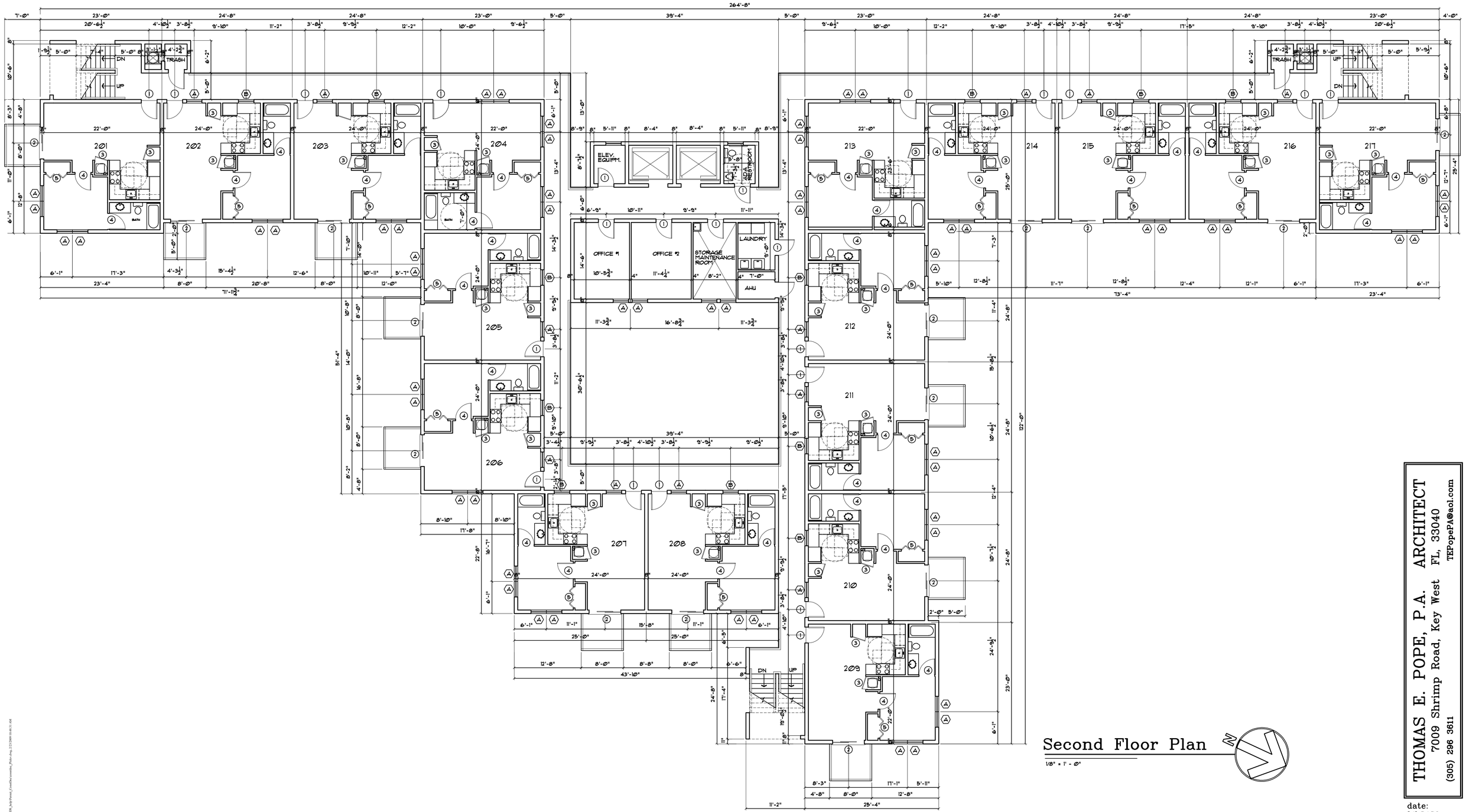
date:
2/20/09
revision:

Poinciana Royale

Poinciana Royale

Duck Avenue, Key West, FL

sheet:
A1



Second Floor Plan

1/8" = 1' - 0"

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Poinciana Royale

Duck Avenue, Key West, FL

sheet:
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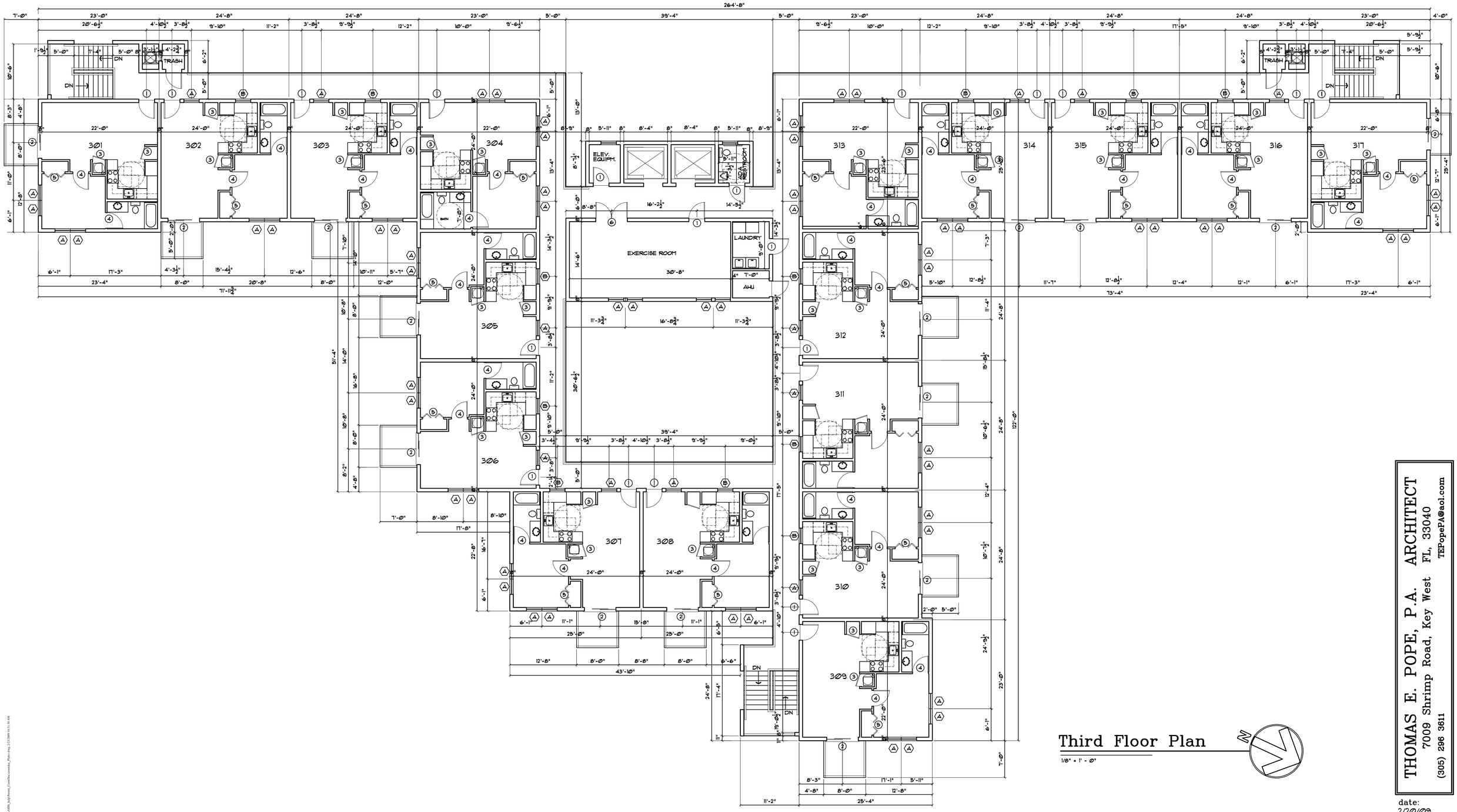

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Poinciana Royale

Poinciana Royale

Duck Avenue, Key West, FL

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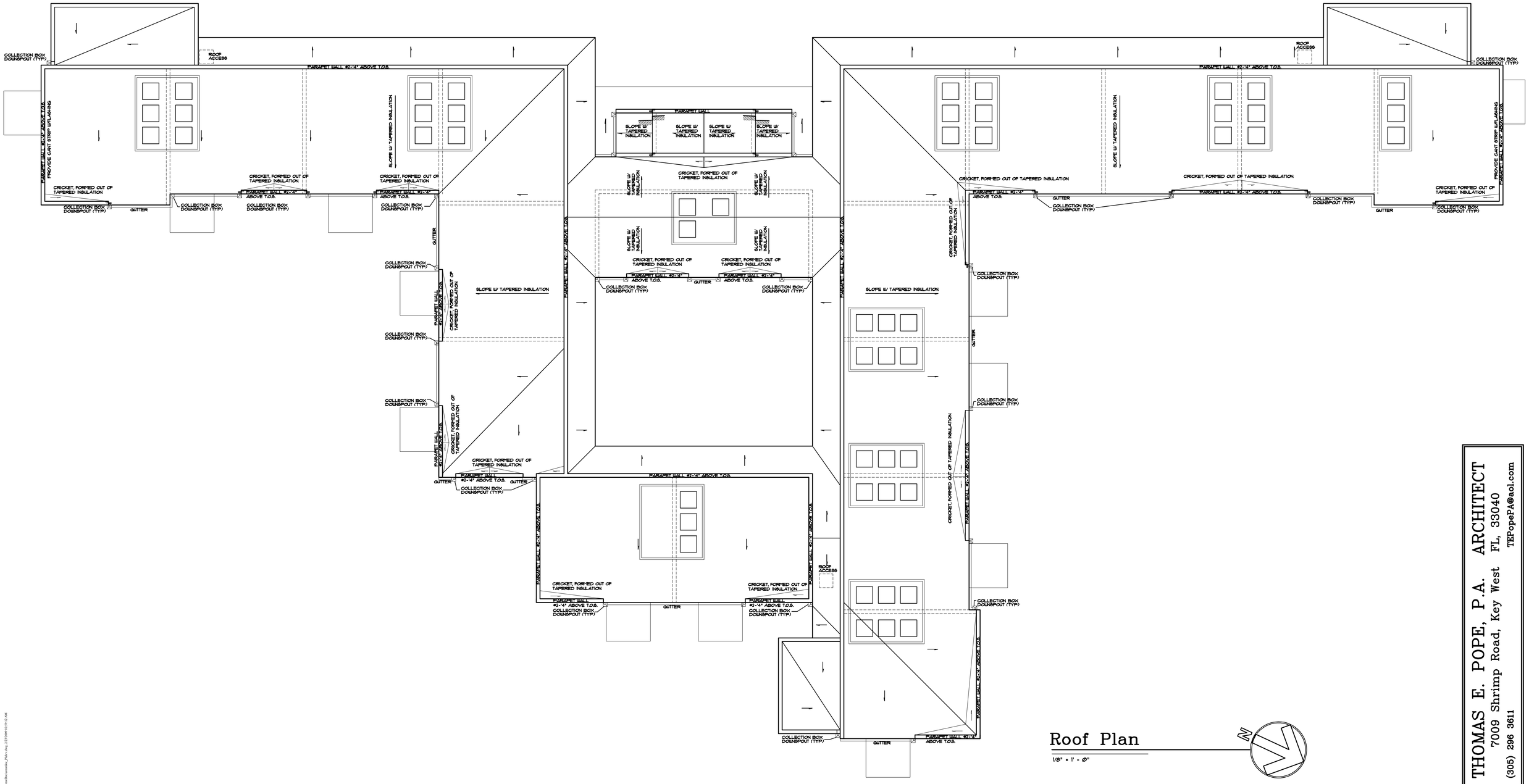

Roof Plan

1/8" = 1' - 0"

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(305) 296 3611 TEPopePA@aol.com

date:
2/20/09
revision:

Poinciana Royale

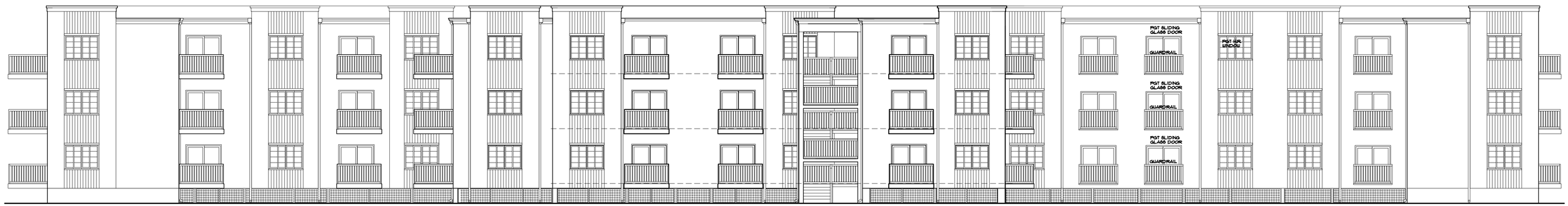
Poinciana Royale

Duck Avenue, Key West, FL

sheet:
A4

Front West Elevation

1/8" = 1' - 0"



Rear East Elevation

1/8" = 1' - 0"

North Side Elevation

1/8" = 1' - 0"

South Side Elevation

1/8" = 1' - 0"

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

date:
11/03/08
revision:
2/20/09

Poinciana Royale

Duck Avenue, Key West, FL

sheet:
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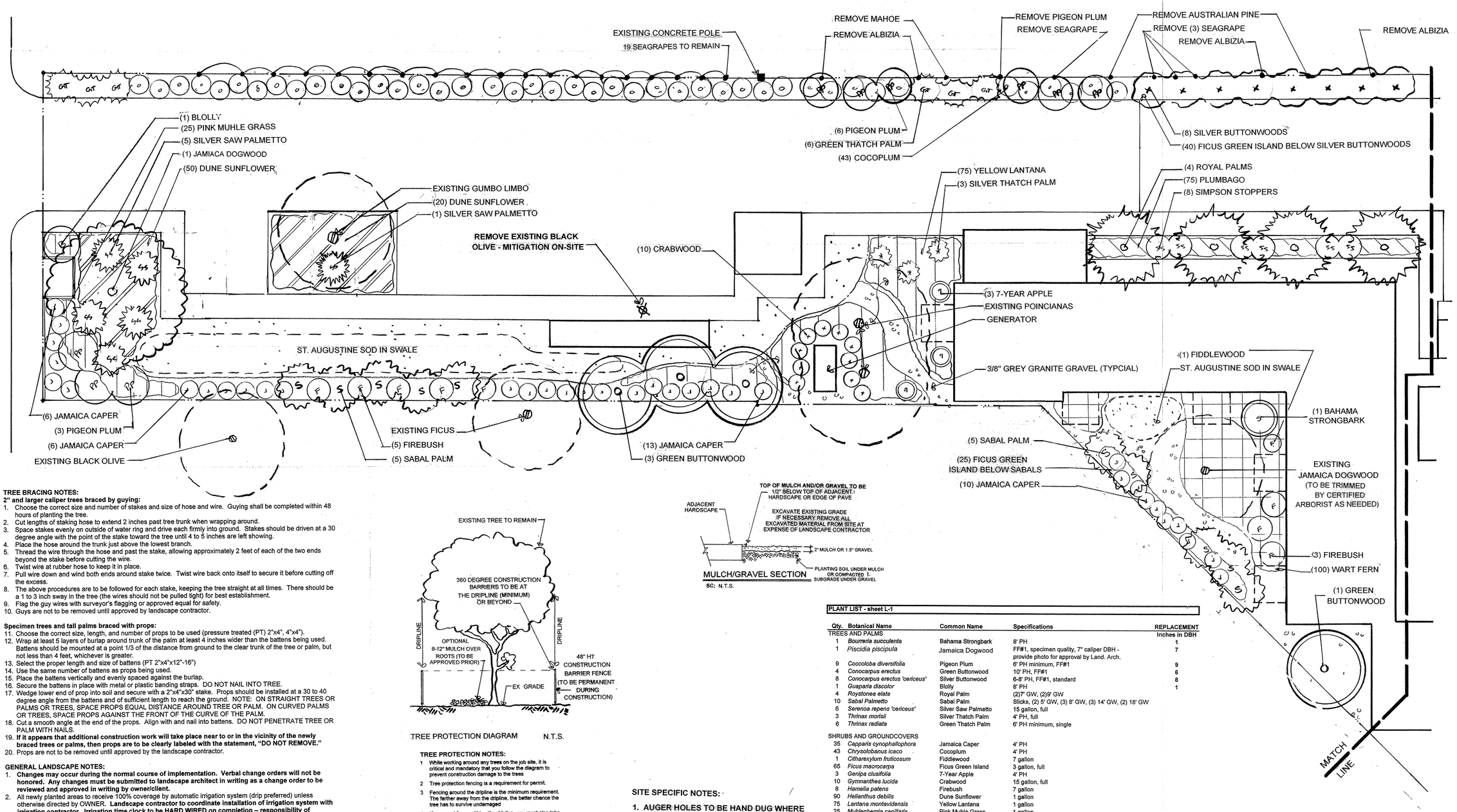


TREE BRACING NOTES:
2" and larger caliper trees braced by guying:

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 min. (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 witning 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

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.**

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.
18. **As-built irrigation drawing to be provided prior to final payment.**

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	6' PH minimum, FF#1	9
4	*Conocarpus erectus*	Green Buttonwood	10' PH, FF#1	6
8	*Conocarpus erectus 'cericeus'*	Silver Buttonwood	6-8' PH, FF#1, standard	8
1	*Guaparia 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 'cericeus'*	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	*Chrysolobanus icaco*	Cocoplum	4' PH	
1	*Citharexylum fruticosum*	Fiddlewood	7 gallon	
65	*Ficus macrocarpa*	Ficus Green Island	3 gallon, full	
3	*Genipa clusifolia*	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

