

STAFF REPORT

DATE: June 2, 2016

RE: **724 Truman Avenue (permit application # T16-7991)**

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

An application was received requesting the removal of **(1) Strangler Fig tree**. A site inspection was done on May 27, 2016 and documented the following:

Tree Species: Strangler Fig (*Ficus aurera*)











Diameter: 77"

Location: 40% (close to existing building, growing on top of an old, abandoned pool and deck area, ground very soft and squishy)

Species: 100% (on protected tree list)

Condition: 70% (good health, sprawling tree)

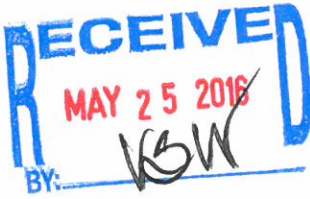
Total Average Value = 70%

Value x Diameter = 53.9 replacement caliper inches

Existing building to be demolished and a new building to be constructed in the same footprint. This area is part of the St. Mary school grounds. Tree and old pool to be removed and ground area stabilized for use by the school kids.

Recommendation: Recommend approval of the removal of one (1) Strangler Fig tree at 724 Truman Avenue to be replaced with 53.9 caliper inches of dicot or fruit trees from approved list, FL#1, to be planted on site.

Application



7991

Tree Permit Application

Date: _____

Please Clearly Print All Information unless indicated otherwise.

Tree Address 1010 Windsor Ln 724 Truman Ave
Cross/Corner Street Truman Ave
List Tree Name(s) and Quantity 1 Ficus - Strangler
Species Type(s) check all that apply () Palm () 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 _____

Reason for Request _____

Property Owner Name Basilica at St Mary's
Property Owner eMail Address Peter@lcamco.com
Property Owner Mailing Address 1010 Windsor Ln
Property Owner Mailing City Key West **State** FL **Zip** 33040
Property Owner Phone Number () _____
Property Owner Signature [Signature]

Representative Name Cynthias Blue Palms, LLC
Representative eMail Address CynthiasbluePalms@gmail.com
Representative Mailing Address 1006 17th Terrace
Representative Mailing City Key West **State** FL **Zip** 33040
Representative Phone Number (305) 747-2142

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

77" dbh

S = 100

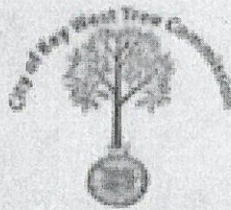
C = 70%

L = 40

$210 \div 3 = 70\%$

= 54" caliper

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



Tree Permit Application

Date: _____

Please Clearly Print All Information unless indicated otherwise.

Tree Address 1010 Windsor Ln. 724 Truman Ave
Cross/Corner Street TRUMAN AVE.
List Tree Name(s) and Quantity 1 FIGUS
Species Type(s) check all that apply () Palm () 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 tree is growing in abandoned pool at gymnasium rear
tree is approx. 15-20 yrs in age & seed grown (epiphytic)
Reason for Request Gymnasium has been condemned / must be demolished
for safety. Due to trees close proximity & future viability removal is
NECESSARY.

Property Owner Name _____
Property Owner eMail Address _____
Property Owner Mailing Address _____
Property Owner Mailing City _____ State _____ Zip _____
Property Owner Phone Number (____) _____
Property Owner Signature _____

Representative Name _____
Representative eMail Address _____
Representative Mailing Address _____
Representative Mailing City _____ State _____ Zip _____
Representative Phone Number (____) _____

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 ()

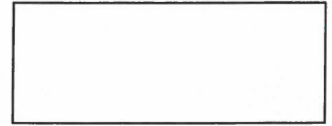
<<<<< Sketch location of tree in this area including cross/corner Street >>>>>

Please identify tree(s) with colored tape

Virginia

Rear Parking Lot	Gym	Pool/tree
St. Marys Church	TRUMAN	

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: 5/25/16

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 1010 Windsor Ln / 724 Truman Ave

Property Owner Name Basilica at St Mary's

Property Owner eMail Address 1010 ~~Windsor~~ Windsor Ln

Property Owner Mailing Address 1010 Windsor Ln

Property Owner Mailing City Key West State FL Zip 33040

Property Owner Phone Number () - -

Property Owner Signature [Signature]

Representative Name Cynthia Blue Palms LLC

Representative eMail Address Cynthiasbluepalms@gmail.com

Representative Mailing Address 1006 11th Terrace

Representative Mailing City Key West State FL Zip 33040

Representative Phone Number (305) 747-2142

I Peter Batty, 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 is there is any questions or need access to my property.

