

STAFF REPORT

DATE: May 22, 2015

RE: **1025 Catherine Street (permit application # T15-7431)**

FROM: Karen DeMaria, City of Key West Urban Forestry Manager

An application was received for the removal **of (1) Royal Poinciana tree**. A site inspection was done on May 8, 2015 when a large branch/trunk broke off the tree and fell into the road the night before. Emergency heavy maintenance trimming was done to stabilize the tree. An additional inspection documented the following:

Tree Species: Royal Poinciana (*Delonix regia*)







TOW AWAY
ZONED
NO ZONE
UNAUTHORIZED VEHICLES OR
VEHICLES WILL BE TOWED
AT OWNER'S RISK
UNIFORM TOWING
745-1265
HAWAIIAN TOWING

1025













Diameter: 28"

Location: 70% (large front yard tree, very visible)

Species: 100% (on protected tree list)

Condition: 20% (large branch has torn off exposing a large section of tree)

Total Average Value = 63%

Value x Diameter = 17.6 replacement caliper inches

Recommendations: Recommend approval of the removal of (1) Royal Poinciana tree located at 1025 Catherine Street, to be replaced with 17.6 caliper inches of FL#1 native dicot or fruit trees.

**AT HOME IN KEY WEST, INC.
EXCLUSIVE LONG TERM RENTAL MANAGEMENT AGREEMENT**

1. PARTIES: This agreement between Teri Obrecht, the owner or legally appointed representative of the premises, hereafter called LANDLORD and AT HOME IN KEY WEST, INC., hereafter called the BROKER / MANAGER / AGENT.

AGENCY DISCLOSURE: At Home in Key West, Inc. is an agent of and employed by the property owner of record and represents the interest of the property owner.

Whereby the LANDLORD appoints the BROKER, its agents, successors, and assigns EXCLUSIVE AGENT to rent, lease, operate, control and manage the following property:

2. Unit# — F — UF — BDRS 1 BATHS 1 PARKING SPACE# off street
PROPERTY ADDRESS 1025 Catherine Street
CITY New York Key West STATE FL ZIP 33040. The property includes the entire premises in full UNLESS any areas such as shed(s), storage closet(s), garage, attics, crawl spaces, other storage areas, sheds, or rooms are specifically excluded by LANDLORD in writing.

3. TERM: It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the parties successors, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of this paragraph. The term shall begin on the First day of August, 2006 and will be in effect for one year and will automatically renew for successive year periods at the anniversary date so long as there has not been at least a thirty (30) day written notice prior to the next term given by either party to terminate. Termination by LANDLORD is effective when actually physically received by BROKER. In the event this agreement is terminated by LANDLORD, the BROKER shall continue to receive the rental commission set forth below as long as the tenant(s) placed in the property by BROKER shall remain in the property. In the event this agreement is terminated by LANDLORD, the BROKER'S rights provided for in paragraph 13 THROUGH 17 shall survive such termination. All monies expended by BROKER shall be paid to BROKER prior to this cancellation and BROKER is authorized to withhold any sums owed to BROKER from monies held prior to the final disbursement to LANDLORD. BROKER reserves the right to terminate this agreement with 30 days written notice to LANDLORD at any time or, immediately with written or verbal notice if in the opinion of BROKER'S legal counsel, LANDLORD'S actions or inactions are illegal, improper, or jeopardize the safety or welfare of any tenants or other persons. BROKER may at its option continue to hold LANDLORD liable for any commissions due, fees due or monies owed BROKER if the tenant(s) remain in the property after such termination by BROKER. If LANDLORD decides to terminate the agreement with BROKER after a tenant procured by or currently managed by BROKER is in residence, during established lease term or a renewal period, LANDLORD will pay BROKER either a finder's fee or the commission for the entirety of the lease whichever is greater.

LANDLORD agrees that in the event of a sale of the property it is not to be automatically assumed that the sale will terminate a management agreement. Management agreement will remain in place as long as a tenant procured by or currently managed by BROKER is in residence, during established lease term or a renewal period unless otherwise negotiated with BROKER releasing LANDLORD from the financial obligation set forth in this instrument.

If during the term of this agreement LANDLORD decides to sell the property and the tenant is forced to leave the property prior to the agreed upon expiration of the lease, LANDLORD acknowledges that LANDLORD is obligated to BROKER for the commission for the entirety of the lease. This commission is to be paid at or prior to closing of any sale and may be deemed a lien on the property.

