

# **Intergovernmental Coordination**



**Transfield Services North America**  
Transportation Infrastructure  
3100 Overseas Highway  
Marathon, FL 33050  
T: +1 305 289 4360  
F: +1 305 289 4361  
[www.transfieldservices.com/na](http://www.transfieldservices.com/na)

May 26, 2011

**VIA EMAIL**  
[mitchellplanningdesign@gmail.com](mailto:mitchellplanningdesign@gmail.com)

Barbara Mitchell  
Mitchell Planning & Design, Inc.  
15450 103<sup>rd</sup> Place Drive  
Ocklawaha FL 32179

RE: Higgs Beach Park Redevelopment – Proposed Site Plan – Request for FDOT  
Coordination

Dear Ms. Mitchell,

Thank you for contacting our office with your request for coordination in connection with the redevelopment of the Clarence S. Higgs Beach Memorial Park in Key West, Florida and application for Development Plan Approval of the Master/Site Plan for the Park with the City of Key West.

Per your request, the documents provided including the proposed site plan and survey have been reviewed. As the proposed redevelopment and site location is not within Florida Department of Transportation Right-of-Way, the Department has no comment.

Should you have questions, or if I can be of further assistance, please feel free to contact me at (305) 289-4360.

Sincerely,

A handwritten signature in black ink, appearing to read "Kerri Lemaire".

**Kerri Lemaire**, Permits Coordinator  
FDOT District Six Marathon Operations Center



Florida Fish  
and Wildlife  
Conservation  
Commission

*Commissioners*

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**Kenneth W. Wright**  
Winter Park

**Brian S. Yablonski**  
Tallahassee

*Executive Staff*

**Nick Wiley**  
Executive Director

**Greg Holder**  
Assistant Executive Director

**Karen Ventimiglia**  
Deputy Chief of Staff

*Division of Habitat and  
Species Conservation*

**Timothy A. Breault**  
Director  
(850)488-3831  
(850)921-7793 FAX

*Managing fish and wildlife  
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of people*

620 South Meridian Street  
Tallahassee, Florida  
32399-1600  
Voice: (850) 488-4676

Hearing/speech impaired:  
(800) 955-8771 (T)  
(800) 955-8770 (V)

MyFWC.com

June 10, 2011

Ms. Barbara Mitchell  
Mitchell Planning & Design, Inc.  
15450 103<sup>rd</sup> Place Drive  
Ocklawaha, FL 32179  
Email: [mitchellplanningdesign@gmail.com](mailto:mitchellplanningdesign@gmail.com)

RE: Master Plan for Higgs Beach Park Redevelopment, Key West, Monroe County

Dear Ms Mitchell:

The Division of Habitat and Species Conservation, Habitat Conservation Scientific Services Section, of the Florida Fish and Wildlife Conservation Commission (FWC), has coordinated our agency's review of the Higgs Beach Park Redevelopment proposal and offers the following comments in advance of the Environmental Resource Permit (ERP) application. The comments are provided to assist the applicant in applying for the ERP and are in accordance with Chapter 379 and 380.0552, Florida Statutes (F.S.) and Rule 68A-27, Florida Administrative Code (F.A.C.)

**Project Description**

Higgs Beach Park is a county-owned park located between White and Reynolds Streets on the Atlantic Ocean side of Key West, and is bisected by Atlantic Boulevard. The park features a sand beach, the African Memorial Cemetery, West Martello Fort, the Key West Garden Club, a pedestrian park and dog park, a restaurant, tennis courts, children's playground, a restroom facility, benches, and cabanas. The Master Plan for Higgs Beach Park proposes to shift Atlantic Blvd. northward to improve safety, increase beach acreage, and preserve additional grave sites that have been recently identified in the area. As part of the Master Plan, a nature center is proposed in the center of the park, as well as enhancements to the children's playground, cemetery, fitness course, and fort. A Federal Aviation Administration tower is also anticipated for removal from within the park.

**Potentially Affected Fish and Wildlife Resources**

Higgs Beach Park is surrounded by urban-residential development. Habitat within the park is minimal, but the sandy beach may offer habitat for protected wildlife species. FWC conducted a geographic information system (GIS) analysis of the park and concluded that Higgs Beach Park may support the following:

- Turtle Nesting Beaches (Key West Beaches);
- Lower keys population of the red rat snake. (state-listed, species of special concern), least tern (state-listed, threatened), and loggerhead sea turtle (federally listed, threatened); and
- U.S. Fish and Wildlife Consultation Area for the piping plover (federally listed, endangered) and Roseate tern (federally listed, threatened).

## Recommendations

As you begin to prepare the Environmental Resource Permit application, we encourage you to review the Florida Wildlife Conservation Guide (Guide) ([http://fwcgc.myfwc.com/index\\_files/800x600/index.html](http://fwcgc.myfwc.com/index_files/800x600/index.html)). The Guide offers general wildlife information, wildlife survey methodology, and wildlife reporting criteria that can help to expedite our reviews during the permitting process. We also encourage you to contact our staff if listed-species issues arise, or as wildlife surveys are completed. Because the proposed project area may provide habitat for shorebirds, we encourage the applicant to review Slide 52 of the Guide, which offers general information and survey protocols for shorebirds and seabirds ([http://fwcgc.myfwc.com/index\\_files/800x600/slide52.html](http://fwcgc.myfwc.com/index_files/800x600/slide52.html)). Shorebirds such as the piping plover and roseate tern are federally listed species whose Consultation Area is under the purview of the U.S. Fish and Wildlife Service (USFWS). The USFWS office responsible for this area is the South Florida Ecological Services Office, based in Vero Beach. Should shorebirds be observed during your surveys of the project area, we suggest that you:

- Notify the FWC Regional Species Conservation Biologist of the occurrence so that they may assist in identifying ways to avoid and/or minimize harm to wildlife. The appropriate regional biologist for this project is located at the FWC's West Palm Beach facility, and can be reached at (561) 625-5122;
- Refer to the Florida Shorebird Database maintained by FWC (<https://public.myfwc.com/crossdoi/shorebirds/index.html>);
- Consider protective buffer zones around any solitary nests or colonial nesting areas. The location and buffer distance can be determined in consultation with the FWC Regional Species Conservation Biologist;
- Identify buffer zones and nesting areas with clearly marked signs; and
- Avoid construction activities within a buffer zone determined in consultation with the FWC Regional Biologist, and also avoid construction during the nesting season (April – August).