Property Owner Signature [Signature]

The forgoing instrument was acknowledged before me on this 25th day May, 2016

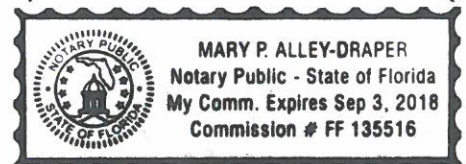
By (Print name of Affiant) Peter Batty who is personally known to me or has produced [Signature] as identification and who did take an oath.

NOTARY PUBLIC

Sign Name: Mary P. Alley-Draper Notary Public - State of Florida (seal)

Print Name: Mary P. Alley-DRAPER

My Commission Expires:



Karen DeMaria

From: Karen DeMaria
Sent: Wednesday, May 25, 2016 3:02 PM
To: Peter Batty; 'Cynthia'
Subject: Basilica at St Mary's Tree application
Attachments: TEMPLATE-Tree Representation Authorization Form-20140222.pdf

Peter and Cynthia:

✓ I need a copy of a document that shows that Peter is authorized to sign on behalf of the church for the tree application and the letter of authorization that was recently submitted. Usually Father Baker signs or we get signatures from the Archbishop of Miami. The property owner or a representative must sign the letter of authorization giving approval for Cynthia Dommench-Coogle to represent the property and the trees. I have attached a blank copy of the letter of authorization form.

✓ According to the property appraiser's office, it appears that the proposed work is actually for property on 724 Truman Avenue which incorporates the school, auditorium and gym. I will be changing the address on the forms unless I hear otherwise from you.

I will be doing site work on Friday morning and will need access to the trees. Do I need to make arrangements with someone to be on the grounds Friday morning to inspect the tree to be removed and to take a quick look at the trees to be transplanted? If so, who should I check with? Also, where are the transplanted trees going to be planted on the property? Please provide a new location map showing where they will be going.

Sincerely,

Karen

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

BUILDING MAINTENANCE AND JANITORIAL SERVICE AGREEMENT

This Agreement is made on 15th day of April, 2011, between **Saint Mary Star of the Sea**, of 1010 WINDSON LN., City of Key West, County of Monroe, State of Florida, hereinafter called "Owner," and **ICAMCO, INC.**, of 3085 SCASOZ DR., City of Key West, County of Monroe, State of Florida, hereinafter called "Contractor."

RECITALS

WHEREAS, The Archdiocese of Miami owns the property commonly referred to as 724 Truman Avenue and 730 Truman Avenue, said property being more particularly described on the attached Exhibit "A" (hereinafter "Property"); and,

WHEREAS, Owner operates the Property on behalf of the Archdiocese of Miami; and,

WHEREAS, Owner would like to hire Contractor to perform certain building maintenance and janitorial services for the Property.

NOW THEREFORE, in consideration of the mutual covenants contained in this agreement, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor agree as follows:

Section I. Services to Be Performed

Contractor will perform for Owner, in a good and workmanlike manner and subject to the provisions of this agreement, the services set forth in detail in Exhibit "B," attached, on the Property, which is used as a church and school. To effectuate the provisions of this section, Contractor will hire one (1) new supervisor as an employee of ICAMCO who will supervise and manage the employees as of the date of this Agreement. Contractor's supervisory personnel will regularly inspect the Property and the work done by Contractor's employees and will exercise complete authority over all such employees.

Section II. Labor and Equipment

Contractor will furnish all labor, equipment, and materials necessary to the performance of its duties and services described on the attached Exhibit "B," but Contractor will invoice Owner for the reasonable cost of labor, supplies and materials. Owner shall reimburse Contractor for the cost of reasonable labor, supplies and materials within ten (10) days of receiving an invoice for same. Contractor shall maintain accurate records of all monies disbursed in connection with the services provided herein and such records shall be open for inspection by Owner at all reasonable times.