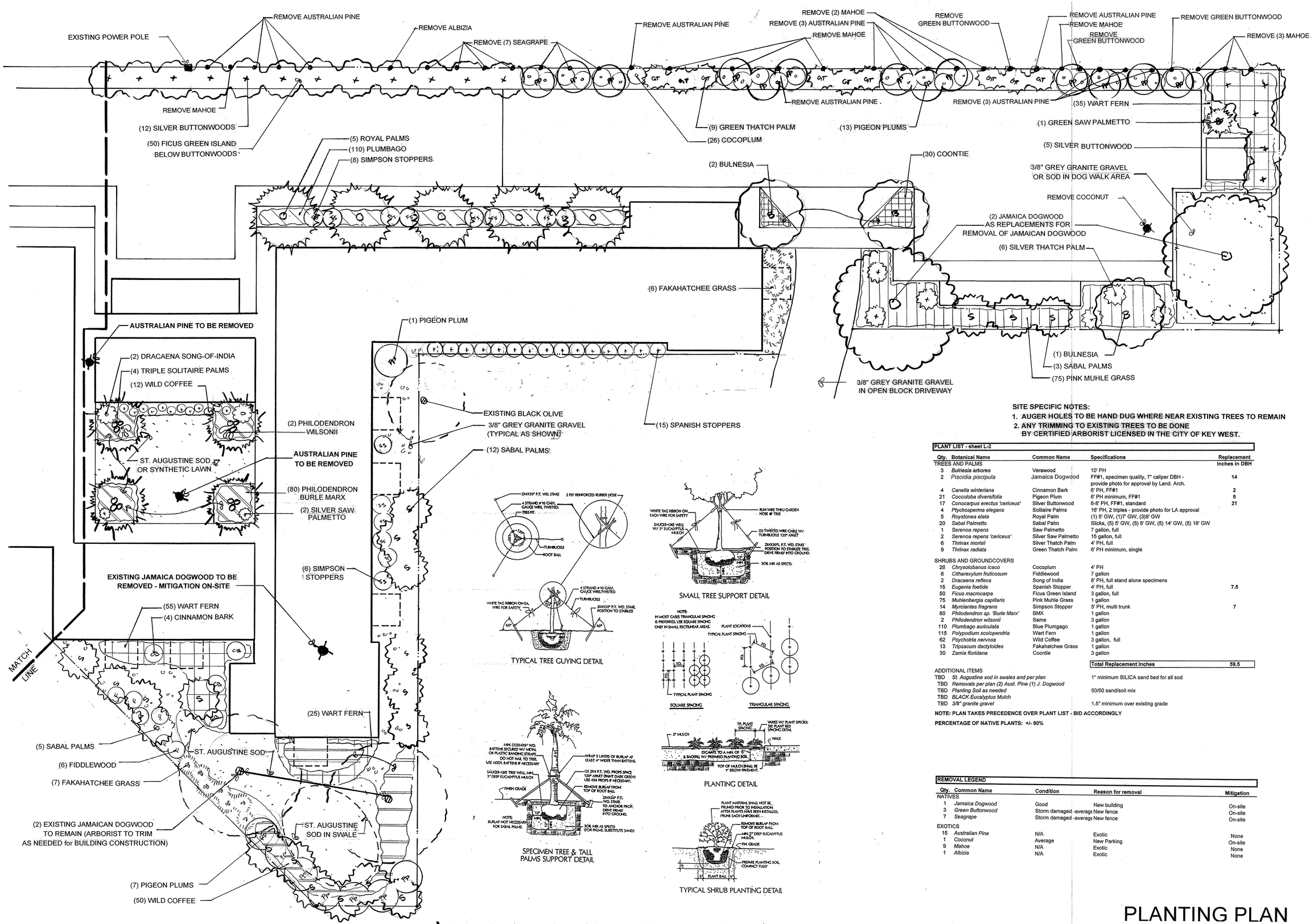
0 10' 15' 30'
SC: 1"=10'-0"

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-1



TYPICAL TREE GUYING DETAIL

SMALL TREE SUPPORT DETAIL

SPECIMEN TREE & TALL PALMS SUPPORT DETAIL

PLANTING DETAIL

TYPICAL SHRUB PLANTING DETAIL

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	6' PH, FF#1	2
21	*Coccoloba diversifolia*	Pigeon Plum	6' PH minimum, FF#1	8
17	*Conocarpus erectus 'cericeus'*	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 'cericeus'*	Silver Saw Palmetto	15 gallon, full	
6	*Thrinax morisii*	Silver Thatch Palm	4' PH, full	
9	*Thrinax radiata*	Green Thatch Palm	6' PH minimum, single	
SHRUBS AND GROUNDCOVERS				
26	*Chrysolobanus icaco*	Cocoplum	4' PH	
6	*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	*Myrciantes fragrans*	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 Plumgago	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
9	*Mahoe*	N/A	Exotic	None
1	*Albizia*	N/A	Exotic	None

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

PLANTING PLAN

0 10' 15' 30'
SC: 1"=10'-0"

Poinciana Plaza
Duck Avenue, Key West, FL

THOMAS E. POPE, P.A. ARCHITECT
7009 Shrimp Road, Key West FL, 33040
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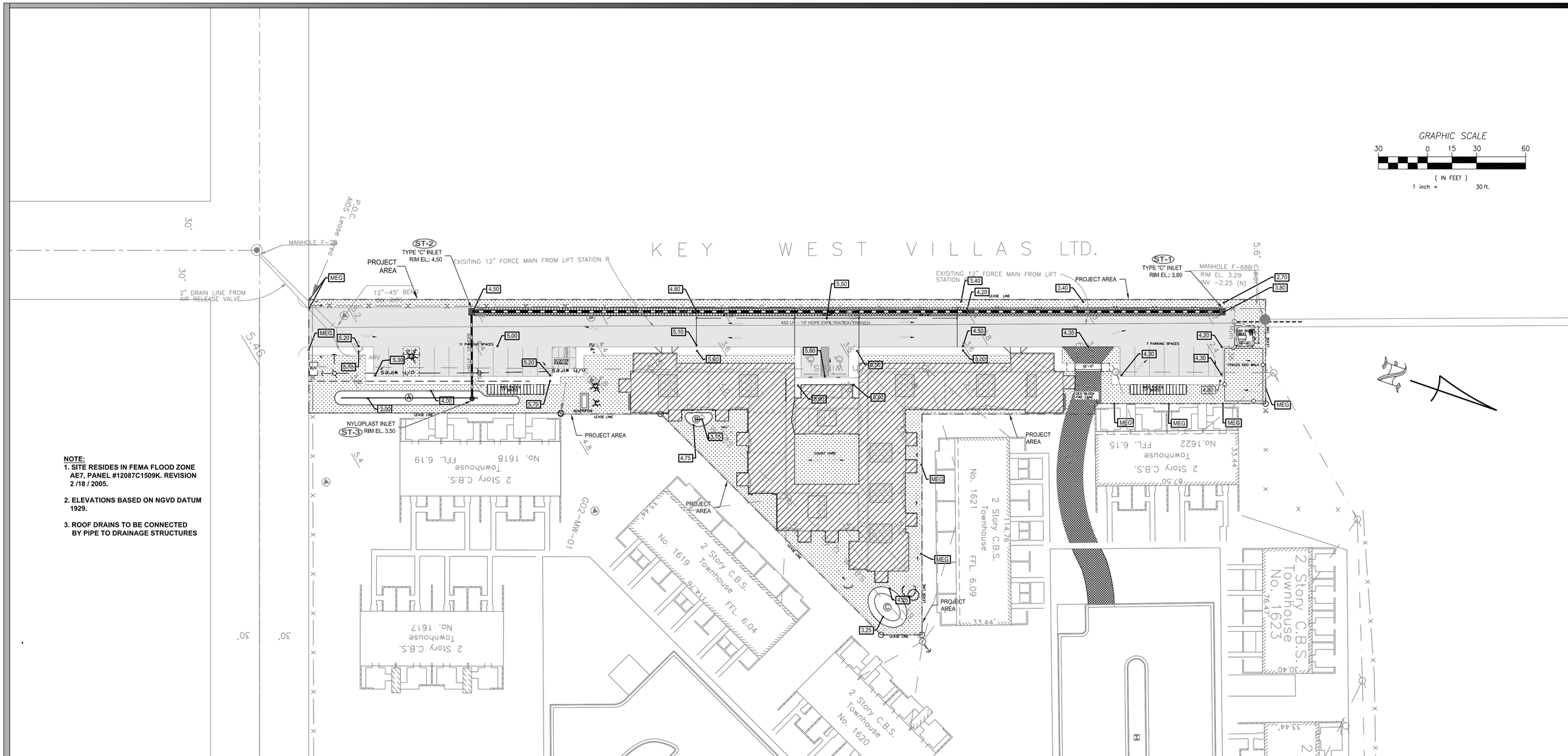
L-2



NOTE:

1. SITE RESIDES IN FEMA FLOOD ZONE AE7, PANEL #12087C1509K. REVISION 2 /18 / 2005.
2. ELEVATIONS BASED ON NGVD DATUM 1929.
3. ROOF DRAINS TO BE CONNECTED BY PIPE TO DRAINAGE STRUCTURES

LEGEND

- PROJECT LIMITS
- NYLOPLAST INLET
- INLET
- EXISTING GRADE
- 4.2 PROPOSED GRADE
- MEG PROPOSED GRADE
- ASPHALT
- GRASS/PERVIOUS AREA
- ST-00 STRUCTURE ID
- SURFACE WATER FLOW
- GEO-BLOCK
- BUILDING

Drainage Calculations

Water Quantity - Predevelopment

Project Area	1.21	ac	52,641	sf
Pervious Area	1.21	ac	52,641	sf
Impervious Area	0.00	ac	0	sf
% Impervious	0.00			
Rainfall for 25yr/24hr event (P)	9.00	in		
Rainfall for 25yr/3day event (P)	12.23	in		
Depth to Water Table	2.00	ft		
Predeveloped Available Storage	1.88	in		
Soil Storage (S)	1.88	in		
Qpre = (P - 0.2S)^2 / (P + 0.8S)	10.23	in		

Water Quantity - Postdevelopment

Project Area	1.21	ac	52,641	sf
Pervious Area	0.39	ac	16,901	sf
Impervious Area	0.82	ac	35,806	sf
% Impervious	0.68			
Rainfall for 25yr/24hr event (P)	9.00	in		
Rainfall for 25yr/3day event (P)	12.23	in		
Depth to Water Table	3.00	ft		
Developed Available Storage	4.95	in		
Soil Storage (S)	1.58	in		
Qpost = (P - 0.2S)^2 / (P + 0.8S)	10.52	in		
Runoff Volume from 25 year/ 3 day storm	12.71	ac-in		

Postdevelopment - Predevelopment

Qpost - Qpre	0.28	in
Volume = QA	0.34	ac-in

Water Quality

Project Area	1.21	ac	52,641	sf
Surface Water	0.00	ac	0	sf
Roof Area	0.34	ac	14,810	sf
Pavement/Walkways	0.48	ac	20,996	sf
Pervious area	0.39	ac	16,901	sf
Site area for Water Quality (Total area- (water surface + roof area))	0.87	ac	37,831	sf
Impervious area for water Quality (Site area for Water Quality - Pervious area)	0.48	ac	20,929	sf
% Impervious	0.55			
A) One inch cf runoff from project area	1.21	ac-in		
B) 2.5 inches times percent impervious (2.5 x percent impervious x (site area - surface water))	1.67	ac-in		

Comparision of Water Quality Methods

1.21 < 1.67

Water Quantity Vs. Water Quality

0.34 < 1.67

REQUIRED PRETREATMENT VOLUME	1.67	ac-in	6,067	cf

POND VOLUMES

POND A	458.00	CF
POND B	57.00	CF
POND C	310.00	CF
Total	825.00	

Pond volume provided for pretreatment	0.16	ac-in	598	cf
Pretreament Volume required by exfil. trench	1.51	ac-in	5,469	cf
Pretreatment Volume Provided	1.76	ac-in	6,389	cf

Exfilitration Trench Calculation

Required trench length (L) =

$$\frac{V}{K\,(H2W+2H2Du - Du^2 + 2H2Ds) + 1.39\times10^{-4}(W)(Du)}$$

Hydraulic Conductivity, K=	0.0001	
H =	2.7	ft
W =	4	ft
Du =	1.7	ft
Ds =	1.8	ft
Volume of Trench , V =	1.51	ac-in
Trench Length Required =	416	LF
Trench Length Provided =	452	LF

CIVIL ENGINEERING • REGULATORY PERMITTING • CONSTRUCTION MANAGEMENT

KEY WEST OFFICE
1010 EAST KENNEDY DRIVE, SUITE 400
KEY WEST, FLORIDA 33040
TEL: (305) 293-9440 FAX: (305) 296-0243

TAMPA OFFICE
CONVENTION CENTER
3507 EAST FRONTAGE ROAD, SUITE 140
TAMPA, FLORIDA 33607
TEL: (813) 579-1616 FAX: (813) 288-0710

PEREZ ENGINEERING & DEVELOPMENT, INC
CERTIFICATE OF AUTHORIZATION No. 8579

ALLEN E. PEREZ, P.E.
Florida P.E. NO. 51468
February 4, 2009

REVISIONS: ORIGINAL: 1/19/09

1 REVISED SITE PLAN 1/19/09
2
3
4
5
6

POINCIANA - ROYALE
POINCIANA HOUSING COMPLEX
DUCK AVENUE, KEY WEST, FL 33040
CONCEPTUAL DRAINAGE PLAN

MR. THOMAS E. POPE, PA
7009 SHRIMP ROAD
KEY WEST, FL 33040

JOB NO. 081020
DRAWN JWR
DESIGNED RJ
CHECKED JWR
QC AEP
SHEET C-1

Previous Approval

PLANNING BOARD RESOLUTION
No. 2009-005

A RESOLUTION OF THE CITY OF KEY WEST PLANNING BOARD PURSUANT TO SECTION 108-196 and 122-63 OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, APPROVING A MAJOR MODIFICATION TO A MAJOR DEVELOPMENT PLAN WITHIN A LEASEHOLD PORTION OF PROPERTY IN THE POINCIANA PLAZA SPECIAL NEEDS SECTION (RE# 0006474-000000); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an Application for a Major Development Plan and Conditional Use for a fifty unit rest home facility was originally approved by Resolution Number 07-275 on August 7, 2008, by the City Commission; and

WHEREAS, an application for a major modification to the previously approved Major Development Plan was submitted to the Planning Department which did not impact the existing Conditional Use Approval;

WHEREAS, after public notice, the application for an Amendment to a Major Development Plan was heard by the Planning Board at a meeting on February 19, 2009; and

WHEREAS, the application satisfied the requirements for a Major Development Approval under Chapter 108, Article II. of the Land Development Regulations, as required for major modifications of development plans;

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

Section 1. That the above recitals are incorporated by reference as if fully set forth herein.

Section 2. That the Planning Board recommends the City Commission grant **conditional approval** of the major modification to a Major Development Plan per the attached plan set dated January 29, 2009. That condition is that the applicant obtain an Environmental Resource Permit for storm-water treatment for the leasehold portion of the property, as required by the South Florida Water Management District, prior to Building Permit approval.

Vice Chairman

Planning Director

RESOLUTION NO. 08-156

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, GRANTING PERMISSION TO INITIATE A DEVELOPMENT AGREEMENT FOR A PROJECT BY AIDS HELP, INC. TO INCLUDE CONSTRUCTION OF A FIFTY UNIT LOW INCOME, REST-HOME LIKE SUPPORTED LIVING FACILITY ON A PORTION OF THE SPECIAL NEEDS AREA OF POINCIANA HOUSING IN THE 3400 BLOCK OF DUCK AVENUE RE# 0064740-000000; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to section 90-679 of the Code of Ordinances, the City Commission is allowed to determine whether it is willing to consider entering into a proposed Development Agreement prior to the commencement of the normal process of approving a Development Agreement;

NOW, THEREFORE, BE IT RESOVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That preliminary approval of a proposed Development Agreement is hereby granted pursuant to section 90-679 of the Code of Ordinances.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Section 3: This ~~variance~~ Resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of Community Affairs. Pursuant to Chapter 9J-1, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DCA with all exhibits and applications attached to or incorporated by reference in the development order; that within the forty five (45) day review period the DCA can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit or development order until the appeal is resolved by agreement or order.

Passed and adopted by the City Commission at a meeting held this 20th day of May, 2008.

Authenticated by the presiding officer and Clerk of the Commission on May 21, 2008.

Filed with the Clerk May 21, 2008.

MORGAN McPHERSON, MAYOR

ATTEST:

Cheryl Smith

CHERYL SMITH, CITY CLERK

THE CITY OF KEY WEST
POST OFFICE BOX 1409
604 Simonton Street
KEY WEST, FLORIDA 33041-1409

PLANNING DEPARTMENT
(305) 809-3722

March 26, 2008

Robert G. Walker
1434 Kennedy Drive
Key West, FL 33040

RE: AIDS Help, Inc.
Poinciana Plaza
3300 Block of Duck Avenue
RE# 00064740-000000
Conditional Workforce Housing Unit Allocation

Dear Mr. Walker:

The purpose of this letter is to conditionally allocate five (5) Building Permit Allocation System Units to the above-listed property for a Workforce Housing Unit(s) as defined in Chapter 122, Article 10 of the City of Key West Code of Ordinances. Allocation of the units is enabled through Resolution 08-065. This allocation will allow for the execution of a Major Development Plan and Conditional Use Approval per Planning Board Resolution 2006-008 and City Commission Resolution 06-153.

The allocation(s) of units is specified below:

___ accessory unit infill unit(s) at .55 equivalent single family unit (ESFU) value of ____;
___ accessory unit(s) at .55 equivalent single family unit (ESFU) value of ___;
___ multifamily unit(s) at 1.0 equivalent single family unit (ESFU) value of ___; and/or
5 single unit(s) at 1.0 equivalent single family unit (ESFU) value of **5.0**;

All allocations will be at the affordable housing (moderate income) level.

This request appears to be consistent with the zoning district and lot conditions within which the project will be located; however, nothing in this allocation exempts the development from meeting all applicable portions of the City of Key West Comprehensive Plan and Code of Ordinances, including the land development regulations. Therefore, this allocation is conditional upon final plan submittal and approval, issuance of a building permit, and compliance with requirements for deed restrictions and related subordinations.

The allocation of this unit(s) is valid for a period of one year from the date of this letter. The building permit for the structure must be obtained prior to expiration of this allocation or the allocation will no longer be valid. Further, construction of the unit(s) must be completed as required under the building permit as issued. Once an allocation has expired an application for a new allocation may be made; however, the City is under no obligation to issue such an allocation and future allocations may not be available or warranted.

Please note that the allocation of this unit(s) requires that a deed restriction and associated subordination of any loan documents (if applicable) be provided prior to the issuance of a

Building Permit. The City Attorney's office will provide draft documents and acceptability of the restriction and associated subordinations will be determined by the City Attorney's office. Key workforce housing requirements as referenced by this letter are attached; however, other aspects of the City's code may apply. The workforce housing ordinance is amended from time to time by the City. In addition, the applicable income levels and associated rates are typically up-dated each year. The recipient of this allocation is required to meet any applicable changes in the Code and associated income requirements.

The City is able to designate implementation of housing programs to outside agencies. At the date of this letter, the City has delegated compliance of its workforce housing program to the Key West Housing Authority. The Housing Authority is responsible for ensuring that the unit is maintained in accordance with deed restrictions established by the City once the unit is in place and interpretation of required income levels changes on an annual basis. Please coordinate with the Housing Authority to remain abreast of changes to income levels and other requirements.

The City of Key West is pleased that you will be providing workforce housing through the proposed development. Please do not hesitate to call me with any questions or comments.

Sincerely,

Amy Kimball-Murley, AICP
Interim Planning Director

Xc: Larry Erskine, Assistant City Attorney
Affordable Housing File

ATTACHMENT

DIVISION 10. WORK FORCE HOUSING*

***Editor's note:** Section 1 of Ord. No. 05-27, adopted Oct. 18, 2005, amended the title of Div. 10, Affordable Housing to read as herein set out.
Cross references: Fair housing, § 38-26 et seq.

Sec. 122-1465. Intent.
It is the intent of this division to create affordable housing categories to facilitate the development of housing designed and priced to meet the needs of people employed by the local economy in a manner that reflects the percentage of the workforce at each income level and mixes people of all incomes together and does not create high and low-income enclaves.
(Ord. No. 05-27, § 2, 10-18-2005)

Sec. 122-1466. Definitions.
The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
Affordable housing shall be defined as provided in the following classifications:
Affordable housing (low income) for a rental dwelling unit shall mean a dwelling unit whose monthly rent, not including utilities, does not exceed 30 percent of that amount which represents 80 percent of the monthly median household income (adjusted for family size). For an owner-occupied dwelling unit, affordable housing (low income) shall mean a dwelling unit whose sales price shall not exceed two and one-half times the annual median household income (adjusted for family size) for Monroe County, in accordance with section 122-1472.
Affordable housing (median income) for a rental dwelling unit shall mean a dwelling unit whose monthly rent, not including utilities, does not exceed 30 percent of that amount which represents 100 percent of the monthly median household income (adjusted for family size) for Monroe County. For an owner-occupied dwelling unit, affordable housing (median income) shall mean a dwelling unit whose sales price shall not exceed three and one-half times the annual median household income (adjusted for family size) for Monroe County, in accordance with section 122-1472. The definition of "affordable housing (median income)" applies to and encompasses all affordable housing under construction or built pursuant to this ordinance prior to July 1, 2005, for which deed restrictions are required.
Affordable housing (middle income) for a rental dwelling unit shall mean a dwelling unit whose monthly rent, not including utilities, does not exceed 30 percent of that amount which represents 140 percent of the monthly median household income (adjusted for family size) for Monroe County. For an owner-occupied dwelling unit, affordable housing (middle income) shall mean a dwelling unit whose sales price shall not exceed six and one-half times the annual median household income (adjusted for family size) for Monroe County, in accordance withsection 122-1472.
Affordable housing (moderate income) for a rental dwelling unit shall mean a dwelling unit whose monthly rent, not including utilities, does not exceed 30 percent of that amount which

represents 120 percent of the monthly median household income (adjusted for family size) for Monroe County. For an owner-occupied dwelling unit, affordable housing (moderate income) shall mean a dwelling unit whose sales price shall not exceed five times the annual median household income (adjusted for family size) for Monroe County, in accordance with section 122-1472.

