EXECUTIVE SUMMARY



To: Jim Scholl, City Manager

Through: Amy Kimball-Murley, AICP, Planning Director

From: Ashley Monnier, Planner

Meeting Date: May 18, 2010

RE: An application for Major Development Plan and Conditional Use

to construct a 16 bed managed-care facility in the Poinciana Housing Special Needs Area off the 3200 Block of Duck Avenue/Spalding Court, in the MDR-1 zoning district per Section 108-91 (B.)(2.) (b.) and 122-278(3) of the Land Development Regulations of the Code of Ordinances of the City of Key West,

Florida (RE# 00064740-000000).

ACTION STATEMENT:

Request:

To allow Samuel's House to add 5,030 square feet of floor area ratio for the purposes of operating a managed care facility.

Location:

Poinciana Housing Special Needs area

BACKGROUND:

The Casa de Meredith proposal is a request to build a 16 bed managed care facility for women (and their children) suffering chronic homelessness and substance abuse. Samuel's House received a grant for this project, requiring that all City approvals be in place by June of 2010. The project is located within a 50' x 100' area in the Special Needs housing area in the Poinciana Housing Site, specifically in the area between Spalding and Truesdale Courts. In December 2009, the City Commission sitting as the Local Redevelopment Authority (LRA) approved Resolution 09-323, authorizing a sublease between the Housing Authority of the City of Key West (which leases the Poinciana site from the City) and Samuel's House for use of the 50' x 100' area located within the Poinciana site. The Special Needs Area was specifically designated through the BRAC process to provide a continuum of care for the homeless. Specifically, the facility will be a component in the continuum of care by providing appropriate supportive services and housing for a specific population in need. The continuum of care is defined in Chapter 86 of the LDR's as meaning a comprehensive homeless assistance system that includes: a system of outreach and assessment (to determine the needs and conditions of the

homeless); emergency shelters and transitional housing with appropriate supportive services; housing with, or without supportive services that has no established limitation on the amount of time in residence; and any other activity that clearly meets an identified need of the homeless and fills a gap in services.

The applicant is proposing to build the managed care facility under the Code definition of "nursing home, rest homes, and convalescent homes" as defined in Chapter 86 of the Land Development Regulations. This definition includes "activities customarily performed by a home for the elderly or infirm in which three or more persons not of the immediate family are received, kept or provided with food, shelter, and care for compensation. This use does not include the principal activities found in hospitals, clinics, or similar institutions that diagnose and treat the sick or injured. For purposes of permitted density and intensity, the floor area ratio shall govern, not units per acre. Individual living units or residential nursing beds shall be treated as 0.1 equivalent units under the City's building permit allocation ordinance." According to the applicant, homeless women, and/or women who are infirm due to substance abuse and or mental health, but who are sober and in programs for recovery will be provided assistance onsite through healthcare referrals, food services and on-site preparation for residents, as well as mental and occupational therapy referrals.

Previous City Actions:

Planning Board Meeting: April 29, 2010 DRC Meeting: March 25, 2010 LRA Approval of Sub-lease: December 4, 2009

Planning Staff Analysis:

The proposed site is located within the Poinciana Housing development area, which falls within the MDR-1 zoning district. This zoning district was established to accommodate a mixture of multiple-family structure types, supportive community facilities, and accessory land uses. The Planning Board recommended approval with conditions on April 29, 2010. Based on the Department's analysis, it appears that the project meets major development plan and conditional use criteria. Upon approval of the project, the Planning Department will allocate 1.6 equivalent single family (ESFU) building permit allocation system (BPAS) units to accommodate the 16 proposed beds at 0.1 ESFU per bed.

Options/Advantages/Disadvantages:

- **Option 1:** Approve the major development plan and conditional use request with the following conditions:
 - (1.) Building Permit Allocation System (BPAS) allocations are obtained.
 - (2.) Landscape plan approval is obtained by the Tree Commission.

- (3.) That the facility will provide managed care to chronically homeless women, or women recovering from substance abuse, and in both cases, their children. Potential residents may only be allowed to live in the facility if they are infirm, and in which case meet any of the following eligibility requirements:
 - a. Meeting the HUD criteria for chronic homelessness
 - b. Meeting HUD disability criteria
 - c. Meeting HUD income criteria
 - d. Have recently been released from a substance abuse treatment program
- (4.) Food, shelter, and care must be provided for residents, as required by the nursing home, rest home, and convalescent home definition in Chapter 86. The facility will not provide permanent housing for individuals who are no longer infirm.
- (5.) That the facility will meet workforce housing requirements.

1. Consistency with the City's Strategic Plan, Vision, and Mission:

The City's Strategic Plan encourages the protection and creation of affordable housing units.

2. Financial Impact:

There is no direct financial impact to the City if the proposed major development plan and conditional use application is approved.

Option 2: Deny the major development plan and conditional use request.

1. Consistency with the City's Strategic Plan, Vision, and Mission:

If the major development plan and conditional use request is denied, then it may become more difficult to provide affordable housing opportunities on the subject site.

2. Financial Impact:

There is no direct financial impact to the City if the major development plan and conditional use request is not approved.

Recommendation

The Planning Department recommends that the requested major development plan and conditional use request be **approved**, with the following conditions:

(1.) Building Permit Allocation System (BPAS) allocations are obtained.

- (2.) Landscape plan approval is obtained by the Tree Commission.
- (3.) That the facility will provide managed care to chronically homeless women, or women recovering from substance abuse, and in both cases, their children. Potential residents may only be allowed to live in the facility if they are infirm, and in which case meet any of the following eligibility requirements:
 - a. Meeting the HUD criteria for chronic homelessness
 - b. Meeting HUD disability criteria
 - c. Meeting HUD income criteria
 - d. Have recently been released from a substance abuse treatment program
- (4.) Food, shelter, and care must be provided for residents, as required by the nursing home, rest home, and convalescent home definition in Chapter 86. The facility will not provide permanent housing for individuals who are no longer infirm.
- (5.) That the facility will meet workforce housing requirements.

Key West Planning Board Meeting Agenda April 29, 2010 – 6:00 p.m. City Commission Chamber Old City Hall, 510 Greene Street



Item 4.b.2.

Major Development Plan and Conditional Use - Poinciana Housing Special Needs Area off the 3200 Block of Duck Avenue/Spalding Court (RE# 00064740-000000) - An application for Major Development Plan and Conditional Use to construct a 16 bed managed-care facility in the MDR-1 zoning district per Section 108-91 (B.)(2.) (b.) and 122-278(3) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

THE CITY OF KEY WEST PLANNING BOARD **Staff Report**



To:

Chairman and Planning Board Members

From:

Ashley Monnier

Through:

Amy Kimball-Murley, AICP, Planning Director

Meeting Date:

April 29, 2010

Agenda Item:

An application for Major Development Plan and Conditional Use to construct a 16 bed managed-care facility in the Poinciana Housing Special Needs Area off the 3200 Block of Duck Avenue/Spalding Court, in the MDR-1 zoning district per Section 108-91 (B.)(2.) (b.) and 122-278(3) of the Land Development Regulations of the Code of Ordinances of the City

of Key West, Florida (RE# 00064740-000000).

Request:

To allow Samuel's House to add 5,030 square feet of floor area ratio for

the purposes of operating a managed care facility.

Applicant:

Donald L. Craig, AICP, of the Craig Company

Property Owner:

City of Key West

Lessee:

Housing Authority of the City of Key West

Sub-lessee:

Samuel's House (per LRA Resolution 09-323)

Location:

Poinciana Housing Special Needs Area off the 3200 Block of Duck

Avenue/Spalding Court

(RE# 00064740-000000)

Zoning:

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



Background:

The Casa de Meredith proposal is a request to build a 16 bed managed care facility for women (and their children) suffering chronic homelessness and substance abuse. Samuel's House received a grant for this project, ultimately requiring that all City approvals be in place by June of 2010. The project is located within a 50' x 100' area in the Poinciana Housing Site, specifically in the area between Spalding and Truesdale Courts. In December 2009, the City Commission sitting as the Local Redevelopment Authority (LRA) approved Resolution 09-323, authorizing a sub-lease between the Housing Authority of the City of Key West (which leases the Poinciana site from the City) and Samuel's House for use of the 50' x 100' area located within the Poinciana site.

The Key West Chapter 288 Military Base Reuse Plan indicates that the Poinciana Housing Parcel, which was conveyed by the United States government, be used for multi-family uses, as well as for the provision of special needs, including emergency and transitional housing (Key West Chapter 288 Military Base Reuse Plan Data & Analysis, pg. 31). The applicant is proposing to use the Poinciana Housing site for the project, as other special needs projects (specifically, AIDS Help) have been found by the City to be compatible with other uses on the site.

The applicant is proposing to build the managed care facility under the Code definition of "nursing home, rest homes, and convalescent homes" as defined in Chapter 86 of the Land Development Regulations. This definition includes "activities customarily performed by a home for the elderly or infirm in which three or more persons not of the immediate family are received, kept or provided with food, shelter, and care for compensation. This use does not include the principal activities found in hospitals, clinics, or similar institutions that diagnose and treat the sick or injured. For purposes of permitted density and intensity, the floor area ratio shall govern, not units per acre. Individual living units or residential nursing beds shall be treated as 0.1 equivalent units under the City's building permit allocation ordinance." According to the applicant, homeless women, and/or women who are infirm due to substance abuse and or mental health, but who are sober and in programs for recovery will be provided assistance on-site through healthcare referrals, food services and on-site preparation for residents, as well as mental and occupational therapy referrals.

According to the applicant, potential residents must meet the following eligibility requirements:

- Must meet HUD criteria for chronic homelessness
- Must meet HUD disability criteria
- Must meet HUD income criteria
- Must have the ability to live in independent housing
- Must sign a lease and be responsible for monthly rent
- Must have at least 3 months of recovery if coming from a substance abuse treatment program
- Must be willing and able to pass drug screening and/or future random drug screens
- Must participate in on-going case management, treatment, and/or appropriate services

Samuel's House has established long-term goals for the residents of Casa de Meredith (please see Page 1 of the application). To measure those goals, Samuel's House, Inc. will actively participate in the HUD Homeless Management Information System (HMIS) strategies and maintain case management records on each resident. Further, performance measures established by the Southernmost Homeless Assistance League (SHAL) must be followed, as well (please see page 1 of the application).

Request:

The major development plan request involves the addition of 5,030 square feet of floor area ratio. Section 108-91 (B.)(2.) (b.) of the Code requires that major development plan approval be obtained if 5,000 square feet or more nonresidential floor area is being added. In addition, Section 122-278 of the Code requires that nursing homes, rest homes, and convalescent homes proposed in the MDR-1 zoning district be allowed conditionally, specifically, on proposed sites where it is found that the proposed use does not generate adverse impacts on properties and land uses within the immediate vicinity. According to Section 122-276 of the Code, the MDR-1 zoning district is established to accommodate a mixture of multiple-family structure types, supportive community facilities, and accessory land uses.

Surrounding Zoning and Uses:

North: Zoning: MDR-1: Use: Multifamily residential housing South: Zoning: MDR-1: Use: Multifamily residential housing East: Zoning: MDR-1: Use: Multifamily residential housing West: Zoning: MDR-1: Use: Multifamily residential housing

Uses Permitted in the MDR-1 Zoning District, per Section 122-277, Code of Ordinances

- (1.) Single family and two-family residential dwellings
- (2.) Places of worship
- (3.) Multiple-family residential dwellings
- (4.) Community centers
- (5.) Group homes with less than or equal to six residents as provided in Section 122-1246
- (6.) Parks and recreation, active and passive
- (7.) Special needs social services
- (8.) Protective services

Conditional Uses Permitted in the MDR-1 Zoning District, per Section 122-278, Code of Ordinances:

- (1.) Group homes with 7 to 14 residents as provided in Section 122-1246.
- (2.) Educational institutions and daycare.
- (3.) Nursing homes, rest homes, and convalescent homes.
- (4.) Public and private utilities.

Process:

Development Review Committee Meeting:March 25, 2010Tree Commission Meeting:To Be DeterminedPlanning Board Meeting:April 29, 2010City Commission Meeting:To Be Determined

Evaluation for Compliance with the Land Development Regulations: Major Development Plan

Section 108-91 (B.)(2.)(b.) of the City of Key West Land Development Regulations requires that the addition or reconstruction of 5,000 or more square feet of nonresidential floor area requires major development plan approval. Section 108-196(a) of the Land Development Regulations states "after reviewing a major development plan or a minor development plan for a property and staff recommendations, the Planning Board shall act by resolution to approve, approve with conditions, or disapprove it based on specific development review criteria contained in the Land Development Regulations and the intent of the Land Development Regulations and Comprehensive Plan."

Section 108-198 states that the City Commission shall approve with or without conditions or disapprove the development plan based on specific development review criteria contained in the Land Development Regulations and based on the intent of the Land Development Regulations and Comprehensive Plan. The City Commission may attach to its approval of a development plan any reasonable conditions, limitations or requirements that are found necessary, in its judgment, to effectuate the purpose of this article and carry out the spirit and purpose of the Comprehensive Plan and the Land Development Regulations. Any condition shall be made a written record and affixed to the development plan as approved. If the City Commission disapproves a development plan, the reasons shall be stated in writing".

Planning staff, as required by Chapter 108 of the City Code of Ordinances, has reviewed the following for compliance with the City's Land Development Regulations and Comprehensive Plan. The area proposed for the development on the site is part of a larger parcel. Therefore, the calculations for the entire Poinciana Housing site are being applied.

MDR-1 District Dimensional Regulations: Section 122-280					
	Existing Conditions	Zoning Regulations	Proposed Changes		
Zoning	MDR-1	MDR-1	MDR-1		
Maximum Floor Area Ratio	0.26	1.0	0.28		
Maximum Height	N/A	35 ft.	23'-10 ¼"		
Maximum Building Coverage	0.16%	50%	0.17%		
Maximum Impervious Surface Ratio	46.5%	60%	47.6%		
Minimum Lot Size ¹	333,837 square feet	10,000 square feet	333,837 square feet		
Setbacks ²	N/A	N/A	N/A		
Parking	0	1 space for each bed ³	Addition of 4 spaces		

¹ The proposed site lease area is 5,000 square feet

² Section 122-280 (6)(a.) does not provide minimum setbacks requirements for multiple-family and community facilities in the MDR-1 zoning district.

³ According to Section 108-572 (12), Schedule of off-street parking requirements by use generally.

Flood Zone	AF 7	AE 7	AE 7
Tiood Zone	TIL 1	/ 11. /	1 NL /

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

The City's Comprehensive Plan Objective 9-1.5 directs the City to ensure that facilities and services needed to support development are available concurrent with the impacts of new development. The analysis considers potable water, sanitary sewer, solid waste, drainage, vehicle trip generation and recreation. Section 94-36 requires a concurrency determination be made concerning proposed development. The applicant provided a concurrency analysis as part of this application. Staff has reviewed the provided concurrency analysis report and following criteria in Section 94-36, and has determined that the proposed project meets the City's requirements for concurrency management. This portion of the report shall serve as the required written determination of compliance.

1. The anticipated public facility impacts of the proposed development:

The applicant addressed Concurrency Management in the development plan and conditional use application. The proposed development is not anticipated to generate any public facility impacts.

2. The ability of existing facilities to accommodate the proposed development at the adopted level of service standards:

The Concurrency Management analysis concluded that the existing facilities are expected to accommodate the proposed project at the adopted level of service standards.

3. Any existing facility deficiencies that will need to be corrected prior to the completion of the proposed development:

The Concurrency Management analysis found that there are no existing facility deficiencies which will need to be corrected prior to the completion of the proposed development.

4. The facility improvements or additions necessary to accommodate the impact of the proposed development at the adopted level of service standards and the entities responsible for the design and installation of all required facility improvements or additions:

There are no facility improvements or additions that are necessary to accommodate the impact of the proposed development.

5. The date such facility improvements or additions will need to be completed to be concurrent with the impacts on such facilities created by the proposed development:

This criterion is not applicable, as there are no known facility improvements or additions that will need to be completed for the project.

Fire Protection:

Section 108-233 (8) of the City Code requires that existing and proposed fire hydrant locations be identified in relationship to the buildings. According to the Fire Marshall's office, there are adequate facilities on-site to service the proposed project.

Other Public Facilities:

Section 108-233 (10) of the City Code requires that a proposed development minimize adverse effects upon public facilities, such as educational, police, fire protection, recreational, electric power, health care, and disaster preparedness. Based on comments received at the DRC meeting, and based on the information in the concurrency analysis, the proposed major development plan is not anticipated to increase adverse effects upon public facilities.

Appearance, Design and Compatibility (Section 108-234):

1. Compliance with Chapter 102; Articles 111, IV and V:

The property is not located within the City's Historic District. Therefore, compliance with Chapter 102 is not necessary.

2. Compliance with Section 108-956:

Section 108-956 of the City Code requires that all development plans include commitments demonstrating that there is access to potable water, and that there is access to wastewater disposal systems. Based on the informational comments received at the DRC meeting, and the information provided in the concurrency analysis, there are no issues relating to these Code requirements.

3. Compliance with Chapter 110; Article II:

If any archeologically significant resources are discovered during the development of the site, the applicant will be required to comply with this article of the Land Development Regulations.

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

The project site is located in the MDR-1 zoning district. Nursing homes, rest homes, and convalescent homes are allowed conditionally in this zoning district. Based on the surrounding zoning and land uses, the proposed major development plan may be compatible with neighboring properties. However, the Department will consider any neighborhood impact concerns, should they arise, when making this analysis.

1. Appearance of site and structures (Section 108-236):

The development plan exhibits harmonious overall design characteristics, and appears to be in compliance with the performance standards stipulated in Sections 108-278 of the City Code.

2. Appearance of site and structures (Section 108-278):

The site appears to be in overall compliance with Chapter 108-278 of the City Code. The applicant is proposing to construct a two-story, framed structure. The design appears to be harmonious with the overall environment at Poinciana Plaza.

3. Location and screening of mechanical equipment, utility hardware and waste storage areas (Section 108-279):

This section of the Code requires that mechanical equipment or other utility hardware on roofs be harmonious with the building or be located/screened so as not to be visible from public right-of-way. Based on the proposed site plans, the applicant appears to comply with these provisions. The Department has been informed that air conditioning units will be installed as wall units. Additionally, the applicant is going to share the existing trash and recycle area (located in Spalding Court). No new refuse containers are being proposed on the site.

4. Utility lines (Section 108-282):

Existing utility lines are located outside of the lease area (please refer to the Specific Purpose survey). In new construction, the Code requires that all utility lines be placed underground. As of the date of this report, proposed utility lines are not indicated on the site plans.

5. Commercial and manufacturing activities conducted in enclosed buildings (Section 108-283):

This section of the City Code is not applicable to the proposed major development plan.

6. Exterior Lighting (Section 108-284):

No exterior street lighting has been proposed as part of the development plan. Three existing street light fixtures will service the site. Proposed exterior lighting for the facility will include lighting at the main entrance to the facility, and corridors of the units.

7. Signs (Section 108-285):

No signage has been proposed as part of the development plan.

8. Pedestrian sidewalks (Section 108-286):

No pedestrian sidewalks are being proposed as part of this development plan.

9. Loading docks (Section 108-287):

No loading docks being proposed as part of the development plan.

10. Storage Areas (Section 108-288):

No exterior storage areas are being proposed as part of the development plan.

On-Site and Off-Site Parking and Vehicular, Bicycle, and Pedestrian Circulation (Section 108-244):

Development plans shall satisfy on-and off-site vehicular and bicycle circulation, and parking requirements in Articles IV and VII of Chapter 108. The location of the parking lot that the applicant is proposing to utilize is located adjacent to the proposed structure, just off of Hoey Road. No concerns were raised by Development Review Committee members or Planning staff related to vehicular/bicycle circulation or parking requirements.

Housing (Section 108-245):

The applicant is proposing to construct a 16-bed managed care facility. The property is subject to a sub-lease agreement between the Housing Authority of the City of Key West and Samuel's House. According to the application submitted for development plan, the residents will be charged \$600.00 a month for rent, which will include utilities, amenities, and supportive services (page 3 of the project application).

Economic resources (Section 108-246):

This provision of the City Code is not applicable to the proposed Development Plan.

Special Conditions (Section 108-247):

The project is located within the MDR-1 zoning district, which is intended to accommodate supportive community facilities. The Key West Chapter 288 Military Base Reuse Plan conveyed the Poinciana parcel to the City specifically for multi-family uses, as well as for the provision of special needs, including emergency and transitional housing. The LRA approved a sub-lease agreement between Samuel's House and the Housing Authority of the City of Key West via Resolution 09-323, so that low-income housing could be provided for up to 16 clients.

Other special conditions proposed as part of the development plan include sustainable building practices. According to the applicant, the building is designed to achieve a minimum of LEED Silver Certification. Sustainable building features include: use of solar shades on windows to minimize heat gain, operable windows for winter time ventilation, natural day lighting to minimize lighting usage, solar water heating system, low maintenance interior finishes with high recycled content and high recyclability, standing seam metal roofing made of recycled content and high solar reflective capacity. In addition to these design practices, low volume fixtures are to be used throughout the building, and xeric landscaping will be utilized.

Construction Management Plan and Inspection Schedule (Section 108-248):

According to the applicant, the project is anticipated to commence by June 30, 2010, and is expected to be completed by December of 2010.

Open Space, Screening, Buffers and Landscaping (Article V and VI) of Chapter 108:

The proposed landscape plan requires Tree Commission approval. As of the date of this report, the Tree Commission has not reviewed the landscape plans. The applicant is proposing to maintain 52.4% of open space on the site, exceeding the minimum requirements in Section 108-346 of the Code.

Off-street Parking and Loading (Article VII) of Chapter 108:

The applicant is proposing one parking space per every four beds, pursuant to Section 108-572 (12), totaling four parking spaces. One handicapped parking space is being provided on the site. In addition, bicycle parking is provided adjacent to the structure. Overall, the proposed parking appears to meet the standards outlined in Article VII of Chapter 108.

Stormwater and surface water management (Article VIII):

The proposed development appears to meet all requirements of this section of the City Code.

Flood Hazard Areas (Division 4 - Sections 108-821 - 108-927):

The proposed development is located in the AE-7 flood zone.

Utilities (Article IX):

This portion of the Code requires that all development plans provide access to potable water, wastewater systems, and provide adequate water conservation measures. At the Development Review Committee meeting, the Florida Keys Aqueduct Authority stated that a 6" water main located on Spalding Court appeared capable of serving the project. According to the applicant, potable water conservation measures being applied include low-flow toilets and fixtures, double-pane windows, additional insulation, and xeric landscaping.

Evaluation for Compliance with the Land Development Regulations: Conditional Use Approval

Conditional Use Review (122-61)

A conditional use shall only be permitted on specific sites where the proposed use may be adequately accommodated without generating adverse impacts on properties and land uses within the immediate vicinity. Conditional uses shall be permitted only upon a finding that the proposes use satisfies this article.

(a) Findings:

Code Sec. 122-62 (a) provides, in part, that "a conditional use shall be permitted upon a finding by the Planning Board that the proposed use, application, and, if applicable, development plan comply with the criteria specified in this section, including specific conditions established by the Planning Board and or the City Commission during review of the respective application in order to ensure compliance with the Comprehensive Plan and Land Development Regulations. If the proposed conditional use is a major development pursuant to sections 108-165 and 108-166, the City Commission shall render the final determination pursuant to section 122-63. A conditional use shall be denied if the City determines that the proposed use does not meet the criteria provided in this section and, further, that the proposed conditional use is adverse to the public's interest. An application for conditional use shall only be permitted on specific sites where the proposed use may be adequately accommodated without generating adverse impacts on properties and land uses within the immediate vicinity".