Contractor will use some of its own equipment for the performance of the duties set forth herein; provided however, Contractor will not charge Owner for said use of the equipment. Contractor may use such equipment or materials provided by Owner as is necessary to the careful performance of its duties, but, should such equipment or materials be lost, damaged, or destroyed, Contractor will reimburse Owner for its replacement with equipment and materials of equal value and for costs and expenses incident to such replacement.

All employees currently working for Owner to perform the duties described herein shall be hired by Contractor. In the event Owner believes that Contractor should hire more employees to perform additional services requested by Owner, Contractor shall hire more employees. In the event Owner believes Contractor can perform the services set forth herein with fewer employees, Owner shall inform Contractor of the foregoing and Contractor will eliminate employees to the extent necessary. Notwithstanding Owner's input on the hiring and firing of employees, Owner shall not be liable for any claims made by employees as a result of the hiring and firing. Additionally, Contractor shall perform background checks on all employees prior to employment as required by Owner, as well as the school operated by Owner. In addition to performing the standard background checks, Contractor will assure that the employees will have successfully participated in the Archdiocesan "Protecting God's Children" programs before employment. Each employee shall also be required to have a background check every five years of employment. The cost for all background checks shall be borne by Contractor. Contractor shall be completely responsible for all aspects regarding the employees.

Contractor is given the right to institute minor repairs to the Property without the consent of Owner. In the event Contractor determines that a repair is necessary, but Contractor believes that a subcontractor will be needed to perform the repair, Contractor shall inform Owner immediately. In the event a subcontractor is required for any repairs, Owner may choose the subcontractor and said subcontractor shall bill Owner directly for the repair work and Contractor will not be paid any fees related to said subcontractor's work.

Contractor will promptly notify Owner of any violations of any requirements of any statute, ordinance, law or regulation of any governmental body or any public authority or governmental official having jurisdiction. Contractor shall promptly take all actions necessary to cure such violations and to prevent any civil or criminal liability from being imposed.

Owner expressly withholds from Contractor any power or authority to make any structural changes in any building or to make any other major alterations or additions in or to any such building or equipment in any such building, or to incur any expense chargeable to Owner other than expenses related to exercising the express powers above vested in Contractor without the prior written direction of Owner (or any party that Owner shall direct), except for emergency repairs that may be required because of danger to life or property, or that are immediately necessary for the preservation and safety of the Property or the safety of the occupants of the Property, or that are required to avoid the suspension of any necessary service to the Property.



Section III. Time of Work

Contractor will perform its duties during the hours of _____ on a _____ basis[*specification of time interval*]]. In any event, Contractor will perform in such manner as to avoid inconvenience to the users of the premises and interference with Owner's operations.

Section IV. Compliance with Law

Contractor will secure all permits required to perform duties and will comply with all applicable Workers' Compensation, employer's liability, and other federal, state, county and municipal laws, ordinances, rules and regulations.

Section V. Indemnification of Owner

Contractor will indemnify Owner against all liability, demands, claims, suits, losses, damages, causes of action, fines or judgment including costs, attorneys' and witnesses' fees and expenses incident thereto for injuries (including death) to persons or property arising out of or in connection with Contractor's performance of its duties under this agreement, unless caused by the gross negligence or willful misconduct of Owner. Owner will give Contractor prompt written notice of any such demand, claim or suit against it, and Contractor shall have the right to compromise or defend the same to the extent of its own interest. The provisions of this Section shall survive the termination of this Agreement. Contractor acknowledges that the Property is used as a church and school; therefore, Contractor shall keep the Property in proper condition to operate the church and school.

Section VI. Insurance

During the term of this agreement, Contractor will carry and maintain in full force insurance of the following types and minimum amounts with such company or companies as are acceptable to Owner, insuring Contractor while it is performing its duties under this agreement:

Liability Insurance (Bodily Injury and Property Damage)	\$1,000,000 each person, \$1,000,000 each accident
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Workers' Compensation	\$1,000,000 each accident, minimum full statutory limit.
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Contractor agrees that: (a) Owner may inspect such policies at any time; (b) Contractor will cause such policies to be properly endorsed to provide that the insurance company or companies will give to Owner thirty (30) days' written notice of termination, alteration or change of the policies; (c) Contractor will cause the insurance company or companies to furnish Owner with certificates of such policies detailing the coverage, such certificates to be delivered to Owner concurrently with execu-

tion of this agreement by Contractor; and (d) Owner may, in writing, designate higher or lower limits for such insurance, and Contractor will procure and maintain in full force such insurance in the amount so designated. Owner and the Archdiocese of Miami shall be named as additional insured on all policies.