Affordable work force housing shall include low income, median income, moderate income and middle income housing.

Affordable work force housing trust fund shall mean the trust fund established and maintained by the city for revenues from fees in lieu of constructing affordable work force housing, and revenues from any other source earmarked for the trust fund by land development regulation, ordinance or donation.

Median household income shall mean the median household income published for Monroe County on an annual basis by the U.S. Department of Housing and Urban Development.

(Ord. No. 98-18, § 1, 6-3-1998; Ord. No. 02-08, § 1, 2-20-2002; Ord. No. 05-27, § 3, 10-18-2005)

Cross references: Definitions generally, § 1-2.

Sec. 122-1467. Requirements of affordable work force housing; ratio of new construction.

(a) *New market-rate multifamily residential housing.* At least ten percent of all new multifamily residential units constructed each year shall be low income affordable housing of at least 400 square feet each, as defined herein and 20 percent shall be affordable housing (median income) housing of at least 400 square feet each, as defined herein. Residential or mixed use projects of less than ten residential or mixed use units shall be required to develop at least 30 percent of units of at least 400 square feet each as affordable (median income), but may contribute a fee in lieu for each unit to the affordable work force housing trust fund, if approved by the city commission. The per unit fee shall be $200,000.00 (representing construction cost, less land cost, of a 400 square foot unit). The 30 percent affordability requirement shall be determined on a project by project basis and not on a city-wide basis. Vested units shall be subject to this subsection if not otherwise governed by law or agreement. For every required affordable housing (median income) unit,a developer may increase the sales or rental rates to affordable housing (middle income) so long as another unit's sales or rental rate is decreased to affordable housing (low income).

(b) *Linkage of projects.* Two development projects may link to allow the affordable housing requirement of one development project to be built at the site of another project, so long as the affordable housing requirement of the latter development is fulfilled as well. Written proof of the project linkage shall be supplied by the developer to the city commission at the time of the first site plan approval. The project containing the affordable units must be built either before or simultaneously with the project without, or with fewer than, the required affordable units. In addition, if a developer builds more than the required number of affordable units at a development site, this development project may be linked with a subsequent development project to allow compliance with the subsequent development's affordable unit requirement. Written proof of the linkage must be supplied by the developer to the city commission at the time of the subsequent development's site plan approval. Linkage shall not be available if either development isentirely or in part to be constructed by public funds. Finally, all linkages under this subsection may occur within the city or on a site within the city and on a site on Stock Island in the unincorporated part of the county.

(c) *New affordable work force housing.* The maximum total rental and/or sales price for all new affordable work force housing units in a single development shall be based on each unit being affordable housing (moderate income). The rental and/or sales price may be mixed among affordable housing (low income), (median income), (middle income) and (moderate income) in order that the total value of rental and/or sales does not exceed ten percent of the rental and/or sales of all the units at affordable housing (moderate income).
(d) *Demonstration of continuing affordability.* Demonstration of continuing affordability shall be by deed restriction or any other mutually acceptable method that effectively runs with the land and is binding on owners, successors in ownership, or assigns. The deed restriction shall be in a form provided by the city and shall be for a period of at least 50 years. It shall be recorded in the county records. During the final year of the deed restriction, the city commission may act by Resolution to renew the affordability restriction for an additional 50-year term.
(e) *Reporting requirements.* Owners of affordable work force housing projects or units shall furnish the city manager or his designee with annual information necessary to ensure continued compliance with affordability criteria, beginning one year after the date of building permit issuance and on each anniversary date thereafter. Reporting requirements shall include sworn tenant household verification information. Property owners subject to this subsection may contract with the Key West Housing Authority to perform annual tenant eligibility verification.
(f) *Compliance with antidiscrimination policy.* All property owners offering housing under this division shall comply with the antidiscrimination policy of article II of chapter 38.
(Ord. No. 98-18, § 1, 6-3-1998; Ord. No. 02-08, § 1, 2-20-2002; Ord. No. 05-27, § 4, 10-18-2005)

Sec. 122-1468. Affordable work force housing trust fund.
(a) The affordable work force housing trust fund (referred to as the "trust fund") is established. The trust fund shall be maintained with funds earmarked for the trust fund for the purpose of promoting affordable work force housing in the city and its immediate environs. Monies received by the trust fund shall not be commingled with general operating funds of the city. The trust fund shall be in a separate dedicated fund used only for the following:
(1) Financial aid to developers as project grants for affordable housing (low income) to (moderate income) construction;
(2) Financial aid to eligible homebuyers of affordable housing (low income) to (moderate income) as mortgage assistance;
(3) Financial incentive for the conversion of transient units to affordable housing (low income) to (moderate income) residential units;
(4) Direct investment in or leverage to housing affordability through site acquisition, housing development and housing conservation; or
(5) Other affordable work force housing purposes from time to time established by resolution of the city commission.
(b) Except as provided in section 122-1471, the city commission shall determine all expenditures from the trust fund upon the advice of the city manager.
(Ord. No. 98-18, § 1, 6-3-1998; Ord. No. 02-08, § 1, 2-20-2002; Ord. No. 05-27, § 5, 10-18-2005)

Sec. 122-1469. Applicant eligibility requirements.
The following eligibility requirements shall be required of households or persons to qualify for affordable work force housing units to the extent lawful:

(1) The household or person shall derive at least 70 percent of its or his/her total income from gainful employment in the county.
(2) At the time of sale or lease of an affordable housing (low income) unit, the total income of eligible household or persons shall not exceed 80 percent of the median household income for the county (adjusted for family size).
(3) During occupancy of any an affordable housing (low income) rental unit, a household's income may increase to an amount not to exceed 120 percent of the median household income for the county (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term.
(4) At the time of sale or lease of an affordable housing (median income) unit, the total income of eligible households or persons shall not exceed 100 percent of the median household income for the county (adjusted for family size).
(5) During occupancy of any affordable housing (median income) rental unit, a household's annual income may increase to an amount not to exceed 140 percent of median household income for the county (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term.
(6) At the time of sale or lease of an affordable housing (moderate income) unit, the total income of eligible households or persons shall not exceed 120 percent of the median household income for the county (adjusted for family size).
(7) During occupancy of an affordable housing (moderate income) rental unit, a household's annual income may increase to an amount not to exceed 160 percent of median household income for the county (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term.
(8) At the time of sale or lease of an affordable housing (middle income) unit, the total income of eligible households or persons shall not exceed 140 percent of the median household income for the county (adjusted for family size).
(9) During occupancy of an affordable housing (middle income) rental unit, a household's annual income may increase to an amount not to exceed 180 percent of median household income for the county (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term.
(10) Eligibility is based on proof of legal residence in the county for at least one consecutive year.
(11) Priority shall be given to families of four or more members for larger sized affordable work force housing units.
(12) The applicant shall execute a sworn affidavit stating the applicant's intention to occupy the dwelling unit.
(13) The income of eligible households shall be determined by counting only the first and highest paid 40 hours of employment per week of each unrelated adult. For a household containing adults related by marriage or a domestic partnership registered with the city, only the highest 60 hours of the combined employment shall be counted. The income of dependents regardless of age shall not be counted in calculating a household's income.
(14) In the event that a tenant's income shall exceed the maximum allowable income under this section and such shall occur for the first time during the last three months of a tenancy, then the landlord and tenant may extend a lease for a period of one year at the affordable rental rate.
(15) The board of adjustment may review a household's income and unique circumstances to determine eligibility and conformance with the intent of this ordinance to assure that people in need are not excluded and people without need are not included.

(Ord. No. 98-18, § 1, 6-3-1998; Ord. No. 02-08, § 1, 2-20-2002; Ord. No. 05-27, § 6, 10-18-2005)

Sec. 122-1470. Accessory unit infill.

(a) In all zoning districts of the city, except conservation districts (C), airport district (A) and the HPRD, PRD, HHDR, HMDR, MDR, MDR-C, LDR-C and SF districts, the city commission desires to encourage the addition of affordable work force housing on the same site as commercial properties and institutions to promote employee housing. Such development shall be known as accessory unit infill. Tenants shall be eligible persons under section 122-1469. Applicants under this section may provide two bicycle or scooter parking spaces per unit as an alternative to applying to the board of adjustment for parking variances. Provided that units of 600 square feet or less are treated as an 0.55 equivalent unit and all units provided are available under the city's building permit allocation ordinance, section 108-1056 et seq. of the Code of Ordinances, the city shall process applications under this section in the same manner as multifamily units or as a conditional use if multifamily is not allowed.

(b) The maximum total rental and/or sales price for accessory unit infill in a single development shall be based on each unit being affordable housing (moderate income). The rental and/or sales price may be mixed among affordable housing (low income), (median income), (middle income) and (moderate income) in order that the total value in rental and/or sales does not exceed ten percent of the rental and/or sales of all the units at affordable housing (moderate income).

(Ord. No. 98-18, § 1, 6-3-1998; Ord. No. 02-08, § 1, 2-20-2002; Ord. No. 05-27, § 9, 10-18-2005)

Sec. 122-1471. Community housing development organization.

The city commission may promote the establishment of a nonprofit community housing development organization (CHDO), pursuant to federal regulations governing such organizations, to serve as developer of affordable workforce housing units on city-owned property located in both the city and in the community redevelopment areas, including excessed U.S. Navy property, or located in Key Haven and Stock Island in the unincorporated part of the county, upon interlocal agreement. In such event, the city may delegate to the community housing development organization all or partial administration of the affordable housing trust fund.

(Ord. No. 98-18, § 1, 6-3-1998; Ord. No. 02-08, § 1, 2-20-2002; Ord. No. 05-27, § 10, 10-18-2005)

Sec. 122-1472. Family size.

When establishing a rental or sales amount, one shall assume family size as indicated in the table below. This section shall not be used to establish the maximum number of individuals who actually live in the unit.

TABLE INSET:

Size of Unit	Assumed Family Size	Minimum Occupancy
Efficiency (no separate bedroom)	1	1
One bedroom	2	1

Two bedroom	3	2
Three bedroom	4	3
Four or more bedrooms	5	1 per bedroom

(Ord. No. 02-08, § 1, 2-20-2002; Ord. No. 05-27, § 11, 10-18-2005)

Sec. 122-1473. Reserved.

Editor's note: Section 12 of Ord. No. 05-27, adopted Oct. 18, 2005, repealed § 144-1473, which pertained to sunset provisions, and derived from Ord. No. 98-18, adopted June 3, 1998; and Ord. No. 02-08, adopted Fe. 20, 2002.

Secs. 122-1474--122-1500. Reserved.

Sec. 122-232. Accessory units.

The single-family residential district (SF) shall accommodate one accessory attached or detached unit per principal dwelling unit so long as the accessory unit is duly approved pursuant to the building permit allocation system, as provided in article IV of chapter 54, and meets the criteria cited in this subdivision. The building permit allocation methodology includes a permit formula in which one accessory unit equals 0.55 dwelling unit. Accessory units shall meet all size and dimension requirements of a principal structure and shall not be excluded from impact fee provisions.

(Ord. No. 97-10, § 1(2-5.2.2(A)(1)), 7-3-1997)

Sec. 122-233. Special criteria applicable to accessory units.

(a) Accessory units proposed within the single-family residential district (SF) shall met the following criteria:

(1) Each unit shall have a rental rate, including utilities, not exceeding 15 percent of the median household income in the county. This affordability criteria shall be duly recorded as a deed restriction in perpetuity.

(2) Accessory units shall be restricted to occupancy by permanent residents.

(3) Accessory units shall not be sold separately as a condominium.

(4) When an accessory unit permit is originally initiated, the principal unit must be owned and occupied by a permanent resident.

(5) Accessory units shall not take up more than 40 percent of the principal structure.

(6) Accessory units shall comply with maximum impervious surface regulation within the SF district. Parking surfaces shall not be counted as open space.

(7) Accessory units shall comply with applicable landscaping requirements.

(8) Accessory units shall comply with the maximum threshold for lot coverage by impervious surfaces.

(9) Parking requirements shall be satisfied by both the principal and accessory unit.

(10) Density shall be calculated based only upon the number of principal units on a site.

(11) Accessory units shall not exceed 600 square feet and the minimum size shall be 300 square feet.

(b) Any application for accessory units shall include deed restrictions which shall be filed with the city and the clerk of the circuit court. The deed restrictions shall incorporate mandatory compliance with the criteria cited in subsection (a) of this section.

(Ord. No. 97-10, § 1(2-5.2.2(A)(2)), 7-3-1997)

Sec. 122-234. Potential increase in accessory unit threshold size.
No accessory unit in the single-family residential district (SF) shall have more than one bedroom unless an additional bedroom is approved as a variance by the board of adjustment. If such variance is approved, the total square footage shall not exceed 600 square feet. The permit allocation system shall be coordinated with the county's analysis of evacuation clearance times in order to maintain or decrease the standard time for such clearance.
(Ord. No. 97-10, § 1(2-5.2.2(A)(3)), 7-3-1997)

86-9 Definition of Terms
Accessory apartment means a second attached or detached dwelling unit contained within a single-family detached dwelling or an accessory building (structure) on the same lot as a single-family detached dwelling for use as a complete, independent living quarters, with provisions for living, sleeping, bathing, and cooking which meet the following criteria:
(1) The principal single-family dwelling shall:
a. Contain no more than one accessory apartment;
b. Be owner-occupied when the original accessory unit occupancy permit is initiated; and
c. Not be used or licensed for transient rental housing.
(2) The accessory apartment shall:
a. Contain no more than 600 square feet of gross floor area;
b. Be occupied by a person or household for whom the unit is a primary residence;
c. Accessory units shall be used only by permanent residents;
d. Accessory units may not be rented transiently nor can they be granted a business tax receipt for transient use; and
e. Adequate public utilities and public facilities shall be available concurrent with the permittin

RESOLUTION NO. 08-057

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING THE CITY MANAGER TO PREPARE AND EXECUTE A LETTER OF COMMITMENT IN THE AMOUNT OF $40,000.00 PAYABLE FROM THE CITY'S AFFORDABLE HOUSING TRUST FUND, IN SUPPORT OF THE CONSTRUCTION BY AIDS HELP, INC. OF A PROPOSED 50-UNIT SUPPORTED LIVING FACILITY WITHIN THE SPECIAL NEEDS SECTION AT THE POINCIANA HOUSING SITE; PROVIDING THAT FUNDS WILL BE RELEASED UPON RECEIPT OF FUNDING FOR THE PROJECT BY TAX CREDIT FUNDING THROUGH THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission is committed to solving the affordable housing crisis in Key West; and

WHEREAS, AIDS HELP, INC., 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 HIV-infected residents of the Florida Keys; and

WHEREAS, AIDS HELP, INC., provides referrals to housing subsidy programs and provides limited residential housing facilities for eligible clients; and

WHEREAS, the City Commission, acting through the Naval Properties Local Redevelopment Authority of the City of Key West (LRA) has authorized a lease of approximately 7.66 acres of

property located on vacant land owned by the LRA within the Special Needs Section of the Poinciana Affordable Housing site, located within the corporate limits of the City of Key West, Florida, to the Housing Authority of the City of Key West, Florida; and

WHEREAS, the Housing Authority of the City of Key West has authorized a sublease of approximately 1.25 of the 7.66 acres to AIDS HELP, INC., for construction of low income housing; and

WHEREAS, the City Commission has approved the application of AIDS HELP, INC., for a Major Development Plan and Conditional Use for the construction of a fifty units supported living facility for low income people; and

WHEREAS, the Florida Housing Finance Corporation has approved a five hundred thousand dollar ($500,000) predevelopment loan to AIDS HELP, INC. to prepare an application for funding; and

WHEREAS, the City Commission wishes to assist AIDS HELP, INC. in the development of housing for clients suffering from HIV disease and in need of living assistance; and

WHEREAS, AIDS HELP, INC. is applying to the Florida Housing Finance Corporation for tax credit funding in the 2008 Universal Cycle to construct fifty units of low income housing for people with HIV disease; and

WHEREAS, the application to the Florida Housing Finance

Corporation requires documentation of city support for the project; and

WHEREAS, the Community Housing Committee of the City of Key West recommended at its meeting of January 22, 2008, that the City provide forty thousand dollars ($40,000) from affordable housing funds to demonstrate that commitment; and

WHEREAS, the City Commission finds that providing funding from the Affordable Housing Trust Fund in the amount of $40,000.00 in support of the proposed AIDS HELP, INC. housing would serve to enhance and protect the health, safety and welfare of the citizens of Key West;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the city manager is hereby authorized to prepare and execute a commitment letter for forty thousand dollars ($40,000.00) to be included in the AIDS HELP, INC. application for tax credit funding from the Florida Housing Finance Corporation for construction of fifty low income units at Poinciana.

Section 2: That payment of the funds is contingent upon approval and acceptance of tax credit funding.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 20th day of February, 2008.

Authenticated by the presiding officer and Clerk of the Commission on February 21, 2008.

Filed with the Clerk February 21, 2008.

MORGAN McPHERSON, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

RESOLUTION NO. 07-275

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, APPROVING A ONE-YEAR EXTENSION OF THE MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE PLAN FOR THE PROPERTY LOCATED AT THE 3300 BLOCK OF DUCK AVENUE (POINCIANA) FOR A 50 UNIT NURSING HOME, REST HOME AND CONVALESCENT HOME PURSUANT TO 122-278(3); PROVIDING FOR CONDITIONS IN RESOLUTION 06-153; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1. That the Major Development Plan and Conditional Use Plan for the property located at the 3300 Block of Duck Avenue (Poinciana) for a 50-unit "*nursing home, rest home, and convalescent home*" pursuant to conditional use section 122-178 (3) of the Key West Code of Ordinances and originally authorized by Resolution 06-153, is hereby extended for a period of one year.

Section 2. This Resolution shall go into effect immediately upon passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Read and passed on first reading at regular meeting held this 7th day of August, 2007.

Authenticated by the presiding officer and Clerk of the Commission on August 15, 2007.

Filed with the Clerk August 15, 2007.

MORGAN MCPHERSON, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

RESOLUTION NO. 06-153

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED MAJOR DEVELOPMENT AND CONDITIONAL USE PLAN FOR THE PROPERTY LOCATED AT THE 3300 BLOCK OF DUCK AVENUE (POINCIANA) FOR A 50-UNIT ASSISTED LIVING FACILITY; PROVIDING CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That pursuant to section 108-198 of the Code of Ordinances the attached Major Development Plan is hereby approved; provided that the two conditions of the Key West Planning Board set forth in Resolution No. 2006-008 are fulfilled.

Section 2: That pursuant to section 122-63 of the Code of Ordinances the attached Conditional Use is hereby approved.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 2nd day of May, 2006.

Authenticated by the presiding officer and Clerk of the Commission on May 3, 2006.

Filed with the Clerk May 3, 2006.