The proposed site is located within the Poinciana Housing development area, which falls within the MDR-1 zoning district. The proposed facility is located within close vicinity to multi-family housing, and another managed care facility (Kathy's Hope).

(b) Characteristics of Use Described:

- 1) Scale and intensity
 - a. Floor Area Ratio (FAR):

The existing FAR on the site is 0.26 percent of the property. The proposed FAR on the site is 0.28 percent of the property. The maximum FAR allowed in the MDR-1 zoning district is 1.0, or the entire site.

b. Traffic Generation:

According to the transportation section of the applicant's concurrency analysis, it is anticipated that the average number of trips per unit per day are 6.59 trips, or approximately 59 new trips for the entire site. However, the applicant indicates that this number may be elevated, and that other factors (such as whether the residents have vehicles) may actually lower the amount of traffic generated.

c. Square feet of enclosed space:

The facility is proposed to be 5,030 square feet. No exterior enclosed space is being proposed as part of the major development plan or conditional use application.

d. Proposed employment:

The proposed conditional use is anticipated to generate two employees on the site.

e. Proposed number of service vehicles:

According to the applicant, one service vehicle will accommodate the site, however it will be shared between Kathy's Hope and Casa de Meredith. Samuel's House, Inc. currently utilizes one vehicle for Kathy's Hope, and because the proximity is so close to the proposed facility, the vehicle will be shared.

f. Off-street parking:

Four parking spaces are being proposed as a result of the application. This parking is being provided pursuant to Section 108-572 (12) of the Code. One of the spaces is a handicapped parking space.

2) On or Off-Site Improvements Required and Not Listed in Subsection (b)(1)

a. Utilities:

The proposed major development plan is not anticipated to negatively impact utilities currently servicing the existing Poinciana Housing development. According to comments received by Keys Energy at the Development Review Committee meeting, three to four pole line extensions may be required to provide adequate electricity. In addition, Keys Energy also requested that Samuels House coordinate with nearby AIDS Help when initiating the line extensions. The Florida Keys Aqueduct Authority indicated that a water main on Spalding Court seems capable of servicing the project.

b. Public Facilities:

Based on the concurrency analysis provided, it does not appear that the project will negatively impact public facility capacities.

c. Roadway or Signal Improvements:

It does not appear that any additional roadway or signal improvements will be necessary as a result of the proposed project.

d. Accessory Structures or Facilities:

No other accessory structures or facilities are being proposed as part of this application.

e. Other Unique Facilities/Structures Proposed as Part of On-Site Improvements:

Not applicable

3) On-Site Amenities Proposed to Enhance the Site:

a. Open Space

The proposed open space on the site is 52.4%, exceeding the minimum requirements in Section 108-346 of the Code.

b. Setbacks From Adjacent Properties:

The lease area is located within the Poinciana Housing parcel, and does not encroach into any overall parcel setbacks. The Code does not require setbacks to be imposed between other properties and the lease area. No life-safety concerns were raised as a result of the project.

c. Screening and buffers:

The landscape plan must be reviewed by the Tree Commission. The proposed plan, dated 4/12/10 provides landscape buffering around the perimeter of the facility.

d. Landscaped Berms Proposed to Mitigate Against Adverse Impacts to Adjacent Sites:

Though significant changes are being proposed to improve the landscaping on the site, no berms are being proposed.

e. Mitigative Techniques for Abating Smoke, Odor, Noise, and Other Noxious Impacts:

Noxious impacts are not anticipated as a result of the proposed conditional use request. The lease area is located adjacent to multi-family residential structures, as well as similar types of managed care facilities. As of the date of this report, public input has not been received by the Department. However, it may help inform staff of unanticipated impacts.

(c) Criteria for Conditional Use Review and Approval: Applications for a Conditional Use Review Shall Clearly Demonstrate the Following:

1) Land use compatibility:

The proposed use appears to be compatible with the surrounding properties. The structure is consistent in use and scale with adjacent and nearby land uses.

2) Sufficient Site Size, Adequate Site Specifications and Infrastructure to Accommodate the Proposed Use:

The size and shape of the lot are sufficient to support the proposed conditional use request. In addition, ingress, egress, and internal circulation are expected to accommodate the proposed use on-site. The urban design enhancements (screening, buffering, landscaping, and parking) being proposed are adequate to accommodate the proposed scale and intensity of the conditional use request.

3) Proper use of Mitigative Techniques:

It is anticipated that the proposed managed care facility will not adversely impact adjacent land uses or the environment. As mentioned previously, public input has not been received for the proposed conditional use. Public comment may indicate whether mitigative techniques need to be applied to the site.

4) Hazardous waste:

No hazardous waste is anticipated as a result of the conditional use proposal.

5) Compliance with applicable laws and ordinances:

The applicant will comply with all applicable laws and regulations.

6) Additional criteria applicable to specific land uses:

Applicants shall demonstrate the proposed conditional use satisfies the following criteria:

a. Land uses within a conservation area:

The proposed facility is not located within a conservation area, and does not encroach on environmentally sensitive lands.

b. Residential development:

The proposed development appears to comply with the MDR-1 dimensional requirements, appearance, design, land use compatibility, access, internal circulation, off-street parking, and site design requirements. Landscape approval has not been obtained as of the date of this report. However, it is a condition of this report that landscape approval be obtained by the Tree Commission.

c. Commercial or mixed use development:

No commercial development is being proposed.

d. Development within or adjacent to historic districts:

The project is not located within, or adjacent to the City's historic district.

e. Public facilities or institutional development:

The proposed project is not a public facility or institutional development, pursuant to Chapter 86 of the Land Development Regulations.

f. Commercial structures, uses and related activities within tidal waters: The proposed facility is not located within tidal waters.

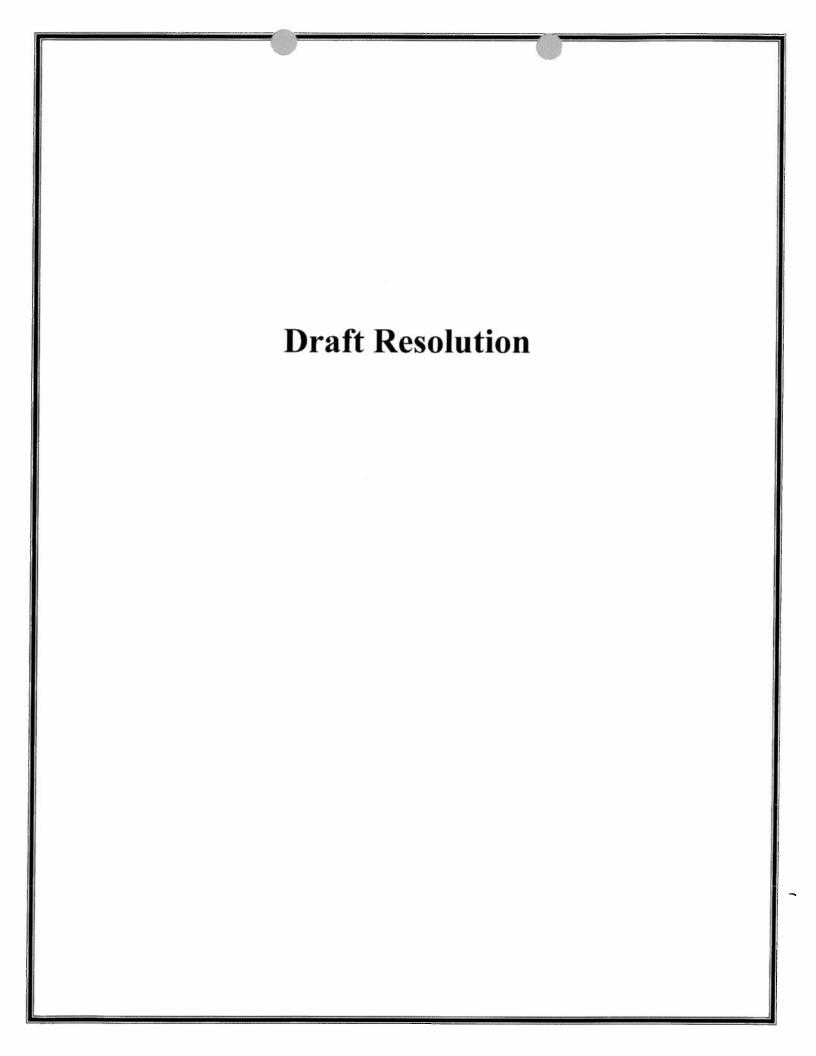
g. Adult entertainment establishments:

The proposed project is not subject to these Code requirements.

RECOMMENDATION:

The Planning Department, based on the criteria established by the Comprehensive Plan and the Land Development Regulations, recommends the request for major development plan and conditional use be **approved with the following conditions**:

- (1.) Building Permit Allocation System (BPAS) allocations are obtained.
- (2.) Landscape plan approval is obtained by the Tree Commission.



RESOLUTION NUMBER 2010-____

A RESOLUTION OF THE KEY WEST PLANNING BOARD GRANTING A MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE APPROVAL FOR PROPERTY LOCATED IN THE SPECIAL NEEDS AREA OFF THE 3200 BLOCK OF DUCK AVENUE/SPALDING COURT (RE# 00064740-000000) KEY WEST FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 108-91 (B.) (2.) (b.) of the Land Development Regulations requires that the addition or reconstruction of equal to or greater than 5,000 square feet of gross floor area requires major development plan approval; and

WHEREAS, Section 122-278(3) of the Land Development Regulations provides that nursing homes, rest homes, and convalescent homes may be allowed conditionally in the MDR-1 zoning district; and

WHEREAS, the applicant requested a major development plan and conditional use approval to allow the construction of a 16 bed managed-care facility in the MDR-1 zoning district; and

WHEREAS, this matter came before the Planning Board at a duly noticed public hearing on April 29, 2010; and

Page 1 of 4 Resolution Number 2010-xxx

Chairmar
Planning Director

WHEREAS, the granting of the major development plan and conditional use will be 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; and

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

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

Section 2. That the Planning Board recommends to the City Commission conditional approval of the application for major development plan and conditional use, per Section 108-91 (B.) (2.) (b.) and 122-278(3) under the Code of Ordinances of the City of Key West, Florida, as follows: To allow the construction and use of a 16-bed managed care facility (RE #00064740-000000), see attached plans signed and sealed 3/1/10 (sheets A-1, A-2,), 3/31/10 (sheets S-1, A-3, A-4), and 4/12/10 (sheets L-1, L-2, and C-1) with the following conditions:

- (1.) Building Permit Allocation System (BPAS) allocations are obtained.
- (2.) Landscape plan approval is obtained by the Tree Commission.

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.

Page 2 of 4
Resolution Number 2010-xxx

Chairman
Planning Director

Section 4. This major development plan and conditional use does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of 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 Commission.

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 will be rendered to the Florida Department of Community Affairs. Pursuant to Chapter 9J-1, F.A.C., this permit is not effective for forty five (45) days after it has been properly rendered to the DCA with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DCA can appeal the permit 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.

Page 3 of 4
Resolution Number 2010-xxx

_____Chairman
_____Planning Director

Authenticated by the Chairman of the Planning Board and the Planning Di	rector.
Richard Klitenick, Chairman	Date
Key West Planning Board	
Attest:	
Amy Kimball-Murley, AICP	Date
Planning Director	
Filed with the Clerk:	
Cheryl Smith, City Clerk	Date

Read and passed on first reading at a special meeting held this 29th day of April, 2010.

Page 4 of 4 Resolution Number 2010-<u>xxx</u>

Chairman
Planning Director

Development Plan & Conditional Use Application

City of Key West Planning Department 604 Simonton Street, Key West, FL 33040 (305) 809-3720

Historic District

Conditional Use

<u>Development Plan</u>

Majoi Minoi	X Yes No _X
Pleas	print or type and call the Planning Department if you have any questions.
1)	Site Address: a portion of land on Spalding Court, Key West, Florida
2)	Name of Applicant: Donald L. Craig, The Craig Company
3)	Applicant is: Owner Authorized Representative X (attached Authorization
4)	Form must be completed) Address of Applicant: 610 White Street, Key West, Florida 33040
5)	Applicant's Phone #: (305) 294-1515 Fax (305) 292-1525
6)	Name of Owner/Lessee: Samuel's House, Inc.
7)	Address of Owner/Lessee: 1614 Truesdell Court, Key West, Florida 33040
8)	Owner Phone #: 305-296-4219
9)	Zoning District of Parcel: MDR-1 (Medium Density Residential) RE# 00064740-000000
10)	Is Subject Property located within the Historic District? Yes No _X
	If Yes: HARC #
11)	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 atc. If there is more than one use, describe in detail the nature of each use. (Give concise lescription here and use a separate sheet if necessary) Please refer to attached bevelopment Plan description
12)	Has subject Property received any variance(s)? Yes No _X If Yes: Date of approval Resolution # Attach resolution(s).
13)	Are there any easements, deed restrictions or other encumbrances on the subject
,	property? Yes_X No If Yes, describe and attach relevant documents.
	The 7.66 acrs is limited to the homeless, low and very low income.
14)	A. For Conditional Uses and Development Plans, provide the information requested on the attached Conditional Use and Development Plan sheet. B. For Conditional Uses, include also the Conditional Use Criteria required under Chapter 122, Article III, Sections 122.61 and 122.62 of the Land Development Regulations (copy
	attached). 5. For Major Development Plans provide the additional information requested on the Development Plan Submission Materials (Sections 108.226 through 108.232 of the Land Development Regulations, copy attached) and other information as determined

***** 数据



by the Planning Staff.

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



Sec. 108-227. Title block.

- 1. Name of development: Casa de Meredith
- 2. Name of owner/developer: Samuel's House, Inc. (lessee per sub-lease with Housing Authority of Key West)
- 3. Scale: Please see plans.
- 4. North arrow: Please see plans.
- 5. Preparation and revision date: Please see plans.
- 6. Location/street address of development: a portion of land on Spalding Court, Key West, Florida

Sec. 108-228. Identification of key persons.

- 1. Owner: Samuel's House, Inc. (lessee per sub-lease with Housing Authority of Key West)
- 2. Owner's authorized agent: Donald L. Craig and The Craig Company
- 3. Engineer and architect: Engineer: Perez Engineering & Development, Inc.
 - Architect: Thomas E. Pope, Architect

Surveyor: Fred H. Hildebrandt

- 5. Landscape architect and/or environmental consultant: Thomas E. Pope, Architect
- 6. Others involved in the application: Land Planner: The Craig Company
- 7. A verified statement showing each and every individual person having a legal and/or equitable ownership interest in the subject property, except publicly held corporations whose stock is traded on a nationally recognized stock exchange, in which case the names and addresses of the corporation and principal executive officers together with any majority stockholders will be sufficient:

Sec. 108-229. Project description.

4.

- 1. Zoning (include any special districts): MDR 1 (Medium Density Residential 1) (RE# 00064740-00000)
- 2. Project site size (acreage and/or square footage): 333,837 s.f. or 7.66 acres
- 3. Legal description: 50' X 100' located on Block 19, Lots 2 thru 10 and part Lot 11 and part of land lying N of said Blk KW KW FWDN Subdivision Plat 2, PB1-189 (A/K/A Poinciana Housing Complex Homeless Housing).
- 4. Building size: 5,030 s.f.
- 5. Floor area ratio: permitted: 333,837 s.f. proposed: 5,030 s.f. (Casa de Meredith)
- 6. Lot coverage, permitted and proposed:
 - The site size for the valuation of development criteria is determined by the overall site size of the parcel dedicated to the housing of the homeless and homeless support agencies. This site is 7.66 acres. The following indicates compliance with

the standards of the Land Development Regulations based on the zoning of the site which is Medium Density Residential – 1. The analysis below assumes both the existing and proposed uses:

Lot/Building Coverage Allowed @ 40% Proposed 58,260 s.f. or 1.34 acres Impervious Surface Ratio Allowed @ 60% Proposed 158,926 s.f. or 3.65 acres

- 7. Impervious surface: Please refer to item 6 above.
- 8. Pervious surface: Please refer to item 7 above.
- 9. Landscape areas: 35% required; 52.4% proposed: The landscaping required for this project is both on the leased site and the consideration of that on the overall site of 7.66 acres. The open space landscaping on the leased parcel of 5,000 square feet is 1,225 square feet or 24.5% of the site. The total open space/landscape area of the 7.66 acre site is 174,911 square feet or 52.4%.
- 10. Parking spaces, permitted and proposed: 4 required; 4 proposed, plus 5 bicycle spaces and 3 scooter spaces.
- 11. Delineation of location of existing and proposed structures: Please see plans.
- 12. Existing and proposed development type denoted by land use including density/intensity. The Casa de Meredith project will be placed on that portion of the Poinciana Housing site acquired from the United states of America and subsequently transferred to the City of Key West acting as the Community Redevelopment Agency. This parcel has been designated by the City as the appropriate location of housing for the homeless, infirm and those needing assistance in the from of both housing and medical and or other social services in order to provide safe and adequate housing. On this site are housing units for both short and long term use wherein services for support are provided, together with office space for agencies providing other assistance to the eligible population both on and offsite. The siter size of this entire are is 7.66 acres. The City in previous applications for the establishment of housing that also provides the necessary services for the comfort, health and support of the clients of the agency providing the housing have used provisions of the Land Development Regulations which classify such housing as being analyzed using a floor area ratios model rather than the traditional density model. The City's use of these provisions was found compliant with the Comprehensive Plan and the Land Development Regulations by the Monroe County Circuit Court in the case involving the AIDS Help, Inc. project also to be located on the same area of Poinciana that will contain the Casa de Meredith project and programs. Therefore, in order to appropriately analyze the intensity/density of Casa de Meredith, one must review all the housing with services provided using the same method - in this case - the floor area ratio model. The site area devoted to this use is 7.66 acres.

Based on the following list of the housing providers at the Poinciana site and the service providers with no housing also at the site, the following is the intensity/density calculation:

Total Floor Area - Office Only Uses: 9,111 square feet

Total Floor Area - Total Dwelling Units with No Ongoing services: 14

Total Floor Area – Housing with Services AIDS Help, Inc Model – Fitting Definition of Institutional Use /Nursing Home both Existing and Proposed: 83,807 sq. ft.

Allowed Density in MDR-1 Zoning District - 7.66 acres x 8.0 dwelling units /acre = 61 Units

Existing Density of 14 dwelling units is 30% of allowed density

Allowed Floor Area Ratio in MDR-1 is. = 333,837 s.f. or 7.66 acres

Existing and Proposed Floor Area (FAR) is 92,918 s.f. which is 28% of allowed **FAR**

1743			Square Feet		
Address	Agency	Total	Office	Living	Units
1614 TRUESDALE	S.HOUSE	5,880	1,461	4,419	
1615 TRUESDALE CT	FKOC	4,620	654	3,966	
1616 TRUESDALE CT	FKOC	5,280	NONE	5,280	
1617 TRUESDALE CT	MARC H.	5,280	NONE	5,280	
1618 TRUESDALE CT	FKOC	5,880	1,103	4,777	
1619 TRUESDALE CT	VA	6,384	526	5,858	
1620 TRUESDALE CT	FKOC	5,280	NONE	5,280	
1621 SPALDING CT	FKCS	4,256	NONE	4,256	
1621 SPALDING CT	CATHOLIC C.	2,128	NONE	2,128	2
1622 SPALDING CT	PEACOCK H.	5,880	NONE	5,880	
1623 SPALDING CT	HELPLINE	1,052	1,052	0	
1623 SPALDING CT	WESLEY H.	1,052	1,052	0	
1623 SPALDING CT	D.A.S	2,104	526	1,578	4
1624 SPALDING CT	PEACOCK H.	5,880	754	5,126	
1625 SPALDING CT	KWHA	4,620	NONE	4,620	4
1626 SPALDING CT	KWHA	5,880	NONE	5,880	4
1613 HOEY DRIVE	Kathy's H.	4,220	NONE	4,220	
AIDS HELP PROJECT	AIDS HELP	26,418	1,983	24,435	
CASA DE MEREDITH	SHAL	5,030	NONE	5,030	
TOTALS		107,124 s.f.	9,111 s.f.	98,013 s.	f. 14
TOTAL FLOOR AREA	FI			83 807 c	f

T AIDS HELP MODEL

83,807 s.f.

TOTAL FLOOR AREA

9,111 s.f. + 83,807 s.f. = 92,918 s.f.



13. Setbacks:

	Required	Proposed
Front	10 ft.	10 ft.
Street Side	20 ft.	20 ft.
Side (Max.)	15 ft.	15 ft.
Rear	20 ft.	20 ft.

Sec. 108-230. Other project information.

- Proposed stages or phases of development or operation and facility utilization.
 The project will be completed in one phase for efficiency.
- 2. Target dates for each phase. Start June 30, 2010
- 3. Expected date of completion: December, 2010
- 4. Proposed development plan for the site: Please see attached.
- A written description of characteristics of the proposed development (i.e., number and type of residential units; floor area by land use; number of tourist accommodations units; seating or parking capacities; number of hospital beds; any proposed outside facilities or areas to be used for storage, display, outside sales, waste disposal or similar use; and any other proposed uses): Please refer to the Development Plan description attached hereto.
- 6. For planned unit developments, indicate design techniques (i.e., clustering, zero lot line, or other techniques) used to reduce public facility costs, reduce disturbance of natural resources, and preserve scenic quality of the site: NA
- 7. Buildings and siting specifications which shall be utilized to reduce damage potential and to comply with federal flood insurance regulations.
 - The site is within an "AE-6" Flood Zone.
- 8. Protection against encroachment together with proposed mitigation measures to be employed within environmentally sensitive areas: NA

Sec. 108-231. Residential developments.

- (a) If the development includes residential units, the following characteristics shall be discussed in the written description:
 - (1) A breakdown of the proposed residential units by number of bedrooms: Seven (7) 2-bedroom and two (2) efficiency studio
 - (2) Tenure (i.e., owner-occupied or rental): rental
 - (3) Structure type, such as single-family, duplex, multiple-family, mobile home: Multi-family

(b) Refer to division 10 of article V of chapter 122 for information and legal instruments needed to satisfy the city's affordable housing requirements: All units are affordable and meet this criteria.

Sec. 108-232. Intergovernmental coordination.

The development plan shall contain the following pertaining to intergovernmental coordination:

- (1) Provide proof of coordination with applicable local, regional, state and federal agencies, including but not limited to the following agencies, that will be involved in the project: See attached letters requesting coordination.
 - a. South Florida Regional Planning Council (SFRPC): NA
 - b. Keys Energy Service: Letter forthcoming
 - State Department of Environmental Protection (DEP): NA
 - d. Army Corps of Engineers (ACOE): NA
 - e. South Florida Water Management District (SFWMD): NA
 - f. State Department of Transportation (DOT): NA
 - g. State Department of Community Affairs (DCA): NA
 - h. Florida Keys Aqueduct Authority (FKAA): Letter forthcoming
 - i. State Fish and Wildlife Conservation Commission (F&GC): NA
 - The county: NA
- (2) Provide evidence that any necessary permit, lease or other permission from applicable local, regional, state and federal agencies has been obtained for any activity that will impact wetland communities or submerged land: NA
- (3) When intergovernmental coordination efforts are incomplete, the applicant shall provide evidence of good faith efforts towards resolving intergovernmental coordination issues.



