

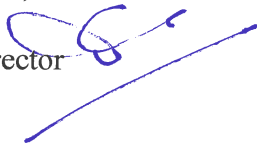
Staff Report

THE CITY OF KEY WEST
PLANNING BOARD
Staff Report



To: Chair and Planning Board members

From: Kevin Bond, AICP, LEED Green Associate, Planner II

Through: Donald Leland Craig, AICP, Planning Director 

Meeting Date: July 24, 2014

Agenda Item: **Major Development Plan, Conditional Use & Landscape Waivers – 1001 James Street (RE # 00001700-000000; AK # 1001767)** – A request for major development plan, conditional use and landscape waiver approvals for the renovation of property located within the Historic Residential Commercial Core – Key West Bight (HRCC-2) Zoning District pursuant to Section 108-91.A.2.(b) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida

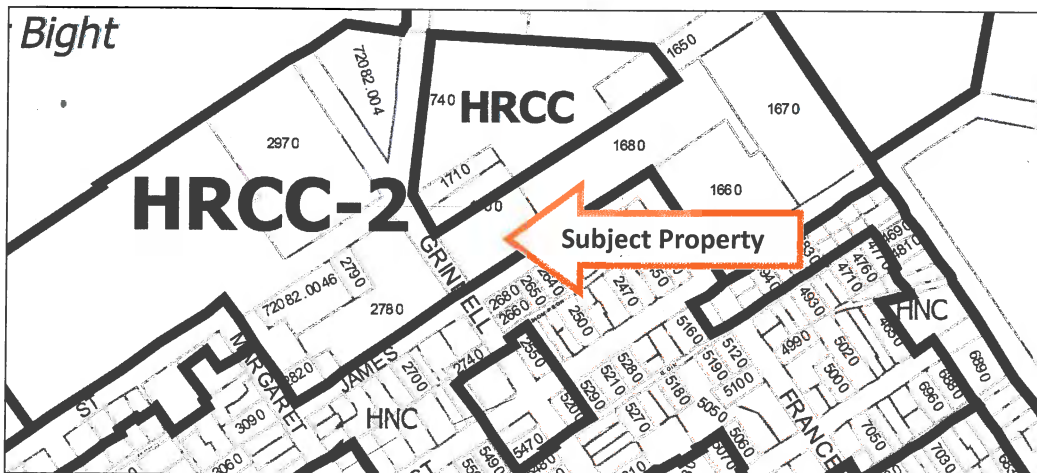
Request: Major development plan approval for the reconstruction of 2,500 or greater of gross floor area, conditional use approval for the modification and continuation of public utility and parking lot uses, and landscape waiver approval for the reduction of required landscaping associated with the proposed renovation of the Keys Energy office building.

Applicant: Bender & Associates Architects, P.A.

Property Owner: The Utility Board of the City of Key West

Location: 1001 James Street (RE # 00001700-000000; AK # 1001767)

Zoning: Historic Residential Commercial Core – Key West Bight (HRCC-2)



Background:

The Utility Board of the City of Key West, doing business as Keys Energy Services, is the City’s public electricity utility. Keys Energy proposes a complete renovation of their existing office building and parking lot, including demolition of additions to the building and flood-proofing of the first floor. The proposed parking lot renovation would eliminate or reduce existing nonconformities, such as the removal of parking spaces along James Street that currently require vehicles to back into the street, and the increased provision of landscaped open space. The continuous curb cut along James Street would be eliminated and new driveways, sidewalks and landscaping would be provided. The existing shared driveway on Grinnell Street would be reconfigured to provide two separate driveways: the existing driveway to the adjacent residential condominiums and a new driveway to the Keys Energy parking lot.

In order to allow the proposed development, several development approvals would be necessary:

- Major Development Plan review is required due to the reconstruction of more than 2,500 square feet of gross floor area, pursuant to Section 108-91.A.2.(b) of the Land Development Regulations (LDRs) of the Code of Ordinances (the “Code”) of the City of Key West (the “City”).
- Conditional use review is required for public and private utilities within the HRCC-2 Zoning District, pursuant to City Code Section 122-718(8).
- Waivers to reduce landscaping requirements pursuant to City Code Section 108-517.

Additionally, an easement would be required in order to replace and maintain the existing encroachments into the Grinnell Street right-of-way consisting of a concrete roof canopy on the south side of the building and metal sun shades mounted on the west side of the building.

Surrounding Zoning and Uses:

Surrounding properties are located within the HRCC-2, Historic Medium Density Residential (HMDR) and Historic Residential Commercial Core (HRCC) Zoning Districts. Surrounding uses include single-family residential to the south, multi-family residential to the north, a hardware store and lumber yard to the east and a parking garage to the west. Zoning districts within 300 feet of the property are HMDR, HRCC, HRCC-2 and Historic Neighborhood Commercial – Old Town Northeast and Southeast (HNC-2). Other uses within 300 feet of the property include commercial stores, mixed-use developments, marina, parking lots and school board facilities.

Process

Development Review Committee (DRC):	June 5, 2014
Preliminary Tree Commission:	July 8, 2014
Planning Board:	July 24, 2014
HARC:	pending
Final Tree Commission:	pending
City Commission:	pending
DEO review	Up to 45 days, following local appeal period

Evaluation for Compliance with the Land Development Regulations (LDRs) and Comprehensive Plan

City Code Section 108-91.A.2.(b) requires the reconstruction of nonresidential floor area equal to or greater than 2,500 square feet to be reviewed as a Major Development Plan. City Code Section 108-196(a) states after reviewing a Major Development Plan or a Minor Development Plan for a property and staff recommendations therefor, the Planning Board shall act by resolution to approve, approve with conditions, or disapprove it based on specific development review criteria contained in the LDRs and the intent of the LDRs and comprehensive plan. The Planning Board resolution shall provide written comments documenting any conditions of approval that the Planning Board finds necessary to effectuate the purpose of Development Plan review and carry out the spirit and purpose of the Comprehensive Plan and the LDRs. If the Development Plan is recommended for disapproval, the Planning Board resolution shall specify in writing the reasons for recommending such denial. The Planning Board’s decision on a Major Development Plan in the historic district shall be advisory to the City Commission.

Planning staff, as required by Chapter 108 of the City LDRs, has reviewed the following for compliance with the City's LDRs and Comprehensive Plan as summarized in the following table.

Project Data Summary				
Dimensional Requirement	Required/ Allowed	Existing	Proposed	Change / Variance Required?
Zoning District	HRCC-2			
Flood Zone	AE-7			
Site size	34,605 SF; 0.79 acres			
Maximum density	Varies	None	None	None
Maximum floor area ratio	0.5	Not indicated	0.56	Nonconforming, but being reduced
Maximum height	35 feet	44’-4”	44’-4”	None; nonconforming
Maximum building coverage	50%	Not indicated	37.8%	Should be reduced; in compliance
Maximum impervious surface	60%	Not indicated	86.1%	Nonconforming, but being reduced
Minimum lot size	5,000 SF	34,605 SF	34,605 SF	None
Minimum lot width	50 feet	200 feet	200 feet	None
Minimum lot depth	100 feet	172.93 feet	172.93 feet	None
Minimum front setback (James St)	10 feet	13’-5”	13’-5”	None
Minimum side setback (west)	7.5 feet	0.07’ to nearest structure; 56’-10” to main building	0.07’ to nearest structure; 56’-10” to main building	None
Minimum rear setback (easement)	15 feet or 10 feet on alley	68’-8” to main building; 8 feet to garbage enclosure	68’-8” to main building; 8 feet to garbage enclosure	None, except new garbage enclosure

Project Data Summary				
Dimensional Requirement	Required/ Allowed	Existing	Proposed	Change / Variance Required?
Minimum street side setback (Grinnell St)	7.5 feet	0.42' to face of main building; 3.5' roof canopy encroachment	0.42' to face of main building; 3.5' roof canopy encroachment	None, but need easement for encroachments
Minimum vehicular parking	1 space per 300 SF gross floor area	46 on-site spaces, plus 50 spaces at adjacent parking garage = 96 spaces	30 on-site spaces, plus 5 scooter spaces and 50 spaces at adjacent parking garage = 80 spaces	-16 spaces (5 spaces less than 9' wide); +5 scooter spaces
Minimum handicap parking	2 spaces	2 on-site spaces	3 on-site spaces	+1 space
Minimum bicycle parking	25% of vehicular spaces	5 spaces	17 spaces	+12 spaces
Minimum open space	20%	Not indicated	14%	Nonconforming, but being improved
Landscaping	Code Ch 108, Arts V & VI	See analysis	See analysis	Nonconforming, but being improved; waivers requested
Consumption area or number of seats		None	None	None

Concurrency Facilities and Other Utilities or Services (City Code Section 108-233)

Comprehensive Plan Objective 9-1.5 directs the City to ensure that public facilities and services needed to support development are available concurrent with the impacts of new development. The analysis considers potable water, sanitary sewer, solid waste, drainage, vehicle trip generation and recreation. Code Section 94-36 requires a concurrency review determination to be made concerning the proposed development. The Applicant provided a concurrency analysis as part of the Major Development Plan application. Staff reviewed the provided concurrency analysis following the criteria in Code Section 94-36 and determines that public facilities are expected to accommodate the proposed development at the adopted level of service (LOS) standards. This portion of the report shall serve as the required written determination of compliance.

1. Potable water supply

The potable water LOS standard for nonresidential uses is 650 gallons per acre per day, pursuant to City Code Section 94-68. The land area would remain the same and the floor area would decrease. Utilizing this LOS standard, potable water demand is estimated as follows:

Based on total acres of land area: $650 \text{ gal/acre/day} \times 0.79 \text{ acres} = 513 \text{ gal/day}$

Based on total acres of floor area: $650 \text{ gal/acre/day} \times [\text{not indicated, but being reduced}] \text{ acres} = [\text{not indicated, but being reduced}] \text{ gal/day}$

Therefore, the adopted potable water LOS standard is anticipated to be adequate to serve the proposed development. The property is currently serviced with potable water by the Florida Keys Aqueduct Authority (FKAA), which has been notified of the upcoming development and has available capacity to service the proposed development with the existing infrastructure currently in place.

2. Wastewater management

The sanitary sewer LOS standard for nonresidential uses is 660 gallons per acre per day, pursuant to City Code Section 94-67. The land area would remain the same and the floor area would decrease. Utilizing this LOS standard, sanitary sewer capacity demand is estimated as follows:

Based on total acres of land area: $660 \text{ gal/acre/day} \times 0.79 \text{ acres} = 524 \text{ gal/day}$

Based on total acres of floor area: $660 \text{ gal/acre/day} \times [\text{not indicated, but being reduced}] \text{ acres} = [\text{not indicated, but being reduced}] \text{ gal/day}$

Therefore, the adopted sanitary sewer capacity LOS standard is anticipated to be adequate to serve the proposed development.

3. Water quality

The property is served by the City's central sewer system. The property is not adjacent to any bodies of water. Therefore, no adverse impacts to water quality are anticipated.

4. Stormwater management / drainage

The stormwater management or drainage LOS standard pursuant to City Code Section 94-69 is: i) post-development runoff shall not exceed predevelopment runoff for a 25-year storm event, up to and including an event with a 24-hour duration; ii) onsite treatment of the first one inch of rainfall must be provided to meet water quality standards; and iii) storm water facilities must be designed so as to not degrade any receiving water body.

A drainage plan was submitted indicating that the existing stormwater management system would be improved and total impervious area would be reduced. Stormwater would be retained on-site through additional exfiltration trenches and vegetated swales. Therefore, no adverse impacts to stormwater management or drainage facilities are anticipated.

5. Solid waste

The solid waste LOS standard for nonresidential uses is 6.37 pounds per capita per day, pursuant to City Code Section 94-71. The proposed development is anticipated to have 65 employees. Utilizing this LOS standard, the demand for solid waste collection and disposal capacity is estimated as follows:

Proposed development: $6.37 \text{ lb/capita/day} \times 65 \text{ employees} = 414 \text{ lbs/day}$

According to the City's General Services Division, the contract with Waste Management (WM) accounts for a 20 year "window" for waste processing at the Wheelabrator Waste-to-Energy site.

There are other facilities in South Florida also owned by WM for continued use into the future. Therefore, the adopted solid waste LOS standard is anticipated to be adequate to serve the proposed development.

6. Roadways

The roadway LOS standard is set forth in City Code Section 94-72. Both Grinnell and James Streets would be classified as local roads with a LOS standard of D. The proposed development would result in a net reduction in total floor area and, therefore, a traffic study was not required. The proposed development is not anticipated to negatively affect the adopted LOS standard.

7. Recreation

The recreation LOS standard is five acres of recreation and open space per 1,000 permanent residents pursuant to City Code Section 94-70. According to the 2013 Comprehensive Plan Data and Analysis, the City is currently providing ample recreation and open space. The proposed development is nonresidential in nature and therefore would have no impact on the adopted recreation LOS standard.

8. Fire Protection

A life safety plan was submitted. Fire hydrant locations will be confirmed as required per the Fire Marshall's direction.

9. Reclaimed water system

Not proposed.

10. Other public facilities

Based on comments received from the DRC members, and based on the Applicant's concurrency analysis, all public facilities would be expected to accommodate the proposed development at the adopted LOS standards.

Appearance, design and compatibility (City Code Section 108-234)

The development plan shall satisfy criteria established in:

City Code Chapter 102 (historic preservation)

The property is located within the Key West Historic District, and the building is a contributing structure. Therefore, the proposed development would need to obtain a Certificate of Appropriateness from the Historic Architectural Review Commission (HARC) for the proposed exterior work, alterations and demolitions prior to issuance of building permits.

Articles III (site plan), IV (traffic impacts) and V (open space, screening and buffers) of City Code Chapter 108 (planning and development)

The proposed site plan is analyzed in greater detail below. Although a traffic study was not required due to the proposed reduction in total floor area, traffic impacts were found to be in compliance in the concurrency determination above. The open space provided would increase and new landscaping is proposed, although landscape waivers are requested as part of the development plan review.

City Code Section 108-956 (potable water and wastewater)

Potable water and wastewater were found to be in compliance in the concurrency determination above.

Article II (archaeological resources) of City Code Chapter 110 (resource protection)

There are no known archaeological resources on the property. If any archeological resources are discovered during construction, the Applicant would be required to comply with this article of the LDRs.

Site location and character of use (City Code Section 108-235)

- (a) *Compliance.* The submitted development plan has been reviewed for compliance with all applicable performance criteria set forth in Code Chapter 94 (concurrency management), Code Chapter 102 (historic preservation), Code Chapter 106 (performance standards), Articles I and III through IX of Code Chapter 108 (planning and development), Code Chapter 110 (resource protection) and Code Chapter 114 (signs).
- (b) *Vicinity map.* The property is situated at the northeast corner of James and Grinnell Streets.
- (c) *Land use compatibility.* Uses within 300 feet include single- and multi-family residential, mixed-use developments, a hardware store and lumber yard, a parking garage, parking lots, stores, hotels and other public land used by the School Board. No unincorporated parts of the county are located nearby, nor would any be impacted by the proposed development.
- (d) *Historic and archeological resource protection.* The project's impact on archaeological and historic resources is being coordinated through the DRC and would be reviewed by the HARC through a Certificate of Appropriateness.
- (e) *Subdivision of land.* No subdivision of land is proposed.

Appearance of site and structures (City Code Section 108-236)

The Applicant submitted a development plan that generally exhibits harmonious overall design characteristics in compliance with the performance standards stipulated in Code Sections 108-278 through 108-288, as analyzed below.

Site plan (City Code Section 108-237)

The Applicant submitted a site plan pursuant to City Code Section 108-237, which is analyzed in greater detail below.

Architectural drawings (City Code Section 108-238)

The Applicant submitted architectural drawings prepared by a professional architect registered in Florida pursuant to City Code Section 108-238.

Site amenities (City Code Section 108-239)

Proposed site amenities include improved driveway access and traffic flow, new ADA-accessible sidewalks, curb ramps, walkways, bicycle racks for up to 17 bicycles, scooter parking, outdoor lighting, screening of garbage and recycling containers and stormwater enhancements. This project also qualifies for the 1% set-aside for public art.

Site survey (City Code Section 108-240)

The Applicant submitted a site survey pursuant to City Code Section 108-240.

Soil survey (City Code Section 108-241)

Not applicable.

Environmentally sensitive areas (City Code Section 108-242)

No environmentally sensitive areas are located on or near the property, which is located within the AE-7 flood zone.

Land clearing, excavation and fill, tree protection, landscaping and irrigation plan (City Code Section 108-243)

- (a) *Land clearing, excavation and fill.* No land clearing, excavation or fill is proposed.
- (b) *Tree protection.* The City's Urban Forestry Manager and the Tree Commission are reviewing the proposed tree removal and transplantation.
- (c) *Landscaping plan.* The submitted plan indicates landscaping incorporated mostly around the north and south perimeters of the property. Landscaped open space would be increased above the existing amount. However, full compliance with all landscape buffer requirements of the LDRs is not possible due to existing site conditions. Waivers are requested as part of this application to reduce the required landscaping. No environmentally sensitive areas exist.
- (d) *Irrigation plan.* None provided.

On-site and off-site parking and vehicular, bicycle, and pedestrian circulation (City Code Section 108-244)

Parking is provided both on-site and off-site in the adjacent parking garage. Total on-site parking is proposed to be reduced from 96 to 80 vehicular spaces in order to accommodate the parking lot modifications, increased landscaping and open space and other site amenities. Fifty off-site vehicular spaces are provided in the parking garage. Bicycle parking would be increased from five to 17 spaces, and five scooter spaces are proposed. On-site ADA spaces would increase from two to three. The existing continuous curb cut along James Street would be eliminated, along with the parking spaces that required vehicles to back into the street, which is prohibited by the LDRs.

The Applicant proposes to add a new sidewalk and landscaping along James Street, although the exact layout is subject to City approval and may need more refinement. There may be an opportunity to reduce the proposed width of the sidewalk to accommodate more landscaping or on-street parking. Staff also believes pedestrian circulation could be improved on the south side of the building between the location of the building entrance, ramps and stairs, new driveways, scooter parking and the new sidewalk.

Housing (City Code Section 108-245)

There are no existing or proposed residential dwelling units on the property. The proposed development is nonresidential in nature and therefore should have no detrimental effect on hurricane evacuation.

Economic resources (City Code Section 108-246)

As public property, the proposed project would not yield ad valorem taxes. The estimated construction expenditure is \$5.2 million. The project is designed to accommodate 65 employees.

Special considerations (City Code Section 108-247)

- (a) The relationship of the proposed development to the City's land use plans, objectives and policies is being evaluated as part of this analysis. The relationship of the proposed development to public facilities was evaluated above and no conflicts were identified.
- (b) The project located within the historic district and the AE-7 flood zone.
- (c) No unincorporated portions of the county would be impacted by the proposed development.
- (d) The project does not front a shoreline, so shoreline access would not be impeded.
- (e) No special facilities are proposed to accommodate bus ridership, although bus routes run along Grinnell Street. The property is served by bus stops for all bus routes at Grinnell and Caroline Streets, and Eaton and White Streets. The Lower Keys shutter runs along Eaton Street with the closet stop at Eaton and White Streets.
- (f) The application states design features would be incorporated to reduce energy consumption, but no details were provided.
- (g) There is no area between the bottom floor and grade.
- (h) No on-site recreation facilities are existing or proposed.
- (i) Coordination with applicable agencies is being facilitated through the DRC.
- (j) No wetlands or submerged land would be impacted.

Construction management plan and inspection schedule (City Code Section 108-248)

No construction management information was submitted. A detailed construction schedule was submitted.

Truman Waterfront Port facilities (City Code Section 108-249)

Not applicable.

Site plan (City Code Chapter 108, Article III)

The City shall not approve a site plan unless a finding is made that such site plan conforms to all applicable sections of the LDRs, pursuant to City Code Section 108-276, as analyzed below.

Site location and character of use (City Code Section 108-277)

The proposed development involves the renovation of an existing historic building that would help ensure its continued preservation and use by the City. The existing uses would be continued are permitted and conditional uses within the HRCC-2 Zoning District.

Appearance of site and structures (City Code Section 108-278)

The project involves the renovation of the historic office building including complete interior renovation, first floor flood-proofing, removal of non-historic additions to the original building and restoration of the building facade. The parking lot and site would also be upgraded by the removal of the nonconforming continuous curb cut along James Street, driveway reconfigurations, increased landscaping and open space and increased stormwater management. All work would be in compliance with the City's historic architectural guidelines and the Secretary of the Interior's Standards. The project also proposes a new sidewalk on the north side of James Street, where none currently exists, and that would improve pedestrian circulation.

Location and screening of mechanical equipment, utility hardware and waste storage areas (City Code Section 108-279)

Existing mechanical equipment, utility hardware and waste storage areas that are currently not screened would be brought into compliance with the LDRs by the addition of new screening and enclosures.

Front-end loaded refuse container location requirements (City Code Section 108-280)

The City is coordinating the location and type of refuse containers through the DRC and with Waste Management to ensure adequate service access. An enclosure and new landscaping are indicated on the plans to help screen the trash collection area from adjacent property. The plans should specify the height and materials of the enclosure to ensure compliance with City Code Section 108-280.

Roll-off compactor container location requirements (City Code Section 108-281)

None proposed.

Utility lines (City Code Section 108-282)

No new utility lines are proposed.

Commercial and manufacturing activities conducted in enclosed buildings (City Code Section 108-283)

None proposed.

Exterior lighting (City Code Section 108-284)

New exterior lighting is proposed in the parking lot and mounted to the building. Manufacturer's cut sheet for all light fixtures should be submitted by the Applicant to ensure that all lights would be properly shielded to prevent glare onto adjacent properties. Lighting would be provided within all parking areas, along all sidewalks and walkways. The property is also served by existing street lights.

Signs (City Code Section 108-285)

The plans indicate the existing building-mounted sign on the south James Street side would be refurbished. The plans do not indicate the existing building-mounted sign on the north side on the existing or proposed plans, so it is unclear what is proposed. A building permit and a certificate of appropriateness would be required for the replacement of any signs, which must comply with City Code Chapter 114 and the Historic Architectural Guidelines.

Pedestrian sidewalks (City Code Section 108-286)

Walkways are proposed adjacent to the north and south building exterior. ADA accessible ramps would be provided for both north and south building entrances. A new sidewalk along the north side of James Street is proposed, where none currently exists. As mentioned above, pedestrian circulation could be improved near the James Street entrance on the south side of the building. For example, marked pedestrian crossings could be provided across the new driveway / aisle near the drop boxes between the new sidewalk on James Street and the ramps/stairs to the building entrance.

Loading docks (City Code Section 108-287)

A new loading space is proposed near the existing loading docks on the property to the east side of the building.

Storage areas (City Code Section 108-288)

No exterior storage areas are proposed.

Land clearing, excavation or fill (City Code Section 108-289)

No work would impact a floodplain or a conservation area. A proposed stormwater management would address drainage and runoff from the site. Vegetation removal is being reviewed by the Urban Forestry Manager and the Tree Commission.

Landscaping (Code Chapter 108, Article VI)

A landscape plan is required as part of development plan review, pursuant to City Code Section 108-411. The submitted plan indicates new landscaping mainly around the perimeter of the property and adjacent to the parking lot. Overall landscaped open space would be increased. However, full compliance with all landscaping requirements of the LDRs is not possible due to existing site constraints or without eliminating addition parking spaces. The Applicant is requesting modifications and waivers, pursuant to City Code Section 108-517, as outlined in the table below.

Landscaping Waiver Summary				
Landscaping Type	Minimum Required	Existing	Proposed	Change/Waiver
Land use buffer (Sec. 108-347)	Type B adjacent to multifamily uses; Type C adjacent to single-family residential uses	Most existing trees to be removed or relocated	Buffer type and plant units not indicated	Modification requested
Minimum landscaping requirement (Sec. 108-412)	20%	Not indicated	14%	Modification requested
Street frontage (Sec. 108-413)	0.5 to <1 acre site area = 20' wide, 80 plant units per 100 linear feet	None	Less than 20' width provided	Modification requested
Interior parking areas (Sec. 108-414)	20% of total parking area; minimum 6' dim, 60 SF & 1 shade tree per landscape area; 1 tree per 100 SF of landscape area; interior landscape strips between rows and every 10 spaces	None	Mostly provided	Modification requested
Perimeter parking landscaping (Sec. 108-415)	Building sites 20,000 – 50,000 SF: 7.5' wide, 1 canopy shade tree, 10 shrubs per 35 LF	None	Mostly provided	Modification requested

Landscaping Waiver Summary				
Landscaping Type	Minimum Required	Existing	Proposed	Change/Waiver
Nonvehicular use areas (Sec. 108-416)	Site with less than 30% nonvehicular open space (NOS): 4 trees / 2,000 SF NOS	None	Not indicated	Modification requested; gravel cannot be used to satisfy this requirement

Pursuant to City Code Section 108-517(b), the Planning Board may approve or grant the waiver or modification only if it determines that the waivers or modifications are not contrary to the intent of City Code Chapter 108, Article VI, Division 4, Subdivision II and that a literal enforcement of the standards of this subdivision would be impracticable and would not violate the following criteria:

- (1) *Public interest; adjacent property.* The waiver or modification would not have a significant adverse impact on the public interest, or on adjacent property.
- (2) *Not discriminatory.* The waiver or modification is not discriminatory, considering similar situations in the general area.
- (3) *Superior alternatives.* The development will provide an alternative landscape solution which will achieve the purposes of the requirement through clearly superior design.
- (4) *Protection of significant features.* The waiver or modification is necessary to preserve or enhance significant existing environmental or cultural features, such as trees, scenic areas, historic sites or public facilities, related to the development site.
- (5) *Deprivation of reasonable use.* Strict application of the requirement would effectively deprive the owner of reasonable use of the land due to its unusual size, shape, topography, natural conditions, or location, provided that:
 - a. Such effect upon the owner is not outweighed by a valid public purpose in imposing the requirement in this case; and
 - b. The unusual conditions involved are not the result of actions of the developer or property owner which occurred after the effective date of the ordinance from which this section derives.
- (6) *Technical impracticality.* Strict application of the requirement would be technically impractical.

Given that the property was originally developed prior to the adoption of the LDRs and the building is a contributing structure within the historic district, staff recommends approval of the requested landscape modifications and waivers.

Off-street parking and loading (Code Chapter 108, Article VII)

Parking spaces for 30 vehicles including three ADA van-accessible spaces, 17 bicycles and five scooters are proposed on the property, in addition to the 50 existing off-site vehicular spaces located at the adjacent parking garage across Grinnell Street. A new loading space is proposed to the east side of the building near the existing loading docks. A new passenger drop-off and drop box area is proposed on the James Street side of the building. Although off-street parking would decrease by 16 spaces, more than sufficient parking is provided when combined with the adjacent garage, whose 50 dedicated spaces are assured through a lease agreement with the City.

The reduced on-site parking allows for additional landscaped open space and improved driveway connections that would bring the property further into compliance with the LDRs.

Stormwater and surface water management (Code Chapter 108, Article VIII)

A stormwater management plan was submitted indicating that surface water management is designed for the 25-year/72-hour storm event, as required. Stormwater would be retained on-site through exfiltration trenches and vegetated swales.

Utilities (Code Chapter 108, Article IX)

Access to potable water, access to wastewater disposal systems and conservation of potable water supply were analyzed in the above concurrency management determination and were found in compliance.

Art in Public Places (City Code Section 2-487)

The proposed development, being a Major Development Plan, qualifies for the City's Art in Public Places (AIPP) program, pursuant to City Code Section 2-487. The AIPP program requires 1% of construction costs to be set-aside for the acquisition, commission and installation of artwork on the subject property. The program applies to new construction projects exceeding \$500,000 and renovation projects exceeding \$100,000. Construction costs are estimated to be \$5.2 million; thus the 1% public art set-aside would be approximately \$52,000. A full public art plan would be required to be approved by the AIPP Board prior to building permit issuance.

CRITERIA FOR CONDITIONAL USE REVIEW AND APPROVAL:

Pursuant to City Code Section 122-62(c), applications for a conditional use shall clearly demonstrate the following:

- (1) *Land use compatibility.* The Applicant has demonstrated that the proposed conditional use within the HRCC-2 Zoning District, including its proposed scale and intensity, traffic-generating characteristics and off-site impacts are compatible and harmonious with adjacent land uses and would not adversely impact land use activities in the immediate vicinity.
- (2) *Sufficient site size, adequate site specifications, and infrastructure to accommodate the proposed use.* The site and building would be adequate to accommodate the proposed scale and intensity of the requested conditional use. The property was developed prior to the adopted LDRs and is nonconforming in several respects. The building is a contributing structure within the historic district and the proposed use helps ensure its preservation. It would be impossible for the site to accommodate all required screening, buffers, landscaping, open space and off-street parking of the LDRs without altering the historic building. Urban design amenities include new landscaping and open space, bicycle racks, scooter parking, outdoor lighting, ADA-accessible walkways and entry ramps, and screening of mechanical equipment and waste collection areas.
- (3) *Proper use of mitigative techniques.* To help minimize or prevent any adverse impacts of the proposed use, the Applicant proposes to: reconfigure the existing curb cuts and driveways to provide better, more controlled site access; completely screen all mechanical equipment,

utilities and dumpsters; install landscaping to provide visual buffers where appropriate and use shielded exterior lighting fixtures.

- (4) *Hazardous waste*. No information provided.
- (5) *Compliance with applicable laws and ordinances*. Any and all necessary permits from other governmental agencies would be obtained as required by those agencies.
- (6) *Additional criteria applicable to specific land uses*. Applicants for conditional use approval shall demonstrate that the proposed conditional use satisfies the following specific criteria designed to ensure against potential adverse impacts which may be associated with the proposed land use:
 - a. *Land uses within a conservation area*. Not applicable.
 - b. *Residential development*. Not applicable.
 - c. *Commercial or mixed use development*. The proposed conditional use is nonresidential and has been reviewed for land use compatibility based on compliance with all applicable portions of the LDRs. The proposed renovation of the existing historic building would help revitalize the nearby Caroline Street corridor and the Key West Bight district. The development is not adjacent to U.S. 1, and a traffic study was not required due to the proposed reduction in total floor area.
 - d. *Development within or adjacent to historic district*. The proposed development is located within the historic district and is designed to reinforce the district's appearance, historic attributes and amenities. The project would also be reviewed by HARC for appropriateness prior to the City Commission hearing for this Major Development Plan and Conditional Use application.
 - e. *Public facilities or institutional development*. No new public facilities or other institutional development is proposed. This would be a continuous of the existing permitted and conditional uses of the property. The proposed development is designed to bring the proposed further into compliance with the LDRs.
 - f. *Commercial structures, uses and related activities within tidal waters*. Not applicable.
 - g. *Adult entertainment establishments*. Not applicable.

RECOMMENDATION

The Planning Department, based on the criteria established by the Comprehensive Plan and the Land Development Regulations, recommends to the Planning Board that the request for Major Development Plan, Conditional Use and Landscape Waivers be **APPROVED** with the following conditions:

General conditions:

1. Prior to the City Commission hearing for the subject request, the Applicant shall address all of staff's and the DRC's concerns as outlined in the July 21, 2014 staff letter and the June 5, 2014 DRC minutes.
2. Although subject to a separate City approval, the City shall not bear any of the costs of the proposed sidewalk improvements along James Street.

Conditions prior to issuance of a building permit:

3. The property owner shall obtain an easement from the City for the proposed replacement and maintenance of existing encroachments into the Grinnell Street right-of-way, consisting of a concrete roof canopy on the south side of the building and metal sun shades mounted on the west side of the building.
4. Approval of a Public Art Plan shall be obtained from the AIPP Board, pursuant to City Code Section 2-487, and may include payment of an in-lieu fee.

Conditions prior to issuance of a Certificate of Occupancy:

5. On-site artwork shall be installed and inspected by the City pursuant to Code Section 2-487.

Draft Resolution

**PLANNING BOARD
RESOLUTION NO. 2014-**

A RESOLUTION OF THE KEY WEST PLANNING BOARD GRANTING MAJOR DEVELOPMENT PLAN, CONDITIONAL USE AND LANDSCAPE WAIVER APPROVALS PURSUANT TO SECTIONS 108-91.A.2., 108-517, 122-62 AND 122-718 OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA FOR THE RECONSTRUCTION OF 2,500 OR GREATER OF GROSS FLOOR AREA, FOR THE MODIFICATION AND CONTINUATION OF PUBLIC UTILITY AND PARKING LOT USES AND FOR THE REDUCTION OF REQUIRED LANDSCAPING ASSOCIATED WITH THE PROPOSED RENOVATION OF THE KEYS ENERGY OFFICE BUILDING ON PROPERTY LOCATED AT 1001 JAMES STREET (RE # 00001700-000000; AK # 1001767) IN THE HISTORIC RESIDENTIAL COMMERCIAL CORE – KEY WEST BIGHT (HRCC-2) ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 108-91 of the Code of Ordinances (the “Code”) of the City of Key West, Florida (the “City”) provides that within the Historic District, a Major Development Plan is required for the addition or reconstruction of equal to or greater than 2,500 square feet of gross floor area; and

WHEREAS, the proposed use of the property is continuation of the existing public utility use, which is a conditional use within the Historic Residential Commercial Core – Key West Bight (HRCC-2) Zoning District pursuant to Code Section 122-718(8); and

WHEREAS, waivers to reduce the City’s landscaping requirements are request pursuant to City Code Section 108-517; and

_____ Chairman

_____ Planning Director

WHEREAS, Code Sections 108-196(a) and 122-62(a) require the Planning Board to review and approve, approve with conditions or deny the proposed Major Development Plan and Conditional Use in an advisory capacity to the City Commission; and

WHEREAS, Code Section 108-517(a) requires the Planning Board to consider the landscape waiver request and render the final action; and

WHEREAS, this matter came before the Planning Board at a duly noticed public hearing on July 24, 2014; and

WHEREAS, the granting of a Major Development Plan, Conditional Use and Landscape Waiver application is consistent with the criteria of the Code of Ordinances; and

WHEREAS, the Planning Board finds that the granting of a Major Development Plan, Conditional Use and Landscape Waiver application is in harmony with the general purpose and intent of the Land Development Regulations, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

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. The Major Development Plan, Conditional Use and Landscape Waiver for the renovation of the existing office building and parking lot for the public electric utility use on property located at 1001 James Street (RE # 00001700-000000; AK # 1001767) in the Historic Residential Commercial Core – Key West Bight (HRCC-2) Zoning District pursuant to Sections 108-91.A.2., 108-517, 122-62 and 122-718 of the Land Development Regulations of the Code of

_____ Chairman

_____ Planning Director

Ordinances of the City of Key West, Florida, as shown in the attached plans dated June 30, 2014, is hereby approved with the following conditions:

General conditions:

1. Prior to the City Commission hearing for the subject request, the Applicant shall address all of staff's and the DRC's concerns as outlined in the July 21, 2014 staff letter and the June 5, 2014 DRC minutes.

2. Although subject to a separate City approval, the City shall not bear any of the costs of the proposed sidewalk improvements along James Street.

Conditions prior to issuance of a building permit:

3. The property owner shall obtain an easement from the City for the proposed replacement and maintenance of existing encroachments into the Grinnell Street right-of-way, consisting of a concrete roof canopy on the south side of the building and metal sun shades mounted on the west side of the building.

4. Approval of a Public Art Plan shall be obtained from the AIPP Board, pursuant to City Code Section 2-487, and may include payment of an in-lieu fee.

Conditions prior to issuance of a Certificate of Occupancy:

5. On-site artwork shall be installed and inspected by the City pursuant to Code Section 2-487.

Section 3. Full, complete and final application for all permits required for which this resolution is wholly or partly necessary, shall be submitted in its entirety within 12 months after the date hereof.

Section 4. This Major Development Plan, Conditional Use and Landscape Waiver application approval by the Planning Board does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of the applicant's assertion of legal authority respecting the property.

Section 5. This resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Board.

Section 6. This 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 shall be rendered to the Florida Department of Economic Opportunity. Pursuant to Chapter 73C-44, F.A.C., this permit or development order is not effective for 45 days after it has been properly rendered to the DEO with all exhibits and applications attached to or incorporated by reference in this approval; that within the 45-day review period, the DEO 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 until the appeal is resolved by agreement or order.

_____ Chairman

_____ Planning Director

Read and passed on first reading at a regularly scheduled meeting held this ____ day of _____, 2014.

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

Richard Klitenick, Planning Board Chairman

Date

Attest:

Donald Leland Craig, AICP, Planning Director

Date

Filed with the Clerk:

Cheryl Smith, City Clerk

Date

_____ Chairman

_____ Planning Director

Application

**Major Development
and
Conditional Use
Application
for**

**Keys Energy Services
1001 James Street**



May 1, 2014

Submitted by:

Bert L. Bender

Bender & Associates ARCHITECTS p.a.

410 Angela Street □ Key West, FL 33040 305/296-1347



TABLE OF CONTENTS

Major Development and Conditional Use Application for 1001 James Street

Exhibits

Monroe County Property Appraisers Property Record Card
Authorization & Verification Letters
Vicinity Map
Parking Lease Agreement
Easement Agreements
Project Schedule
Timeline

Drawings (24" x 36" - under separate cover)

A.0
A0.1
A1.1
A2.1
A2.2
A2.3
A2.4
A2.5
A2.6
A3.1
A3.2
A3.3
A6.1
A6.2
A13.1
A13.2
A13.3
L-1
C-1

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
3140 Flagler Avenue, Key West, FL 33040
(305) 809-3720



Development Plan & Conditional Use Application

Applications will not be accepted unless complete

Development Plan

Major
Minor

Conditional Use

Historic District

Yes
No

Please print or type:

- 1) Site Address 1001 James Street
- 2) Name of Applicant B.L. Bender Associates Architects, P.A.
- 3) Applicant is: Owner Authorized Representative
(attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant 410 Angela Street
Key West FL 33040
- 5) Applicant's Phone # 305 296 1347 Email blbender@bellsouth.net
- 6) Email Address: blbender@bellsouth.net
- 7) Name of Owner, if different than above Utility Board of the City of Key West
- 8) Address of Owner 1001 James Street
- 9) Owner Phone # 305-295-1013 Email jack.wetzler@keysenergy.com
- 10) Zoning District of Parcel HRCC-2 RE# 00001700-000000
- 11) Is Subject Property located within the Historic District? Yes No
If Yes: Date of approval _____ HARC approval # _____
OR: Date of meeting _____
- 12) Description of Proposed Development and Use. Please be specific, list existing and proposed buildings and uses, number of dwelling units, parking, restaurant seats, vehicles proposed, etc. If there is more than one use, describe in detail the nature of each use (Give concise description here and use a separate sheet if necessary).

Renovation of non-contributing office structure.
No change in use.

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
3140 Flagler Avenue, Key West, FL 33040
(305) 809-3720



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

If Yes: Date of approval _____ Resolution # _____

Attach resolution(s).

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

Yes No _____

If Yes, describe and attach relevant documents.

Easement documentation has been included
in the application.

- A. For both *Conditional Uses* and *Development Plans*, provide the information requested from the attached **Conditional Use and Development Plan** sheet.
- B. For *Conditional Uses* only, also include the **Conditional Use Criteria** required under Chapter 122, Article III, Sections 122-61 and 122-62 of the Land Development Regulations (see attached copy of criteria).
- C. For *Major Development Plans* only, also provide the **Development Plan Submission Materials** required under Chapter 108, Article II, Division 7, Sections 108-226 through 108-248 of the Land Development Regulations (see attached copy of criteria) and any additional information as determined by the Planning Staff.
- D. For both *Conditional Uses* and *Development Plans*, one set of plans **MUST** be signed & sealed by an Engineer or Architect.

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.

Project Analysis

Keys Energy Services, 1001 James Street

The following is an analysis of applicable Major Development, Conditional Use, and Landscape Waiver criteria on behalf of the Utility Board of the City of Key West for the proposed redevelopment of the non-contributing Keys Energy Services office structure located at 1001 James Street.

Existing development is depicted in attached surveys and plans, including:

- Name of Development
- Name of Owner/Developer
- Scale
- North arrow
- Preparation and revision dates
- Location/ street address
- Size of site
- Buildings
- Structures
- Parking
- FEMA flood zones
- Topography
- Easements
- Utility locations
- Existing vegetation
- Existing storm water
- Adjacent land uses
- Adjacent buildings
- Adjacent driveways

Proposed development is depicted in attached plans prepared by licensed architects and engineers, including:

- Buildings
- Setbacks
- Parking
- Driveway dimensions and material
- Utility locations
- Garbage and recycling
- Signs
- Lighting
- Project Statistics
- Building Elevations
- Height of buildings
- Finished floor elevations
- Height of existing and proposed grades
- Drainage plan
- Landscape Plans

Sec. 108-226. Scope.

The following is an analysis of the proposed sustainable redevelopment of the non-contributing Keys Energy Services office structure located at 1001 James Street, including applications for Major Development Plan, Conditional Use, and Landscape Waiver. The renovated building shall be retained for use by Keys Energy Services as an office facility. No change or expansion of use is contemplated by this application.

Existing and proposed development is depicted on attached surveys and plans prepared by licensed architects, engineers and associated professionals as delineated on the cover sheet of plans herewith.

Sec. 108-229. Project description.

The existing three story Keys Energy Services office structure located at 1001 James Street currently accommodates 65 employees. Major Development and Conditional Use approval are required for the proposed renovations to the structure, based on size and scope. The proposed renovations reflect flood proofing of the building to meet current FEMA compliance standards, a reduction in floor area through the removal of additions made to the building after it was originally constructed, improvements in site access, location of parking, landscaping, ADA accessibility and a restored façade. Currently exposed air handling units will be concealed from view.

The parcel size, shape, proposed access, internal circulation, and urban design enhancements will continue to accommodate the existing scale and intensity of the conditional use requested. Proposed infrastructure, including improved stormwater management and site plan improvements are designed to mitigate and/or reduce non-compliant aspects of the existing facility. The application is consistent with the comprehensive plan future land use plan, future land use map, and the intent of the HRCC-2/Key West Bight District.

This application specifically excludes the accessory structures as depicted on the site plan. There is a separate application for Major Development and Conditional Use approval for the off-site placement of temporary office trailers to be used by Keys Energy Services employees during renovations.

Site Data	Code	Existing	Proposed	Compliance
Zoning		HRCC-2	HRCC-2	Yes
Flood Zone	AE 7'	6' ABV/MSL	2' Commercial Floodproofing	Yes

FAR	50%	Exceeds 50%		Reduced, no variance required
Height	35'	44'4"	No change	No variance required
Open Space:	20%	.14%	Increased	No variance required
Landscape: Total Area	See Attached Landscape Plans		Increased	Waiver Required
Buffer	"B"		Increased	Waiver Required
Max Building Coverage	50%		Reduced to 13,066 sf	Yes
Impervious Surface	60%	Exceeds 60%	93.88 %	Reduced, no variance required
Min Lot Size	5,000 sf	34,605 sf		Yes
Setbacks: Front	10'	13'5"	No change	Yes
Side Street	7'6"	0'7"	No change	No variance required
Side	5'	56' 10"	No change	Yes
Rear	15'	68'8"	No change	Yes
Parking: Auto	65		31 + 50 leased spaces at garage	Yes
Bike	16		17 + 5 scooter	Yes

- (1) The proposed stages of development are fully described in the schedule provided by Biltmore Construction.
- (2) The target date for commencement shall follow entitlement approvals as quickly as possible.
- (3) Anticipated date of completion is December, 2015.
- (4) The proposed Development Plan is included herewith.
- (5) The application proposes to sustainably renovate the existing Keys Energy Services office building for continued use.
- (6) This project is not a planned unit development.

- (7) The project will comply with federal flood insurance requirements by application of flood proofing approved for commercial structures, and is located in an "AE" 7 zone.
- (8) The project is not located in an environmentally sensitive area and improved landscape features have been provided.

Sec. 108-231. Residential developments.

N/A No residential development is being proposed with this application.

Sec. 108-232. Intergovernmental coordination.

Intergovernmental coordination has commenced and will occur throughout the Development Review process of the City of Key West with all applicable local, regional and State agencies.