Section VII. Termination

If Contractor does not obtain the insurance described in Section VI or if Owner does not receive at the time specified the required insurance certificates, or if the above-described insurance is terminated, altered or changed in a manner not acceptable to Owner, this agreement may be terminated by Owner, without penalty, with written notice to Contractor. Additionally, Owner may terminate this Agreement without cause with thirty (30) days written notice to Contractor. Contractor may terminate this Agreement by giving Owner one hundred eighty (180) days written notice to Owner. In the event of termination, Contractor agrees to cooperate with Owner in the transition of employees back to Owner's payroll and turnover of all of Owner's records, supplies and equipment in Contractor's possession.

Section VIII. Payment of Contractor

Owner will pay Contractor an amount which is equal to twenty percent (20%) of the gross payroll (including taxes, insurance, FICA/FUTA/SUTA, as well as all administration charges of Contractor's paycheck servicing company) for the employees performing services solely on the Property. Contractor will provide Owner with proof (written documentation) of the amount of gross payroll for each month. The foregoing proof (written documentation) shall be provided by Contractor's paycheck servicing company. Owner shall pay Contractor within ten (10) days of receipt of Contractor proof of the gross payroll, which Contractor shall provide on the 15th and 30th of each month.

Section IX. Duration of Agreement

This agreement terminates all prior agreements, written or oral, between the parties concerning the same services as of its effective date. It shall become effective on the date of execution hereof and shall continue until terminated by either party as set forth in Section VII.

Section X. Assignment

This agreement may not be assigned by the Contractor without the prior written consent of the Owner.

Section XI. Suspension

Without affecting any right of termination set forth in this agreement, either party may suspend this agreement at any time because of strike of its personnel, war, declaration of a state of national emergency, acts of God or public enemy, or other cause beyond the control of such party, by giving the



RB.

other party written notice of suspension and the reason for the same.

Payments to be made and services to be rendered under this agreement shall not become due during a period of suspension. Owner may secure the services provided under this agreement from another source during any period in which Contractor suspends performance under this agreement.

Section XII. Notice

A party giving notice as provided for by this agreement shall send such notice by United States mail, postage prepaid, to the address of the other party which is set forth immediately before Section I, or to such other addresses as the party shall designate in writing.

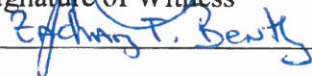
Section XIII. Miscellaneous

It is expressly agreed by the parties that:

- a. The parties have entered into this Agreement without any inducements, representations, statements, warranties or agreements made by either party other than those expressly stated in this Agreement.
- b. This Agreement embodies the entire understanding of the parties with respect to the subject matters stated in this Agreement, and there are no other understandings or undertakings related to the within subject matters. This Agreement may be modified only by a written agreement signed by the parties.
- c. The provisions of this Agreement are severable, and to the extent that any provision of this Agreement is determined by court order, law or rule to be invalid, such invalidity shall in no way affect nor invalidate the other provisions of this Agreement.
- d. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- e. With respect to any and all disputes under or relating to this Agreement, the parties consent to the exclusive jurisdiction and venue of the courts of Monroe County, Florida.

In witness, the parties have executed this agreement this ____ day of April, 2011.


Signature of Witness


Edna T. Benty

SAINT MARY STAR OF THE SEA

By:


Its:


Baker

Printed Name of Witness

Signature of Witness

Printed Name of Witness


Signature of Witness
Gregory J. Bently
Printed Name of Witness

Signature of Witness

Printed Name of Witness

ICAMCO, INC.

By: 
Its: present

EXHIBIT B
Services to be Provided

The contractor will develop with the owner the list of services and expectations for the proper maintenance of Saint Mary Star of the Sea Parish and Mary Immaculate Star of the Sea School properties in the first year of this contract. This shall be accomplished by monthly meetings between the two parties. (If need be, weekly meetings.)

A handwritten signature in blue ink, appearing to be a stylized 'K' or similar mark.A handwritten signature in blue ink, appearing to be 'J.S.' followed by a horizontal line.



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Website tested on IE8, IE9, & Firefox.
Requires Adobe Flash 10.3 or higher

The offices of the Property Appraiser will be closed Monday the 30th for
Memorial Day.