Casa de Meredith Major Development Plan and Conditional Use Application

Development Plan

Description of the Project

Project Purpose, Goals and Performance Measures - "Casa de Meredith" will be a housing facility in Key West specifically for homeless/chronically homeless women recovering from addictions and/or with dual diagnosis and their children. A zero vacancy rate and a waiting list to live at the facility are anticipated. For that reason, potential residents must meet certain requirements before being considered. Eligibility requirements will include:

- Must meet the HUD criteria for chronic homelessness
- _ Must meet the HUD disability criteria
- Must meet the HUD income criteria (No minimum income is required.)
- Must have the ability to live in independent housing
- _ Must sign a lease and be responsible for monthly rent
- Must have at least three months of recovery if coming from a substance abuse treatment program
- _ Must be willing and able to pass drug screen and future random drug screens
- _ Must participate in on-going case management, treatment and/or appropriate services

The overall successful outcome for residents of "Casa de Meredith" is that each becomes a healthy and productive member of society as well as a positive role model for her children. As a subset of this outcome Samuel's House, Inc. has established its own long-term goals for the residents of "Casa de Meredith". They include:

- Women will be living with a goal to remain substance free and mentally sound.
- Women will recover their health.
- Women will maintain their sobriety by random drug testing.
- Women will become and remain employed.
- Children of these women will be able to stay with their mothers / legal guardians.

To measure of these goals, Samuel's House, Inc. will actively participate in the HUD Homeless Management Information System (HMIS) strategies HMIS and maintain case management records on each of the residents.

Performance Measures – In the 2008 Continuum of Care, as amended, SHAL has clearly defined the goals to be utilized in development of "Casa de Meredith". They are measurable and relate to the 2008 SHAL Continuum of Care plan, as amended. To follow the SHAL guidelines and to meet the specified goals, Samuel's House has developed a set of Outcomes and Performance Measures to be accomplished by specific dates:

Outcome	Performance Measure	Date
Project will begin, proceed and be complete in a timely manner	_Speedy execution of all agreements and contracts with SHAL, the State, City of Key West and building contractor _Regular meetings of and reports from the Project Development Team _Problematic issues quickly addressed	As each issue arises
Meet Goal 1 of the 2008 Continuum of Care, as Amended Create new Beds for chronically homeless persons	Construct Nine units with Sixteen Bedrooms for Women with Substance Abuse Addictions and/or who have been dually diagnosed, and their children Retain "Casa de Meredith" for target population - no less than 10 years Seek additional project funding through grants and other sources	By July, 2010 and ongoing for no less than 10-years
Meet Goal 5 of the 2008 CoC, as Amended: Decrease the number of homeless households with children	_ Qualify and place women and women with children into "Casa de Meredith" _ Seek additional project funding through grants and other sources _ Provide housing for women with children who cannot keep their families together without structure in their lives _ Provide safe environment that emphasizes quality of life and housing retention	By July, 2010 and ongoing for no less than 10-years
Meet Goal 7 of the 2008 CoC, as Amended: End chronic homelessness by increasing housing and supportive services	Reserve five of the sixteen "Casa de Meredith" bedrooms for women who are chronically homeless and their children Provide an array of supportive services for chronically homeless women and their children who reside at "Casa de Meredith"	By July, 2010 and ongoing for no less than 10-years
Meet Goal 10 of the 2008 CoC, as Amended: Sustain current services for those who are homeless, with a focus on mental health, substance abuse and chronic homeless	_ Continue providing an array of mental health and substance abuse services for homeless and chronically homeless residents of "Casa de Meredith"	By July, 2010 and ongoing for no less than 10-years

132300

Project Construction: The Southernmost Homeless Assistance League (SHAL), as the lead agency for the Monroe County Continuum of Care is requesting \$750,000 in grant funds from the Florida Department of Children and Families, Office on Homelessness. Grant funds will be used to construct "Casa de Meredith", a project to be built and operated by Samuel's House, Inc. Both SHAL and Samuel's House, Inc. are experienced providers in the development and operation of housing and HUD funded programs. An example of their partnership and combined experience is the "Kathy's Hope" facility, built in 2005 utilizing HHA and other funds. "Kathy's Hope" is a permanent housing facility operated by Samuel's House and occupied by homeless and chronically homeless women and their children in Key West.

"Casa de Meredith" will be a 9-unit living facility with sixteen bedrooms constructed to exclusively house homeless/chronically homeless women with addictions and/or those who have been dually diagnosed. Five of the sixteen bedrooms will be reserved for use by chronically homeless women and their children. Appropriate living space is planned for the children of these women so that the families can live together, but not be confined to the same room. Included in the construction will be two ADA compliant units for a single woman or a handicapped woman with children.

In determining whether to construct a facility or to rehab an existing one, projected rental costs were considered. The latest estimate to rent an "affordable" efficiency apartment in Key West is \$1,400.00 per month, or approximately \$325 per week. This does not include the cost of utilities or the first/last month's rent and security deposit that are generally required. With this in mind, SHAL, Samuel's House, Inc. and the Project Development Team made the decision to build a new, modular facility at Hoey Road in Poinciana Plaza, Key West. The \$600.00 rent charged to residents will include utilities, amenities, and a supportive services component that will be available to further help the women in their search for quality of life and permanent housing retention. As word of "Casa de Meredith" has spread throughout the homeless population, several women have expressed interest in living there.

TL Keys Construction, the builder for this project, has quoted construction and soft costs at \$750,000. Costs have been held to a minimum due to the modular construction chosen for the facility. A portion of the necessary building permit fees will be paid by the builder and others are anticipated to be waived. Other inclusions in the cost estimate include utility hook ups, and construction to withstand 150-MPH wind-load. As this facility will be new construction and no one is living on the site, no relocation will be required. And, because the land adjacent to the new facility is currently utilized for housing, there will be no environmental issues as there might have been if the property had never been developed. All local, HUD and other building codes will be followed for the standard units as well as the handicapped unit. Plans, specifications and site maps for "Casa de Meredith" are attached to this application.



The nine unit sixteen bedrooms will be constructed in a two-story building in a single phase. All bedrooms can be retrofitted to accommodate one or two beds, depending on individual circumstance. The handicapped bedrooms and bathroom will be located on the first floor (Units One and Two) of "Casa de Meredith". One unit will be efficiency and the second will be a two-bedroom unit.

Exterior construction of "Casa de Meredith" will include several features that will add to the safety of the residents including a metal roof with a high wind load rating, insulated steel exterior doors with deadbolt locks, weatherproof outlets, and upgraded exterior lights. Interior features of "Casa de Meredith" will include smoke detectors, ceramic tile floors, 2" blinds, solid wood front cabinetry, laminated counter tops, furniture and appliances; a stove, refrigerator, dishwasher, washer and dryer. To contribute to quality of life for residents, other amenities will include cable TV in each bedroom. Telephone service jacks will be installed in each bedroom for those who want to have private phone lines at their own expense. The bedrooms and living rooms will be fully furnished.

M

C170 Casa De Meredith



The Craix Company

Comprehensive Planning Resort/Tourism Planning Land Use Regulation Development Feasibility Site Design Expert Witness

Mailing address: P. O. Box 970 Key West, FL 33041-0372

Office location: 610 White St. Key West, FL 33040

Phone: 305/294-1515 Fax: 305/292-1525

E-mail: don@craigcomapny.com

E

TO:

Amy Kimball- Murley

Director of Planning, City of Key Wes

M

FROM: DATE:

Donald Leland Craig, AISP March 31, 2010

RE:

Casa de Meredith - Criteria for

Definition DRC Comments

U _{CC:}

Elmira Leto, Tom Pope, Allen Perez

And Jodell Roberts

R

Amy, at the Development Review Committee meeting held last Thursday regarding the proposed Casa de Meredith several questions and requests arose from staff. First, a licensed landscape architect must prepare the landscape plan. A licensed landscape architect has been commissioned to prepare this plan and it will be submitted shortly.

A

Second, the City has asked that the project description be augmented those services to be provided to the residents of the facility such that it meet the criteria contained in the definition of "nursing home" found in the Land Development Regulations, section 86-9, Land Use Classifications, (2) h. Supplement 10 of the City Code. The planned Casa de Meredith will provide the following services for homeless women, and women with children who are infirm due to substance addiction and/or mental health, but who are sober and in programs for recovery:

N

• Healthcare referrals to agencies that are partners for services for Samuels House, Inc. residents

D

• Food service via food deliveries for those unable to cook, and on site food preparation for these same persons and shared consumption for those living at the facility.

• Mental and occupational therapy referrals by the providers of the facility and contracted local professionals paid by grants and other sources and by volunteers qualified to provide such services.

U

Third and last the floor area ratios, building coverage, open space and impervious surface ratios reported on the submitted plans and the written applications support and description are now consistent and three revised pages of the application are attached to this memorandum.

M

March 2, 2010

The Craig Company

Comprehensive Planning Resort/Tourism Planning Land Use Regulation Development Feasibility Site Design Expert Witness

Mailing address: P. O. Box 970 Key West, FL 33041-0970

Office location: 610 White St. Key West, FL 33040

Phone: 305/294-1515 Fax: 305/292-1525 E-mail: don@craigcompany.com

VIA HAND DELIVERY

Ms. Amy Kimball-Murley Planning Director City of Key West 604 Simonton Street Key West, Florida 33040



Subject: Casa de Meredith

Minor Development Plan Application

Site: Portion of land located on Spalding Court, Key West, Florida

RE Number: 00064740-000000

Dear Amy:

On behalf of our client, Samuel's House, Inc., enclosed is a Minor Development Plan Application for the development of Casa de Meredith, a housing facility specifically for homeless/chronically homeless women. The facility as proposed will be a 9-unit facility with 16 bedrooms in a 2-story building, 4 parking spaces and landscaping. The facility will be located on a 50' x 100' site which is a portion of the area known as 'Poinciana Housing' located on Spalding Court, Key West.

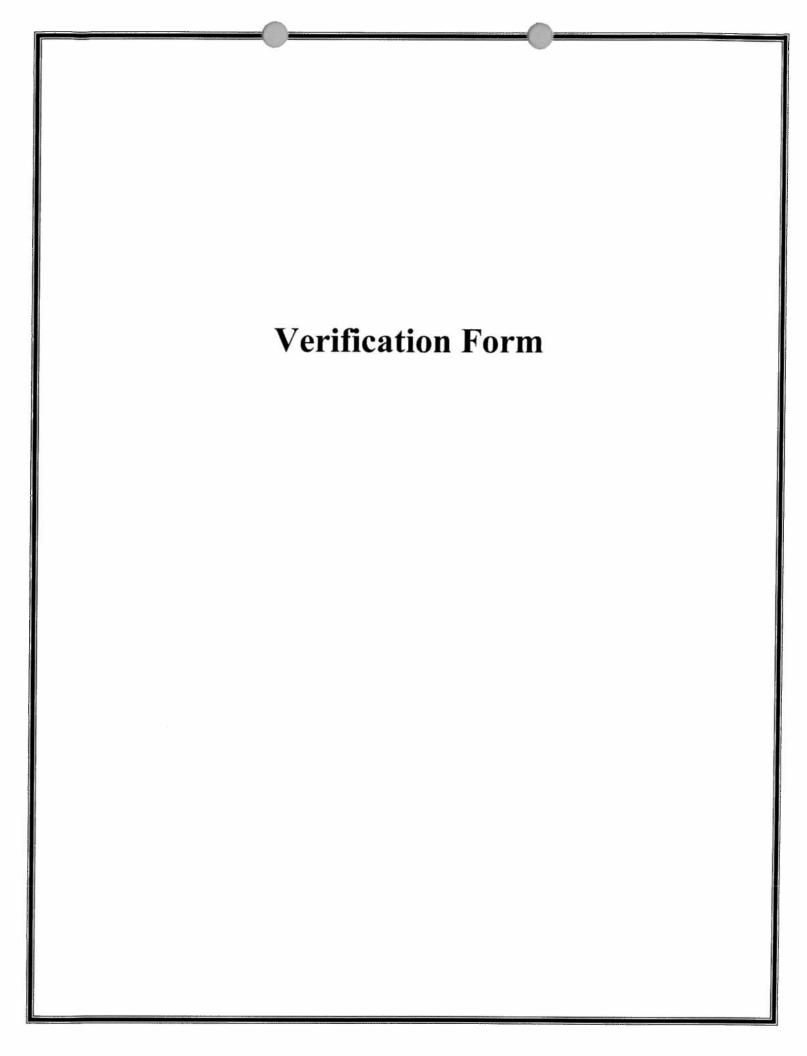
With this letter we provide an original application with appendices, including 10 sets of large scale plans, a CD with of the application in .pdf format, a CD of the plans in .pdf format and \$2,150 check for the application filing fee. Please review the enclosed and schedule the application to go before the next DRC, which would be March 23. Thank you and it is a continuing pleasure to work with you.

Very truly yours

Donatd L. Craig, AICP

DLC/jr Enclosures

Cc: Samuel's House, Inc.

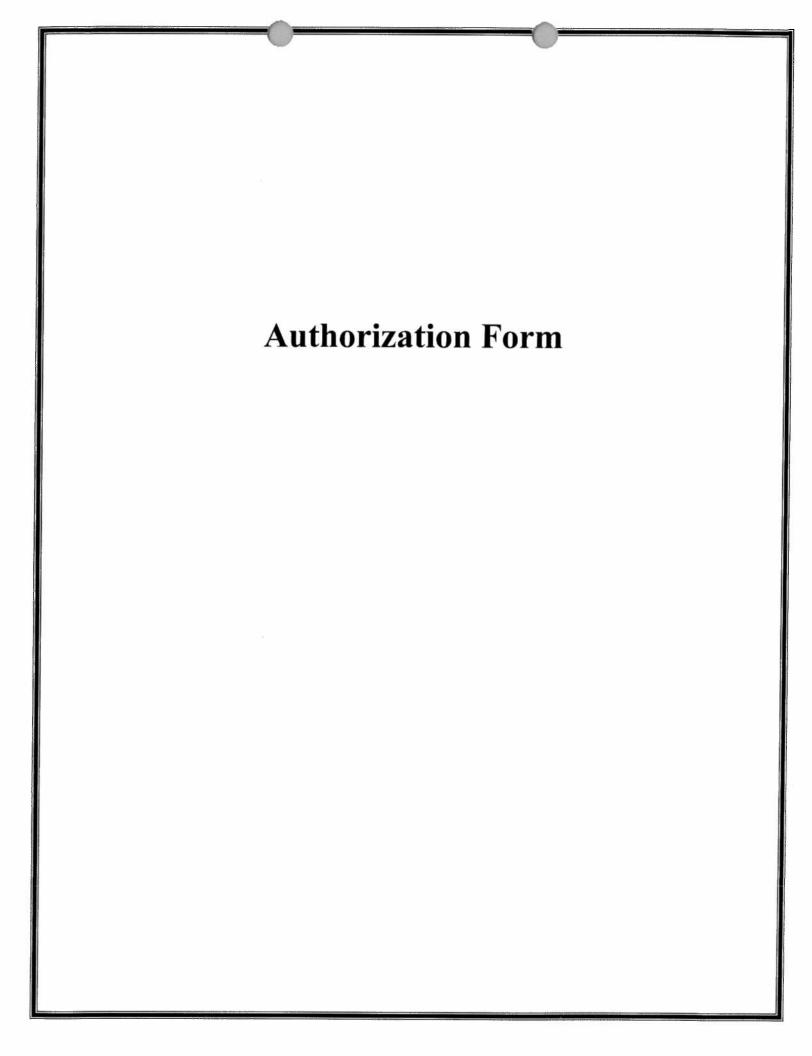


Verification Form

Please note, variances are quasi-judicial hearings and it is improper to speak to a Planning Board or Board of Adjustment Member about the variance outside of the hearing.

This form should be completed by the applicant. Where appropriate, please indicate whether applicant is the owner or a legal representative. If a legal representative, please have the owner(s) complete the following page, "Authorization Form."

Name(s) of Applicant(s) Name(s) of Applicant(s)
that: I am (check one) the Owner X Owner's Legal Representative for the property identified as the subject matter of this application:
Casa de Meredita, portion of Land on Spalking Court, Key West, Floride Street Address and Commonly Used Name (if any)
All of the answers to the above questions, drawings, plans and any other attached data which make up this application, are true and correct to the best of my knowledge and belief and that if not true or correct, are grounds for revocation of any action reliant on said information.
Signature of Owner/Legal Representative Signature of Joint/Co-owner
Subscribed and sworn to (or affirmed) before me on Marcus, 2015 (date) by
Dorde C. Clary (name). He/She is personally known to me or has
presented as identification.
JODELL ROBERTS Commission DD 741679 Expires January 31, 2012 Bonded Thru Troy Fain Insurance 800-385-7019 Name of Acknowledger typed, printed or stamped
Title or Rank Commission Number (if any)



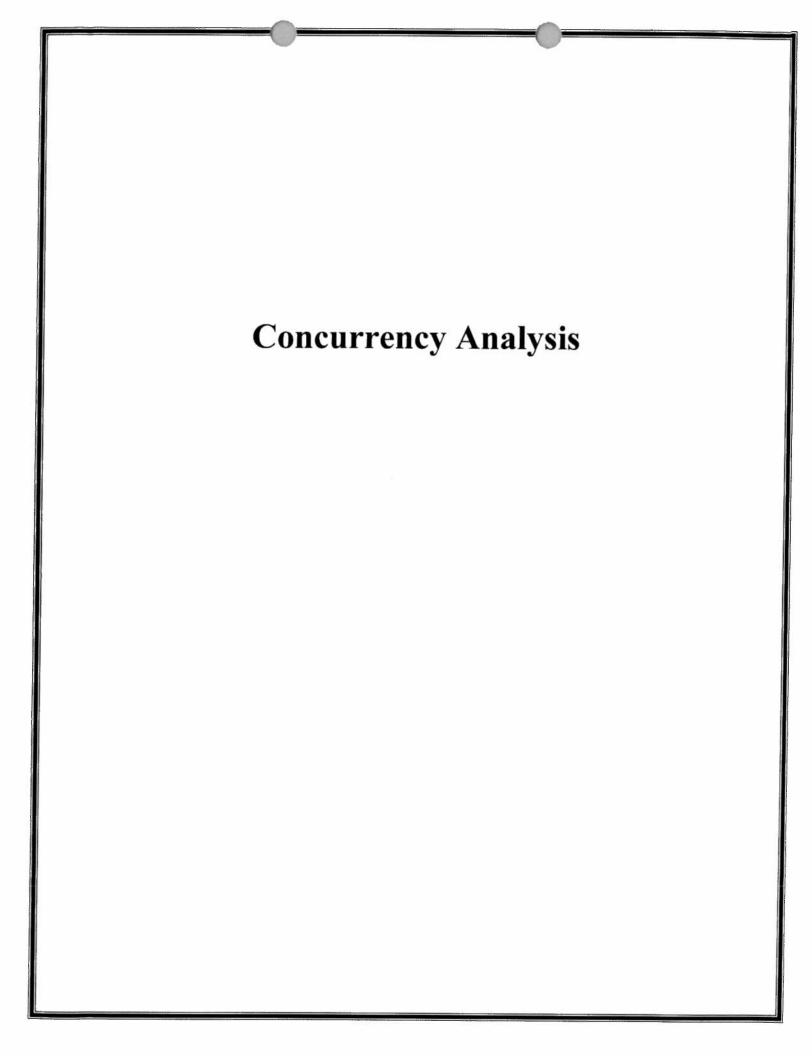
Authorization Form

Please note, variances are quasi-judicial hearings and it is improper to speak to a Planning Board or Board of Adjustment Member about the variance outside of the hearing.

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

I, Elmira Leto, CEO - Samuel's House, Inc authorize Please Print Name(s) of Owner(s)/Lessee
Please Print Name of Representative
to be the representative for this application and act on my/our behalf before the Planning Board.
Eni Zitel
Signature of Owner / Lessee Signature of Joint/Co-owner if applicable
Subscribed and sworn to (or affirmed) before me of facts (24, 20/0 (date) by
Please Print Name of Affiant
He/She is personally known to me or has
JANE CRUZ MY COMMISSION # DD 887712 EXPIRES: September 7, 2013 Bonded Thru Notary Public Underwriters Notary's Signature and Seal
Name of Acknowledger printed or stamped
Title or Rank

DD887712 Commission Number (if any)





Casa de Meredith – Major Development Plan and Conditional Use Application

Concurrency Analysis

Pursuant to Chapter 94 of the City of Key West Code, the proposed Casa de Meredith project has been evaluated below for concurrency requirements of the following facilities: potable water, sanitary sewer, solid waste, drainage and roads. The proposed project consists of 9 units of housing composed of 7 two-bedroom units and two studio units located within the 7.66 acre site chosen by the City Redevelopment Agency as one site for housing the homeless and the support services needed by homeless and disable persons.

POTABLE WATER

Section 94-68 of the City of Key West Code sets the level of service standard for potable water for residential uses at 93 gal/person/day.

Utilizing this level of service standard:

The capacity of the **proposed** use of the subject property would be:

93 gal/person/day for 18 persons (assuming an average of 2 persons per unit) = 1674 gal/day

The building will utilize the following technologies that will reduce overall potable water demand:

- Ultra low flow toilets
- Xeric landscaping
- · Low flow fixtures in all units

The existing site is currently serviced with potable water by Florida Keys Aqueduct Authority (FKAA) with a 4" potable water service line and a fire line. The existing 4" service line is connected to an 8" water main located on Duck Avenue. FKAA has been notified of the upcoming development and has available capacity to service the proposed development with the existing infrastructure currently in place. The applicant will pursue final FKAA permit approvals for potable water service prior to construction.

SANITARY SEWER

Section 94-67 of the City of Key West Code sets the level of service standard for sanitary sewer for residential uses as 100 gal/person/day.

Utilizing this level of service standard:

The capacity of the **proposed** use of the subject property would be:

100 gal/person/day for 18 persons = 1,800 gal/day

Since the proposed facilities are replacing an existing fully developed area, the level of service standard for sanitary sewer would remain unchanged.

The existing site uses the wastewater collection mains on Duck Avenue for connection to the Key West sewage collection and treatment system. The project components will connect to the sewer main in the same location or through one new connection, depending on final engineering, considering efficiency and any necessity for redundant connections.

SOLID WASTE

Section 94-71 of the City of Key West Code sets the level of service standard for solid waste for residential uses at 2.66 lb/capita/day.

Utilizing this level of service standard:

The capacity of the existing use of the subject property would be:

2.66 lb/capita/day for 18 residents = 47 lb/day

The combination of new technologies, together with the recycling function will result in a conservative estimated efficiency of 65% resulting in a project solid waste flow of 31 pounds per day, assuming the average resident load of 18.

The solid waste collection service for the subject site is provided by the City of Key West Solid Waste Department. After collection, the solid waste is hauled away by and disposed of by Waste Management. Due to the expected decrease in solid waste generation, no adverse impact will result to the solid waste service by the proposed Casa de Meredith project.

DRAINAGE

Section 94-69 of the City of Key West Code sets the drainage level of service standard as: 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) stormwater facilities must be designed so as to not degrade the receiving body of water.

In order to manage stormwater from the site, a series of swales will be receiving water via channeled sheet drainage, thus retaining all site stormwater drainage on



the property. The proposed project satisfies the drainage concurrency by providing on-site retention of runoff, as detailed in the drainage plans and calculations portion of the application. As the system is designed for complete on-site retention, the proposed project will not discharge/degrade any surrounding water bodies. By providing the proposed drainage system and providing for on-site retention and disposal of stormwater, the proposed project will satisfy concurrency requirements.