Should marine turtle habitat be identified within the project area, we suggest that you coordinate with the FWC Regional Biologist so that they may assist in:

- Identifying ways to avoid and/or minimize adverse impacts to wildlife. Generally, the construction, operation, transportation or storage of equipment or materials is not authorized seaward of the dune crest or rigid coastal structure in marine turtle nesting habitat during the marine turtle nesting season, which occurs between May 1 and October 31;
- Determining what, if any, additional permanent exterior lighting is authorized; and
- Determining what, if any, temporary lighting of the construction area is authorized in marine turtle nesting habitat, seaward of the dune bluff, during the marine turtle nesting season, which occurs between May 1 and October 31.

We appreciate the opportunity to review these pre-application materials and are looking forward to working with you and the applicant throughout the review process. Should

June 10, 2011

you or the applicant need further assistance during the pre-application phase of this project, feel free to contact me by email at [Ben.Shepherd@myfwc.com](mailto:Ben.Shepherd@myfwc.com) or directly at 407-858-6170. Once an ERP permit has been submitted, please direct your comments to the email [FWCConservationPlanningServices@myfwc.com](mailto:FWCConservationPlanningServices@myfwc.com). This will ensure that your project is handled by the appropriate staff and in a timely manner.

Sincerely,



Ben Shepherd  
Fish and Wildlife Biologist  
Habitat Conservation Scientific Services Section

bs

ENV 1

Higgs Beach Park Redevelopment\_3404\_061011

cc: Heather Carruthers  
Board of County Commissioners  
Mayor, District Three  
530 Whitehead Street  
Key West, FL 33040  
[boccdis3@monroecounty-fl.gov](mailto:boccdis3@monroecounty-fl.gov)

Teri Johnston  
City Commissioner, District 5  
525 Angela Street  
Key West, FL 33040  
[Johnston@keywestcity.com](mailto:Johnston@keywestcity.com)

William P. Horn, P.A.  
915 Easton St.  
Key West, FL 33040

Landwise Design  
Key West Affiliate Office  
3255 Flagler Avenue, Suite 305  
Key West, FL 33040

Perez Engineering & Development, Inc.  
1010 Kennedy Drive, Suite 400  
Key West, FL 33040  
[info@perezeng.com](mailto:info@perezeng.com)

Winston Hobgood  
U.S. Fish and Wildlife Service  
1339 20<sup>th</sup> Street  
Vero Beach, FL 32960-3559  
[Winston\\_Hobgood@fws.gov](mailto:Winston_Hobgood@fws.gov)



May 16, 2011

Barbara Mitchell  
Mitchell Planning and Design, Inc.  
15450 SE 103<sup>rd</sup> Place Road  
Ocklawaha, FL 32179

Re: Monroe County - ERP  
Florida Keys EMA  
Higgs Beach Park Redevelopment

Dear Ms. Mitchell,

This letter is in response to your request for a letter of coordination dated May 5, 2011, received by the Department of Environmental Protection on May 6, 2011. A review of your submittal indicates that the proposed construction activities may require permits from the South Florida Water Management District (SFWMD).

The Department and the Water Management districts have executed Operating Agreements that divide responsibilities for processing environmental resource permit applications in accordance with the type of activity involved. This division of responsibilities is summarized in Attachment 1 of the "Joint Application for Environmental Resource Permit/Authorization to use Sovereign Submerged State Lands/Federal Dredge and Fill Permit" booklet.

It appears your proposal should be processed by the South Florida Water Management District.

Please submit your application to the following address:

South Florida Management District  
Natural Resource Management Division  
South Florida Water Management District  
P. O. Box 24680  
West Palm Beach, Florida 33416-4680

If you have any questions regarding the application you may contact Barbara J. Conmy of the SFWMD at (561) 686-8800. If you have any additional questions you may contact me at the letterhead address or by telephone at (305) 289-7080 or via E-mail at [Bruce.Franck@dep.state.fl.us](mailto:Bruce.Franck@dep.state.fl.us).

Sincerely,



Bruce Franck  
Environmental Manager  
Submerged Lands and  
Environmental Resources Program

BF/bf



STATE OF FLORIDA

# DEPARTMENT OF COMMUNITY AFFAIRS

*"Dedicated to making Florida a better place to call home"*

RICK SCOTT  
Governor

BILLY BUZZETT  
Secretary

May 18, 2011

Ms. Barbara Mitchell, LEED AP  
Mitchell Planning & Design, Inc.  
15450 SE 103<sup>rd</sup> Place Road  
Ocklawaha, Florida 32179

Re: Higgs Beach Park Redevelopment – Proposed Site Plan – Request for  
Coordination

Dear Ms. Mitchell:

Thank you for coordinating with the Department of Community Affairs (Department) with regards to an application for development plan approval of a Master Plan/ Site Plan for the proposed redevelopment of Higgs Beach Memorial Park (Park) in Key West, Florida. The Department has performed a preliminary review of the proposed Development plan documents provided. These documents reviewed include:

- A cover letter requesting coordination
- Clarence Higgs Beach – Master Plan: Proposed Site Plan – Option 'F' (Sheet A-3)
- Boundary and Topographical Survey by Island Surveying Inc. dated 4/23/10

### **Storm Water Impacts**

The site plan appears to have a significant amount of open space and much of the area appears to be pervious; however, the plans and supporting documents did not provide open space or impervious area calculations that demonstrate that the minimum levels of open space and impervious surface have been achieved. The site is located in the PS zoning district which requires an impervious surface ratio of 50% (Section 122-1020). Non-residential uses are required to provide a minimum of 20% open space (Section 108-346).