4. RENTALS: BROKER will use his best efforts to lease or rent with the following terms:

PRORATED RENT, FIRST MONTH'S RENT AND SECURITY DEPOSIT WILL BE COLLECTED BEFORE OCCUPANCY. Security Deposit may be equal to one months rent. Last months rent may be collected at BROKERS discretion.

Any deviation from these terms must be agreed upon by all parties in writing. LANDLORD agrees to hold BROKER harmless for any failure to secure tenant(s) for the LANDLORD, any cancellation by the tenant(s), and/or failure to collect any rents or monies due from the Tenant for any reason.

Rental Rates will be the current market rate as determined in the sole judgment of BROKER. Late charges or fees owed by any tenant(s) shall be collected at the discretion of the BROKER and BROKER shall retain any such charges and late fees.

5. INSURANCE/FEES/TAXES/CHARGES: LANDLORD shall pay direct any condominium maintenance fees, taxes, insurance, mortgages, and other charges. LANDLORD agrees that they shall maintain public liability insurance coverage on the property at all times in an amount not less than \$100,000.00 per person and \$300,000.00 per occurrence and shall furnish BROKER with proof of insurance and a copy of the declaration page. LANDLORD agrees to name BROKER as an additional insured on all policies. LANDLORD agrees to and does hereby indemnify and hold harmless BROKER, its employees, agents and assigns, from any and all claims, suits, damages costs, losses and expenses arising from the management of the property and from any injury to persons and/or property occurring on or about the premises. LANDLORD agrees to indemnify BROKER for any damages suffered as a result of any lapse in or failure by LANDLORD to maintain insurance coverage.

6. UTILITIES: If allowed by law and unless otherwise agreed to by the parties, Tenant(s) are required to have telephone service, cable, electric service, water service and all other utilities in their own name. In any lease where the tenant(s) shall have use of the LANDLORD'S utilities and be responsible for all or part of the bill(s), LANDLORD shall pay the entire bill in a timely manner and forward copies to this office for reimbursement. Under no circumstances shall LANDLORD cause the termination of these services and LANDLORD agrees to indemnify BROKER for any damages or litigation fees/cost incurred by BROKER if LANDLORD improperly terminates a utility service. BROKER will deduct bills to the extent of funds available and LANDLORD agrees that BROKER shall be in no way responsible for nonpayment of or theft of any utility service by tenant(s). If for any reason utilities (including but not limited to: gas, electric and water) are turned off due to lack of payment and AGENT must have utilities turned on in an emergency situation, AGENT will charge a \$75.00 trip charge on the LANDLORD'S monthly invoice. AGENT has the right to act on behalf of LANDLORD to establish service and accounts in the owner's name with all utility companies including but not limited to phone, cable, gas, electric and water.

7. FUNDS: Any monies collected or received by BROKER will be held in BROKER'S bank account(s) and interest, if any earned, and permitted by law to be retained by BROKER, shall be paid to BROKER for administrative services and partial escrow agent's fee.

8. CONDOMINIUM/HOMEOWNERS ASSOCIATIONS: In a condominium unit, the lease shall be subject to the Declaration of Condominium pertaining thereto and the rules and regulations of the Association and Board of Directors thereunder and, further, the LANDLORD shall be responsible for providing BROKER with all current rules and regulations, and for payment of any recreation, land, and/or other fees, fines levied by the association, or assessments and LANDLORD agrees to indemnify BROKER for payment of same. In the event the tenant(s) fail to comply with the rules and regulations and the association of board levies fines or assessments against the LANDLORD, LANDLORD agrees that BROKER is in no way liable for the payment of any fees, fines, or assessments.

9. FURNISHINGS/WARRANTIES: The LANDLORD shall deliver a copy of the furnishings inventory if furnished or, pay the BROKER \$100.00 to provide same. (The \$100.00 fee is subject to change with notification by first class mail). It is LANDLORD'S responsibility to keep the inventory current. LANDLORD is also to deliver copies to BROKER of any Service Contracts or Warranties that exist, if any. If no Warranties or Service Contract are received at the time this agreement is executed, BROKER shall assume none exist. LANDLORD will provide four (4) full sets of keys plus two (2) mail keys to the BROKER.