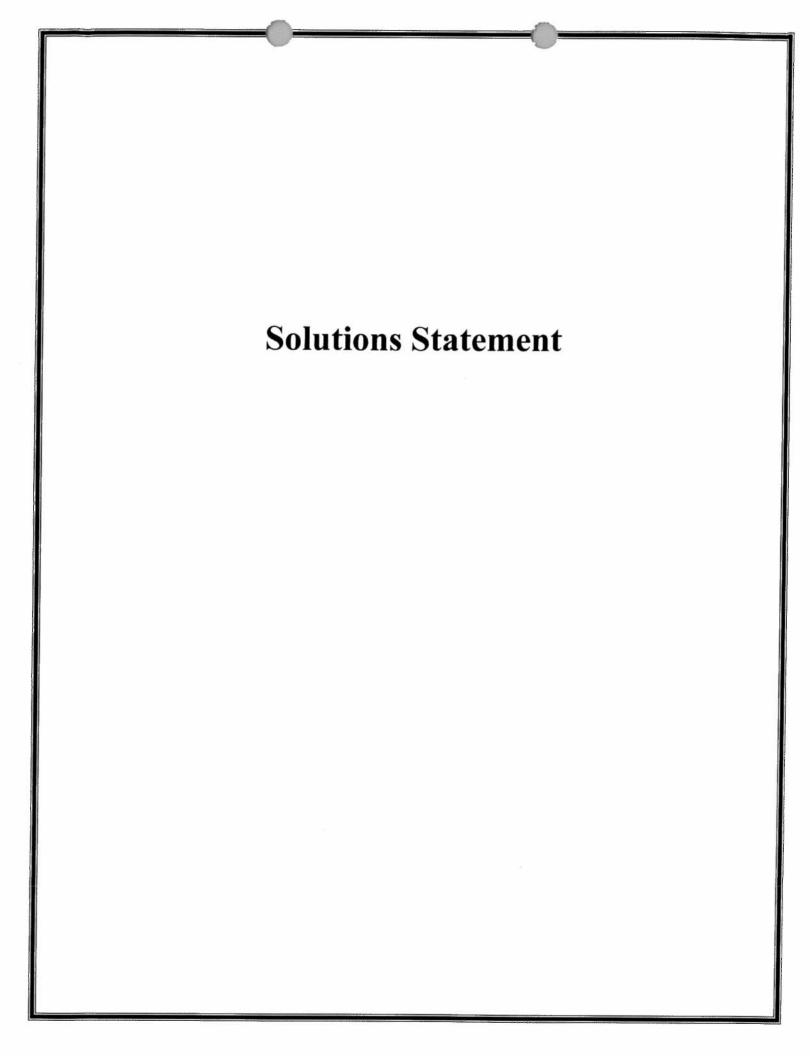
ROADS

Section 94-72 of the City of Key West Code sets the level of service standard for roads. In order to satisfy concurrency requirements, the following Planner's Traffic Study was conducted as has been allowed by the City Planning Director.

The Craig Company staff visited the site at morning peak hour and during the week at mid-day to assess the existing traffic generated by the housing and institutional services uses. The staff also consulted the Trip Generation Manual 6th Edition, 1997. published by the Institute of Transportation Engineers to determine the most appropriate and closest "like" type of use listed in the Manual on which to base a derived traffic generation. There is no listing in the manual for homeless shelter. homeless housing or for institutional housing use where the residents are mobile. The closest category for this two-story nine unit building is the "lowrise" or "garden" apartment. Based upon the observed situation wherein the units in the 7.66 acre parcel having a staggered and prolonged morning rush hour, the most effective and conservative measurement to use to determine traffic impact is the "weekday occupied units" criteria found in the Manual for this use. This analysis assumes, due to demand for this type of housing with service support, that all the units are occupied 100% of the time. The average number of trips per unit is 6.59 per day. For the nine units in Casa de Meredith this would translate to 59 new trips per day. This is a very conservative calculation and should be reduced substantially due to several factors:

- The client residents of Casa de Meredith are former homeless once resident in the facility and meet the affordable housing criteria of the City and most likely do not have automobiles.
- The last census reported an alternative use of bicycles and scooters amounting to almost 18% of the daily work trips in the City.
- The City provides transit access at Duck Avenue and Monroe County provides para-transit to individual buildings, including this area within the 7.66 acre site.

Based on this set of circumstances, a conservative reduction of the total trips would be 40% yielding a total new daily trip generation of 36 trips. Assuming due to its strategic location closer to A1A than to the City center, work related travel on the higher capacity A1A would attract more trips, so a 50% split West and East on Duck avenue would occur. The small number of trips spread across the day would not have an adverse effect on the adopted level of service for Duck avenue which is "D". Therefore, the impacts from the project are expected to be small and not negative.



Casa de Meredith – Major Development Plan and Conditional Use Application



Solutions Statement

Stormwater Runoff - The existing site is totally developed and has had drainage improvements added over the 50-year life span of the present facility, not all of which meet present standards of the City. In order to manage stormwater from the site, a series of swales will hold and channel sheet drainage, thus retaining all site stormwater drainage on the property.

Potable Water Conservation – Several solutions have been proposed that will aid in the saving of potable water. They are:

- Extensive use of xeric landscaping throughout the project.
- Use of ultra low volume fixtures in the entire building.

Waste Disposal - Recycling is an integral part of the design of the building and a specific area within the building has been designated for recycling.

Energy Consumption – Sustainability has been a fundamental design principle and has driven many aspects of the project. The building is designed to achieve a minimum of LEED Silver Certification. Some of the sustainable building features are:

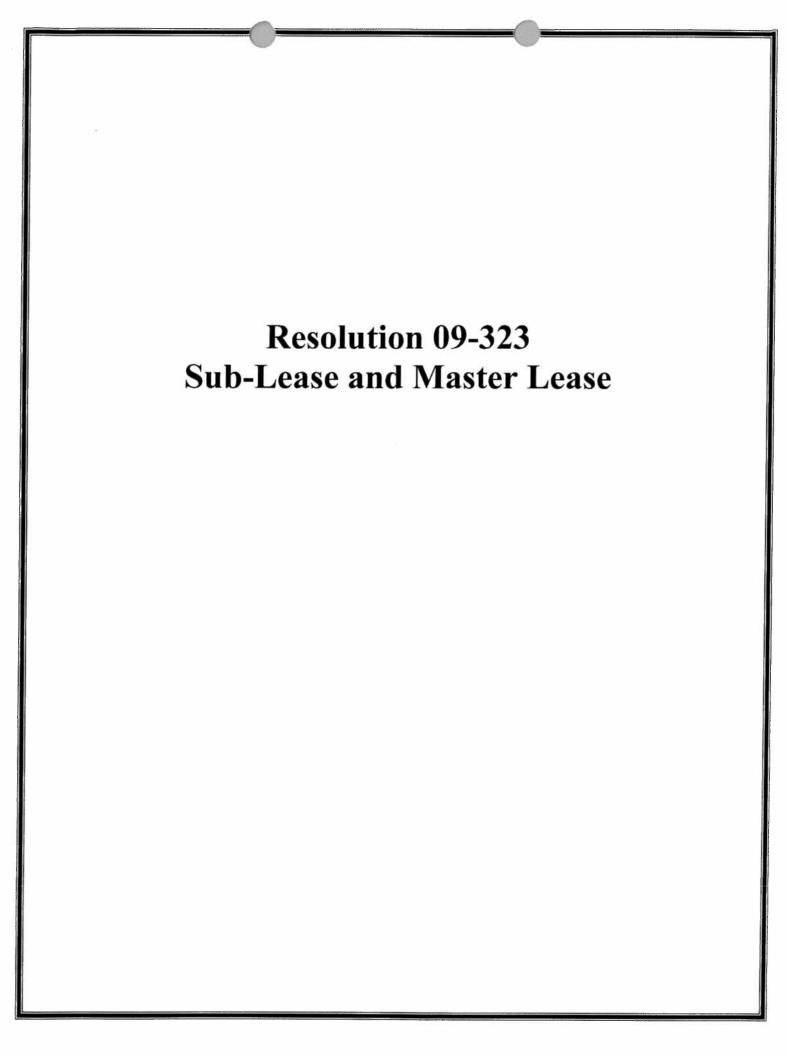
- Use of solar shades on windows themselves to minimize heat gain.
- Operable windows for winter time ventilation.
- Energy use in lighting will be minimized by providing the occupied spaces with natural day lighting.
- Solar water heating system.
- Durable, low maintenance interior finishes with high recycled content and high recyclability to be used throughout.
- Standing seam metal roofing to be of high recycled content and possess a high solar reflective index.

Affordable Housing – This project by its definition is affordable housing – all nine units providing needed services and housing to the indigent and homeless. Please see mission statement and project description.

Impacts on Neighbors from Lighting, Traffic and Parking – This project is located in an area of 7.66 acres designated by the City as an appropriate location for housing for the homeless, poor and very poor residents of the City. This project will be located immediately adjacent to structures that presently house the

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homeless or other low income persons. The lighting for this project will be minimal due to the fact that streetlights already provide lighting for the court on which the structure will be constructed. There will be very few additional lights provided — mainly at the front entrance for security, and along the outside corridor serving the units. Traffic impacts are discussed in the concurrency analysis. Parking spaces are provided per code for institutional housing nursing home which is the model for this project as established by the approval of the AIDS Help project also located on the 7.66 acre site. Very few, if any, of the residents of the project are expected to have automobiles due to their status as indigent homeless.



RESOLUTION NO: 09-323



A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) AUTHORIZING A SUB-LEASE BETWEEN THE HOUSING AUTHORITY OF THE CITY OF KEY WEST, FLORIDA AND SAMUEL'S HOUSE AT POINCIANA HOUSING; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That the Housing Authority of the City of Key West, Florida is hereby authorized to sub-lease a portion(s) of land on Spalding Court, identified on Exhibit A, (Approx. 50' x 100') to Samuel's House for the purpose of developing affordable housing opportunities.

Section 2: That said sub-lease shall be null and void if development is not approved by the City of Key West Planning Department and/or completed by December 31, 2010.

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

Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 3rd day of December, 2009.

Authenticated by the Presiding Officer and Clerk of the Commission on <u>December 4</u>, 2009.

Filed with the Clerk <u>December 4</u>, 2009.

Craig Cates, Chairman

Chery Smith. City Clerk

THIS SUB-LEASE AGREEMENT is made and entered into this 4th day of December, 2009 between the Housing Authority of the City of Key West, "Lessor" and Samuel's House, "Lessee".

WHEREAS, Lessor has entered into a Master Development /Long-Term Lease Agreement ("Master Lease") with the Key West Naval Properties Local Redevelopment Authority ("L.R.A."), obligating the Lessor to provide housing at the Poinciana Housing Site pursuant to the LRA's Base Reuse Plan developed pursuant to the Federal Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and

WHEREAS, the Local Redevelopment Authority has approved said sub-lease;

NOW THEREFORE, Lessor and Lessee desire to enter into this Sub-Lease upon mutually agreed upon the following terms and conditions:

1. Master Lease:

The Master Lease and addendum(s) are attached hereto as Exhibit "A" and its terms and conditions (particularly, although not exclusively. Sections V and VII) are made a part of this Sub-Lease the Lessee agrees to abide by and be bound by all conditions of said Master Lease. This Sub-Lease is subject to the approval of the LRA.

2. Term:

The term of this Sub-Lease shall be thirty eight (38) years from the date of its execution, unless terminated pursuant to Master Lease or License Agreement or the LRA resolution approving this sub-lease. The parties may extend the term of this Sub-Lease so long as such extension is consistent with the Master Lease and the Key West City Charter. In the event of such conflict, then the term shall be twenty (20) years. The parties may extend the term of this Sub-Lease as such extensions is consistent with the Master Lease and the Key West Charter and Ordinances.

3. Rental Amount:

Lessor and Lessee agree that it is to the mutual benefit of the parties and to the Public benefit that Lessee operate the property under the Master Lease's Continuum of Care requirement for the annual rental amount of One Dollar \$1.00.

4. Premises/Services:

Lessee will construct and be responsible for the building(s) to provide housing and services for up to 16 low-income clients. Upon completion of construction, Lessee shall provide services as outlined in its written operational guidelines, in accordance to the Homeless Assistance Submission portion of the Key West Base Reuse Plan, which shall be attached to this Sub-Lease as Exhibit "B" and made a part hereof.

Premise shall consist of vacant land on Spalding Court, approximately 50'x 100' in size, as identified in the drawings attached to this Sub-Lease as Exhibit "B".

Lessee is responsible for daily upkeep of the interior of building(s).

Lessee will participate with Lessor in joint determinations of grounds keeping standards for the uniform grounds keeping policy. Lessee may elect to pay Lessor for grounds keeping maintenance or to perform this service itself. If agreed upon standards are not upheld by the Lessee, and upon 10 days advance written notice the Lessor may perform this function and bill the Lessee.

5. Premise Construction:

The parties understand and agree that the construction and maintenance of building (s) shall be solely the responsibility of the Lessee. Lessee shall obtain all necessary State of Florida and local government regulatory approvals and permits, and Lessor agrees to cooperate with Lessee to obtain same. Lessee may contract with Lessor, under separate agreement, to perform the rehabilitation work. See also Section V of the Master Lease (which shall govern in the event of inconsistencies, if any, between this paragraph and such Section V).

6. Utilities:

Lessee shall be responsible for payment of all utilities garbage, sewer and other services furnished.

7. Taxes:

As building(s) is/are LRA-owned property sub-leased to a not-for-profit organization, the parties anticipate that no ad valorem taxes are to be paid. In the event ad valorem taxes become due for whatever reason, they shall be the responsibility of Lessee. Lessee will collect any required sales taxes and remit same to the State of Florida

8. Right of Entry:

Lessor may enter the leased property at any reasonable time for the purpose of inspecting to premises. Lessor shall provide advance notice to Lessee for its inspection in order to preserve the privacy of persons being treated by the Lessee.

9. Assignment or Subletting:

Lessee shall not assign this Sub-Lease or sublet nor permit the premises or any part thereof to be used by others without the prior written consent of the Lessor and the LRA.

10. Responsibility for Damage:

Lessee agrees that it shall bear full responsibility for all damage to its personal property and other contents. Lessee shall also be responsible for damage to Land and Building(s) that it or its agents, employees or invitees might cause in an amount at all times equal to 100% of the true replacement value of the improvements.

Lessee may provide property damage insurance (including, but not limited to, windstorm and fire insurance) for damage to or destruction of Building(s).

11. Default/Termination:

After commencement of this Sub-Lease, if Lessee shall fail to pay rent or any other monies due or fails to perform the terms and conditions agreed upon in this Sub-Lease the Lessor shall give the Lessee (30) days written notice detailing non-compliance If Lessee fails to cure said default within 30 days during this period, the Housing Authority shall have the right to terminate this Lease in addition to any other remedies available at law or in equity. If this Lease is terminated the Authority shall make the property available to another not-for-profit Provider as recommended by SHAL, Inc or its successor. Unit approved by the Housing Authority. In the event that no appropriate Provider can be identified within sixty (60) days, the Housing Authority may convert the use of the building to another housing type on a temporary basis. At the time that SHAL, Inc. identifies an appropriate Provider; the building will be converted to homeless not-for-profit use within a reasonable timeframe.

12. Insurance and Indemnification:

Lessee shall indemnify and hold harmless the Lessor and the LRA, their employees and Agents, from all suits, claims, actions and judgments as a result of or arising from the loss of or damage to property or the injury to person by reason of any act or failure to act by the Lessee, its employers, officers, agents or invitees. The Lessor and the LRA agree to hold harmless the Lessee, their employees and agents, from all suits, claims, actions and judgments as a result of, or arising from the loss of, or damage to property or the injury to person by reason of any act or failure to act by the Lessor or the LRA. Nothing contained herein is intended to be a waiver of the limitation placed upon the LRA as set forth in Section 768.28 Fla. Statutes.

Lessee agrees to provide at its expense, comprehensive liability insurance insuring itself and lessor against all claims of damages or injury to persons or property arising for any reason out of Lessee's tenancy or use of the premises, or arising out of its activities related to the lease use, or otherwise arising from its exercise of rights or failure to perform obligations pursuant to this Sub-Lease. The insurance policy shall be written by a solvent insurance company in good standing and fully licensed to do business in Florida and shall provide a minimum at \$1,000,000 coverage per occurrence combined single limit and property damage. The policy shall show Lessor and the LRA as additional named insured, and shall provide that it cannot be canceled or revoked except after a minimum of thirty (30) days written notice to the Lessor. A true copy of the insurance

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contract or certificate of insurance shall be filed with the Lessor and the LRA within ten (10) days prior to possession after execution of this Sub-Lease premises and shall be maintained on file throughout the lease term lessee's failure to maintain the insurance policy in full force and effect at any time during the lease term shall be a default hereunder, and upon such default Lessee shall immediately suspend all lease use

The insurance amounts here provided shall not in any way operate to limit or release, or be construed to limit or release Lessee from any liability to Lessor or the LRA or from any obligation to indemnify Lessor or the LRA as provided herein. Such insurance amounts are minimum requirements, and shall be supplemented by Lessee as necessary to meet its obligations, and to indemnify the Lessor and LRA fully, as provided in this Sub-Lease.

If Lessee falls under the State of Florida Workers' Compensation Law, workers' compensation coverage shall be provided for all employees where the Lessee is obligated to do so by operation of law. The coverage shall be for statutory limits in compliance with applicable state and federal laws.

Contractor's Insurance - During the entire period of the sub-lease agreement the Lessee shall require the licensed contractor performing work at the Lessee's request on the premises to carry comprehensive general liability insurance, including, but not limited to, contractors liability damage, of not less then \$1,000,000 with respect to personal injury or death, and \$1,000,000 with respect to property damage. Worker's Compensation or similar insurance in form and amounts required by law.

13. Notices:

Any notice which either party to this lease is required to send to the other under any statutes, decision, or rule or law, under any provision of this lease, or which either desires to send or give to the other, shall be in writing and may be served personally or be enclosed in a sealed, post-paid envelope and be sent by registered or certified United States mail to:

Lessor: The Housing Authority of the City of Key West

1400 Kennedy Drive Key West, Florida 33040

Lessee: Samuel's House

1614 Truesdell Court Kev West, Florida 33040

14. Severability:

If any provision of this Sub-Lease shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provision shall not be impaired thereby, but such remaining provisions shall be interpreted and enforced so to achieve, as near as may be, the purpose of this Sub-Lease to the extent permitted by law.

- 15. Lessee acknowledges that License Agreement and Master Development/Long Term Lease Agreement together with all Addenda and Amendments thereto are binding on Lessee. Should a conflict arise between a provision of this Sub-Lease and said Agreements, the provision of the License Agreement shall first take precedence and the provision of the Master/Development Long-Term Lease Agreement shall secondly take precedence over the provisions of this Sub-Lease.
- 16. Common Areas are more particularly described as the Homeless Coalition (SHAL) area.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the day and date first indicated above.

HOUSING AUTHORITY OF THE CITY OF KEY WEST FLORIDA

J. Manuel Castillo, Sr., Executive Director

Samuel's House

Elmira Leto, Executive Director

MASTER DEVELOPMENT/LONG-TERM LEASE

AGREEMENT



This Agreement is entered into this <u>28 day of April</u> 1998, by and between the Key West Naval Properties Local Redevelopment Authority (LRA) having its principal office at 605 B Simonton Street, Key West, FL 33041, and the Housing Authority of the City of Key West herein after referred to as the Housing Authority, having its principal offices at 1400 Kennedy Drive, Key West, Florida 33045.

WITNESSETH

WHEREAS, in 1995, the Key West Naval Air Station (KWNAS) was designated for realignment by the Federal Base Realignment and Closure Commission (BRAC) pursuant to the Defense Closure and Realignment Act of 1990, Public Law 101-510, as amended; and

WHEREAS, the Base Closure Community Redevelopment and Homeless Assistance. Act of 1994 (the Redevelopment Act) was designed to accommodate the overall needs of communities impacted by the closure of a Military base, while still addressing the needs of homeless individuals and families; and

WHEREAS, on September 27, 1995, certain land and facilities at the Key West Naval Air Station were declared "excess" by the Department of the Navy for use by non-federal public agencies, eligible non-profit groups, and homeless providers for public benefit purposes; and

WHEREAS, in 1996 the City of Key West established the Key West Local Redevelopment Authority (LRA), among other things, to develop a Base Reuse Plan for the properties "excessed" by the Navy; and

WHEREAS, the Redevelopment Act requires the local LRA to develop a Plan that "appropriately balances the needs for economic redevelopment, other development and homeless assistance"; and

WHEREAS, in accordance with the federal regulations governing the BRAC process, the LRA solicited Notices of Interest (NOI's) from public agencies, homeless providers, and other persons interested in the surplus federal property; and

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WHEREAS, the citizen participation process used to evaluate the Notices of Interest (NOI's),

EXHIBITA

establish the needs, and determine the proposed uses of the surplus Naval property, was one of the most extensive public processes ever conducted in the City of Key West; and

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WHEREAS, this process culminated in the preparation of a Base Reuse Plan/Homeless Assistance Submission (HAS) that reflects the needs and desires of the Key West citizenry; and

WHEREAS, short-term, transitional, and permanent housing were identified for the Poinciana Housing Site, with specific units allocated to homeless persons with special needs; and

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WHEREAS, the Base Reuse Plan/ Homeless Assistance Submission (HAS) recognized the Housing Authority as the primary provider of affordable housing, possessing extensive experience managing both permanent and transitional housing; and

WHEREAS, the Base Reuse Plan/HAS stipulated that the Key West LRA enter into a Legally Binding Agreement with the Housing Authority with the stipulation that the Housing Authority, in conjunction with the "Homeless Coalition", provide as set forth in this agreement, for the "gaps" in the Key West Continuum of Care for the Homeless; and

WHEREAS, the Base Reuse Plan/Homeless Assistance Submission were unanimously adopted by the Key West Local Redevelopment Agency on September 16, 1997; and

WHEREAS, the Housing Authority has a close working relationship with the City of Key West and both parties mutually desire to enter into this Agreement in order to address the City's affordable housing and homeless needs; and

WHEREAS, the intent of both parties to this Agreement is to undertake a community-wide effort with financial contributions from other entities, both public and private, to meet the needs and fill the "gaps" in the Key West Continuum of Care as outlined in the adopted short-term, transitional, and permanent housing which were identified for the Poinciana Housing Site; and

WHEREAS, the parties to this agreement acknowledge that not every "gap" identified in the Base Reuse Plan/HAS can be achieved through the BRAC process; rather, the LRA and the Housing Authority view this effort as a part of the overall Monroe County Continuum of Care, in that the needs of the Homeless can

not be addressed solely as a local effort, and cannot fall solely on the shoulders of the City Government. This initiative is viewed as the beginning of a process that must be developed over time and with resources beyond that which are currently available.

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NOW THEREFORE, the parties mutually enter into this Agreement and agree to the following terms and conditions:

SECTION 1 - DEFINITIONS

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Definitions pertinent to this Master Development/Long-Term Lease Agreement are attached as Exhibit #1, and are incorporated as a legally binding part of this Agreement.

SECTION II - POINCIANA HOUSING SITE:

The parties agree that the Poinciana Housing site, a 36.2 acre site bounded on the north by Donald Avenue, on the east by 19th Street, on the south by Duck Avenue, and on the west by other residential development, and which includes 50 multi-family residential buildings (212 units ranging from two to four bedrooms), totaling approximately 252,000 square feet, as well as a mangrove-intrusive lake, as shown on the attached map and as legally described in Exhibit #2, attached hereto and expressly made a part hereof, shall be developed as affordable housing, both rental and home ownership, as well as housing and related services to serve the homeless special needs populations identified in the Base Reuse Plan/Homeless Assistance Submission as adopted by the Key West Local Redevelopment Agency on September 16, 1997, incorporated by reference as a legally binding part of this Agreement. It is understood between the parties that Homeless Coalition is to be responsible for the funding and implementation of the housing and related services to serve the homeless as identified in said submission.

SECTION III - ROLE OF THE LRA:

The City of Key West LRA will negotiate with the Military for the transfer of the Poinciana Housing Site, contemplating a "Homeless Assistance Conveyance" at no cost, for those buildings outlined in the Base Reuse Plan/HAS which are designed to serve the Key West Continuum of Care for the Homeless. Upon completion of this property transfer, the LRA will hold title to the entire site in fee simple. The LRA herewith

designates the Housing Authority as the Master Developer/Lessee of the entire Poinciana Housing site. The LRA will maintain sufficient involvement throughout the development process, in order to ensure that the provisions of the Base Reuse Plan/HAS regarding use of the "excessed" property by the non-profit homeless service providers, are fully met. It is the intent of the LRA to conform to the Key West Continuum of Care for the Homeless as identified in the Base Reuse Plan/HAS.