MORGAN McPHERSON, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

STATE OF FLORIDA, COUNTY OF MONROE, CITY OF KEY WEST

This copy is a true copy of the public record on file in this office. Witness my hand and official seal this 13 day of July, 2006

By Cheryl Smith
Cheryl Smith, City Clerk

PLANNING BOARD RESOLUTION
No. 2006-008

A RESOLUTION OF THE CITY OF KEY WEST PLANNING BOARD PURSUANT TO SECTIONS 108-196 and 122-278 OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, APPROVING A MAJOR DEVELOPMENT PLAN AND A CONDITIONAL USE APPLICATION FOR A 50 UNIT ASSISTED LIVING FACILITY (WITHIN THE POINCIANA HOUSING SPECIAL NEEDS COMMUNITY) (RE#00064740-000000); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an Application for a Major Development Plan and a Conditional Use Application was filed 27 December 2005 by AIDS Help, Inc. c/o Robert L. DeLaune, Architect P.A. on behalf of the City of Key West, owner of the property, located in the MDR-1 (Medium Density Residential –1) zoning district; and

WHEREAS, the proposal is to allow for a 50 unit assisted living facility; and

WHEREAS, the City Planning Department, expressed the decision that this specific use was not listed anywhere in the code but was a very unique type of development that would normally not be listed and was consistent in intensity and character of other conditional uses allowed in the MDR-1 zoning district and therefore a conditional use review would be permitted; and

WHEREAS, at the 26 January 2006, Development Review Committee meeting there were the following comments regarding the proposed use based on the plans received December 27, 2005.

Utilities:

- Keys Energy Service, comment received in writing: proposed construction is in conflict with existing over-head wires. If this project is approved, the applicant will be required to pay upwards of $20,000 to relocate said facilities underground. The applicant will provide a full set of plans and a Project Review Form to ensure that the existing and surrounding customers have adequate power.
- Florida Keys Aqueduct Authority: Existing 6" water main located on Spaulding Court appears adequate to serve this project. A complete set of plans is necessary to further determine meter requirements.

Parking:

- Required number in the MDR-1 district is 1 parking space per 4 beds for nursing and/or convalescent homes. The proposed project will provide the required additional 13 spaces and will have no impact on the existing residential parking.

- There are two bicycle rack locations providing approximately 12 properly sized bike spaces and additional motor-scooter spaces.

Storm water:

- Drainage Plan as submitted is adequate. Key West Utilities Director requests that a drainage grate be provided at the foot of the entry drive to further prevent storm water runoff onto Duck Avenue.

Landscaping:

- Landscape Coordinator requires that the applicant remove all invasive non-native vegetation and further secure approval from the Tree Commission by preserving three existing Psida Trees.

Pedestrian Access:

- All proposed walkways shall be duly connected to all existing walkways within a reasonable distance and be ADA compliant.

Site Safety & Security:

- The Fire Marshal has requested that an emergency-access connection be added between the existing parking lot at Spaulding Court and the proposed "T" style turnabout at the northern end of the development; and

WHEREAS, after public notice, the application for a Major Development Plan and a Conditional Use approval was heard by the Planning Board at its Regular Meeting of 16 March 2006; and

WHEREAS, for that meeting, there were 87 notices sent to parcel owners within 300 feet and 13 responses were returned, with 4 objections and 9 non-objections, 4 comments were read into the record and Mr. Alan Tidball came to the Planning Dept. office in person to object, as he would be unable to attend the meeting; and

WHEREAS, at that meeting, City Planner Ty Symroski presented the staff report by Brendon Cunningham dated 16 March 2006; and

WHEREAS, the Board heard Mr. Symroski recommend approval of the applications and allow for a phased implementation of the project pursuant to Section 108-203; and

WHEREAS, the applicant AIDS Help, Inc. c/o Robert L. DeLaune, Architect P.A., stated they accepted the conditions and the project phasing of one building wing per phase *and the deadline for each phase shall be a requirement to submit a complete building* permit within one (1) year for phase 1, within five (5) years for phase 2 and within ten (10) years for phase 3, all time frames being measured from the effective date of the final approval of the Development Plans by the City and Department of Community Affairs; and

WHEREAS, the following plans were being reviewed at the Planning Board meeting

Plans	By	Date	Revised	Pg #	Received
Cover Sheet	Robert L. Deluane, Architect, p.a..	27 Dec. 2005	8 Feb. 2006	T0.01	10 Feb. 2006
Preliminary Site Plan	"	"	"	A.1	"
Partial Site Plan	"	"	"	A.2	"
Partial Site Plan with Existing Conditions	"	"	"	A.3	"
Landscape Plan	"	"	"	1 of 11	"
Conceptual Drainage Plan	"	"	"	C-1	"
Boundary Survey	"	"	"	1 of 2	"
Boundary Survey	"	"	"	2 of 2	"
Lease Easement	"	"	"	NA	"

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

Section 1. That the Planning Board approves the application for the Major Development Plan and the Conditional Use with the condition the plans provide for connectivity to the surrounding neighborhood:

A. ADA compliant sidewalk connections with the existing apartment complex and the adjacent neighborhood facing onto Duck Avenue

B. An additional vehicular connection onto Spaulding Court for the use of emergency vehicles.

Section 2. The plan is approved as a phased project pursuant to Section 108-203 and that each phase shall be a wing of the 3 wing building, there will be three phases and the deadline for each phase shall be a requirement to submit a complete building permit within one (1) year for phase 1, within five (5) years for phase 2 and within ten (10) years for phase 3, all time frames being measured from the effective date of the final approval of the Development Plans by the City and Department of Community Affairs.

Section 3. 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 City Planner.

Passed at a meeting held 16 March 2006.

Authenticated by the Vice-Chair of the Planning Board and the City Planner. (Note: the Chair was recused due to his membership on the board of the applicant.)

Paul Tagliaferri 5/2/06

Paul Tagliaferri, Vice-Chair **Date**
Key West Planning Board

Attest:

April 12, 2006

Ty Symroski, City Planner **Date**

Filed with the Clerk

Cheryl Smith 5-2-06

Cheryl Smith, City Clerk **Date**

Modification to the Major Development Plan

Attachment B –

Modification to the Major Development Plan

MAJOR DEVELOPMENT PLAN & CONDITIONAL USE APPLICATION
City of Key West Planning Department
605-A Simonton Street, Key West, FL 33040
(305) 292-8229

Date Rec'd_____

Modification to Major Development Plan Approval

Development Plan	Conditional Use	Historic District
Major__X__	_____	Yes_____
Minor_____		No __X__

Please print or type and call the Planning Department if you have any questions.

1) Site Address Block of 3200 Duck Avenue - Poinciana Special Needs Housing Section

2) Name of Applicant AIDS Help, Inc. c/o Trepanier & Associates, Inc.

3) Applicant is: Owner _____ Authorized Representative __X_____
(attached Authorization Form must be completed)

4) Address of Applicant P.O. Box 2155, Key West, FL 33045-2155

5) Applicant's Phone # 305-293-8983 Fax 305-293-8748

6) Name of Owner, if different than above City of Key West

7) Address of Owner P.O. Box 1409, Key West, FL 33041-1409

8) Owner Phone # 305-809-3888 Fax 305-809-3886

9) Zoning District of Parcel: MDR-1 RE#: 00064740-000000

10) Is Subject Property located within the Historic District? Yes _____ No __X__

If Yes: Date of approval ____NA_____ HARC # NA

OR: Date of workshop ____NA_____ Date of expected approval _____

11) Description of Proposed Development and Use:

AIDS Help, Inc. received Major Development Plan and Conditional Use approval per Resolution No. 07-275 for the above property on 08/07/08. This application seeks to modify the approved site plans.

DEVELOPMENT AGREEMENT APPLICATION
City of Key West Planning Department
605-A Simonton Street, Key West, FL 33040
(305) 292-8229

12) Has subject Property received any variance(s)? Yes _____ No X

If Yes: Date of approval _____ Resolution # _____ Attach resolution(s).

13) Are there any easements, deed restrictions or other encumbrances on the subject property?

Yes X No _____ If Yes, describe and attach relevant documents. Please see attachments

14) A. For *Conditional Uses and Development Plans*, provide the information requested on the attached **Conditional Use and Development Plan** sheet.

B. For *Conditional Uses*, include also the **Conditional Use Criteria** required under Chapter 122, Article III, Sections 122.61 and 122.62 of the Land Development Regulations (copy attached).

C. For *Major Development Plans*, provide also the additional information requested on the **Development Plan Submission Materials** (Sections 108.226 through 108.232 of the Land Development Regulations, copy attached) and other information as determined by the Planning Staff.

Please note, development plan and conditional use approvals are quasi-judicial hearings and it is improper to speak to a Planning Board member or City Commissioner about the project outside of the hearing.

Verification

I, Trepanier & Associates, Inc (please print), being duly sworn, depose and say
Name of Applicant
that I am (check one) the owner_____ / owner(s)' legal representative X of the property which is the subject matter of this application. All of the answers to the above questions, drawings, plans and any other attached data to this application, are true and correct to the best of my knowledge and belief and that if not true or correct, are grounds for revocation of any action reliant on said information.

Sarah Ruth Davis
Signature of Applicant

Subscribed and sworn to (or affirmed) before me on December 1, 2008 (date) by Sarah R. Davis (name of affiant, deponent or other signer). He/She is personally known to me or has presented _____ as identification.

Richard Puente
Notary's Signature and Seal

NOTARY PUBLIC STATE OF FLORIDA
RICHARD PUENTE
MY COMMISSION # DD524819
EXPIRES: Mar. 2, 2010
(407) 398-0153 Florida Notary Service.com

Richard Puente Name of Acknowledger typed, printed or stamped

Notary Title or Rank DD524819 Commission Number

MAJOR DEVELOPMENT PLAN & CONDITIONAL USE APPLICATION
City of Key West Planning Department
605-A Simonton Street, Key West, FL 33040
(305) 292-8229

Authorization Form

I, Robert Walker, Executive Director – AIDS Help, Inc., authorize Aids Help, Inc. to pursue necessary development approvals required to construct affordable housing on a portion of the Special Needs section of the Poinciana housing complex (RE# 00064740-000000).

Robert G. Walker

Mr. Robert Walker, Executive Director

Subscribed and sworn to (or affirmed) before me on 5-Nov-2008 (date) by Mr. Robert Walker who is personally known to me or has presented _____ as identification.

Karen A. Frank-Noll

Notary's Signature and Seal

KAREN A. FRANK-NOLL
Comm# DD0686934
Expires 6/18/2011
Florida Notary Assn., Inc

_____ Name of Acknowledger printed or stamped

_____ Title or Rank

_____ Commission Number, if any

MAJOR DEVELOPMENT PLAN & CONDITIONAL USE APPLICATION

City of Key West Planning Department
605-A Simonton Street, Key West, FL 33040
(305) 292-8229

Required Plans and Related Materials

I. **Existing Conditions.**
Recent Survey: Please see attached survey.
Existing Landscaping: Please see existing landscape conditions plan
Existing storm water retention areas and drainage flows: Please see attached survey.
Adjacent land uses, buildings, and driveways: Please see attached site plan

II. **Proposed Development**: Plans at 11" X 17" (10,0000 Sq. ft. or less); 24" X 36" if site is over 10,000 sq. ft.
A) Site Plan: Please see attached
B) Building Elevations: Please see attached
C) Drainage Plan: Please see attached
D) Landscape Plan: Please see attached

III. **Solutions Statement:** AIDS Help, Inc. received Major Development Plan and Conditional Use approval per Resolution No. 07-275 for the above property on 08/07/08. This application seeks to modify the approved site plans. This project will serve disabled people and people with HIV disease who qualify for affordable housing.

Concurrency

Attachment C –

Concurrency Analysis

AIDS Help, Inc. Poinciana Concurrency Analysis

The City's Comprehensive Plan Objective 9-1.5 directs the City to ensure that facilities and services needed to support development are available concurrent with the impacts of new development.

The following specific issues are outlined:

1. Density/Intensity and Dwelling Unit Allocation Ordinance
2. Potable Water & Sanitary Sewer
3. Recreation
4. Solid Waste
5. Drainage
6. Roads/Trip Generation

AIDS Help is proposing a new affordable rest home for disabled people and people with HIV disease in the Special Needs Section of the Poinciana Housing Complex and is defined by KW Code Sec. 86-9 Land Use Classifications (2)h:

Key West Code Sec. 86-9 Definitions,

> "Land Use Classifications (2)h - *Nursing homes,* ***rest homes*** *and convalescent home:*
>
> "*Nursing homes, rest homes and convalescent homes* mean 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... for purposes of permitted density and intensity, the floor area ratio shall govern, not units per acre**. Individual living units or resident nursing beds **shall be treated as 0.1 equivalent unit under the city's building permit allocation ordinance**, section 108-1056 et seq...."

The rest home will consist of 50 individual living units. For purposes of this concurrency analysis, impacts will be calculated both based on 1.0 person per room (50 people) as well as 1.5 persons per room (75 people) to provide additional assurances that capacity is available concurrent with the project.

1. **Density/Intensity and Dwelling Unit Allocation Ordinance** - Pursuant to KW Code Sec. 86-9 Land Use Classifications (2)h "floor area ratio shall govern, not units per acre" and the proposed, rest home's individual living units are treated as 0.1 equivalent units under the City's Building Permit Allocation Ordinance.

   Approval of a similar AIDS Help rest home was upheld by the Circuit Court as being both in compliance with the City Code and not inconsistent with the Comprehensive Plan in Catherine Street Alliance v. City of Key West and AIDS Help Circuit Court Case No. 2007-CA-1443 K. Both the KW Code Sec. 86-9 Land Use Classifications (2)h and the prior development order approvals for this specific use as contained in this development agreement were previously reviewed, approved and adopted by the Department of Community Affairs (DCA) as the state land planning agency.

Maximum Density. The Poinciana Special Needs Section is zoned Medium Density Residential District-1 (MDR-1). Sec. 122-276, KW Code.Maximum Density in the Medium Density Residential District-1 (MDR-1) is 8 dwelling units per acre. Although units per acre is not applicable to a *rest home* under KW Code Sec. 86-9 Land Use Classifications (2)h, density can be calculated and compared to a maximum density of 8 units per acre for MDR-1 district.

i) the maximum **permitted density** of this MDR-1 parcel is:

8 units x 7.66 acres = 61.28 units

ii) the maximum **proposed density** of this parcel is 50 units

The proposed density of 50 is less than 61 units and remains unchanged as a result of this agreement.

Intensity (FAR). Intensity of the proposed use is measured in terms of floor area ratio pursuant to KW Code Sec. 86-9 Land Use Classifications (2)h. Floor Area Ratio (FAR) in this Medium Density Residential District-1 (MDR-1) is 1.0.

iii) the maximum **permitted FAR** for this MDR-1 parcel is 1.0

Floor area sq ft/site area sq ft x 100 = percentage of Floor Area Utilized

1.0 FAR = 333,839 sf/333,839 sf FAR x 100 = 100% utilization of FAR

iv) the maximum **proposed FAR** for this parcel as a result of this project will be:

32,323 sf/333,839sf = 0.09 FAR x 100 = 9% utilization of FAR

v) The minimum number of **ROGO Units** required will be as follows:

50 individual living units x 0.1 ROGO/individual living unit = 5 units

Sufficient ROGO units are allocated for the development per the Development Agreement.

2. **Potable Water & Sanitary Sewer** "Planned improvements in potable water and/or wastewater systems required to establish and/or maintain adopted water and wastewater levels of service. System improvements and proposed funding resources required for implementing any improvements required to establish and/or maintain adopted potable water and wastewater system level of service standards[1]:"

Potable Water. Sec. 94-68 sets the level of service for residential potable water at 93 gal/ capita/ day. Utilizing this level of service standard:

i) the total capacity required for the proposed project at **1 person**/unit is:

93 gal/capita/day x 50 people = 4,650 gal/ day

[1] The City of Key West's Comprehensive Plan Policy 9-1.5.1: Resolving Concurrency Issues.

ii) the total capacity required for the proposed project at **1.5 person**/unit is:

93 gal/capita/day x 75 people = 6,975 gal/ day

As verified by the FKAA, the site is currently served by a 6" water main located on Spaulding Court and is adequate to serve this project. Metering requirements will be determined once a complete set of plans are submitted.

FKAA has obtained all necessary permits and is in the process of constructing facilities on the mainland in Florida City to expand water supply for the Florida Keys. This permitted and under construction improvement will enable FKAA to provide over 23 MGD by July 2010, which will provide sufficient capacity through 2022[2]. Once operational in 2010, a permitted expansion of the R.O. plant will provide 6.0 MGD, which combined with the 17.0 MGD permitted withdrawal from the Biscayne Aquifer, will increase available water supply to 23 MGD for the Florida Keys.

Expanded Florida City R.O. Plant. The Department of Health issued Permit # 150092-007-wc/04 (Exhibit I) on November 14, 2006 to allow for the construction of an expanded reverse osmosis (R.O.) water plant in Florida City. The expanded water plant will be designed to treat blended Floridan Aquifer water as an alternative water source to the Biscayne Aquifer. The permit design capacity of the expanded R.O. plant is 6 MGD.

Revised Water Use Permit. The SFWMD issued revised Water Use Permit (WUP) #13-00005-W (Exhibit II) on March 26, 2008, which recognizes the additional blended Floridan Aquifer capacity that will be provided by the expanded R.O. plant. Interim Water Use Allocations in the WUP permit provide FKAA with an allocation of 17.00 MGD (dry season) and 17.79 GPD (wet season) which may be withdrawn from the Biscayne Aquifer and allows FKAA to utilize the Stock Island and Marathon Reverse Osmosis plants for any demands exceeding the interim withdrawal limit, pending completion of the R.O. plant in Florida City. The Stock Island and Marathon R.O. plants have a combined capacity of 3.0 MGD providing an interim WUP water supply of 20.0 MGD during the dry season if needed. Once operational in 2010, the R.O. plant will provide an additional 6.0 MGD, which when combined with the 17.0 MGD permitted withdrawal from the Biscayne Aquifer, will increase available water supply to 23 MGD for the Florida Keys.

The interim allocation of 20 MGD (7,300 MG/year) **through 2010 and 23 MGD after 2010 provides ample water supply to support the adopted amendment and allocated growth well beyond 10 years.** The "Monroe County 2007 Annual Public Facilities Report" documents historic water use in the Florida Keys. Water demand has fluctuated significantly on an annual basis, however when evaluated over a ten-year period, the data shows an increase in water demand of more than 1 billion gallons over the last 10 years with an annual average increase of approximately 104 MG/year. This increase in demand can be shown in the following calculation:

1996 annual water demand = 5,272 MG /year

2006 annual water demand = 6,310 MG /year

Average Annual Increase = (6,310 MG - 5,272MG)/ 10 = 103.8 MG /year

[2] Excerpt from Analysis by Kenneth B. Metcalf, AICP, (Greenberg Traurig, P.A.), August 22, 2008.

Based on the average annual increase of 103.8 MG per year, the interim allocation would be sufficient for an additional 9.5 years of growth beyond 2006 or through 2015 until demand reaches the interim permitted withdrawal of 20 MGD (7,300 MG/year). Upon completion of the Florida City facilities, the 23 MGD allocation would be available to support yet another 9.5 years of growth. Based on these findings, sufficient permitted water supply is available to meet the needs of the Florida Keys through 2024.

Improvements Schedule/Status. Condition 30 of the WUP provides the following time schedule for construction of the R.O. plant and the associated Floridan deep wells that will provide 23 MGD of capacity through 2024:

- DEP Underground Injection and Control permit was obtained on May 21, 2008.
- Construction contracts were required within 180 days or by November 21, 2008;
- Testing is required within one year and 30 days from issuance of the permit or by June 21, 2009.
- The R.O. plant construction is scheduled for completion by December 31, 2009 and the R.O. plant will be operational no later than 2 years and 60 days from the issuance of the DEP permit or by July 21, 2010.