10. LEASING and MANAGEMENT: BROKER is given the Exclusive Right to screen and approve or disapprove prospective tenant(s), to deliver, on LANDLORD'S behalf, any default notices to tenant(s) as may be necessary. Any legal notices or institution of eviction or damage proceedings against tenant(s), through the courts or otherwise, must be taken by the LANDLORD individually or, with the permission of LANDLORD, BROKER shall hire an attorney to perform the eviction. Costs and Attorneys Fees to evict tenant(s) or otherwise will be paid by LANDLORD in advance and LANDLORD agrees to hold BROKER harmless for same. In the event tenant(s) vacate voluntarily or involuntarily owing rent monies due under the terms of the lease or any renewals, and, if these monies are collected in whole or part in the future, LANDLORD agrees that BROKER is entitled to a commission on any monies received in the percentage as set forth below and agrees to remit same to BROKER. LANDLORD warrants that the unit to be managed is legal rental unit and rental of same will not be in violation of any rules, laws, or ordinances.

BROKER or BROKERS AGENT IS GIVEN THE AUTHORITY TO SIGN ALL
LEASE(S)

11. DAMAGES or MISSING ITEMS: BROKER is not responsible for damage to the premises or items missing, switched out, lost or damaged under any circumstances, including but not limited to, theft, vandalism or negligence of tenant(s) or their guests. In furnished units, an inventory will be checked by BROKER or BROKER'S Agent at departure. In the event tenant(s) damage the premises or owes any monies to the LANDLORD, BROKER is given the exclusive authority to determine in its professional judgment the amount due, charge the Tenant accordingly and/or settle with the tenant(s) upon advice of BROKER'S legal counsel. BROKER is given the power to make claims upon the security deposit on behalf of LANDLORD and BROKER shall not be held liable for any failure to make claim(s) on any damages which were not readily apparent to BROKER.

12. HURRICANES, TROPICAL STORMS, ACTS OF GOD: BROKER shall not be responsible to take any precautionary measures to avoid any damages from any acts of god unless agreed to in writing between BROKER and LANDLORD.

13. BROKER'S AUTHORITY: BROKER is granted by the LANDLORD the right to manage the property as the BROKER deems necessary, to collect all rental and other funds that may be due to LANDLORD, to cooperate with other BROKER'S or assign or sell the management account as BROKER may see fit, to require releases from all parties in the event of a controversy before disbursing funds and to do all those things BROKER deems necessary for the efficient management of the property with the exception of authority or responsibilities expressly retained by LANDLORD in writing.

14. REPAIRS: BROKER is given the right to spend in the amount not to exceed \$300.00 in any one month to purchase items, cleaning, make repairs, and pay for same out of LANDLORD'S funds; and, if inadequate, LANDLORD shall be billed for the difference. In case of emergency, i.e. air conditioning, heat, refrigerator, range or plumbing or any other repair the BROKER deems an emergency and or necessary in BROKER'S sole judgment for the safety of the tenant(s) or the welfare of the property, BROKER has authority to institute repairs, even if over the aforementioned limit. In order to maintain Repair Account, LANDLORD will provide broker with \$300.00 and if this account falls below \$300.00, BROKER may replenish it from the rents received. In the event repairs are made, BROKER shall withhold the amount disbursed from the next ensuing rent payment or from any rents received but not yet forwarded to LANDLORD. LANDLORD agrees that in the event repairs are necessary and BROKER performs repairs, LANDLORD will be charged a customer service fee of 20% on all materials purchased for the repair plus labor. If repair is deemed beyond scope of routine maintenance BROKER will hire appropriate professional and a 5% administrative fee will be included in billing. BROKER will arrange for all repairs, inspections, maintenance and cleanings, unless LANDLORD has notified BROKER in writing prior to the commencement of repairs to use someone else that LANDLORD has selected, and LANDLORD makes arrangements with third party direct. LANDLORD agrees that they shall pay third party direct and shall indemnify and hold BROKER harmless for payment and work or repair of same.

15. FEE: BROKER shall be entitled to a rental commission from all rent monies collected and shall retain any charges deemed "additional rent" or fees in the lease agreement.

LONG TERM RENTALS: In the event there is a long term lease entered into (6 months or longer), furnished or unfurnished, the fee will be 15% of rents received per month. LANDLORD agrees to pay a leasing fee each time the property is leased of \$250.00. If the tenant(s) remain for any additional terms or time periods after the initial term the fee shall be the aforementioned monthly minimum and LANDLORD agrees to pay a lease renewal fee of \$175.00 each time the lease is renewed.

ADVERTISING: BROKER will pay the cost of advertising for the first 30 days the property is available for rent. If the property does not rent within the first 30 days the LANDLORD will be responsible for advertising costs thereafter. LANDLORD agrees that BROKER may, at BROKER'S sole discretion, install a "For Rent" sign on the property.