The Housing Authority understands and agrees that the LRA is entering into this Master

Development/Long-Term Lease Agreement in its capacity as a property owner with a proprietary interest in
the premises and not as a regulatory agency with police powers. Nothing in this Agreement shall limit in any
way the Housing Authority's obligation to obtain any required approvals from City departments, boards, or
commissions having jurisdiction over the site. By entering into this Agreement the LRA is in no way
modifying or limiting the Housing Authority's obligation to cause the premises to be used and occupied in
accordance with all applicable laws.

SECTION IV - ROLE OF THE HOUSING AUTHORITY:

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The Housing Authority shall serve as the Master Developer and Lessee of the Poinciana Site. This Agreement contemplates the management and administration of affordable housing, both rental and homeownership, by the Housing Authority. The Housing Authority will be responsible for bringing those buildings which it intends to utilize and/or operate for affordable rental and/or homeownership opportunities (i.e. those units not designated for use by the "Homeless Coalition"), up to current building codes by renovation, if possible, or replacement, if necessary. The Housing Authority will also undertake the new construction of an additional 16 infill housing units on the Poinciana site. The Housing Authority shall utilize those building permits that it currently has in its possession as authorized by the City's ROGO Ordinance, for the development of the new affordable housing units to be constructed on the Poinciana site. The number and type of units are specified in Exhibit #3, and are a legally binding part of this Agreement.

The Housing Authority will obtain all necessary occupancy permits and perform any and all work necessary to obtain occupancy permits including utility metering, renovations and improvements to the

premises at its own sole expense. The exteriors of the facilities, including paint colors and overall appearance, shall be maintained in a manner that is acceptable to the LRA.

The Housing Authority must make available the prescribed number of units identified in Section IX of this Agreement, to serve the homeless, either at the Poinciana site, or at some other appropriate location, using it's own housing stock or other acceptable facilities. This will be accomplished through sub-leases with homeless service providers, which are subject to the prior review and approval of the LRA. All sub-leases will be subordinate to, and be required to comply with, the terms of this Master Development/Long-Term Lease Agreement.

The LRA and the Authority agree to use there best efforts to identify, obtain and provide the Authority with the initial funding necessary to implement the terms of this agreement. At such time as the Authority receives income, loans, grants or other funding the Authority agrees to reimburse the LRA to the extent allowed by law and its budget. It is the intent of this paragraph to acknowledge that on the tumover date there will be expenses such as insurance, security and initial repairs to the units to put them in a condition to rent that neither the authority or the LRA have budgeted funds to cover.

The Housing Authority will be responsible for maintaining or obtaining security (subject to the terms of Section V below) for the entire Poinciana site.

SECTION V - ROLE OF THE "HOMELESS COALITION":

The following "Homeless Coalition" provider members, listed in alphabetical order, will participate in the Key West Continuum of Care for the Homeless:

AIDS Help, Inc.

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- David Nolan Memorial Foundation
- Domestic Abuse Shelter (DAS)
- Easter Seals Society
- Florida Department of Children and Families (Sub-Area 11-8)
- Florida Keys Outreach Coalition (FKOC)

- Fiorida Keys Children's Shelter
- Good Samaritan Ministries (Glad Tidings Tabernacle)
- Healthy Start Coalition
- Helpline
- Key West Alliance of Mental Health
- Monroe Association of Retarded Citizens (MARC House)
- Monroe County Health Department
- Substance Abuse Center
- The Salvation Army
- U.S. Fellowship of Florida (The Heron)
- Veterans Assistance Foundation

The "Homeless Coalition" shall select the specific service providers from among it's member agencies listed above, to address the needs of the homeless populations as identified in Section IX of this Agreement. The "Homeless Coalition" will ensure that such providers are properly licensed and/or certified for the provision of the applicable service to the homeless special-needs populations. Since the specific units and services designed to address the Key West Continuum of Care for the Homeless as identified in Section IX of this Agreement, was accepted as a component of the Base Reuse Plan/HAS following formal public hearings, no such amendment to this Plan shall be made without formal approval of the Key West LRA.

The Housing Authority shall then enter into sub-leases with those homeless providers designated by the "Homeless Coalition", in conformance with the Base Reuse Plan/HAS. The "Homeless Coalition" will also ensure that the agencies selected to render services at the Poinciana site under a sub-lease with the Housing Authority, submit a financial/operational plan for review by the LRA and Housing Authority prior to the execution of such sub-lease.

The "Homeless Coalition" shall be required to provide adequate services designed to break the cycle of homelessness and economic dependance and make the transition toward economic independence. Services to be offered shall include, but are not limited to: short-term, transitional and permanent housing as specified in Section IX of this Agreement; affordable child day care; job training and referral; stabilization of

personal affairs; and psychological counseling. The specific terms of the services to be provided shall be spelled out in the individual sub-lease agreements between the Housing Authority and the "Homeless Coalition's" service providers.

The "Homeless Coalition's" service providers shall be responsible under the terms of their sub-leases, for any applicable rehabilitation/modification/construction costs necessary to retrofit the Poinciana buildings for their intended use. The homeless providers may elect to engage the Housing Authority to undertake such renovations on their behalf, or may choose to undertake such actions on their own. Should, however, the homeless providers choose to undertake such renovations independently, the Housing Authority shall have the right to review and approve all applicable plans and specifications, in order to maintain consistency and overall design control of the Poinciana site. The Housing Authority shall not however, be arbitrary in imposing any restrictions or requirements that are construed as onerous on the service providers, or that could cause an undue economic hardship on such providers. In any case, the individual homeless service providers must bear all costs associated with renovating their leased space, in a manner that is consistent with all applicable building and related codes and ordinances.

Additionally, the homeless service providers may either compensate the Housing Authority for their proportionate share of the actual certified maintenance/upkeep(which includes the cost of security) costs of the leased property, or may retain their own independent maintenance and/or security services. If selected to undertake this responsibility, the Housing Authority must allocate reasonable maintenance and security costs based on actual audited expenditures, that will not impose an unreasonable economic hardship on the homeless providers.

If any homeless assistance provider cannot gain funding to operate the project as proposed herein, or if a homeless provider disbands prior to the transfer of the property to the Housing Authority the "Homeless Coalition" shall within 90 days recommend, in writing, an alternative "service plan" for the use of the affected building or facility, and shall evidence a potential source of funding for operations. The LRA and the Housing Authority must mutually agree as to the terms of any subsequent sub-lease not now contemplated under this

Agreement. If the LRA and Housing Authority determine that the subsequent reuse of the facility is not feasible to serve the homeless, it may convert the use of the building to another affordable housing type, either rental or home ownership.

SECTION VI - TERMS OF AGREEMENT:

This Agreement shall be deemed effective upon being duly executed by both parties. The LRA herein leases the entire Poinciana housing site, less building numbers #1644 and #1655 to be occupied by the National Parks Service, to the Housing Authority for fifty (50) years (subject to compliance with the City of Key West Charter and Ordinances) at the nominal rate of one dollar (\$1.00) per year. As time is of the essence in providing critically needed affordable housing, the Housing Authority must initiate renovations of the affordable housing units slated for rental and homeownership, within nine (9) months from the date the LRA cottains possession property and gives possession to the Authority (herein referred to as the turnover date) and shall complete such renovations within eighteen (18) months from the date construction/renovation is initiated. The parties recognize and agree that these operative dates may need to be adjusted due to affordable housing financing requirements. The units stated for homeownership, which are to be newly constructed, are intended to be available for eligible first-time home buyers within 3 years from the tumover date. The LRA shall provide the necessary documentation to release the homeownership and rental units from this lease, as required by financing.

SECTION VII- POINCIANA HOUSING SITE - AS IS CONDITION:

The Housing Authority acknowledges and agrees that the premises are being leased and accepted in their "as is" condition, without representation or warranty of any kind, and subject to all applicable laws, rules and ordinances governing their use, occupancy and possession. The Authority shall have six (6) months from the turnover date (the inspection period) to conduct the investigations contemplated by this paragraph. It shall be the Housing Authority's obligation to investigate and inspect the premises (either independently or through agents of its choosing) the condition of the premises and the suitability of the premises for the Housing Authority's intended use. The Housing Authority acknowledges and agrees that neither the LRA nor any of its agents have made, and the LRA hereby disclaims, any representations or warranties, expressed or implied, concerning the premises, the physical or environmental condition of the premises or the property, the present or future suitability of the premises for the KWHA's intended use, or of any matter whatsoever relating to the premises, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. In the event the Housing Authority determines that the property is not suitable for its intended use because of physical conditions, lack of funding, or that the project is not feasible, the Authority may terminate this agreement. In this event each party shall be released from any further liability hereunder.

SECTION VIII- POINCIANA HOUSING SITE - USE AND CONFIGURATION:

The central goal of the Poinciana Plan is the reuse of existing structures located on the site, introducing moderate infill development where appropriate, creating essential affordable housing, addressing homeless needs, and creating a liveable neighborhood that is well integrated into the surrounding community. The total number of proposed dwelling units for the Poinciana site is 228 units (including buildings #1644 and #1655 which are dedicated to the Parks Service), of which 16 are new infill units.

The buildings that will be dedicated to the Homeless Continuum of Care are primarily located east of Dunlap Drive (excluding the child day care center), and include the Truesdale Court and Spaiding Court housing complex's. The specific buildings requested under the "Homeless Assistance Conveyance", and which the Housing Authority shall make available to the Homeless Coalition service providers, follow:

Building #1662 child

child day care center

In addition to the above, and consistent with the base Reuse Plan, the Housing Authority shall provide the space for the following facilities that will contribute to the Key West Continuum of Care for the Homeless, on the Poinciana site:

- A new human services facility, with a separate point of ingress, to be provided in the southwest portion of the site;
- A recreation center which will provide administrative office space for the KWHA and meeting space for the non-profit service providers and other organizations (and which could also serve as a hurricane center), to be located near the center of the site (adjacent to the ecological preserve);
- A church is contemplated for the vacant parcel southwest of the community center.
- A Police sub-station is contemplated for Building #1663.

Nothing in this Agreement shall be construed so that the Housing Authority is obligated to develop and/or maintain the above described support facilities and/or services with it's own funds; but rather, the Housing Authority shall ensure that sufficient space is allocated and available for use by those entities selected by the LRA to develop such supportive facilities on the Poinciana site. The Housing Authority agrees to coordinate it's efforts in this regard.

The balance of the Poinciana site will be used as both rental and homeownership affordable housing opportunities. The number and type of such units is specified in Exhibit # 3 of this Agreement. In compliance with Florida Statute Chapter 421 and federal fair housing initiatives, the Housing Authority will develop written tenant and home buyer selection procedures that are acceptable to the LRA, to be used in providing rental or home ownership units at the Poinciana site.

SECTION IX - PROPOSED SHORT-TERM/TRANSITIONAL AND PERMANENT HOUSING:

A total of fifty (50) units of short-term and transitional housing for homeless persons with special needs is to be provided either at the Poinciana site as identified in Sec. VIII above, or, if available, at some

other appropriate location, using the Housing Authority's own housing stock or other facilities that are mutually acceptable to the "Homeless Coalition" and the LRA, as follows:

Housing Type	Proposed Clients to Be Served	Proposed Number of units and Unit Configuration	
Transitional/ short-term housing	24 men with alcohol/ substance abuse	10 units - two dormitories, each for 8 men (16 total); 4 two-bedrooms (8 men); 3 staff bedrooms.	
Transitional housing	10 women and 6 women/children	8 units - one dormitory to serve 8 women, and 4 two-bedrooms units to serve 8 women/children.	
Transitional/ permanent housing	18 units to serve 12- 24 men/ women with mental illness and alcohol/substance abuse	18 units - Three 4-bedroom units (12), two 2-bedrooms (4-8) and 1-staff unit (This facility meets the needs of veterans with PTS)	
Transitional housing for women and women/children	9 families/victims of domestic abuse	10 units (family) each 2/3 bedroom, and 1 staff unit	
Transitional housing for disabled persons	4-8 physically disabled dients	4 units - Two 2-bedroom apartments (note also needs occupational therapy space) /	

Note: If property yet to be identified off-base is to be offered, the Master Development Agreement must adequately describe the requirements for the property (size, zoning, etc.,) when it will be transferred, and what will happen if suitable property is not found within a specific period of time.

If the Housing Authority proposes to offer sites to the homeless providers other than at Poinciana, the LRA must concur that the units are "comparable" for the purposes of fulfilling the Key West Continuum of Care for the Homeless. The sub-leases will be comparable in both length/duration and cost, to this Master Development/Long-Term Lease Agreement between the LRA and the Housing Authority i.e. the leases with the homeless providers shall also be long-term, nominal leases.

SECTION X- ASSISTANCE TO THE HOMELESS:

To the extent feasible, the Housing Authority through it's own programs, will provide homeless individuals and families with assistance in obtaining appropriate supportive services, including permanent

housing, and other services essential for achieving independent living e.g. Project Safeport.

SECTION XI - CONDITIONS OF SERVICE:

The KWHA hereby agrees to the following:

- The rental housing developed on the Poinciana site shall serve income-eligible persons living within the City of Key West, in accordance with the guidelines established by the U.S. Department of A. Housing and Urban Development (HUD), or other Local, Federal and State agencies that provide financial assistance and/or financial inducements for the provision of affordable housing initiatives and in accordance with an Occupancy and Administration Policy to be developed by the Authority and approved by the LRA. The homeownership housing shall be governed by the Housing Authority's "Homeownership Affordability Policy" attached hereto as Exhibit # 4, and made a fully binding part of this Agreement.
 - The Housing Authority shall maintain in its files, the documentation on how it determines that the assisted housing benefits income-eligible persons according to the policies referred to in Paragraph В.
 - The Housing Authority shall cartify that no person shall be denied the benefits of the housing programs provided at the Poinciana Housing site, on the grounds of race, color, sex, or national C. origin.

SECTION XII - ENVIRONMENTAL:

In the event that an environmental review conducted under 92.45 (a), subsequent to HUD approval, indicates that the Poinciana housing site is not suitable for the intended purposes, the LRA may terminate this agreement. The LRA acknowledges that the number of units necessary to meet the needs of the homeless special needs populations is fifty (50) short term, transitional and permanent units as identified in Section IX of this agreement. The LRA agrees in "good faith" to seek replacement dwellings suitable to the "Homeless Coalition" which can address the "gaps" in the Continuum of Care. The Authority agrees to furnish technical assistance to the LRA ,at no cost to the Authority.

SECTION XIII - FIRST AMENDMENT CHURCH/STATE PRINCIPLES:

The Housing Authority shall include in its sublease with the "Homeless Coalition" the covenant set forth in this Section, and the "Homeless Coalition" Service Providers entering into sub-leases for the Poinciana site, shall comply with First Amendment Church/State principles, as follows:

- Will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion. 1.
- Will not discriminate against any person applying for housing assistance or public services related to the Poinciana housing site on the basis of religion, and will not limit such services or give preference 2. to persons on the basis of religion.
- Will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public 3. services.

SECTION XIV- COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS:

The Housing Authority agrees to comply with all federal regulations as they may apply to the administration of the housing programs to be developed at the Poinciana site. Additionally the Housing Authority will comply with all Federal, State and local laws and ordinances hereto applicable.

SECTION XV - CONFLICT OF INTEREST:

The parties to this Agreement covenant that no person under their employ who personally exercises any functions or responsibilities in connection with the housing programs to be provided at the Poinciana housing site, has any personal interests, direct or indirect, in this Agreement. The Parties further covenant that in the performance of this Agreement, no person having such conflicting interest shall be employed. The Housing Authority covenants that it will comply with the State Statutes governing conflicts of interest and must disclose, in writing, to the LRA, any possible conflicting interest or apparent impropriety that is covered

by the above provisions. This disclosure shall occur immediately upon knowledge of such possible conflict.

The LRA and/or the City of Key West will then render an opinion that shall be binding on both parties.

SECTION XVI - AUDIT AND INSPECTIONS:

Upon reasonable notice, during normal business hours and as often as the LRA and/or federal government representatives may deem reasonably necessary, there shall be made available to the LRA to review, inspect or audit, all records, documentation, and any other data relating to all matters covered by the Agreement.

SECTION XII- TERMINATION:

Development/Long-Term Lease Agreement, the LRA shall give the Housing Authority 30 days written notice detailing non-compliance, and shall provide a reasonable cure-period to the Housing Authority. If the Housing Authority fails to cure during this reasonable period, the LRA shall be entitled to terminate the Housing Authority's interest in the property and the Housing Authority's interest shall revert to the LRA. Upon reversion of the property to the LRA, if the Homeless Providers are continuing operation within the context of their individual sub-leases, the LRA shall continue to allow the service providers to operate their facilities for the term of their applicable sub-lease. It is understood between the parties that the Authority is a body politic under F.S. 421 with no funding sources other than revenues from operating public housing and therefore the LRA's sole remedy is to terminate this agreement or for non-monetary breaches the LRA may sue for specific performance.

No new initiatives may be undertaken during the termination period.

SECTION XIII - REVERSION OF ASSETS:

If at any time, the LRA determines that the needs of the homeless have been met in a manner which would render a service provider sub-lease unnecessary, or if the sub-lessee wishes to terminate the lease for any cause, the property will revert to the Housing Authority as the Master Developer/ Lessee and will be added to the inventory of affordable housing, and may not be used as market rate housing. No building will

be taken out of use within the "Continuum of Care" without the prior approval of the Key West LRA.

SECTION XIX- INSURANCE:

The Housing Authority, at its sole cost, shall produce and keep in effect at all times during the terms

of this Agreement, public liability insurance in an amount not less than \$500,000 per occurrence and

\$1,000,000 aggregate and shall further keep the improvements and buildings (which are being utilized and

operated by the Authority) insured for their full insurable value with companies acceptable to the LRA.

Nothing contained in this subparagraph or elsewhere in this Agreement is in any way intended to be

a waiver of the limitation placed upon the LRA's liability as set forth in Florida Statutes, Section 768.28.

SECTION XX-VENUE;

This Agreement shall be enforceable in Monroe County, Florida, and if legal action is necessary by

either party with respect to the enforcement of any or all the terms or conditions herein, exclusive venue for

the enforcement of same shall lie in Monroe County, Florida.

SECTION XXI - CONDITION PRECEDENT:

This Agreement is conditioned upon the LRA's successful completion of the transfer of ownership of

the Poinciana housing site from the United States Navy to the Key West LRA. As a condition precedent to

the obligations of the LRA set forth in this Agreement, the parties agree that the LRA must become the title

holder of the Poinciana property. Should the LRA not receive such, this agreement shall become null and

void.

SECTION XXII- NOTICES:

All notices required under this Agreement shall be sent to the parties at the following address, with

copies to the Office of the City Attorney:

LRA:

William Harrison, Director

Redevelopment Agency

City of Key West

P.O. Box 1409

Key West, Florida 33041

15

KWHA:

Henry Haskins, Executive Director

Key West Housing Authority

P.O. Box 2476 1400 Kennedy Drive Key West, Florida 33045

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the day and date first indicated above.

1011

City Clerk

WITNESSES:

D: What MASTER DEVELOPMENT LEASE AGREEMENT 6. WPd

CITY OF KEY WEST, FLORIDA

Sheila K. Mullins, Chairman Local Redevelopment Agency

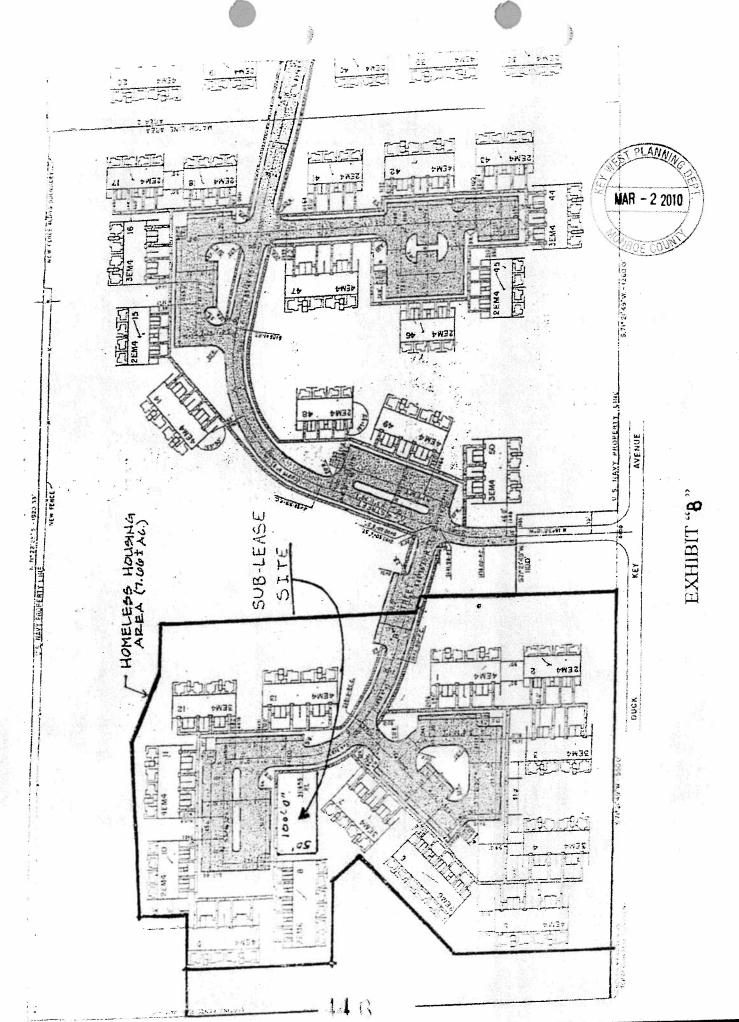
KEY WEST HOUSING AUTHORITY

Henry Haskins, Executive Director

KEY WEST HOUSING AUTHORITY

Frank P. Toppino

Chairman



DRC Minutes & Comments

DRC Meeting Minutes March 25, 2010

Mrs. Monnier gave members an overview of the exception for outdoor display request. She requested the applicant list on the application everything that she would like displayed. She then informed the applicant that the Planning Board can grant up to a 60 month approval but has the discretion to minimize the approval time and to revoke the approval.

Mr. Averette asked the applicant if members of the public can get in and out safely. The applicant stated that there was enough room for walkthrough traffic.

Mrs. Wittenberg, Ms. Torregrosa, Mr. Bowman, Mr. Torrence and Mr. Woodson had no comments

Mrs. Kimball-Murley requested that the site plans meet all requirements and that all dimensions be clearly identified.

Mrs. Cowart informed members that Keys Energy and FKAA had no objections.

c. Variance – 515 Margaret Street (RE#00007960-000200) – A variance request for reconstruction of a non-conforming structure which exceed 66% of the value of the structure including variances to building coverage, front yard, northerly side interior yard, and rear yard setbacks in the Historic High Density Residential zoning district per Section 122-28(b), and Sections 122-630(4)a and (6)a, b, and c of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

and

d. Variance - 517 Margaret Street (RE# 00007960-000000) — A variance request for reconstruction of a non-conforming structure which exceeds 66% of the value of the structure including variances to front yard, southerly side interior yard, and rear yard setbacks in the Historic High Density Residential zoning district per Section 122-28(b), and Sections 122-630(6)a, b, and c of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

Ms. Malo gave members an overview of the variance requests for 515 and 517 Margaret. Ms. Malo clarified for members that both structures exceeds 66% rule.

The applicant gave members an overview of the variance request.

Mr. Woodson stated he is familiar with the location.