Sec. 108-233. Concurrency facilities and other utilities or services.

- (1) Potable water supply

Based on the City of Key West adopted levels of service, the Potable Water demand conversion of school facility to office is not anticipated to change the level of service demand.

The potable water demand is based on gross site area is estimated to be 513 gal/day. (650 x .79 acres)

- (2) Wastewater management

Based on the City of Key West adopted levels of service, wastewater flow generated by the renovated office space is not anticipated to change the level of service demand.

The wastewater flow based on gross site area is anticipated to be 524 gal/day (660 x .79 acres)

- (3) Water quality

No adverse impacts to water quality are anticipated before, during, or after construction. The site is not adjacent to any open bodies of water.

(4) Stormwater

Stormwater management will be improved pursuant to best management practices and in compliance with the City's Land Development regulations (see attached drainage plans)

(5) Solid waste

Construction debris generated by the project will be handled by a licensed waste hauler. Based on the City of Key West adopted levels of service, solid waste generated by the continued use by Keys Energy Services is not anticipated to change the level of service demand.

Estimated impact is 414 lbs per day
(6.37 lb/per capita/per day x 65 employees)

(6) Roadways

The proposed redevelopment will result in approximately 30,000 square feet of office space. The space will offer up to 65 work stations for Keys Energy Services employees. Improved vehicular access and circulation to the site will be provided by driveways located on James and Grinnell Streets. The surrounding roadway system currently operates at an acceptable Level of Service, and is anticipated to do so when the project is complete, and open in 2015. (No traffic study was required for this application.)

(7) Recreation

The City of Key West's adopted level of service for recreational infrastructure is not impacted.

(8) Fire protection

Fire hydrant locations will be confirmed per DRC direction or as otherwise required by the Fire Department.

(9) Reclaimed water system

Reclaimed water use is not proposed in this application.

(10)Other public facilities

It is anticipated that there will be no adverse impact on public facilities

Sec. 108-234. Appearance, design and compatibility.

The development plan satisfies criteria established in chapter 102; articles III, IV and V of this chapter; section 108-956; and article II of chapter 110 in the following manner:

Chapter 102

The property is located in the Historic Residential Commercial Core (HRCC-2) Land Use District and is subject to the following criteria:

Sec. 102-2. Protection of historic resources.

Prior to obtaining building permits, the proposed project shall comply with the city's historic architectural review commission's Design Guidelines in Key West's Historic District, as well as the U.S. Secretary of the Interior's Standards for Rehabilitation.

Sec. 102-6. Other regulations applicable to all development proposed.

Coordination with the Historic Planner of the City of Key West commenced prior to award of contract and is ongoing.

Sec. 102-7. Mitigation plan required.

No mitigation plan has been contemplated, as the building was listed as non-contributing on the last survey approved by the City Commission.

Sec. 102-152. Requirements for permits.

A Certificate of Appropriateness shall be obtained prior to the commencement of any work.

Sec. 102-153. Issuance of certificates of compliance.

A Certificate of Compliance shall be obtained prior to the issuance of a certificate of occupancy.

Sec. 102-281. Guidelines for rehabilitation or relocation of designated historic structure; mitigation plan for relocation, demolition or rehabilitation of historic structure.

N/A

Sec. 102-282. Outdoor display of goods.

N/A this application does not propose any outdoor display of goods or services

Sec. 102-283. – 102-285. Handicapped accessibility—Generally.

The plans submitted with the Development Plan and Conditional Use application address Code compliant handicapped access to the building, restroom, and parking facilities.

Chapter 108, Articles III, IV and V:

The project conforms to the requirements of the articles as demonstrated by the site plan, and site data calculations. Further,

Sec. 108-956. Potable water and wastewater.

- (1) The site currently has access to potable water.
- (2) The site currently has access to the City wastewater disposal system.

Sec. 108-957. Conservation of potable water supply.

The city shall assist in regulating development for purposes of complying with policies of the South Florida Water Management District directed toward conservation of potable water supply and to achieve a reduction in the current rates of water consumption. Therefore, development plans shall be required to comply with the following potable water supply performance criteria:

- (1) Nonpotable alternative sources of irrigation water may be considered to augment potable water supplies for irrigation needs.
- (2) Water-saving plumbing fixtures are proposed.
- (3) To reduce demand for irrigation water, the proposed landscaping material reflects adaptation to soil and climatic conditions existing on the subject site with native plantings.

CHAPTER 110, ARTICLE II:

Sec. 110-28. General requirements within archaeological areas.

N/A No excavations are contemplated with this application.

Chapter 114 SIGNS

ARTICLE II. REGULATIONS

DIVISION 3. HISTORIC DISTRICTS

Consideration for signage is being deferred to a later date.

Sec. 108-235. Site location and character of use.

- (a) *Compliance.* This development plan complies with the requirements set forth in the Key West City Code as they pertain to Concurrency Management, Outdoor Displays and Nuisances, Resource Protection, Signs, and Articles I and III to IX of Chapter 108 of the Key West City Code, Chapter 110, and Chapter 114.
- (b) A vicinity map has been provided.
- (c) *Land use compatibility.*

The property is located in the Historic Residential Commercial Core Land Use District (HRCC-2). Renovation has been deemed a major development based on size and scope, requiring conditional use consideration for use as a utility office. Adjacent land uses are zoned Historic Medium Density Residential (HMDR) (Grinnell Street, James Street, Caroline Street) comprised of a mixture of commercial and industrial uses as well as single and multi-family homes, a parking structure and ferry terminal. The corner of James and Grinnell Streets abuts property zoned Historic Neighborhood Commercial I (HNC-1), with a bar/restaurant, parking structure and residential structure. The front of the building faces residential structures on James Street; the rear of the building faces multi-family structures. No impact upon the unincorporated part of the county is contemplated by this development. The site is currently served by city bus, and pedestrian sidewalks.

- (d) *Historic and archeological resource protection.*

Review of the project's impact on historic resources continues in open dialogue with city officials. Coordination with the City Historic Planner has been ongoing. Review by the Historical Architectural Review Commission is contemplated after Development Review Committee and Planning Board review.

- e) *Subdivision of land.* No subdivision of land is contemplated with this application.

Sec. 108-278. Appearance of site and structures.

The accompanying development plans have been coordinated for the purpose of creating a pleasing and overall harmonious environment. Building materials, landscaping, lighting and other building and site improvements were considered in the context of Sections 108-279 through 108-288 and shall be commensurate with the objectives of the subject use. Impacts on surrounding properties were evaluated.

Sec. 108-279. Location and screening of mechanical equipment, utility hardware and waste storage areas.

The location and screening of mechanical equipment, recycling and waste storage areas have been designed so as to minimize impact on surrounding properties.

Sec. 108-280. Front-end loaded refuse container location requirements.

- (a) No refuse container is located in any required parking space or vehicular use area or in any required bufferyard or landscaping area.
- (b) Service access is provided.
- (c) No obstructions are noted.
- (d) Container pads are provided.
- (e) Screening is provided.

Sec. 108-282. Utility lines.

New utility service lines are not contemplated by this application.

Sec. 108-283. Commercial and manufacturing activities conducted in enclosed buildings.

N/A

Sec. 108-284. Exterior lighting.

All proposed lighting shall be shielded and lighting sources shall be arranged to eliminate glare from roadways and streets and shall direct light away from properties lying outside the development. Shielding of lighting elements shall be accomplished by using directional fixtures or opaque shades.

Sec. 108-285. Signs.

No signs are contemplated with this application.

Sec. 108-286. Pedestrian sidewalks.

Parking lot access and contemplated sidewalk improvements will be compatible with the Caroline Street Corridor Urban Design Plan.

Sec. 108-288. Storage areas.

No exterior storage is proposed with this application.

Sec. 108-238. Architectural drawings.

All architectural and engineering designs were prepared and sealed by a professional architect or engineer registered in the state pursuant to F.S. chs. 471 and 481, respectively. Drawings submitted for development plan exceed minimum submittal requirements.

Sec. 108-239. Site amenities.

(a) *Generally.* The site plan includes proposed amenities required to comply with appearance, design and compatibility regulations outlined in chapter 102; articles III, IV and V of this chapter; section 108-956 and article II of chapter 110.

Sec. 108-240. Site survey.

The submitted applications include site surveys prepared by a certified land surveyor.

. Sec. 108-241. Soil survey.

N/A

ARTICLE III. ENVIRONMENTAL RESOURCES

The site plans included for development approval demonstrate erosion control and landscape protection measures as required by **Sections 110-123** and **110-124**.

ARTICLE IV. COASTAL RESOURCES

N/A

ARTICLE V. WILDLIFE HABITAT PRESERVATION AND PROTECTION OF FLORA AND FAUNA

Sec. 110-221. Scope.

(a) No threatened or endangered species have been identified as inhabitants of the project site.

ARTICLE VII. FLOODPLAIN PROTECTION

Sec. 110-463. Objectives.

The proposed development minimizes the potential for property damage by taking measures to flood proof the building to contemporary commercial standards as identified by the Federal Emergency Management Agency (FEMA), while maintaining reasonable use of the land and existing structure. Stormwater facility improvements have been provided.

Sec. 110-467. FEMA and wildlife service endangered species requirements.

N/A The Species Assessment Guides provided by Fish and Wildlife Services (FWS) dated May 20, 2012, and adopted by the City of Key West, do not identify the project site as suitable habitat for any threatened or endangered species.

ARTICLE VIII. WELLFIELD PROTECTION

Sec. 110-494

N/A

Sec. 108-242. Environmentally sensitive areas.

This project has not been determined to be located in an environmentally sensitive area. It is located in an "AE7" flood zone. The property has been used as an utility for x years. .

Sec. 108-243. Land clearing, excavation and fill, tree protection, landscaping and irrigation plan.

(a) The development plan and proposed development activity complies with section 108-289 and applicable performance criteria as outlined in Section 108-1 and articles III, IV, V, VII, and VIII of Chapter 110.

Specifically:

(c) Landscaping Plan

(d) Irrigation Plan

ARTICLE V. OPEN SPACE, SCREENING AND BUFFERS

Sec. 108-346. Open space, landscaping and removal of exotic vegetation.

The application for development approval is unable to meet or exceed all of the standards required for bufferyards, parking lot landscaping, screening and open space. The site has been developed, with minimal open space, for many years. A landscape plan illustrating installations to the maximum extent practicable, has been provided. Landscape waivers are requested.

Sec. 108-244. On-site and off-site parking and vehicular, bicycle, and pedestrian circulation.

The submitted development plans satisfy on- and off-site vehicular and bicycle circulation, and parking requirements of articles IV and VII of Chapter 108.

Development plans illustrate location, dimensions and typical construction specifications for:

- (1) Existing and proposed driveways, approaches and curb cuts are illustrated on the site plan;
- (2) Vehicular access points, accessways and common multimodal access points with pavement markings or other improvements to achieve safe internal circulation without conflict among modes of travel;
- (3) Existing and proposed vehicle, bicycle, and scooter off-street parking spaces have been provided. A copy of the parking garage lease back of 50 spaces has been provided.
- (5) Bicycle ways as well as pedestrian ways and other pedestrian use areas;
- (6) Typical cross sections, by type of improvement;
- (7) Traffic control devices;
- (8) Proposed parking surface material, pavement markings, and other related improvements; and
- (9) Dedicated easements including cross easements, indicating their purpose, design, location, alignment, dimensions, and maintenance responsibilities.

ARTICLE VIII. STORMWATER AND SURFACE WATER MANAGEMENT

Sec. 108-711. Applicability.

Stormwater and surface water management plans have been submitted compliance with the requirements of Article VII of Chapter 108.

Sec. 108-245. Housing.

N/A

Sec. 108-246. Economic resources.

- (a) The project site has functioned as a municipal utility site. No change in function is contemplated by this application. Keys Energy Services will generate no ad valorem taxes.
- (b) The current estimate for construction and related costs is calculated to be 5.2 million dollars.
- (c) It is estimated that 65 employees will use the renovated facilities.

Sec. 108-247. Special considerations.

- (a) The relationship of the proposed development to city land use plans, objectives and policies is described herein.
- (b) The proposed use has an adjacent relationship to the Key West Bight/Caroline Street Corridor.
- (c) The proposed development does not impact the unincorporated portion of the county.
- (d) The proposed development does not front a shoreline.
- (e) The proposed development is serviced by existing City bus routes.
- (f) The proposed development incorporates design features that will be utilized to reduce energy consumption.
- (g) There are plans to commercially flood proof the existing building. The proposed development is located in an AE 7' flood zone.
- (h) No recreational facilities are contemplated by this application. The development has an adjacent relationship with the Key West Bight/Caroline Street Corridor.
- (i) Coordination with applicable local, regional, state and federal agencies is ongoing and proof is required prior to obtaining building permits and/or

applicable certificates of occupancy.

- (j) The development will not impact any known wetland community or submerged land.

Sec. 108-248. Construction management plan and inspection schedule.

A copy of the construction management plan as developed by Biltmore Construction has been included with the development application submittal; specific detail is forthcoming in the 60% construction drawings.

ARTICLE IV. TRAFFIC IMPACTS

Sec. 108-317. Internal circulation system design and access/egress considerations.

- (a) Driveways, curb cuts, aisles, bicycle ways, pedestrian ways, and areas for parking and internal circulation of vehicles, bicycles, and pedestrians have been designed to provide for safe and convenient circulation within the site and for access from and onto adjoining streets. Fire and emergency vehicle traffic requirements have been addressed.

ARTICLE VII. OFF-STREET PARKING AND LOADING

Sec. 108-572. Schedule of off-street parking requirements by use generally.

31 parking spaces have been provided on-site, with an additional 50 spaces located in the adjacent parking structure. 17 bicycle spaces and 5 scooter spaces have been provided.

DIVISION 8. - ART IN PUBLIC PLACES BOARD

Sec. 2-487. Funding of art in new construction and major renovation projects.

- (a) One percent of the construction costs as specified in subsections (b) and (c) of this section shall be set aside for the acquisition, administration, commission, installation and maintenance of works of art to be placed on the site of said construction or renovation.

A calculation for the 1% is pending, as is the distribution thereof.

Doc# 1485973 12/22/2004 4:25PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

PREPARED BY AND
RETURN TO:
Daniel L. DeCubellis, Esq.
DECUBELLIS & MEEKS, P.A.
P.O. Box 4976
Orlando, FL 32802-4976

DEED DOC STAMP CL: FP \$0.70

Doc# 1485973
Bk# 2069 Pg# 438

31
**DECLARATION AND AGREEMENT
FOR CROSS ACCESS, DRAINAGE & UTILITY EASEMENTS**

This Declaration and Agreement (the "Agreement") is made as of the 20th day of December, 2004 by and between THE UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA D/B/A KEYS ENERGY SERVICES ("KEYS"), and STEAMPLANT CONDOMINIUMS, LLC (the "Market Rate Units' Developer"), and OLD TOWN KEY WEST DEVELOPMENT, LLC (the "Affordable Housing Units' Developer"). The Market Rate Units' Developer and the Affordable Housing Units' Developer may be collectively referred to herein as the "Developer").

"Party" or "Parties" as used herein shall mean KEYS, the Market Rate Units' Developer and the Affordable Housing Units' Developer, or their respective successors and/or assigns.

BACKGROUND

KEYS is the owner of certain real property located in Monroe County, Florida as more particularly described on attached Exhibit "A" (hereinafter referred to as the "Property"). The decommissioned Steam Plant Building (the "Building") also owned by KEYS is located on the Property. The Property is being redeveloped by the Developer into residential uses consisting of: (i) up to 19 market rate luxury residential condominium units in the Building ("Market Rate Units"), identified herein as "Parcel A" and more particularly described on Exhibit "B" attached hereto; and (ii) three groups of multi-family housing containing a total of 38-46 affordable residential units located on the property adjacent to the Building, ("Affordable Housing Units"), identified herein as "Parcel B" and more particularly described on Exhibit "C" attached hereto. Parcel A and Parcel B may be referred to herein as the "Parcels".

KEYS is also the owner of certain real property adjacent to the Property which is used as a substation and related facilities (the "Substation Parcel") and is shown on Exhibit "D" attached hereto and certain real property adjacent to the Property which is used as a parking lot by KEYS (the "Parking Parcel") and is shown on Exhibit "E" attached hereto. Parcel A, Parcel B, the Substation Parcel and the Parking Parcel are shown on the proposed Site Plan attached hereto as Exhibit "F" (the "Site Plan"). KEYS shall be the exclusive provider of electric power service to the Property during the term of the Leases and shall require access to the Substation Parcel to facilitate, in part, such service to Parcel A and Parcel B. In addition, KEYS has and will retain power lines across the Property to and from the Substation Parcel.

KEYS entered into a long-term lease with the Market Rate Units' Developer for the lease of the property for the Market Rate Units and a long-term lease with the Affordable Housing Units' Developer for the lease of the property for the Affordable Housing Units (the "Leases"). The Substation Parcel and the Parking Parcel are not included in the Leases. It is contemplated

C:\Documents and Settings\jag ganister\Local Settings\Temporary Internet Files\OLK81D\Decb_116 (2).doc

DESK COPY

that the Lease for the Market Rate Units will be assigned by the Market Rate Units' Developer in the future to the condominium association formed to govern the Market Rate Unit owners.

To facilitate the proper use and development of the Property, KEYS, the Market Rate Units' Developer and the Affordable Housing Units' Developer seek to establish the easements described herein and/or as depicted on the Site Plan. Due to their nature, not all the easements granted hereby are fully described as of the date of this Easement.

The easements created by this Agreement are:

A. Perpetual, non-exclusive Ingress/Egress Easement across the Parking Parcel for the benefit of Parcel A and Parcel B.

B. Perpetual, non-exclusive Cross Access Easements across Parcel A and Parcel B to facilitate access across the Property.

C. Perpetual, non-exclusive Utility Easements on Parcel A and Parcel B to permit the installation, operation, maintenance, repair, relocation and removal of sewers, water and gas mains, electric power lines, telephone lines and other utility lines to serve the Parcels.

D. Perpetual non-exclusive Cross Drainage Easements on Parcel A and Parcel B to permit the installation and maintenance of drainage facilities to drain water from the Parcels and the Substation Parcel to the Drainage Retention Area located on Parcel A as shown on the Site Plan.

E. A perpetual non-exclusive Property Drainage Easement on Parcel A and Parcel B to permit Parcel A and Parcel B to drain water into the Drainage Retention Area on the Property.

F. A perpetual non-exclusive Access Easement for the benefit of KEYS in and over the Property to permit access to and maintenance of the Substation Parcel and to the utility lines serving Parcel A and Parcel B.

G. A perpetual non-exclusive Utility Easement across the Property for the benefit of KEYS to permit the installation, operation, maintenance, repair, relocation and removal of any type of utility improvement used by KEYS in its operations.

TERMS

1. Background. The statements contained in the Background portion of this Agreement are true and correct and are incorporated herein.

2. Ingress/Egress Easement. KEYS hereby declares, gives, grants and creates for the benefit of Parcel A and Parcel B, the owners thereof and their successors in interest, devisees and assigns of the owners of such Parcels as it may be from time to time, for their benefit as well as for the benefit of each of their respective tenants, employees, agents, customers and invitees, a perpetual non-exclusive ingress and egress easement across the Parking Parcel in the area as shown on Exhibit "G" attached hereto, to facilitate access from Grinnell Street to Parcels A and B. In no event will this easement encroach on any buildings, areas designated for waste

containers, parking, motor vehicle fuel dispensing facilities or any other permanent improvement and shall be limited to those areas designated for motor vehicle traffic shown on Exhibit "G". No parking shall be permitted within the easement area. The Developer shall be solely responsible for the cost of repairing and maintaining the Ingress/Egress Easement area, any contrary provisions of Paragraph 11 below notwithstanding.

3. Cross Access Easements. KEYS, the Market Rate Units' Developer and the Affordable Housing Units' Developer hereby declare, give, grant and create for the benefit of KEYS, Parcel A, Parcel B, and the Substation Parcel, the owners thereof and their successors in interest, devisees and assigns of the owners of such Parcels as it may be from time to time, for their benefit as well as for the benefit of each of their respective tenants, employees, agents, customers and invitees a perpetual non-exclusive easement and right of use appurtenant to and for the benefit of each Parcel and the Substation Parcel, to and from adjacent public roads in and over the paved portions of the Property for the purpose of pedestrian and vehicular ingress, egress, passage, delivery and installation, construction, repair or maintenance of utilities servicing each Parcel and the Substation Parcel. In no event will the easement encroach on any buildings, areas designated for waste containers, or other similar areas regardless of which such improvements are constructed so long as reasonable access to Parcel A and Parcel B and the adjacent public roads is provided as set forth herein. Such rights are, however, limited to purposes connected with or incidental to the use or development of Parcels A, B or the Property. No Party shall alter the location of the curb cuts or roadways on its Parcel which unreasonably interferes with access by the Substation Parcel to Parcel A, Parcel B and the adjacent public roads.

4. Utility Easements. KEYS, the Market Rate Units' Developer and the Affordable Housing Units' Developer hereby declare, give, grant and create for the benefit of KEYS, Parcel A, Parcel B, and the Substation Parcel, the owners thereof and their successors in interest, devisees and assigns of the owners of such Parcels and the Substation Parcel as it may be from time to time, for their benefit as well as for the benefit of each of their respective tenants, employees, agents, customers and invitees a perpetual non-exclusive easement and right of use appurtenant to and for the benefit of each Parcel and the Substation Parcel in, to, over, under and across Parcel A and Parcel B for the installation, operation, maintenance, repair, relocation and removal of sewers, water and gas mains, electric power lines, telephone lines, and other utility lines ("Utility Lines") to serve the Parcels and the Substation Parcel, including, without limitation, the right to install and maintain manholes, meters, pipelines, valves, hydrants, sprinkler controls, conduits, sewage facilities and all related facilities in a manner which does not interfere with any building use or operation.

5. Drainage Easements. KEYS, the Market Rate Units' Developer and the Affordable Housing Units' Developer hereby declare, give, grant and create for the benefit of KEYS, Parcel A, Parcel B, and the Substation Parcel, the owners thereof and their successors in interest, devisees and assigns of the owners of such Parcels as it may be from time to time, for their benefit as well as for the benefit of each of their respective tenants, employees, agents, customers and invitees, a perpetual non-exclusive easement in, across, under and upon the Property for installation and maintenance of drainage facilities, to drain water from Parcel A and Parcel B into the Drainage Retention Area shown on Exhibit "H" attached hereto. Such rights are, however, limited to purposes connected with or incidental to the use or development of the Parcels or the Substation Parcel. In no event will the easement encroach on any buildings, areas

designated for waste containers, or other similar areas regardless of which such improvements are constructed. Such rights are, however, limited to purposes connected with or incidental to the use or development of Parcels A, B or the Property. The Parties shall not materially alter the location, quality or quantity of drainage without the written consent of the other, which consent shall not be withheld unreasonably.

6. Drainage Retention Area. KEYS, the Market Rate Units' Developer and the Affordable Housing Units' Developer hereby declare, give, grant and create for the benefit of KEYS, Parcel A, Parcel B, and the Substation Parcel, the owners thereof and their successors in interest, devisees and assigns of the owners of such Parcels as it may be from time to time, for their benefit as well as for the benefit of each of their respective tenants, employees, agents, customers and invitees a perpetual non-exclusive Drainage Retention Area easement in and over the Property for the purpose of permitting Parcel A, Parcel B and the Substation Parcel to drain water into the Drainage Retention Area shown on Exhibit "H" attached hereto. All such drainage rights are, however, limited to purposes connected with or incidental to use or development of the Property and the Substation Parcel.

7. Access Easement. KEYS reserves to itself and the Market Rate Units' Developer and the Affordable Housing Units' Developer hereby declare, give, grant and create for the benefit of KEYS and the owner of the Substation Parcel, and their successors in interest, devisees and assigns of the owners of such Substation Parcel as it may be from time to time, for their benefit as well as for the benefit of each of their respective tenants, employees, agents, and invitees, a perpetual non-exclusive easement in and over the Property for access to the Substation Parcel and to access the Utility Lines, which may serve Parcel A and Parcel B for the installation, operation, maintenance, repair, relocation and removal of electric or other utility lines or equipment used by KEYS in its operations.. KEYS and/or the owner of the Substation Parcel shall have the right to enter upon Parcel A and Parcel B, or any portion thereof, at a reasonable time and in a reasonable manner, to access the Substation Parcel and the Utility Lines as set forth herein.

8. Utility Easement for benefit of KEYS. KEYS reserves to itself and the Market Rate Units' Developer and the Affordable Housing Units' Developer hereby declare, give, grant and create for the benefit of KEYS, and its successors in interest, devisees and assigns as it may be from time to time, for its benefit as well as for the benefit of each of its respective tenants, employees, agents, customers and invitees, a perpetual non-exclusive easement, and right of use appurtenant to, in, under and over the Property for the installation, operation, maintenance, repair, relocation and removal of electric or other utility lines or equipment used by KEYS in its operations. KEYS will use the Property in a manner which does not interfere with any building use or the operation of the Property except in emergency situations.

9. Easement Descriptions. KEYS and the Developer acknowledge that the easements granted herein and as shown on the attached exhibits, are subject to the approval of the appropriate governmental authorities or as finally designated on the site plan. The parties and any subsequent owner(s) of the Parcels shall agree that, upon approval of the site plan and the easements granted herein, said parties shall cooperate to amend this Agreement to provide for more definite legal descriptions of the easement areas, if requested by KEYS, the Developer or any owner. The easements described herein may have more than one use and there may be more than one easement purpose within the same geographic area.

10. Maintenance. The cost of maintenance and repair of facilities in the Easement Areas shall be paid as follows:

(a) The minimum standard of maintenance for each Parcel shall be comparable to that followed in other first class residential developments of comparable size in the Monroe County Area and shall include, but not be limited to, the following:

- (i) Maintain, repair and resurface all drive and parking areas, to keep the same in a smooth and evenly covered condition and periodically sweep, clean and restripe the same. Such activities shall, to the extent possible, be scheduled to not unreasonably interfere with the use and enjoyment of the Property. The obligations of the Market Rate Units' Developer" and the Affordable Housing Units' Developer regarding the Parking Parcel are limited to the initial redesign, repaving and related work and do not include future maintenance responsibilities except as to the Ingress/Egress Easement area.
- (ii) Remove papers, debris, filth, refuse, from the drive and parking areas and adequately drain the drive and parking area to the extent necessary to keep the same in a first class, clean, and orderly condition;
- (iii) Install and maintain appropriate directional and handicap signs and markers, and replace the same as necessary.
- (iv) Maintain all landscaped areas, including the replacement of shrubs and other landscaping as necessary, and maintain any automatic sprinkler system serving the landscaped areas.
- (v) Clean, sweep, maintain, and repair all sidewalks.
- (vi) Store all trash and garbage in adequate, screened containers and provide for regular collection of same.

(b) If any portions of the Parcels have not been improved such areas shall be maintained in a safe and sightly condition, free of trash and, if appropriate, regularly mowed and tended to. Operation and maintenance shall include, but not be limited to, the furnishing of and/or payment of or for electricity, water, gas, sewer use fees, if any; labor; maintenance equipment and tools and any personal property taxes assessed to such maintenance equipment and tools; insurance and anything else necessary for everyday maintenance.

Unless otherwise set forth herein, the Developer, or its successors and or assigns, shall be responsible for performing any repairs or maintenance in easement areas. All repairs and maintenance shall be performed in a manner so as to minimize any disturbance or interruption of the use of the Easement Areas. Should the easement use, maintenance or repair activities of the Developer or KEYS damage or destroy the facilities of the other party (including surface paving and landscaping), the party causing the damage shall repair or replace the affected facilities to the same or substantially the same condition, at their sole cost and expense. Each party hereby

grants to the other parties access to the Easement Areas (and the immediately adjacent non-easement areas) reasonably necessary to complete necessary maintenance and repairs.

11. Covenants Running with the Land. The easements granted hereby, the restrictions hereby imposed and the covenants conditioned herein contained shall be easements, restrictions and covenants running with the land inuring to the benefit of, binding upon, and enforceable by the parties hereto and their respective heirs, successors in interest and assigns, including, but without limitation, all subsequent owners of the Property, the Substation Parcel and all persons claiming under them.

12. Development in Easement Areas. So long as this easement grant remains in effect, the easement areas described on attached Exhibits shall not be used for any purposes other than as described herein and no party shall make any use of the Easements inconsistent with or in derogation of the rights granted herein. Furthermore, no building, structure, improvement (other than paving), development or barricades, curbs or any structure of any kind blocking or impeding the free flow of vehicular access, other than as is contemplated or permitted under this Agreement, shall be constructed thereon by either party to this Agreement or their successors-in-interest, heirs or assigns. Notwithstanding the foregoing, reconstruction of the buildings or other improvements and relocation of the easement areas may be made provided the easements granted herein are not materially interfered with or diminished and the party requesting the relocation bears the expense of the relocation and the documentation of the relocated easement. In no event may the relocated easement materially adversely affect access, ingress and egress as provided for herein

13. Indemnity. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all claims, suits, penalties, liabilities and expenses (including, without limitation, attorneys' fees) for injury to persons (including death) or damage to property arising out of, in connection with or resulting from the use by such Party, or its tenants, or their respective invitees, customers, agents or employees of the easements described and created hereby.

14. Compliance with Laws. The easement areas described herein shall at all times be in compliance with all laws, ordinances, regulations and requirements of all public authorities having jurisdiction in relation to its development, construction, maintenance and use.

15. Perpetual Duration. The Easements granted hereby shall remain in full force and effect perpetually or until canceled, altered or amended in writing by all the Lessees of Parcel A, Parcel B and the owner of the Substation Parcel.

16. Termination of Covenant Liability. When a transfer of ownership of the Property and/or the Substation Parcel takes place, liability of the transferor for breach of the covenant occurring thereafter shall automatically terminate and will be automatically assumed by and become the obligation of the transferee.

17. Construction. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to transfer a useable right of use and enjoyment is carried out.

18. Notice. All notices authorized and required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice shall be deemed to have been given when received by the party to whom such notice is addressed.

19. Attorneys' Fees. KEYS, the Developer or any owner of the Property, the Substation Parcel or the Parking Parcel may enforce this Agreement by appropriate action, and if unauthorized use is being made of the easement premises, any of the parties hereto may also restrain or terminate such unauthorized use by appropriate proceedings after written notice to the owner of such parcel and failure to abate such use. In the event of any suit, action or proceedings at law or in equity, by either of the parties hereto against the other by reason of any matter or thing arising out of this Agreement, the prevailing party shall recover not only its legal costs, but reasonable attorneys' fees including appellate, bankruptcy and post-judgment collection proceedings for the maintenance or defense of said action or suit, as the case may be. Any judgment rendered in connection with any litigation arising out of this Agreement shall bear interest at the rate of eighteen (18%) percent per annum.

20. Public Not a Beneficiary. Nothing in this Agreement shall be construed to dedicate any property or any interest or estate therein to or for public purposes nor shall any provision hereunder be construed to create any right in or for the benefit of the general public. The easements, rights and privileges granted by this section shall be for the benefit of, and be restricted solely to, the owner or owners from time to time of all or any portion of the Property, the Substation Parcel, the Developer and its successors and/or assigns and KEYS, but such owner or owners may grant the benefit of such easements, rights and privileges to their tenants or affiliates, now or hereafter occupying a building or portions thereof on such Parcels for the period of such tenancy, and to the customers, employees and business invitees of such owner or owners and tenants, franchisees, or affiliates, but the same is not intended, and shall not be construed, to create any rights in and for the benefit of the general public.

21. Counterparts. This Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart. It shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind each party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

22. KEYS agrees that its use of the easements granted herein shall not unreasonably disturb the use and occupancy of the Parcels by the Developer or its tenants for the purposes set forth in the Leases so long as the Developer remains in full and faithful compliance of the terms of the Leases. The Developer agrees that its use of the easements granted herein shall not unreasonably disturb the use of the Substation Parcel or the easement areas by KEYS.

Signatures on following page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

"KEYS"

Witnesses:

Utility Board of the City of Key West,
Florida, d/b/a Keys Energy Services

By: [Signature]

Name: Robert R Padron

Its: Chairman

Date: 12-17-04

[Signature]
Name: Carl R Jansen

[Signature]
Name: ERICA N. HUGHES

"MARKET RATE UNITS' DEVELOPER"

Witnesses:

~~Steamplant Condominiums, LLC~~

By: ~~[Signature]~~

Name: Edwin O. Swift, III

Its: Managing Member

Date: 12-20-04

[Signature]
Name: John Spottswood

[Signature]
Name: ERICA N. HUGHES

"AFFORDABLE HOUSING UNITS' DEVELOPER"

Witnesses:

~~Old Town Key West Development, LLC~~

By: ~~[Signature]~~

Name: Edwin O. Swift, III


Its: Managing Member

Date: 12-20-04

[Signature]
Name: John Spottswood

[Signature]
Name: ERICA N. HUGHES

Old Town Key West Development, LLC

By: 

Name: Christopher C Belland

Its: Managing Member

Date: 12-20-04



Erica N Hughes
ERICA N. HUGHES

By: 

Name: Gerald R Mosher

Its: Managing Member

Date: 12-20-04



Erica N Hughes
ERICA N. HUGHES

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 17 day of December, 2004, by Robert B. Padron as Chairman of the Board, on behalf of the Utility Board of the City of Key West, Florida, d/b/a Keys Energy Services. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC:

Sign: Gae Ganister
Print: Gae Ganister
State of Florida at Large (Seal)
My commission expires:

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 20 day of December, 2004, by Edwin C. Swift Tu, as Manager, on behalf of Steamplant Condominiums, LLC. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign: [Signature]
Print: _____
State of Florida at Large (Seal)
My commission expires:

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 20 day of December, 2004, by Edwin C. Swift, Christopher Belland + Gerald E. Mosier as managers/members on behalf of Old Town Key West Development, LLC. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC:

Sign: [Signature]
Print: _____
State of Florida at Large (Seal)
My commission expires:

- Exhibit A: Properly
- Exhibit B: Market Rate Units
- Exhibit C: Affordable Housing Units
- Exhibit D: Substation Parcel
- Exhibit E: Parking Parcel
- Exhibit F: Site Plan
- Exhibit G: Ingress/Egress Easement area
- Exhibit H: Drainage Retention area

EXHIBIT "A"
LEGAL DESCRIPTION
OVERALL PROPERTY

On the Island of Key West, Monroe County, Florida and being more particularly described as follows:

Beginning at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence N.00°10'51"W., along the said Easterly Line of Trumbo Road a distance of 354.45 feet; thence N.89°58'00"E., a distance of 458.57 feet; thence S.39°56'12"E., a distance of 79.96 feet; thence S.49°58'00"W., a distance of 378.29 feet; thence N.40°01'33"W., a distance of 32.98 feet; thence S.50°00'00"W., a distance of 200.04 feet to the said Northeasterly Right-of-Way Line of Grinnell Street; thence N.40°00'00"W., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 69.52 feet to the Point of Beginning.
Parcel contains 127462 square feet or 2.93 acres, more or less.

EXHIBIT "B"
LEGAL DESCRIPTION
MARKET RATE PROPERTY

On the Island of Key West, Monroe County, Florida and being more particularly described as follows: Beginning at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence N.00°10'51"W., along the said Easterly Line of Trumbo Road a distance of 354.45 feet; thence N.89°58'00"E., a distance of 458.57 feet; thence S.39°56'12"E., a distance of 79.96 feet; thence S.49°58'00"W., a distance of 378.29 feet; thence N.40°01'33"W., a distance of 32.98 feet; thence S.50°00'00"W., a distance of 200.04 feet to the said Northeasterly Right-of-Way Line of Grinnell Street; thence N.40°00'00"W., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 69.52 feet to the Point of Beginning. Parcel contains 127462 square feet or 2.93 acres, more or less.

LESS AND EXCEPT ;THE FOLLOWING DESCRIBED PROPERTY:

On the Island of Key West, Monroe County, Florida and being more particularly described as follows:

Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 49.52 feet; thence N.50°00'00"E., a distance of 5.00 feet to the Point of Beginning; thence N.50°00'00"E., a distance of 278.90 feet to a point on a curve to the left, having: a radius of 7.15 feet, a central angle of 84°24'47", a chord bearing of S.83°08'39"E. and a chord length of 9.61 feet; thence along the arc of said curve, an arc length of 10.53 feet to the point of tangency of said curve; thence N.54°38'57"E., a distance of 71.76 feet; thence N.65°38'21"E., a distance of 56.38 feet to the point of curvature of a curve to the left, having: a radius of 25.00 feet, a central angle of 15°39'00" a chord bearing of N.57°48'51"E. and a chord length of 6.81 feet; thence along the arc of said curve, an arc length of 6.83 feet to the point of tangency of said curve; thence N.49°59'21"E., a distance of 88.83 feet to the point of curvature of a curve to the left, having: a radius of 13.00 feet, a central angle of 74°44'10", a chord bearing of N.12°37'16"E. and a chord length of 15.78 feet; thence along the arc of said curve, an arc length of 16.96 feet to the point of reverse curvature of a curve to the right, having: a radius of 29.00 feet, a central angle of 58°21'22", a chord bearing of N.04°25'52"E. and a chord length of 28.28 feet; thence along the arc of said curve, an arc length of 29.54 feet to the point of reverse curvature of a curve to the left, having: a radius of 13.00 feet, a central angle of 123°38'33", a chord bearing of N.28°12'44"W. and a chord length of 22.92 feet; thence along the arc of said curve, an arc length of 28.05 feet to the point of tangency of said curve; thence S.89°58'00"W., a distance of 98.31 feet; thence S.00°02'00"E., a distance of 79.45 feet; thence S.89°58'00"W., a distance of 25.08 feet; thence S.00°02'00"E., a distance of 38.42 feet; thence S.54°59'20"W., a distance of 64.89 feet; thence N.75°27'59"W., a distance of 58.28 feet; thence S 58°33'31" W a distance of 46.80 feet; thence S.45°20'23"W., a distance of 65.74 feet; thence S.60°44'13"W., a distance of 43.38 feet; thence S.45°20'23"W., a distance of 105.43 feet; thence S.00°10'51"E., a distance of 24.39 feet; thence S.40°00'00"E., a distance of 47.71 feet to the Point of Beginning.
Parcel contains 34,885 square feet or 0.80 acres, more or less.

AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

On the Island of Key West, Monroe County, Florida and being more particularly described as follows:

Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 69.52 feet; thence N.50°00'00"E., a distance of 200.04 feet to the Point of Beginning; thence N.49°58'00"E., a distance of 135.00 feet; thence S.40°02'00"E., a distance of 32.98 feet; thence S.49°58'00"W., a distance of 127.50 feet; thence N.40°02'00"W., a distance of 25.48 feet to the point of curvature of a curve to the left, having: a radius of 7.50 feet, a central angle of 89°58'00", a chord bearing of N.85°01'00"W. and a chord length of 10.60 feet; thence along the arc of said curve, an arc length of 11.78 feet to the Point of Beginning.

Parcel contains 4249 square feet or 0.10 acres, more or less.

STEAMPLANT LEASE AFFORDABLE RATE UNITS
Exhibit "C"

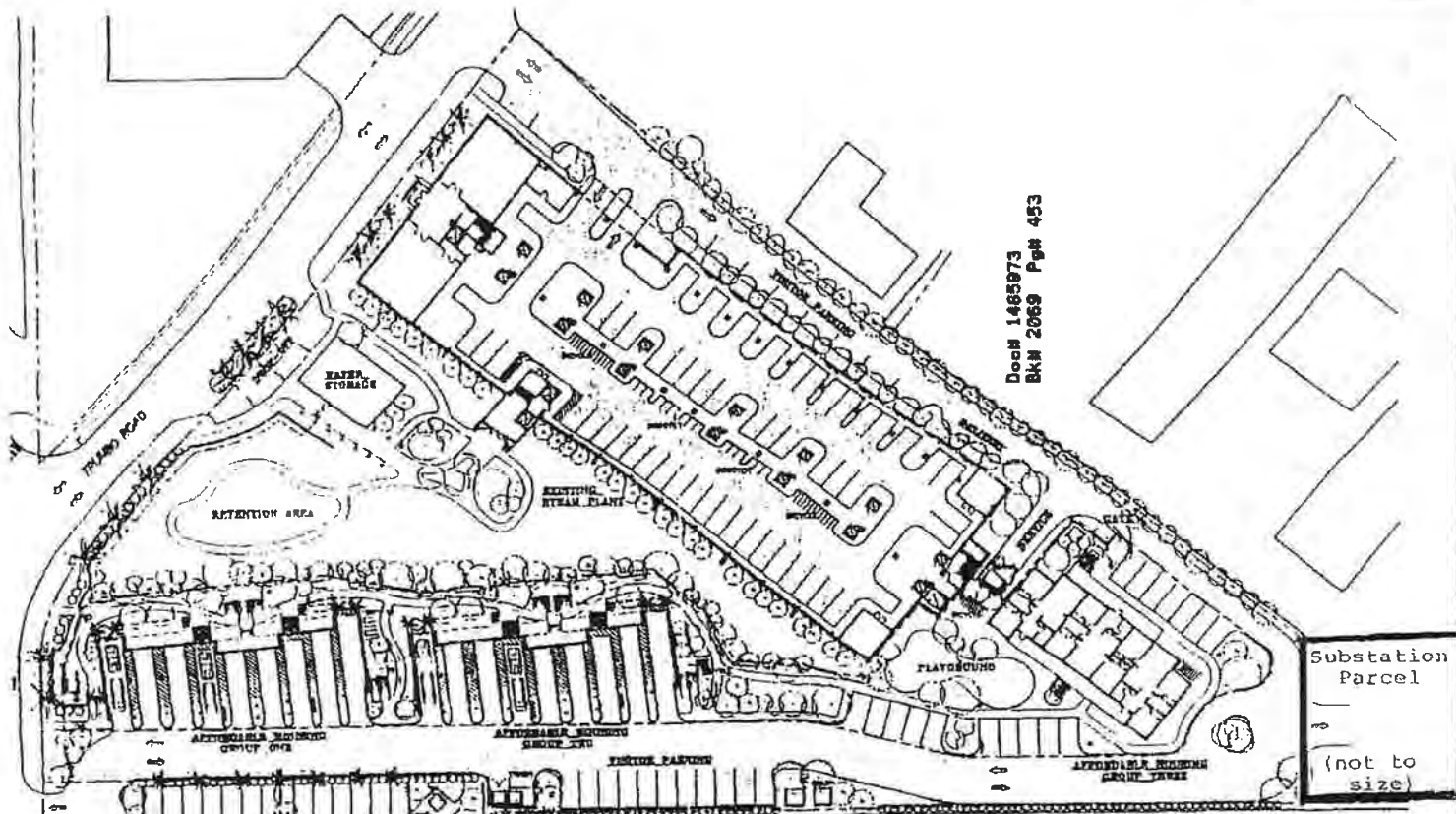
LEGAL DESCRIPTION: (Affordable Housing)

On the Island of Key West, Monroe County, Florida and being more particularly described as follows: Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 49.52 feet; thence N.50°00'00"E., a distance of 5.00 feet to the Point of Beginning; thence N.50°00'00"E., a distance of 278.90 feet to a point on a curve to the left, having: a radius of 7.15 feet, a central angle of 84°24'47", a chord bearing of S.83°08'39"E. and a chord length of 9.61 feet; thence along the arc of said curve, an arc length of 10.53 feet to the point of tangency of said curve; thence N.54°38'57"E., a distance of 71.76 feet; thence N.65°38'21"E., a distance of 56.38 feet to the point of curvature of a curve to the left, having: a radius of 25.00 feet, a central angle of 15°39'00" a chord bearing of N.57°48'51"E. and a chord length of 6.81 feet; thence along the arc of said curve, an arc length of 6.83 feet to the point of tangency of said curve; thence N.49°59'21"E., a distance of 88.83 feet to the point of curvature of a curve to the left, having: a radius of 13.00 feet, a central angle of 74°44'10", a chord bearing of N.12°37'16"E. and a chord length of 15.78 feet; thence along the arc of said curve, an arc length of 16.96 feet to the point of reverse curvature of a curve to the right, having: a radius of 29.00 feet, a central angle of 58°21'22", a chord bearing of N.04°25'52"E. and a chord length of 28.28 feet; thence along the arc of said curve, an arc length of 29.54 feet to the point of reverse curvature of a curve to the left, having: a radius of 13.00 feet, a central angle of 123°38'33", a chord bearing of N.28°12'44"W. and a chord length of 22.92 feet; thence along the arc of said curve, an arc length of 28.05 feet to the point of tangency of said curve; thence S.89°58'00"W., a distance of 98.31 feet; thence S.00°02'00"E., a distance of 79.45 feet; thence S.89°58'00"W., a distance of 25.08 feet; thence S.00°02'00"E., a distance of 38.42 feet; thence S.54°59'20"W., a distance of 64.89 feet; thence N.75°27'59"W., a distance of 58.28 feet; thence S 58°33'31" W a distance of 46.80 feet; thence S.45°20'23"W., a distance of 65.74 feet; thence S.60°44'13"W., a distance of 43.38 feet; thence S.45°20'23"W., a distance of 105.43 feet; thence S.00°10'51"E., a distance of 24.39 feet; thence S.40°00'00"E., a distance of 47.71 feet to the Point of Beginning. Parcel contains 34,885 square feet or 0.80 acres, more or less.