16. LANDLORD agrees to pay BROKER according to the above schedule during the tenant(s) continuing occupancy together with any renewals or extensions thereof or for any new lease or rental between the parties.

17. PROCEEDS: BROKER shall send LANDLORD the proceeds collected from the rental of property minus the rental commission, fees and any costs and expenses provided for in this agreement. It is understood that no funds will be released until such time as monies have cleared the BROKER'S bank. Funds are disbursed once a month by BROKER and funds shall be paid by the 15th of the month or when tenant(s) funds have cleared BROKER'S account(s), which ever is later. In the event a prospective Tenant places a good faith or holding deposit with BROKER and fails to take possession, said deposit or portion thereof, if retained, shall be disbursed 50% to LANDLORD and 50% to BROKER. BROKER retains the sole and exclusive right to refund this deposit to prospective Tenant in full or part upon the advice of BROKER'S legal counsel and LANDLORD agrees to hold BROKER harmless for same.

18. NOTICES: Whenever any notice is required in this agreement or desire to communicate formally or legally by LANDLORD to BROKER, notice must be in writing and mailed certified or return receipt requested to the address as indicated hereafter, and deemed delivered upon actual physical receipt thereof, not date of mailing.

19. SAFETY REQUIREMENTS: LANDLORD agrees that BROKER has authorization to install, replace or upgrade Fire / Safety equipment as is necessary. Yearly checks of smoke detectors and/or fire extinguishers will be required at the LANDLORD'S expense. Other Fire / Safety equipment may be necessary for buildings with more than four units. LANDLORD hereby authorizes BROKER to act on their behalf in the inspection and installation of said items per City, County and State guidelines.

FACSIMILE SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY FACSIMILE AND SUCH FACSIMILES SHALL BE BINDING AS IF ORIGINALS.

IMPORTANT NOTICE

IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING ACT, Please do not ask or expect us to place any restrictions on your property based on a prospective tenant(s) racial, religious, handicap, sex, national origin or familial status. FEDERAL AND STATE LAWS prohibit us from placing any such restrictions on the properties we handle for rent.

EXECUTED this 7th day of August, 2006

Ten O'Brien
LANDLORD

Yvette S. Halpern
BROKER OR AGENT OF BROKER

LANDLORD

Application



7431

Tree Permit Application

Date: 5-22-2015

Please Clearly Print All Information unless indicated otherwise.

Tree Address 1025 Catherine St.
Cross/Corner Street Watson St.
List Tree Name(s) and Quantity 1 Palmdana
Species Type(s) check all that apply () Palm (X) Flowering () Fruit () Shade () Unsure
Reason(s) for Application:
☒ REMOVE ☒ Tree Health ☒ Safety () Other/Explain below
() TRANSPLANT () New Location () Same Property () Other/Explain below
() HEAVY MAINTENANCE () Branch Removal () Crown Cleaning/Thinning () Crown Reduction
Other/Explain The tree dropped a huge limb on the street recently. It's hard to look at the rest of this sprawling canopy without being concerned. The neighbors are scared to death of the tree. I think we can say it's a hazard.
Reason for Request
Property Owner Name Erica Bell Estate of Teri Obrecht
Property Owner eMail Address
Property Owner Mailing Address 11 Park Place #606
Property Owner Mailing City New York City **State** NY **Zip** 10007
Property Owner Phone Number (305) 296-2594 (at home)
Property Owner Signature

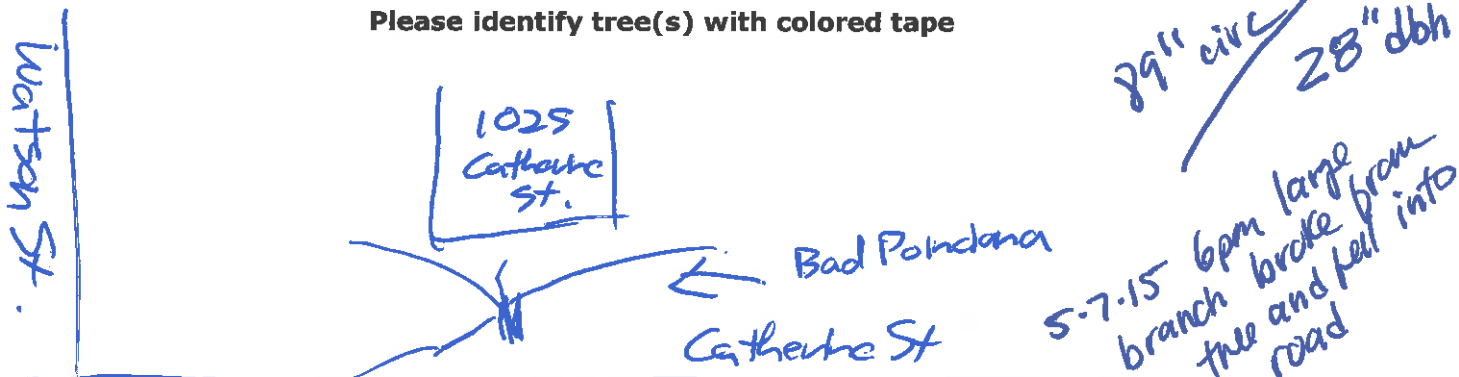
Representative Name Kenneth King
Representative eMail Address
Representative Mailing Address 1602 Laurel
Representative Mailing City Ka. West **State** FL **Zip** 33040
Representative Phone Number (305) 296-8101