Mr Torrence requested that the property address be clearly visible from the street.

The applicant clarified for Mr. Bowman that there is a gap for drainage between the decks.

Ms. Torregrosa stated that the applicant received staff approval.

Mrs. Wittenberg and Mr. Averette had no comments.

Mrs. Cowart informed members that Keys Energy and FKAA had no objections.

b. Minor Development Plan – Poinciana Housing Special Needs Area off the 3200 Block of Duck Avenue/Spalding Court (RE# 00064740-000000) – An application for Minor Development Plan to construct a 9-unit housing facility for chronically homeless women in the MDR-1 zoning district per Section 108-91 (B.)(1.)(a.) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

Mrs. Monnier gave members an overview on the minor development plan request. Mrs. Monnier asked the applicant for clarification on the following:



DRC Meeting Minutes March 25, 2010

- Mrs. Monnier wanted clarification that their target start date was June 30, 2010;
- She referenced on page two the 10 year time line and inquired what would happen after 10 years;
- The application is framed to use floor area ratio instead of traditional density. However to use this approach certain criteria must be met. Will food and care be provided on site?
- Who will live in the remaining 11 units? Application indicates 5 of 16 rooms reserved for "chronically homeless" with children.

The applicant, Elmira Leto, informed Mrs. Monnier that after the 10 years their goal is to continue to house the homeless. She then stated that food and care will be provided on site and the remaining 11 units will be housed by homeless women.

Mrs. Kimball-Murley informed the applicant to make information explicit on the application and suggested that the applicant meet with Mr. Craig.

Mr. Averette had no comments.

Mrs. Wittenberg disclosed that she is a board member for the organization and is very familiar with the project.

Ms. Torregrosa, Mr. Bowman, Mr Torrence and Mr. Woodson had no comments.

The applicant informed members that Tom Pope is working with Mrs. Domenech-Coogle.

Mrs. Cowart informed members that FKAA stated that this site has a 6" water main located on Spalding Court, which seems capable of serving this project. A complete set of plans will be required for review to determine meter requirements and system development charges.

Mrs. Cowart then informed members that Keys Energy stated that the customer will need to have three or four pole line extensions. The available voltage will be 120/240 single phase or 120/208 three phase. The customer will need to submit a full set of plans and a project review form. This will insure adequate power for the customer and the surrounding customers. Keys Energy is also requesting that Samuels House and AIDS Help coordinate on the line extension. There is a possibility that both agencies could save some money.

6. Discussion Items

There were no discussion items.

7. Adjournment

A motion to adjourn was made by Mr. Bowman and seconded by Ms. Torregrosa.

Motion was carried by unanimous voice vote.

Meeting adjourned at 2:50 pm.

Respectively Submitted,

Patrick Wright Administrative Coordinator

Ashley Monnier

From:

Mary Anderson

Sent:

Tuesday, April 13, 2010 4:53 PM

To:

Ashley Monnier

Subject:

March - 10 - DRC Meeting - KWFD

Attachments: image002.png; oledata.mso



OFFICE OF THE FIRE MARSHAL MEMORANDUM

DATE:

03/25/2010

TO:

DRC

FROM:

Alan Averette, Fire Inspector

SUBJECT: DRC- March, 2010-Summary

- ♣ 5701 College Rd. Major Development Plan No Objections.
- 400 South St. Variance (Old Business Feb.) No Objections.
- ↓ 1010 Kennedy Dr. Conditional Use (Old Business Aug.) No Objections.
- 1500 Reynolds St. Conditional Use (Old Business Oct.) No Objections.
- ↓ 1500 Reynolds St. Variance (Old Business Oct.) No Objections.
- ♣ 901 Caroline St. Exception Outdoor Display No Objections.
- 515 Margaret St. Variance No Objections.
- ♣ 517 Margaret St. Variance No Objections.



MEMO

TO: Amy Kimball-Murley Planning Director

FROM: Cynthia Domenech-Coogle

Urban Forestry Program Mgr.

DATE: April 21, 2010

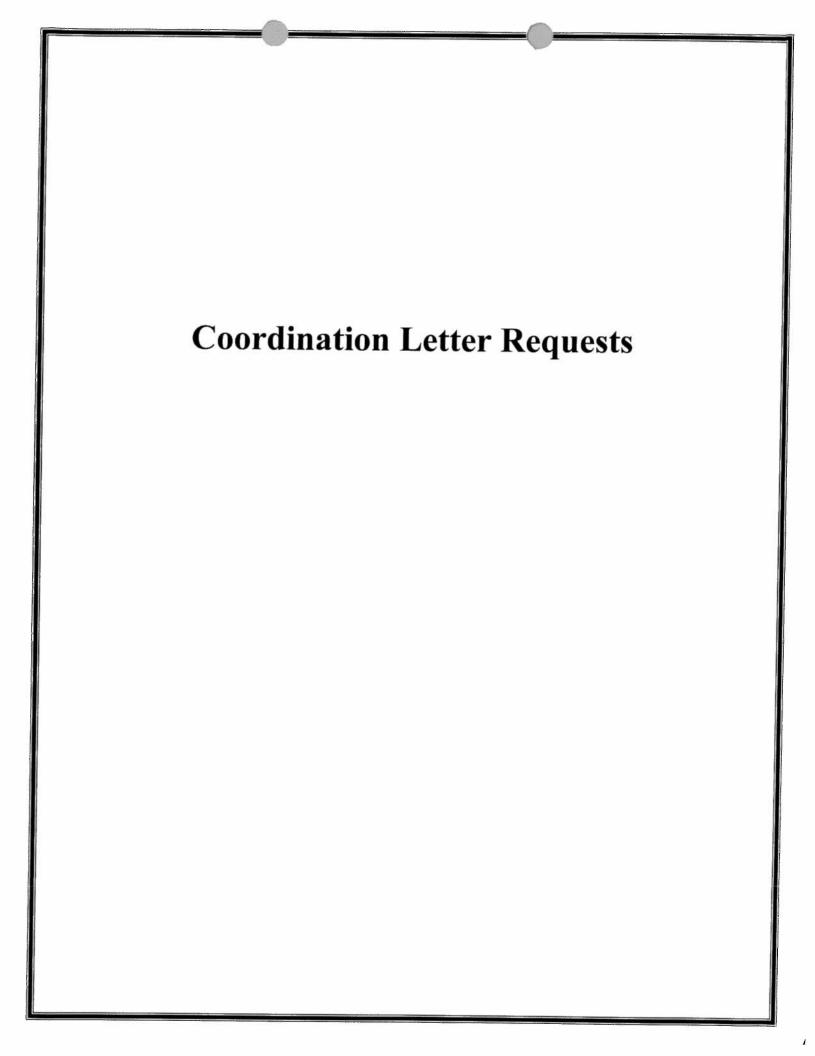
SUBJECT: 3200 Duck Avenue - Casa de Meredith/Spalding Ct. /Poinciana Plaza – Minor Development

The footprint for construction of a two story frame building, Minor Development request, impacts 5 trees and 2 Coconut palms.

Tree Commission approval is required for the removal and transplants of impacted trees and palms. Landscape plan approval is required.

I have reviewed the site and proposed plans for landscape compliance and concur.

PUBLIC WORKS FACILITY, 633 PALM AVENUE, KEY WEST, FL 33040 305/809-3768 office, 305/296-6152 fx





March 1, 2010

Ms. Lynn Tejeda General Manager & CEO Keys Energy Services 1001 James Street Key West, Florida 33040

Subject: Casa de Meredith – Minor Development Plan Application

The Craig Company

Comprehensive Planning Resort/Tourism Planning Land Use Regulation Development Feasibility Site Design Expert Witness

Mailing address: P. O. Box 970 Key West, FL 33041-0970

Office location: 610 White St. Key West, FL 33040

Phone: 305/294-1515 Fax: 305/292-1525 E-mail: don@craigcompany.com

Dear Ms Tejeda:

This letter is a request for a letter of coordination with regards to a Development Plan Application by Samuel's House, Inc. for the development of a housing facility specifically for homeless/chronically homeless women. The facility as proposed will be a 9 unit facility with 16 bedrooms in a 2-story building, 4 parking spaces and landscaping. The site is located on a 50 feet by 100 feet portion of the Poinciana Housing project site on Spalding Court in the City of Key West (RE number 00064740-000000).

Please review the enclosed copy of the survey and site plan with reference to your area of expertise and send your approval/comments to me at P.O. Box 970, Key West, Florida 33041 which we will forward to the City Planning Department.

Thank you.

Very trally yours

Donald L. Craig, AICP

DL*ei*jr Enclosures

cc: Samuel's House, Inc.





March 1, 2010

Mr. Ed Nicolle Senior Engineering Technician Florida Key Aquaduct Authority P.O. Box 1239 Key West, Florida 33040

Subject: Casa de Meredith – Minor Development Plan Application

The Craix Company

Comprehensive Planning Resort/Tourism Planning Land Use Regulation Development Feasibility Site Design Expert Witness

Mailing address: P. O. Box 970 Key West, FL 33041-0970

Office location: 610 White St. Key West, FL 33040

Phone: 305/294-1515 Fax: 305/292-1525

Fax: 305/292-1525 E-mail: don@craigcompany.com

Dear Mr. Nicolle:

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Please review the enclosed copy of the survey and site plan with reference to your area of expertise and send your approval/comments to me at P.O. Box 970, Key West, Florida 33041 which we will forward to the City Planning Department.

Thank you.

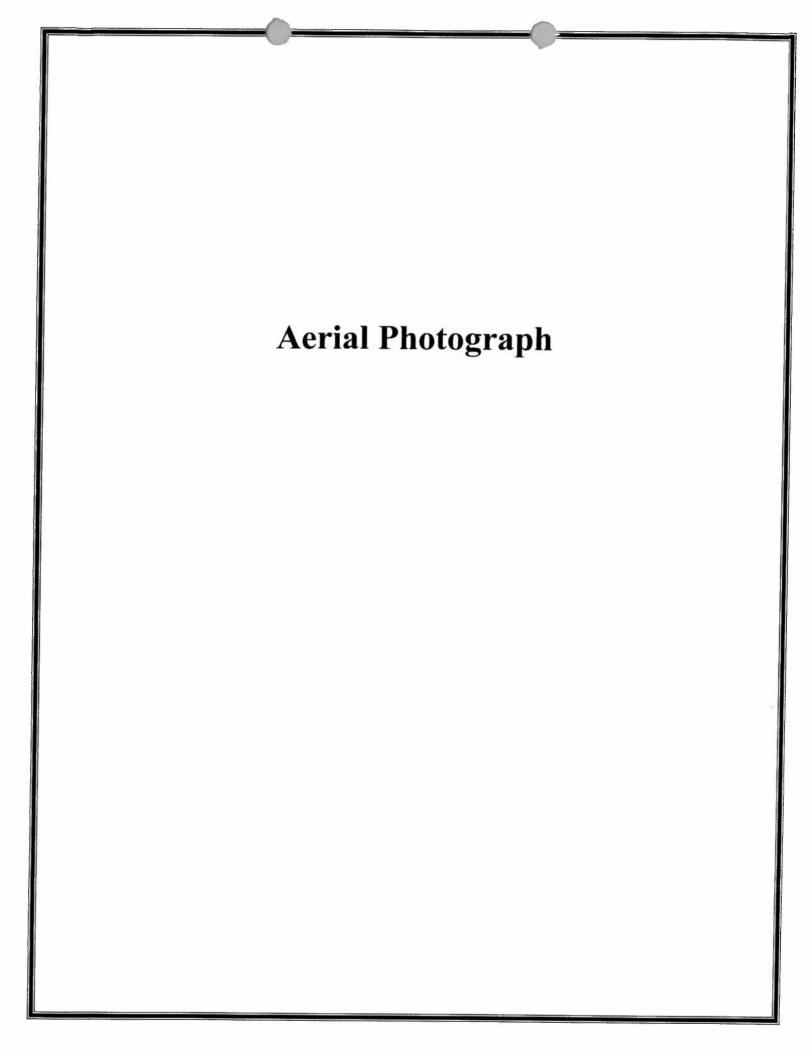
Very truly yours,

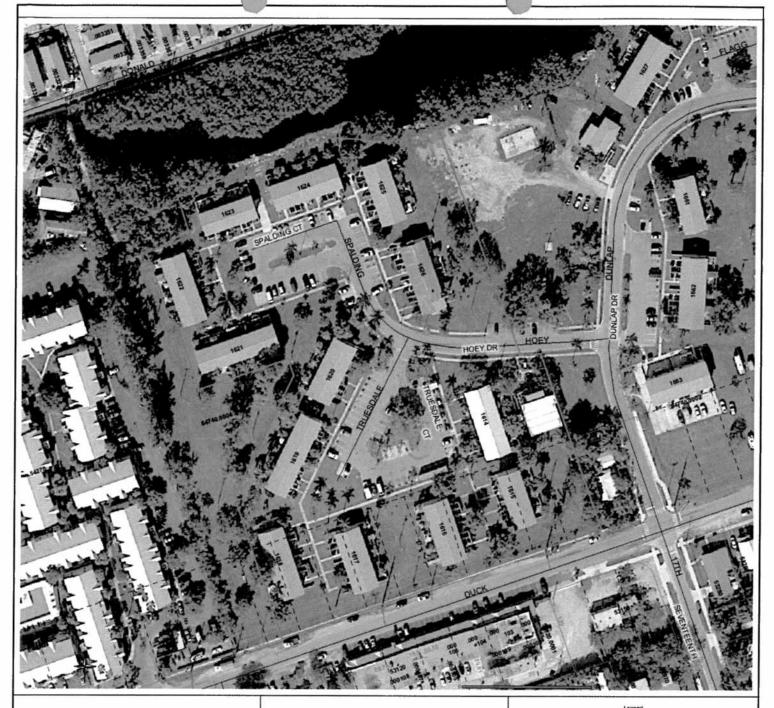
Donald L. Craig, AICP

DLC/jr Enclosures

cc: Samuel's House, Inc.







Monroe County Property Appraiser 500 Whitehead Street Key West, FL

PALMIS

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

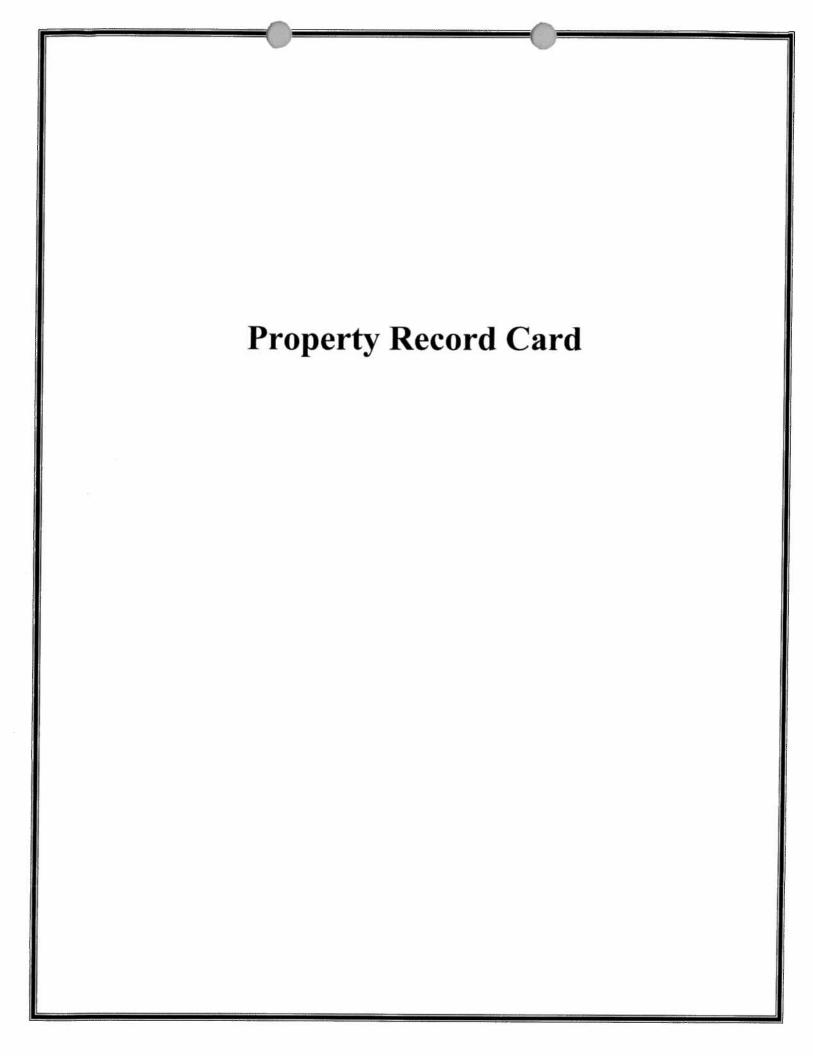
Date Created: February 25, 2010 4:33 PM

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Roll Year 2010 **Run:** 02/25/2010 04:56 PM

Effective Date: 2/25/2010 4:58:16 PM

Alternate Key: 1065242

CITY OF KEY WEST	Parcel 00064740-000000-34-67-25	Nbhd 31100
P O BOX 1409	Alt Key 1065242	Mill Group 10KW
KEY WEST FL 33041	Affordable Housing No	PC 8900
	FEMA Injunction	
	Inspect Date	Next Review
	Business Name	
	Physical Addr 3200 BLOCK DUCK AVE, KEY WEST	E, KEY WEST
Associated Names		

Associated Names		
Name	Name DBA Role	Role
CITY OF KEY WEST,		Owner

Legal Description

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Building Sketch 5367

Alternate Key: 1065242

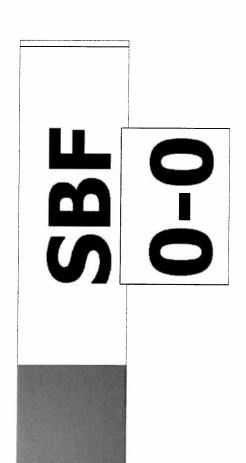
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Inclusions: R4	includes 4 3-fixture	Inclusions: R4 includes 4 3-fixture baths and 4 kitchens.									
Roof Type 2	Roof Cover 1	Heat 1	Heat 2 0	Heat Src 1 4	Heat	Heat Src 2 0	Foundation 5	Bedrooms 8			
Extra Features:	Extra Features: 2 Fix Bath 0 3 Fix Bath 0	4 Fix Bath 0 5 Fix Bath 0	6 Fix Bath 0	Extra Fix 0	Vacu	Vacuum 0	Security 0	Garbage Disposal 0			
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						Effective I	Effective Date: 2/25/2010 4:58:16 PM	4:58:16 PM	Run: 02/25/2010 04:56 PM	010 04:5	6 PM
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Building Sketch 5376



Monroe Co	unty Prope	Monroe County Property Record Card (023)	ard (023)				Alteri Effec	Alternate Key: 1065242 Effective Date: 2/25/2010	Alternate Key: 1065242 Effective Date: 2/25/2010 4:58:16 PM	Roll Year 2010 Run: 02/25/2010	Roll Year 2010 Run: 02/25/2010 04:56 PM	56 PM
Building Characteristics Building Nbr 10 Effective Age 17 Grnd Floor Area 5,880	eristics 10 17 5,880	Building Type R4 Condition P Quality Grade 550	R4 P 550	Perimeter Depreciati Year Built	% uo	428 0.23 1966		Functional Obs Economic Obs Special Arch	0.00			
Inclusions: R4 in Roof Type 2	cludes 4 3-fixture Roof Cover 3	inclusions: R4 includes 4 3-fixture baths and 4 kitchens. Roof Type 2 Roof Cover 3 Heat 1 6	Heat 2 0	Heat Src 1	-	Heat Src 2 0	2 0	Foundation 5	Bedrooms 8			
Extra Features:	2 Fix Bath 0 3 Fix Bath 0	4 Fix Bath 0 5 Fix Bath 0	6 Fix Bath 0	Extra Fix 0 Dishwasher 0	x 0 ther 0	Vacuum 0 Intercom 0	0 0	Security 0 Fireplaces 0	Garbage Disposal 0	0 0		
Sections Type Nu	Number Exteri	Exterior Wall Type	The state of the s	# Stories Year Built	Pear Built	Attic) V	9 todaini W todanasa B)			
FLA 1	5:C.B.S.	S.	And the Commentary and the Comme		1982	z	>	0.00		Area 5.880	SKetch ID SOH %	% C
PTO 2	ö				1982	z	>	0.00	00.0	1 796	054	00.0
SBF 3	ö			—	1982	z	>	00:00	00:00	210	055	0.00

Building Sketch 5377

Alternate Key: 1065242 **Effective Date:** 2/25/2010 4:58:16 PM

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Building Characteristics	teristics		A CONTROL OF THE PROPERTY OF T							-		
Building Nbr Effective Age Grnd Floor Area	11 17 1 5,880	Building Type R4 Condition P Quality Grade 550	R4 P 550	Perimeter 512 Depreciation % 0.23 Year Built 1966	% uc	512 0.23 1966		Functional Obs 0.00 Economic Obs 0.00 Special Arch 0	0.00			
Inclusions: R4	includes 4 3-fixture Roof Cover 3	Inclusions: R4 includes 4 3-fixture baths and 4 kitchens. Roof Type 2 Roof Cover 3 Heat 1 6	s. Heat 2 0	Heat Src 1		Heat Src 2 0	2 0	Foundation 5	Bedrooms 16			
Extra Features:	Extra Features: 2 Fix Bath 4 3 Fix Bath 4	4 Fix Bath 0 5 Fix Bath 0	6 Fix Bath 0	Extra Fix 0 Dishwasher 0		Vacuum 0 Intercom 0	0 0	Security 0 Fireplaces 0	Garbage Disposal 0 Compactor 0			
Sections												
Type	Number Exter	Exterior Wall Type	A Commission of Contacts Installation of the Commission of	# Stories Yea	Year Built	Attic	AC	Basement % Finished Bsmt %	ished Bsmt %	Area	Sketch ID SOH %	% HOS
FLA 1	5:C.B.S.	3.S.		-	1982	z	>	00.00	0.00	5,880		0.00
PTO 2	5:C.B.S.	3.S.		_	1982	Z	>	00.00	0.00	1,796	057	0.00
SBF 3	Ö			-	1982	z	>	0.00	0.00	210	058	00.00