AND

LEGAL DESCRIPTION: (Lease Back)

On the Island of Key West, Monroe County, Florida and being more particularly described as follows: Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 69.52 feet; thence N.50°00'00"E., a distance of 200.04 feet to the Point of Beginning; thence N.49°58'00"E., a distance of 135.00 feet; thence S.40°02'00"E., a distance of 32.98 feet; thence S.49°58'00"W., a distance of 127.50 feet; thence N.40°02'00"W., a distance of 25.48 feet to the point of curvature of a curve to the left, having: a radius of 7.50 feet, a central angle of 89°58'00", a chord bearing of N.85°01'00"W. and a chord length of 10.60 feet; thence along the arc of said curve, an arc length of 11.78 feet to the Point of Beginning. Parcel contains 4249 square feet or 0.10 acres, more or less.



Deed 1485073
 BKN 2069 Page 453

Substation Parcel
 (not to size)



SITE MASTER PLAN

SCALE: 1" = 25'-0"

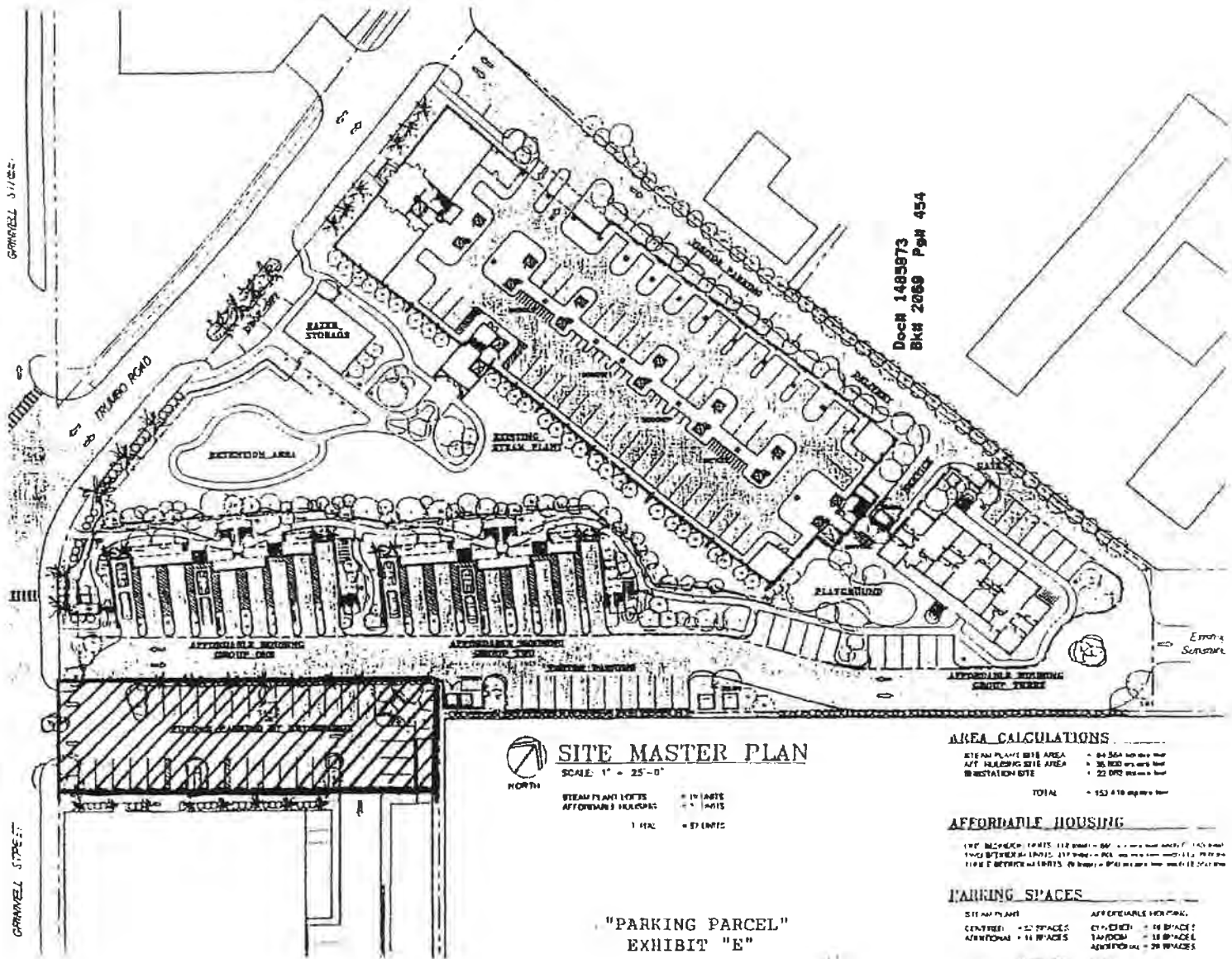
SITE MASTER PLAN LOT 15 = 18 UNITS
 AFFORDABLE HOUSING = 25 UNITS
 TOTAL = 43 UNITS

AREA CALCULATIONS
 SITE MASTER PLAN LOT 15 = 18 UNITS
 AFFORDABLE HOUSING = 25 UNITS
 TOTAL = 43 UNITS

AFFORDABLE HOUSING
 LOT 15 (18 UNITS) = 18 UNITS
 TOTAL AFFORDABLE HOUSING = 25 UNITS

PARKING SPACES
 SITE MASTER PLAN LOT 15 = 18 UNITS
 AFFORDABLE HOUSING = 25 UNITS
 TOTAL = 43 UNITS

SUBSTATION PARCEL
EXHIBIT "D"



Doc# 1489973
Bk# 2069 P#M 454

SITE MASTER PLAN
SCALE: 1" = 25'-0"
NORTH
 STEAM PLANT LOTS: 11 LOTS
 AFFORDABLE HOUSING: 11 UNITS
 1 HALL = 57 UNITS

AREA CALCULATIONS

SITE AND PLANT SITE AREA	= 64,564 sq. ft. (1.48 ac)
AFT. HOUSING SITE AREA	= 36,100 sq. ft. (0.82 ac)
RECREATION SITE	= 22,000 sq. ft. (0.50 ac)
TOTAL	= 122,664 sq. ft. (2.80 ac)

AFFORDABLE HOUSING
 11 UNITS (50% AFFORDABLE) 110 UNITS (50% AFFORDABLE) 121 UNITS
 TWO BUTHERS UNITS 117 UNITS (50% AFFORDABLE) 234 UNITS
 11 UNITS (50% AFFORDABLE) 11 UNITS (50% AFFORDABLE) 22 UNITS

PARKING SPACES

SITE AND PLANT	AFFORDABLE HOUSING
CENTRAL = 22 SPACES	CENTRAL = 16 SPACES
ADDITIONAL = 11 SPACES	ADDITIONAL = 11 SPACES
	ADDITIONAL = 28 SPACES
TOTAL	TOTAL = 55 SPACES

"PARKING PARCEL"
EXHIBIT "E"

GARNWELL STREET

GARNWELL STREET

Doc# 1485973
Bk# 2088 P# 455

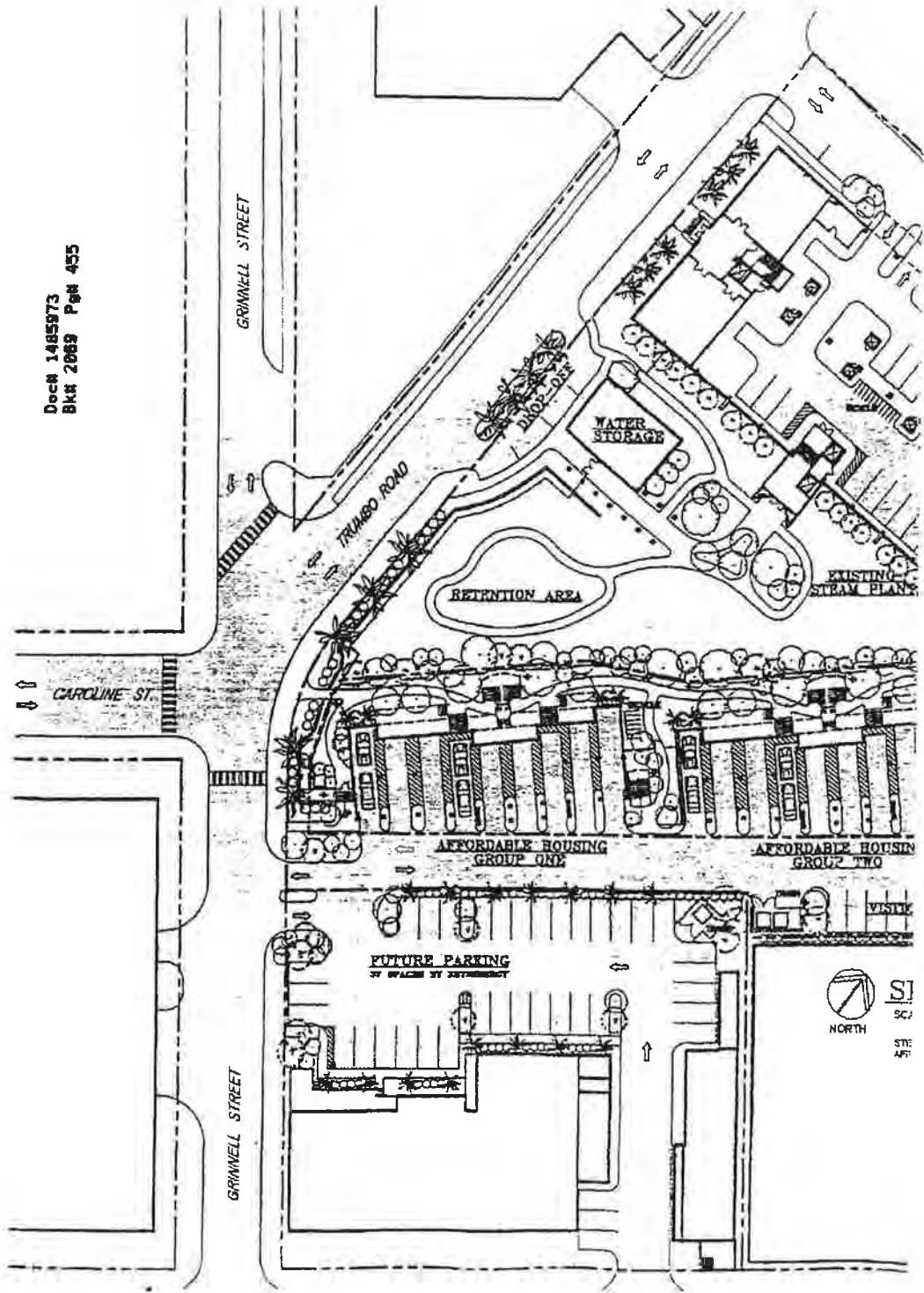


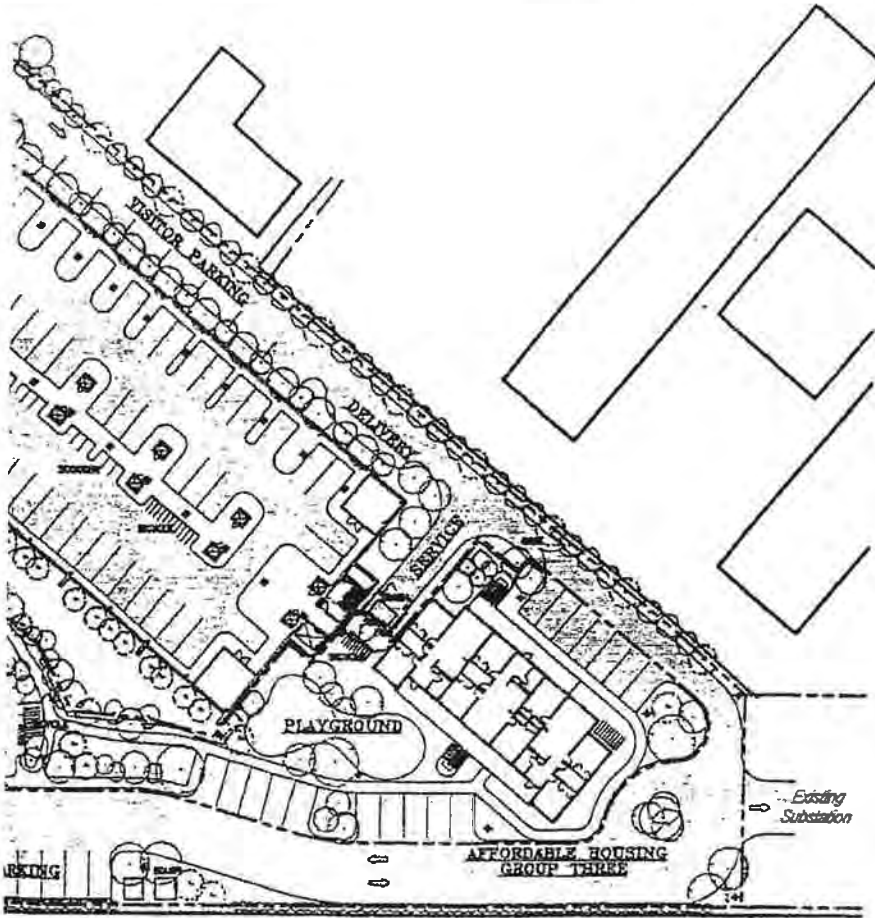
EXHIBIT " F "



Michael E. Ingers Architect & Associates
 504 Webster St., Key West, FL 33040
 Tel: 305-292-7722 • Fax: 305-292-2182
 E-Mail: ingers@ingersarch.com
 Florida Registration No. 5328

SEAL

ISSUE DATE	December 13, 2017
ISSUED FOR	
DRAWN BY:	Peter J. Olier
REVISIONS:	
	▲
	▲
	▲



**KEY WEST
 STEAM PLANT**
 TRUMBO ROAD, KEY WEST, FLORIDA 33040

MASTER PLAN

LOFTS	+ 19 UNITS
HOUSING	+ 38 UNITS
TOTAL	= 57 UNITS

AREA CALCULATIONS

STEAM PLANT SITE AREA	= 24,254 square feet
AFF. HOUSING SITE AREA	= 36,800 square feet
SUBSTATION SITE	= 22,062 square feet
TOTAL	= 83,116 square feet

AFFORDABLE HOUSING

ONE BEDROOM UNITS (12 total)	= 585 square feet each (7,140 total)
TWO BEDROOM UNITS (17 total)	= 600 square feet each (10,200 total)
THREE BEDROOM UNITS (9 total)	= 820 square feet each (7,380 total)

PARKING SPACES

STEAM PLANT	AFFORDABLE HOUSING
COVERED = 52 SPACES	COVERED = 18 SPACES
ADDITIONAL = 14 SPACES	TANDEM = 18 SPACES
	ADDITIONAL = 23 SPACES
TOTAL = 66 SPACES	TOTAL = 59 SPACES

SITE MASTER PLAN

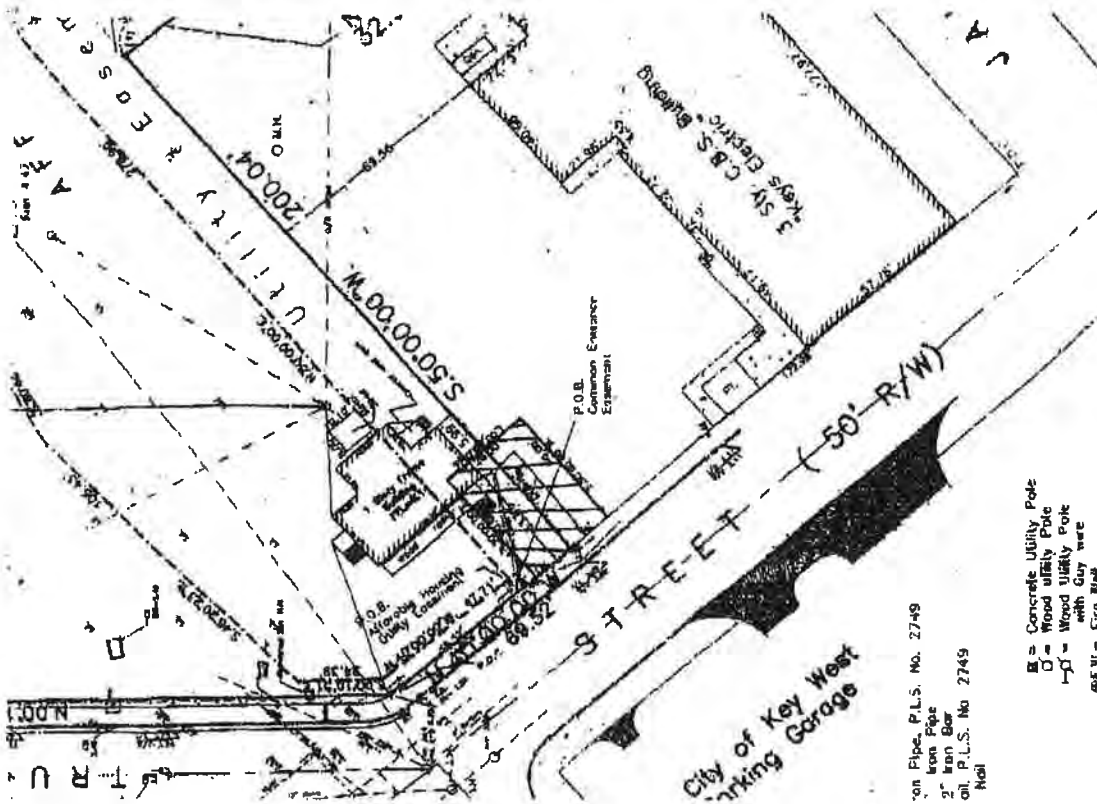
SHEET:

A1.1
OF

EXHIBIT G
INGRESS EGRESS EASEMENT AREA

Also known as Common Entrance Easement:

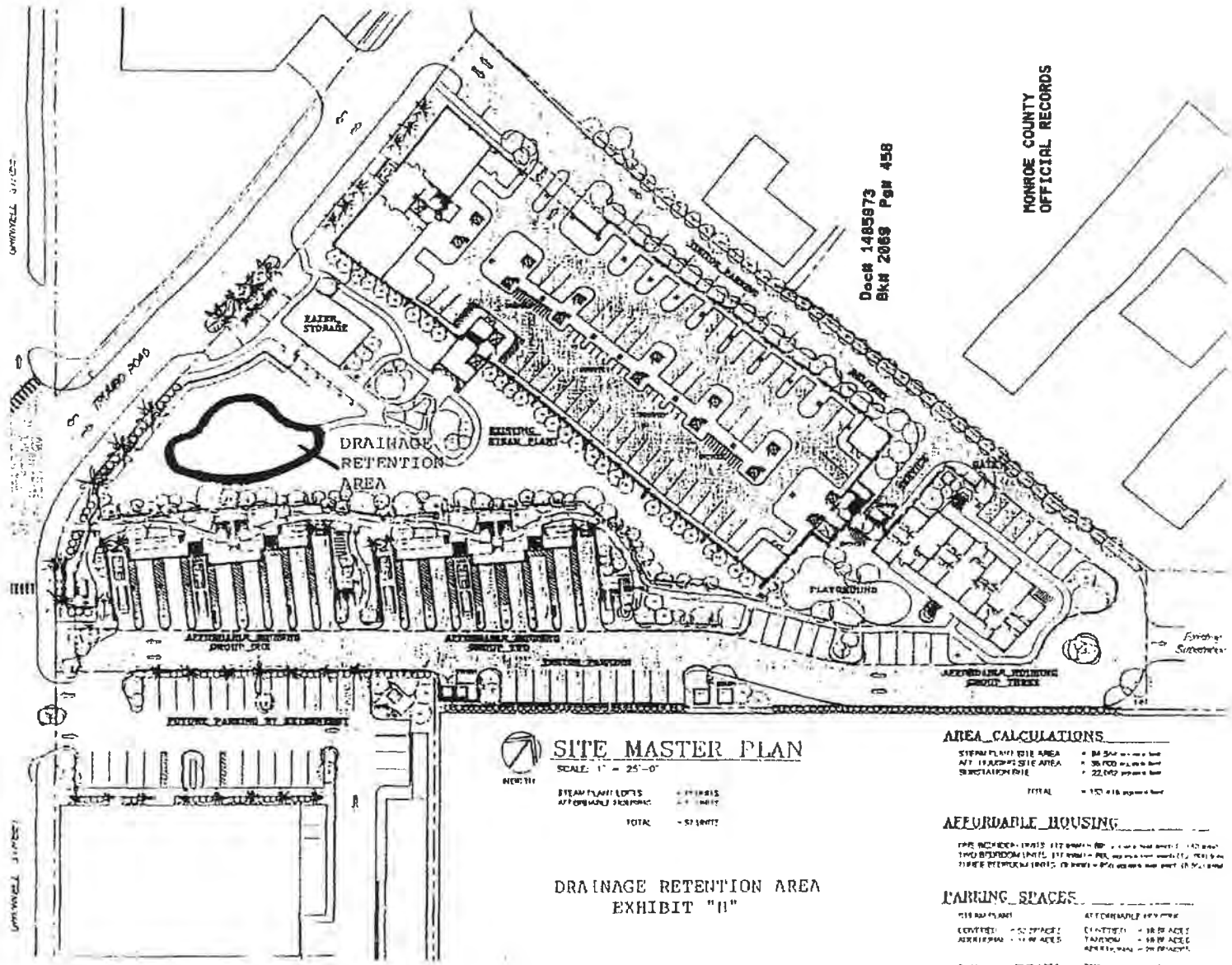
On the Island of Key West, Monroe County, Florida and being more particularly described as follows: Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 55.52 feet to the Point of Beginning; thence N.50°00'00"E., a distance of 40.00 feet; thence S.40°00'00"E., a distance of 28.00 feet; thence S.50°00'00"W., a distance of 40.00 feet to the said Northeasterly Right-of-Way Line of Grinnell Street; thence N.40°00'00"W., a distance of 28.00 feet to the Point of Beginning.



Iron Pipe, P.L.S. No. 2749
 Iron Pipe
 2" Iron Bar
 Oil, P.L.S. No. 2749
 Nail

Concrete Utility Pole
 Wood Utility Pole
 Wood Utility Pole with Guy wire
 2x4 - City Wall

City of Key West
 Parking Garage



Doc# 1485973
Bk# 2069 P# 458

MONROE COUNTY
OFFICIAL RECORDS

SITE MASTER PLAN
SCALE: 1" = 25'-0"

STREAM PLANT LOTS: 4
AFFORDABLE HOUSING: 2
TOTAL: 6

**DRAINAGE RETENTION AREA
EXHIBIT "D"**

AREA CALCULATIONS

STREAM PLANT SITE AREA	48,500 sq. ft.
AFF. HOUSING SITE AREA	36,700 sq. ft.
DRAINAGE POND	22,000 sq. ft.
TOTAL	107,200 sq. ft.

AFFORDABLE HOUSING

ONE BEDROOM UNITS: 117 UNITS @ 1,100 sq. ft. each = 128,700 sq. ft.
TWO BEDROOM UNITS: 117 UNITS @ 1,100 sq. ft. each = 128,700 sq. ft.
THREE BEDROOM UNITS: 117 UNITS @ 1,100 sq. ft. each = 128,700 sq. ft.

PARKING SPACES

EXISTING	110 SPACES	AFFORDABLE HOUSING	117 UNITS @ 1 SPACE EACH = 117 SPACES
NEW	117 SPACES	TOTAL	227 SPACES



RESOLUTION NO. 93-533

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF ATTACHED LEASE AGREEMENT BETWEEN THE CITY OF KEY WEST AND UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA (CITY ELECTRIC SYSTEM) FOR THE PARKING GARAGE; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Commission of the City of Key West, Florida as follows that the attached Lease Agreement between the City of Key West and Utility Board of the City of Key West (City Electric System) is hereby approved. The City Manager is hereby authorized to execute said Agreement on behalf of the City of Key West, and the City Clerk is hereby authorized to attest to his signature and affix the Seal of the City thereto.

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

Passed and adopted by the City Commission at a meeting held this 16th day of November, 1993.

Authenticated by Mayor pro tem and City Clerk on November 18, 1993.

Harry L. Bethel
HARRY L. BETHEL, MAYOR PROTEM
STATE OF FLORIDA
COUNTY OF MONROE
CITY OF KEY WEST

ATTEST:
Josephine Parker
JOSEPHINE PARKER, CITY CLERK

(This copy is a true copy of the original on file in this office. Witness my hand and official seal this 23 day of November, 1993.

By *Josephine Parker*
CITY CLERK

LEASE AGREEMENT

This indenture made this 13th day of October, 1993, between UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA (CITY ELECTRIC SYSTEM), Lessor, hereinafter called CES and CITY OF KEY WEST, FL, Lessee, hereinafter called the City.

WITNESSETH:

1. **Description of premises.** CES does hereby lease to the City the premises located in Key West, Monroe County, Florida, described as:

Part of Lot Two (2), Square Twenty (20), according to the Wm. A. Whitehead's Map of the Island of Key West delineated in 1829, but better described by metes and bounds as follows:

Commencing at the intersection of the Southwesterly right of way line of Grinnell Street and the Southeasterly right of way line of Caroline Street, said point of intersection to be the point of beginning of the parcel of land hereinafter described: From said point of beginning, thence run in a Southwesterly direction along the Southeasterly right of way line of Caroline Street a distance of One Hundred Twenty (120) feet to a point; thence at a right angle run in a Southeasterly direction for a distance of Two Hundred Twenty-One (221) feet to a point, said point being on the Northwesterly right of way line of James Street; thence at a right angle run in a Northeasterly direction along the Northwesterly right of way line of James Street for a distance of One Hundred Twenty (120) feet out to the Southwesterly right of way line of Grinnell Street; thence at a right angle run in a Northwesterly direction along the Southwesterly right of way line of Grinnell Street for a distance of Two Hundred Twenty-One (221) feet back to the Point of Beginning.

2. **Term. TO HAVE AND TO HOLD** the above described premises unto the City for and during the term of 30 years commencing the 1st day of January, 1994, and ending on the 31st day of December, 2023. This lease is not assignable.

3. **Rents and Security.** The City, in consideration of the leasing of the premises aforesaid, does hereby covenant and agree to pay Ten Dollars (\$10.00) and other considerations.

4. **Taxes.** This hereby covenanted, stipulated and agreed between the parties hereto that the City will agree to pay all taxes, fees, licenses or charges whatsoever on the real property, buildings or improvements as they become due.

5. **Use of Premises, Generally.** City will build at the leased site a three story parking facility with 300 parking spaces, comprised of 250 Park and Ride spaces. Fifty (50) ground floor parking spaces dedicated for sole use by CES employees will also be provided. CES employees will be provided parking decals by the City or be provided a dedicated separate entrance. CES parking shall be free of charge. City shall have sole control of the facility during the term of the lease.

6. **Utilities.** The City agrees to comply with all applicable federal, state and local codes and the proper use of electricity, gas, water, sewer and other utilities to the subject premises. The city agrees to pay all monthly fees for water, sewer, electric, telephone, etc., for the entire facility.

7. **Design Review.** CES shall have the opportunity to review and comment on the architectural style of the facility. Reasonable requests from CES for changes in the architectural style of the facility will be made by the City. During the design stage, the City shall review the feasibility of constructing a drive-up window for the purpose of paying utility bills.

8. **Construction.** The construction of the Park and Ride facility is scheduled to begin February 1, 1994, and be completed by January 31, 1995. CES agrees to provide alternate CES employee parking during the construction period. Should such facility not be operational within a period of twenty-four (24) months from date of this lease, this lease shall be null and void.

9. **Control and Maintenance.** The City shall perform and be responsible for the cost of all repair and/or maintenance necessary to keep the demised premises in good order, repair and conditions and in a clean, sanitary and safe condition in accordance with all directions, rules and regulations of governmental agencies having jurisdiction. The City agrees to maintain the entire proposed facility, including CES' parking sections. The City also agrees to maintain in good order parking facility gate areas, ticket booth, restrooms, transfer shelter and related equipment for the duration of the lease. The City shall be responsible for providing security for the facility.

10. **Parking Fees.** All revenue generated from the City's two hundred and fifty (250) Park and Ride spaces shall be dedicated to support of the Key West Transit System. CES shall have the right to generate and collect revenue for CES' fifty (50) employee parking spaces. This revenue shall be dedicated for CES.

11. **Existing conditions.** The City shall be responsible for performing soil quality test of existing property for determination of soil contamination. Any soil contamination remedial work required for the new facility shall be the responsibility of the City.

12. **Manner of Payment and Giving Notice.** The checks for rental occurring hereunder shall be forwarded to City Electric System, 1001 James Street, Key West, Florida 33041-6100, and all notices given to CES hereunder shall be forwarded to CES, return receipt requested, until the City is notified otherwise in writing.

13. **CES's Covenant.** Upon the payment by the City of the rents provided, and upon the observation and performance of all the covenants, terms and conditions on the City's part to be observed and performed, the City shall peacefully and quietly hold and enjoy the subject premises for the term hereby demise without hindrance or interruption by CES or any other person or persons lawfully or equitably claiming by, through or under CES subject nevertheless, to the terms of this lease.

14. **Indemnification/Insurance.**

A. The City shall hold harmless, indemnify and defend CES, its directors, officers, employees and agents against any claim, action, loss, damage, injury, liability, cost and expense of whatever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of or incidental to this agreement, excluding only the negligence of CES, its directors, officers, employees or agents.

B. The City shall purchase and maintain, at a minimum, the following insurance coverages throughout the term of the lease. In addition, property insurance shall be maintained during construction.

Commercial General Liability

i. The City's insurance shall cover those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C. Medical Payments.

ii. The City shall maintain minimum limits of:

	<u>Limits</u>
General Aggregate Limit (Other than Products/Completed Operations)	\$1,000,000

Products-Completed Operations Aggregate Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Legal Liability Limit	\$50,000

Personal Auto Policy

i. The City's insurance shall cover those sources of liability which would be covered by part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

ii. The minimum limits to be maintained by the City (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per accident combined single limit for bodily injury liability and property damage liability.

iii. The Utility Board of the City of Key West shall be named Additional Insured on all insurance policies.

Property Insurance

i. During construction, the City's insurance shall cover those sources of loss that would be covered by the latest edition of the standard Builder's Risk form (ISO Form CP 00 20 and Cause of Loss - Special Form CP 10 30) as filed for use in the State of Florida by the Insurance Services Office without attachment of restrictive endorsements.

ii. The City shall maintain an amount of insurance equal to 100% of the completed value of the structure(s) and include The Utility Board of the City of Key West, Florida as an insured.

iii. Following completion of construction, the City's insurance shall cover those sources of loss that would be covered by the latest editions of Insurance Services Office forms CP 00 10 and CP 10 30 without the attachment of restrictive endorsements.

iv. The City shall maintain an amount of insurance equal to 100% of the insurable replacement cost value of the structure(s) inclusive of improvements or betterments and shall include The Utility Board of the City of Key West, Florida as an insured.

Workers' Compensation/Employers' Liability

i. The City's insurance shall cover all employees for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance; without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Maritime including Jones Act, Federal Employers Liability Act and any other applicable federal or state law.

ii. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease each employee, and \$1,000,000 bodily injury by disease policy limit or aggregate where such aggregate is applicable under the terms of the standard Workers' Compensation Policy.

C. All policies shall provide (to the extent such provisions are obtainable) the City and CES with at least forty-five (45) days written notice of cancellations, non-renewal or restriction in coverage. CES shall be included as an Additional Insured on the general liability and automobile liability policies.

A certificate or certificates of insurance shall be provided to the Lessor prior to the effective date of the lease and at least thirty (30) days prior to each renewal.

D. In the event the City refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this lease, that CES may, at their option, procure, or renew such insurance and all amounts of money paid therefore, shall be payable for with by the party who has failed to procure such insurance with interest at the current highest legal rate allowed in the State of Florida on the date of such purchase.

E. The City shall be responsible for the cost to repair or replace any of their contents or improvements and betterments in the event of damage or destruction.

15. **Observation of Laws and Ordinances.** The City agrees to observe, comply with and execute promptly, at their expense, during the term hereof all laws, rules, requirements, orders, directives, ordinances and

regulations and any and all governmental authorities or agencies and of all municipal departments, bureaus, boards and officials due to its use or occupancy of the subject premises, and to obtain and maintain during the term thereof any and all certificates, licenses, and other documents necessary for lawful occupation and operation.

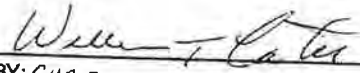
16. **Surrender at End of Term.** Upon the expiration of the term hereof or sooner termination of this lease as herein provided, the City agrees to surrender and yield possession of the premises peacefully and without further notice, and in good order and condition but subject to ordinary wear and reasonable use thereof. In the event the City discontinues use, refuses to repair or abandons the facility, City shall be responsible for cost of demolition and disposal of the facility.


17. **Entire Agreement.** This lease sets forth all covenants, promises, agreements and understandings between CES and the City concerning the subject premises. Except as here and otherwise provided, no subsequent alteration, amendment, change, or addition to this lease shall be binding upon CES and the City unless reduced to writing and signed by both parties.

18. **Partial Invalidity.** If any term, covenant or addition of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, insofar as is reasonable the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

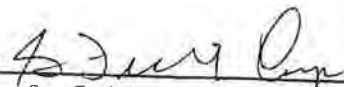
IN WITNESS THEREOF, the parties hereunto executed this lease the day and year first written above.

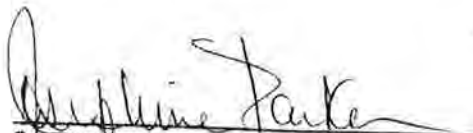
UTILITY BOARD OF THE CITY OF KEY WEST


BY: CHAIRMAN


LEO L. CAREY
ASS. TO GEN. MGR.
for Secretary/GEN. MGR.
ROBERT R. PADRON

CITY OF KEY WEST


BY: G. Felix Cooper
City Manager
11/19/93


Secretary Josephine Parker
City Clerk

Mr. Arnold	Yes
Dr. Cox	Yes
Mr. Knowles	Yes
Mr. Robinson	Yes
Mr. Cates	Yes

Mr. Carey thanked the Board for having the confidence in his abilities to take over the position of General Manager and expressed that he would do his best to fulfill the requirements of General Manager.

Still under Old Business, Mr. Knowles asked if, before we share our excess dollars with the City, are we going to amend the budget. Mr. Padron responded that the Board would be presented with an amendment to the budget at the Utility Board meeting prior to the end of the fiscal year.

Chairman Cates proceeded to Item #7 - New Business

There was no New Business to come before the Board.

Chairman Cates proceeded to Item #8 - Review and Approve Preliminary Design of City of Key West Parking Garage - Manager

Mr. Sonny McCoy, architect for the project, and Mr. Raymond Archer, representing the City on the project, presented artist renderings to the Utility Board and described the facility in detail. Mr. Larry Thompson, Operations Manager, was asked by the Board if all of CES' concerns with the project had been addressed. Mr. Thompson stated that the issue of the drive-through window still needed to be addressed. Mr. McCoy stated that that issue would be addressed and resolved before the final plan was presented.

Dr. Cox raised the issue of the cornerstone that would be placed on the structure and stated that, since this project is a joint effort between the City of Key West and City Electric System, CES' name should be engraved on the cornerstone.

Mr. Archer told the Board that he would present his suggestion to the City Commission. Mr. Archer also told the Board that, at any time during the planning stage of the garage, if the Board members or any of CES' staff has any problems or concerns, to please give him a call and he will personally handle those issues.

August 10, 1994

Mr. McCoy and Mr. Archer discussed the Park and Ride program and the FDOT grant that will be providing funds for this specific transit system. Mr. Archer told the Board that this program will not be funded by ad valorem taxes.

Dr. Cox and Mr. Knowles both raised the issue of the CES employee entrance to the parking facility.

Mr. McCoy responded that CES would have its own entrance with signs that will specifically state that that entrance is for CES employees only.

Mr. McCoy suggested that an electric gate be placed at the CES employee entrance and each employee issued an electronic device to open the gate; that would ensure that no one else could enter CES' parking area.

Motion was made by Mr. Knowles to approve the preliminary design of the City of Key West Parking Garage, contingent upon CES and the City resolving the two items of concern; the drive-through window and the cornerstone. Seconded by Mr. Arnold. There being no discussion on the motion, Mr. Padron called the roll and the following vote was recorded:

Mr. Arnold	Yes
Dr. Cox	Yes
Mr. Knowles	Yes
Mr. Robinson	Yes
Mr. Cates	Yes

Chairman Cates proceeded to Item #9 - Discuss Construction Status Report - July, 1994 - Manager

Mr. Padron updated the Utility Board on the most recent capital projects, focusing mainly on the upgrade of the telephone system. Mr. Padron explained that the upgrade of the telephone system should be completed by mid-September. There was no further discussion on the report.

Chairman Cates proceeded to Item #10 - 3rd Quarter Financial & Budget Review & Presentation of Collection Statistics - Manager

Mr. Padron turned the presentation over to the Finance Manager, Mr. Stan Rzad, who proceeded to tell the Board that the revenue per KWH for the third quarter is basically unchanged but is slightly better than APPA data. Mr. Rzad told the Board that CES' total assets since 1993 is also basically unchanged and that those figures are slightly higher than the APPA data.

THE CITY OF KEY WEST POST OFFICE BOX 1409 KEY WEST FLORIDA 33041

03748

DATE	INVOICE	DESCRIPTION	PO	AMOUNT	
12/06/2000	31516	LEASING/RENTALS	027834	300.00	
01-421030-00-000					
UTILITY BOARD OF KEY WEST				TOTAL	*****300.00



THE CITY OF KEY WEST
OPERATING ACCOUNT
POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041

FIRST STATE BANK OF THE
FLORIDA KEYS
KEY WEST, FLORIDA 33040

037486

VENDOR NUMBER	DATE	CHECK NUMBER	NET AMOUNT
654	12/08/2000	37486	*****300.00

THREE HUNDRED AND 00/100 DOLLARS *****

PAY TO THE ORDER OF
UTILITY BOARD OF KEY WEST
P O BOX 6100
KEY WEST FL 33041

Handwritten signature

⑈037486⑈ ⑆067000438⑆ 0100903118⑈

*Payment for 30 yrs for
property that Park &
Side is on*

Authorization Form

**City of Key West
Planning Department**



Authorization Form
(Where Owner is a Business Entity)

Please complete this form if someone other than the owner is representing the property owner in this matter.

I, Jack Wetzler as
Please Print Name of person with authority to execute documents on behalf of entity

Assistant General Manager of Utility Board of the City of Key West, Florida
Name of office (President, Managing Member) *Name of owner from deed*

authorize Bender & Associates Architects Bert Bender, Haven Burkee and/or Donna Bosold
Please Print Name of Representative

to be the representative for this application and act on my/our behalf before the City of Key West.

Jack Wetzler
Signature of person with authority to execute documents on behalf on entity owner

Subscribed and sworn to (or affirmed) before me on this 04/25/2014 by
date

Jack Wetzler
Name of Authorized Representative

He/She is personally known to me or has presented _____ as identification.