Sanitary Sewer

Sec. 94-67 sets the level of service for residential sanitary sewer at 100 gal/ capita/ day.

Utilizing this level of service standard;

iii) the total capacity required for the proposed project at **1 person**/unit is:

100 gal/ capita/ day x 50 people = 5,000 gal/ day

iv) the total capacity required for the proposed project at **1.5 person**/unit is:

100 gal/ capita/ day x 75 people = 7,500 gal/ day

As verified by Mr. Greg Smith, project manager at Operations Management International (management entity for the City of Key West's wastewater treatment plant, Exhibit III), the current wastewater treatment plant has the potential treatment capacity of 10 million gallons per day. Only 4.8 million gallons per day of capacity are currently utilized. The current plant has more than enough capacity to supply service to this project's needs.

3. **Recreation-** "In cases where residential development is proposed, information shall be submitted describing plans for accommodating recreational demands generated by the development, including demonstrated evidence that the City's adopted level of service for recreation shall not be adversely impacted[3]:"

Recreational Level of Service Standards:

[3] The City of Key West's Comprehensive Plan Policy 9-1.5.1: Resolving Concurrency Issues.

Activity	Requirement[4]	Required[5]	Existing[6]	Comply?
Tennis Courts	1 court per 7,500	3.10	6	Yes
Racquetball/Handball Courts	1 court per 10,000	2.33	4	Yes
Basketball Courts	1 court per 5,000	4.65	5[7]	Yes
Softball/Baseball Diamonds	1 diamond per 4,500	5.17	6	Yes
Swimming Pools	1 pool per 45,000	Less than 1	2[8]	Yes
Golf Courses	1 18-hole course per 50,000	Less than 1	1	Yes
Boat Ramps	1 ramp per 9,500	2.45	5[9]	Yes
Football/Soccer Fields	1 field per 11,000	2.11	3	Yes
Bocce Courts	1 court per 9,500	2.45	6	Yes
Neighborhood Parks	2.5 acres per 1,000	46.52	236.5 acres[10]	Yes
Community Parks	2.5 acres per 1,000	46.52		

The City has more than enough additional recreational capacity beyond the adopted level of service for recreational activities for the rest home's additional 50 living units at 1 person and 1.5 persons per living unit. The City currently has enough recreational facility capacity to meet this project's needs and the City's adopted recreational level of service will not be adversely impacted as a result of this project.

4. **Solid Waste-** "Projected demand generated by the development on the solid waste disposal system and assurances that the City's adopted level of service for solid waste disposal shall not be adversely impacted[11]:"

Sec. 94-71 sets the level of service for residential solid waste disposal (1994-2010) at 2.66 lb/ capita/day.

i) the total capacity required for the proposed project at **1 person**/proposed unit is:

2.66 lb/ capita/ day x 50 people =133 lb/ day

ii) the total capacity required for the proposed project at **1.5 person**/ unit is:

2.66 lb/ capita/ day x 75 people = 200 lb/ day

According to Mr. Gary Bowman, the General Services Department Director for the City of Key West's Utility Department, Waste Management has more than enough capacity to manage the additional solid waste produced by our project (Exhibit V).

[4] Per Section 94-70 of the City of Key West Code

[5] These calculations are based on the Key West and Monroe County Demographics found: http://www.keywestchamber.org/PDF/demographics.pdf , which assumes a population of 23,262.

[6] Please see attached map for specific locations. (Exhibit IV)

[7] One located at Douglas Gym, one at the MLK Community Center, and 3 at Bay View Park.

[8] At the MLK Community Center and Florida Keys Community College

[9] One on Navy property, one on 11th Street, one at Garrison Bight, one at the Truman Water front (only open during City sanctioned events, and one at the Key West Yacht Club.

[10] The City of Key West Recreation Department was unable to provide the acreage of Neighborhood & Community Parks, however based on the 1993 Comprehensive Plan Table VII-1 Inventory of Public Parks there are 236.5 ac of parks. The parks are not differentiated by Community versus Neighborhood parks.

[11] The City of Key West's Comprehensive Plan Policy 9-1.5.1: Resolving Concurrency Issues.

5. **Drainage** - "Conceptual plan for accommodating storm water run-off and demonstrated evidence that the proposed drainage improvements shall accommodate storm water run-off without adversely impacting natural systems or the City's adopted level of service for storm drainage[12]:"
   A. Post-development run-off shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with 24 hour duration. **This requirement is met** in the analysis reflected in the drainage calculations for the project development plans.
   B. Storm water treatment and disposal facilities shall be designed to meet the design and performance standards established in Chapter 17-25, Section 25.025, FAC, with treatment of the run-off from the first one inch of rainfall on-site to meet the water quality standards required by Chapter 17-302, Section 17-302.500, FAC. **This requirement is met.** Storm water facilities which directly discharge into Outstanding Florida Waters ("OFW") shall provide an additional treatment pursuant to Section 17-25.025 (9), FAC. The first inch of runoff from the site will be treated on site. A 50% credit on the runoff amount will be taken if dry retention systems are used. **No discharge into OFW will occur**.
   C. Storm water facilities must be designed so as to not degrade the receiving water body below the minimum conditions necessary to assure the suitability of water for the designated use of its classification as established in Chapter 17-302, FAC. **No discharge into a water body will occur.**

6. **Roads/Trip Generation-** "Estimated trips for the peak hour generated by the proposed land use(s) together with anticipated on- and off-site improvements necessitated to accommodate the traffic impacts generated by the development including, additional R/W, roadway improvements, additional paved laneage, traffic signalization, proposed methods for controlling access and egress, and other similar improvements[13]:"

   For the purposes of calculating traffic generation we used the Institute of Transportation Engineer's 7th Edition Trip Generation Volumes. Based on the limited list of uses contained in ITE land uses list, the AIDS HELP rest home project does not closely mirror any one particular listed use. However, for the purposes of this calculation we have averaged the trip generation of the four most closely related uses as seen in the following table.

Land Use	Weekday Trips	Saturday Trips	Sunday Trips
Senior Adult Housing-Attached (Code 252-Occupied Dwelling Units)	3.48	2.51	2.70
Congregated Care Facility (Code 253- Dwelling Units)	2.02	No ITE Data	No ITE Data
Continuing Care Retirement Community (Code 255-Occupied Units)	2.81	3.00	2.79
Nursing Home (Code 620-Beds)	2.37	2.11	2.10
Average	2.67	2.54	2.53
Total Trips for Proposed Project (Average Trips x 50 units)	133.5 total trips	127 total trips	126.5 total trips

[12] Ibid.
[13] The City of Key West's Comprehensive Plan Policy 9-1.5.1: Resolving Concurrency Issues

This leasehold area is currently undeveloped and therefore currently generates no trips. This development will be served by existing roadways (Duck Avenue). Duck Avenue is not an LOS regulated roadway according to Comprehensive Plan Policy 2-1.1.1. All requirements including proposed methods for controlling ingress, egress, and providing onsite bicycle and vehicular parking and other road/trip generation improvements are met and reflected in the site plans for the proposed project.

Exhibits

Exhibit I – Department of Health Permit #150092-007-wc/04

Exhibit II – Water Use Permit (WUP) #13-00005-W

Exhibit III – Letter from Greg Smith, project manager at Operations Management International

Exhibit IV – Map of the City of Key West's Existing Recreation Services

Exhibit V – Letter from Gary Bowman, General Services Department Director for the City of Key West

Exhibit I –

Department of Health Permit #150092-007-wc/04

FLORIDA DEPARTMENT OF HEALTH

Jeb Bush
Governor

M. Rony François, M.D., M.S.P.H., Ph.D.
Secretary

Lillian Rivera, RN, MSN, Administrator

PERMITTEE:
Florida Keys Aqueduct Authority (FKAA)
C/o Ray M. Shimokubo
PO BOX 1239, Kennedy Drive
Key West, Florida 33041-1239

PERMIT No: 150092-007-WC/04
DATE OF ISSUE: November 14, 2006
EXPIRATION DATE: November 13, 2011
COUNTY: MIAMI-DADE COUNTY
LAT./LONG.: 25°26'25" N / 80°30'33" W
SECTION/TOWNSHIP/RANGE:
PROJECT: Reverse Osmosis (RO) Expansion Facility, 6.0 MGD Permeate production with blending options at FKAA J.Robert Dean WTP Florida City, Dade County

This permit is issued under the provisions of Chapter 403, Florida Statutes, and Florida Administrative Code Rule 62-4, 62-550, 62-555 & 62-560. The above named permittee is hereby authorized to perform the work shown on the application, technical specifications approved drawing(s), plans, and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

TO CONSTRUCT: A Reverse Osmosis, (RO) treatment facility with a permeate capacity of up to 6 Million Gallons per Day, (MGD) produced from Phase I, consisting of three (3) 1.5 MGD trains or Phase II, consisting of an additional 1.5 MGD or four (4) 1.5 MGD trains. The RO facility will be fully integrated with the existing lime softening plant.
There will be the option of bypassing a limited amount of pretreated Floridan aquifer water and blending it with RU permeate thus adding alkalinity to the product water and increasing the overall plant "net" recovery. The RO system product water (degasified permeate/blended permeate) will be combined (blended) with existing lime softening plant product and a limited amount of cartridge-filtered Biscayne Aquifer RO bypass water. The blended product water will receive chemical addition and be transferred to existing finished water storage facilities and pumped to distribution with existing high service pumps.
The **water treatment** plant construction permit application is for 6 MGD R0 permeate capacity plus up to 3 MGD cartridge filtered Biscayne Aquifer blend flow and **up to** 0.576 MGD (400 gpm) pretreated Floridan Aquifer feed water bypass (which blends with RO permeate), and up to 0.7 MGD Floridan Aquifer water which blends with the existing lime **softening** facility influent Biscayne Aquifer water. The full operation of all the above described facility units could raise the Possible Facility Output Capacity to greater than 23.8 MGD existing permissible, plus 6.0 MGD covered under this permit application.
No other facilities or new wells are part of this permit.

TO SERVE: The Florida Keys Water Distribution System, Monroe County, Florida.

Samir Elmir, M.S., P.E., DEE, Division Director
Miami-Dade County Health Department
Environmental Health and Engineering
1725 N. W. 167th Street, Miami, Florida 33056
Tel: (305) 623-3500 Fax: (305) 623-3502
Email: Samir_elmir@doh.state.fl.us
Website: www.dadehealth.org

"A"

GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.

4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.

5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.

6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, are required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.

7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:

(a) Have access to and copy any records that must be kept under conditions of the permit;

(b) Inspect the facility, equipment, practices, or operations regulated or required under this permit; and

(c) Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:

(a) A description of and cause of noncompliance; and

(b) The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence if the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Section 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules.

11. This permit is transferable only upon Department approval in accordance with Rule 62-4.120 and 62-30.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.

12. This permit or a copy thereof shall be kept at the work site of the permitted activity.

13. This permit also constitutes:

(X) Determination of Best Available Control Technology (BACT)

( ) Determination of Prevention of Significant Deterioration (PSD)

( ) Certification of compliance with state Water Quality Standards (Section 401, PL 92-500)

( ) Compliance with New Source Performance Standards

14. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law, which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

SPECIFIC CONDITIONS:

1. The applicant is responsible for retaining the engineer of record in the application for supervision of the construction of this project and upon completion, the engineer shall inspect for complete conformity to the plans and specifications as approved.

2. All concrete coatings/admixtures, liners, grouts, hoses, tubings, and protective paints and coatings shall be listed by the National Sanitation Foundation as acceptable for contact with potable water.

3. Bacteriological points depicted on the plans may be modified with Department consent to meet convenient locations where taps would be inserted in the Main for Fire, Metering, Air Release or other connections but not less than 900 foot intervals for new mains. "Additionally, each part or system module shall be Bacteriologically cleared with 2 consecutive days of sampling before being placed in service as well as the final stream going to storage and subsequent service.

4. The Applicant or his designee shall notify The Department at the local DOH office of the start of the study/construction for purposes of allowing Department Personnel to observe the actual process.

5. The owner or permittee is advised that approval is given to the functional aspects of this project on the basis of representation, and data furnished to this division. There may be County, Municipal or other Local Regulations to be complied with by the owner or permittee prior to construction of the facilities represented by the plans referred to above.

6. This construction permit is issued with the understanding that pipe material and appurtenances used in this installation will be in accordance with the latest applicable AWWA & NSF Standards for public water supplies.

7. The applicant Public Water System as a condition of this permit is hereby advised they shall revert to (2) two-six Month periods of standard monitoring for Lead and Copper upon issuance of Clearance to put the facilities into service. If no Lead or Copper exceedance occurs within the 2-6 Month periods, the System may return to annual monitoring.

8. Prior to placing a system into service, the applicant shall submit to the Department, if requested, one set of record drawings of the completed project with completed form DEP 62.555.910(9) [Certification of Construction Completion and Request for a Letter of Clearance to Place a Public Drinking water facility into Service] signed by the engineer of record. Drawings are to be at the same scale and in the same sequence as those submitted and approved for permit. Deviations from the original permitted drawings are to be highlighted and/or noted for the Department's review. Include with the DEP form the bacteriological clearance data, pressure test results and backflow inspection certification (if applicable).

Issued this 30th day of November 2006

STATE OF FLORIDA
DEPARTMENT OF HEALTH

Samir Elmir, M.S, P.E, DEE,
Division Director

Exhibit II –

Water Use Permit (WUP) #13-00005-W

FORM #0299
Rev. 593

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT NO. RE-ISSUE 13-00005-W
(NON - ASSIGNABLE)

Date Issued: 13-MAR-2008 **Expiration Date:** March 13, 2028

Authorizing: THE CONTINUATION OF AN EXISTING USE OF GROUND WATER FROM THE BISCAYNE AQUIFER AND FLORIDAN AQUIFER SYSTEM FOR PUBLIC WATER SUPPLY USE WITH AN ANNUAL ALLOCATION OF 8750.84 MILLION GALLONS.

Located In: Miami-Dade County, S26/T57S/R38E

Issued To: FLORIDA KEYS AQUEDUCT AUTHORITY FKAA
(FLORIDA KEYS AQUEDUCT AUTHORITY)
1100 KENNEDY DR
KEY WEST, FL 33401

This Permit is issued pursuant to Application No.050329-23 , dated March 29, 2005, for the Use of Water as specified above and subject to the Special Conditions set forth below. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of activities authorized by this permit. Said application, including all plan and specifications attached thereto, is by reference made a part hereof.

Upon written notice to the permittee, this permit may be temporarily modified, or restricted under a Declaration of Water Shortage or a Declaration of Emergency due to Water Shortage in accordance with provisions of Chapter 373, Fla. Statutes, and applicable rules and regulations of the South Florida Water Management District.

This Permit may be permanently or temporarily revoked, in whole or in part, for the violation of the conditions of the permit or for the violation of any provision of the Water Resources Act and regulations thereunder.

This Permit does not convey to the permittee any property rights nor any privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies.

Limiting Conditions are as follows:

SEE PAGES 2 - 7 OF 7 (35 LIMITING CONDITIONS).

South Florida Water Management
District, by its Governing Board

On March 13, 2008

By [signature]
Deputy Clerk

LIMITING CONDITIONS

1. This permit shall expire on March 13, 2028.
2. Application for a permit modification may be made at any time.
3. Water use classification:

   Public water supply

4. Source classification is:

   Ground Water from:
   Biscayne Aquifer
   Floridan Aquifer System

5. Annual allocation shall not exceed 8751 MG.

   Maximum monthly allocation shall not exceed 809.0088 MG.

   The following limitations to annual withdrawals from specific sources are stipulated:
   Biscayne Aquifer-: 6,492 MG.

6. Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

   Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

   Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

   This Permit is issued to:

   Florida Keys Aqueduct Authority
   1100 Kennedy Drive
   Key West, Florida 33401

7. Withdrawal facilities:

   Ground Water - Existing:

   2 - 24" X 60' X 2000 GPM Wells Cased To 35 Feet
   3 - 24" X 56' X 2000 GPM Wells Cased To 36 Feet
   1 - 20" X 60' X 2100 GPM Well Cased To 20 Feet
   2 - 24" X 57' X 2000 GPM Wells Cased To 37 Feet
   1 - 24" X 60' X 1400 GPM Well Cased To 24 Feet
   1 - 20" X 1300' X 2000 GPM Well Cased To 880 Feet
   1 - 24" X 60' X 1400 GPM Well Cased To 20 Feet

Ground Water - Proposed:

4 - 17" X 1300' X 2000 GPM Wells Cased To 880 Feet

8. Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

   Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

   (1) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

   (2) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

9. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm caused by withdrawals, as determined through reference to the conditions for permit issuance, includes:

   (1) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

   (2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or

   (3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

10. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

    (1) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

    (2) Reduction in water levels that harm the hydroperiod of wetlands,

    (3) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

    (4) Harmful movement of contaminants in violation of state water quality standards, or

    (5) Harm to the natural system including damage to habitat for rare or endangered species.

11. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.

12. Authorized representatives of the District shall be permitted to enter, inspect, and observe the permitted system to determine compliance with special conditions.

13. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.

14. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.

15. Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: S.F.W.M.D., Supervising Hydrogeologist - Post-Permit Compliance, Water Use Regulation Dept. (4320), P.O. Box 24680, West Palm Beach, FL 33416-4680.

16. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.

17. Prior to the use of any proposed water withdrawal facility authorized under this permit, unless otherwise specified, the Permittee shall equip each facility with a District-approved operating water use accounting system and submit a report of calibration to the District, pursuant to Section 4.1, Basis of Review for Water Use Permit Applications.

    In addition, the Permittee shall submit a report of recalibration for the water use accounting system for each water withdrawal facility (existing and proposed) authorized under this permit every five years from each previous calibration, continuing at five-year increments.

18. Monthly withdrawals for each withdrawal facility shall be submitted to the District quarterly. The water accounting method and means of calibration shall be stated on each report.

19. The Permittee shall notify the District within 30 days of any change in service area boundary. If the Permittee will not serve a new demand within the service area for which the annual allocation was calculated, the annual allocation may then be subject to modification and reduction.

20. Permittee shall implement the following wellfield operating plan:
    The Biscayne Aquifer wellfield shall be operated according to the restrictions outlined in Limiting Conditions 5, 25, 26, and 27 of this permit. Upon completion and operation of the Reverse Osmosis system, pursuant to the schedule outlined in Limiting Condition 30, the Floridan Aquifer wellfield will be operated to provide the balance of the demands beyond those restrictions.

21. Permittee shall determine unaccounted-for distribution system losses. Losses shall be determined for the entire distribution system on a monthly basis. Permittee shall define the manner in which unaccounted-for losses are calculated. Data collection shall begin within six months of Permit issuance. Loss reporting shall be submitted to the District on a yearly basis from the date of Permit issuance.

22. Permittee shall maintain an accurate flow meter at the intake of the water treatment plant for the purpose of measuring daily inflow of water.

23. The Permittee shall continue to submit monitoring data in accordance with the approved saline water intrusion monitoring program for this project.

24. The Water Conservation Plan required by Section 2.6.1 of the Basis of Review for Water Use Permit Applications within the South Florida Water Management District, must be implemented in accordance with the approved implementation schedule.