Building Sketch 5378

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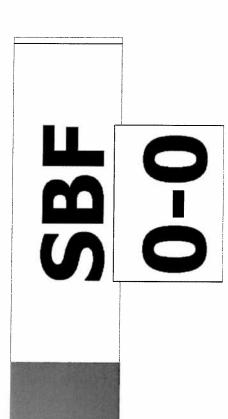
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Building Characteristics	acteristics											***************************************	
Building Nbr	12		Building Type R4	R4	Perimeter		472		Functional Obs 0.00	0.00			
Effective Age	17		Condition	۵	Depre	Depreciation % 0.23	0.23		Economic Obs	0.00			
Grnd Floor Area	r ea 5,880		Quality Grade	550	Year Built		1966		Special Arch	0			
Inclusions: R	4 includes 4	3-fixture b	Inclusions: R4 includes 4 3-fixture baths and 4 kitchens.	, á									
Roof Type 2	Roof Cover 3	over 3	Heat 1 6	Heat 2 0	Heat Src 1	rc 1 1	Heat Src 2 0	200	Foundation 5	Bedrooms 16			
Extra Features: 2 Fix Bath 4	s: 2 Fix Ba	ith 4	4 Fix Bath 0	6 Fix Bath 0	Extra Fix 0	0 x i	Vacuum	0	Security 0	Garbage Disposal ()			
	3 Fix Bath 4	ith 4	5 Fix Bath 0	7 Fix Bath 0	Dishwa	Dishwasher 0	Intercom 0	0	Fireplaces 0	Compactor 0			
Sections													***************************************
Туре	Number	Exterio	Exterior Wall Type		# Stories	Year Built	Attic	Ą	Basement % Finished Bsmt %	ished Bsmt %	Area	Sketch ID SOH %	% HOS
FLA	_	5:C.B.S.	(6		-	1982	z	>-	00.00	0.00	5,880	059	00.00
PTO	2	ö			-	1982	z	>	00.00	0.00	1,796	090	00.00
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Building Characteristics	steristics								A THE RESERVE THE PROPERTY OF			
Building Nbr Effective Age	13	Building Type R4 Condition P	R4 P	Perimeter Depreciati	%	512	Func	Functional Obs 0.00	0.00			
Grnd Floor Area 5,880	5,880	Quality Grade 550	550	Year Built	?	1966	Speci	Special Arch	0.00			
Inclusions: R4	includes 4 3-fixture I	Inclusions: R4 includes 4 3-fixture baths and 4 kitchens.	ú									
Roof Type 2	Roof Cover 3	Heat 1 6	Heat 2 0	Heat Src 1	-	Heat Src 2 0		Foundation 5	Bedrooms 16			
Extra Features:	Extra Features: 2 Fix Bath 4	4 Fix Bath 0	6 Fix Bath 0		x 4	Vacuum	0	Security 0	Garbage Disposal 0			
	S FIX Bath 4	5 FIX Bath 0	7 Fix Bath 0	Dishwasher 0	sher 0	Intercom 0		Fireplaces 0	Compactor 0			
Sections				The state of the s	The second secon			The state of the s			The second secon	
Type	Number Exteric	Exterior Wall Type	makand philabelish is a a a a a a a a a a a a a a a a a a	# Stories Year Built Attic	fear Built		A/C Baserr	ent % Fin	Basement % Finished Bsmt %	Area	Sketch ID SOH %	% HOS
FLA 1	5:C.B.S.	ς _j		•	1982	z		0.00	0.00	5,880	2	00.00
PTO 2				-	1982	z		00.00	0.00	1,796	063	0.00

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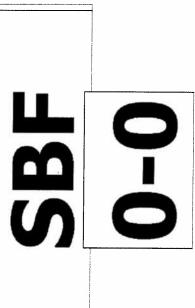
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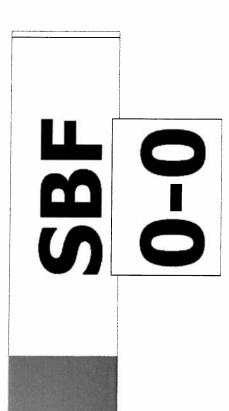
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Building Characteristics	teristics											
Building Nbr 14 Effective Age 17 Grnd Floor Area 5,880	14 17 5,880	Building Type R4 Condition P Quality Grade 550	e R4 P e 550	Perimeter Depreciati Year Built	% uo	512 0.23 1966	Func Econ Spec	Functional Obs Economic Obs Special Arch	0.00			
Inclusions: R4 includes 4 3-fixture Roof Type 0 Roof Cover 0	includes 4 3-fi Roof Cove	Inclusions: R4 includes 4 3-fixture baths and 4 kitchens. Roof Type 0 Roof Cover 0 Heat 1 0	ins. Heat 2 0	Heat Sr	Heat Src 1 0	Heat Src 2 0		Foundation 0	Bedrooms 0			
Extra Features: 2 Fix Bath 4	2 Fix Bath 4 3 Fix Bath 4	4 4 Fix Bath 0 4 5 Fix Bath 0	6 Fix Bath 0		Extra Fix 0 Dishwasher 0	Vacuum 0 Intercom 0		Security 0 Fireplaces 0	Garbage Disposal 0 Compactor 0			
Sections Type N	Number	Exterior Wall Type		# Stories	# Stories Year Built Attic A/C	Δ#ic Δ		mont % Fin	Racament 9, Einiched Bemt 9,	00° V	404013	8100
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Lac		_	1982	z	z	0.00	0.00	210	290	0.00

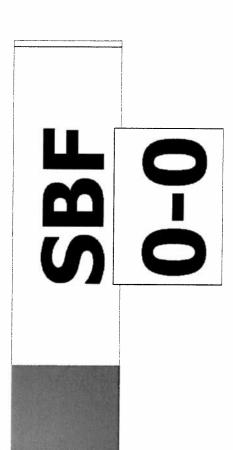


Building Nbr Effective Age	15 17	Building Type R4 Condition P	R4 P	Perimeter 428 Depreciation % 0.23	428 0.23	Functional Obs 0.00 Economic Obs 0.00	0.00	
Grnd Floor Area	4,620	Quality Grade	550	Year Built	1966	Special Arch	0	
Inclusions: R4 i	ncludes 4 3-fixture Roof Cover 3	Inclusions: R4 includes 4 3-fixture baths and 4 kitchens. Roof Type 2 Roof Cover 3 Heat 1 6	s. Heat 2 0	Heat Src 1	Heat Src 2 0	Foundation 2	Bedrooms 8	
ktra Features:	Extra Features: 2 Fix Bath 0 3 Fix Bath 0	4 Fix Bath 0 5 Fix Bath 0	6 Fix Bath 0	Extra Fix 0 Dishwasher 0	Vacuum 0 Intercom 0	Security 0 Fireplaces 0	Garbage Disposal () Compactor ()	
Sections Type Ni	Number Exteric	Exterior Wall Type		# Stories Year Built Attic A/C	Attic A/C	Basement % Finished Bsmt %	Area	Sketch ID SOH %

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)					Effective [Effective Date: 2/25/2010 4:58:16 PM	6 PM	Run: 02/25/2010 04:56 PM	010 04:5	S PM
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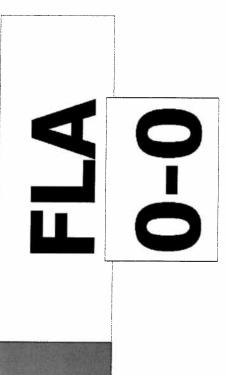


Grnd Floor Area	5,280	Building Type R4 Condition P Quality Grade 550	e R4 P e 550	Perimeter 472 Depreciation % 0.43 Year Built 1966	472 0.43 1966	Functional Obs Economic Obs Special Arch	0.00 0.00 0
sions: R4 i Type 2	Inclusions: R4 includes 4 3-fixture Roof Type 2 Roof Cover 3	Inclusions: R4 includes 4 3-fixture baths and 4 kitchens. Roof Type 2 Roof Cover 3 Heat 1 6	ins. Heat 2 0	Heat Src 1 1	Heat Src 2 0	Foundation 2	Bedrooms 12
Features:	Extra Features: 2 Fix Bath 0 3 Fix Bath 4	4 Fix Bath 0 5 Fix Bath 0	6 Fix Bath 0	Extra Fix 0 Dishwasher 0	Vacuum 0 Intercom 0	Security 0	Garbage Disposal 0 Compactor 0

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Туре	Number	Exterior Wall Type	# Stories	# Stories Year Built Attic A/C	Attic	A \C	Basement % Finished Bsmt %	nished Bsmt %	Area	Area Sketch ID SOH %	% HOS
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SBF	က	0:	-	1982	z	>	0.00	0.00	150	073	0.00



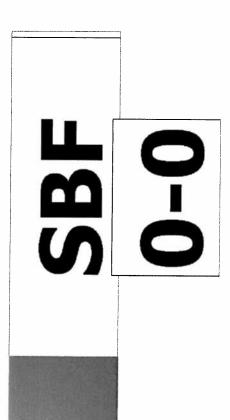
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Building Nbr	17		Building Type	8 R4			Perimeter	428	Functional Obs 0.00	0.00
Effective Age	44		Condition	۵			Depreciation % 0.43	0.43	Economic Obs	000
Grnd Floor Area	4,620		Quality Grade	le 550			Year Built	1966	Special Arch	0
Isions: R4	includes 4 3-fix	ture b	inclusions: R4 includes 4 3-fixture baths and 4 kitchens.	ens.						
Roof Type 2	Roof Cover 3	က	Heat 1 6	Hea	Heat 2	0	Heat Src 1	Heat Src 2 0	Foundation 2	Bedrooms 8
Extra Features:	2 Fix Bath 0	0	4 Fix Bath 0	6 Fi	6 Fix Bath 0	0	Extra Fix 0	Vacuum 0	Security 0	Garbage Disposal ()
	3 Fix Bath 0	0	5 Fix Bath 0	7 Fi.	7 Fix Bath 0	0	Dishwasher 0	Intercom 0	Fireplaces 0	Compactor

Alternate Key: 1065242 Effective Date: 2/25/2010 4:58:16 PM

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	% HOS	00.00
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	Area	4,620
	# Stories Year Built Attic A/C Basement % Finished Bsmt %	00.00
	Basement %	00.00
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	Year Built	1982 N
	# Stories	-
	e e describina estado estado estado estado de constante de constante de constante de constante de constante de	
	Exterior Wall Type	5:C.B.S.
	Number	
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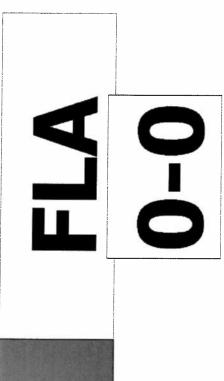
Building Sketch 5384



;	8	ре Д	R4	Perimeter	428	Functional Obs	0.00
Effective Age Grad Floor Area	17	Condition	G .	% uo	0.23	Economic Obs	0.00
	040,†	duality Grade	000	Year Built	1966	Special Arch	0
Inclusions: R4	ncludes 4 3-fixture	Inclusions: R4 includes 4 3-fixture baths and 4 kitchens.					
Roof Type 2	Roof Cover 3	Heat 1 6	Heat 2 0	Heat Src 1	Heat Src 2 0	Foundation 2	Bedrooms 8
Extra Features:	2 Fix Bath 0	4 Fix Bath 0	6 Fix Bath 0	Extra Fix 0	Vacuum 0	Security 0	Garbage Disposal 0
	3 Fix Bath 0	5 Fix Bath 0	7 Fix Bath 0	Dishwasher 0	Intercom 0	Fireplaces 0	Compactor

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Monro	e County	Monroe County Property Record Card (023)				Alter Effec	Alternate Key: 1065242 Effective Date: 2/25/2010 4:58:16 PM	16 PM	Roll Year 2010 Run: 02/25/2010	Roll Year 2010 Run: 02/25/2010 04:56 PM	56 PM
Туре	Number	Exterior Wall Type	# Stories	# Stories Year Built Attic A/C	Attic		Basement % Finished Bsmt %	t%	Area	Area Sketch ID SOH %	% HOS
FLA	•	5:C.B.S.	~	1982	z	>	0.00	0.00	4,620	075	00.00
PTO	7	Ö	-	1982	z	>	0.00	00.0	1,924	920	0.00
SBF	က	5:C.B.S.	~	1982	z	>-	0.00	0.00	130	720	00.00



Effective Age 44 Condition Grnd Floor Area 4,620 Quality Grade Inclusions: R4 includes 4 3-fixture baths and 4 kitchens. Roof Type 2 Roof Cover 3 Heat 1 6						
nclusions: R4 includes 4 3-fixture baths a	Building Type R4 Condition P Quality Grade 550	R4 P 550	Perimeter 428 Depreciation % 0.43 Year Built 1966	428 0.43 1966	Functional Obs Economic Obs Special Arch	0.00
	s and 4 kitchens.					
	Heat 1 6	Heat 2	D Heat Src 1 1	Heat Src 2 0	Foundation 2	Bedrooms 8
	4 Fix Bath 0	6 Fix Bath 0	0 Extra Fix 0	Vacuum 0	Security 0	Garbage Disposal ()
3 FIX Bath 0 5 Fix	5 Fix Bath 0	7 Fix Bath 0	Dishwasher 0	Intercom 0	Fireplaces 0	Compactor 0

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l	%	0.00	
	SOH	0	
	Area Sketch ID SOH %	078	
	Area	4,620	
	d Bsmt %	0.00	
	# Stories Year Built Attic A/C Basement % Finished Bsmt %	0.00	
	A/C	>	
	Attic	z	
	Year Built	1965	
	# Stories	-	
	erior Wall Type	.C.B.S.	
	Ext	2;C	
	Number		
Sections	Туре	A.	

Building Sketch 5368

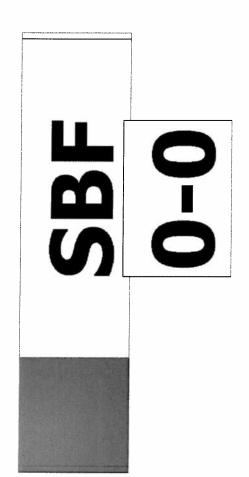


Grnd Floor Area 6,384	-		250	Vear Built 1966	366 0.23 1966	Functional Obs Economic Obs Special Arch	0.00 0.00 0
usions: R6	Inclusions: R6 includes 6 3-fixture baths and 6 kitchens.	e baths and 6 kitchens.					
Roof Type 2	Roof Cover 1	Heat 1	Heat 2 0	Heat Src 1 4	Heat Src 2 0	Foundation 5	Bedrooms 12
ra Features:	Extra Features: 2 Fix Bath 0	4 Fix Bath 0	6 Fix Bath 0	Extra Fix 0	Vacuum 0	Security 0	Garbage Disposal ()
	3 Fix Bath 0	5 Fix Bath 0	7 Fix Bath 0	Dishwasher 0	Intercom 0	Fireplaces 0	Compactor

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Monro	e County	Monroe County Property Record Card (023)				Alter	Alternate Key: 1065242 Effective Date: 2/25/2010 4:58:16 PM	16 PM	Roll Year 2010 Run: 02/25/2010	Roll Year 2010 Run: 02/25/2010 04:56 PM	:56 PM
Туре	Number	Exterior Wall Type	# Stories	Year Built	Attic	A/C	Basement % Finished Bsmt %	ıt %	Area	Sketch ID	% HOS
FLA	-	5.C.B.S.	~	1982	z	>-	00.0	0.00	3,192	010	00.0
SBF	10	5.C.B.S.	-	1982	z	>-	00.00	0.00	65	017	0.00
PTO	+	Ö	-	1982	z	>	0.00	0.00	273	018	00.00
PTO	12	.0	—	1982	z	>-	0.00	0.00	1,710	019	0.00
FLA	13	5:C.B.S.	—	1982	z	>	0.00	0.00	3,192	020	0.00
PTO	2		-	1982	z	>	0.00	0.00	273	011	00.00
SBF	4	5.C.B.S.	-	1982	z	>-	0.00	0.00	99	012	0.00
PTO	9	Ö	-	1982	z	>	0.00	0.00	300	013	0.00
SBF	7	5.C.B.S.	-	1982	z	>	0.00	0.00	99	014	00.00
PTO	ω	0:	~	1982	z	>	0.00	0.00	117	015	0.00
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Building Characteristics Building Nbr 20 Effective Age 44 Grnd Floor Area 5,880 Inclusions: R4 includes 4 3-fix Roof Type 2 Roof Cover Extra Features: 2 Fix Bath 3 Fix Bath	eristics 20 44 5,880 cludes 4 3-fixtur Roof Cover 3 2 Fix Bath 4 3 Fix Bath 4	Building Characteristics Building Nbr 20 Building Type R4 Effective Age 44 Condition P Grnd Floor Area 5,880 Cuality Grade 550 Inclusions: R4 includes 4 3-fixture baths and 4 kitchens. Roof Type 2 Roof Cover 3 Heat 1 6 He Extra Features: 2 Fix Bath 4 4 Fix Bath 0 6 F	R4 P 550 Heat 2 0 Fix Bath 0	Perimeter Depreciation Year Built Heat Src 1 1 Extra Fix 0 Dishwasher 0	r t 1 1 o	512 0.43 1966 Heat Src 2 0 Vacuum 0 Intercom 0		Functional Obs 0.00 Economic Obs 0.00 Special Arch 0 Foundation 2 Bec Security 0 Gar	0.00 0.00 0 Bedrooms 16 Garbage Disposal 0 Compactor 0	0 0		
Sections Type Nu	Number Exte	Exterior Wall Type	College and the state of the st	# Stories Year Built Attic	ear Built	Attic	A/C	Basement % Finished Bsmt %	nished Bsmt %	Area	Sketch ID SOH %) % HOS
FLA 1	5:C.	5:C.B.S.			1982	z	>	00.0	0.00	5,880	620	0.00
PTO 2	ö			~	1982	z	>	00.00	0.00	1,796	080	00.00
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Building Sketch 5387

Effective Date: 2/25/2010 4:58:16 PM Alternate Key: 1065242

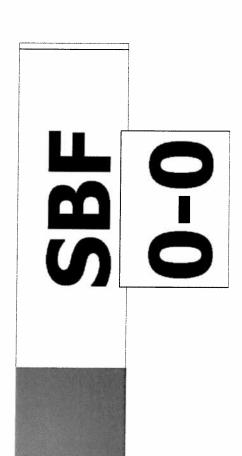
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Building Characteristics	acteristics												
Building Nbr 21 Effective Age 17 Grnd Floor Area 5,280	21 17 ea 5,280		Building Type R4 Condition P Quality Grade 550	R4 P	Perimeter Depreciati Year Built	% uo	472 0.23 1966		Functional Obs Economic Obs Special Arch	s 0.00 s 0.00 0			
Inclusions: R4 Roof Type 2	4 includes 4 3-fixtur Roof Cover 3	3-fixture b	Inclusions: R4 includes 4 3-fixture baths and 4 kitchens. Roof Type 2 Roof Cover 3 Heat 1 6	is. Heat 2 0	Heat S	Heat Src 1 1	Heat Src 2 0	, 2 0	Foundation 2	Bedrooms 12			
Extra Features: 2 Fix Bath 0	s: 2 Fix Bath 0 3 Fix Bath 4	ath 0	4 Fix Bath 0 5 Fix Bath 0	6 Fix Bath 0	Extra l Dishwa	Extra Fix 0 Dishwasher 0	Vacuum 0 Intercom 0	0 0	Security 0 Fireplaces 0	Garbage Disposal 0 Compactor 0			
Sections													
Туре	Number	Exterio	Exterior Wall Type	THE HOLD SERVICE AND A SERVICE SERVICE SERVICE SERVICES.	# Stories	# Stories Year Built Attic	Attic	A/C	Basement % F	Basement % Finished Bsmt %	Area	Sketch ID SOH %	% HOS
FLA	—	5:C.B.S.			~~	1982	z	>	0.00	0.00	5,280	082	00.0
PTO	2	ö			Ψ-	1982	z	>	00.00	0.00	1,690	083	0.00
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Building Sketch 5388



Building Nbr 2 Building Type R4 Depreciation % 0.43 Fight Effective Age Faconomic Obs 0.00 Condition Permentation % 0.43 Faconomic Obs 0.00 Permentations Condition Permentation % 0.43 Economic Obs 0.00 Permentations Permentation % 0.43 Economic Obs 0.00 Permentation % 0.43 Permentation % 0.44	Building Characteristics													
Heat 2 0 Heat Src 2 0 Foundation 2 Bedrooms 16 6 Fix Bath 0 Extra Fix 0 Vacuum 0 Security 0 Garbage Disposal 0 7 Fix Bath 0 Dishwasher 0 Intercom 0 Fireplaces 0 Compactor 0 0 # Stories Year Built Attic A/C Basement %			Building Ty Condition Quality Gra	/pe R4 P ide 550		Perim Depre Year	neter eciation % Built	512 0.43 1966		Functional Ob Economic Ob Special Arch	0.00 \$ 0.00 0			
Compact Comp	Icludes 4 3-fixture b		aths and 4 kitcl		c		• •	:	(
0 6 Fix Bath 0 Extra Fix 0 Vacuum 0 Security of Fireplaces 0 Garbage Disposal 0 0 7 Fix Bath 0 Dishwasher 0 Intercom 0 Fireplaces 0 Compactor 0 1 1982 N Y 0.00 0.00 5,880 0.85 1 1982 N Y 0.00 0.00 1,796 0.86 1 1982 N Y 0.00 0.00 210 086	5				>	Heat S	- -	Heat Si	0 7 0	Foundation 2				
# Stories Year Built Attic A/C Basement % Finished Bsmt % Area Sketch ID SC	Extra Features: 2 Fix Bath 4 3 Fix Bath 4		4 Fix Bath 0 5 Fix Bath 0			Extra F Dishwa	ix 0	Vacuur	0 0 E E	Security 0				
# Stories Year Built Attic A/C Basement % Finished Bsmt % Area Sketch ID SC 7 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8				A STATE OF THE PARTY OF THE PAR		7.300						***************************************		
1 1982 N Y 0.00 0.00 5,880 085 1 1982 N Y 0.00 0.00 1,796 086 1 1982 N Y 0.00 0.00 210 087	Exteri	ō	Exterior Wall Type	STOR AMMARIA IN (AN DE VINTA)/AR SAMAR BARRINGS, SAME (A ME MARIN ME CONT.)	#	Stories	Year Built	Attic	AC	Basement %	Finished Bsmt %	Area		% HOS
1 1982 N Y 0.00 0.00 1,796 086 1 1982 N Y 0.00 0.00 210 087	5:C.B.S.	S				~	1982	z	>	0.00	0.00	5,880		0.00
1 1982 N Y 0.00 0.00 210 087	ö					-	1982	z	>	0.00	0.00	1,796	086	0.00
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Page: 18 of 32

Building Sketch 5389

Alternate Key: 1065242

Effective Date: 2/25/2010 4:58:16 PM

Run: 02/25/2010 04:56 PM Roll Year 2010

Building Characteristics	cteristics											
Building Nbr	23	Building Type R4	9 R4	Perimeter		472	Fu	Functional Obs	00.00			
Effective Age	25	Condition	۵.	Depreciation % 0.32	ion % 0.	.32	Ë	Economic Obs	00.0			
Grnd Floor Area 4,620	a 4,620	Quality Grade 550	\$ 550	Year Built		1966	ďS	Special Arch	0			
Inclusions: R4	includes 4 3-fix	Inclusions: R4 includes 4 3-fixture baths and 4 kitchens.	ns.									
Roof Type 2	Roof Cover 3	r3 Heat 1 6	Heat 2 0	Heat Src 1		Heat Src 2 0		Foundation 2	Bedrooms 12			
Extra Features: 2 Fix Bath 4	2 Fix Bath	4 4 Fix Bath 0	6 Fix Bath 0	Extra Fix 0		Vacuum 0		Security 0	Garbage Disposal ()			
	3 Fix Bath 4	4 5 Fix Bath 0	7 Fix Bath 0	Dishwasher 0		Intercom 0		Fireplaces 0	Compactor 0			
Sections			A COLUMN TO THE PROPERTY OF TH									
Type	Number E	Exterior Wall Type		# Stories Year Built Attic	r Built	i	A/C Bas	Basement % Finished Bsmt %	shed Bsmt %	Area	Area Sketch ID SOH %	% HOS
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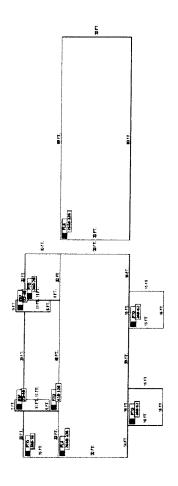
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Monroe (Sounty	Proper	Monroe County Property Record Card (023)	Card (023)				Alter Effec	Alternate Key: 1065242 Effective Date: 2/25/2010 4:58:16 PM	242 2010 4:58:16 PM	Roll Year 2010 Run: 02/25/201	Roll Year 2010 Run: 02/25/2010 04:56 PM	:56 PM
SBF	m	.; 0			Ψ-	1982	z	>-	0.00	0.00	130	060	0.00
Building Characteristics Building Nbr 24 Effective Age 25 Grnd Floor Area 5,880	acteristics 24 25 6a 5,880		Building Type Condition Quality Grade	P R4	Perimeter Depreciation %	1	512 0.32 1966		Functional Obs Economic Obs	0.00			
Inclusions: R	4 includes 4 3-fixtu Roof Cover 3	13-fixture ba	Inclusions: R4 includes 4 3-fixture baths and 4 kitchens. Roof Type 2 Roof Cover 3 Heat 1 6	ns. Heat 2 0	Heat Src 1	<u>-</u>	Heat Src 2 0	0 7 0	Special Arch Foundation 2	0 Bedrooms 16			
Extra Features:	s: 2 Fix Bath 3 Fix Bath	ath 4	4 Fix Bath 0 5 Fix Bath 0	6 Fix Bath 0 7 Fix Bath 0	Extra Fix 0 Dishwasher 0	0 0 er 0	Vacuum Intercom	. E	Security 0	sal	0 0		
Sections Type	Number	Exterior	Exterior Wall Type	#	# Stories Ye	Year Built	Attic	A/C	٠, .	Finished Remt %	, and a	Of Hotodo	òno
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PTO	2	:0			-	1982	z	>-	0.00	0.00	1,796	092	0.00
SBF	က	5:C.B.S.				1982	z	>-	0.00	0.00	210	093	00.00