Edee Gates-Delph
Notary's Signature and Seal

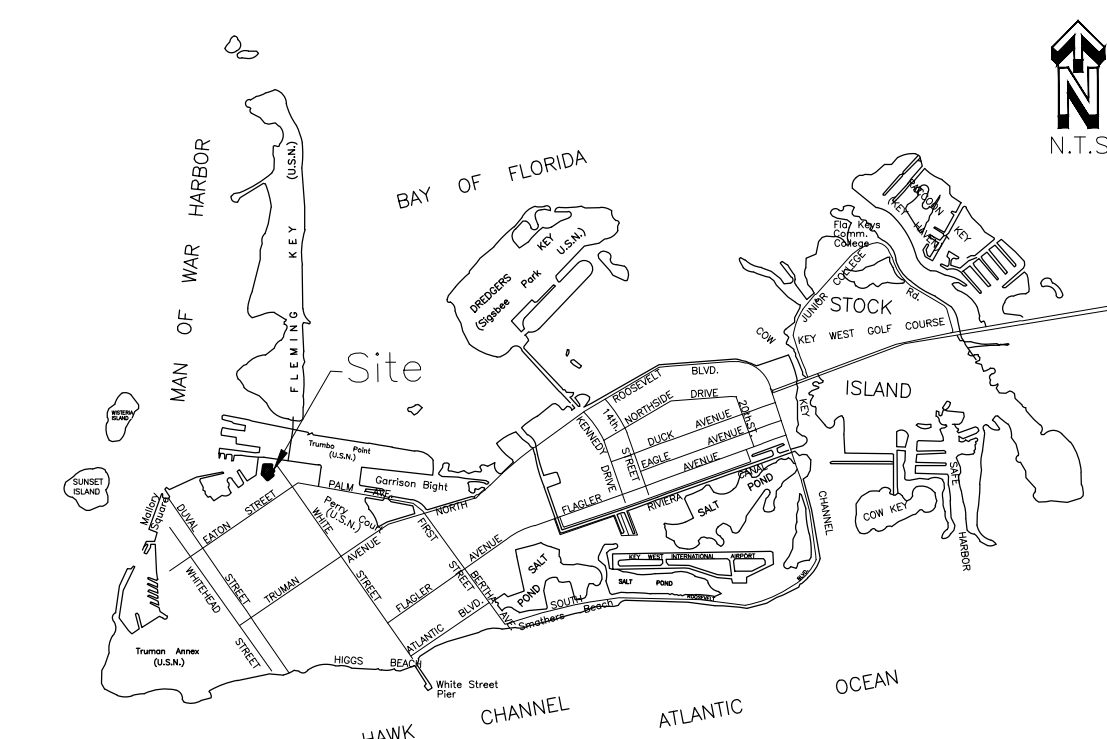
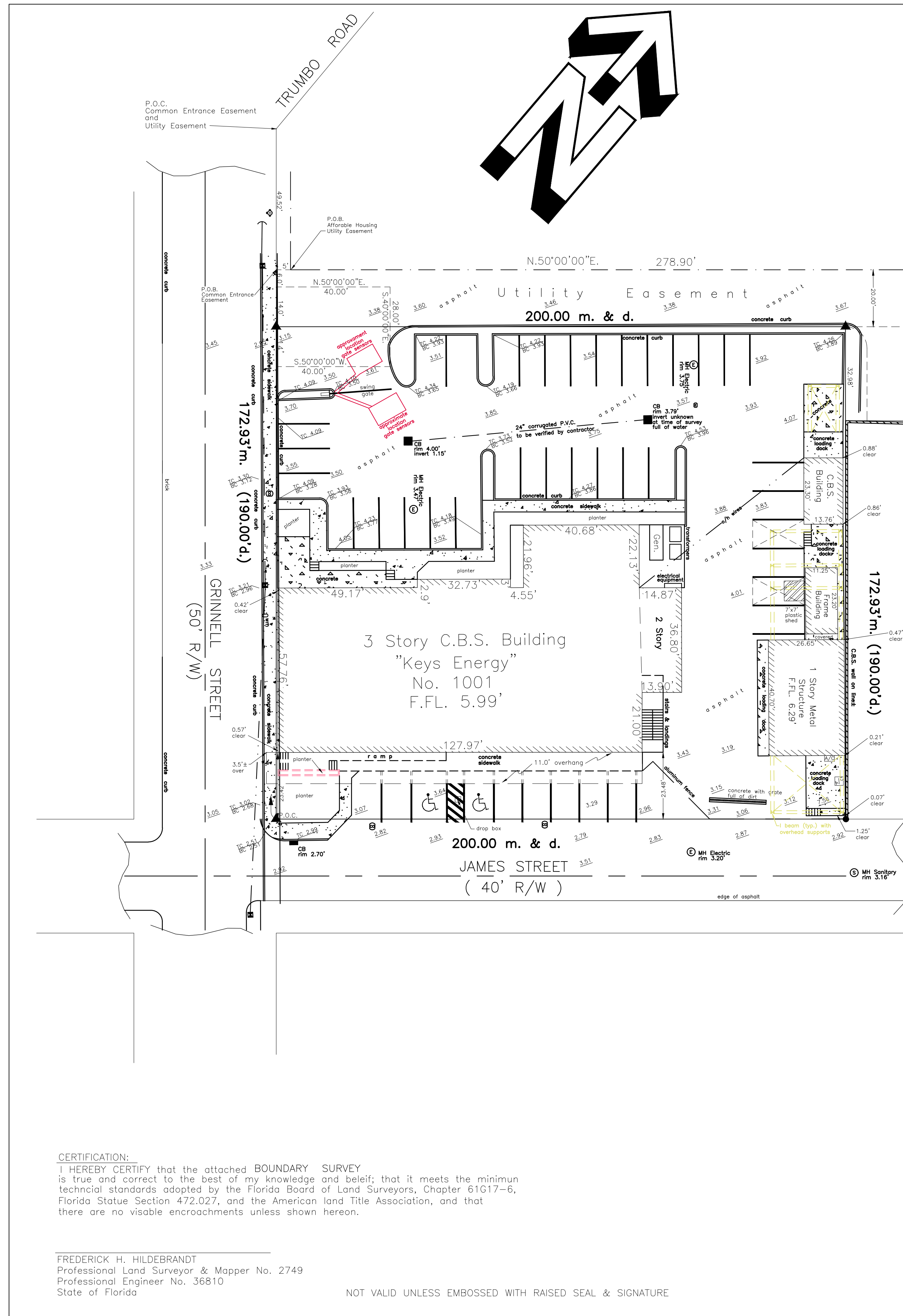
Edee Gates-Delph
Name of Acknowledger typed, printed or stamped



FF 25885
Commission Number, if any

Verification Form

Survey



LOCATION MAP
City of Key West
and Stock Island

LEGAL DESCRIPTION:

A parcel of land in Square 19 and/or in the filled land contiguous to the Northerly and Northwesterly boundary of said Square 19, on the Island of Key West, Florida according to the William A. Whitehead's map of said Island and being more particularly described by metes and bounds as follows:
Commencing at the intersection of the Northwesterly property line of James Street and the Northeasterly property line of Grinnell Street, said intersection also to be known as the Point of Beginning of the parcel of land hereinafter described, bear Northwesterly along the Northeasterly property line of Grinnell Street for a distance of 190 feet to a point; thence at right angles and Northeasterly and parallel with the Northwesterly property line of James Street for a distance of 200 feet to a point; thence at right angles and Southeasterly and parallel with the Northeasterly property line of Grinnell Street for a distance of 190 feet to a point on the Northwesterly property line of James Street; thence at right angles and Southwesterly along the Northwesterly property line of James Street for a distance of 200 feet, back to the Point of Beginning; subject to an encroachment of 9 inches along the Northwesterly boundary of this Parcel No.1.

LEGAL DESCRIPTION: (Utility Easement)

On the Island of Key West, Monroe County, Florida and being more particularly described as follows:
Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way line of Grinnell Street a distance of 49.52 feet to the Point of Beginning; thence N.50°00'00"E., a distance of 283.90 feet to a point on a curve to the left, having a radius of 7.15 feet, a central angle of 84°24'47", a chord bearing of S.83°08'39"E. and a chord length of 9.61 feet; thence along the arc of said curve, an arc length of 10.53 feet to the point of tangency of said curve; thence N.54°38'57"E., a distance of 71.76 feet; thence N.65°38'21"E., a distance of 52.30 feet to the point of curvature of a curve to the left, having a radius of 25.00 feet, a central angle of 15°40'21", a chord bearing of N.57°48'10"E. and a chord length of 6.82 feet; thence along the arc of said curve, an arc length of 6.84 feet to the point of tangency of said curve; thence N.49°58'00"E., a distance of 159.26 feet to a point on a curve to the right, having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing of S.04°58'00"W. and a chord length of 35.36 feet; thence along the arc of said curve, an arc length of 39.27 feet to the point of tangency of said curve; thence S.49°58'00"W., a distance of 126.60 feet to the point of curvature of a curve to the right, having a radius of 25.00 feet, a central angle of 15°40'21", a chord bearing of S.57°48'10"W. and a chord length of 6.82 feet; thence along the arc of said curve, an arc length of 6.84 feet to the point of tangency of said curve; thence S.85°38'21"W., a distance of 64.32 feet; thence S.54°38'57"W., a distance of 14.99 feet to the point of curvature of a curve to the left, having a radius of 7.50 feet, a central angle of 94°40'57", a chord bearing of S.07°18'29"W. and a chord length of 11.03 feet; thence along the arc of said curve, an arc length of 12.39 feet to the point of tangency of said curve; thence S.40°02'00"E., a distance of 12.05 feet; thence S.49°58'00"W., a distance of 127.50 feet; thence N.40°02'00"W., a distance of 45.48 feet to the point of curvature of a curve to the left, having a radius of 7.50 feet, a central angle of 89°58'00", a chord bearing of N.85°01'00"W. and a chord length of 10.60 feet; thence along the arc of said curve, an arc length of 11.78 feet to the point of tangency of said curve; thence S.50°00'00"W., a distance of 200.04 feet to the said Northeasterly Right-of-Way Line of Grinnell Street; thence N.40°00'00"W., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 20.00 feet to the Point of Beginning.
Parcel contains 16247 square feet or 0.37 acres, more or less.

LEGAL DESCRIPTION: (Common Entrance Easement):

On the Island of Key West, Monroe County, Florida and being more particularly described as follows:
Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 55.52 feet to the Point of Beginning; thence N.50°00'00"E., a distance of 40.00 feet; thence S.40°00'00"E., a distance of 28.00 feet; thence S.50°00'00"W., a distance of 40.00 feet to the said Northeasterly Right-of-Way Line of Grinnell Street; thence N.40°00'00"W., a distance of 28.00 feet to the Point of Beginning.
Parcel contains 1120 square feet or 0.03 acres, more or less.

LEGEND			
A/C	Air Conditioner	LB	Licensed Business Number
BAL	Balcony	M	Measured
BM	Bench Mark	N.T.S.	Not To Scale
CB	Catch Basin	O.R.	Official Records
CL	Center Line	OH	Over Head
CO	Clean Out	P	Plat
CONC	Concrete	PB	Plat Book
C.B.S.	Concrete Block Stucco	P.O.B.	Point Of Beginning
CUP	Concrete Utility Pole	P.O.C.	Point Of Commence
COVD	Covered	R/W	Right Of Way
D	Dead	SIB	Set Iron Bar
ELEV	Elevation	SIP	Set Iron Pipe
F.F.L.	Finished Floor Elevation	SPK	Set Nail And Disc
FD	Found	STY	Story
FIB	Found Iron Bar	UP	Utility Pole
FIP	Found Iron Pipe	WM	Water Meter
IRR	Irregular	WV	Water Valve
SYMBOLS			
⊕	Concrete Utility Pole	⊙	Street Light
⊗	Sanitary Sewer Clean Out	⊙	Wood Utility Pole
⊕	Fire Hydrant	⊕	Electric Junction Box

SURVEYOR'S NOTES:
North arrow based on plot assumed median Reference Bearing: R/W Grinnell Street
3.4' denotes existing elevation
Elevations based on N.G.V.D. 1929 Datum
Bench Mark No.: D-121 Elevation: 3.914
Field Work performed on: 1/23/14
All angles 90°00'00" unless otherwise described
TC = top of curve
BC = bottom of curve

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

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 & Mapper No. 2749
Professional Engineer No. 36810
State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

Utility Board of the City of Key West 1001 James Street, Key West, FL.		Dwn No.: 14-211
BOUNDARY SURVEY	Ref. 120-21 129-52 File	Flood panel No. 1516-K Flood Zone AE Flood Elev. 7'
Scale: 1"=20'	Date: 4/29/14	Dwn. By: F.H.H.
REVISIONS AND/OR ADDITIONS		
ISLAND SURVEYING INC. ENGINEERS PLANNERS SURVEYORS 3152 Northside Drive Suite 201 Key West, FL 33040 (305) 293-0466 Fax: (305) 293-0237 frank@islandsurveying.net L.B. No. 7700		

KEYS ENERGY SERVICES
1001 JAMES STREET
Key West, Florida 33040

410 Angela Street
Key West, Florida 33040
Telephone (305) 296-1347
Facsimile (305) 296-2727
Florida License AAC002022

Bender & Associates
ARCHITECTS
p.c.

Project No: 1310
SURVEY
Date: 6/30/14

Plans

Keys Energy Services

1001 JAMES STREET

60% SUBMITTAL - JUNE 30, 2014

60% SUBMITTAL

KEYS ENERGY SERVICES
1001 JAMES STREET
Key West, Florida 33040

410 Angela Street
Key West, Florida 33040
Telephone (305) 296-1347
Facsimile (305) 296-2727
Florida License AAC002022

Bender & Associates
ARCHITECTS
p.c.

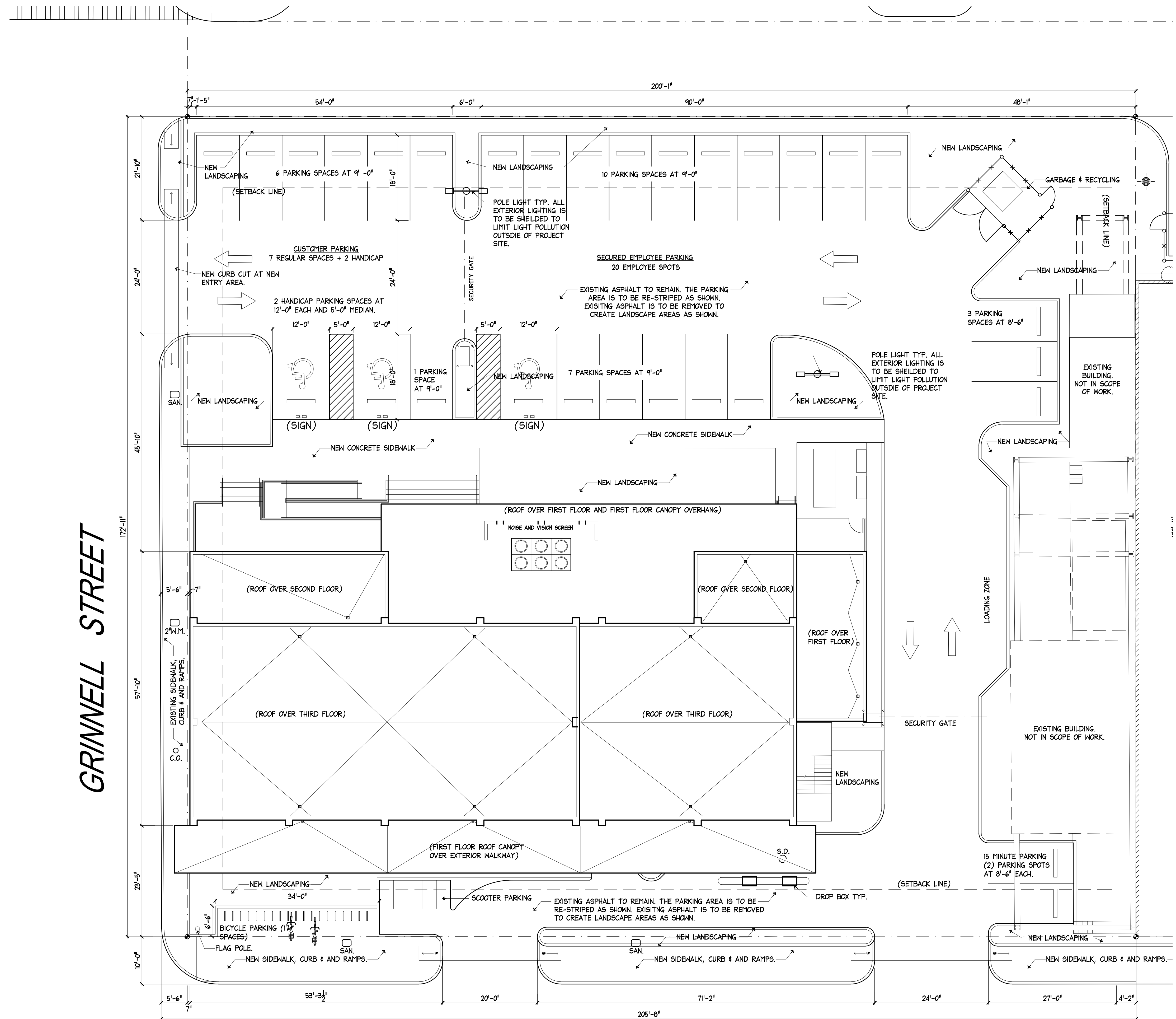
Project No: 1310
SITE MAP
PROJECT DIRECTORY
GENERAL NOTES
ABBREVIATIONS
SHEET INDEX
SYMBOL LEGEND

Date: 6/30/14
A.0

SITE MAP - KEY WEST	GENERAL NOTES	PROJECT DIRECTORY	SHEET INDEX																																																																										
<p>SITE LOCATION: 1001 JAMES ST., KEY WEST</p> <p>Not to Scale</p>	<ol style="list-style-type: none"> All work shall comply with the Florida Building Code, latest edition, and all applicable laws, codes and ordinances of the City, County, and the State of Florida. In the City of Key West, applicable Codes forming the basis of this design and compliance requirements for the Contractor include: FLORIDA BUILDING CODE - Building 2010 EDITION FLORIDA BUILDING CODE - Existing 2010 EDITION FLORIDA BUILDING CODE - Residential 2010 EDITION FLORIDA BUILDING CODE - Plumbing 2010 FLORIDA BUILDING CODE - Fuel Gas 2010 EDITION FLORIDA BUILDING CODE - Mechanical 2010 EDITION NATIONAL ELECTRICAL CODE 2008 EDITION NFPA 99 LIFE SAFETY CODE w/ Florida Modifications 2006 EDITION FLORIDA FIRE PREVENTION CODE 2007 EDITION NFPA 1 2006 EDITION This project is designed in accordance with A.S.C.E. 7-10 to resist wind loads of 180 mph (gusts). Prior to submitting a bid, verify all existing conditions and dimensions on the jobsite, and also after award, but prior to the start of construction. Contours and/or existing grades shown are approximate. Verify with field conditions. Final grading shall provide gradual slopes and grades. Slope all grades away from the building. Planting areas shall be graded with soil suitable for planting. Rock and debris will not be allowed. Where discrepancies between drawings, specifications, and code requirements occur, adhere to the most stringent requirement. Dimensions shall take precedence over scale. Drawings and specifications are complementary. Refer to all sheets of drawings and applicable sections of the specifications for interfaces of work with related trades. After completion of construction remove all debris and construction equipment. Restore site to original condition. Notify owner of any possible artifacts uncovered during site grading and throughout the course of construction. Furnish a receptacle on site to contain construction debris and maintain the site in an orderly manner to ensure public safety and prevent blowing debris. Comply with all requirements for selective demolition as specified, shown on the Demolition Plan, or called for in the selective Demolition Notes. <p>61G1-16.003 Use of Seal. The personal seal, signature and date of the architect or interior designer shall appear on all architectural or interior design documents to be filed for public record and shall be construed to obligate his partners or his corporation. A corporate seal alone is insufficient. Documents shall be signed personally and sealed by the responsible architect or interior designer. Final official record documents (not tracings, etc.) shall be so signed. The signing and sealing of the specification index sheets shall be considered adequate. All drawing sheets and pages shall be so signed and sealed. An architect or interior designer shall not affix, or permit to be affixed, his seal or name to any plan, specifications, drawings, or other related document which was not prepared by him or under his responsible supervising control as provided in Rule Chapter 61G1-23, F.A.C. An architect or interior designer shall not use his seal or do any other act as an architect or interior designer unless holding at the time a certificate of registration and all required renewals thereof.</p> <p>Specific Authority 481.2055, 481.221 FS. Law Implemented 481.221, 481.225(1)(e), (g), (j), 481.225(1)(q), (h), (i) FS. History-New 12-23-79, Formerly 21B-16.03, Amended 7-27-89, Formerly 21B-16.003, Amended 11-21-94, 4-18-00.</p>	<p>PROJECT: KEYS ENERGY SERVICES 1001 JAMES STREET ARCHITECT'S PROJECT No.: 1310</p> <p>OWNER: Keys Energy Services 1001 James Street Key West, FL 33040 E-mail: ----- Phone: ----- Representative: -----</p> <p>ARCHITECT: BENDER & ASSOCIATES ARCHITECTS, P.A. Address: 410 Angela Street, Key West, FL 33040 Tel: (305) 296-1347 Fax: (305) 296-2727 E-mail: bbender@bellsouth.net Project Manager: Bert L. Bender (Principal-in-Charge) Project Architect: Haven Burkee</p> <p>ENGINEERING CONSULTANTS: STRUCTURAL: H.W. KEISTER ASSOCIATES Address: 2027 University Boulevard, North, Jacksonville, FL 32211 Tel: (904) 743-4633 Fax: (904) 744-6485 Representative: Mark J. Keister, P.E.</p> <p>MEP: HNGS ENGINEERS Address: 4800 SW 74th Court, Miami, FL 33155 Tel: 305-270-9935 Fax: 305-665-5891 E-mail: hngs@hngsengineers.com Representative: Enrique J. Suarez, Jr. P.E.</p> <p>CIVIL: Perez Engineering and Development, Inc. 1010 Kennedy Dr., Suite 400, Key West Tel: (305) 293-9440 E-mail: perzengeering@bellsouth.net Representative: Allan Perez</p>	<p>A.0 COVERSHEET, NOTES, PROJECT DESCRIPTION A.01 PROPERTY SURVEY</p> <p>LANDSCAPE: L-1 LANDSCAPE PLAN</p> <p>CIVIL: C-1 CIVIL PLAN</p> <p>ARCHITECTURAL: A1.1 SITE PLAN A2.1 DEMOLITION SITE PLAN A2.2 DEMOLITION 1ST FLOOR A2.3 DEMOLITION 2ND FLOOR A2.4 DEMOLITION 3RD FLOOR A2.5 DEMOLITION ELEVATIONS A2.6 DEMOLITION ELEVATIONS A3.1 FIRST FLOOR PLAN A3.2 SECOND FLOOR PLAN A3.3 THIRD FLOOR PLAN A3.4a ENLARGED FIRST FLOOR PLAN - WEST A3.4b ENLARGED FIRST FLOOR PLAN - EAST A3.5a ENLARGED SECOND FLOOR PLAN - WEST A3.5b ENLARGED SECOND FLOOR PLAN - EAST A3.6a ENLARGED THIRD FLOOR PLAN - WEST A3.6b ENLARGED THIRD FLOOR PLAN - EAST A4.1 ROOF PLAN, DETAILS A5.1 REFLECTED CEILING PLAN 1ST FLOOR A5.2 REFLECTED CEILING PLAN 2ND FLOOR A5.3 REFLECTED CEILING PLAN 3RD FLOOR A6.1 EXTERIOR ELEVATIONS A6.2 EXTERIOR ELEVATIONS A7.1 SECTIONS A7.2 SECTIONS A8.1 INTERIOR ELEVATIONS A8.2 INTERIOR ELEVATIONS A9.1 WALL SECTIONS A10.1 DOOR AND WINDOW SCHEDULE, DOOR/WINDOW TYPES. A10.2 DOOR AND WINDOW DETAILS A11.1 CONSTRUCTION DETAILS A11.2 CONSTRUCTION DETAILS A12.1 1ST FLOOR FURNITURE PLAN A12.2 2ND FLOOR FURNITURE PLAN A12.3 3RD FLOOR FURNITURE PLAN A13.1 1ST FLOOR LIFE SAFETY PLAN A13.2 2ND FLOOR LIFE SAFETY PLAN A13.3 3RD FLOOR LIFE SAFETY PLAN</p> <p>STRUCTURAL: S0.1 S0.2 S1.1 S1.2 S1.3 S1.4 S2.1 S2.2 S2.3 S2.4 S3.1 S3.2 S5.1 S5.2</p> <p>ELECTRICAL (DEMOLITION): DE-1 DE-2 DE-3</p> <p>MECHANICAL (DEMOLITION): DM-1 DM-2 DM-3 DM-4</p> <p>ELECTRICAL: E-0 E-0P E-1 E-2 E-3 E-4 E-5 E-6 E-7 E-8 E-9 E-10 E-11 E-12 E-13 E-14</p> <p>FIRE PROTECTION: FP-1 FP-2 FP-3 FP-4 FP-5 FP-6</p> <p>MECHANICAL: M-1 M-2 M-3 M-4 M-5 M-6 M-8 M-7 M-4 M-11 M-12</p> <p>NOT USED</p> <p>PLUMBING: P-1 P-2 P-3 P-4 P-5 P-6</p>																																																																										
<p>ABBREVIATIONS</p> <table border="0"> <tr> <td>AB ANCHOR BOLT</td> <td>MIN MINIMUM</td> </tr> <tr> <td>ABC AGGREGATE BASE COURSE</td> <td>NTS NOT TO SCALE</td> </tr> <tr> <td>A/C AIR CONDITIONING</td> <td>OA OVERALL</td> </tr> <tr> <td>BLKG BLOCKING</td> <td>OC ON CENTER</td> </tr> <tr> <td>BUR BILT UP ROOF</td> <td>OD OUTSIDE DIAMETER</td> </tr> <tr> <td>CAB CABINET</td> <td>PCF POUNDS PER CUBIC FOOT</td> </tr> <tr> <td>CER CERAMIC</td> <td>PL PROPETRY LINE</td> </tr> <tr> <td>CL CENTER LINE</td> <td>PLAM PLASTIC LAMINATE</td> </tr> <tr> <td>CLG CEILING</td> <td>PLF POUNDS PER LINEAL FOOT</td> </tr> <tr> <td>CMU CONCRETE MASONRY UNIT</td> <td>PNL PANEL</td> </tr> <tr> <td>COL COLUMN</td> <td>PT CCA PRESSURE TREATED</td> </tr> <tr> <td>CONC CONCRETE</td> <td>FT POINT</td> </tr> <tr> <td>DBL DOUBLE</td> <td>PVC POLYVINYLCHLORIDE</td> </tr> <tr> <td>DIAG DIAGONAL</td> <td>R RADIUS (OR) RISER</td> </tr> <tr> <td>DS DOWNSPOUT</td> <td>R/A RETURN AIR</td> </tr> <tr> <td>DTL DETAIL</td> <td>REBAR STEEL REINF. BAR</td> </tr> <tr> <td>DWR DRAKER</td> <td>REFR. REFRIGERATOR</td> </tr> <tr> <td>EJ EXPANSION JOINT</td> <td>SF SQUARE FOOT (FEET)</td> </tr> <tr> <td>EL ELEVATION</td> <td>SS STAINLESS STEEL</td> </tr> <tr> <td>ELC ELECTRIC</td> <td>SPEC SPECIFICATION</td> </tr> <tr> <td>EQ EQUAL</td> <td>T TREAD(S)</td> </tr> <tr> <td>EXH EXHAUST</td> <td>TYP TYPICAL</td> </tr> <tr> <td>FV FIELD VERIFY</td> <td>UNO UNLESS NOTED OTHERWISE</td> </tr> <tr> <td>GALV GALVANIZED</td> <td>VCT VINYL COMPOSITION TILE</td> </tr> <tr> <td>GI GALVANIZED IRON</td> <td>VERT VERTICAL</td> </tr> <tr> <td>HORZ HORIZONTAL</td> <td>WD WOOD</td> </tr> <tr> <td>HDW HARDWARE</td> <td>WNF WELDED WIRE FABRIC</td> </tr> <tr> <td>HVAC HEATING VENTILATING & AIR CONDITIONING</td> <td>WH WATER HEATER</td> </tr> <tr> <td>W/O WITHOUT</td> <td></td> </tr> <tr> <td>FOC FACE OF CONCRETE</td> <td></td> </tr> <tr> <td>FOS FACE OF STUD</td> <td></td> </tr> <tr> <td>FIN FINISH</td> <td></td> </tr> <tr> <td>FE FIRE EXTINGUISHER</td> <td></td> </tr> <tr> <td>FND FOUNDATION</td> <td></td> </tr> <tr> <td>FTG FOOTING</td> <td></td> </tr> <tr> <td>ID INSIDE DIAMETER</td> <td></td> </tr> <tr> <td>MAX MAXIMUM</td> <td></td> </tr> </table>	AB ANCHOR BOLT	MIN MINIMUM	ABC AGGREGATE BASE COURSE	NTS NOT TO SCALE	A/C AIR CONDITIONING	OA OVERALL	BLKG BLOCKING	OC ON CENTER	BUR BILT UP ROOF	OD OUTSIDE DIAMETER	CAB CABINET	PCF POUNDS PER CUBIC FOOT	CER CERAMIC	PL PROPETRY LINE	CL CENTER LINE	PLAM PLASTIC LAMINATE	CLG CEILING	PLF POUNDS PER LINEAL FOOT	CMU CONCRETE MASONRY UNIT	PNL PANEL	COL COLUMN	PT CCA PRESSURE TREATED	CONC CONCRETE	FT POINT	DBL DOUBLE	PVC POLYVINYLCHLORIDE	DIAG DIAGONAL	R RADIUS (OR) RISER	DS DOWNSPOUT	R/A RETURN AIR	DTL DETAIL	REBAR STEEL REINF. BAR	DWR DRAKER	REFR. REFRIGERATOR	EJ EXPANSION JOINT	SF SQUARE FOOT (FEET)	EL ELEVATION	SS STAINLESS STEEL	ELC ELECTRIC	SPEC SPECIFICATION	EQ EQUAL	T TREAD(S)	EXH EXHAUST	TYP TYPICAL	FV FIELD VERIFY	UNO UNLESS NOTED OTHERWISE	GALV GALVANIZED	VCT VINYL COMPOSITION TILE	GI GALVANIZED IRON	VERT VERTICAL	HORZ HORIZONTAL	WD WOOD	HDW HARDWARE	WNF WELDED WIRE FABRIC	HVAC HEATING VENTILATING & AIR CONDITIONING	WH WATER HEATER	W/O WITHOUT		FOC FACE OF CONCRETE		FOS FACE OF STUD		FIN FINISH		FE FIRE EXTINGUISHER		FND FOUNDATION		FTG FOOTING		ID INSIDE DIAMETER		MAX MAXIMUM		<p>SYMBOLS LEGEND</p> <p>CROSS SECTION DWG. # ON SHEET → REFERENCE SHEET → DWG. TITLE DRAWING SCALE 1/4" = 1'-0"</p> <p>SECTION & DETAIL DRWG. TITLES POICHE ONLY WHERE ELEVATIONS ARE INDICATED SHT. A8 INDICATES # OF ELEVATION</p> <p>WALL ELEVATION INDICATOR (SHOWN WITHIN ROOM ON PLAN) FIRST # INDICATES FLOOR 206</p> <p>ROOM NUMBER INDICATOR (SHOWN BESIDE OR UNDER ROOM NAME) NUMBERS → 23 LETTERS → A</p> <p>DOOR OPENING INDICATOR (EACH OPENING SCHEDULED SEPARATELY) LETTERS → E</p> <p>WINDOW INDICATOR (EACH WINDOW TYPE & SIZE SCHEDULED) NUMBER FOR DETAIL DESIGNATION SHEET WHERE DETAIL IS SHOWN → 1/11</p> <p>PARTITION/WALL TYPE INDICATOR (COMMERCIAL & INSTITUTIONAL PROJECTS)</p> <p>STOREFRONT DETAIL INDICATOR (EACH STOREFRONT TYPE & SIZE DETAILED)</p>	<p>MATERIAL DESIGNATIONS</p> <ul style="list-style-type: none"> CONCRETE MASONRY UNITS IN PLAN CONC., STUCCO, PLASTER IN ELEV.; POURED CONC. IN PLAN METAL IN ELEVATION METAL IN SECTION FINISH WOOD IN ELEV. # IN SECTION DIMENSION LUMBER IN SECTION (CONTINUOUS) WOOD BLOCKING IN SECTION (DISCONTINUOUS) GYPSUM WALL BOARD IN SECTION (LARGE SCALE) EARTH, NATURAL SUBSTRATE GRAVEL, AGGREGATE BASE COURSE, FILL FIBERGLASS BATT INSULATION RIGID INSULATION <p>PARTITIONS & WALLS</p> <ul style="list-style-type: none"> CONCRETE MASONRY UNITS POURED CONCRETE WOOD FRAME METAL STUDS EXISTING CONSTRUCTION TO REMAIN EXISTING CONSTRUCTION TO BE DEMOLISHED 	<p>DESCRIPTION OF WORK: RENOVATION OF EXISTING THREE STORY CONCRETE BUILDING.</p>
AB ANCHOR BOLT	MIN MINIMUM																																																																												
ABC AGGREGATE BASE COURSE	NTS NOT TO SCALE																																																																												
A/C AIR CONDITIONING	OA OVERALL																																																																												
BLKG BLOCKING	OC ON CENTER																																																																												
BUR BILT UP ROOF	OD OUTSIDE DIAMETER																																																																												
CAB CABINET	PCF POUNDS PER CUBIC FOOT																																																																												
CER CERAMIC	PL PROPETRY LINE																																																																												
CL CENTER LINE	PLAM PLASTIC LAMINATE																																																																												
CLG CEILING	PLF POUNDS PER LINEAL FOOT																																																																												
CMU CONCRETE MASONRY UNIT	PNL PANEL																																																																												
COL COLUMN	PT CCA PRESSURE TREATED																																																																												
CONC CONCRETE	FT POINT																																																																												
DBL DOUBLE	PVC POLYVINYLCHLORIDE																																																																												
DIAG DIAGONAL	R RADIUS (OR) RISER																																																																												
DS DOWNSPOUT	R/A RETURN AIR																																																																												
DTL DETAIL	REBAR STEEL REINF. BAR																																																																												
DWR DRAKER	REFR. REFRIGERATOR																																																																												
EJ EXPANSION JOINT	SF SQUARE FOOT (FEET)																																																																												
EL ELEVATION	SS STAINLESS STEEL																																																																												
ELC ELECTRIC	SPEC SPECIFICATION																																																																												
EQ EQUAL	T TREAD(S)																																																																												
EXH EXHAUST	TYP TYPICAL																																																																												
FV FIELD VERIFY	UNO UNLESS NOTED OTHERWISE																																																																												
GALV GALVANIZED	VCT VINYL COMPOSITION TILE																																																																												
GI GALVANIZED IRON	VERT VERTICAL																																																																												
HORZ HORIZONTAL	WD WOOD																																																																												
HDW HARDWARE	WNF WELDED WIRE FABRIC																																																																												
HVAC HEATING VENTILATING & AIR CONDITIONING	WH WATER HEATER																																																																												
W/O WITHOUT																																																																													
FOC FACE OF CONCRETE																																																																													
FOS FACE OF STUD																																																																													
FIN FINISH																																																																													
FE FIRE EXTINGUISHER																																																																													
FND FOUNDATION																																																																													
FTG FOOTING																																																																													
ID INSIDE DIAMETER																																																																													
MAX MAXIMUM																																																																													

PROJECT STATISTICS		
FEMA FLOOD ZONE	ZONE 'AE(1)' EXISTING FINISHED FLOOR: 6'-0" ABV. MSL.	
ZONING DESIGNATION	HRCC-2	
LOT SIZE	34,605 S.F.	
NO. OF UNITS	1 BUILDING UNDER SCOPE, 3 BUILDINGS ON SITE	
	REQUIRED	PROPOSED
BUILDING COVERAGE	17,302 S.F. MAX.	13,066 S.F.
34,605 S.F. X 50%		
BUILDING HEIGHT	35'-0" MAX.	44'-4" (EXISTING)
IMPERVIOUS SURFACE	20,763 S.F. MAX.	29,805 S.F.
34,605 S.F. X 60%		
FRONT SETBACK	10'-0" MIN.	13'-5"
STREET SIDE SETBACK	7'-6" MIN.	0'-7" (EXISTING)
SIDE SETBACK	5'-0" MIN.	4'-2" TO ACCESSORY STRUCTURE 56'-10" TO MAIN BUILDING
REAR SETBACK	15'-0" MIN.	68'-8"
PARKING SPACES	65	31 PLUS 50 AT ADJACENT PARKING GARAGE
FLOOR AREA # RATIO	.50	.56
OPEN SPACE AREA # RATIO		4,800 S.F. (14%)

NOTE: EXISTING FINISH FLOOR ELEVATION IS AT 6'-0" ABOVE MEAN SEA LEVEL. THE PROPOSED RENOVATION OF THE BUILDING INCLUDES FLOOD PROOFING MEASURES TO 10'-6" ABOVE MEAN SEA LEVEL (1'-0" ABOVE BASE FLOOD ELEVATION).



KEYS ENERGY SERVICES
 1001 JAMES STREET
 Key West, Florida 33040

410 Angela Street
 Key West, Florida 33040
 Telephone (305) 296-1347
 Facsimile (305) 296-2727
 Florida License AAC002022

Bender & Associates
ARCHITECTS
 p.c.

Project No: 1310
 SITEPLAN
 Date: 6/30/14

A1.1

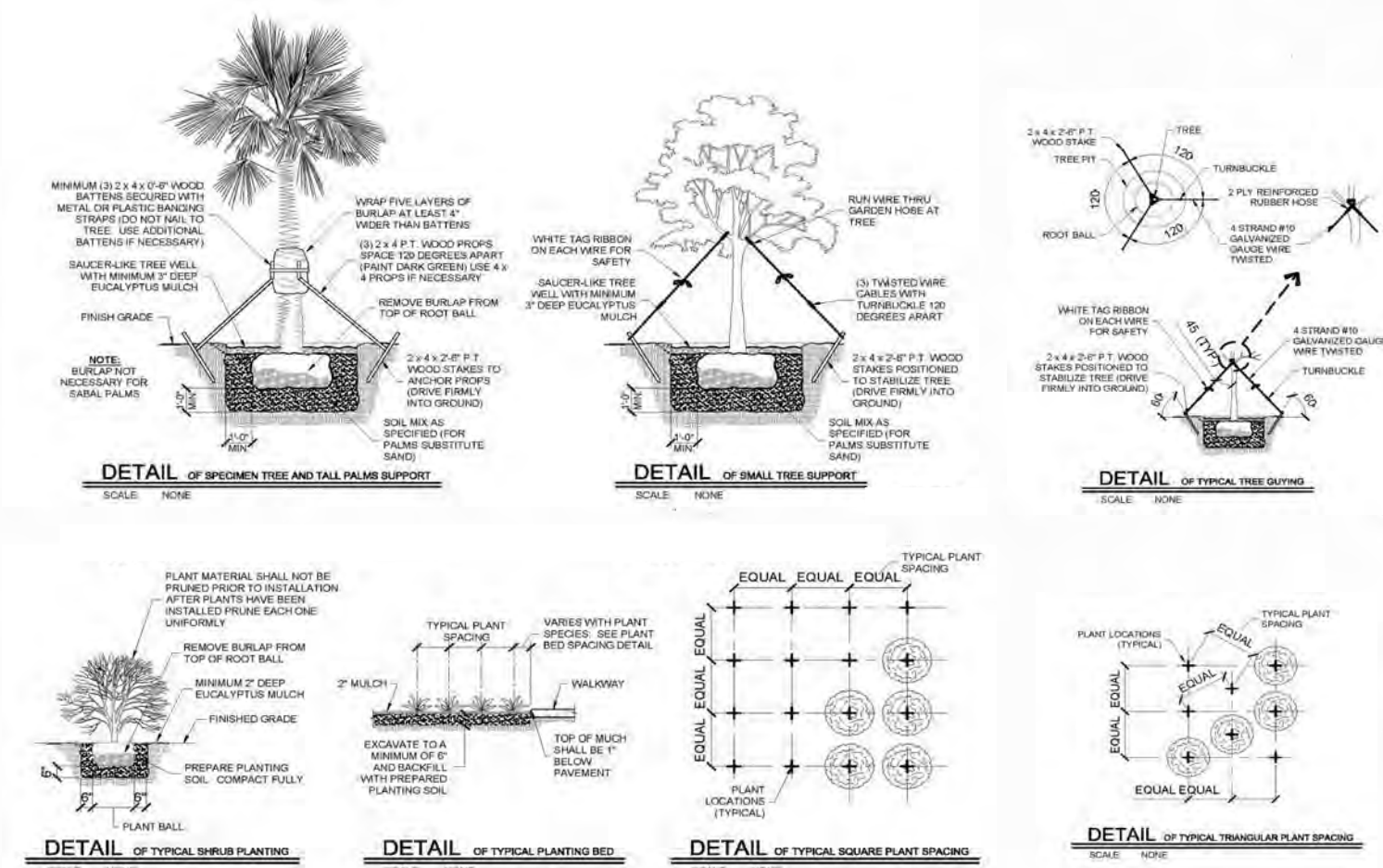
GENERAL LANDSCAPE NOTES:

- 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.
- 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.
- Landscape contractor to become familiar with the scope of work as well as the site, digging conditions, and any obstacles prior to bidding.
- Landscape contractor shall locate and verify all underground utilities prior to digging.
- All Plant material is to be Florida No. 1 or better. Florida Department of Agriculture Grades and Standards, Parts I & II, 1975, respectively.
- All trees to be staked in a good workmanlike manner. No nail staking permitted. (Refer to planting details)
- Landscape plan shall be installed in compliance with all local codes.
- 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)
- 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.
- All planting beds shall be weed and grass free.
- All trees, palms, shrubs and ground cover plants shall be fertilized at installation according to manufacturers' recommendations. Type and amount of fertilizer is up to discretion of Landscape Contractor in order to avoid "burn" on plants that may already contain fertilizer from nursery and ensure proper establishment to maintain contractors warranty.
- Planting plan shall take precedence over plant list in case of discrepancies.
- No change shall be made without prior consent of Landscape Architect.
- All material shall be subject to availability at time of installation. Substitutions may be made after consultation with Landscape Architect.
- Landscape Contractor to coordinate his work with the General Contractor, Irrigation Contractor, and the Electrical Contractor.
- All existing plant material to remain shall be protected.
- 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.
- After removal or relocation of existing trees and palms, backfill tree pit with washed beach sand, and sod disturbed area, if required.
- All trees on sod area shall receive a mulch ring 2" in diameter typical.
- All trees shall have 2" caliper at D.B.H. minimum for a 10' height tree.
- All 1 gallon material to have 12" spread minimum, all 3 gallon material to have 20-24" spread minimum.
- Landscape 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.

IRRIGATION NOTES:

- All Lady Palms (*Rhapis spp.*), Heliconia, and Bamboos to have single bubbler. All Major Palms to have two bubblers on opposing sides of root ball. Bubblers to be hidden from view.
- Irrigation contractor to coordinate location of main lines with Landscape Contractor prior to implementation. Avoid root balls of trees and large plant materials. Refer to landscape drawings.
- All pipe to be PVC schedule 40, 8" minimum cover.
- All heads installed on flexible PVC pipe and fittings.
- Pressurized backflow, rain switch, and multi-programmable controller with battery backup required.
- All crossings under permanent concrete to be sleeved two times the sprinkler pipe size with schedule 40 PVC.
- All valves to have flow control and be installed in green valve boxes with room to work in future.
- All valve boxes to be located away from walkways, garden paths, and groundcovers - keep to back of beds.
- All sprinklers to be commercial grade Toro 570 Series 4" and 12" and installed out of sight.
- Irrigation contractor to measure water available on-site and use no more than 75% of available GPM.
- Water connection to the house, including shut-off valves, shall not be altered by pressurized backflow.
- All wire splices to be in valve boxes and clearly labeled at back of time clock. All wire splices to be installed with water proof connections.
- 2 spare wires to be run to the last valve in each direction.
- Controller to be hard-wired at time of completion and included in irrigation contractors bid.
- System to provide 100% controlled coverage on completion. Additions/modifications from irrigation plan may be necessary.
- 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.