Ms. Barbara Mitchell, LEED AP  
May 18, 2011  
Page 2

Proposed Site Plan modifications are comprised of development features that affect storm water runoff. Additional impervious surfaces with a significant impact include new parking areas, a visitor nature center, an exercise trail, and pickleball courts. The site plan depicts an event plaza and an expansion of the African Cemetery, though it is unknown whether these structures would be impervious to storm water runoff. The proposed master plan also includes a relocation of Atlantic Boulevard. The storm water impacts created by the street relocation are unclear.

The proposed site plan also depicts improvements that would positively affect storm water impacts on the site. These include reducing the number of tennis courts from six to five and the anticipated removal of the FAA Tower. Other development on the site may also either positively or negatively impact storm water runoff. The site plan provides a retention pond for storm water runoff. Aerial photographs show that the retention area is an existing vegetated area.

In order to provide a more complete assessment of the project, the Department asks that you provide calculations that demonstrate the amount of impervious surface on the site as well as the amount of open space provided. Because there is a need to sequester water on-site in order to reduce flooding throughout the City, the Department recommends providing an adequate storm water management system. If redevelopment of the site increases the amount of impervious surfaces, a storm water management permit from the South Florida Water Management District may be required. After the City of Key West approves a final development plan, please provide detailed information regarding storm water management plans.

#### **Shoreline Setback**

The Master Plan depicts a structure within the required 50 foot shoreline setback. Please provide additional information describing whether this is an existing structure and whether there are any proposed improvements within the shoreline setback. Please provide a statement indicating whether there are any other improvements proposed within the shoreline setback.

Thank you for the opportunity to review and provide comments on the proposed redevelopment plans at Clarence Higgs Beach. If you have any questions or concerns, please contact Shane Laakso, Community Planner, at (850) 922-0717.

Sincerely,



Rebecca Jetton  
Florida Keys Areas of Critical State Concern

RJ/sjl

From: Jodell Roberts <mitchellplanningdesign1@gmail.com>  
Subject: **Fwd: Project Coordination - Higgs Beach Park, Key West (UNCLASSIFIED)**  
Date: May 9, 2011 9:18:22 AM EDT  
To: mitchellplanningdesign@gmail.com



----- Forwarded message -----

From: **Turner, Isla M SAJ** <Isla.M.Turner@usace.army.mil>  
Date: Fri, May 6, 2011 at 2:04 PM  
Subject: RE: Project Coordination - Higgs Beach Park, Key West (UNCLASSIFIED)  
To: Jodell Roberts <mitchellplanningdesign1@gmail.com>

Classification: UNCLASSIFIED  
Caveats: NONE

Dear Mr. Roberts,

The ACOE Public Notice process cannot occur prior to our receipt of a complete application.

-----Original Message-----

From: Jodell Roberts [mailto:mitchellplanningdesign1@gmail.com]  
Sent: Thursday, May 05, 2011 1:09 PM  
To: Turner, Isla M SAJ  
Subject: Project Coordination - Higgs Beach Park, Key West

Ms. Turner:

I am working with the land planner of record (Barbara Mitchell) for a project in Key West involving the redevelopment of Higgs Beach Park. We will be filing an application for Development Plan approval with the City of Key West and in that connection, need to request ACOE for a letter of coordination per the application. This request comes in advance of an ERP application for the project that I understand will be coming from the stormwater engineer for the project (Perez Engineering). We would like to forward to you via email a letter requesting coordination with attachments. Would an email transmission work for you?

Thank you for your assistance and please feel free to contact me via my cell.

Jodell Roberts  
[305-393-7172](tel:305-393-7172)

Classification: UNCLASSIFIED  
Caveats: NONE



## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

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April 5, 2011

VIA ELECTRONIC MAIL

Ms. Jane Tallman  
Scenic Highway Coordinator  
Planning and Environmental Resources  
Monroe County Government Offices  
2798 Overseas Highway, Suite 400  
Marathon, FL 33050

RE: Higgs Beach Collaborative Planning Process

Dear Ms. Jane Tallman,

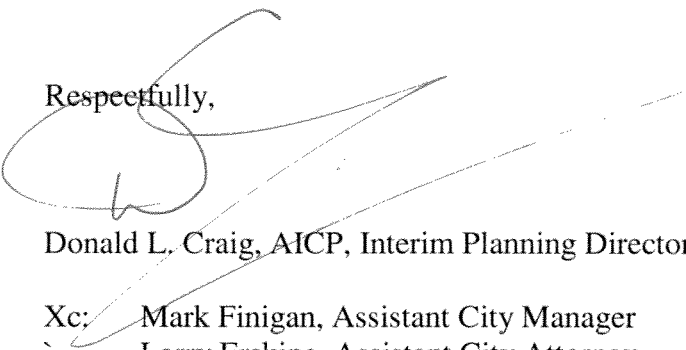
The purpose of this letter is to provide you with a document from the City of Key West Planning Department regarding our participation and collaboration in the Higgs Beach Master Plan Planning process. Although the Higgs Beach property belongs to Monroe County, the site is located within the City of Key West jurisdictional boundaries and redevelopment of the site is therefore subject to the municipal Land Development Regulations. To date, the public design and approval process has included over ten public meetings, a preliminary hearing at the City's Development Review Committee Meeting, and preliminary design approval of phase one of the Master Plan at the Board of County Commissioners.