NOTE: A Tree Representation Authorization form must accompany this application if someone other than the owner will be representing the owner at a Tree Commission meeting or picking up an issued Tree Permit.

Tree Representation Authorization form attached ()

<<<<< Sketch location of tree in this area including cross/corner Street >>>>>

Please identify tree(s) with colored tape



If this process requires blocking of a City right-of-way, a separate ROW Permit is required. Please contact 305-809-3740.



Tree Representation Authorization

Date: _____

Attendance at the Tree Commission meeting on the date when your request will be discussed is necessary in order to expedite the resolution of your application. This **Tree Representation Authorization** form must accompany the application if the property owner is unable to attend or will have someone else pick up the Tree Permit once issued.

Please Clearly Print All Information unless indicated otherwise.

Tree Address 1025 Catharine St.

Property Owner Name ERICA Bell - ESTATE of Teri Obrecht

Property Owner eMail Address _____

Property Owner Mailing Address 11 Park Place # 606

Property Owner Mailing City New York City State NY Zip 10007

Property Owner Phone Number () - -

Property Owner Signature _____

Representative Name Kenneth King

Representative eMail Address _____

Representative Mailing Address 1602 Lakeland St.

Representative Mailing City Key West State FL Zip 33040

Representative Phone Number (305) 296 - 8101

I ERICA Bell, hereby authorize the above listed agent(s) to represent me in the matter of obtaining a Tree Permit from the City of Key West for my property at the tree address above listed. You may contact me at the telephone listed above if there are any questions or need access to my property.

Property Owner Signature [Signature] RULAN MATER ATTORNEY IN KEY WEST
AGENT FOR OWNER

The forgoing instrument was acknowledged before me on this 13 day May 2015.

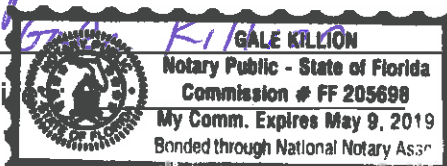
By (Print name of Affiant) Robin Van Mater who is personally known to me or has produced _____ as identification and who did take an oath.

NOTARY PUBLIC

Sign Name: Gale Killion Notary Public - State of Florida (seal)

Print Name: GALE KILLION

My Commission Expires May 9, 2019



Karen DeMaria

From: Mary O'Connor <pm-asst@athomekeywest.com>
Sent: Tuesday, May 12, 2015 11:16 AM
To: Karen DeMaria
Subject: RE: 1025 Catherine St -- email from Karen DeMaria re the tree

Karen,

We had Ken King from Golden Bough out there last night and he was getting rid of the downed stuff, and we discussed some further heavy maintenance on the tree. He was going to be pulling a heavy maintenance permit to take care of that limb that is really in danger of coming down. I have left a message for him this morning to see where he is at with that. I wanted you to be assured that we are working on it.

Thank you
Mary

Mary O'Connor
Assistant Property Mgr.
305-296-2594 x235



www.propertymanagementinkeywest.com

From: Karen DeMaria [<mailto:kdemaria@cityofkeywest-fl.gov>]
Sent: Monday, May 11, 2015 3:55 PM
To: propptymgr@athomekeywest.com
Cc: propertymgr@athomekeywest.com
Subject: 1025 Catherine St

Trish:

I hear that you are the property manager for 1025 Catherine St. A large royal Poinciana tree lost a large branch into the road last week. We need to discuss what to do about the tree. Whether major maintenance is done to the tree or removal, a permit is required (emergency process). Let me know what your thought are.

Sincerely,

Karen

Karen DeMaria
Urban Forestry Manager/Tree Commission
Certified Arborist
305-809-3768