END



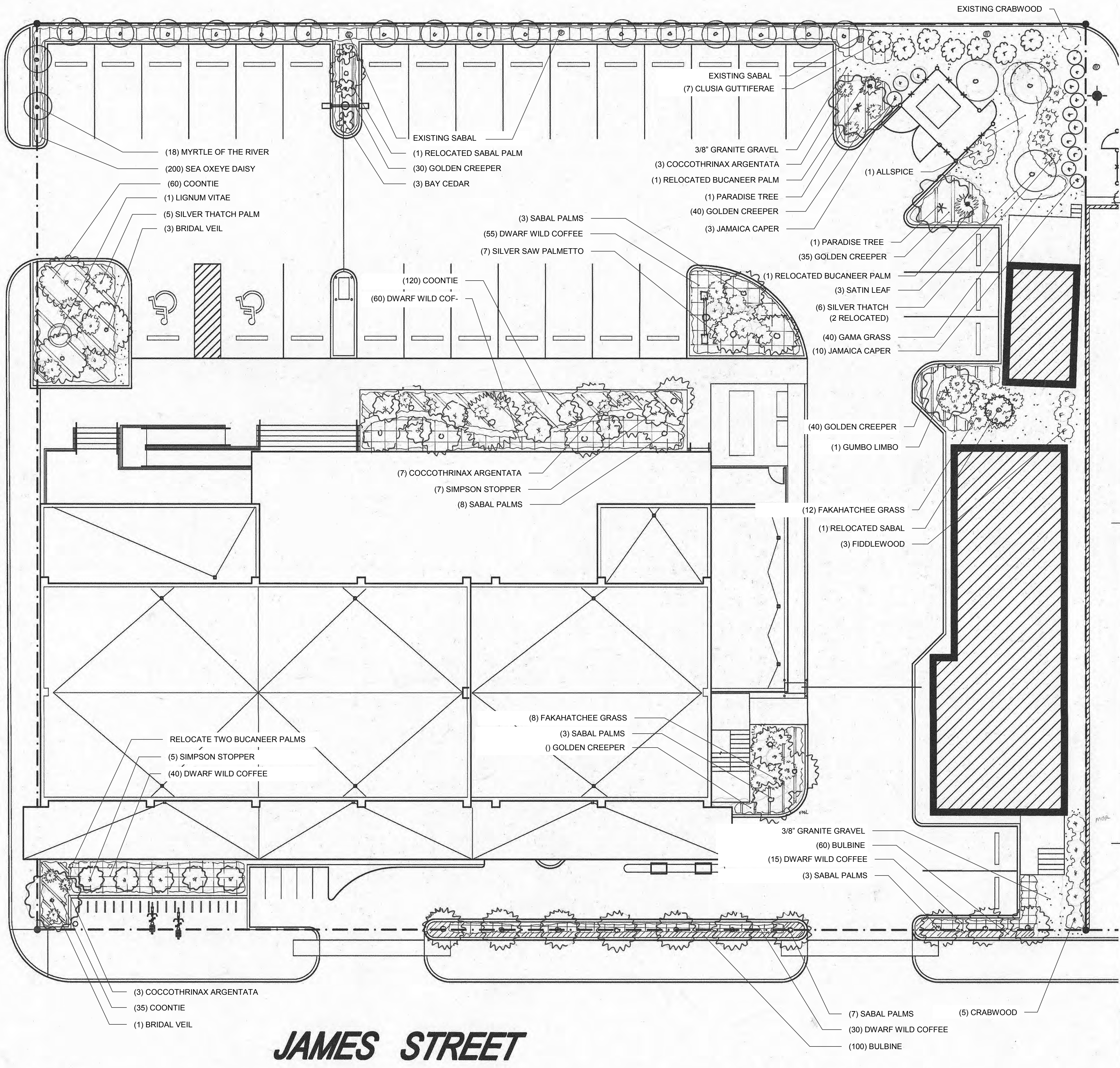
PLANT LIST

Qty.	Botanical Name	Common Name	Specifications
TREES AND PALMS			
1	<i>Bursera simaruba</i>	Gumbo Limbo	12-14' PH
4	<i>Caesalpinia grandiflora</i>	Bridal Veil	10' PH x 4' spread, specimens
18	<i>Calyptranthes zuzuygium</i>	Myrtle of the River	8' PH
3	<i>Chrysophyllum oliviforme</i>	Satin Leaf	45 gallon, FF#1
7	<i>Clusia guttiferae</i>	Dwarf Pitch Apple	5' PH
13	<i>Coccothrinax argenatata</i>	Florida Silver Palm	2' PH minimum
1	<i>Guaiacum sanctum</i>	Lignum Vitae	5' PH, specimen
12	<i>Myrcianthes fragrans</i>	Simpson Stopper	5' PH, multi trunk
1	<i>Pimenta dioica</i>	Allspice	5' PH
24	<i>Sabal palmetto</i>	Sabal Palm	14-18' CT, slicks, regenerated with leans
7	<i>Serenoa repens</i>	Silver Saw Palmetto	3' x 3'
2	<i>Simarouba glauca</i>	Paradise Tree	14' PH, FF#1
9	<i>Thrinax morrisii</i>	Silver Thatch Palm	4' PH
SHRUBS AND GROUNDCOVERS			
200	<i>Borchnia arborescens</i>	Sea Oxeye Daisy	1 gallon
150	<i>Bulbine frutescens</i>	Bulbine	1 gallon
13	<i>Capparis cynophallophora</i>	Jamaica Capser	5' PH
3	<i>Citharexylum fruticosum</i>	Fiddlewood	4' PH
185	<i>Ernodea littoralis</i>	Golden Creeper	1 gallon
5	<i>Gymnanthes lucida</i>	Crabwood	5' PH
200	<i>Psychotria ligustrifolia</i>	DWARF Wild Coffee	3 gallon, full
3	<i>Suriana maritima</i>	Bay Cedar	3' PH
40	<i>Tripsacum floridanum</i>	Gama Grass	1 gallon
20	<i>Tripsacum dactyloides</i>	Fakahatchee Grass	1 gallon
215	<i>Zamia floridana</i>	Coontie	3 gallon, full

ADDITIONAL ITEMS
 TBD Eucalyptus Mulch 1" minimum
 TBD Planting soil 50/50 sand/soil mix
 TBD 3/8" granite gravel 2" minimum

GRINNELL STREET

JAMES STREET



CRAIG REYNOLDS
 landscape architecture
 CRAIGREYNOLDS.net 305.292.7243
 817 Duval Street Suite 204 Key West Florida 33704

KEYS ENERGY SERVICES
 1001 JAMES STREET
 Key West, Florida 33040

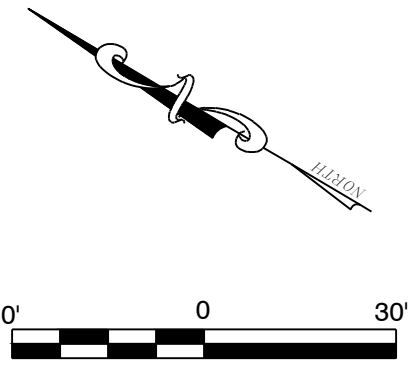
410 Angela Street
 Key West, Florida 33040
 Telephone (305) 286-1347
 Facsimile (305) 286-2727
 Florida License AAC002022

Bender & Associates
 ARCHITECTS
 p.c.

Project No: 1310

Date: 4/04/14

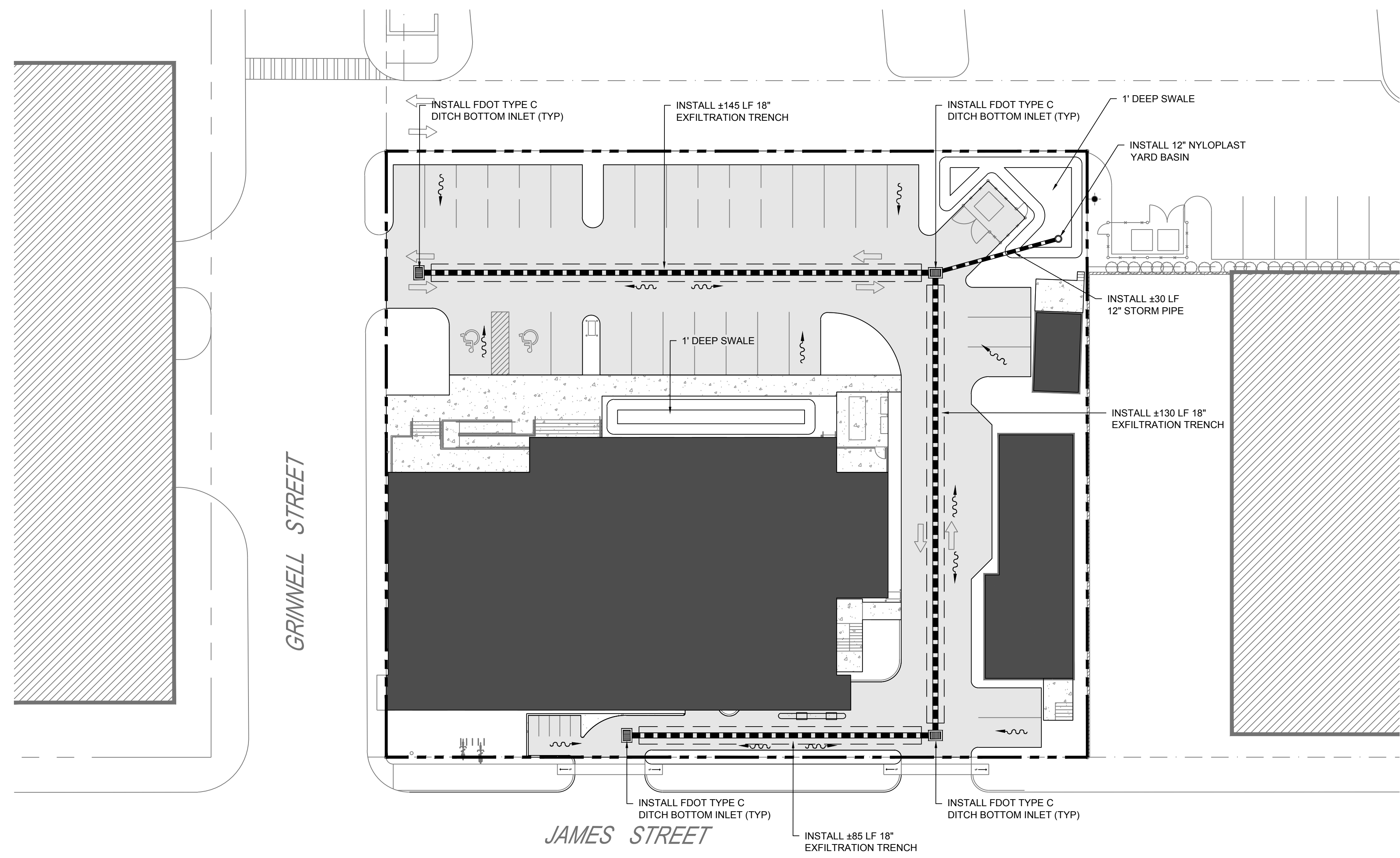
L-1



SCALE 1"=30'
 BAR IS TWO INCHES ON ORIGINAL DRAWINGS IF NOT TWO INCHES ON THIS SHEET ADJUST SCALES ACCORDINGLY

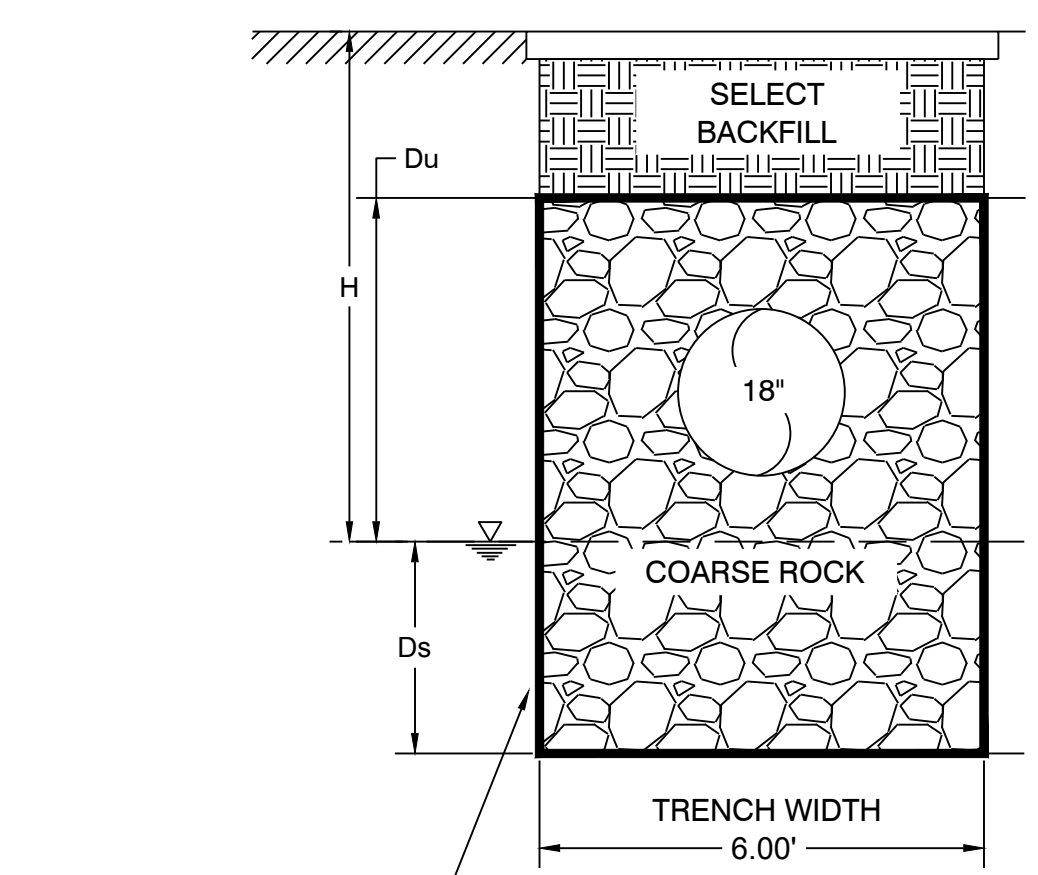
LEGEND	
	PROJECT LIMITS
	ASPHALT PAVEMENT
	CONCRETE
	ROOF AREA
	DRY RETENTION AREA
	STORMWATER FLOW

NOTE: SYMBOLS IN LEGEND ARE NOT TO SCALE



Water Quantity Calculations - 25yr/72hr Design Storm			
<i>Water Quantity - Predevelopment</i>			
Project Area	A =	0.794	ac
PerVIOUS Area		0.049	ac
Impervious Area		0.746	ac
% Impervious		93.88%	
Rainfall for 25yr/24hr event	P ₂₄ =	9	in
Rainfall for 25yr/3day event	P ₇₂ =	12.23	in
Depth to Water Table		2	ft
Predeveloped Available Storage		1.88	in
Soil Storage	S =	0.12	in
Q _{pre} = (P ₇₂ - 0.2S) ² / (P ₇₂ + 0.8S)	Q _{pre} =	12.09	in
Runoff Volume from 25 year/ 3 day storm	V _{25yr/72hr} =	9.61	ac-in
<i>Water Quantity - Postdevelopment</i>			
Project Area	A =	0.794	ac
PerVIOUS Area		0.143	ac
Impervious Area		0.652	ac
% Impervious		82.0%	
Rainfall for 25yr/24hr event	P ₂₄ =	9	in
Rainfall for 25yr/3day event	P ₇₂ =	12.23	in
Depth to Water Table		2	ft
Developed Available Storage		1.88	in
Soil Storage	S =	0.34	in
Q _{post} = (P ₂₄ - 0.2S) ² / (P ₂₄ + 0.8S)	Q _{post} =	11.83	in
Runoff Volume from 25 year/ 3 day storm	V _{25yr/72hr} =	9.40	ac-in
<i>Postdevelopment - Predevelopment</i>			
Q _{pre-post} = Q _{post} - Q _{pre}	Q _{pre-post} =	-0.26	in
Pre/Post Volume = Q _{pre-post} x A	V _{pre-post} =	-0.21	ac-in

Water Quality Calculations - 25yr/72hr Design Storm			
<i>Water Quality</i>			
Project Area	0.794	ac	34,605
Surface Water	0.000	ac	0
Roof Area	0.275	ac	11,992
Pavement/Walkways	0.376	ac	16,369
PerVIOUS area	0.143	ac	6,224
Impervious area for water Quality (Site area for Water Quality - PerVIOUS area)	0.376	ac	16,369
% Impervious	47%		
A) One inch of runoff from project area	0.794	ac-in	
B) 2.5 inches times percent impervious (2.5 x percent impervious x (site area - surface water))	0.941	ac-in	
<i>Comparison of Water Quality Methods</i>			
	0.794	<	0.941
	ac-in		ac-in
Total Volume Required	0.941	ac-in	3,414
Swale Volume Provided	0.252	ac-in	913
Exfiltration Provided	0.689	ac-in	2,501
Total Provided	0.941	ac-in	3,414



Exfiltration Trench Detail
 NOT TO SCALE

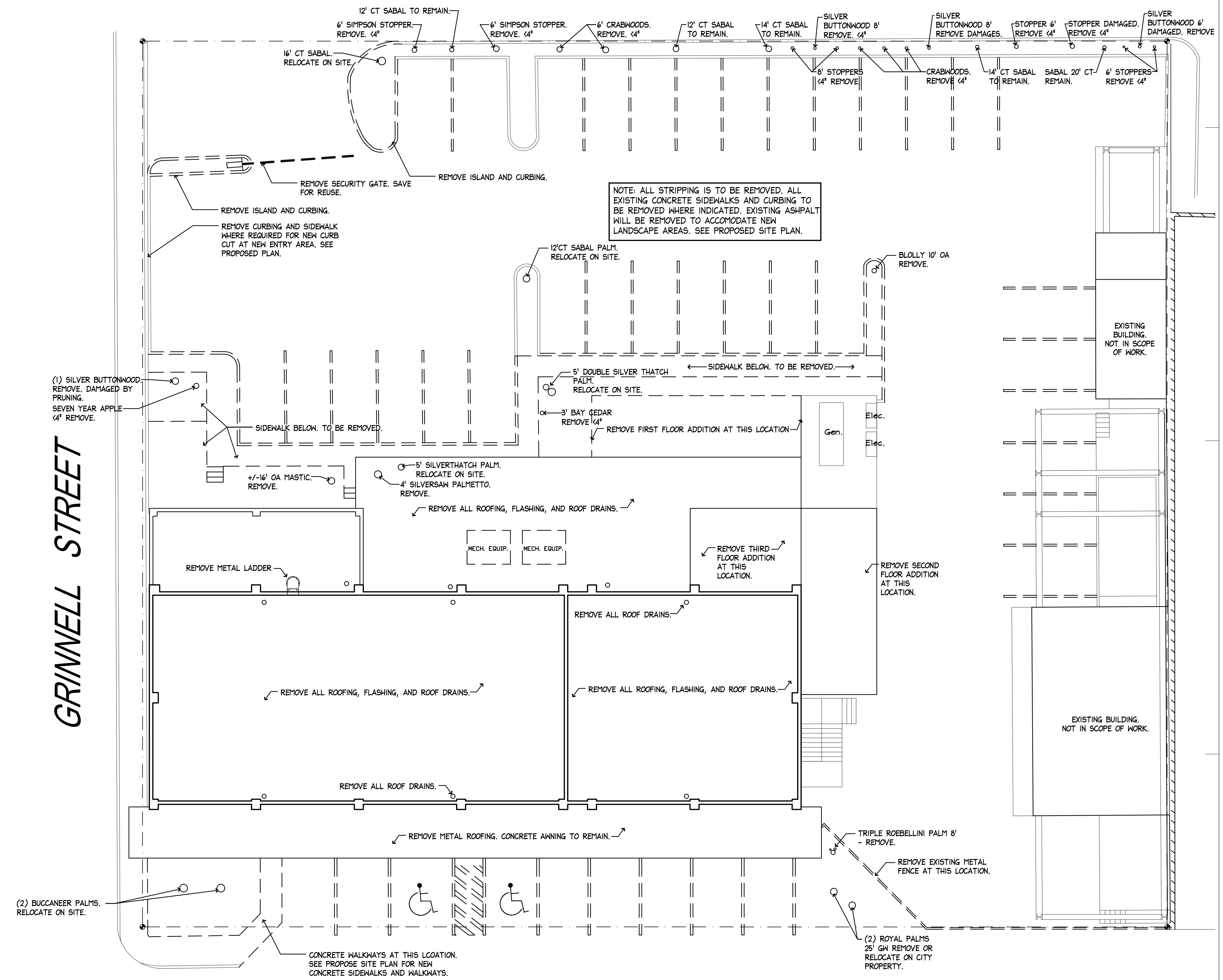
Exfiltration Trench Design		
Required trench length (L) =	V	
	K (H ² W + 2H ² Du - Du ³ + 2H ² Ds) + 1.39x10 ⁻⁴ (W)(Du)	
Hydraulic Conductivity, K =	0.0000145	
H =	3	ft
W =	6	ft
Du =	1.5	ft
Ds =	3.5	ft
Volume of Trench, V =	0.689	ac-in
Trench Length Required =	360	FT
Trench Length Provided =	360	FT

CIVIL ENGINEERING • REGULATORY PERMITTING • CONSTRUCTION MANAGEMENT
PEREZ ENGINEERING & DEVELOPMENT, INC.
 1010 EAST KENNEDY DRIVE, SUITE 201
 KEY WEST, FLORIDA 33040
 TEL: (305) 253-9140 FAX: (305) 253-0243
 CERTIFICATE OF AUTHORIZATION NO. 8979
 ALLEN E. PEREZ, P.E.
 Florida P.E. NO. 51468
 April 25, 2014
 ORIGINAL: APRIL 2014
 REVISIONS:
 1
 2
 3
 4
 5
 6
 KEYS ENERGY SERVICES
 1001 JAMES STREET
 KEY WEST, FL 33040
 CONCEPTUAL DRAINAGE PLAN
 1001 JAMES STREET
 KEY WEST, FL 33040
 JOB NO. 141038
 DRAWN BGO
 DESIGNED AEP
 CHECKED AEP
 QC
 SHEET
C-1

NOTE:
 1. ALL FIXTURES AND FINISHES ARE TO BE REMOVED. ALL INTERIOR PARTITION WALLS, ALL EXTERIOR DOORS, AND ALL EXTERIOR WINDOWS ARE TO BE REMOVED.
 2. ALL CONCRETE COLUMNS, CONCRETE EXTERIOR WALLS, CONCRETE FLOOR SLABS, AND OTHER STRUCTURAL FRAMING MEMBERS ARE TO REMAIN.
 3. REMOVE ALL ROOFING, FLASHING, AND DRAINS.
 4. SEE MEP PLANS FOR MORE DETAILS AND NOTES ON DEMOLITION OF MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS.

DEMOLITION NOTES

- Remove all miscellaneous fasteners such as nails, screws and clips, as required, to allow patching of existing finishes. Some fasteners will not be able to be removed without extensive damage to historic finishes. Subject to concurrence by the Architect, such fasteners may remain, but must be treated to inhibit rust after cutting back below the wood surface.
- Prior to submitting a bid, verify all existing conditions and dimensions on the jobsite, and also after award, but prior to the start of construction.
- All demolished material, except for artifacts, shall become the property of the contractor, unless specifically noted otherwise, and shall be properly removed from the site. Comply with all applicable laws, codes and regulations of governmental agencies having jurisdiction over the project.
- All costs of demolition including permit fees, disposal fees, etc. are the responsibility of the Contractor.
- It is the Contractor's responsibility to be aware of and to conform with all applicable demolition and disposal codes, safety requirements, and environmental protection regulations of any governmental body having jurisdiction over the work.
- Provide safety barricades as required to protect the safety of the general public and workers connected with the project.
- Provide bracing and shoring as required to protect the safety of the general public and workers connected with the project.
- Demolished material classified as clean fill may be distributed on site when specifically approved by the Architect in advance.



GRINNELL STREET

JAMES STREET

1 DEMOLITION SITE PLAN
 A2.1 SCALE: 1/8"=1'-0"

KEYS ENERGY SERVICES
 1001 JAMES STREET
 Key West, Florida 33040

410 Angela Street
 Key West, Florida 33040
 Telephone (305) 296-1347
 Facsimile (305) 296-2727
 Florida License AAC002022

Bender & Associates
ARCHITECTS
 p.c.

Project No: 1310
 DEMOLITION PLANS
 Date: 6/30/14

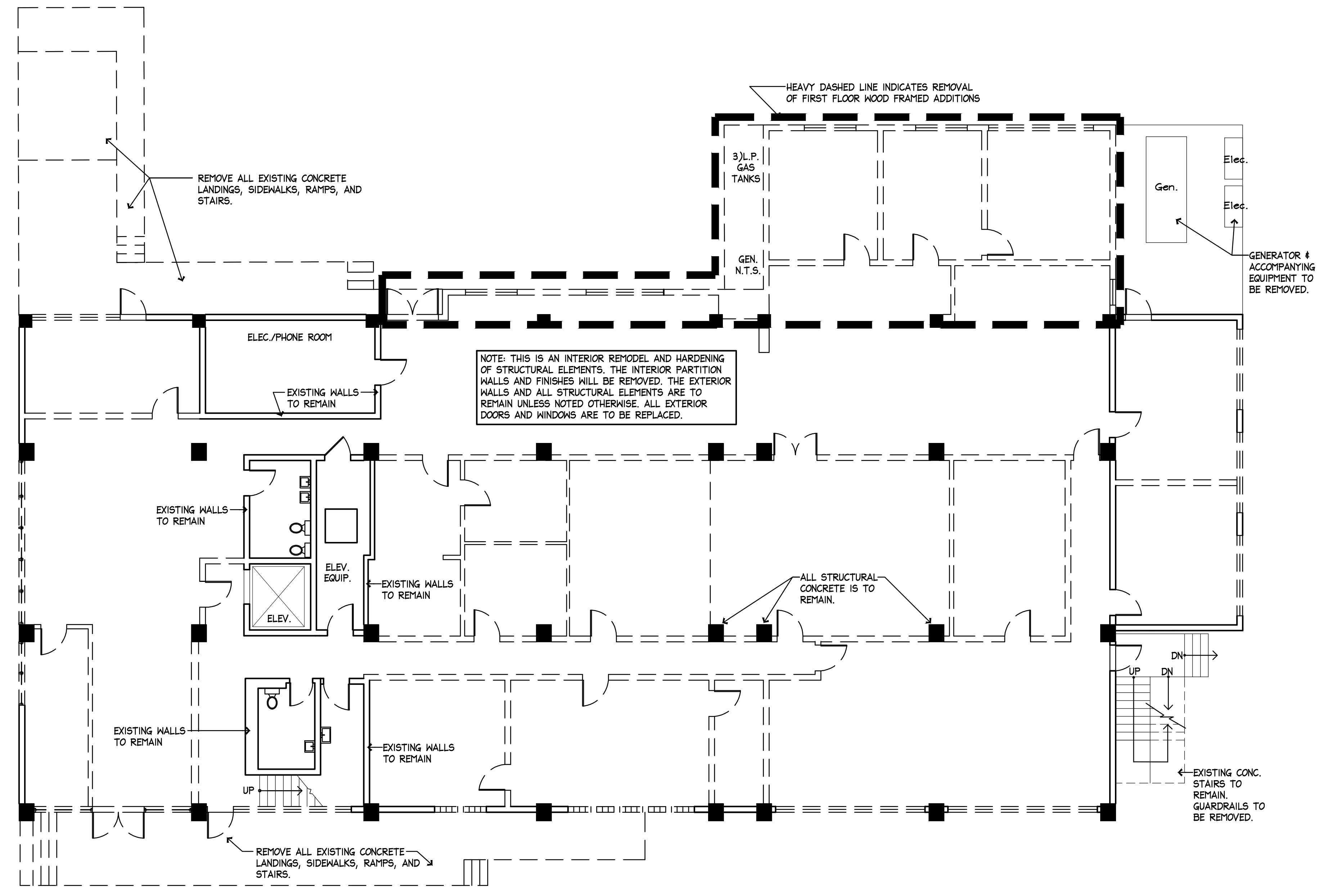
A2.1



NOTE:
 1. ALL FIXTURES AND FINISHES ARE TO BE REMOVED. ALL INTERIOR PARTITION WALLS, ALL EXTERIOR DOORS, AND ALL EXTERIOR WINDOWS ARE TO BE REMOVED.
 2. ALL CONCRETE COLUMNS, CONCRETE EXTERIOR WALLS, CONCRETE FLOOR SLABS, AND OTHER STRUCTURAL FRAMING MEMBERS ARE TO REMAIN.
 3. REMOVE ALL ROOFING, FLASHING, AND DRAINS.
 4. SEE MEP PLANS FOR MORE DETAILS AND NOTES ON DEMOLITION OF MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS.

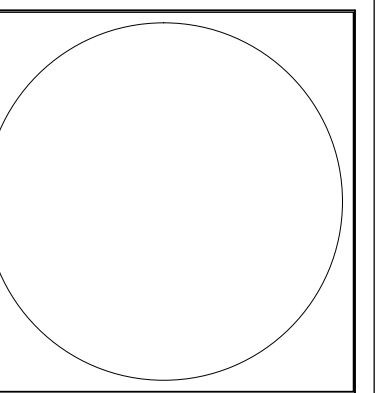
DEMOLITION NOTES

1. Remove all miscellaneous fasteners such as nails, screws and clips, as required, to allow patching of existing finishes. Some fasteners will not be able to be removed without extensive damage to historic finishes. Subject to concurrence by the Architect, such fasteners may remain, but must be treated to inhibit rust after cutting back below the wood surface.
2. Prior to submitting a bid, verify all existing conditions and dimensions on the jobsite, and also after award, but prior to the start of construction.
3. All demolished material, except for artifacts, shall become the property of the contractor, unless specifically noted otherwise, and shall be properly removed from the site. Comply with all applicable laws, codes and regulations of governmental agencies having jurisdiction over the project.
4. All costs of demolition including permit fees, disposal fees, etc. are the responsibility of the Contractor.
5. It is the Contractor's responsibility to be aware of and to conform with all applicable demolition and disposal codes, safety requirements, and environmental protection regulations of any governmental body having jurisdiction over the work.
6. Provide safety barricades as required to protect the safety of the general public and workers connected with the project.
7. Provide bracing and shoring as required to protect the safety of the general public and workers connected with the project.
8. Demolished material classified as clean fill may be distributed on site when specifically approved by the Architect in advance.



1 DEMOLITION PLAN: FIRST FLOOR
 A2.2 SCALE: 1/8"=1'-0"

KEYS ENERGY SERVICES
 1001 JAMES STREET
 Key West, Florida 33040



410 Angela Street
 Key West, Florida 33040
 Telephone (305) 296-1347
 Facsimile (305) 296-2727
 Florida License AAC002022

Bender & Associates
ARCHITECTS
 p.c.

Project No: 1310
 DEMOLITION PLAN
 Date: 6/30/14

A2.2

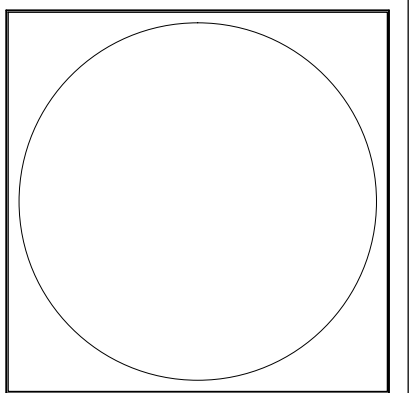


NOTE:
 1. ALL FIXTURES AND FINISHES ARE TO BE REMOVED. ALL INTERIOR PARTITION WALLS, ALL EXTERIOR DOORS, AND ALL EXTERIOR WINDOWS ARE TO BE REMOVED.
 2. ALL CONCRETE COLUMNS, CONCRETE EXTERIOR WALLS, CONCRETE FLOOR SLABS, AND OTHER STRUCTURAL FRAMING MEMBERS ARE TO REMAIN.
 3. REMOVE ALL ROOFING, FLASHING, AND DRAINS.
 4. SEE MEP PLANS FOR MORE DETAILS AND NOTES ON DEMOLITION OF MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS.

DEMOLITION NOTES

1. Remove all miscellaneous fasteners such as nails, screws and clips, as required, to allow patching of existing finishes. Some fasteners will not be able to be removed without extensive damage to historic finishes. Subject to concurrence by the Architect, such fasteners may remain, but must be treated to inhibit rust after cutting back below the wood surface.
2. Prior to submitting a bid, verify all existing conditions and dimensions on the jobsite, and also after award, but prior to the start of construction.
3. All demolished material, except for artifacts, shall become the property of the contractor, unless specifically noted otherwise, and shall be properly removed from the site. Comply with all applicable laws, codes and regulations of governmental agencies having jurisdiction over the project.
4. All costs of demolition including permit fees, disposal fees, etc. are the responsibility of the Contractor.
5. It is the Contractor's responsibility to be aware of and to conform with all applicable demolition and disposal codes, safety requirements, and environmental protection regulations of any governmental body having jurisdiction over the work.
6. Provide safety barricades as required to protect the safety of the general public and workers connected with the project.
7. Provide bracing and shoring as required to protect the safety of the general public and workers connected with the project.
8. Demolished material classified as clean fill may be distributed on site when specifically approved by the Architect in advance.

KEYS ENERGY SERVICES
 1001 JAMES STREET
 Key West, Florida 33040

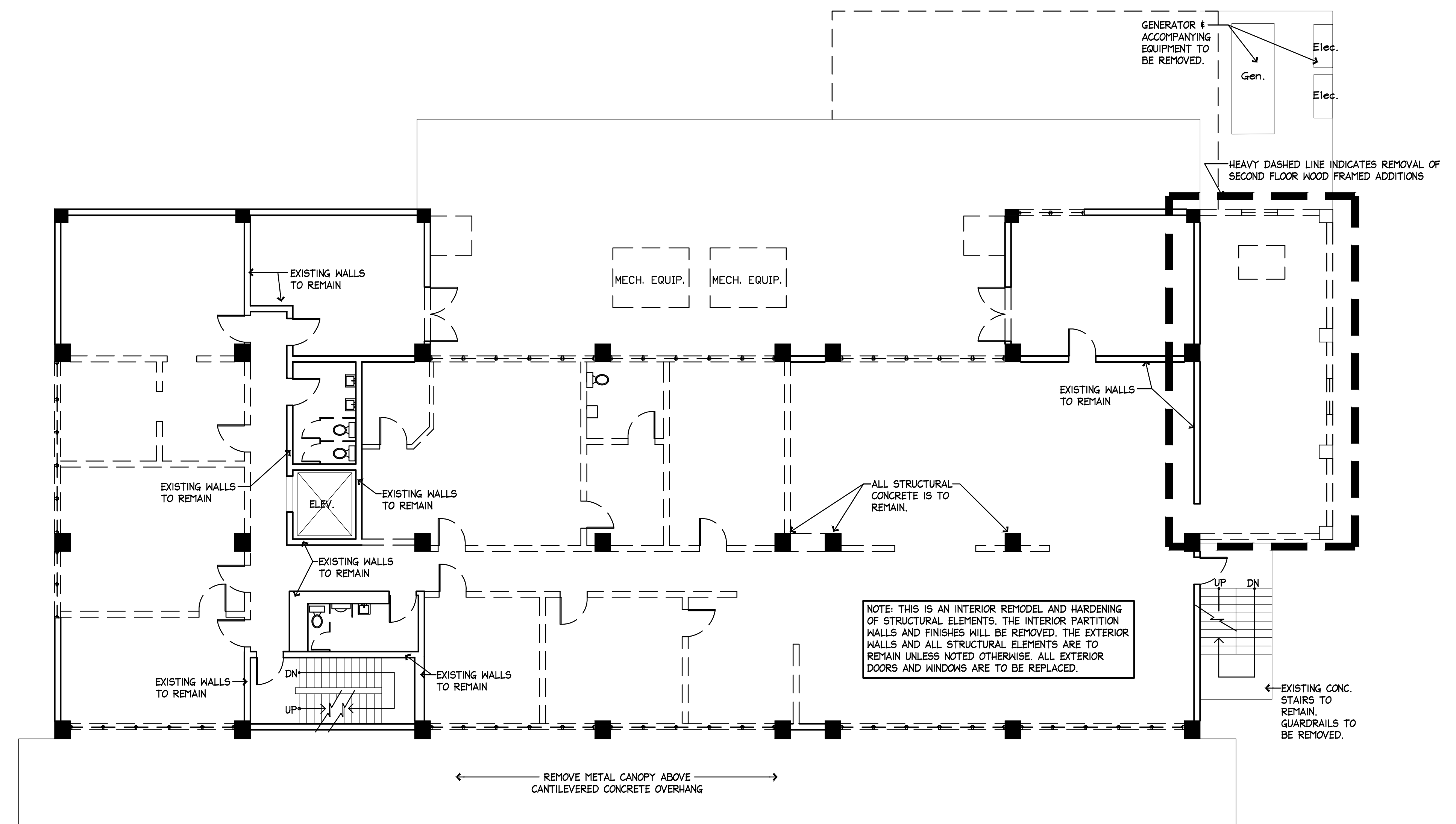


410 Angela Street
 Key West, Florida 33040
 Telephone (305) 296-1347
 Facsimile (305) 296-2727
 Florida License AAC002022

Bender & Associates
ARCHITECTS
 p.c.

Project No: 1310
 DEMOLITION PLANS
 Date: 6/30/14

A2.3



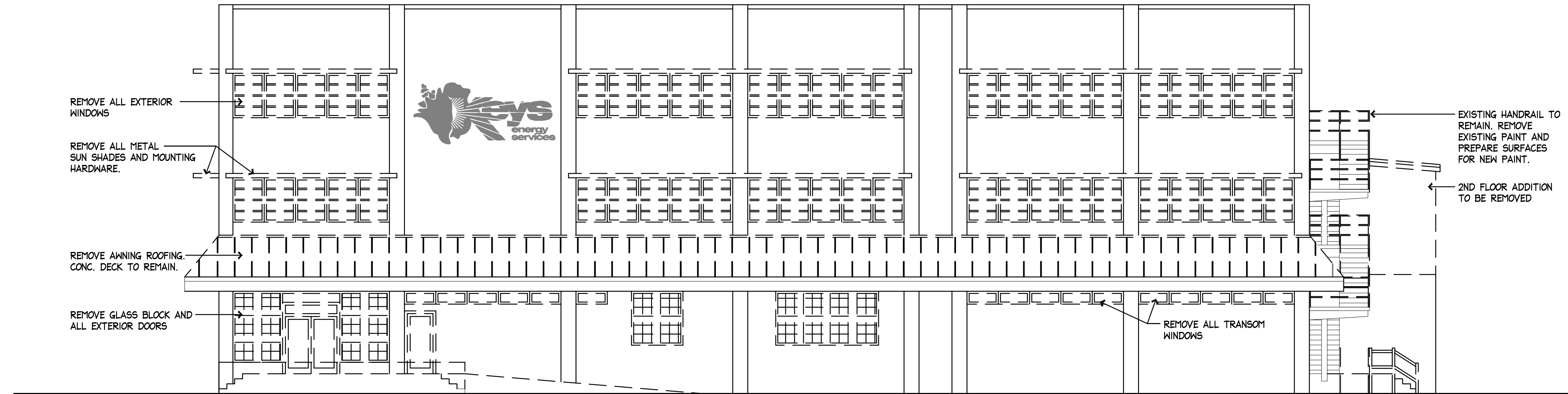
1 DEMOLITION PLAN: SECOND FLOOR
 A2.3 SCALE: 1/8"=1'-0"



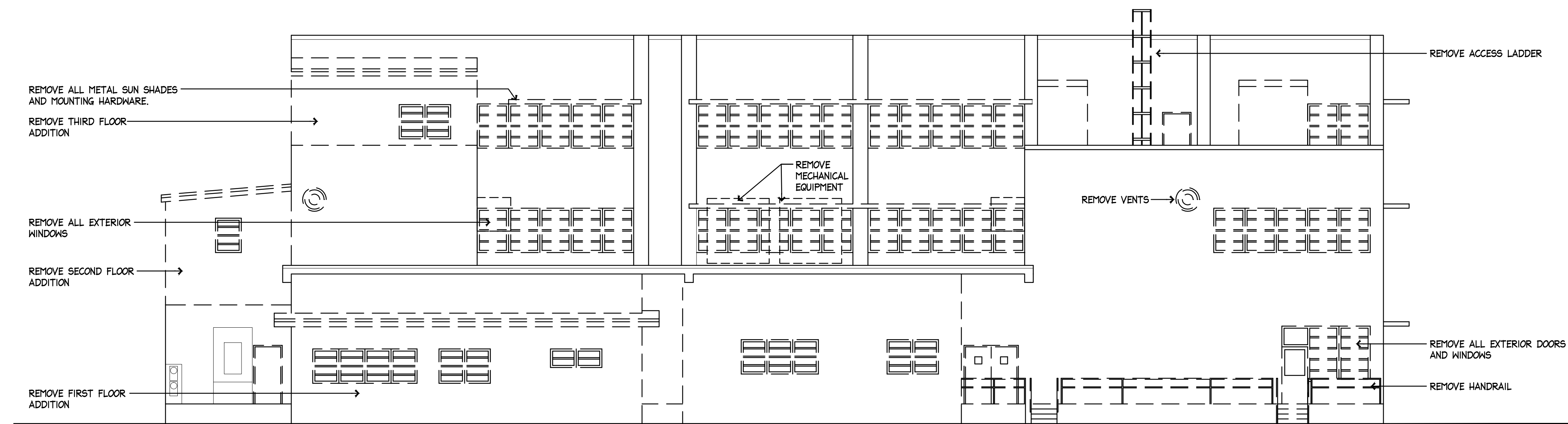
NOTE:
 1. ALL FIXTURES AND FINISHES ARE TO BE REMOVED. ALL INTERIOR PARTITION WALLS, ALL EXTERIOR DOORS, AND ALL EXTERIOR WINDOWS ARE TO BE REMOVED.
 2. ALL CONCRETE COLUMNS, CONCRETE EXTERIOR WALLS, CONCRETE FLOOR SLABS, AND OTHER STRUCTURAL FRAMING MEMBERS ARE TO REMAIN.
 3. REMOVE ALL ROOFING, FLASHING, AND DRAINS.
 4. SEE MEP PLANS FOR MORE DETAILS AND NOTES ON DEMOLITION OF MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS.

DEMOLITION NOTES

1. Remove all miscellaneous fasteners such as nails, screws and clips, as required, to allow patching of existing finishes. Some fasteners will not be able to be removed without extensive damage to historic finishes. Subject to concurrence by the Architect, such fasteners may remain, but must be treated to inhibit rust after cutting back below the wood surface.
2. Prior to submitting a bid, verify all existing conditions and dimensions on the jobsite, and also after award, but prior to the start of construction.
3. All demolished material, except for artifacts, shall become the property of the contractor, unless specifically noted otherwise, and shall be properly removed from the site. Comply with all applicable laws, codes and regulations of governmental agencies having jurisdiction over the project.
4. All costs of demolition including permit fees, disposal fees, etc. are the responsibility of the Contractor.
5. It is the Contractor's responsibility to be aware of and to conform with all applicable demolition and disposal codes, safety requirements, and environmental protection regulations of any governmental body having jurisdiction over the work.
6. Provide safety barricades as required to protect the safety of the general public and workers connected with the project.
7. Provide bracing and shoring as required to protect the safety of the general public and workers connected with the project.
8. Demolished material classified as clean fill may be distributed on site when specifically approved by the Architect in advance.



1 DEMOLITION PLAN: SOUTH ELEVATION
 A2.5 SCALE: 1/8"=1'-0"



2 DEMOLITION PLAN: NORTH ELEVATION
 A2.5 SCALE: 1/8"=1'-0"

KEYS ENERGY SERVICES
 1001 JAMES STREET
 Key West, Florida 33040

410 Angela Street
 Key West, Florida 33040
 Telephone (305) 296-1347
 Facsimile (305) 296-2727
 Florida License AAC002022

Bender & Associates
ARCHITECTS
 p.c.

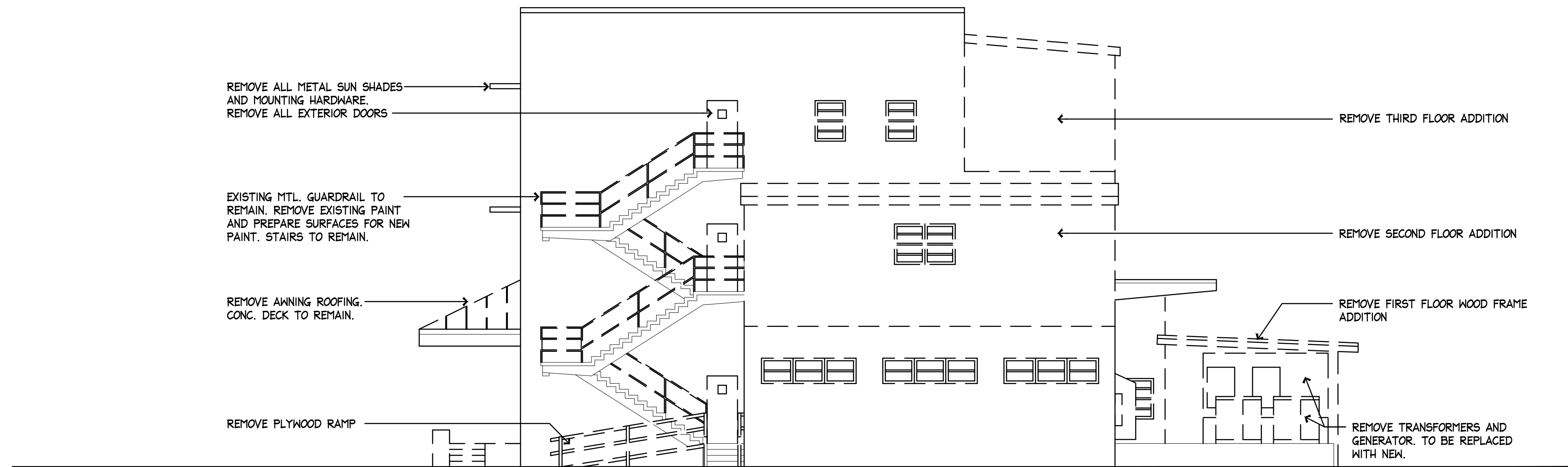
Project No: 1310
 DEMOLITION ELEVATIONS
 Date: 6/30/14

A2.5

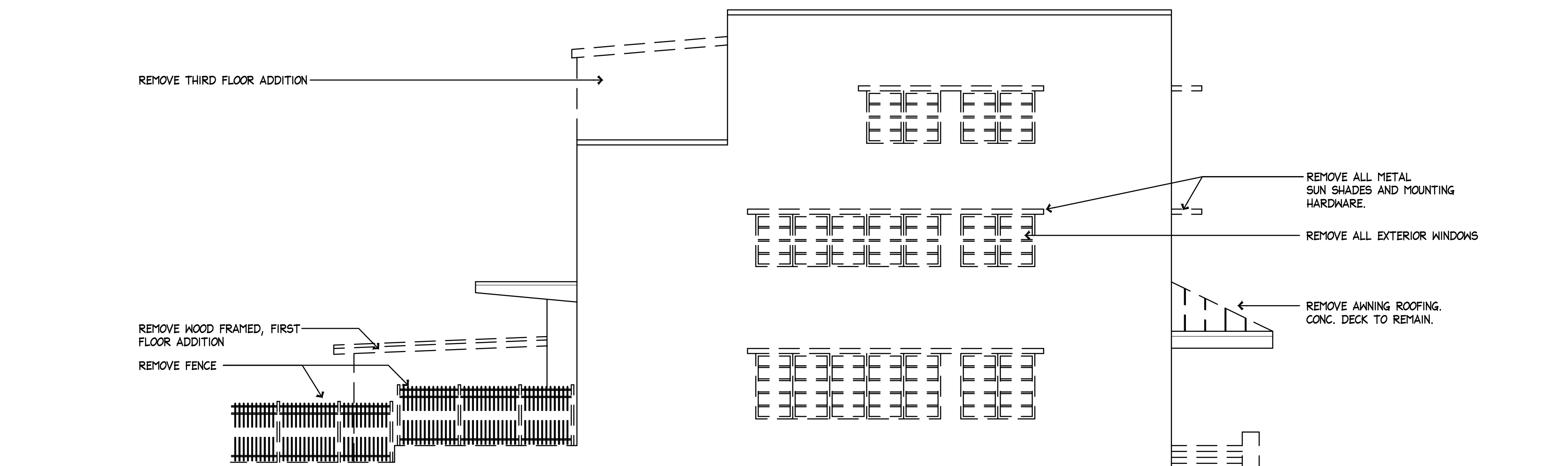
NOTE:
 1. ALL FIXTURES AND FINISHES ARE TO BE REMOVED. ALL INTERIOR PARTITION WALLS, ALL EXTERIOR DOORS, AND ALL EXTERIOR WINDOWS ARE TO BE REMOVED.
 2. ALL CONCRETE COLUMNS, CONCRETE EXTERIOR WALLS, CONCRETE FLOOR SLABS, AND OTHER STRUCTURAL FRAMING MEMBERS ARE TO REMAIN.
 3. REMOVE ALL ROOFING, FLASHING, AND DRAINS.
 4. SEE MEP PLANS FOR MORE DETAILS AND NOTES ON DEMOLITION OF MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS.