Over the past year the Planning Department's designated representative, Nicole Malo, has been involved in the public charrette process which has included collaboration with the design and project management team, Monroe County Commissioners and staff, the Friends of Higgs Beach and the interested public. At the August 26, 2010 City's Development Review Committee (DRC) Meeting, the design and project management team presented for pre-application discussion the draft design for city staff.

As part of phase two, the Master Plan is expected to be submitted to the Planning Department sometime this summer and will enter into a development plan review and approval process that will include additional intergovernmental coordination, another DRC Meeting, Planning Board meeting, and finally City Commission hearing. Discussions between city and county legal and planning staff have begun regarding the feasibility of a Development Agreement or other long-term agreement between the two governmental entities. All City, County, State, and Federal mitigation requirements, multijurisdictional approvals, and required licenses will be corroborated on as well.

Please feel free to contact myself or Nicole Malo for further information

Respectfully,



Donald L. Craig, AICP, Interim Planning Director

Xc: Mark Finigan, Assistant City Manager  
Larry Erskine, Assistant City Attorney  
Townsley Schwab, Senior Planning Director  
Barbra Mitchell, Project Planner  
Carol Schreck, Executive Assistant  
Nicole Malo, Planner  
GEO Files

K:\Geo Projects\Higgs Beach\2011.04.05 Letter to county.doc

APPENDIX B:  
FEDERAL AVIATION ADMINISTRATION  
DOCUMENTATION



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Eastern Service Center

1701 Columbia Avenue  
College Park, Georgia 30337

January 14, 2009

AIRSPACE CASE NUMBER:

10-ASO-001-NR

TO ALL INTERESTED PARTIES

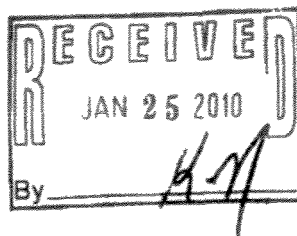
**PROPOSAL:** This is a proposal to relocate FISH HOOK (FIS) NDB, located near the Key West Int'l Airport, (EYW), Key West, FL. The FIS NDB is located in the middle of Higgs Beach Park, Key West, and is out-of-date and unusable. Monroe County plans to renovate the park by Spring 2010. Congresswoman Ileana Ros-Lehtinen, 19<sup>th</sup> District, Florida, expressed support for the recent Monroe County resolution to renovate the park and requests that the FAA conduct a feasibility study on the removal, replacement or relocation of this facility.

FIS NDB is used for ATS Routes B646 and G765. If FIS NDB were decommissioned and removed, the ATS Routes would become unusable. The MARATHON (MTH) NDB could not be used as a replacement because the route would place aircraft too close to Warning Area 174-C and MUR 11. The KEY WEST (EYW) VORTAC could not be used for ATS Routes B646 and G765, because all aircraft would require GPS equipment. FIS NDB also used for the EYW NDB or GPS-A instrument procedure and is depicted on the L-23 IFR Enroute Low Altitude, H-8 IFR Enroute High Altitude and the Miami Sectional Aeronautical Chart.

To meet ATS Route requirements and avoidance of Special Use Airspace (SUA), the relocation site should be near or west of its current location. A possible relocation site would be on the Key West Int'l Airport property.

LOCATION: The physical component of this system is located:

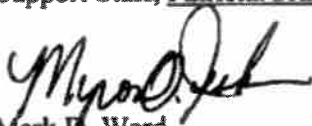
Latitude:	N24° 32' 54.03"	NAD 83
Longitude:	W081° 47' 11.00"	



This circularization is intended to provide the public with the opportunity to review and comment to the effect this proposal may have on aeronautical activity. The issuance of this non-rule circular is to give notice of impending action within the National Airspace System. Comments regarding this proposal should be made in writing and directed to:

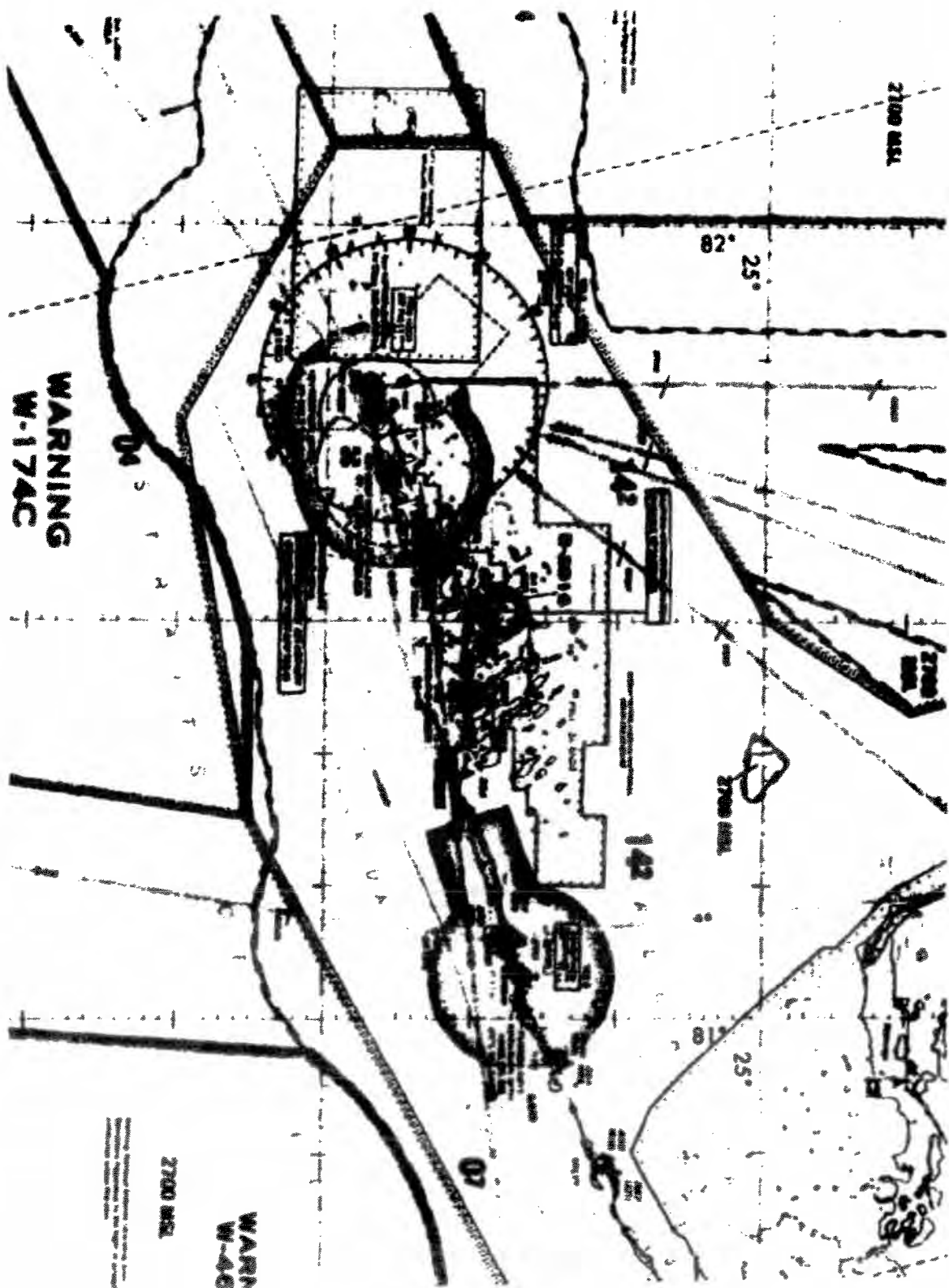
Federal Aviation Administration  
Eastern Service Center  
Operations Support (AJV-E2)  
Non Rule Case No. 10-ASO-001-NR  
P.O. Box 20636  
Atlanta, Georgia 30320

Comments received prior to March 8, 2010 will be considered before final action is taken on this proposal. The Specialist assigned to this study is Patricia Graham of the Operations Support Staff, [Patricia.Graham@faa.gov](mailto:Patricia.Graham@faa.gov) telephone (404) 305-5594.



Mark D. Ward  
Manager, Operations Support Group  
Eastern Service Center, Air Traffic Organization

Issued in College Park, Georgia, on January 14, 2010





**PRELIMINARY DESIGN REIMBURSABLE AGREEMENT**

**BETWEEN**

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

**[NAME OF SPONSOR]  
[SPONSOR LOCATION]  
[CITY, STATE]**

**WHEREAS**, the Federal Aviation Administration (FAA) can furnish directly or by contract services which the [Name of Sponsor] (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

**WHEREAS**, it has been determined that competition with the private sector for provision of such services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the agency's mission;

**WHEREAS**, the authority for the FAA to furnish services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. 106 (1)(6) on such terms and conditions as the Administrator may consider necessary;

**NOW THEREFORE**, the FAA and the Sponsor mutually agree as follows:

**ARTICLE 1. Parties**

The Parties to this Preliminary Design Reimbursable Agreement (Agreement) are the FAA and [Name of Sponsor].

**ARTICLE 2. Type of Agreement**

This Agreement is an "other transaction" authorized under 49 USC 106(1)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

**ARTICLE 3. Scope**

Preliminary Design Reimbursable Agreement for [Name of Project] at [Name of Airport]

This Agreement provides funding for FAA services limited to labor, travel, and expenses required perform preliminary engineering for future implementation of the Sponsor's project identified above. Preliminary engineering includes technical consultation, site visits, feasibility assessments, project planning, scope definition, and development of cost estimate(s). No government furnished equipment, engineering design, or implementation services will be provided under this Agreement. If required, the FAA and the Sponsor will enter into a separate agreement to cover the implementation of the costs included in the estimate developed under this Agreement.

**ARTICLE 4. Points of Contact**

A. FAA Points of Contact:

1. The [Name of FAA office that will perform the physical work (e.g., FAA Eastern Service Area, Terminal Engineering Center)] will perform the Scope of Work included in this Agreement. [Name of Contact] is the [Position Title (e.g., Terminal Engineering Center Manager)] and liaison with the Sponsor and can be reached at [Phone Number]. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
  
2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, [Name of Contracting Officer] who can be reached at [Phone Number].

B. Sponsor Point(s) of Contact

[Sponsor POC information]

**ARTICLE 5. Reserved**

**ARTICLE 6. Reserved**

**ARTICLE 7. Estimated Costs**

The fully-loaded estimated FAA cost associated with this preliminary agreement is \$[XX].

**ARTICLE 8. Period of Agreement and Effective Date**

This Agreement supersedes and nullifies any previous agreements between the parties on the subject matter. The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section A of this

Agreement. Under no circumstances will this Agreement extend 18 months beyond its effective date.

**ARTICLE 9. Reimbursement and Accounting Arrangements**

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and full advance payment in the amount stated in Article 7 to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement and the full advance payment to the Accounting Division shown below. All payments must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:

FAA – Mike Monroney Aeronautical Center  
ATTN: AMZ-330, Reimbursable Project Team  
P.O. Box 25082  
Oklahoma City OK 73125  
Telephone (405) 954-6724

The overnight mailing address is:

DOT/FAA/Mike Monroney Aeronautical Center  
AMZ-330 Reimbursable Project Team  
6500 S. MacArthur Blvd.  
Oklahoma City OK 73169

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

[Name of Sponsor]  
Attn: [Point of Contact]  
[Address]  
[City, State, Zip Code]  
[Telephone]

- D. The FAA will provide updates at least quarterly of costs incurred against the advance payment. A Reimbursable Bill Support List (a summary of cost by object class) will accompany all updates.
  