Property Record Card -
Maps are now launching the new map application version.

Alternate Key: 1030775 Parcel ID: 00030020-000000

Ownership Details

Mailing Address:

COLEMAN F CARROLL ARCH-BISHOP OF ARCHDIOCESE
9401 BISCAYNE BLVD
MIAMI SHORES, FL 33138-2970

Property Details

PC Code: 72 - SCHOOLS, COLLG. PRIV. (PC/LIST)

Millage Group: 10KW

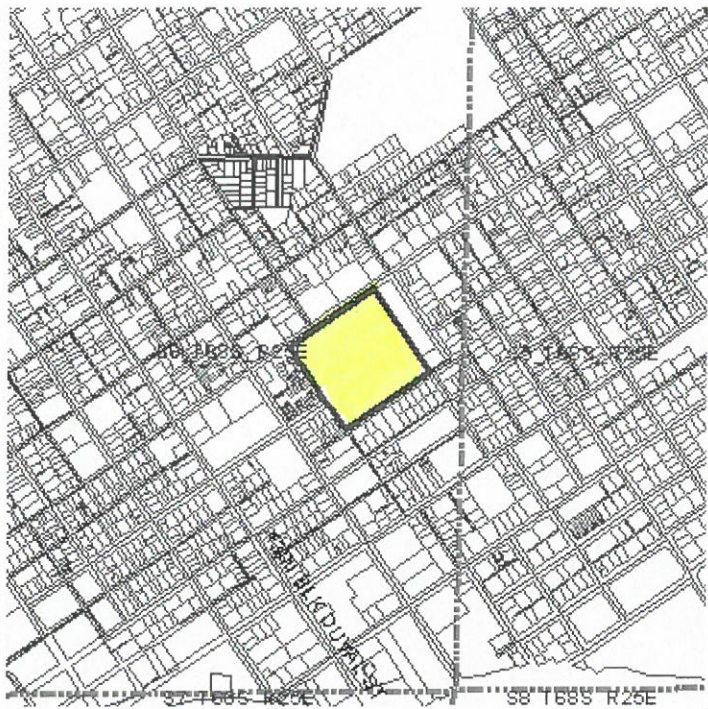
Affordable Housing: No

Section-Township-Range: 06-68-25

Property Location: 724 TRUMAN AVE KEY WEST

Legal Description: KW PT OF TR 12 OR498-1009

Click Map Image to open interactive viewer



Exemptions

Exemption	Amount
10 - RELIGIOUS	29,626,845.00

Land Details

Land Use Code	Frontage	Depth	Land Area
100E - COMMERCIAL EXEMPT	578	606	8.07 AC

Building Summary

Number of Buildings: 7
 Number of Commercial Buildings: 7
 Total Living Area: 47969
 Year Built: 1957

Building 1 Details

Building Type
 Effective Age 21
 Year Built 1969
 Functional Obs 0

Condition A
 Perimeter 360
 Special Arch 0
 Economic Obs 0

Quality Grade 400
 Depreciation % 26
 Grnd Floor Area 7,200

Inclusions:

Roof Type
 Heat 1
 Heat Src 1

Roof Cover
 Heat 2
 Heat Src 2

Foundation
 Bedrooms 0

Extra Features:

2 Fix Bath 0

Vacuum 0



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Website tested on IE8, IE9, & Firefox.
Requires Adobe Flash 10.0 or higher

The offices of the Property Appraiser will be closed Monday the 30th for Memorial Day.

Property Record Card - Maps are now launching the new map application version.

Alternate Key: 1030791 Parcel ID: 00030040-000000

Ownership Details

Mailing Address:
WENSKI THOMAS G ARCHBISHOP OF ARCHDIOCESE OF MIAMI
9401 BISCAYNE BLVD
MIAMI SHORES, FL 33138-2970

Property Details

PC Code: 71 - CHURCHES
Millage Group: 10KW
Affordable Housing: No
Section-Township-Range: 06-68-25
Property Location: 730 TRUMAN AVE KEY WEST
1010 WINDSOR LN KEY WEST
Legal Description: KW TROPICAL SUB PB 1-37 LOTS 1 TO 10 SQR 1 TR 12 G60-100/101 UU-71 OR880-1739Q/C