25. In addition to the allocation specified in Limiting Condition 5, the permittee may apply a Special Event Peaking Factor Ratio of 1.3:1 to compensate for temporary increased demand during seasonal and Special Events up to a maximum daily withdrawal of 33.57 MG. The source limitations imposed by

Limiting Conditions 5 and 26 apply to the Special Event Peaking Factor Ratio. The permittee must notify the District in writing no less than 24 hours prior to applying this Special Event Peaking Factor Ratio and must specify the proposed duration of the use of the Special Event Peaking Factor Ratio. The use of the Special Event Peaking Factor Ratio shall be noted on the monthly pumpage reports.

26.

In addition to the allocations specified in Limiting Conditions 5 and 25, during the dry season (December 1 to April 30), FKAA shall limit their average day withdrawals from the Biscayne Aquifer to 17 MGD, calculated on a monthly basis. The remaining dry season demands shall be provided by the reverse osmosis system. During the remainder of the year from May 1 to November 30, the withdrawals from the Biscayne Aquifer shall be limited to the Base Condition water use for the Biscayne Aquifer of 6,492 MGY, or an average day of 17.79 MGD. Demands in excess of these volumes shall be provided by the Floridan Aquifer System wells and the emergency desalination facilities.

27.

Prior to the availability of the Floridan Aquifer reverse osmosis system, dry season demand in excess of the Biscayne Aquifer pumpage limitations specified in Limiting Condition 26 shall be obtained from emergency sources pursuant to Limiting Condition 29.

28.

In addition to the monthly reporting required in Limiting Condition 18, and prior to the operation of the Reverse Osmosis system, on the 15th day of each month during and immediately following the dry season extending from December 1 to April 30, FKAA shall file a written report with the District ("mid-month report") evaluating the following: 1) the daily pumpage to date during the last 30 days; and 2) any daily pumpage distribution for the remainder of the dry season as necessary to comply with the 17 MGD Biscayne Aquifer average dry season limitation. Such report shall also identify any remedial actions necessary to ensure compliance that through the remainder of the dry season the applicable Biscayne Aquifer pumpage limitations described above will be met. This report shall replace the other reports required by the Consent Agreement (including the June 15 post-dry season report and the February 15th mid-dry season additional demand report). Such mid-month report shall be evaluated by District staff and revised by the District as necessary to achieve compliance with the above. Upon completion and operation of the Reverse Osmosis system, pursuant to the schedule outlined in Limiting Condition 30, this report requirement shall cease and the monthly Biscayne Aquifer withdrawals shall be reported as required by Limiting Condition 18 of this permit.

29.

In order to reduce the potential for violating the 17 MGD Biscayne Aquifer average monthly withdrawal limitation during the dry season, FKAA must to the greatest extent practical utilize the emergency desalination facilities FKAA owns and operates at Stock Island and Marathon, which are potentially capable of treating saline water at rates up to 3.0 MGD. The FKAA shall use these two emergency desalination facilities as an alternative source of water in order to assist in limiting its dry season Biscayne Aquifer withdrawals. The FKAA's ability to use, and extent of use, of these emergency desalination facilities shall be subject to not causing (ii) significant adverse affects to FKAA's water treatment or distribution system; or (ii) a violation of any applicable primary or secondary drinking water standards.

30.

The permittee shall adhere to the following schedule for the construction and operation of the Floridan Aquifer System reverse osmosis wellfield and treatment facility:

Florida Keys Aqueduct Authority - Schedule for Construction and Operation of Floridan Aquifer Production Well, Floridan Aquifer Reverse Osmosis Treatment Facility, and Demineralized Concentrate Disposal Well

--Reverse osmosis water treatment plant expansion
Award Contract - September 30, 2007
Complete Construction - December 31, 2009

--Deep Injection Well
Obtain FDEP Permit - March 31, 2008
Award Contract - 152 days after receiving FDEP Underground Injection Control Permit
Complete Drilling and Testing - 1 year and 30 days after receiving FDEP Underground Injection Control Permit

--Complete reverse osmosis water treatment plant system
Begin and Stabilize Operation - 2 years and 60 days after receiving FDEP Underground Injection Control Permit

31. In the event that a milestone specified in the alternative water supply schedule and plan contained in Limiting Condition 30 is going to be missed, the permittee shall notify the Executive Director of the District in writing explaining the nature of the delay, actions taken to bring the project back on schedule and an assessment of the impact the delay would have on the rates of withdrawals from the Everglades water bodies and associated canals as defined in District CUP rules. The District will evaluate the situation and take actions as appropriate which could include: a) granting an extension of time to complete the project (if the delay is minor and doesn't affect the Everglades Waterbodies or otherwise violates permit conditions), b)take enforcement actions including consent orders and penalties, c) modify allocations contained in this permit from the Biscayne Aquifer including capping withdrawal rates until the alternative water supply project(s) are completed (in cases where the delay would result in violations of permit conditions) or d) working with the Department of Community Affairs to limit increase demands for water until the alternative water supply project is completed. In addition, Permittee shall make to the District payment of funds as identified below for non-compliance with any timeline for development of the Floridan Aquifer System production and treatment system as provided in Limiting Condition 30, as follows:

A. Reverse Osmosis Plant construction and operation timelines in Limiting Condition 30

-- Award Contract - $2,000.00 per week

-- Complete Construction - $2,000.00 per week

B. Floridan Deep Injection Well(s) Construction and Operation

-- Award Contract - $2,000.00 per week

-- Complete drilling and Testing - $2,000.00 per week

-- Complete reverse Osmosis Water Treatment Plant System - $2,000.00 per week

-- Begin and Stabilize Operation - $2,000.00 per week

32. Prior to any application to renew or modify this permit, the Permittee shall evaluate long term water supply alternatives and submit a long term water supply plan to the District. Within one year of permit issuance, the Permittee shall submit to the District an outline of the proposed plan. The assessment should include consideration of saline intrusion, wellfield protection, plans for compliance with applicable wellfield protection ordinances, expected frequencies and plans to cope with water shortages or well field failures, and conservation measures to reduce overall stresses on the aquifer.

33. For uses with an annual allocation greater than 10 MGD and a permit duration of 20 years, every five years from the date of permit issuance, the permittee shall submit a water use compliance report for review and approval by District Staff, which addresses the following:

1. The results of a water conservation audit that documents the efficiency of water use on the project site using data produced from an onsite evaluation conducted. In the event that the audit indicates additional water conservation is appropriate or the per capita use rate authorized in the permit is exceeded, the permittee shall propose and implement specific actions to reduce the water use to acceptable levels within timeframes proposed by the permittee and approved by the District.

2. A comparison of the permitted allocation and the allocation that would apply to the project based on current District allocation rules and updated population and per capita use rates. In the event the permit allocation is greater than the allocation provided for under District rule, the permittee shall apply for a letter modification to reduce the allocation consistent with District rules and the updated population and per capita use rates to the extent they are considered by the District to be indicative of long term trends in the population and per capita use rates over the permit duration. In the event that the permit allocation is less than allowable under District rule, the permittee shall apply for a modification of the permit to increase the allocation if the permittee intends to utilize an additional allocation, or modify its operation to comply with the existing conditions of the permit.

34. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and abandoning the well, in accordance with procedures outlined in Chapters 40E-3 and 40E-30, Florida Administrative Code.

35. It has been determined that this project relies, in part, on the waters from the Central and Southern Florida Project, and as such is considered to be an indirect withdrawal from an MFL water body under recovery (Everglades). The 2005-2006 Lower East Coast Water Supply Plan Update (February, 2007), which is the recovery plan for the Everglades, incorporates a series of water resource development projects and operational changes that are to be completed over the duration of the permit and beyond. If the recovery plan is modified and it is determined that this project is inconsistent with the approved recovery plan, the permittee shall be required to modify the permit consistent with the provisions of Chapter 373, Florida Statutes.

Exhibit III –

Letter from Greg Smith, project manager at Operations Management International

Sarah Davis

From: Greg.Smith@ch2m.com
Sent: Tuesday, October 14, 2008 11:20 AM
To: Sarah Davis
Subject: RE: OMI's capacity

Sarah,

Key West's wastewater treatment facility is permitted by the Florida Department of Environmental Protection to treat 10 mgd. Our annual average flow is currently 4.8 mgd. Your proposed development will have very little impact on Key West's wastewater treatment capacity.
Please let me know if you require any additional information. You can also see our website at www.keywestwastewater.com.

Best regards,

Greg Smith, Project Manager
CH2M Hill OMI
Key West, Florida
(305) 292-5102

Exhibit IV –

Map of the City of Key West's Existing Recreation Services

The City of Key West's Recreation Facilities

Exhibit V –

Letter from Gary Bowman, General Services Department Director for the City of Key West

The Facility (Richard A. Heyman Environmental Protection Facility) is currently permitted for 10 mgd, and is operating on a (3) monthly average of 4.303 mgd, (12) month daily average flow of 6.218. Therefore there is sufficient treatment to support this project. If you have other questions please feel free to contact me.

Gary W. Bowman
General Services Director
City of Key West
305-809-3901

Property Appraiser Information

Ervin A. Higgs, CFA
Property Appraiser
Monroe County, Florida

office (305) 292-3420
fax (305) 292-3501

Property Record View

Alternate Key: 1065242 Parcel ID: 00064740-000000

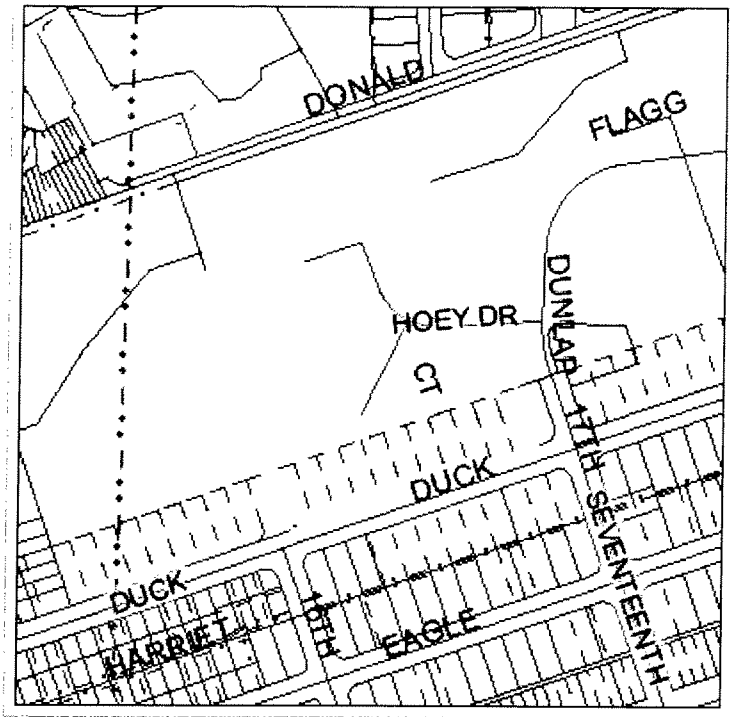
Ownership Details

Mailing Address:
CITY OF KEY WEST
P O BOX 1409
KEY WEST, FL 33041

Property Details

PC Code: 89 - MUNICIPAL OTHER THAN (PC/LIST)
Millage Group: 10KW
Affordable Housing: No
Section-Township-Range: 34-67-25
Property Location: 3200 BLOCK DUCK AVE KEY WEST
Subdivision: Key West Foundation Co's Plat No 2
Legal Description: KW KW FWDN SUB PLAT 2 PB1-189 LTS 2 THRU 12 BLK 19 & LAND LYING N OF SAID BLK (7.66 AC) (A/K/A POINCIANA HOUSING COMPLEX - HOMELESS HOUSING) G11-147/148 OR1655-1771/1845Q/C (LG)

Parcel Map



Exemptions

Exemption	Amount
15 - MUNICIPAL LANDS	25,739,122.00

Land Details

Land Use Code	Frontage	Depth	Land Area
010D - RESIDENTIAL DRY	0	0	333,670.00 SF

Building Summary

Number of Buildings: 24
Number of Commercial Buildings: 0
Total Living Area: 130368
Year Built: 1966

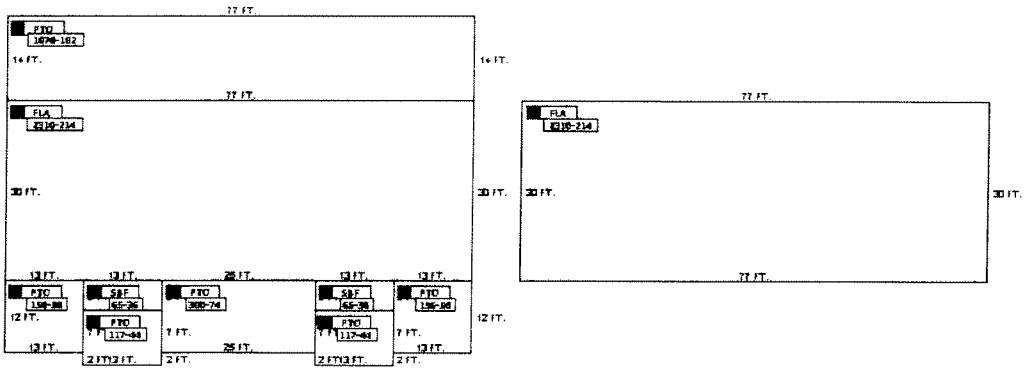
Building 1 Details

Building Type R4 **Condition** P **Quality Grade** 550
Effective Age 16 **Perimeter** 428 **Depreciation %** 19
Year Built 1966 **Special Arch** 0 **Grnd Floor Area** 4,620
Functional Obs 0 **Economic Obs** 0

Inclusions: R4 includes 4 3-fixture baths and 4 kitchens.
Roof Type GABLE/HIP **Roof Cover** ROLLED COMPOS **Foundation** CONCR FTR
Heat 1 NONE **Heat 2** NONE **Bedrooms** 8
Heat Src 1 NONE **Heat Src 2** NONE
Extra Features:

2 Fix Bath 0 **Vacuum** 0
3 Fix Bath 0 **Garbage Disposal** 0
4 Fix Bath 0 **Compactor** 0

5 Fix Bath	0	**Security**	0
6 Fix Bath	0	**Intercom**	0
7 Fix Bath	0	**Fireplaces**	0
Extra Fix	0	**Dishwasher**	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	5:C.B.S.	1	1982	N	Y	0.00	0.00	2,310
2	PTO		1	1982	N	Y	0.00	0.00	1,078
6	PTO		1	1982	N	Y	0.00	0.00	156
7	SBF	5:C.B.S.	1	1982	N	Y	0.00	0.00	65
8	PTO		1	1982	N	Y	0.00	0.00	117
11	PTO		1	1982	N	Y	0.00	0.00	300
13	SBF	5:C.B.S.	1	1982	N	Y	0.00	0.00	65
14	PTO		1	1982	N	Y	0.00	0.00	117
17	PTO		1	1982	N	Y	0.00	0.00	156
18	FLA	5:C.B.S.	1	2001	N	Y	0.00	0.00	2,310

Building 2 Details

Building Type	R6	**Condition**	P	**Quality Grade**	550
Effective Age	16	**Perimeter**	568	**Depreciation %**	19
Year Built	1966	**Special Arch**	0	**Grnd Floor Area**	6,384
Functional Obs	0	**Economic Obs**	0		

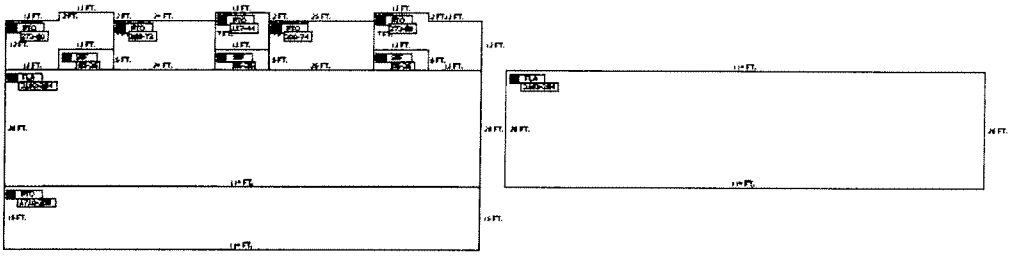
Inclusions: R6 includes 6 3-fixture baths and 6 kitchens.

Roof Type	GABLE/HIP	**Roof Cover**	ROLLED COMPOS	**Foundation**	CONCR FTR
	NONE		NONE		12

Heat 1		Heat 2		Bedrooms	
Heat Src 1	NONE	Heat Src 2	NONE		

Extra Features:

2 Fix Bath	0	Vacuum	0
3 Fix Bath	0	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	0	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	5:C.B.S.	1	1982	N	Y	0.00	0.00	3,192
2	PTO		1	1982	N	Y	0.00	0.00	273
4	SBF	5:C.B.S.	1	1982	N	Y	0.00	0.00	65
6	PTO		1	1982	N	Y	0.00	0.00	300
7	SBF	5:C.B.S.	1	1982	N	Y	0.00	0.00	65
8	PTO		1	1982	N	Y	0.00	0.00	117
9	PTO		1	1982	N	Y	0.00	0.00	288
10	SBF	5:C.B.S.	1	1982	N	Y	0.00	0.00	65
11	PTO		1	1982	N	Y	0.00	0.00	273
12	PTO		1	1982	N	Y	0.00	0.00	1,710
13	FLA	5:C.B.S.	1	1982	N	Y	0.00	0.00	3,192

Building 3 Details

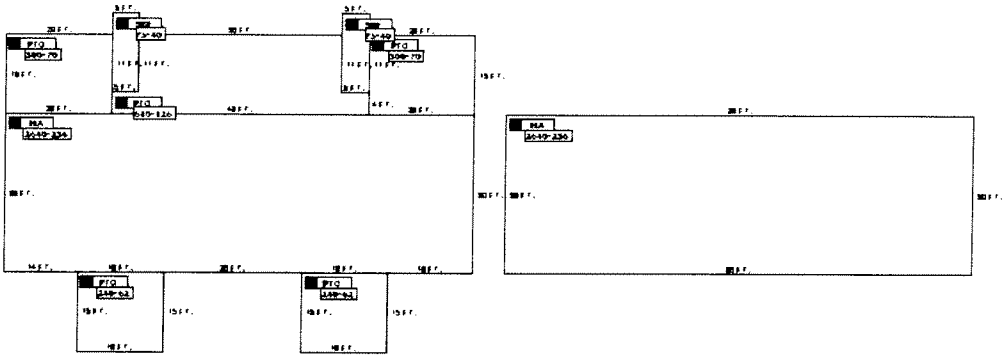
Building Type	R4	**Condition**	P	**Quality Grade**	550
Effective Age	16	**Perimeter**	472	**Depreciation %**	19
Year Built	1966	**Special Arch**	0	**Grnd Floor Area**	5,280
Functional Obs	0	**Economic Obs**	0		

Inclusions: R4 includes 4 3-fixture baths and 4 kitchens.