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be modified to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed amendment to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, the FAA reserves the right to request additional funding in the event that a contractor brings a claim against the FAA resulting in additional costs. More so, the sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

#### **ARTICLE 10. Changes and Modifications**

Changes and/or modifications to this Agreement will be formalized by an appropriate written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

#### **ARTICLE 11. Termination**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

**ARTICLE 12. Order of Precedence**

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

**ARTICLE 13. Legal Authority**

This Agreement is entered into under the authority of 49 U.S.C. 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

**ARTICLE 14. Disputes**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 USC 46110).

**ARTICLE 15. Reserved**

**ARTICLE 16. Insurance**

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

**ARTICLE 17. Limitation of Liability**

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an employee of the FAA acting

within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 USC, Section 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

**ARTICLE 18. Civil Rights Act**

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

**ARTICLE 19. Protection of Information**

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

**ARTICLE 20. Security**

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14-2, Contractor Personnel Suitability Requirements (January 2009) are met.

**ARTICLE 21. Entire Agreement**

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 100 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

Agreement Number  
[XXX-XX-XXX-XX-XXXX]

**FEDERAL AVIATION  
ADMINISTRATION**

[Name of Sponsor]

SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE Contracting Officer  
DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

## Nicole Malo

---

**From:** Nicole Malo  
**Sent:** Tuesday, May 10, 2011 4:45 PM  
**To:** 'WPHORN@aol.com'  
**Cc:** Don Craig; Mark Finigan; 'Barbara Mitchell'  
**Subject:** HIGGS Beach Playground Equipment relocation project

**Attachments:** PROPOSEDPHASE1-PLAYGROUNDRELOCATIONEX-1SITE1-60'(1).pdf

Bill,  
I had the chance to speak to Don this morning regarding the relocation and replacement of the playground equipment as proposed in the attached plans. Because Parks and Recreation (active and passive) are allowed as of right in the PS zoning district and the playground equipment is an accessory use to the park, and because the proposal does not create significant infrastructural changes to the park, it is our understanding that you may use the funding that is now available to you (as approved by BOCC) to relocate and replace the playground equipment, as proposed in the attached plans, in advance of the master plan approval. I have attached the relevant code sections below.

Please let me know if you have any questions.