DEMOLITION NOTES

1. Remove all miscellaneous fasteners such as nails, screws and clips, as required, to allow patching of existing finishes. Some fasteners will not be able to be removed without extensive damage to historic finishes. Subject to concurrence by the Architect, such fasteners may remain, but must be treated to inhibit rust after cutting back below the wood surface.
2. Prior to submitting a bid, verify all existing conditions and dimensions on the jobsite, and also after award, but prior to the start of construction.
3. All demolished material, except for artifacts, shall become the property of the contractor, unless specifically noted otherwise, and shall be properly removed from the site. Comply with all applicable laws, codes and regulations of governmental agencies having jurisdiction over the project.
4. All costs of demolition including permit fees, disposal fees, etc. are the responsibility of the Contractor.
5. It is the Contractor's responsibility to be aware of and to conform with all applicable demolition and disposal codes, safety requirements, and environmental protection regulations of any governmental body having jurisdiction over the work.
6. Provide safety barricades as required to protect the safety of the general public and workers connected with the project.
7. Provide bracing and shoring as required to protect the safety of the general public and workers connected with the project.
8. Demolished material classified as clean fill may be distributed on site when specifically approved by the Architect in advance.



2 DEMOLITION PLAN: EAST ELEVATION
 A2.6 SCALE: 1/8"=1'-0"



2 DEMOLITION PLAN: WEST ELEVATION
 A2.6 SCALE: 1/8"=1'-0"

KEYS ENERGY SERVICES
 1001 JAMES STREET
 Key West, Florida 33040

410 Angela Street
 Key West, Florida 33040
 Telephone (305) 296-1347
 Facsimile (305) 296-2727
 Florida License AAC002022

Bender & Associates
ARCHITECTS
 p.c.

Project No: 1310
 DEMOLITION
 ELEVATIONS

Date: 6/30/14

A2.6

NO.	ROOM NAME	FLOOR	BASE	WALLS				CEILING	CLG. HT.	REMARKS
				NORTH	EAST	SOUTH	WEST			
101	BOARD ROOM LOBBY AND STORAGE	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
102	BOARD ROOM	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	10'-0"	
103	ELECTRIC/PHONE ROOM	CONCRETE	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	UNFINISHED	10'-0"	
104	RESTROOM	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	10'-0"	
105	RESTROOM	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	10'-0"	
106	ELEVATOR EQUIPMENT ROOM	CONCRETE	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	UNFINISHED	10'-0"	
107	JANITOR'S CLOSET	CONCRETE	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
108	ENTRYWAY	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
109	LOBBY AND WAITING AREA	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
110	ENTRYWAY	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
111	CUSTOMER SERVICE SUPERVISOR	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
112	WORKSPACE FOR CUST. SERVICE REPS.	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
113	CUSTOMER SERVICE REPS.	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
114	CASHIERS	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
115	DELINQUENT ACCOUNTS	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	

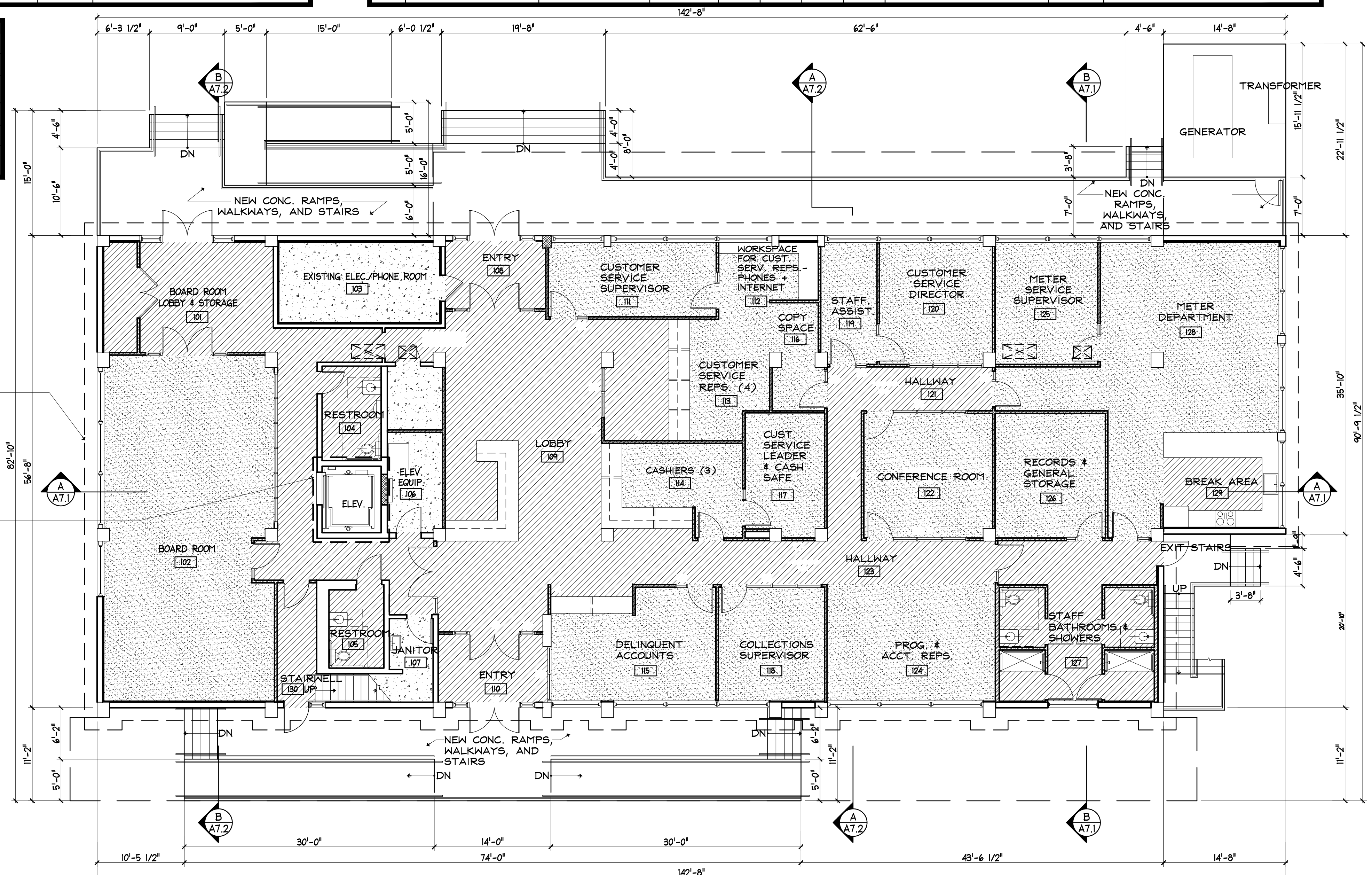
NO.	ROOM NAME	FLOOR	BASE	WALLS				CEILING	CLG. HT.	REMARKS
				NORTH	EAST	SOUTH	WEST			
116	COPY SPACE	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
117	CUSTOMER SERVICE LEADER & CASH SAFE	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
118	COLLECTIONS SUPERVISOR	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
119	STAFF ASSISTANT	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
120	CUSTOMER SERVICE DIRECTOR	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
121	HALLWAY	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
122	CONFERENCE ROOM	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
123	HALLWAY	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
124	PROGRAM & ACCOUNT REPS.	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
125	METER SERVICE SUPERVISOR	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
126	RECORDS & GENERAL STORAGE	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
127	RESTROOMS & SHOWERS	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	10'-0"	
128	METER WORKSTATIONS	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
129	BREAK AREA	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0"	
130	STAIRWELL	POLISHED CONCRETE	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	N/A	--	

ROOM FINISH NOTES	
1	MODULAR CARPET TILES: MILIKEN ISOS FINITE COLOR: FN230
2	ACOUSTICAL CEILING TILES: 2'-0"x2'-0"x5/8" ARMSTRONG 'DUNE' ACOUSTIC CEILING WITH INTERLUDE XL 9/16" EXPOSED TEE SYSTEM TRIM IN WHITE. WALL MOLDING TO BE SHADOW MOLDING.
3	DALTILE TERRAZZO RECYCLED GLASS TILE. COLOR: KEY WEST TZ46. CHAMFERED EDGE, FACTORY GROUND AND POLISHED FINISH. SIZE: 24"x24"
4	
5	

EXCAVATE AROUND ENTIRE BUILDING DOWN TO TOP OF SPREAD FOOTINGS. INSTALL WATER PROOF COATING ONTO EXISTING WALL. BUILD NEW 4" THICK MASONRY WALL TO CONCEAL WATERPROOFING, AND THEN BACKFILL.

NEW ELEVATOR SHAFT FROM PIT TO SECOND FLOOR.

FLOOR MATERIAL LEGEND:	
	TERRAZZO TILE
	CONCRETE
	MILIKEN CARPET TILES



1 FIRST FLOOR PLAN
A3.1 SCALE: 1/8"=1'-0"

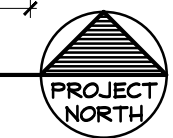
KEYS ENERGY SERVICES
1001 JAMES STREET
Key West, Florida 33040

410 Angela Street
Key West, Florida 33040
Telephone (305) 296-1347
Facsimile (305) 296-2727
Florida License AAC002022

Bender & Associates
ARCHITECTS
p.c.

Project No: 1310
FIRST FLOOR PLAN
Date: 6/30/14

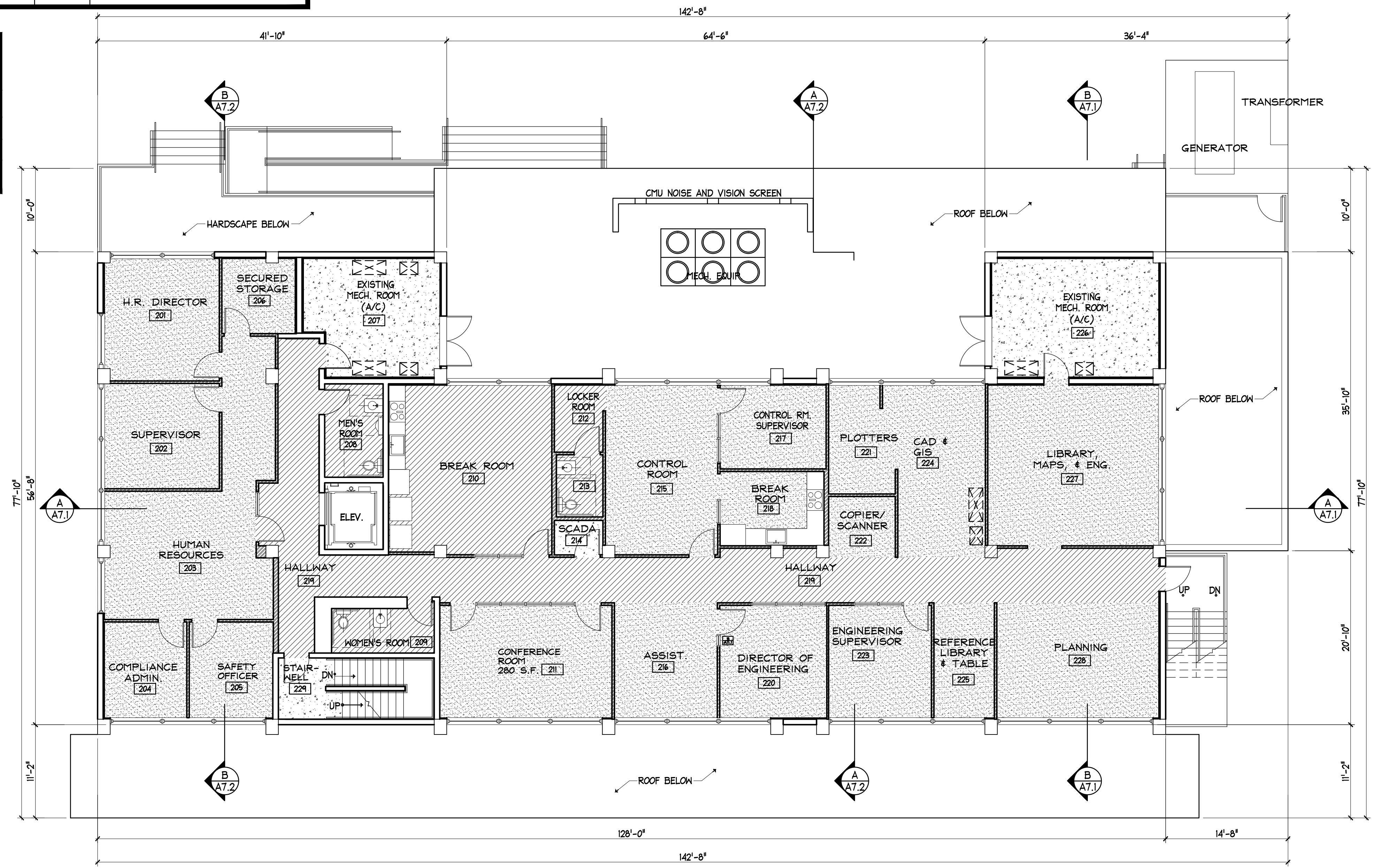
A3.1



NO.	ROOM NAME	FLOOR	BASE	WALLS				CEILING	CLG. HT.	REMARKS
				NORTH	EAST	SOUTH	WEST			
201	H.R. DIRECTOR	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
202	SUPERVISOR	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
203	HUMAN RESOURCES ENTRY/OPEN OFFICES	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
204	COMPLIANCE ADMIN.	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
205	SAFETY OFFICER	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
206	SECURED STORAGE	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
207	EXISTING MECHANICAL ROOM	CONCRETE	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	UNFINISHED	11'-0"	
208	MEN'S ROOM	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	9'-0"	
209	WOMEN'S ROOM	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	9'-0"	
210	LUNCH AND BREAK ROOM	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
211	CONFERENCE ROOM	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
212	LOCKER ROOM	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
213	CONTROL ROOM BATHROOM	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	9'-0"	
214	SCADA/NETWORK BOX ROOM	CONCRETE	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
215	CONTROL ROOM	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	

NO.	ROOM NAME	FLOOR	BASE	WALLS				CEILING	CLG. HT.	REMARKS
				EAST	SOUTH	WEST				
216	ASSISTANT	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
217	CONTROL ROOM SUPERVISOR	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
218	BREAKROOM	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
219	HALLWAY	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	8'-0"	
220	DIRECTOR OF ENGINEERING	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
221	PLOTTERS	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
222	COPIER/SCANNER	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
223	ENGINEERING SUPERVISOR	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
224	CAD & GIS	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
225	REFERENCE LIBRARY & TABLE	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
226	EXISTING MECHANICAL ROOM	CONCRETE	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	UNFINISHED	11'-0"	
227	LIBRARY, MAPS, & ENGINEERS	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
228	PLANNING	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
229	STAIRWELL	CONCRETE	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	N/A	--	

ROOM FINISH NOTES	
1	MODULAR CARPET TILES: MILIKEN ISOS FINITE COLOR: FX230
2	ACOUSTICAL CEILING TILES: 2'-0"x2'-0"x5/8" ARMSTRONG 'DUNE' ACOUSTIC CEILING WITH INTERLUDE XL 9/16" EXPOSED TEE SYSTEM TRIM IN WHITE. WALL MOLDING TO BE SHADOW MOLDING.
3	DALTILE TERRAZZO RECYCLED GLASS TILE. COLOR: KEY WEST TZ46. CHAMFERED EDGE, 'FACTORY GROUND AND' POLISHED FINISH. SIZE: 24"x24"
4	
5	



FLOOR MATERIAL LEGEND:
 [Pattern] TERRAZZO TILE
 [Pattern] CONCRETE
 [Pattern] MILIKEN CARPET TILES

3.2 SECOND FLOOR PLAN
 SCALE: 1/8"=1'-0"

KEYS ENERGY SERVICES
 1001 JAMES STREET
 Key West, Florida 33040

410 Angela Street
 Key West, Florida 33040
 Telephone (305) 296-1347
 Facsimile (305) 296-2727
 Florida License AAC002022

Bender & Associates
 ARCHITECTS
 p.c.

Project No: 1310
 SECOND FLOOR PLAN
 Date: 6/30/14

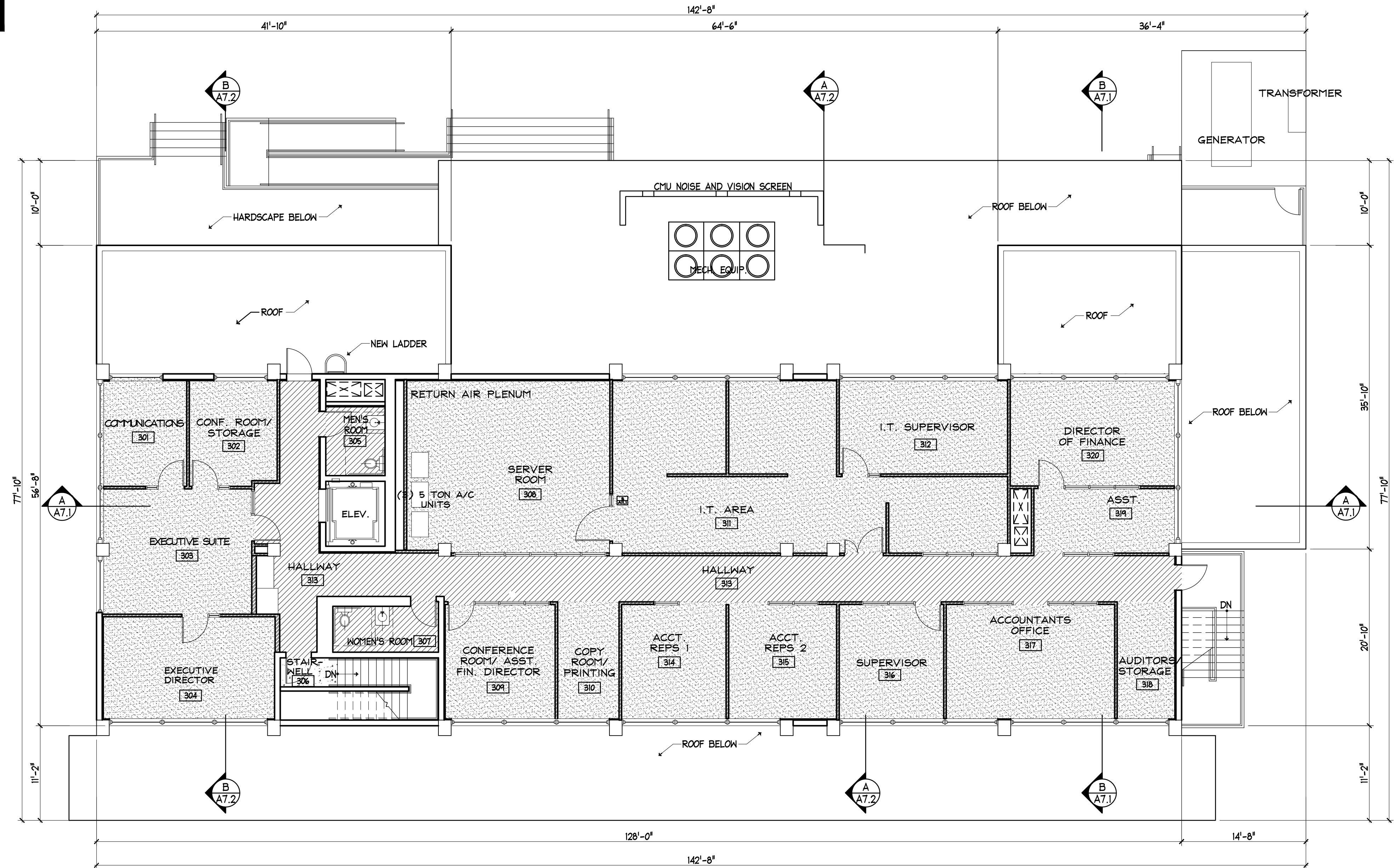
A3.2



NO.	ROOM NAME	FLOOR	BASE	WALLS				CEILING	CLG. HT.	REMARKS
				NORTH	EAST	SOUTH	WEST			
301	COMMUNICATIONS	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	--
302	CONFERENCE ROOM/STORAGE	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
303	EXECUTIVE SUITE	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
304	EXECUTIVE DIRECTOR	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
305	MEN'S ROOM	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	9'-0"	
306	STAIRWELL	CONCRETE	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	--	
307	WOMEN'S ROOM	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	9'-0"	
308	SERVER ROOM	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	10'-0" VIF	
309	CONFERENCE ROOM/ ASST. FINANCIAL DIRECTOR	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
310	COPY/PRINTING ROOM	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	

NO.	ROOM NAME	FLOOR	BASE	WALLS				CEILING	CLG. HT.	REMARKS
				NORTH	EAST	SOUTH	WEST			
311	IT OFFICES	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	--
312	IT SUPERVISOR OFFICE	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
313	HALLWAY	TERRAZZO TILE. SEE NOTE #3	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	8'-0"	
314	ACCOUNT REPS. 1	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
315	ACCOUNT REPS. 2	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
316	SUPERVISOR	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
317	ACCOUNTANT OFFICES	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
318	AUDITORS/STORAGE	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
319	ASSISTANT	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	
320	DIRECTOR OF FINANCE	MILIKEN CARPET TILE. SEE NOTE #1	ALUMINUM	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	PTD. GYP. BD.	2x2 ACOUSTIC CEILING PANELS	9'-0"	

ROOM FINISH NOTES	
1	MODULAR CARPET TILES: MILLIKEN 1505 FINITE COLOR: FN230
2	ACOUSTICAL CEILING TILES: 2'-0"x2'-0"x5/8" ARMSTRONG 'DUNE' ACOUSTIC CEILING WITH INTERLUDE XL 9/16" EXPOSED TEE SYSTEM TRIM IN WHITE. WALL MOLDING TO BE SHADOW MOLDING.
3	DALITILE TERRAZZO RECYCLED GLASS TILE. COLOR: KEY WEST TZ46. CHAMFERED EDGE, FACTORY GROUND AND # POLISHED FINISH. SIZE: 24"x24"
4	
5	



FLOOR MATERIAL LEGEND:	
[Pattern]	TERRAZZO TILE
[Pattern]	CONCRETE
[Pattern]	MILLIKEN CARPET TILES

1 THIRD FLOOR PLAN
3.3 SCALE: 1/8"=1'-0"



KEYS ENERGY SERVICES
1001 JAMES STREET
Key West, Florida 33040

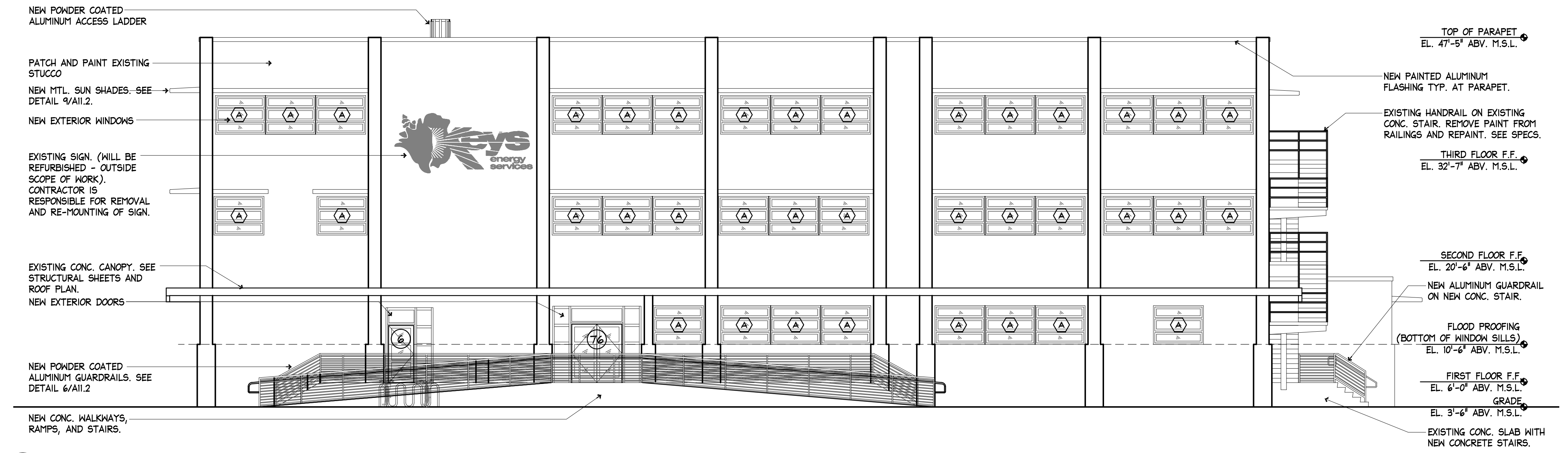
410 Angela Street
Key West, Florida 33040
Telephone (305) 296-1347
Facsimile (305) 296-2727
Florida License AAC002022

Bender & Associates
ARCHITECTS
p.c.

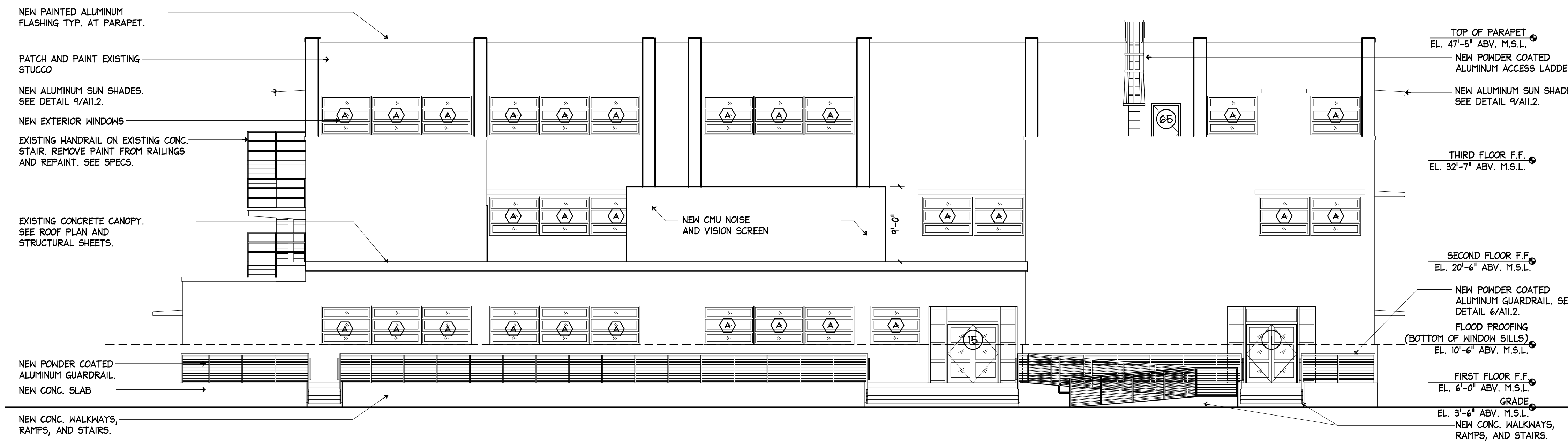
Project No: 1310
THIRD FLOOR PLAN
Date: 6/30/14

A3.3

NOTES:
 - THE EXTERIOR WALLS OF THE EXISTING BUILDING ARE TO BE REINFORCED, SEE STRUCTURAL PLANS. ALL LOOSE AND DAMAGED PLASTER IS TO BE REMOVED. AFTER REINFORCING WORK IS COMPLETE THE ENTIRE EXTERIOR IS TO RECEIVE NEW PLASTER. PREPARE ALL SURFACES, INCLUDING EXISTING PLASTER WHICH HAS NOT BEEN REMOVED TO RECEIVE THE NEW PLASTER. AFTER PLASTER INSTALLATION THE BUILDING WILL RECEIVE NEW PAINT. SEE PAINT SPECIFICATIONS FOR APPROVED PRODUCTS.



2 SOUTH EXTERIOR ELEVATION
 A6.1 SCALE: 1/8"=1'-0"



1 NORTH EXTERIOR ELEVATION
 A6.1 SCALE: 1/8"=1'-0"

KEYS ENERGY SERVICES
 1001 JAMES STREET
 Key West, Florida 33040

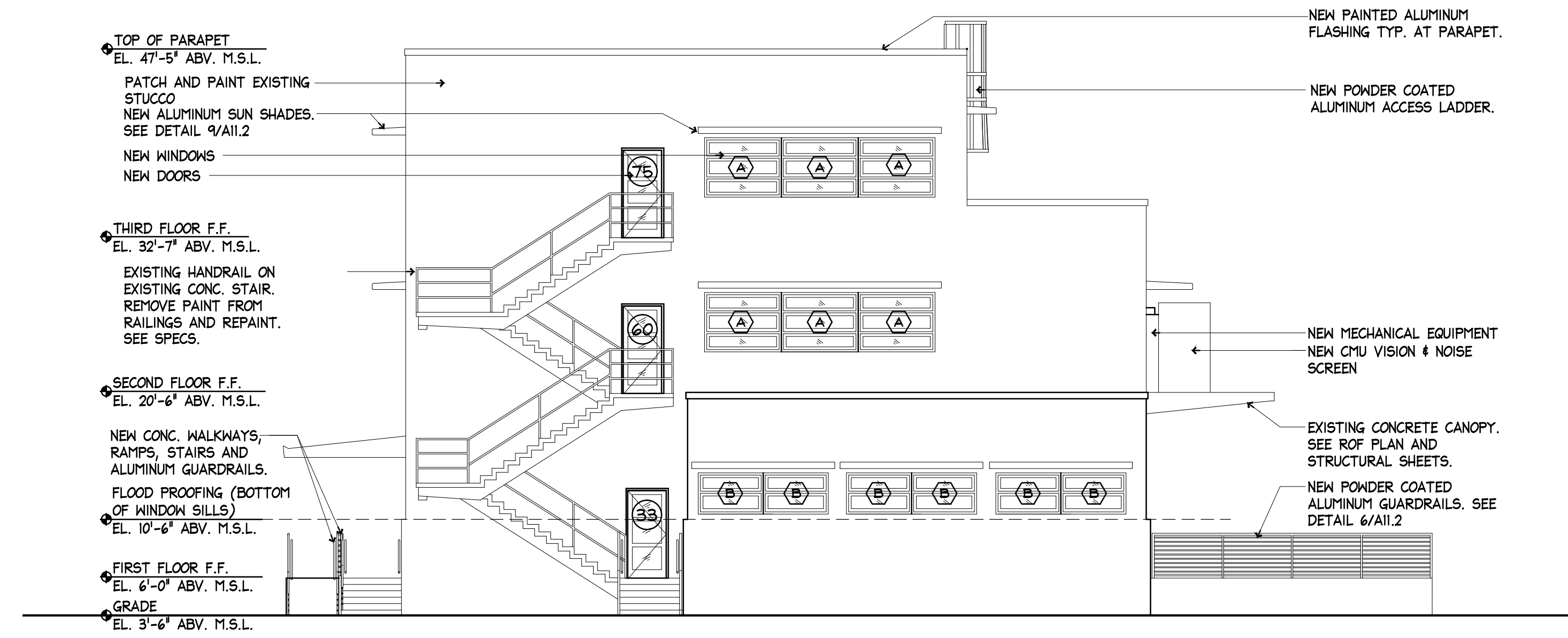
410 Angela Street
 Key West, Florida 33040
 Telephone (305) 296-1347
 Facsimile (305) 296-2727
 Florida License AAC002022

Bender & Associates
ARCHITECTS
 p.c.

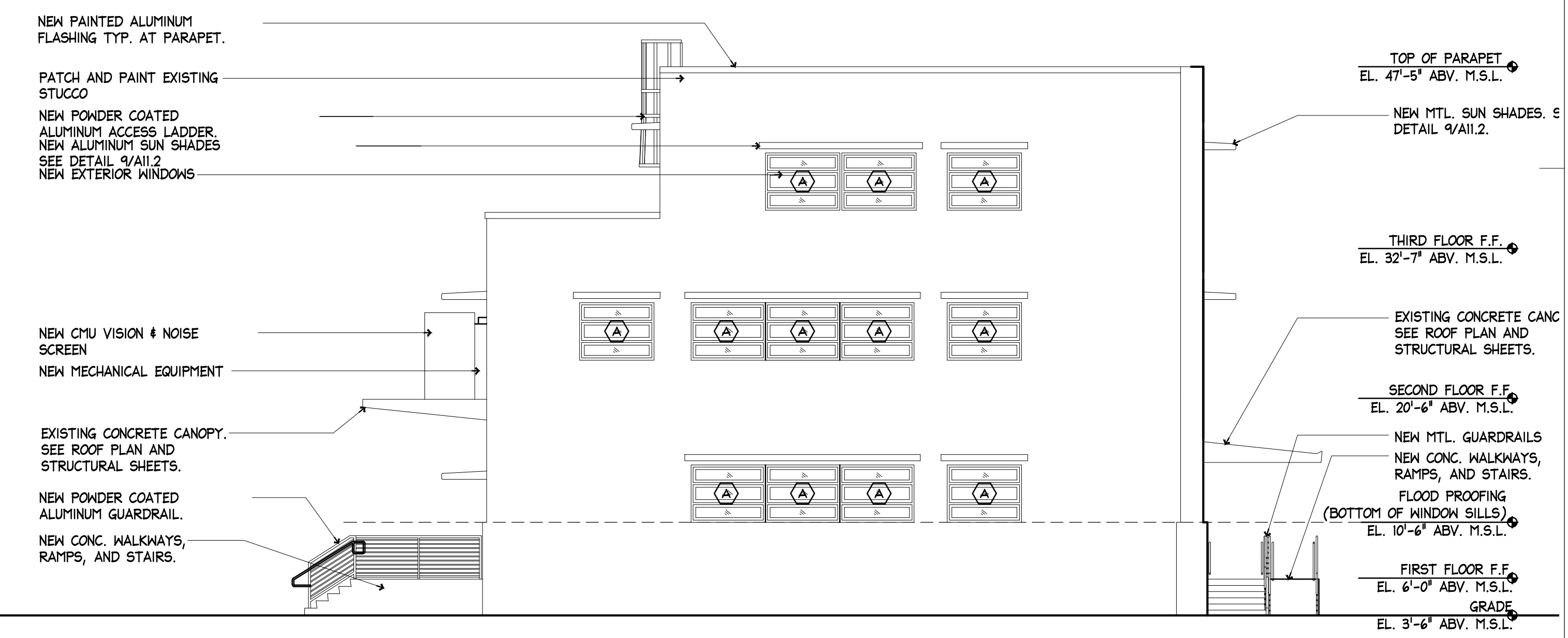
Project No: 1310
 EXTERIOR ELEVATIONS
 Date: 6/30/14

A6.1

NOTES:
 - THE EXTERIOR WALLS OF THE EXISTING BUILDING ARE TO BE REINFORCED, SEE STRUCTURAL PLANS. ALL LOOSE AND DAMAGED PLASTER IS TO BE REMOVED. AFTER REINFORCING WORK IS COMPLETE THE ENTIRE EXTERIOR IS TO RECEIVE NEW PLASTER. PREPARE ALL SURFACES, INCLUDING EXISTING PLASTER WHICH HAS NOT BEEN REMOVED TO RECEIVE THE NEW PLASTER. AFTER PLASTER INSTALLATION THE BUILDING WILL RECEIVE NEW PAINT. SEE PAINT SPECIFICATIONS FOR APPROVED PRODUCTS.



2 EAST EXTERIOR ELEVATION
 SCALE: 1/8"=1'-0"



1 WEST EXTERIOR ELEVATION
 SCALE: 1/8"=1'-0"

KEYS ENERGY SERVICES
 1001 JAMES STREET
 Key West, Florida 33040

410 Angela Street
 Key West, Florida 33040
 Telephone (305) 296-1347
 Facsimile (305) 296-2727
 Florida License AAC002022

Bender & Associates
ARCHITECTS
 p.c.

Project No: 1310
 EXTERIOR ELEVATIONS
 Date: 6/30/14

A6.2

KEYS ENERGY SERVICES - T#D BUILDING
LIFE SAFETY CODE CALCULATIONS
FLORIDA BUILDING CODE 2010, BUILDING

2010 BUILDING CODE SECTION Occupancy Classification:

Section 304 Offices: Group 'B' Business

Building Area:
Existing Building:
1st Floor: 8,000 s.f.
2nd Floor: 6,400 s.f.
3rd Floor: 5,600 s.f.
Total: 20,000 s.f.

Table 601 Construction Type: Type II-B construction, sprinklered.
Primary structural frame: 0 hours.
Exterior / Interior Bearing walls: 0 hours.
Exterior Non-bearing walls: 0 hours.
Interior Non-bearing walls: 0 hours.
Floor construction / Secondary members: 0 hours.
Roof construction / secondary members: 0 hours.

Table 503 Allowable Building Heights & Areas:
(Automatic sprinkler system increase per Section 504.2)
Group # Stories Allowed Area: Bldg. Height:
B 4 19,000sf/floor 75'

Table 1004.1.1 Occupancy Loads:
Existing Building:
1st Floor: B Business 8,000 s.f. / 100 gross = 80 persons
2nd Floor: B Business 6,400 s.f. / 100 gross = 64 persons
3rd Floor: B Business 5,600 s.f. / 100 gross = 56 persons

Table 707.3.9 Fire Resistant Separations:
Group: B- Business Separation: 2 hours.

Table 1021.1 Number of Exits Required:
Existing Building:
1st Floor: 2
2nd Floor: 2
3rd Floor: 2

Table 1016.1 Exit Access Travel Distance:
Occupancy Group: B-Business Travel Distance: 195' (300' allowable) OK.

Section 1005.1 Egress Width:
Existing Building:
1st Floor: 80 persons x .3' = 24' (36' provided)
2nd Floor: 64 persons x .3' = 19.2' (36' provided)
3rd Floor: 56 persons x .3' = 16.8' (36' provided)

Section 1009.1 Minimum Stair Width: 44" clear

Section 705.8.1, Exception 2, Allowable Area of Openings:
Buildings whose exterior bearing walls, exterior nonbearing walls and exterior primary structural frame are not required to be fire resistance rated shall be permitted to have unlimited unprotected openings.

Plumbing, Table 403.1 Plumbing Fixtures:
Business Occupancy:
Water Closets: 1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50. (--- provided.)
Lavatories: 1 per 40 for the first 80 & 1 per 80 for the remainder. (--- provided.)
Drinking Fountains: 1 per 100. (--- provided)

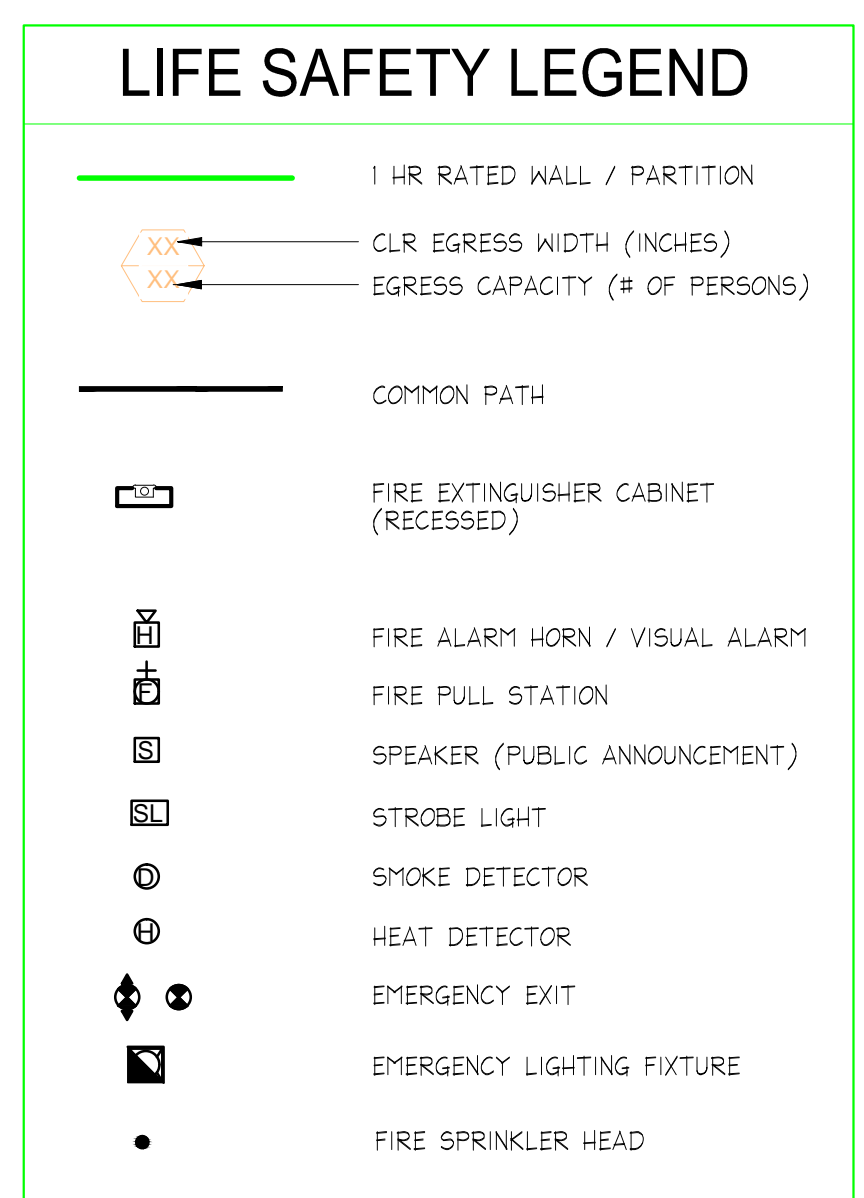
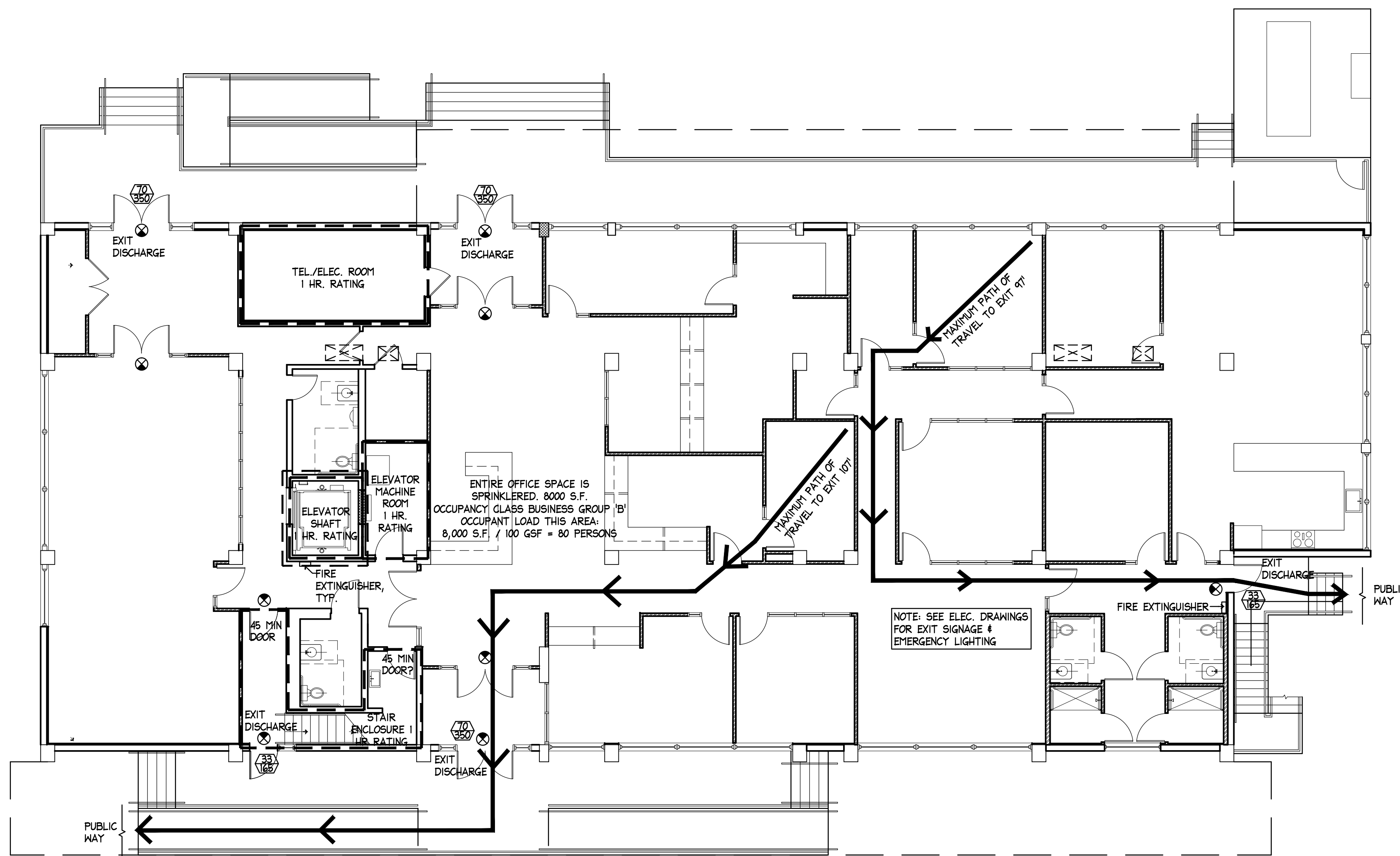
KEYS ENERGY SERVICES
1001 JAMES STREET
Key West, Florida 33040

410 Angela Street
Key West, Florida 33040
Telephone (305) 296-1347
Facsimile (305) 296-2727
Florida License AAC002022

Bender & Associates
ARCHITECTS
p.c.