Roof Type	GABLE/HIP	**Roof Cover**	ASPHALT SHINGL	**Foundation**	CONCR FTR
Heat 1	FCD/AIR DUCTED	**Heat 2**	NONE	**Bedrooms**	12
Heat Src 1	ELECTRIC	**Heat Src 2**	NONE		

Extra Features:

2 Fix Bath	4	**Vacuum**	0
3 Fix Bath	8	**Garbage Disposal**	0
4 Fix Bath	0	**Compactor**	0
5 Fix Bath	0	**Security**	0
6 Fix Bath	0	**Intercom**	0
7 Fix Bath	0	**Fireplaces**	0
Extra Fix	0	**Dishwasher**	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	5:C.B.S.	1	1982	N	Y	0.00	0.00	2,640
2	PTO		1	1982	N	Y	0.00	0.00	300
3	SBF	5:C.B.S.	1	1982	N	Y	0.00	0.00	75
4	PTO		1	1982	N	Y	0.00	0.00	610
5	SBF	5:C.B.S.	1	1982	N	Y	0.00	0.00	75
6	PTO		1	1982	N	Y	0.00	0.00	300
7	PTO		1	1982	N	Y	0.00	0.00	240
8	PTO		1	1982	N	Y	0.00	0.00	240
9	FLA	5:C.B.S.	1	1982	N	Y	0.00	0.00	2,640

Building 4 Details

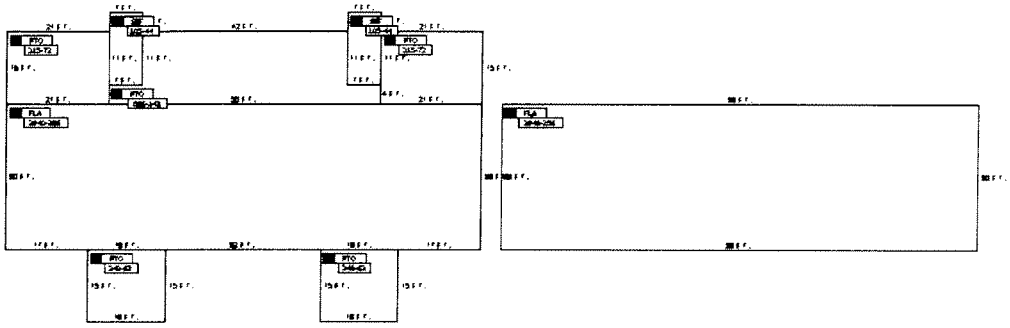
Building Type	R4	**Condition**	P	**Quality Grade**	550
Effective Age	43	**Perimeter**	512	**Depreciation %**	43
Year Built	1966	**Special Arch**	0	**Grnd Floor Area**	5,880
Functional Obs	0	**Economic Obs**	0		

Inclusions: R4 includes 4 3-fixture baths and 4 kitchens.

Roof Type	GABLE/HIP	**Roof Cover**	ASPHALT SHINGL	**Foundation**	CONCR FTR
Heat 1	FCD/AIR DUCTED	**Heat 2**	NONE	**Bedrooms**	16
Heat Src 1	ELECTRIC	**Heat Src 2**	NONE		

Extra Features:

2 Fix Bath	4	**Vacuum**	0
3 Fix Bath	8	**Garbage Disposal**	0
4 Fix Bath	0	**Compactor**	0
5 Fix Bath	0	**Security**	0
6 Fix Bath	0	**Intercom**	0
7 Fix Bath	0	**Fireplaces**	0
Extra Fix	0	**Dishwasher**	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	5:C.B.S.	1	1982	N	Y	0.00	0.00	2,940
2	PTO		1	1982	N	Y	0.00	0.00	315
3	SBF	5:C.B.S.	1	1982	N	Y	0.00	0.00	105
4	PTO		1	1982	N	Y	0.00	0.00	686
5	SBF	5:C.B.S.	1	1982	N	Y	0.00	0.00	105
6	PTO		1	1982	N	Y	0.00	0.00	315
7	PTO		1	1982	N	Y	0.00	0.00	240

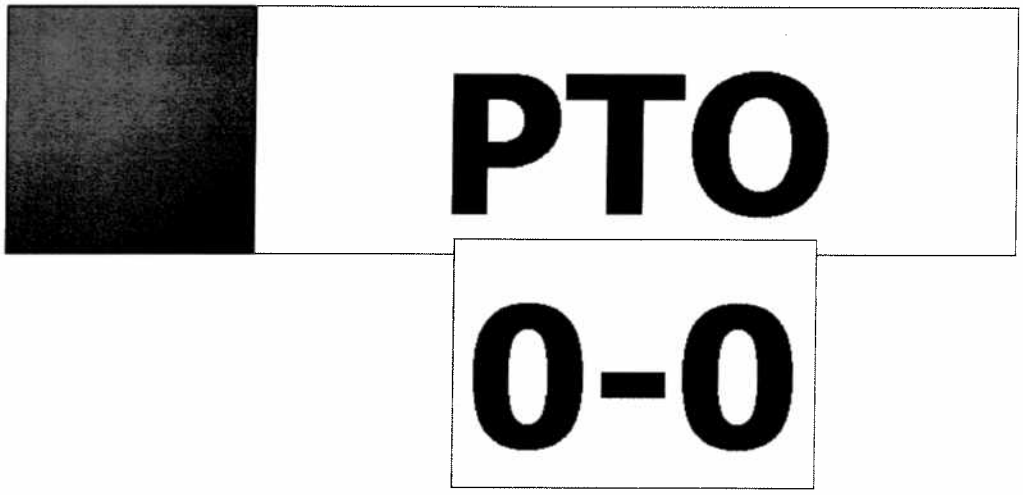
8	PTO		1	1982	N	Y	0.00	0.00	240
9	FLA	5:C.B.S.	1	1982	N	Y	0.00	0.00	2,940

Building 5 Details

Building Type R4 **Condition** P **Quality Grade** 550
Effective Age 16 **Perimeter** 512 **Depreciation %** 19
Year Built 1966 **Special Arch** 0 **Grnd Floor Area** 6,384
Functional Obs 0 **Economic Obs** 0

Inclusions: R4 includes 4 3-fixture baths and 4 kitchens.
Roof Type GABLE/HIP **Roof Cover** ASPHALT SHINGL **Foundation** CONC BLOCK
Heat 1 FCD/AIR DUCTED **Heat 2** NONE **Bedrooms** 16
Heat Src 1 ELECTRIC **Heat Src 2** NONE
Extra Features:

2 Fix Bath	0	Vacuum	0
3 Fix Bath	4	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	0	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	5:C.B.S.	1	1982	N	Y	0.00	0.00	6,384
2	SBF		1	1982	N	Y	0.00	0.00	195
3	PTO		1	1982	N	Y	0.00	0.00	2,961

Building 6 Details

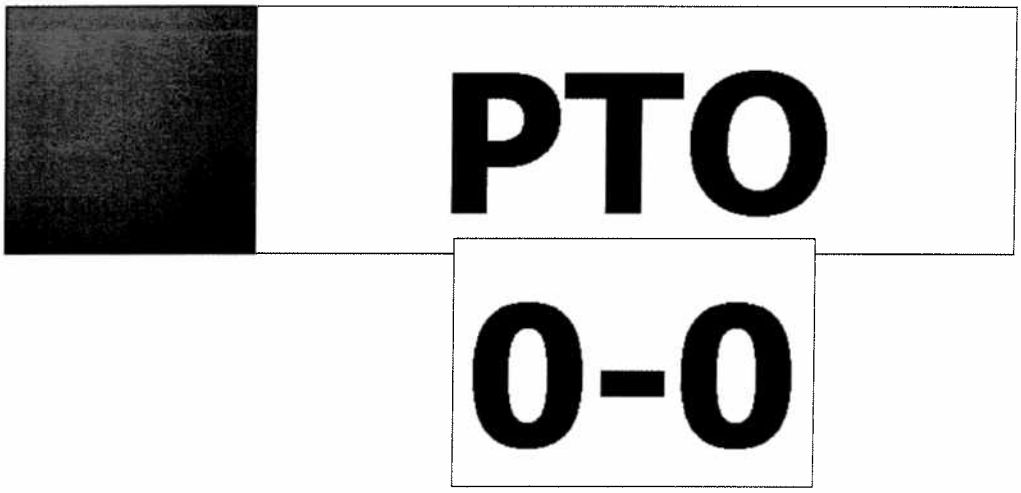
Building Type	R6	**Condition**	P	**Quality Grade**	550
Effective Age	43	**Perimeter**	568	**Depreciation %**	43
Year Built	1966	**Special Arch**	0	**Grnd Floor Area**	5,280
Functional Obs	0	**Economic Obs**	0		

Inclusions: R6 includes 6 3-fixture baths and 6 kitchens.

Roof Type	GABLE/HIP	**Roof Cover**	ASPHALT SHINGL	**Foundation**	CONCR FTR
Heat 1	FCD/AIR DUCTED	**Heat 2**	NONE	**Bedrooms**	12
Heat Src 1	ELECTRIC	**Heat Src 2**	NONE		

Extra Features:

2 Fix Bath	0	**Vacuum**	0
3 Fix Bath	0	**Garbage Disposal**	0
4 Fix Bath	0	**Compactor**	0
5 Fix Bath	0	**Security**	0
6 Fix Bath	0	**Intercom**	0
7 Fix Bath	0	**Fireplaces**	0
Extra Fix	0	**Dishwasher**	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	5:C.B.S.	1	1982	N	Y	0.00	0.00	5,280
2	PTO		1	1982	N	Y	0.00	0.00	1,690
3	SBF		1	1982	N	Y	0.00	0.00	150

Building 7 Details

Building Type	R4	**Condition**	P	**Quality Grade**	550
Effective Age	16	**Perimeter**	472	**Depreciation %**	19

Year Built 1966 **Special Arch** 0 **Grnd Floor Area** 5,280
Functional Obs 0 **Economic Obs** 0

Inclusions: R4 includes 4 3-fixture baths and 4 kitchens.
Roof Type GABLE/HIP **Roof Cover** ASPHALT SHINGL **Foundation** CONCR FTR
Heat 1 FCD/AIR DUCTED **Heat 2** NONE **Bedrooms** 12
Heat Src 1 ELECTRIC **Heat Src 2** NONE
Extra Features:

2 Fix Bath	4	**Vacuum**	0
3 Fix Bath	0	**Garbage Disposal**	0
4 Fix Bath	0	**Compactor**	0
5 Fix Bath	0	**Security**	0
6 Fix Bath	0	**Intercom**	0
7 Fix Bath	0	**Fireplaces**	0
Extra Fix	0	**Dishwasher**	0

Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	5:C.B.S.	1	1965	N	Y	0.00	0.00	5,280
2	PTO		1	1965	N	Y	0.00	0.00	1,080
3	SBF	5:C.B.S.	1	1965	N	Y	0.00	0.00	150

Building 8 Details

Building Type R6 **Condition** P **Quality Grade** 550
Effective Age 16 **Perimeter** 568 **Depreciation %** 19
Year Built 1966 **Special Arch** 0 **Grnd Floor Area** 5,280
Functional Obs 0 **Economic Obs** 0

Inclusions: R6 includes 6 3-fixture baths and 6 kitchens.
Roof Type GABLE/HIP **Roof Cover** ASPHALT SHINGL **Foundation** CONCR FTR

Heat 1 FCD/AIR DUCTED **Heat 2** NONE **Bedrooms** 12
Heat Src 1 ELECTRIC **Heat Src 2** NONE
Extra Features:

2 Fix Bath	0	**Vacuum**	0
3 Fix Bath	0	**Garbage Disposal**	0
4 Fix Bath	0	**Compactor**	0
5 Fix Bath	0	**Security**	0
6 Fix Bath	0	**Intercom**	0
7 Fix Bath	0	**Fireplaces**	0
Extra Fix	6	**Dishwasher**	0

Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	5:C.B.S.	1	1982	N	Y	0.00	0.00	5,280
2	PTO		1	1982	N	Y	0.00	0.00	1,080
3	SBF	5:C.B.S.	1	1982	N	Y	0.00	0.00	150

Building 9 Details

Building Type R4 **Condition** P **Quality Grade** 550
Effective Age 16 **Perimeter** 472 **Depreciation %** 19
Year Built 1966 **Special Arch** 0 **Grnd Floor Area** 5,280
Functional Obs 0 **Economic Obs** 0

Inclusions: R4 includes 4 3-fixture baths and 4 kitchens.
Roof Type GABLE/HIP **Roof Cover** ASPHALT SHINGL **Foundation** CONCR FTR
Heat 1 FCD/AIR DUCTED **Heat 2** NONE **Bedrooms** 16
Heat Src 1 ELECTRIC **Heat Src 2** NONE
Extra Features:

2 Fix Bath	0	**Vacuum**	0

3 Fix Bath	4	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	0	Dishwasher	0

Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	5:C.B.S.	1	1982	N	Y	0.00	0.00	5,280
2	PTO	5:C.B.S.	1	1982	N	Y	0.00	0.00	1,080
3	SBF	5:C.B.S.	1	1982	N	Y	0.00	0.00	150

Building 10 Details

Building Type	R4	Condition	P	Quality Grade	550
Effective Age	16	Perimeter	428	Depreciation %	19
Year Built	1966	Special Arch	0	Grnd Floor Area	5,880
Functional Obs	0	Economic Obs	0		

Inclusions: R4 includes 4 3-fixture baths and 4 kitchens.

Roof Type	GABLE/HIP	Roof Cover	ASPHALT SHINGL	Foundation	CONCR FTR
Heat 1	FCD/AIR DUCTED	Heat 2	NONE	Bedrooms	8
Heat Src 1	ELECTRIC	Heat Src 2	NONE		

Extra Features:

2 Fix Bath	0	Vacuum	0
3 Fix Bath	0	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0

7 Fix Bath	0	Fireplaces	0
Extra Fix	0	Dishwasher	0

Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	5:C.B.S.	1	1982	N	Y	0.00	0.00	5,880
2	PTO		1	1982	N	Y	0.00	0.00	1,796
3	SBF		1	1982	N	Y	0.00	0.00	210

Building 11 Details

Building Type	R4	Condition	P	Quality Grade	550
Effective Age	16	Perimeter	512	Depreciation %	19
Year Built	1966	Special Arch	0	Grnd Floor Area	5,880
Functional Obs	0	Economic Obs	0		

Inclusions: R4 includes 4 3-fixture baths and 4 kitchens.

Roof Type	GABLE/HIP	Roof Cover	ASPHALT SHINGL	Foundation	CONCR FTR
Heat 1	FCD/AIR DUCTED	Heat 2	NONE	Bedrooms	16
Heat Src 1	ELECTRIC	Heat Src 2	NONE		

Extra Features:

2 Fix Bath	4	Vacuum	0
3 Fix Bath	4	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	0	Dishwasher	0

SBF

0-0

Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	5:C.B.S.	1	1982	N	Y	0.00	0.00	5,880
2	PTO	5:C.B.S.	1	1982	N	Y	0.00	0.00	1,796
3	SBF		1	1982	N	Y	0.00	0.00	210

Building Type R4
Effective Age 16
Year Built 1966
Functional Obs 0

Condition P
Perimeter 472
Special Arch 0
Economic Obs 0

Quality Grade 550
Depreciation % 19
Grnd Floor Area 5,880

Inclusions: R4 includes 4 3-fixture baths and 4 kitchens.

Roof Type GABLE/HIP
Heat 1 FCD/AIR DUCTED
Heat Src 1 ELECTRIC

Roof Cover ASPHALT SHINGL
Heat 2 NONE
Heat Src 2 NONE

Foundation CONCR FTR
Bedrooms 16

Extra Features:

2 Fix Bath	4	**Vacuum**	0
3 Fix Bath	4	**Garbage Disposal**	0
4 Fix Bath	0	**Compactor**	0
5 Fix Bath	0	**Security**	0
6 Fix Bath	0	**Intercom**	0
7 Fix Bath	0	**Fireplaces**	0
Extra Fix	0	**Dishwasher**	0

SBF

0-0

Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	5:C.B.S.	1	1982	N	Y	0.00	0.00	5,880
2	PTO		1	1982	N	Y	0.00	0.00	1,796
3	SBF	5:C.B.S.	1	1982	N	Y	0.00	0.00	210

Building Type R4
Effective Age 16
Year Built 1966
Functional Obs 0

Condition P
Perimeter 512
Special Arch 0
Economic Obs 0

Quality Grade 550
Depreciation % 19
Grnd Floor Area 5,880

Inclusions: R4 includes 4 3-fixture baths and 4 kitchens.

Roof Type GABLE/HIP
Heat 1 FCD/AIR DUCTED
Heat Src 1 ELECTRIC

Roof Cover ASPHALT SHINGL
Heat 2 NONE
Heat Src 2 NONE

Foundation CONCR FTR
Bedrooms 16

Extra Features:

2 Fix Bath	4
3 Fix Bath	4
4 Fix Bath	0
5 Fix Bath	0
6 Fix Bath	0
7 Fix Bath	0
Extra Fix	4

Vacuum	0
Garbage Disposal	0
Compactor	0
Security	0
Intercom	0
Fireplaces	0
Dishwasher	0

Public Notices
(mailings, posting & radius map)

Poinciana Hsng 500

Legend

- theBuffer
- theBufferTarget
- Lot Lines
- Easements
- Road Centerlines
- Water Names
- Parcels
- Shoreline
- Section Lines

PALMIS

Monroe County Property Appraiser
500 Whitehead Street
Key West, FL

DISCLAIMER: The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for *ad valorem tax purposes* only and should not be relied on for any other purpose.