Thank you,

*Nicole Malo*  
*Planner*  
*305-809-3778*



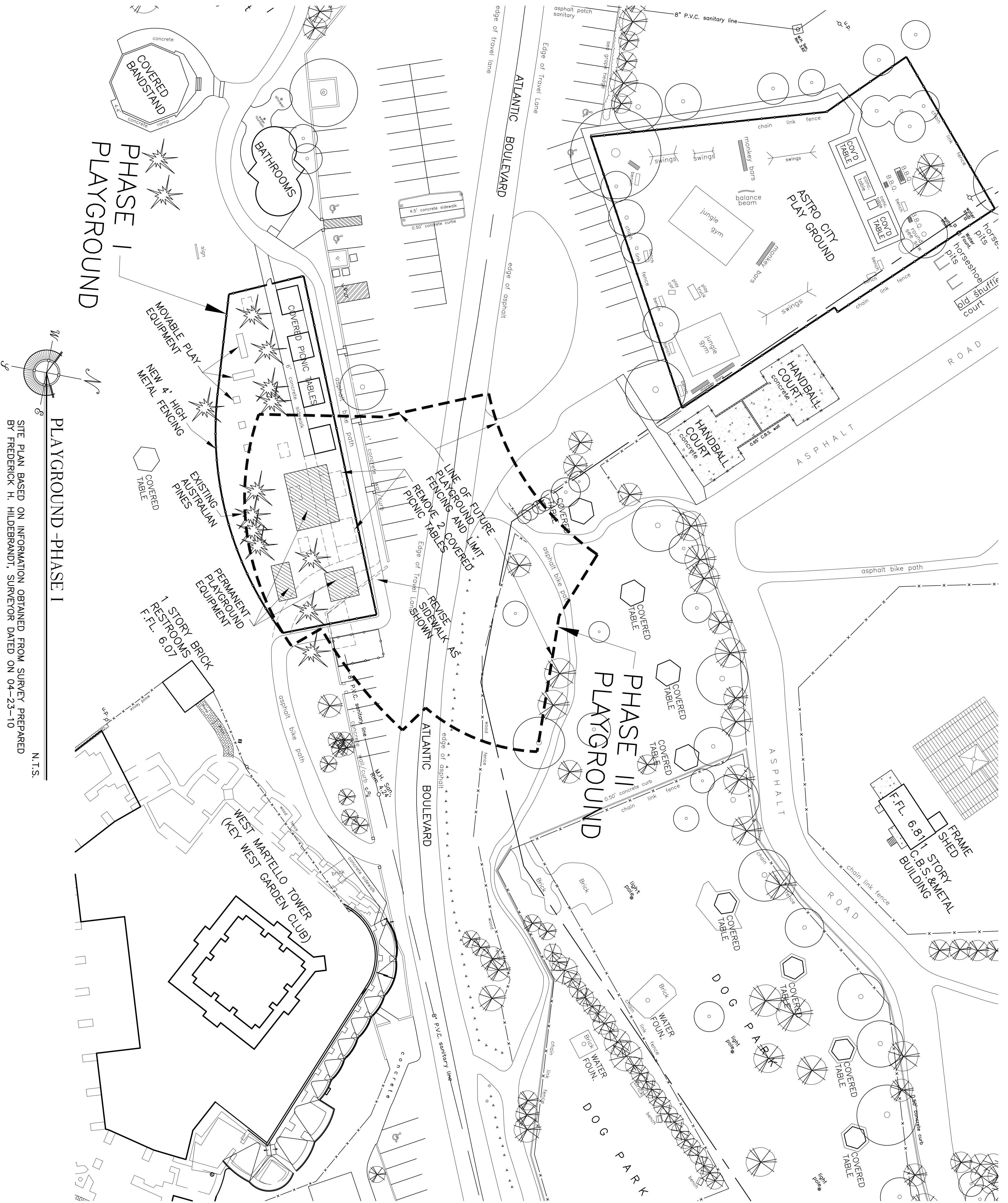
PROPOSEDPHASE  
LAYGROUNDRELC

**Accessory use** means a use that is clearly incidental to the principal use, that is subordinate in area, extent or purpose to the principal use and that contributes to the comfort, convenience or necessity of the principal use, and that is located on the same lot with such principal building or use. In a residential district, the accessory use shall not be nonresidential in character

**Public parks and recreation areas** means public parks and recreation land and facilities developed for use by the general public.

1. **Active parks and recreation** means leisuretime activities, usually of a more formal nature and performed with others, often requiring equipment and taking place at prescribed places, sites or fields. This may include but is not limited to swimming, tennis and other court games, baseball and other field sports, and playground activities.





PLAYGROUND - PHASE I  
 SITE PLAN BASED ON INFORMATION OBTAINED FROM SURVEY PREPARED  
 BY FREDERICK H. HILDEBRANDT, SURVEYOR DATED ON 04-23-10  
 N.T.S.

CLARENCE HIGGS BEACH - MASTER PLAN

KEY WEST, FLORIDA

WILLIAM P. HORN  
 ARCHITECT, P.A.

915 EATON ST.  
 KEY WEST,  
 FLORIDA  
 33040

TEL: (305) 296-8302  
 FAX: (305) 296-1033

LICENSE NO.  
 AA 000040

HIGGS BEACH  
 KEY WEST, FL.



MITCHELL PLANNING & DESIGN

INNOVATIVE ENGINEERING  
 GROUP INC.

TRAFFIC TECH ENGINEERING

ISLAND SURVEYING INC.



SEAL

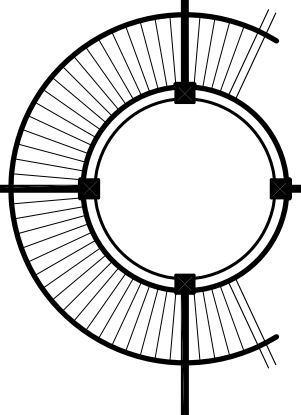
THESE DRAWINGS MAY  
 NOT BE REPRODUCED  
 WITHOUT WRITTEN  
 AUTHORIZATION BY  
 WILLIAM P. HORN

DATE  
 06-22-10

REVISIONS  
 12-30-10

DRAWN BY  
 EMA

PROJECT  
 NUMBER  
 1004





## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

To: Nicole Malo, Planner  
From: Scott Fraser, Floodplain Administrator  
Date: Thursday, September 22, 2011  
Subject: UPDATE: Higgs Beach Development Proposal

This memorandum addresses the following floodplain management concerns related to Monroe County's redevelopment proposal for Higgs Beach:

1. The flood zone lines, their respective flood zone identifiers and elevations
2. Anchoring requirements for playground equipment located in both "VE" & "AE" flood zones.
3. Shaded seating structures in a "VE" zone.
4. Elevation requirements for the proposed Visitor's Center & number of Elevation Certificates needed.
5. Recycling Center

### **1. Flood Zones:**

**UPDATE:** Flood zone boundaries have been revised and are now correctly displayed on site plan.

~~The flood zone boundaries on the submitted site survey and site plans are completely incorrect.~~

~~The flood zone identifiers (VE, AE) along with their respective elevations are also incorrect.~~

~~The source map for the drawing submitted to the City could not be determined from either current nor historic FEMA flood maps. The correct flood zone data is available on FEMA FIRM No. 12087C1516K, as revised Feb. 18, 2005.~~

~~The "VE" zone (or Coastal High Hazard Zone) extends much farther into the project than currently shown on the site survey. For the critical portion of this proposal, the "VE" zone mirrors the current roadway running through the middle of the project (see attachment "A").~~

## **2. Playground Equipment Anchoring:**

When the Coastal High Hazard Zone (VE zone) is properly shown, most of the proposed new playground equipment will be located within, or immediately adjacent to this hazard zone.

FEMA doesn't classify this equipment as structural, but under the city's more restrictive code, this equipment meets the definition of "structure." Under a strict interpretation of FEMA's National Flood Insurance Program (NFIP) requirements, such a structure would need to be installed atop a surface elevated above the Base Flood Elevation (BFE) by columns. This interpretation does not yield a reasonable nor prudent result. Whereas the City's definition is more restrictive than FEMA's, the City has greater latitude than would otherwise exist under NFIP.

The greatest concern with respect to playground equipment in such a high hazard flood zone, are life-safety issues. High velocity wave action from tropical storm surges have repeatedly been destructive upon this specific site. Substantial concrete anchoring is necessary to prevent this equipment from becoming life-threatening and damaging projectiles/debris.

Experience in this immediate area has proven, that concrete footings for such materials not only lessens the life-safety threats, but greatly assists with post-storm equipment recovery and reinstallation.

The following photographs show the impact of Hurricane Wilma (2005) upon this site.

In the first photograph, note that the concrete anchored signposts (right side), metal tennis court fencing (left side), remained intact, while the unanchored metal picnic table (circled, center) came to rest in the middle of the roadway. Note also the degree of eroded and displaced beach sand covering the entire roadway.