Project No: 1310
LIFE SAFETY PLAN
Date: 6/30/14

A13.1



KEYS ENERGY SERVICES - T#D BUILDING
LIFE SAFETY CODE CALCULATIONS
FLORIDA BUILDING CODE 2010, BUILDING

2010 BUILDING CODE SECTION Occupancy Classification:

Section 304 Offices: Group 'B' Business

Building Area:
Existing Building:
1st Floor: 8,000 s.f.
2nd Floor: 6,400 s.f.
3rd Floor: 5,600 s.f.
Total: 20,000 s.f.

Table 601 Construction Type: Type II-B construction, sprinklered.
Primary structural frame: 0 hours.
Exterior / Interior Bearing walls: 0 hours.
Exterior Non-bearing walls: 0 hours.
Interior Non-bearing walls: 0 hours.
Floor construction / Secondary members: 0 hours.
Roof construction / secondary members: 0 hours.

Table 503 Allowable Building Heights & Areas:
(Automatic sprinkler system increase per Section 504.2)
Group # Stories Allowed Area Bldg. Height:
B 4 19,000sf/floor 75'

Table 1004.1.1 Occupancy Loads:
Existing Building:
1st Floor: B Business 8,000 s.f. / 100 gross = 80 persons
2nd Floor: B Business 6,400 s.f. / 100 gross = 64 persons
3rd Floor: B Business 5,600 s.f. / 100 gross = 56 persons

Table 707.3.9 Fire Resistant Separations:
Group: B- Business Separation: 2 hours.

Table 1021.1 Number of Exits Required:
Existing Building:
1st Floor: 2
2nd Floor: 2
3rd Floor: 2

Table 1016.1 Exit Access Travel Distance:
Occupancy Group: B-Business Travel Distance: 195' (300' allowable) OK.

Section 1005.1 Egress Width:
Existing Building:
1st Floor: 80 persons x .3' = 24' (36' provided)
2nd Floor: 64 persons x .3' = 19.2' (36' provided)
3rd Floor: 56 persons x .3' = 16.8' (36' provided)

Section 1009.1 Minimum Stair Width: 44" clear

Section 705.6.1, Exception 2, Allowable Area of Openings:
Buildings whose exterior bearing walls, exterior nonbearing walls and exterior primary structural frame are not required to be fire resistance rated shall be permitted to have unlimited unprotected openings.

Plumbing, Table 403.1 Plumbing Fixtures:
Business Occupancy:
Water Closets: 1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50. (--- provided.)
Lavatories: 1 per 40 for the first 50 & 1 per 80 for the remainder. (--- provided.)
Drinking Fountains: 1 per 100. (--- provided.)

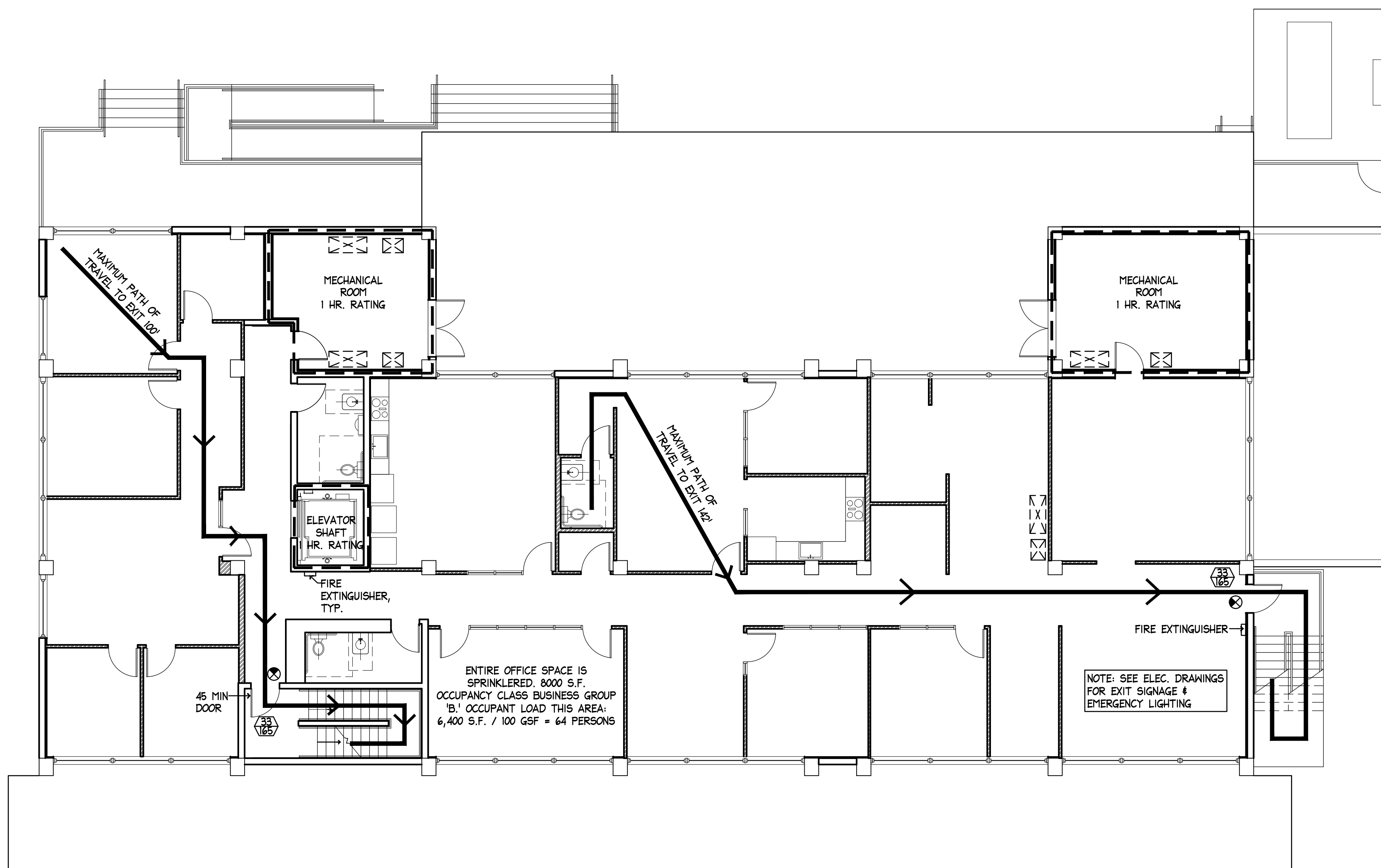
KEYS ENERGY SERVICES
1001 JAMES STREET
Key West, Florida 33040

410 Angela Street
Key West, Florida 33040
Telephone (305) 296-1347
Facsimile (305) 296-2727
Florida License AAC002022

Bender & Associates
ARCHITECTS
p.c.

Project No: 1310
LIFE SAFETY PLAN
Date: 6/30/14

A13.2



LIFE SAFETY LEGEND

- 1 HR RATED WALL / PARTITION
- CLR EGRESS WIDTH (INCHES)
- EGRESS CAPACITY (# OF PERSONS)
- COMMON PATH
- ☐ FIRE EXTINGUISHER CABINET (RECESSED)
- 🔊 FIRE ALARM HORN / VISUAL ALARM
- 🔧 FIRE PULL STATION
- 🗣️ SPEAKER (PUBLIC ANNOUNCEMENT)
- 💡 STROBE LIGHT
- 🕸️ SMOKE DETECTOR
- 🔥 HEAT DETECTOR
- 🚪 EMERGENCY EXIT
- 📡 EMERGENCY LIGHTING FIXTURE
- FIRE SPRINKLER HEAD



KEYS ENERGY SERVICES - T#D BUILDING
LIFE SAFETY CODE CALCULATIONS
FLORIDA BUILDING CODE 2010, BUILDING

2010 BUILDING CODE SECTION Occupancy Classification:

Section 304 Offices: Group 'B' Business

Building Area:
Existing Building:
1st Floor: 8,000 s.f.
2nd Floor: 6,400 s.f.
3rd Floor: 5,600 s.f.
Total: 20,000 s.f.

Table 601 Construction Type: Type II-B construction, sprinklered.
Primary structural frame: 0 hours.
Exterior / Interior Bearing walls: 0 hours.
Exterior Non-bearing walls: 0 hours.
Interior Non-bearing walls: 0 hours.
Floor construction / Secondary members: 0 hours.
Roof construction / secondary members: 0 hours.

Table 503 Allowable Building Heights & Areas:
(Automatic sprinkler system increase per Section 504.2)
Group # Stories Allowed Area: Bldg. Height:
B 4 19,000sf/floor 75'

Table 1004.1.1 Occupancy Loads:
Existing Building:
1st Floor: B Business 8,000 s.f. / 100 gross = 80 persons
2nd Floor: B Business 6,400 s.f. / 100 gross = 64 persons
3rd Floor: B Business 5,600 s.f. / 100 gross = 56 persons

Table 707.3.9 Fire Resistant Separations:
Group: B- Business Separation: 2 hours.

Table 1021.1 Number of Exits Required:
Existing Building:
1st Floor: 2
2nd Floor: 2
3rd Floor: 2

Table 1016.1 Exit Access Travel Distance:
Occupancy Group: B-Business Travel Distance: 195' (300' allowable) OK.

Section 1005.1 Egress Width:
Existing Building:
1st Floor: 80 persons x .3' = 24' (36' provided)
2nd Floor: 64 persons x .3' = 19.2' (36' provided)
3rd Floor: 56 persons x .3' = 16.8' (36' provided)

Section 1009.1 Minimum Stair Width: 44" clear

Section 705.8.1, Exception 2, Allowable Area of Openings:
Buildings whose exterior bearing walls, exterior nonbearing walls and exterior primary structural frame are not required to be fire resistance rated shall be permitted to have unlimited unprotected openings.

Plumbing, Table 403.1 Plumbing Fixtures:
Business Occupancy:
Water Closets: 1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50. (--- provided.)
1 per 40 for the first 80 & 1 per 80 for the remainder. (--- provided.)
Lavatories: 1 per 40 for the first 80 & 1 per 80 for the remainder. (--- provided.)
Drinking Fountains: 1 per 100. (--- provided)

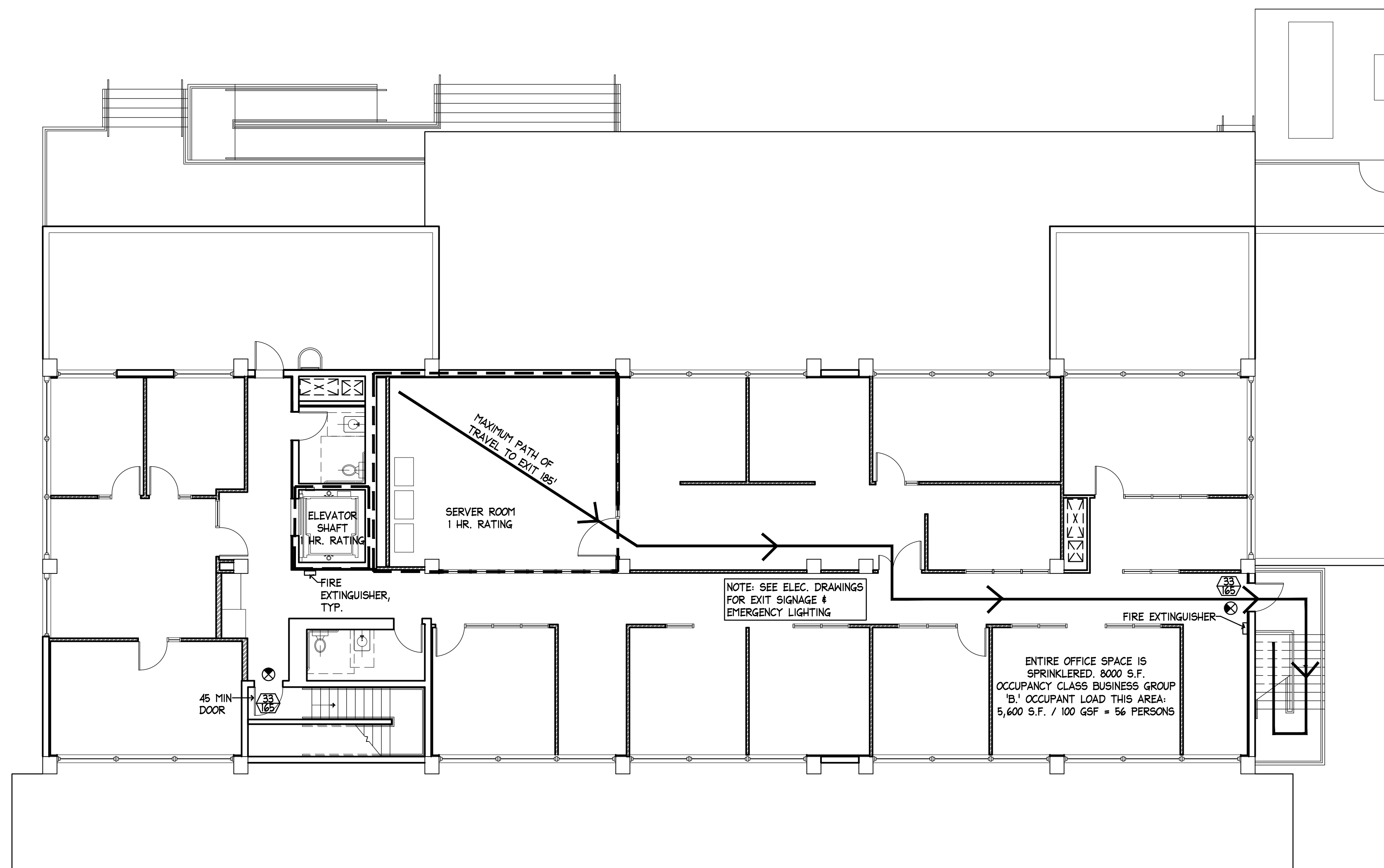
KEYS ENERGY SERVICES
1001 JAMES STREET
Key West, Florida 33040

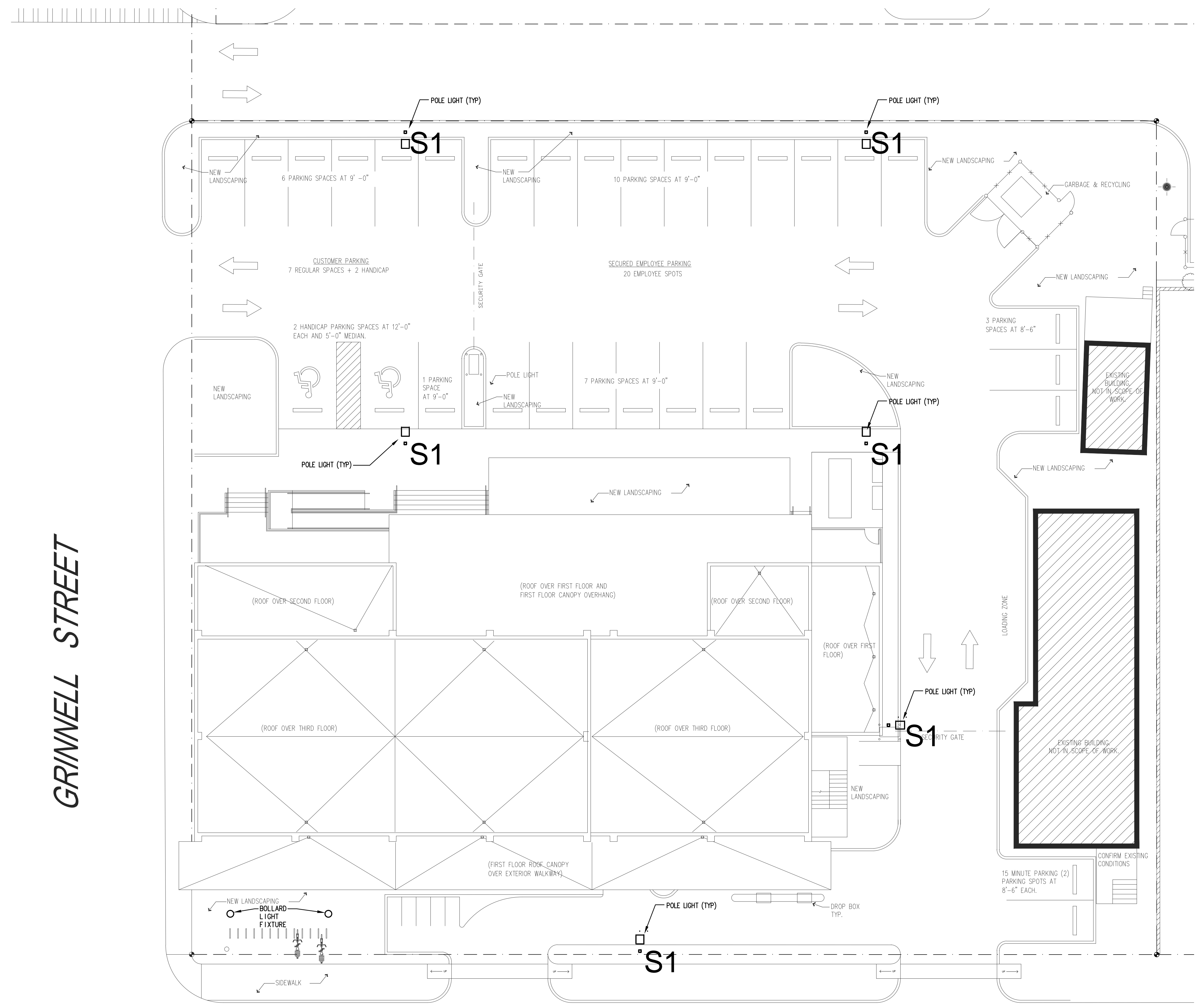
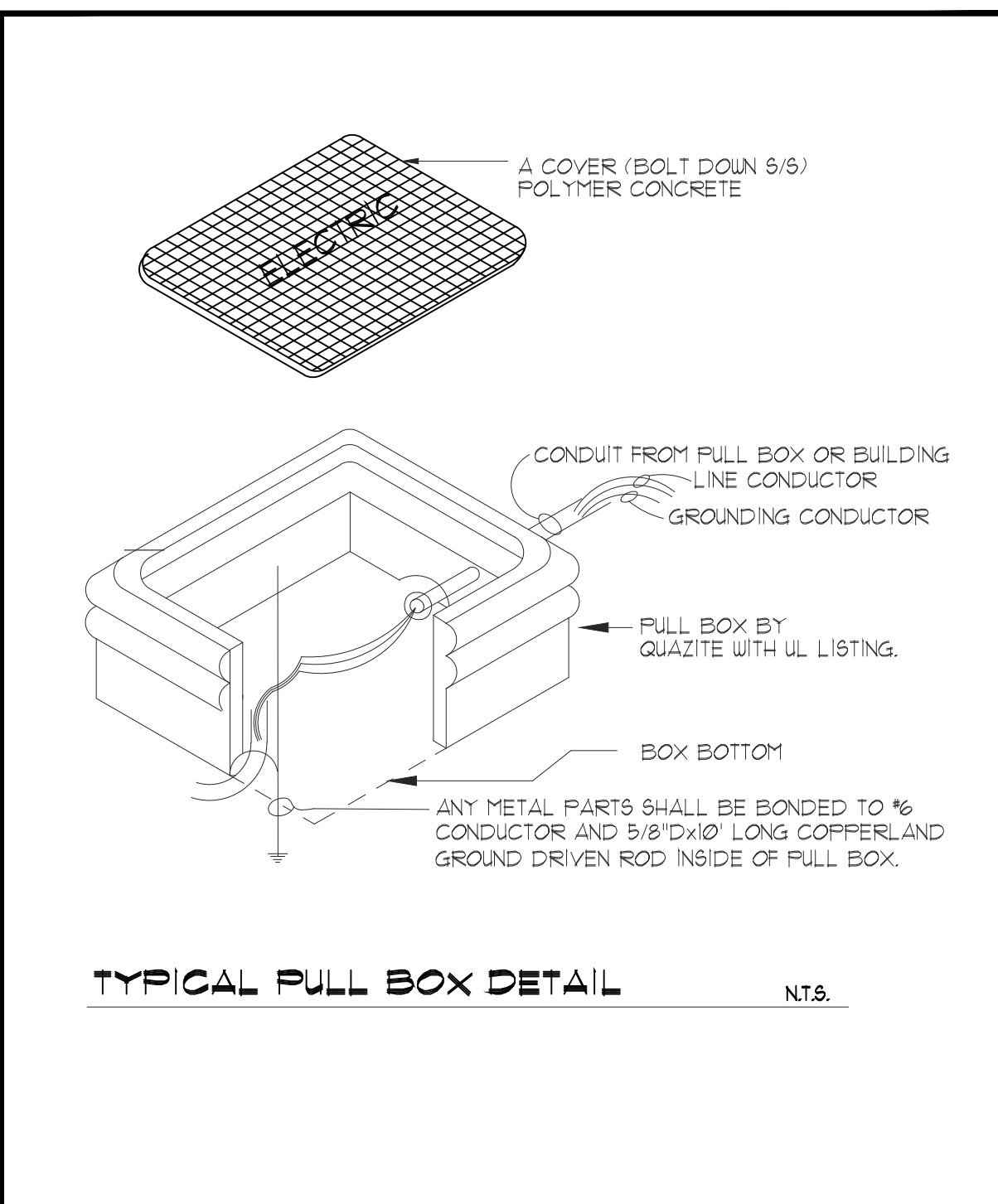
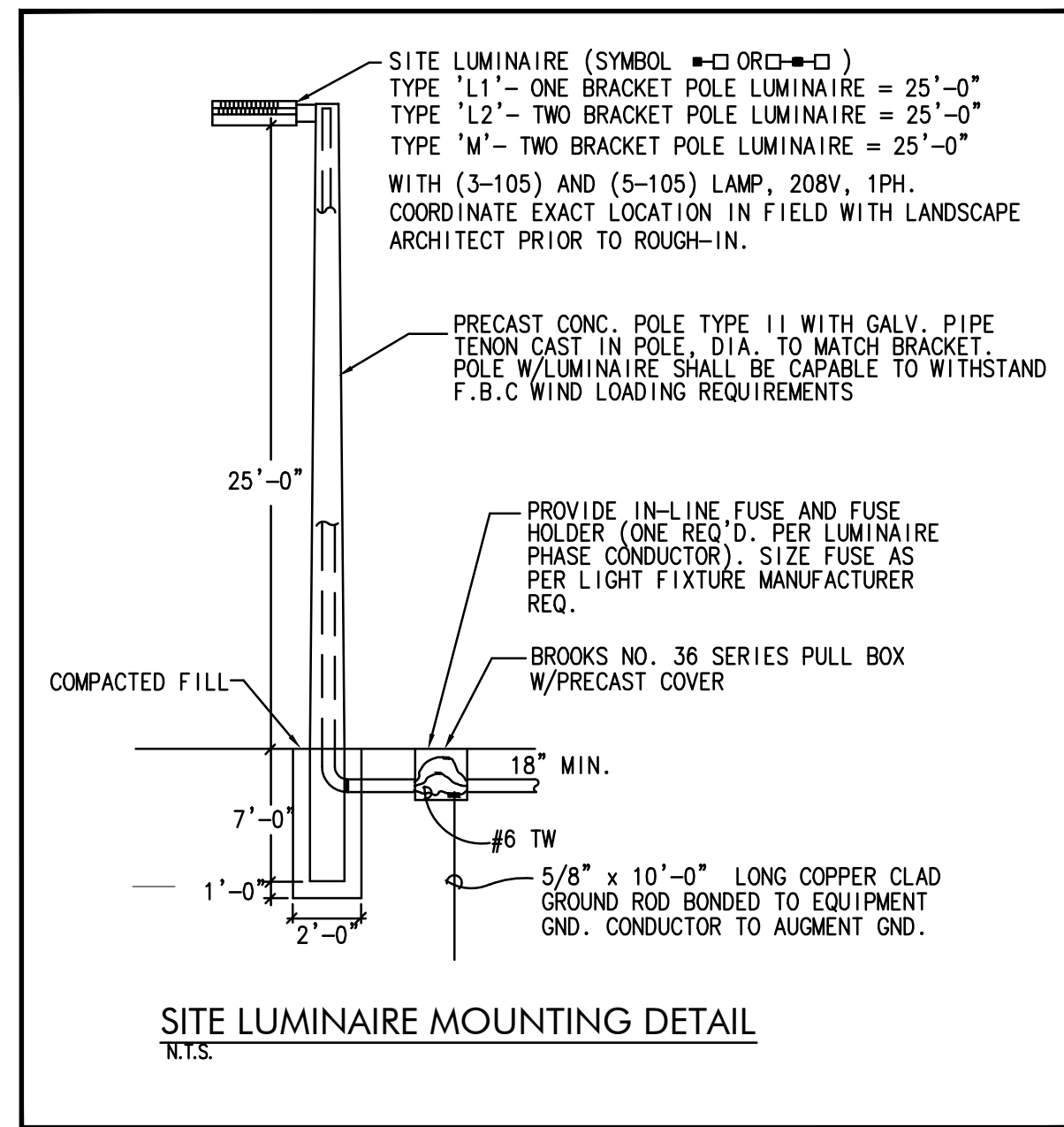
410 Angela Street
Key West, Florida 33040
Telephone (305) 296-1347
Facsimile (305) 296-2727
Florida License AAC002022

Bender & Associates
ARCHITECTS
p.c.

Project No: 1310
LIFE SAFETY PLAN
Date: 6/30/14

A13.3





GRINNELL STREET

JAMES STREET

SCALE: 3/32"=1'-0"
PROJECT NORTH

HN & GS ENGINEERS
 HUFSEY • NICOLAIDES • GARCIA • SUAREZ
 CONSULTING ENGINEERS HNGS # 13-0027
 4800 SOUTH WEST 74 COURT
 MIAMI, FLORIDA 33166 (305) 270-9935 Fax (305) 666-5891
 ENRIQUE J. SUAREZ, P.E. (MECHANICAL) FL REG. #0015794
 CARLOS GARCIA, P.E. (ELECTRICAL) FL REG. #0014104

KEYS ENERGY SERVICES
 1001 JAMES STREET
 Key West, Florida 33040

410 Angela Street
 Key West, Florida 33040
 Telephone (305) 296-1347
 Facsimile (305) 296-2727
 Florida License AAC002022

Bender & Associates
ARCHITECTS
 p.a.

Project N # 1310
 SITE LIGHTING PLAN
 Date: 6/30/14

E-O

1
E-O

LUMINAIRE LOCATIONS										
No.	Label	X	Location Y	Z	MH	Orientation	Tilt	X	Aim Y	Z
1	S1	576.2	-887.8	25.0	25.0	0.0	0.0	576.2	-886.6	0.0
2	S1	671.8	-887.8	25.0	25.0	0.0	0.0	671.8	-886.6	0.0
3	S1	676.4	-946.3	25.0	25.0	90.0	0.0	677.6	-946.3	0.0
4	S1	624.8	-993.1	25.0	25.0	0.0	0.0	624.8	-991.9	0.0
5	S1	576.2	-823.2	25.0	25.0	180.0	0.0	576.2	-824.5	0.0
6	S1	671.8	-823.2	25.0	25.0	180.0	0.0	671.8	-824.5	0.0

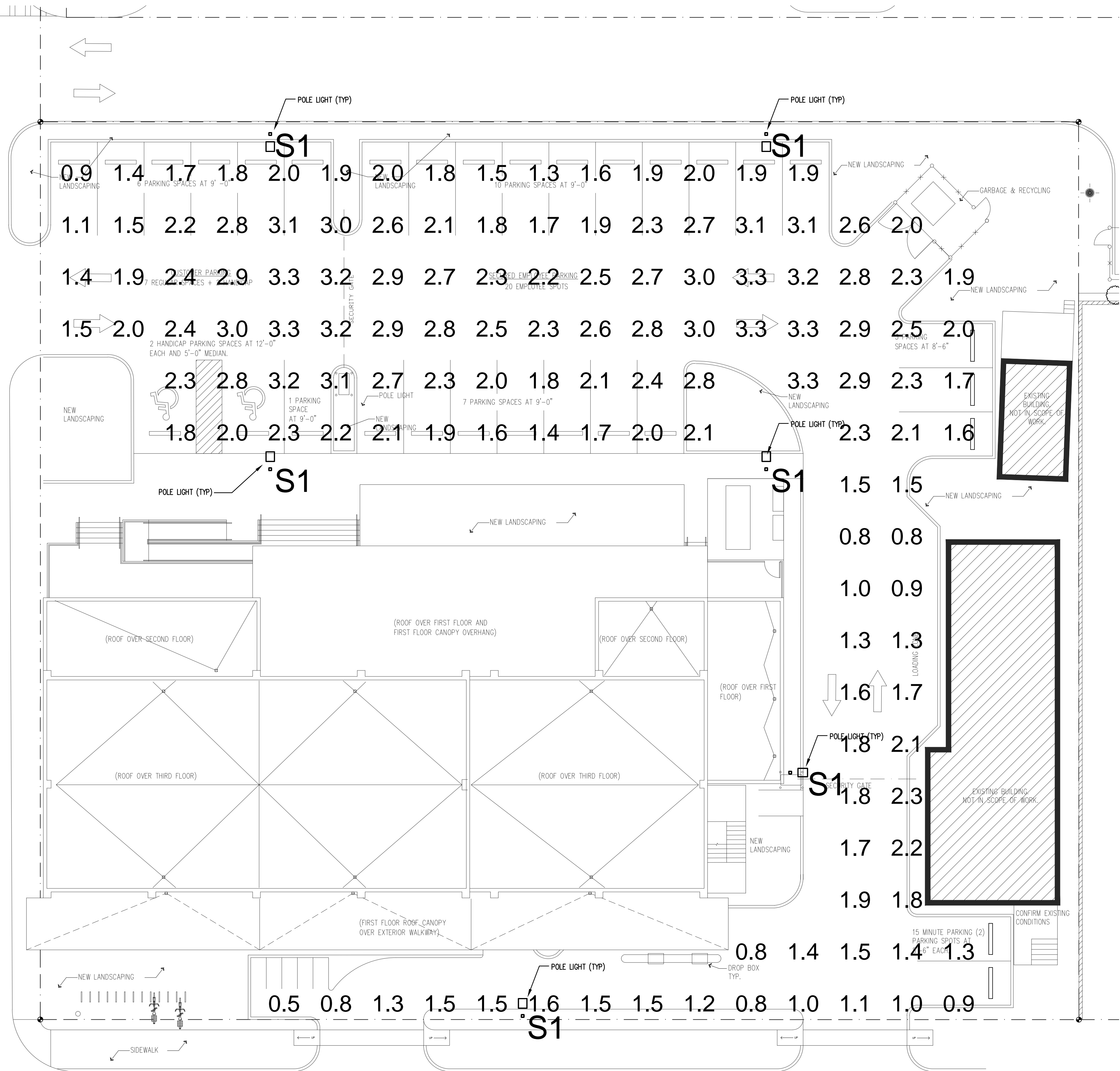
LUMINAIRE SCHEDULE										
Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts	
□	S1	6	LITHONIA DSX1 LED 60C 700 40K T2M MVOLT HS MOUNTED 25' AFG ON CONCRETE POLE	DSX1 LED WITH (2) 30 LED LIGHT ENGINES, TYPE T2M OPTIC, 4000K, @ 700mA WITH HOUSE SIDE SHIELD	LED	DSX1_LED_60 C_700_40K_T2 M_MVOLT_HS ies	Absolute	0.85	131	

STATISTICS					
Description	Symbol	Avg	Max	Min	Max/Min
PLANE OF CALC (Z=0')	+	2.1 fc	3.3 fc	0.5 fc	6.6:1

NOTES

- CALCULATIONS HAVE BEEN PERFORMED ACCORDING TO IES STANDARDS AND PRACTICE. SOME DIFFERENCES BETWEEN MEASURED VALUES AND CALCULATED RESULTS MAY OCCUR DUE TO TOLERANCES IN CALCULATION METHODS, TESTING PROCEDURES, COMPONENT PERFORMANCES, MEASURED CONDITIONS SUCH AS TECHNICAL AND FIELD VOLTAGES AND TEMPERATURE VARIATIONS. INPUT DATA SUCH AS ROOM DIMENSIONS, REFLECTANCES, FURNITURE, LIGHT LOSS FACTOR, FURNITURE, ARCHITECTURAL ELEMENTS AND FOLIAGE SIGNIFICANTLY AFFECT THE LIGHTING CALCULATIONS. IF THE REAL ENVIRONMENT DO NOT MATCH INPUT DATA DIFFERENCES WILL OCCUR BETWEEN MEASURED AND CALCULATED VALUES.
- CONCRETE POLES ARE TO BE 34' OVERALL LENGTH AND 25' ABOVE GROUND OR AS INDICATED BY BORING TEST RESULTS - SUPPLIED BY OTHERS.
- WIND LOAD CALCULATIONS, TO MEET SOUTH FLORIDA WIND LOAD REQUIREMENTS, MUST BE PREPARED AND SUBMITTED AS PART OF THE SUBMITTAL PROCESS. SAID CALCULATIONS MUST BE SIGNED AND SEALED BY FLORIDA REGISTERED ENGINEER.
- POINT-BY-POINT CALCULATIONS PROGRAM USED - VISUAL SERIAL # 5101 5260 4589 0193, VERSION 2.06.0211

GRINNELL STREET



JAMES STREET

SCALE: 3/32"=1'-0"



HNGS ENGINEERS
 HUFSEY • NICOLAIDES • GARCIA • SUAREZ
 CONSULTING ENGINEERS HNGS # 13-0027
 4800 SOUTH WEST 74 COURT
 MIAMI, FLORIDA 33166 (305) 270-9935 Fax (305) 666-5891
 ENRIQUE J. SUAREZ, P.E. (MECHANICAL) FL REG. #0015794
 CARLOS GARCIA, P.E. (ELECTRICAL) FL REG. #0014104

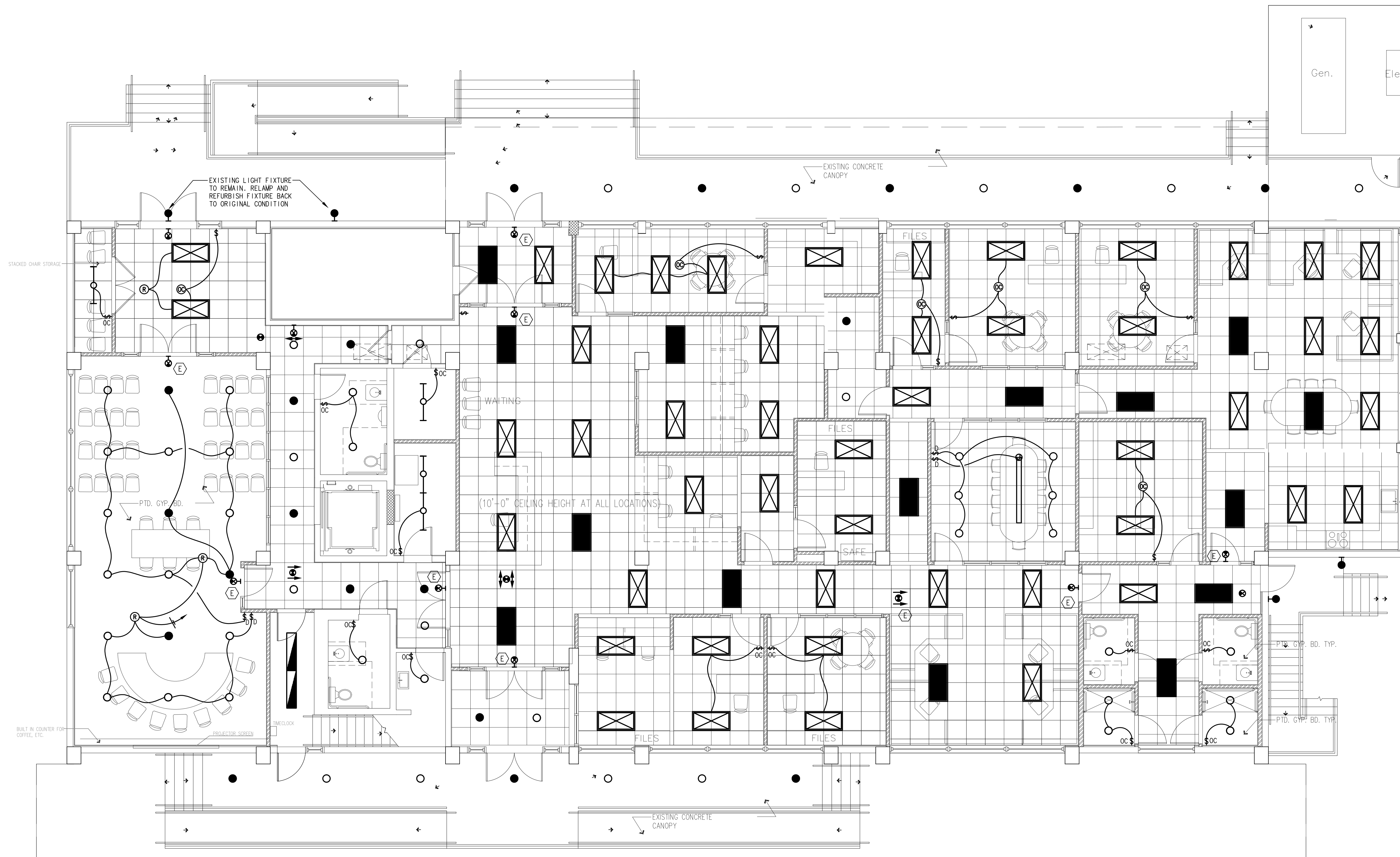
KEYS ENERGY SERVICES
 1001 JAMES STREET
 Key West, Florida 33040

410 Angela Street
 Key West, Florida 33040
 Telephone (305) 296-1347
 Facsimile (305) 296-2727
 Florida License AAC002022

Bender & Associates
ARCHITECTS
 p.a.

Project N # 1310
 SITE LIGHTING
 PHOTOMETRIC PLAN
 Date: 6/30/14

E-OP



1 FIRST LIGHTING FLOOR PLAN
 SCALE: 3/16"=1'-0"



KEYS ENERGY SERVICES
 1001 JAMES STREET
 Key West, Florida 33040

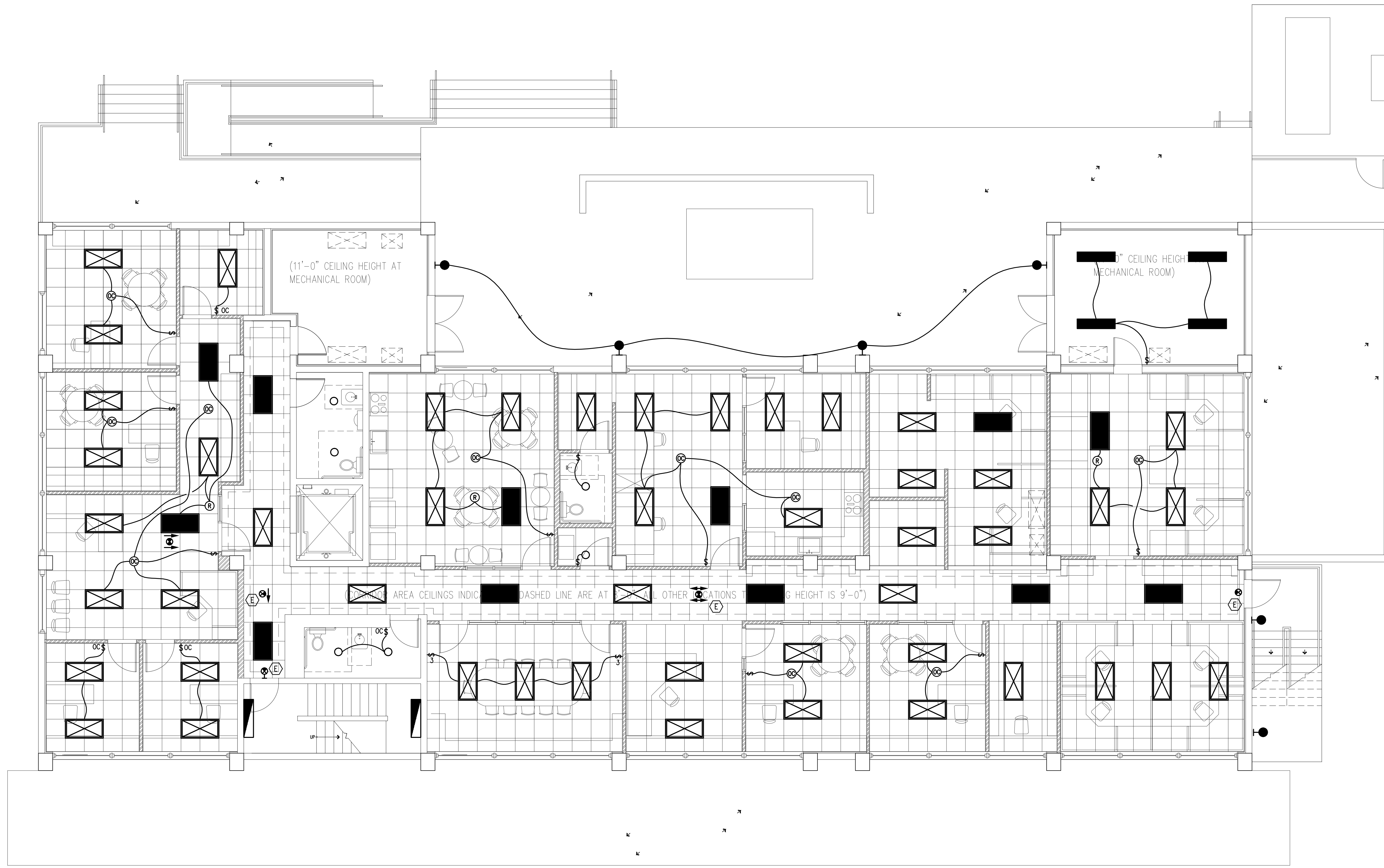


410 Angela Street
 Key West, Florida 33040
 Telephone (305) 296-1347
 Facsimile (305) 296-2727
 Florida License AAC002022

Bender & Associates
ARCHITECTS
 p.a.