Date Created: March 5, 2009 10:06 AM

TRUSTEES OF THE FIFTH
1311 FIFTH ST
KEY WEST, FL 33040

LETO DAVID AND PENNY
3530 DUCK AVE
KEY WEST, FL 33040

AHRENS SCOTT G
3528 DUCK AVE
KEY WEST, FL 33040

BAZO HELGA M REV LIV TR
1215 16TH TERR
KEY WEST, FL 33040

FERNANDEZ JOSE J AND KARA L
1202 16TH TERR
KEY WEST, FL 33040

BROADBENT LEROY W & JO ANN M
3427 DONALD AVENUE
KEY WEST, FL 33040

ISLAND-WEST INVESTMENT
1213 14TH STREET
KEY WEST, FL 33040

CURRY TROY
1211 16TH TER
KEY WEST, FL 33040

GOLAN A E TRUST UNDER WILL OF
A E GOLAN
5529 ANZA ST
SAN FRANCISCO, CA 94121

~~CITY OF KEY WEST~~
~~P O BOX 1409~~
~~KEY WEST, FL 33041~~

POINCIANA PARK PARTNERS LLP
PO BOX 1087
KEY WEST, FL 33041

STETTNER JOSEPH A JR &
MADELINE M
3409 FLAGLER AVENUE
KEY WEST, FL 33040

FINE ROBERTA S
1075 DUVAL ST
KEY WEST, FL 33040

LIVINGSTON THOMAS F
3412 EAGLE AVE
KEY WEST, FL 33040

DEGRAFFENREID KEVIN E & ELSA
COBO (H/W)
2101 SEIDENBERG AVENUE
KEY WEST, FL 33040

DUCK BAKERY LLC
201 FRONT ST
KEY WEST, FL 33040

KIGHT WILLIAM J AND MONIQUE L
1207 16TH TERRACE
KEY WEST, FL 33040

TIDBALL PERSHING ALLEN AND
CATHERINE CECCO
23 1/2 DUCK AVE
KEY WEST, FL 33040

SMITH CHRISTOPHER J AND CAROLE
29038 MARIGOLD DR
BIG PINE KEY, FL 33043

SAVIANO KAREN M TR
11489 HEATHERWOOD CT
SHELBY TWP, MI 48315

DEPOO JOHN J L/E
3490 EAGLE AVE
KEY WEST, FL 33040

GRANT-MARGIL STEPHEN J &
KAREN J
P O BOX 5885
KEY WEST, FL 33045

SASI MOSHE
3501 EAGLE AVE
KEY WEST, FL 33040

PEREZ RUTH B
3524 DUCK AVENUE
KEY WEST, FL 33040

TORIKE FREDRICK L II
2318 N ROOSEVELT BLVD
KEY WEST, FL 33040

CUCCINELLO CHERYL A
3429 EAGLE AVE
KEY WEST, FL 33040

MATROCI ANDREW L AND MONICA
3411 EAGLE AVE
KEY WEST, FL 33040

CHAMBERS JOSEPH E JR
3514 DUCK AVE
KEY WEST, FL 33040

~~STERLING RANDALL W~~
~~2516 LINDA AVE~~
~~KEY WEST, FL 33040~~ Dup

ZDANOW P ALEXIS AND JILL L
3405 EAGLE AVE
KEY WEST, FL 33040

MALSHEIMER KARL E AND CHERYL
1206 16TH TER
KEY WEST, FL 33040

FITZGERALD ELLAN FURBER
TRUSTEE
42 ALLAMANDA DRIVE
KEY WEST, FL 33040

SABINO DANIEL J
1440 17TH ST
KEY WEST, FL 33040

HRABEC ZDENEK
PO BOX 6191
KEY WEST, FL 33041

WALLACE JANE
1307 17TH ST
KEY WEST, FL 33040

OCHMAN MARY S LIV TR 5/27/05
3429 FLAGLER AVE
KEY WEST, FL 33040

HOPKINS DORIS L/E
1518 DUNCAN ST
KEY WEST, FL 33040

CURRY CHARLES P JR & ELIZABETH
A
3450 EAGLE AVENUE
KEY WEST, FL 33040

PARTOUCH TAL
533 DUVAL ST
KEY WEST, FL 33040

CITY OF KEY WEST FLORIDA
P O BOX 1409
KEY WEST, FL 33041

KEY WEST POLO CLUB
APARTMENTS LTD
3333 DUCK AVE
KEY WEST, FL 33040

SMITH MARSHA L & CHARLES E III
1206 17TH STREET
KEY WEST, FL 33040

BROADBENT LEROY W & JOANN M
3427 DONALD AVENUE
KEY WEST, FL 33040

SEIFERT JACQUELINE S
3423 FLAGLER AVE
KEY WEST, FL 33040

COMSTOCK ANDREA J
3419 FLAGLER AVE
KEY WEST, FL 33040

FAIRBANKS CYNTHIA D
3408 EAGLE AVE
KEY WEST, FL 33040

JOHNSON HOWARD S
3407 EAGLE AVENUE
KEY WEST, FL 33040

WALTERS KARL AND STEPHANIE A
PO BOX 2669
KEY WEST, FL 33045 Dup

WALTERS KARL AND STEPHANIE A
PO BOX 2669
KEY WEST, FL 33045

WALTERS KARL AND STEPHANIE A
PO BOX 2669
KEY WEST, FL 33045 Dup

JAMPOL MATTHEW JAMPOL LIVING
TRUST
3521 EAGLE AVE
KEY WEST, FL 33040

DIAZ JOSE O & SYLVIA A
3500 DUCK AVENUE
KEY WEST, FL 33040

WALKER ROBERT G AND CELIA
1218 16TH TER
KEY WEST, FL 33040

MARGIL STEPHEN JAY AND KAREN
J
PO BOX 5885
KEY WEST, FL 33045

RUEDA EVELIO J AND FLORA B
3437 FLAGLER AVE
KEY WEST, FL 33040

KRIEGER JOHANNES W
P O BOX 5406
KEY WEST, FL 33045

HENRIQUEZ MICHAEL J AND
CHRISTIAN G
3406 EAGLE AV
KEY WEST, FL 33040

FLYNN DEBRA S
1010 KENNEDY DR
KEY WEST, FL 33040

ALEXANDER DALE G
3410 EAGLE AVE
KEY WEST, FL 33040

GALLO MARIO AND MARY A
18920 SW 92 CT
MIAMI, FL 33157

SALTER LEWIS F AND ROSE
3515 EAGLE AVENUE
KEY WEST, FL 33040

VALDES JOSEPH A JR
3518 DUCK AVE
KEY WEST, FL 33040

RODRIGUEZ KATHRYN E
1202 17TH STREET
KEY WEST, FL 33040

ROMAN LUBOSLAV AND LILA
3404 EAGLE AVE
KEY WEST, FL 33040

BESSON SEAN M AND JULIA C
3391 EAGLE AVE
KEY WEST, FL 33040

DAVIS CARL & MARCIA
3401 EAGLE AVENUE
KEY WEST, FL 33040

MOREAU GERALD RAYMOND AND ROSE MARIE
3504 DUCK AVE
KEY WEST, FL 33040

STERLING RANDALL W
2516 LINDA AVE
KEY WEST, FL 33040

JANET RECIO HAYES TR DTD 6-19-1995
P O BOX 1089
KEY WEST, FL 33041

TAYLOR BARBARA G AND GORDON BENNETT ESTATE
3525 EAGLE AVE
KEY WEST, FL 33040

FITCH JOHN ALEXANDER AND MARTHA L
3502 DUCK AVE
KEY WEST, FL 33040

MCLEOD JAMES D AND ANNE M
3509 EAGLE AVE
KEY WEST, FL 33040

JONES ALICE JOYCE L/E
1219 16TH TERRACE
KEY WEST, FL 33040

CRISS NANCY CRISWELL
1213-17TH STREET
KEY WEST, FL 33040

KLITENICK MICHAEL P AND JUDIE F
3510 EAGLE AVE
KEY WEST, FL 33040

TROIKE FREDRICK L II
2318 N ROOSEVELT BLVD
KEY WEST, FL 33040

DAVIS CARL & MARCIA
3401 EAGLE AVENUE
KEY WEST, FL 33040

MARR PHEBE ANN
3637 UPTON ST NW
WASHINGTON, DC 20008

JANICKI ROBERT & JUSTYNA
724 AMELIA ST
KEY WEST, FL 33040

JAROSZEWICZ JERZY & ILONA
3314 DUCK AVENUE
KEY WEST, FL 33040

MYATIEV BATYR
3228 EAGLE AVE
KEY WEST, FL 33040

HOLLIDAY KEVIN D & DANIELLE S
3322 DUCK AVENUE
KEY WEST, FL 33040

FERGUSON JAMES G & LISA M
3326 DUCK AVENUE
KEY WEST, FL 33040

LIPPA CHARLES C
3321 HARRIET AVE
KEY WEST, FL 33040

NILES DAVID R & PAULA
3330 DUCK AVENUE
KEY WEST, FL 33040

GARCIA HELEN M
3310 HARRIET AVENUE
KEY WEST, FL 33040

CASA LAURA
3320 HARRIET AVE
KEY WEST, FL 33040

STROUD TIMOTHY W AND CAROL LYNN
3324 HARRIET AVE
KEY WEST, FL 33040

AVIHASURA LIRON
3317 EAGLE AVE
KEY WEST, FL 33040

ZIELINSKI JACEK
3308 DUCK AVE
KEY WEST, FL 33040

CROITORU CAROL AND RIVKA J/T
3319 EAGLE AVE
KEY WEST, FL 33040

ROBINSKY ALON
518 N BEDFORD DR
BEVERLY HILLS, CA 90210

VALDEZ RUBEN R & MARY E
3323 HARRIETT AVENUE
KEY WEST, FL 33040

GORMAN LURA
1012 WHITEHEAD ST
KEY WEST, FL 33040

LENHART JOANN J & DELEON
ELAINE (B/Q)
3323 EAGLE AVENUE
KEY WEST, FL 33040

SAWYER THOMAS MICHAEL
901 FLEMING ST
KEY WEST, FL 33040

COLLINS RANDALL J AND ELLEN B
3324 DUCK AVE
KEY WEST, FL 33040

PTACEK ROMAN
PO BOX 2478
KEY WEST, FL 33045

FIGUEROA HERIBERTO &
HERNANDEZ CARMEN (WIFE)
3312 DUCK AVENUE
KEY WEST, FL 33040

CAREY MICHAEL HENRY
3314 HARRIET AVE
KEY WEST, FL 33040

KITAHARA MASAKO
3310 DUCK AVE
KEY WEST, FL 33040

PORTMAN JOSEPH JAMES
3331 HARRIET AVENUE
KEY WEST, FL 33040

PUIG II NOEL R AND MYRA C LAY
3316 HARRIET AVENUE
KEY WEST, FL 33040

BS ALT A 2005-7
3476 STATEVIEW BLVD
FT MILL, SC 29715

WOLCOTT LEWIS A & AMY L
3313 HARRIET AVENUE
KEY WEST, FL 33040

PEACE KATHLEEN M
3325 EAGLE AVE
KEY WEST, FL 33040

STANLEY HELEN J &
3328 DUCK AVE
KEY WEST, FL 33040

ELLIS RODGER B & MARGO Z
3311 HARRIET AVENUE
KEY WEST, FL 33040

BLANCH JOSEPH F JR & JUDITH A
3322 HARRIET AVENUE
KEY WEST, FL 33040

WACHSMAN FREDERICK & MILLIE
2128 KEWANNEE TRL
CASSELBERRY, FL 32707

SLAVIN FRANK J
3315 EAGLE AVENUE
KEY WEST, FL 33040

DUSZYNSKI SCOTT A
3314 NORTHSIDE DR
KEY WEST, FL 33040

LAWRENCE JEFFREY A
PO BOX 314
QUAKER HILL, CT 06375

PENOT MARIE CLAIRE DEC OF TR
DTD 2/28/84
216 LEWFIELD CIR
WINTER PARK, FL 32792

BICE LOURDES C
3319 HARRIET AVENUE
KEY WEST, FL 33040

DULA ROMAN
3314 NORTHSIDE DR
KEY WEST, FL 33040

MURTHA THOMAS H &
3314 NORTHSIDE DR #143
KEY WEST, FL 33040

CRESMER JAMES L
3314 NORTHSIDE DR
KEY WEST, FL 33040

BATCHELOR BELINDA ANN
3314 NORTHSIDE DR #123
KEY WEST, FL 33040

SCHONECK WILLIAM ROBERT JR
P O BOX 420257
SUMMERLAND KEY, FL 33042

STRUNK JAMIE
PO BOX 1199
KEY WEST, FL 33041

LORY CHRISTIAN
TRAMINERWEG 5A
AUGSBURG,

BARR BRICE ERIC & AMODIO HOLLY
(WIFE)
3367 FLAGLER AVE
KEY WEST, FL 33040

KELLY GRAHAM AND EILEEN M
3301 PEARL AVE
KEY WEST, FL 33040

MURPHY ERNEST L
5148 FLOWERTUFT COURT
COLUMBIA, MD

MENARDI DANIELA
3314 NORTHISIDE DRIVE - #152
KEY WEST, FL 33040

HAMOUZ MILOSLAV
3655 SEASIDE DR
KEY WEST, FL 33040

ECKARD JEFFERY AND CHAU-LING
3328 EAGLER AVE
KEY WEST, FL 33040

ZUELCH CHRISTIAN M
3724 EAGLE AVE
KEY WEST, FL 33040

BARANOFF HAROLD
3314 NORTHSIDE DR
KEY WEST, FL 33040

LEVIN JEFFREY C & BONNIE C
3314 NORTHSIDE DRIVE UNIT 154
KEY WEST, FL 33040

RUBINOVITZ BOAZ
3325 PEARL AVE
KEY WEST, FL 33040

CULLERS JEFFREY L
3366 PEARL AVE
KEY WEST, FL 33040

CURRAN DANIEL
3364 PEARL AVE
KEY WEST, FL 33040

TIERI GIANNI M & PATRICIA A
3365 FLAGLER AVENUE #55
KEY WEST, FL 33040

DEPOO JACQUELYN LOUISE
3329 PEARL AVENUE
KEY WEST, FL 33040

LOTZ CINDY
29351 CROWN RDG
LAGUNA NIGUEL, CA 92677

STERN PHYLLIS N
3331 PEARL ST
KEY WEST, FL 33040

KADOSH ELI
16900 N BAY RD
SUNNY ISLES, FL 33160

LIPMAN DAVID & ALLEN RACHEL A
(BQ) T/C
3323 PEARL AVENUE
KEY WEST, FL 33040

SOLANA VILLAGE HOMEOWNERS
ASSOCIATION INC
3314 NORTHSIDE DRIVE
KEY WEST, FL 33040

STANTON MARK
3314 NORTHSIDE DRIVE
KEY WEST, FL 33040

BIRRELL MICHAEL E & SUSAN M
4814 N WASHINGTON BLVD
ARLINGTON, VA 22205

REDFERN BARBARA
P O BOX 5851
KEY WEST, FL 33040

MORGAN SONYA B
3319 PEARL AVE
KEY WEST, FL 33040

TORONI TAMARA
3314 NORTHSIDE DR #132
KEY WEST, FL 33040

SCHEEPERS JAN LODEWYK
P O BOX 626
KEY WEST, FL 33040

STRADER MERICA
3322 EAGLE AVE
KEY WEST, FL 33040

FIERHELLER GAIL E
3314 NORTHSIDE DRIVE #135
KEY WEST, FL 33040

FAZILDJANOV BAKHTIYAR
3314 NORTHSIDE DR
KEY WEST, FL 33040

FEDERAL NATIONAL MORTGAGE ASSOC
100 WEST CYPRESS CREEK RD
FT LAUDERDALE, FL 33309

FLETCHALL MONICA D
3314 NORTHSIDE DR
KEY WEST, FL 33040

CALVANO JACQUELINE MARIE
2529 MIRROR LAKE CT
COLORADO SPRINGS, CO 80919

ROBINSKY ALON
3327 HARRIET AVE
KEY WEST, FL 33040

COOK JANE W
3314 NORTHSIDE DRIVE #133
KEY WEST, FL 33040

WASHINGTON MUTUAL BANK
7105 CORPORATE DRIVE
PLANO, TX 75024

HOOPER TARA MORRIS
3331 DONALD AVE
KEY WEST, FL 33040

NORTHSIDE BUILDERS INC
20 DRIFTWOOD DR
KEY WEST, FL 33040

DERY DENISE D
3367 DONALD AVE
KEY WEST, FL 33040

GALVAN AILEEN
3371 DONALD AVE
KEY WEST, FL 33040

ROBERMAN JAY A AND LINDA L
3339 DONALD AVE
KEY WEST, FL 33040

CHRIST JULIE L
6711 N CENTRAL AVE
TAMPA, FL 33604

SPEYERER SCOTT A AND ELAN K
PO BOX 703
KEY WEST, FL 33041

BOSCO LORI G AND DANIEL S
1608 SEMINARY ST
KEY WEST, FL 33040

DIONYSUS GROUP LC THE
P O BOX 5432
KEY WEST, FL 33045

SANTA CLARA CONDOMINIUM ASSOCIATION INC
3312 NORTHSIDE DR
KEY WEST, FL 33040

SANCHEZ MANUEL JR & DARCY RENEE
3307 DONALD AVENUE - BUTTONWOOD COURT CONDO
KEY WEST, FL 33040

JOHNSON GARLAND L & YOSHIKO I
3311 DONALD AVENUE
KEY WEST, FL 33040

HITCHCOCK CHARLES E JR & ANGELA J
3343 DONALD AVE - BUTTONWOOD COURT CONDO
KEY WEST, FL 33040

SLAVKOVSKA MARIETA AND JAN
3318 HARRIET AVE
KEY WEST, FL 33040

VINEBERG MICHAL BEN-HAYON
3316 DUCK AVENUE
KEY WEST, FL 33040

GARCIA EDWARD & DAMARYS
3302 DONALD AVENUE
KEY WEST, FL 33040

GROSSMAN NADENE
3303 DONALD AVENUE
KEY WEST, FL 33040

COLEMAN VINCENT & TANYA
3323 DONALD AVE
KEY WEST, FL 33040

KOEHN GEORGE
1412 18TH ST
KEY WEST, FL 33040

HANCOCK WILLIAM
3351 DONALD AVE
KEY WEST, FL 33040

WAITE KENNETH SR & LILLIAN
3318 DONALD AVENUE - BUTTONWOOD COURT
KEY WEST, FL 33040

COWENHOVEN JEFFRRY & RENEE
1306 COTTAGE PL
PT PLEASANT PL, NJ, 08742

DUNLAP BRIAN W &
3314 DONALD AVENUE
KEY WEST, FL 33040

CARCEDO HECTOR AND SHEILA
3436 DUCK AVE
KEY WEST, FL 33040

CITY OF KEY WEST
P O BOX 1409
KEY WEST, FL 33041

CITY OF KEY WEST
P O BOX 1409
KEY WEST, FL 33041

KEY WEST ASSOCIATION OF
REALTORS INC
3422 DUCK AVENUE
KEY WEST, FL 33040

V A PANICO PROPERTIES LLC
1514 19TH ST
KEY WEST, FL 33040

CONDELLA PHILLIP A & DEBORAH A
&
3430 & 3432 DUCK AVE
KEY WEST, FL 33040

MUNOZ REUBEN
3310 DONALD AVE
KEY WEST, FL 33040

CHERRY DEAN E & CYNTHIA M
3322 DONALD AVE
KEY WEST, FL 33040

CITY OF KEY WEST
P O BOX 1409
KEY WEST, FL 33040

ASGAARD HOLDING COMPANY LLC
3420 DUCK AVE UNIT #7
KEY WEST, FL 33040

SWIFT EDWIN O III
201 FRONT ST
KEY WEST, FL 33040

GARCIA SILVIO REV TR 7/15/2004
13 BIRCHWOOD DR
KEY WEST, FL 33040

KEY WEST COMMUNITY
DIAGNOSTIC COMPANY LLC
3414 DUCK AVENUE
KEY WEST, FL 33040

TRIBUSHNAYA MARINA
3347 DONALD AVENUE
KEY WEST, FL 33040

CASTELLANO SANDRA
3335 DONALD AVE
KEY WEST, FL 33040

KOCHAN SUSAN
3315 DONALD AVE
KEY WEST, FL 33040

BURRELL JUDY L
3319 DONALD AVE
KEY WEST, FL 33040

CONDELLA PHILLIP A & DEBORAH A
&
3430/3432 DUCK AVE
KEY WEST, FL 33040 Dup

MARQUESA COURT HOMEOWNER'S
ASSOCIATION INC
201 FRONT ST
KEY WEST, FL 33040

CARCEDO HECTOR & SHEILA
3375 DONALD AVE
KEY WEST, FL 33040

Public Meeting Notice

The Key West Planning Board will hold a public hearing **at 6:00 p.m., March 19, 2009, at Old City Hall, 510 Greene Street**, Key West, Florida, (Behind Sloppy Joe's Bar). The purpose of the hearing will be to consider a request for:

Development Agreement – Poinciana Special Needs Housing Area off the 3200 block of Duck Avenue- A Development Agreement for a Major Development Plan and Conditional Use pursuant to the Code of Ordinances Chapter 90, Article IX, Development Agreements, for a 32,322 sq. ft., 50 unit rest home for AIDS HELP, Inc. on 7.66 acres of land in the Medium Density Residential (MDR-1) Zoning District. The Development is proposed at 35 feet in height (Re# 00064740-000000).

If you wish to see the application or have any questions, you may visit the Planning Department during regular office hours at 604 Simonton Street or call 809-3720.

YOU ARE WITHIN 500 FEET OF THE SUBJECT PROPERTY

The City of Key West Planning Board will be holding a Public Hearing:

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Applicant/Owner: Trepanier and Associates

Project Location: Poinciana Housing Special Needs Area off the 3200 block of Duck

Date of Hearing: Thursday, March 19, 2009

Time of Hearing: 6:00 PM

Location of Hearing: Old City Hall – City Commission Chambers
510 Greene Street

Interested parties may appear at the public hearing(s) and be heard with respect to the applications. A copy of the corresponding applications is available from the City of Key West Planning Department located at 604 Simonton Street, Key West, Florida, Monday through Friday between the hours of 8:00 am and 5:00 pm. Please provide written comments to the Planning Department, PO Box 1409, Key West, FL 33041-1409 , by FAX (305) 809-3739 or by email ccowart@keywestcity.com .

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Planning Commission or the City Commission with respect to any matter considered at such hearing or meeting, one will need a record of the proceedings and for such purpose that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

ADA Assistance: Anyone needing special assistance at the Planning Board hearing due to disability should contact the City of Key West at 305.809.3831 at least two days prior thereto.

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