**Photo 1**

*Key to the Caribbean – average yearly temperature 77 ° Fahrenheit.*

Photograph No. 2 also shows the degree of eroded beach sand displaced to the roadway. In the background, can be seen the battered yet intact fence posts what were anchored with concrete footings. The fence posts remain, while the fencing was destroyed.



**Photo 2**

As a life-safety requirement, the playground equipment needs concrete footers that an engineer can certify will keep this apparatus from becoming damaging debris.

### **Shaded Sitting Structures proposed in VE Zone:**

FEMA doesn't classify this equipment a structure, but under the city's more restrictive code, this equipments meets the definition of "structure."

Again, a strict interpretation of NFIP requirements would require these structures be elevated above the Base Flood Elevation (BFE) on columns; an unreasonable requirement that would liken them to elevated lifeguard posts.

Whereas the City's definition is more restrictive than FEMA's, the City has greater latitude than would otherwise exist under NFIP.

Similar structures erected in a "VE" zone on the immediately adjacent city-owned beach (Rest Beach) have proven the solution to preventing these structures from becoming dangerous and damaging debris during tropical storms is the size and integration of the supporting concrete slab.

The following photograph taken after Hurricane Wilma, shows one such structure dislodged from its concrete slab at Rest Beach, resting atop a debris pile on the opposite side of Atlantic Boulevard.



**Photo 3**

An engineer should certify these structures are anchored with enough concrete to keep them from becoming dangerous debris, and include appropriate hurricane strapping for the roof.

#### **4. Elevation Requirements for Proposed Visitor's Center:**

There are two concerns regarding the elevation of the proposed Visitor's Center: 1.) Structural elevation level; 2.) Number of phased Elevation Certificates required.

When the flood zone boundaries are corrected, this structure will likely be located in a FEMA Limit of Moderate Wave Action area (LiMWA), an informational layer on the FIRM that's presently being mapped. While LiMWA guidance exists (FEMA Procedure Memorandum No. 50; 12/03/08), it's unknown when the updated maps will be available to the city.

The minimum three-foot top of expected breaking wave action in VE zones doesn't come to an abrupt halt at the end of a VE zone. Breaking wave action from a height of 3-feet down to 1.5-feet into an adjacent AE zone has shown to be destructive. It's these areas that'll be identified as located within the LiMWA area, alerting communities to a need for enhanced review when structures are proposed.

It is recommended this structure be elevated to the Base Flood Elevation (BFE), plus 1.5-feet, with the height calculated to the lowest horizontal support. **UPDATE:** Newly plotted flood zone lines show the Visitors Center would be outside the LiMWA area. However, Applicant advises it's their intention to construct to BFE +1.5-feet for additionally safety.

To ensure the proper elevation is obtained, and to avoid very costly corrections for miscalculations discovered too late, three, phased, elevation certificates should be required: 1.) Construction Drawings; 2.) Under Construction (when elevating supports are constructed or top of first finished floor roughed-out); 3.) Finished Construction.

## **5. Recycling Center:**

More information is needed before the proposed Recycling Center can be evaluated for floodplain "VE-10" compliance.

Specifically, whether this facility will constitute a structure and/or storage, whether flood resistant materials will be used, elevation, anchoring, and design plans.

The same for any other proposed structures on this site, not already mentioned.

**UPDATE:** Applicant advises the "Recycling Center" is more accurately designed to be a storage area rather than a structure.

## **Recommendations:**

- A. ~~Flood Zones: Correct flood zone boundaries, indicators and elevations should be placed on the site plan drawings.~~ Corrected.
- B. Playground Equipment: All playground equipment must be constructed with concrete footings certified by an engineer to meet structural requirements, with appropriate hurricane strapping for the roof.
- C. Shaded Sitting Structures: Need engineer's signed and sealed anchoring design plans.
- D. Elevation: Three, phased, elevation certificates required; elevation to BFE + 1.5-feet, and to lowest horizontal support.
- E. Recycling Center: Information regarding the proposed Recycling Center is needed before it can be evaluated for flood zone "VE-10" compliance.

Attachments:

- "A" - FIRM excerpt

# Map



DFIRM panel labels



Flood hazard zone lines



Flood hazard zone text



CBRS



Roads



Parcels



2009 Orthophotography

Red: Band\_1

Green: Band\_2

Blue: Band\_3

Data Source: Monroe County Growth Management - GIS

FloodZone\_PUBLIC

FEMA: Federal Emergency Management Agency

[http://mc-gisweb.monroecounty-fl.gov/aspnet\\_client/ESRI/WebADF/PrintTaskLayoutTemplates/default...](http://mc-gisweb.monroecounty-fl.gov/aspnet_client/ESRI/WebADF/PrintTaskLayoutTemplates/default...) 7/29/2011



RECEIVED

July 26, 2011

KW Planning Dpt



**BOARD OF COUNTY COMMISSIONERS**

Mayor Heather Carruthers, District 3  
Mayor Pro Tem David Rice, District 4  
Kim Wigington, District 1  
George Neugent, District 2  
Sylvia J. Murphy, District 5

530 Whitehead Street  
Key West, FL 33040



July 25, 2011

Commissioner Teri Johnston  
City of Key West  
P.O. Box 1409  
Key West, FL 33041

Dear Commissioner Johnston,

Monroe County has submitted to the City an application for a Major Development Plan for Higgs Beach Park. In the spirit of continued cooperation for the improvements of Higgs Beach and because Key West residents will directly benefit from its renovation, we are respectfully requesting the City Council waive the application fee for processing this request.

Monroe County appreciates the time and support you and the City staff have given to our efforts to date concerning the park. We look forward to your continued support and your attention to our request, thank you.

Sincerely,

Heather Carruthers, Mayor  
Monroe County  
Commission District 3