Project N # 1310
 FIRST FLOOR LIGHTING PLAN
 Date: 6/30/14

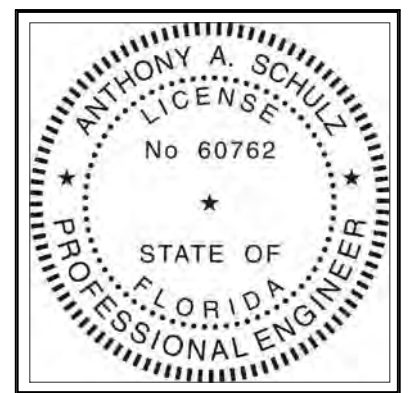
E-1



1 SECOND FLOOR LIGHTING PLAN
 SCALE: 3/16"=1'-0"



KEYS ENERGY SERVICES
 1001 JAMES STREET
 Key West, Florida 33040

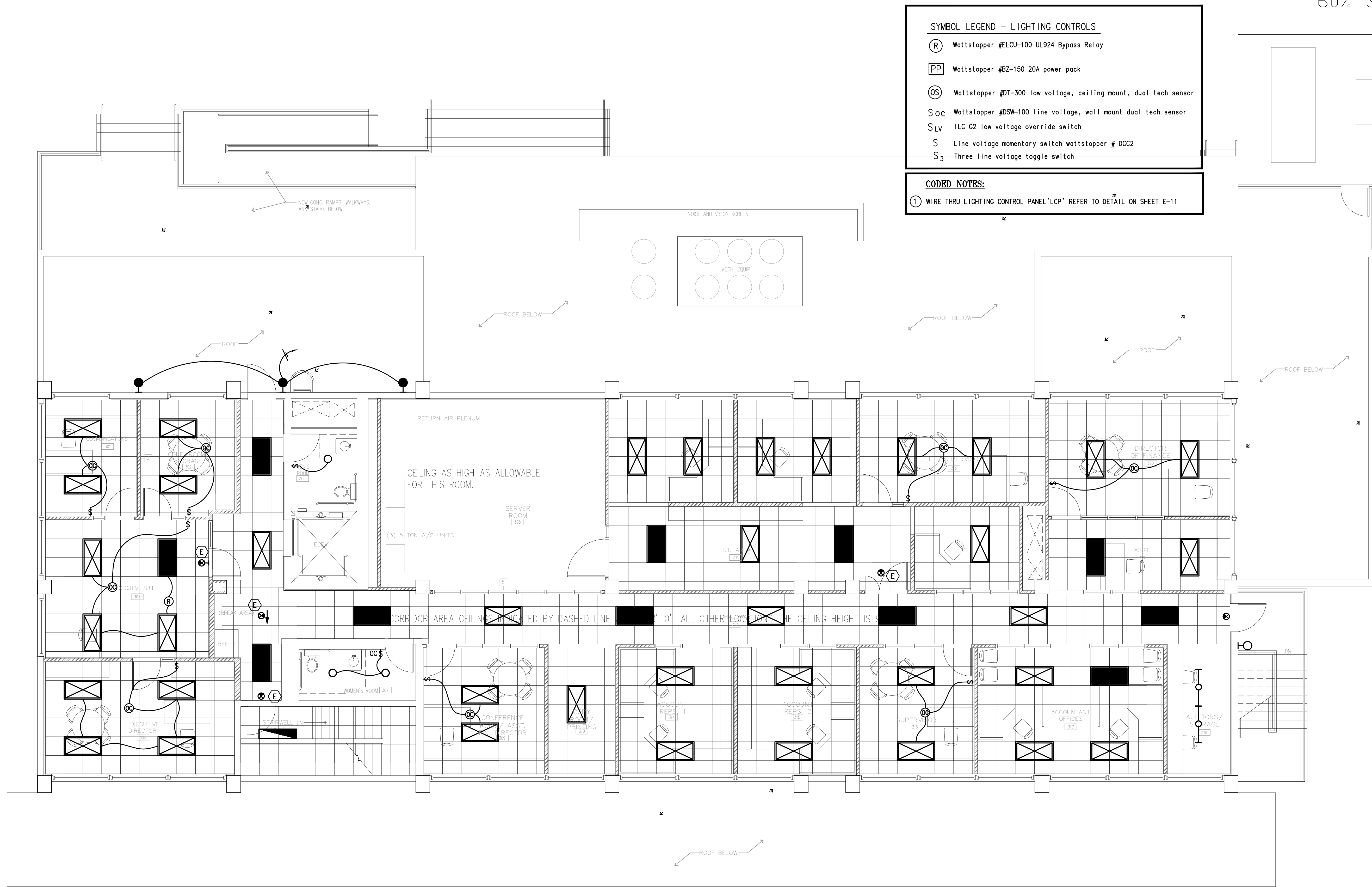


410 Angela Street
 Key West, Florida 33040
 Telephone (305) 296-1347
 Facsimile (305) 296-2727
 Florida License AAC002022

Bender & Associates
ARCHITECTS
 p.a.

Project N # 1310
 SECOND FLOOR LIGHTING PLAN
 Date: 6/30/14

E-2



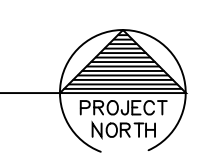
SYMBOL LEGEND - LIGHTING CONTROLS

- (R) Wattstopper #ELCU-100 UL924 Bypass Relay
- (PP) Wattstopper #BZ-150 20A power pack
- (OS) Wattstopper #DT-300 low voltage, ceiling mount, dual tech sensor
- Soc Wattstopper #DSW-100 line voltage, wall mount dual tech sensor
- SLV ILC G2 low voltage override switch
- S Line voltage momentary switch wattstopper # DCC2
- S₃ Three line voltage toggle switch

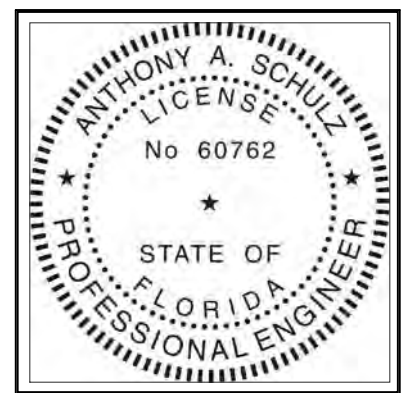
CODED NOTES:

① WIRE THRU LIGHTING CONTROL PANEL 'LCP' REFER TO DETAIL ON SHEET E-11

1 THIRD FLOOR LIGHTING PLAN
SCALE: 3/16"=1'-0"



KEYS ENERGY SERVICES
1001 JAMES STREET
Key West, Florida 33040



410 Angela Street
Key West, Florida 33040
Telephone (305) 296-1347
Facsimile (305) 296-2727
Florida License AAC002022

Bender & Associates
ARCHITECTS
p.a.

Project N # 1310
THIRD FLOOR LIGHTING PLAN
Date: 6/30/14

E-3

HN & GS
ENGINEERS

HUFSEY • NICOLAIDES • GARCIA • SUAREZ
CONSULTING ENGINEERS HNGS # 13-0027
4800 SOUTH WEST 74 COURT
MIAMI, FLORIDA 33166 (305) 270-9935 Fax (305) 666-5891
ENRIQUE J. SUAREZ, P.E. (MECHANICAL) FL REG. #0015794
CARLOS GARCIA, P.E. (ELECTRICAL) FL REG. #0014104

Site Photos







Report a problem



LUNN WENY
RESTAURANT
AND BAR/GRILL

1001 JAMES ST.







DRC Minutes/Comments

June 5, 2014 Minutes of the Development Review Committee

13. Major Development Plan, Conditional Use & Landscape Waiver - 1001 James Street (RE # 00001700-000000; AK # 1001767) - A request for major development plan, conditional use and landscape waiver approvals for the renovation of property located within the Historic Residential Commercial Core (HRCC-2) zoning district pursuant to Section 108-91.A.2. (b) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

Planner Brendon Cunningham gave members an overview of the Major Development Plan, Conditional Use & Landscape Waiver.

The applicant, Donna Bosold and Lynn Tejada, gave members an overview of the request.

DRC MEMBER COMMENTS:

ART IN PUBLIC PLACES:

Mr. Moody asked the applicant the cost of the renovation. He stated this would fall in the coordinates of the AIPP.

URBAN FORESTRY MANAGER:

Ms. DeMaria requested the Applicant to provide an existing tree survey for the immediate area that will be impacted by the project. The project will have to be reviewed by the Tree Commission twice (Conceptual Landscape Approval with Tree Removal prior to the Planning Board meeting then a Final Landscape Plan Approval with Tree Removal prior to City Commission approval). She had no preliminary objections to Variance requests based on submitted proposed Landscape Plan.

HARC PLANNER:

Ms. Torregrosa disclosed she met with the owners and the applicant of the project. The Plans that are loaded onto the web agenda are not the correct plans.

PLANNING DIRECTOR:

City Planner Craig asked KEYS ENERGY to develop justification for the number of spaces asked for in the plan and Don's comment is there over parking.

ENGINEERING:

Ms. Ignaffo focused on the parking plan mentioning the parking space for ADA needs to be accessible and the employee parking spaces do not show an ADA space. Site Plan shows two ADA accessible spaces in customer parking area. Please revise plan to make one of the ADA accessible spaces Van Accessible. No ADA accessible spaces are provided for employee parking. Please revise plan to create ADA accessible space in the employee parking section Please provide a lighting plan for the parking areas, including scooter and bicycle rack areas. Please make provisions on the Drainage Plan to connection the roof drains to stormwater management system.

FIRE DEPARTMENT:

Mr. Barroso advised he was pleased to see a life safety plan included in the Major Development Plan, Conditional Use & Landscape Waiver application. Mr. Barroso commented the Fire Marshal

June 5, 2014 Minutes of the Development Review Committee

will need a meeting with Architect/Engineer to review project and requested a complete full size life safety plan prior to said meeting.

KEYS ENERGY:

No objection.

- 14. Major Development Plan, Conditional Use & Landscape Waiver - 1213 14th Street (RE # 00065030-000000; AK # 1065552) -** A request for major development plan, conditional use and landscape waiver approvals for the construction of temporary offices for a public utility on property located within the Medium Density Residential (MDR) Zoning District pursuant to Section 108-91.B.2. (b) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

Planner Brendon Cunningham gave members an overview of the Major Development Plan, Conditional Use & Landscape Waiver.

The applicant, Donna Bosold, gave members an overview of the request.

DRC MEMBER COMMENTS:

ART IN PUBLIC PLACES:

No comment.

URBAN FORESTRY MANAGER:

Ms. DeMaria requested the Applicant to provide an existing tree survey for the property. The project will have to be reviewed by the Tree Commission twice (Conceptual Landscape Approval with Tree Removal prior to the Planning Board meeting then a Final Landscape Plan Approval with Tree Removal prior to City Commission approval).

HARC PLANNER:

No comment.

PLANNING DIRECTOR:

Thanked the applicant for putting landscaping in even though it's temporary. Don's interpretation of Code is exempt from the AIPP calculation. Recommended coming to the office and see Scott Fraser, Fema to understand and get direction on clarifying the applicant is exempt from base Flood.

ENGINEERING:

Ms. Ignaffo mentioned configuration with parking width dimensions need to be clarified, bicycle racks are not clearly marked on the plan. No parking on gravel, Code requires asphalt. Concern with Trash and Recycling containers and the access for WM. Site Plan shows three ADA accessible spaces. Ms. Ignaffo requested a revise plan to make one of the ADA accessible spaces Van Accessible and to revise the site plan to show sidewalk accessible route from the 14th Street sidewalk to the accessible ramp. Route shall be located so that pedestrians are not compelled to travel behind parked vehicles.

Other Information



THE CITY OF KEY WEST
Tree Commission
Post Office Box 1409 Key West, FL 33041-1409
Telephone: 305-809-3764

July 9, 2014

Haven Burkee
Bender & Associates
410 Angela Street
Key West, FL 33040

Dear Mr. Burkee;

The City of Key West Tree Commission recently considered your permit application regarding property located at 1001 James Street, owned by Keys Energy Services at their regularly scheduled meeting on July 8, 2014.

The request of the permit application was for Conceptual Approval of the Landscape with Tree Removal for the above mentioned property. The Tree Commission approved the conceptual landscape plan submitted with the application and presented to the Commission with the understanding that a review of the plan be made to include additional canopy trees in the parking area and that there be continued discussions with the Urban Forestry Manager regarding the possible transplanting and rescuing of some of the vegetation.

If you have any questions please call the office at (305) 809-3768.

Sincerely,

Karen DeMaria
Urban Forestry Program Manager
City of Key West
3140 Flagler Avenue
Key West, FL 33040
Office: 305/809-3768
Fax: 305/809-3978

**Property Appraiser
Record Card**



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

Property Record Card -

Maps are now launching the new map application version.

Alternate Key: **1001767** Parcel ID: **00001700-000000**

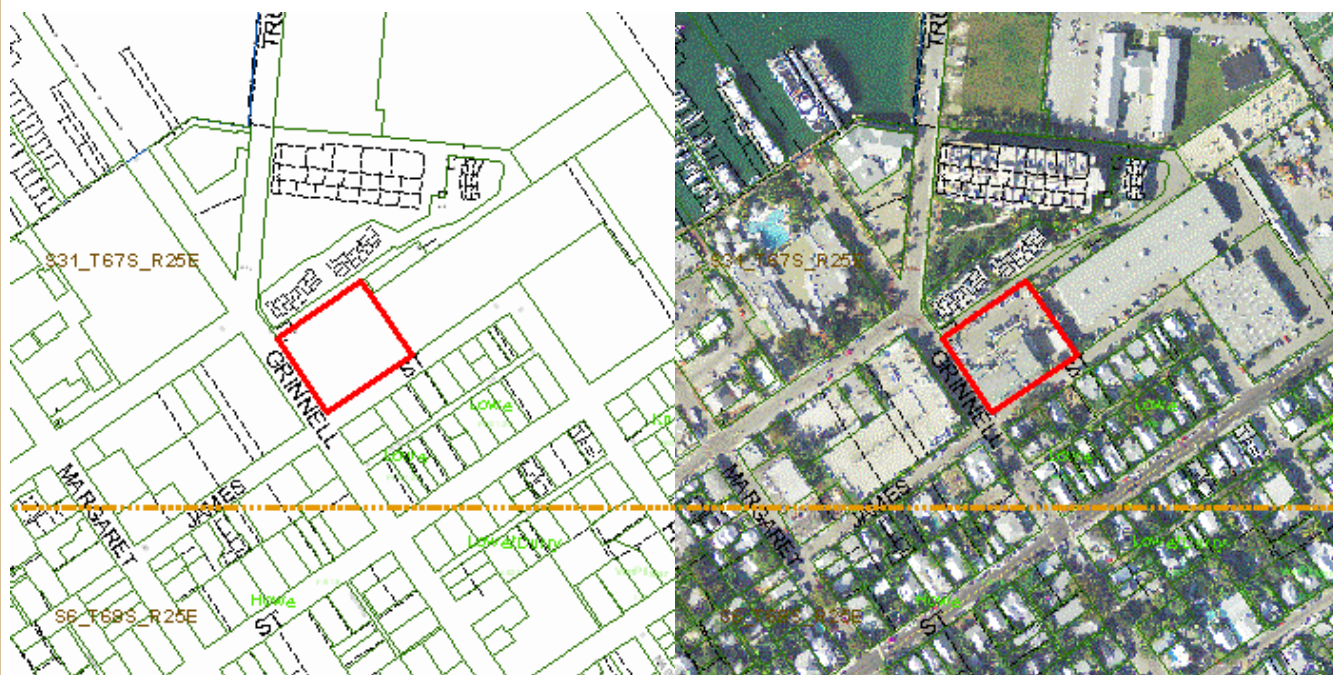
Ownership Details

Mailing Address:
 THE UTILITY BOARD OF THE CITY OF KEY WEST
 1001 JAMES ST
 KEY WEST, FL 33040-6935

Property Details

PC Code: 91 - UTILITIES,WATER TANKS
Millage Group: 12KW
Affordable Housing: No
Section-Township-Range: 31-67-25
Property Location: 1001 JAMES ST KEY WEST
Legal Description: KW PT LOT 2 SQR 19 JAMES AND GRINNELL ST OR80-477/479 OR1428-1157/75F/J OR2571-2253/75 OR2592-2258/80

[Click Map Image to open interactive viewer](#)



Exemptions

Exemption	Amount

15 - MUNICIPAL LANDS

5,913,147.00

Land Details

Land Use Code	Frontage	Depth	Land Area
100E - COMMERCIAL EXEMPT			34,600.00 SF

Building Summary

Number of Buildings: 1
Number of Commercial Buildings: 1
Total Living Area: 21656
Year Built: 1954

Building 1 Details

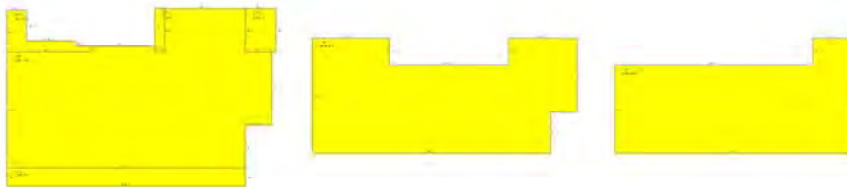
Building Type	Condition A	Quality Grade 500
Effective Age 19	Perimeter 1,238	Depreciation % 23
Year Built 1954	Special Arch 0	Grnd Floor Area 21,656
Functional Obs 0	Economic Obs 0	

Inclusions:

Roof Type	Roof Cover	Foundation
Heat 1	Heat 2	Bedrooms 0
Heat Src 1	Heat Src 2	

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	27	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area

1	FLA	1	1953	8,874
2	OPX	1	1953	1,260
3	OPU	1	1953	390
4	OPU	1	1953	110
5	OPU	1	1953	352
6	FLA	1	1953	6,944
7	FLA	1	1953	5,838

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	660	ELEC/TELEPHONE ETC B	100	Y	Y
	661	ELEC/TELEPHONE ETC B	100	Y	Y
	662	ELEC/TELEPHONE ETC B	100	Y	Y

Exterior Wall:

Interior Finish Nbr	Type	Area %
214	C.B.S.	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	FN2:FENCES	280 SF	0	0	1995	1996	4	30
2	AP2:ASPHALT PAVING	29,638 SF	0	0	1953	1954	2	25
3	CL2:CH LINK FENCE	2,352 SF	392	6	2009	2010	3	30
4	PT3:PATIO	113 SF	0	0	2001	2002	2	50

Appraiser Notes

TPP 8551193

FOR THE 2007 TAX ROLL THIS PARCEL HAS DECREASED IN SIZE DUE TO A PORTION OF THIS LAND GOING TO LEASED LANDS FOR THE STEAMPLANT CONDO PROJECT

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes	
08-1942	07/22/2008	07/01/2009	23,500	Commercial	ALUMINUM FENCE 392 LF	
13-0315	01/25/2013	12/11/2013	1,000	Commercial	CONSTRUCT 22' OF 2x4 PARTITION WALL INSIDE FERRY TERMINAL. 1/2" DRYWALL	
1	B16806	04/01/1990	12/01/1994	150,000	Commercial	REMODELING
2	B920036	01/01/1992	12/01/1994	21,000	Commercial	ROOFING
3	96-3426	08/01/1996	12/01/1996	1,900	Commercial	REPAIRS
4	9703061	09/01/1997	12/01/1997	4,200	Commercial	AWNINGS
5	9701012	04/01/1997	12/01/1997	11,000	Commercial	ELECTRIC
6	9801888	06/22/1998	11/09/1998	81,000	Commercial	DEMO CONCRETE STRUCT
7	9803514	11/15/1998	12/31/1999	138,000	Commercial	SUBSTATION FOUNDATION
8	9900042	01/07/1999	12/31/1999	53,000	Commercial	CHANGEOUT AC
9	9902111	07/01/1999	12/31/1999	10,000	Commercial	CONCRETE GENERATOR PAD
10	0002876	09/14/2000	11/15/2000	39,000	Commercial	REPLACE AIR HANDLER

11	0103409	10/17/2001	12/04/2001	108,980	Commercial	58 SQS BUILTUP/15 SQS V-C
12	01/3409	12/06/2001	10/29/2002	176,000	Commercial	REPAIRS
13	02/0461	02/28/2002	10/29/2002	23,500	Commercial	REPAIR SPALLING
14	02/0792	10/02/2002	10/30/2002	1,500	Commercial	SEAL PARKING AREA
15	03-1873	06/02/2003	12/04/2003	2,981	Commercial	TILE WALKWAY
16	04-1743	05/27/2004	12/15/2004	1,700	Commercial	REPLACE LAV,&TOILET
17	05-2803	07/06/2005	11/14/2005	20,000	Commercial	ROOF REPLACEMENT 8SQS
18	05-3408	08/11/2005	11/14/2005	2,200	Commercial	INSTALL ELECTRIC FOR A 100AMP SUBFEED FOR ELECTRIC CARS

Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2013	3,240,539	26,361	2,642,748	5,909,648	5,909,648	5,909,648	0
2012	3,240,539	26,485	2,642,748	5,909,772	5,909,772	5,909,772	0
2011	3,408,879	26,583	2,642,748	6,078,210	6,062,716	6,078,210	0
2010	3,408,879	26,681	2,076,000	5,511,560	5,511,560	5,511,560	0
2009	3,577,219	26,805	2,595,000	6,199,024	6,199,024	6,199,024	0
2008	3,577,219	26,904	2,595,000	6,199,123	6,199,123	6,199,123	0
2007	2,391,606	26,974	2,595,000	5,013,580	5,013,580	5,013,580	0
2006	2,447,879	27,098	3,406,500	5,881,477	5,881,477	5,881,477	0
2005	2,290,250	27,196	3,406,500	5,723,946	5,723,946	5,723,946	0
2004	2,316,564	27,294	3,406,500	5,750,358	5,750,358	5,750,358	0
2003	2,301,173	27,418	870,550	3,199,141	3,199,141	3,199,141	0
2002	2,301,173	27,516	870,550	3,199,239	3,199,239	3,199,239	0
2001	2,353,473	2,208	870,550	3,226,231	3,226,231	3,226,231	0
2000	2,357,045	487	794,850	3,152,382	3,152,382	3,152,382	0
1999	1,303,462	504	794,850	2,098,816	2,098,816	2,098,816	0
1998	870,734	521	794,850	1,666,105	1,666,105	1,666,105	0
1997	870,734	543	719,150	1,590,427	1,590,427	1,590,427	0
1996	686,033	0	719,150	1,405,183	1,405,183	1,405,183	0
1995	686,033	0	719,150	1,405,183	1,405,183	1,405,183	0
1994	605,603	0	719,150	1,324,753	1,324,753	1,324,753	0
1993	605,603	0	719,150	1,324,753	1,324,753	1,324,753	0
1992	605,603	0	719,150	1,324,753	1,324,753	1,324,753	0
1991	605,603	0	719,150	1,324,753	1,324,753	1,324,753	0
1990	512,433	0	605,600	1,118,033	1,118,033	1,118,033	0
1989	512,433	0	605,600	1,118,033	1,118,033	1,118,033	0
1988	405,943	0	529,900	935,843	935,843	935,843	0
1987	399,525	0	271,858	671,383	671,383	671,383	0
1986	400,564	0	271,858	672,422	672,422	672,422	0
1985	392,966	0	102,980	495,946	495,946	495,946	0
1984	385,479	0	102,980	488,459	488,459	488,459	0
1983	385,479	0	102,980	488,459	488,459	488,459	0
1982	367,344	0	102,980	470,324	470,324	470,324	0

Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
9/26/2012	2592 / 2258	100	QC	11
4/25/2012	2571 / 2253	100	QC	11

This page has been visited 73,607 times.

Monroe County Monroe County Property Appraiser
Scott P. Russell, CFA
P.O. Box 1176 Key West, FL 33041-1176

Public Notice

1001 James Street 300 radius

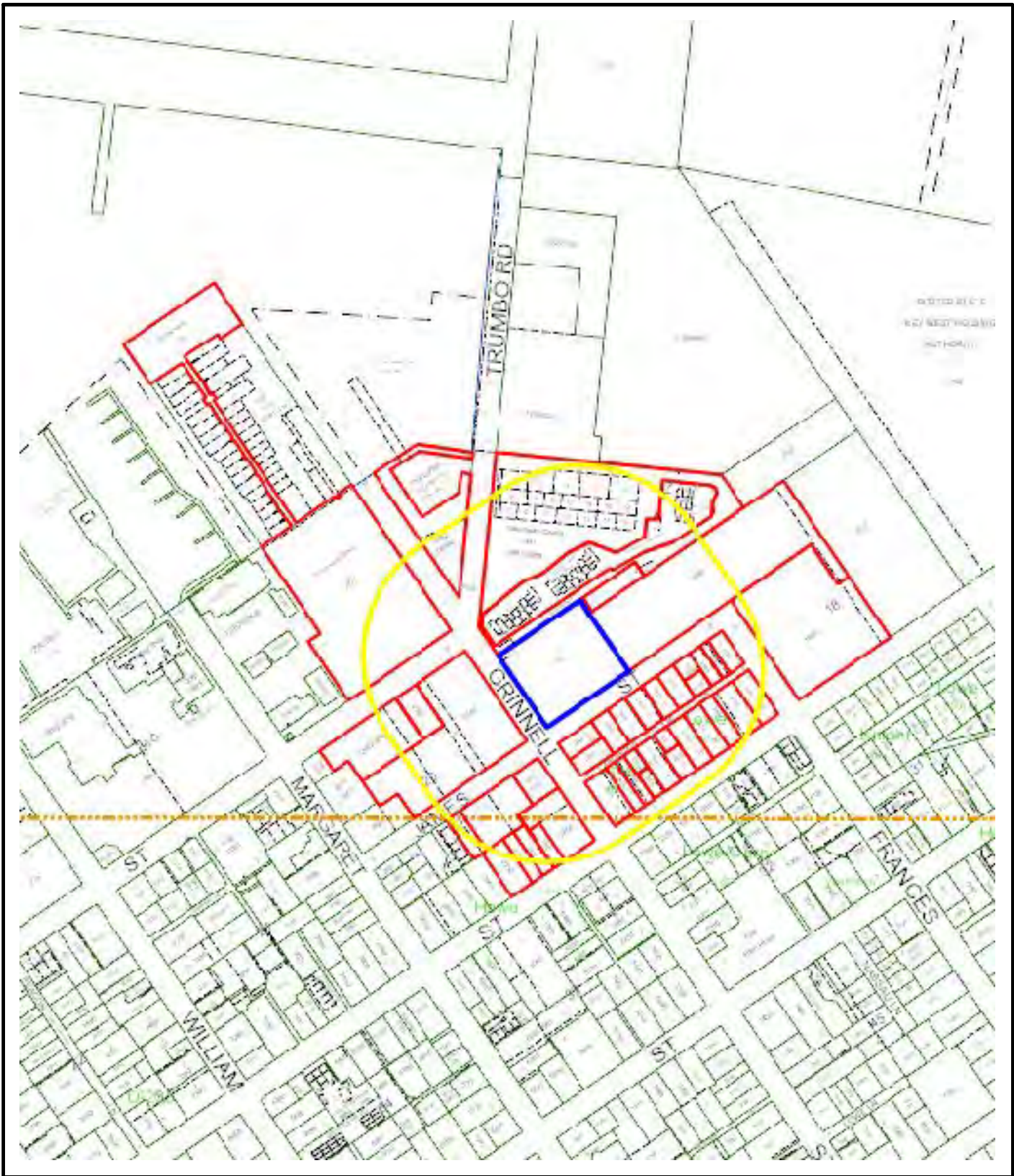
Owner Name	Address1	Address2	City	State	Zip
1011 EATON LLC		2432 FLAGLER AVE	KEY WEST	FL	33040-3844
ALSOBROOKS MELISSA K		305 GRINNELL ST APT 101C	KEY WEST	FL	33040-6933
BARILLAS DAVID H		303 GRINNELL ST APT 301B	KEY WEST	FL	33040-6959
BARROSO JULIO J		301 GRINNELL ST APT 404	KEY WEST	FL	33040-6917
BELL DAVID T		305 GRINNELL ST APT 201C	KEY WEST	FL	33040-6933
BELL JAMES A AND MARY F REVOCABLE TRUST 9/18/2013		PO BOX 530	KEY WEST	FL	33041-0530
BRAGHERI ADELE		303 GRINNELL ST APT 401B	KEY WEST	FL	33040-6959
BRAHAM HEATHER		303 GRINNELL ST APT 404B	KEY WEST	FL	33040-6959
BREATHING SPACE LLC		3939 HOUMA BLVD STE 6	METAIRIE	LA	70006-2901
BROWN JULIE N		301 GRINNELL ST APT 304	KEY WEST	FL	33040-6917
CALLAHAN DEVIN		713 3RD ST	SEATON	IL	61476-9743
CAMP LAURA LEA		305 GRINNELL ST APT 202C	KEY WEST	FL	33040-6933
CARRICO CHRISTOPHER L		303 GRINNELL ST APT 304B	KEY WEST	FL	33040-6959
CLARK CHRISTOPHER M AND FRANCES W		1726 STONE BRIDGE CT	MARIETTA	GA	30064-4765
CLARK J KAREN		PO BOX 6374	EVANSTON	IL	60204-6374
CLEMENTS THOMAS III TRUST NUMBER ONE AMD6/5/2014		1025 FLEMING ST	KEY WEST	FL	33040-6962
CONCH HARBOR RETAIL CENTER LLC	C/O HUNT CRAIG	951 CAROLINE ST	KEY WEST	FL	33040-6636
COUGHLIN EMILIA C		301 GRINNELL ST APT 403A	KEY WEST	FL	33040-6917
COX PAULA		303 GRINNELL ST APT 305B	KEY WEST	FL	33040-6959
CURRY GAY M		303 GRINNELL ST APT 203B	KEY WEST	FL	33040-6959
DAMICO EUGENE M III		1702 N PARK DR APT 76	WILMINGTON	DE	19806-2176
DEEGAN KEVIN G		303 GRINNELL ST APT 402B	KEY WEST	FL	33040-6959
DEFORD B FRANK AND CAROL P		23 W 73RD ST PH 4	NEW YORK	NY	10023-3104
DENNY ANDREA P		301 GRINNELL ST APT 401A	KEY WEST	FL	33040-6917
DILLON JOHN R III AND JEAN H		1507 19TH ST	KEY WEST	FL	33040
DIXON JAMES E		1022 JAMES ST	KEY WEST	FL	33040-6936
DOUCHETTE PAUL H		305 GRINNELL ST APT 103	KEY WEST	FL	33040-6933
FALCONER MARY A		303 GRINNELL ST APT 205B	KEY WEST	FL	33040-6959
FELSHER ALLYSON M		301 GRINNELL ST APT 204	KEY WEST	FL	33040-6917
FICK CLIFFORD		415 JULIA ST	KEY WEST	FL	33040-3150
FISK CAROL BUCKLEY REVOCABLE TRUST 3/5/2003		281 TRUMBO RD APT 301	KEY WEST	FL	33040-8614
FORSTER MICHAEL AND SIBYLLE		303 GRINNELL ST APT 403B	KEY WEST	FL	33040-6959
GAMMELL LOU W		301 GRINNELL ST APT 301	KEY WEST	FL	33040-6917
GANEM JOSEPH E AND MIRIAM ELAINE		281 TRUMBO RD APT 305	KEY WEST	FL	33040-8614
GINSBERG GERALD S AND ROBERTA A		1012 JAMES ST	KEY WEST	FL	33040-6936
GLADDING PATRICIA ANN		305 GRINNELL ST APT 301	KEY WEST	FL	33040-6933
GOLDMAN JOHN GABRIEL FLORIDA LIVING TRUST 4/28/14		281 TRUMBO RD APT 304	KEY WEST	FL	33040-8614
GOTHIER ROBERT VINCENT JR AND BONNY LYNNE		415 FALLOWFIELD RD STE 301	CAMP HILL	PA	17011-4907

1001 James Street 300 radius

Owner Name	Address1	Address2	City	State	Zip
HANKS LIVING TRUST 6/30/2010		6565 RIVER POINT DR	FLEMING ISLAND	FL	32003-8701
HARDEN MARC A		3832 EAGLE AVE	KEY WEST	FL	33040-4527
HARDNER JOHN G		1005 EATON ST	KEY WEST	FL	33040-6924
HARPER THOMASINE S		1026 JAMES ST	KEY WEST	FL	33040-6936
HICKS THOMAS H AND KATHLEEN R		3318 PROVIDENCE PLANTATION LN	CHARLOTTE	NC	28270-3719
HUMPHREY WILLIAM F		4857 VINCENT AVE S	MINNEAPOLIS	MN	55410-1845
HYMAN BERNARD AND BARBARA		1016 JAMES ST	KEY WEST	FL	33040-6936
INGRAM MICHAEL		281 TRUMBO RD APT 303	KEY WEST	FL	33040-8614
IRIZARRY JUDI LYNN		301 GRINNELL ST APT 203	KEY WEST	FL	33040-6917
JONES JOHN H AND RUTH ROSE		1024 JAMES ST	KEY WEST	FL	33040-6936
KINGSBURY GLENN M		2140 WOODLAND AVE	HAMMONTON	NJ	08037-3731
KOCH MARGOT		301 GRINNELL ST APT 201	KEY WEST	FL	33040-6917
MAKRIS MARGARET L REV TR		11204 OAK LEAF DR	SILVER SPRING	MD	20901-1313
MANLEY-DEBOER LUMBER COMPANY LTD PARTN		1109 EATON ST	KEY WEST	FL	33040-6926
MELLOR LYNN B		303 GRINNELL ST APT 302B	KEY WEST	FL	33040-6959
MERLINN INN INC		811 SIMONTON ST	KEY WEST	FL	33040-7445
MILLER WADE B		305 GRINNELL ST APT 302	KEY WEST	FL	33040-6933
MILLER WAYNE H		303 GRINNELL ST APT 204B	KEY WEST	FL	33040-6959
MORRIS DONAL SR		916 JAMES ST	KEY WEST	FL	33040-6934
MUCCINO JANET M		PO BOX 4386	KEY WEST	FL	33041-4386
MULQUEEN DENNIS		23925 FARMINGTON RD	FARMINGTON	MI	48336-2323
NELSON AARON B		303 GRINNELL ST APT 202B	KEY WEST	FL	33040-6959
NEWTON THOMAS K		PO BOX 1329	KEY WEST	FL	33041-1329
NEWTON TOM		PO BOX 1329	KEY WEST	FL	33041-1329
OHARA JESSICA		301 GRINNELL ST APT 305A	KEY WEST	FL	33040-6917
PAGE CYNTHIA L		301 GRINNELL ST APT 302	KEY WEST	FL	33040-6917
PALISADES HIGHPOINT LLC		1138 LAS PULGAS RD	PACIFIC PALISADES	CA	90272-2445
PENSCO TRUST COMPANY FBO DREW MACKENZLE IRA		191 PEARL AVE	TAVERNIER	FL	33070-2421
PETRICK JOSEPH S		61 BALSAM RD	WAYNE	NJ	07470-5046
PIERCE MEAGAN M		303 GRINNELL ST APT 303B	KEY WEST	FL	33040-6959
PLATTEN TOM S LIVING TRUST 10/4/2013		220 S COUNTRY ESTATES DR	SALINA	KS	67401-9655
ROEMMELE-PUTNEY ALICIA REVOCABLE TRUST 6/27/2013		2150 NO NAME DR	BIG PINE KEY	FL	33043-5202
ROY GARY P		303 GRINNELL ST APT 405	KEY WEST	FL	33040-6959
SAI FINANCIAL LTD		4616 9TH ST	LUBBOCK	TX	79416-4720
SAUNDERS FRED JR		301 GRINNELL ST APT 202	KEY WEST	FL	33040-6917
SCHOTT SANDRA L		305 GRINNELL ST APT 303	KEY WEST	FL	33040-6933
SHAW EDWARD F		305 GRINNELL ST APT 203C	KEY WEST	FL	33040-6933
SIEMINSKI ROBERT E AND PATRICIA A		55 BOCA CHICA RD LOT 450	KEY WEST	FL	33040-5620

1001 James Street 300 radius

Owner Name	Address1	Address2	City	State	Zip
SILVA EDUARDO M		301 GRINNELL ST APT 303	KEY WEST	FL	33040-6917
SINGH PRITAM		PO BOX 2039	KEY WEST	FL	33045-2039
SQUIZZERO JOSEPH L AND RHONDA A		917 EATON ST	KEY WEST	FL	33040-6922
STEAMPLANT CONDOMINIUMS LLC		201 FRONT ST STE 224	KEY WEST	FL	33040-8348
STEAMPLANT CONDOMINIUMS LLC		201 FRONT ST STE 224	KEY WEST	FL	33040-8348
STEAMPLANT CONDOMINIUMS LLC		201 FRONT ST STE 224	KEY WEST	FL	33040-8348
STEAMPLANT CONDOMINIUMS LLC		201 FRONT ST STE 224	KEY WEST	FL	33040-8348
STEAMPLANT CONDOMINIUMS LLC		201 FRONT ST STE 224	KEY WEST	FL	33040-8348
STEAMPLANT CONDOMINIUMS LLC		201 FRONT ST STE 224	KEY WEST	FL	33040-8348
STEAMPLANT NO 19		3340 N ROOSEVELT BLVD STE 6	KEY WEST	FL	33040-8021
STINCER RENE		1017 EATON ST	KEY WEST	FL	33040-6924
STRUNK ACE HARDWARE INC		PO BOX 1199	KEY WEST	FL	33041-1199
THE UTILITY BOARD OF THE CITY OF KEY WEST		1001 JAMES ST	KEY WEST	FL	33040-6935
THE UTILITY BOARD OF THE CITY OF KEY WEST		1001 JAMES ST	KEY WEST	FL	33040-6935
TIMYAN PATRICIA A REV TR 9/12/1988 AS AMENDED		52 FRONT ST	KEY WEST	FL	33040
TOWER EQUITIES RE INC		PO BOX 690785	CHARLOTTE	NC	28227-7014
TRUST 1015 UNDER TRUST 9/20/2011	C/O ARMSTRONG SCOTT TRUSTEE	PO BOX 6362	KEY WEST	FL	33041-6362
WEST SANDRA A		305 GRINNELL ST APT 102C	KEY WEST	FL	33040-6933
WILD WILLIAM H AND JUDITH A		301 GRINNELL ST APT 205	KEY WEST	FL	33040-6917
YAGER MARTIN AND CATHERINE A		1030 JAMES ST	KEY WEST	FL	33040-6936



Monroe County, Florida

MCPA GIS Public Portal

Printed: Jul 09, 2014

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.



YOU ARE A PROPERTY OWNER WITHIN 300 FEET OF THE SUBJECT PROPERTY

The City of Key West Planning Board will hold a Public Hearing to consider the following request:

Major Development Plan, Conditional Use & Landscape Waiver - 1001 James Street (RE # 00001700-000000; AK # 1001767) - A request for major development plan, conditional use and landscape waiver approvals for the renovation of property located within the Historic Residential Commercial Core (HRCC-2) zoning district pursuant to Section 108-91.A.2.(b) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

Applicant: B.L. Bender & Associates Architects, P.A. **Owner:** Utility Board of the City of Key West

Locations: 1001 James Street **Date of Hearing:** July 24, 2014 **Time of Hearing:** 6:00 PM

Location of Hearing: Old City Hall, 510 Greene Street, City Commission Chambers

Interested parties may appear at the public hearing and be heard with respect to the application. Packets can be viewed online, the Friday before the meeting at www.keywestcity.com. Click on City Board & Committee Agendas. A copy of the corresponding application is available from the City of Key West Planning Department located at 3140 Flagler Avenue, Key West, Florida, Monday through Friday between the hours of 8:00 am and 5:00 pm.

Please provide written comments to: Kevin Bond, Planner II

E-mail: kbond@keywestcity.com; Phone: 305-809-3722; Fax 305-809-3978; Mail: PO Box 1409, Key West FL 33041-1409

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: It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number at 305-809-1000 or the ADA Coordinator at 305-809-3731 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

YOU ARE A PROPERTY OWNER WITHIN 300 FEET OF THE SUBJECT PROPERTY

The City of Key West Planning Board will hold a Public Hearing to consider the following request:

Major Development Plan, Conditional Use & Landscape Waiver - 1001 James Street (RE # 00001700-000000; AK # 1001767) - A request for major development plan, conditional use and landscape waiver approvals for the renovation of property located within the Historic Residential Commercial Core (HRCC-2) zoning district pursuant to Section 108-91.A.2.(b) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

Applicant: B.L. Bender & Associates Architects, P.A. **Owner:** Utility Board of the City of Key West

Locations: 1001 James Street **Date of Hearing:** July 24, 2014 **Time of Hearing:** 6:00 PM

Location of Hearing: Old City Hall, 510 Greene Street, City Commission Chambers

Interested parties may appear at the public hearing and be heard with respect to the application. Packets can be viewed online, the Friday before the meeting at www.keywestcity.com. Click on City Board & Committee Agendas. A copy of the corresponding application is available from the City of Key West Planning Department located at 3140 Flagler Avenue, Key West, Florida, Monday through Friday between the hours of 8:00 am and 5:00 pm.

Please provide written comments to: Kevin Bond, Planner II

E-mail: kbond@keywestcity.com; Phone: 305-809-3722; Fax 305-809-3978; Mail: PO Box 1409, Key West FL 33041-1409

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: It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number at 305-809-1000 or the ADA Coordinator at 305-809-3731 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

Public Meeting Notice

The Key West Planning Board will hold a public hearing **at 6:00 p.m., July 24, 2014 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:

Major Development Plan, Conditional Use & Landscape Waiver - 1001 James Street (RE # 00001700-000000; AK # 1001767) - A request for major development plan, conditional use and landscape waiver approvals for the renovation of property located within the Historic Residential Commercial Core (HRCC-2) zoning district pursuant to Section 108-91.A.2.(b) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

If you wish to see the application or have any questions, you may visit the Planning Department during regular office hours at 3140 Flagler Avenue call 809-3720 or visit our website at www.keywestcity.com.

Public Meeting Notice

 **Keys**
Office Hours
M - 8:00 - 5:00 pm
T - 8:00 - 5:00 pm
W - 9:00 - 5:00 pm
T - 8:00 - 5:00 pm
F - 8:00 - 5:00 pm
Address: 1000 N. ...
www.keys.org