Building Sketch 5369

Alternate Key: 1065242

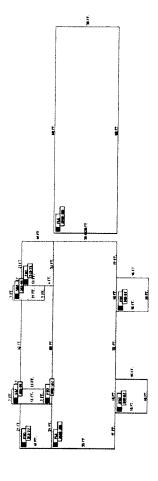
Run: 02/25/2010 04:56 PM Roll Year 2010 Effective Date: 2/25/2010 4:58:16 PM



Building Nbr 3 Building Type R4 Perimeter 472 Func Effective Age 17 Condition P Depreciation % 0.23 Econ Grud Floor Area 5.280 Quality Grade 550 Year Built 1966 Spec Inclusions: R4 includes 4 3-fixture baths and 4 kitchens. Heat 1 6 Heat 2 0 Heat Src 1 1 Heat Src 2 7 Four Roof Type 2 Roof Cover 3 Heat 1 6 Heat 2 0 Heat Src 1 1 Heat Src 2 6 Four Extra Features: 2 Fix Bath 4 4 Fix Bath 0 6 Fix Bath 0 7 Fix Bath 0 7 Fix Bath 0 7 Fix Bath 0 7 Fix Bath 0 8 Stories 7 Fix Bath 0 8 Stories 8 Stories 8 Stories 8 Stories 8 Stories 9 Fix Bath 0	Building Characteristics	ristics								A CONTRACT OF THE PROPERTY OF			
Signors: R4 includes 4 3-fixture baths and 4 kitchens. Type 2 Roof Cover 3 Heat 1 6 Heat 2 0 Heat Src 1 1 Heat Src 2 0 Features: 2 Fix Bath 4 4 Fix Bath 0 6 Fix Bath 0 6 Fix Bath 0 Extra Fix 0 Vacuum 0 0 3 Fix Bath 8 5 Fix Bath 0 7 Fix Bath 0 Dishwasher 0 Intercom 0 0 Aumber Exterior Wall Type # Stories Year Built Att Y 1 5:C.B.S. 1 1982 N Y 3 5:C.B.S. 1 1982 N Y 4 0: 1 1982 N Y	uilding Nbr fective Age nd Floor Area	3 17 5,280	Building Type Condition Quality Grade	R4 P 550	Perimeter Deprecial Year Buill	% uo	.72 .23 966		Functional Obs Economic Obs Special Arch	0.00			
Type 2 Roof Cover 3 Heat 1 6 Heat 2 0 Heat Src 1 1 Heat Src 2 0 Features: 3 Fix Bath 3 2 Fix Bath 6 6 Fix Bath 0 7 Fix Bath 0 7 Fix Bath 0 Dishwasher 0 Intercom 0 nos ** Six Bath 0 7 Fix Bath 0 7 Fix Bath 0 Dishwasher 0 Intercom 0 ** Six Bath 0 7 Fix Bath 0 7 Fix Bath 0 7 Fix Bath 0 1 Fix Bath 0 1 Fix Bath 0 1 Fix Comm 0 ** Six Bath 0 7 Fix Bath 0 7 Fix Bath 0 7 Fix Bath 0 1 Fix Bath 0 2 Fix	clusions: R4 inc	ludes 4 3-fixture	baths and 4 kitchens	ند									
Features: 2 Fix Bath 6 Fix Bath 6 Fix Bath 6 Fix Bath 6 Fix Bath 0 Dishwasher 0 Vacuum 0 Dns Aumber Exterior Wall Type # Stories Year Built Attic AC 1 5:C.B.S. 1 1982 N Y 3 5:C.B.S. 1 1982 N Y 4 0: 1 1982 N Y		Roof Cover 3			Heat Src 1		Heat Src	2 0	Foundation 5	Bedrooms 12			
Number Exterior Wall Type # Stories Year Built Attic A/C 1 5:C.B.S. 1 1982 N Y 2 0: 1 1982 N Y 3 5:C.B.S. 1 1982 N Y 4 0: Y Y Y	dra Features:	2 Fix Bath 4 3 Fix Bath 8	4 Fix Bath 0 5 Fix Bath 0	6 Fix Bath 0			Vacuum Intercom		Security 0	Garbage Disposal () Compactor			
Number Exterior Wall Type # Stories Year Built Attic A/C 1 5:C.B.S. 1 1982 N Y 3 5:C.B.S. 1 1982 N Y 4 0: 1 1982 N Y	ctions												
1 5:C.B.S. 1 1982 N Y 2 0: 1 1982 N Y 3 5:C.B.S. 1 1982 N Y 4 0: 1 1982 N Y	AND AND A STATE OF THE PARTY OF	Andrew Adventure of the second	or Wall Type	-	# Stories Yea			A/C	Basement % Finished Bsmt %	ished Bsmt %	Area	Sketch ID SOH %	% HOS
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	0	ö			-	1982	z	>	00.0	0.00	610	024	0.00

Monro	e Count	Monroe County Property Record Card (623)				Alternate	Alternate Key: 1065242		Roll Year 2010	010	
						Effective	Effective Date: 2/25/2010 4:58:16 PM	3 4:58:16 PM	Run: 02/25/2010 04:56 PM	2010 04:	36 PM
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Building Sketch 5370



Monroe County Property Record Card (023)

Roll Year 2010 Run: 02/25/2010 04:56 PM

Alternate Key: 1065242 **Effective Date:** 2/25/2010 4:58:16 PM

Building Characteristics	cteristics												
Building Nbr	4		Building Type R4	R4	Perimeter		512		Functional Obs	0.00			
Effective Age	44		Condition	۵	Depre	Depreciation %	0.43		Economic Obs	0.00			
Grnd Floor Area	a 5,880		Quality Grade	550	Year Built		1966		Special Arch	0			
Inclusions: R4	includes 4 3	-fixture ba	Inclusions: R4 includes 4 3-fixture baths and 4 kitchens.	ند									
Roof Type 2	Roof Cover 3	ver 3	Heat 1 6	Heat 2 0	Heat Src 1	rc 1 1	Heat Src 2 0	5 0	Foundation 5	Bedrooms 16			
Extra Features:	2 Fix Bath 3 Fix Bath	t t 4 ∞	4 Fix Bath 0 5 Fix Bath 0	6 Fix Bath 0	Extra Fix Dishwash	Extra Fix 0 Dishwasher 0	Vacuum	0 0	Security 0	Garbage Disposal 0			
Sections	The state of the s	And the second s		Township with a second of the					1	Compacion			Patricia de la constitución de l
Type	Number	Exterior	Exterior Wall Type	A CONTRACTOR OF THE PROPERTY O	# Stories	Year Built	Attic	A/C	Basement % Fin	Finished Bsmt %	Area	Sketch ID SOH %	% HOS
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PTO 4					_	1982	z	>	0.00	0.00	989	033	0.00
SBF 5	16	5:C.B.S.			_	1982	z	>	00.0	0.00	105	034	0.00
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PTO 7		.; O			-	1982	z	>-	0.00	0.00	240	036	00.0
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Building Sketch 5371

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Roll Year 2010

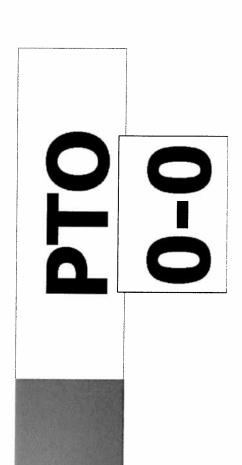
Alternate Key: 1065242 **Effective Date:** 2/25/2010 4:58:16 PM

Building Characteristics	racteristics									And the state of t			***************************************
Building Nbr	ω		Building Type R4	e R4	Perimeter		512		Functional Obs	0.00			
Effective Age	17		Condition	Ь	Deprecia	Depreciation % 0.23	0.23		Economic Obs	0.00			
Grnd Floor Area 6,384	rea 6,384		Quality Grade 550	s 550	Year Built		1966		Special Arch	0			
Inclusions: F	₹4 includes 4	3-fixture ba	Inclusions: R4 includes 4 3-fixture baths and 4 kitchens.	ns.									
Roof Type 2 Roof Cover 3	Roof Cc	over 3	Heat 1 6	Heat 2 0	Heat Src 1	-	Heat Src 2 0	; 2 0	Foundation 3	Bedrooms 16			
Extra Features: 2 Fix Bath 0 3 Fix Bath 4	s: 2 Fix Bath 0 3 Fix Bath 4	ath 0	4 Fix Bath 0 5 Fix Bath 0	6 Fix Bath 0	Extra Fix 0 Dishwasher 0	0 er 0	Vacuum 0 Intercom 0	00	Security 0	Garbage Disposal ()			
Sections													
Туре	Number	Exterior	Exterior Wall Type		# Stories Year Built Attic	ar Built	1	Ş	Basement % Finished Bsmt %	nished Bsmt %	Area	Sketch ID SOH %	% HOS
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Building Sketch 5372



Building Characteristics	acteristics												
Building Nbr	9		Building Type R6	5e R6	Per	Perimeter	568		Functional Obs	0.00			
Effective Age	44		Condition	۵.	Det	Depreciation % 0.43	0.43		Economic Obs				
Grnd Floor Area 5,280	ea 5,280		Quality Grade 550	ie 550	Yea	Year Built	1966		Special Arch	0			
Inclusions: R	6 includes 6	3-fixture b	Inclusions: R6 includes 6 3-fixture baths and 6 kitchens.	ens.									
Roof Type 2	Roof Cover 3	over 3	Heat 1 6	Heat 2 0		Heat Src 1	Heat Src 2 0	; 2 0	Foundation 5	Bedrooms 12			
Extra Features: 2 Fix Bath 0	s: 2 Fix Ba	ith 0	4 Fix Bath 0	6 Fix Bath 0		Extra Fix 0	Vacuum	0	Security 0	Garbage Disposal 0			
en e	3 Fix Bath 0	nth 0	5 Fix Bath 0	7 Fix Bath		Dishwasher 0	Intercom 0	0 .	Fireplaces 0	Compactor 0			
Sections							The state of the s			THE PARTY OF THE P			
Туре	Number	Exterio	Exterior Wall Type	валі ілен ванівши вин врудну положення вальні ді д'Англеди вівшал	# Stories	# Stories Year Built	Attic	A/C	Basement % Finished Bsmt %	nished Bsmt %	Area	Sketch ID SOH %	% HOS
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SBF	က	ö			\	1982	z	>-	0.00	0.00	150	0	0.00

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Building Sketch 5373

Alternate Key: 1065242

Effective Date: 2/25/2010 4:58:16 PM

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Building Characteristics Building Nbr 7 Effective Age 17 Grnd Floor Area 5,280	acteristics 7 17 ea 5,280		Building Type R4 Condition P Quality Grade 550	/pe R4 P	Perir Depr Year	Perimeter 472 Depreciation % 0.23 Year Built 1966	472 0.23 1966		Functional Obs Economic Obs Special Arch	ss 0.00 s 0.00 o			
Inclusions: R4 Roof Type 2	4 includes 4 3-fixtur Roof Cover 3	l 3-fixture t over 3	Inclusions: R4 includes 4 3-fixture baths and 4 kitchens. Roof Type 2 Roof Cover 3 Heat 1 6	hens. 3 Heat 2 0		Heat Src 1	Heat Src 2 0	2 0	Foundation 5	Bedrooms 12			
Extra Features:	s: 2 Fix Bath 4 3 Fix Bath 0	ath 4 ath 0	4 Fix Bath 0 5 Fix Bath 0	6 Fix Bath 0		Extra Fix 0 Dishwasher 0	Vacuum 0 Intercom 0	0 0	Security 0 Fireplaces 0	Garbage Disposal () Compactor ()			
Sections Type	Number	Exterio	Exterior Wall Type		# Stories	# Stories Year Built Attic) V	Racoment %	Rasament % Einiched Bemt 9.			
FLA	-	5:C.B.S.	ý.	The state of the s	The state of the s	1965		-	0.00	0.00	Area 5.280	SKETCH ID SOH %	% HOS
PTO	7	ö			-	1965	z	>	0.00	0.00	1,080	045	0.00

Monroe County Property Record Card (023)

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SBF

Building Sketch 5374

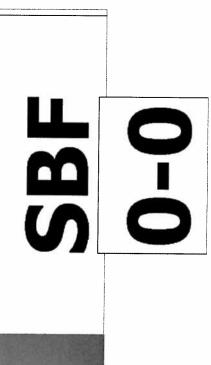
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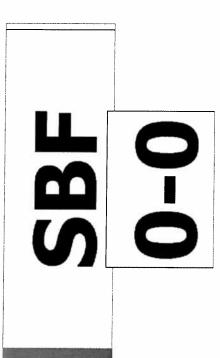


Building Characteristics	teristics														
Building Nbr Effective Age Grnd Floor Area	8 17 1 5,280		Building Type R6 Condition P Quality Grade 550	Type In Grade	R6 P 550		Perimeter Depreciati Year Built	Perimeter 568 Depreciation % 0.23 Year Built 1966	568 0.23 1966		Functional Obs 0.00 Economic Obs 0.00 Special Arch 0	0.00 0.00 0			
Inclusions: R6 includes 6 3-fixture baths and 6 kitchens. Roof Type 2 Roof Cover 3 Heat 1 6	includes 6 3- Roof Cove	-fixture ba er 3	aths and 6 ki Heat 1	citchens. 6	Heat 2	0	Heat Src 1	- -	Heat Src 2 0	2 0	Foundation 5	Bedrooms 12			
Extra Features: 2 Fix Bath 0 3 Fix Bath 0	2 Fix Bath 0	0 0 • •	4 Fix Bath 0 5 Fix Bath 0		6 Fix Bath 0	0 0	Extra Fix 6 Dishwasher 0	ix 6 sher 0	Vacuum 0 Intercom 0	0 0	Security 0 Fireplaces 0	Garbage Disposal 0 Compactor 0			
Sections Type Nt	Number	Exterior	Exterior Wall Type	VII. 20	The state of the s	*	Stories \	# Stories Year Built Attic	Attic	AC A	Basement % F	Basement % Finished Bsmt %	Area	Sketch ID SOH %	% HOS
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Building Sketch 5375



Building Characteristics	eristics							
Building Nbr	o	Building Type R4	R4	Perimeter	472	Functional Obs 0.00	0.00	
Effective Age	17	Condition	۵	Depreciation % 0.23	0.23	Economic Obs	00.0	
Grnd Floor Area 5,280	5,280	Quality Grade 550	550	Year Built	1966	Special Arch		
Inclusions: R4 ir	ıcludes 4 3-fixture b	Inclusions: R4 includes 4 3-fixture baths and 4 kitchens.	ú					
Roof Type 2	Roof Cover 3	Heat 1 6	Heat 2 0	Heat Src 1 1	Heat Src 2 0	Foundation 5	Bedrooms 16	
Extra Features: 2 Fix Bath 0	2 Fix Bath 0	4 Fix Bath 0	6 Fix Bath 0	Extra Fix 0	Vacuum 0	Security 0	Garbage Disposal ()	
	3 Fix Bath 4	5 Fix Bath 0	7 Fix Bath 0	Dishwasher 0	Intercom 0	Fireplaces 0	Compactor	
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Type	Number Exterio	Exterior Wall Type	THE RESERVE OF THE PARTY OF THE	# Stories Year Built Attic A/C Basement % Finished Bsmt %	Attic A/C	Basement % Fin	shed Bsmt % Area Sketch ID SOH %	% HOS OII 4

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		_	7061	Z	>- -	0.00	0.00	150	052	0.00

Roll Year 2010

Alternate Key: 1065242

Monroe County Property Record Card (023)

Appraiser Notes

SPLIT OUT 52640 SF FROM THIS PARCEL PER OR2410-269 (1.21AC) DONE FOR THE 2009 TAX ROLL. ADJ SQFT FROM 333,670 TO 281,030.

2000-05-21 - BUILDINGS CONFORM TO FOUR BASIC PATTERNS (A,B,C,D) AS LISTED BELOW: A) BLDG #2-1615 TRUESDALE CT. FLA=4,620,PTO=1,924,SBF=130 #10-1623 SPALDING CT. #15-1628 FLAGG CT. #17-1630 FLAGG CT. #18-1631 FLAGG CT. #19-1632 SWARTZ CR. #24-1637 MORGAN CT. #28-1642 MORGAN CT. #30-1643 BRUNSON CT. #37-1650 ELLSBERG CT. #38-1654 REARDAN CT. #48-1659 REARDAN CT. #48-1659 REARDAN CT. #38-1651 ELLSBERG CT. #12-1625 SPALDING CT. #16-1629 ELLSBERG CT. #11-1624 SPALDING CT. #16-1629 ELLSBERG CT. #18-1629 SPALDING CT. #18-1629 ELLSBERG CT. #18-1638 SCHULTZ CR. #25-1638 MORGAN CT. #27-1649 MORGAN CT. #31-1645 BRUNSON CT. #33-1696 BRUNSON CT. #39-1652 ELLSBERG CT. #42-1655 REORDAN CT. #47-1660 REORDAN CT. #47-166

Monroe County Property Record Card (023)

 Alternate Key: 1065242
 Roll Year 2010

 Effective Date: 2/25/2010 4:58:16 PM
 Run: 02/25/2010 04:57 PM

Building Permits	Permits					
Bldg	Number	Date Issued	Date Completed	Amount	Amount Description	Notes
	02-2706	Apr 10 2003 12:00AM	Jul 28 2003 12:00AM	120,000	120,000 Residential	CNVRT 4/4 INTO 1/1 & 2/2
	03-1472	Apr 29 2003 12:00AM	Jul 28 2003 12:00AM	1,900	Residential	REROUTE PIPING
	05-1024	Apr 1 2005 12:00AM	Dec 31 2005 12:00AM	22,000	Residential	REPLACE SEWER LATERAL FOR #1624 SPAI DING CT
	05-1025	Apr 1 2005 12:00AM	Dec 31 2005 12:00AM	22,000	22,000 Residential	SPALDING CT. SPALDING CT. SPALDING CT.
	06-5023	Aug 28 2006 12:00AM	Nov 8 2006 12:00AM	54,000	Residential	FOUNDATION FOR MODULAR BLDG
	06-5237	Sep 14 2006 12:00AM	Nov 8 2006 12:00AM	100	Residential	DELETE AUGER PILES AT STAIRS
	06-5305	Nov 7 2006 12:00AM	May 3 2007 12:00AM	55,000	55,000 Residential	INSTALL RAMP, SIDEWALK, STAIRS, DECKS, SWALE AND MODI II AR THE DOWNS 16 HINTS FOR KATHOS
	0					HOPE
	07-0045	Jan 9 2007 12:00AM	May 3 2007 12:00AM	1,800	1,800 Residential	INSTALL 2SQS RUBBER ROOFING FOR SAMUELS HOUSE AT 1613 HOEY D
	07-0577	Feb 7 2007 12:00AM	May 3 2007 12:00AM	6,075	Residential	ROUGH IN MODULAR DRAINS & WATERTIE IN (WATER AND SEWER
	07-0599	Feb 9 2007 12:00AM	May 3 2007 12:00AM	25,000	25,000 Residential	POUR SLAB ON GRADE 814 SQ FT8 12'
	07-0675	Feb 13 2007 12:00AM	May 3 2007 12:00AM	2,488	Residential	INSTALL TWO 4-TON A/C' (HOUSE IS A
	07-1742	Apr 17 2007 12:00AM	May 3 2007 12:00AM	5,000	Residential	PRE-FAB)-FUR 1613 HOEY DR. MODULAR STRUCTURE 400 AMP 2 GANG
	07-2422	May 17 2007 12:00AM		2,400	2,400 Residential	SERVICE FOR 1613 HOEY DR BUILD A SERENITY FOUNTAIN AT 1613 HOEY DR.

Monroe County Property Record Card (023)

Alternate Key: 1065242 Effective Date: 2/25/2010 4:58:16 PM

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	Just Land	Class Land	Building	Misc	Just	Assessed Value	Exempt	S. F.	Tay Value
	8,992,960	0	12,392,322	0	21,385,282	21,385,282	21.385.282	X	an value
2008F C	13,346,800	0	12,668,452	0	26,015,252	26.015.252	26 015 252	: 2	
2007F C	13,346,800	0	12,072,855	0	25,419,655	25,419,655	25,419,655	z z	> C
2006F C	13,346,800	0	11,960,043	0	25,306,843	25 306 843	25 306 843	: Z	o c
2005F C	13,346,800	0	11,960,043	0	25,306,843	25,306,843	25 306 843	2 2	> C
2004F C	13,346,800		11,586,300	0	24,933,100	24.933.100	24 933 100	z z	o
2003F C	4,004,040		6,018,271	0	10,022,311	10.022.311	10 022 311	Ξ	o c
2002F C	4,004,040		3,378,632	0	7,382,672	7,382,672	7.382.672		o c
2001F C	7,875,676		935,040	0	8,810,716	8,810,716	8.810.716		,
2000F C	7,875,676		935,040	0	8,810,716	8,810,716	8,810,716		· C
1999F C	7,875,676		935,040	0	8,810,716	8,810,716	8,810,716		
1998F C	7,875,676		879,927	0	8,755,603	8.755.603	8 755 603		· C
1997F C	7,875,676		879,927	0	8,755,603	8,755,603	8.755,603		· C
1996F C	7,875,676		879,927	0	8,755,603	8,755,603	8,755,603		· C
1995F C	7,875,676		879,927	0	8,755,603	8,755,603	8.755.603) C
1994F C	7,875,676		786,927	0	8,662,603	8,662,603	8.662.603		o c
1993F C	7,875,676		786,927	0	8,662,603	8,662,603	8.662.603		o c
1992F C	7,875,676		813,602	0	8,689,278	8,689,278	8 689 278		0 0
1991F C	7,875,676		813,602	0	8,689,278	8,689,278	8 689 278		
1990F C	7,062,500		813,602	0	7,876,102	7,876,102	7.876.102		o c
1989F C	7,062,500		739,638	0	7,802,138	7,802,138	7.802 138		9 6
1988F C	7,062,500		632,785	0	7,695,285	7,695,285	7 695 285		
1987F O	1,859,867		6,545,246	0	8.405.113	8 405 113	8 405 113		0 0
1986F O	1,859,867		6,545,246	0	8,405,113	8.405.113	8,405,113		> 0
1985F O	1,859,889		6,545,224	0	8,405,113	8 405 113	8 405 113		
1984F O	1,859,889		6,545,224	0	8,405,113	8 405 113	8 405 113		
1983F O	1,859,889		6,545,224	0	8,405,113	8,405,113	8 405 113		> C
1982F C	1,859,889		0	6,005,483	7,865,372	7,865,372	7 865 372) C

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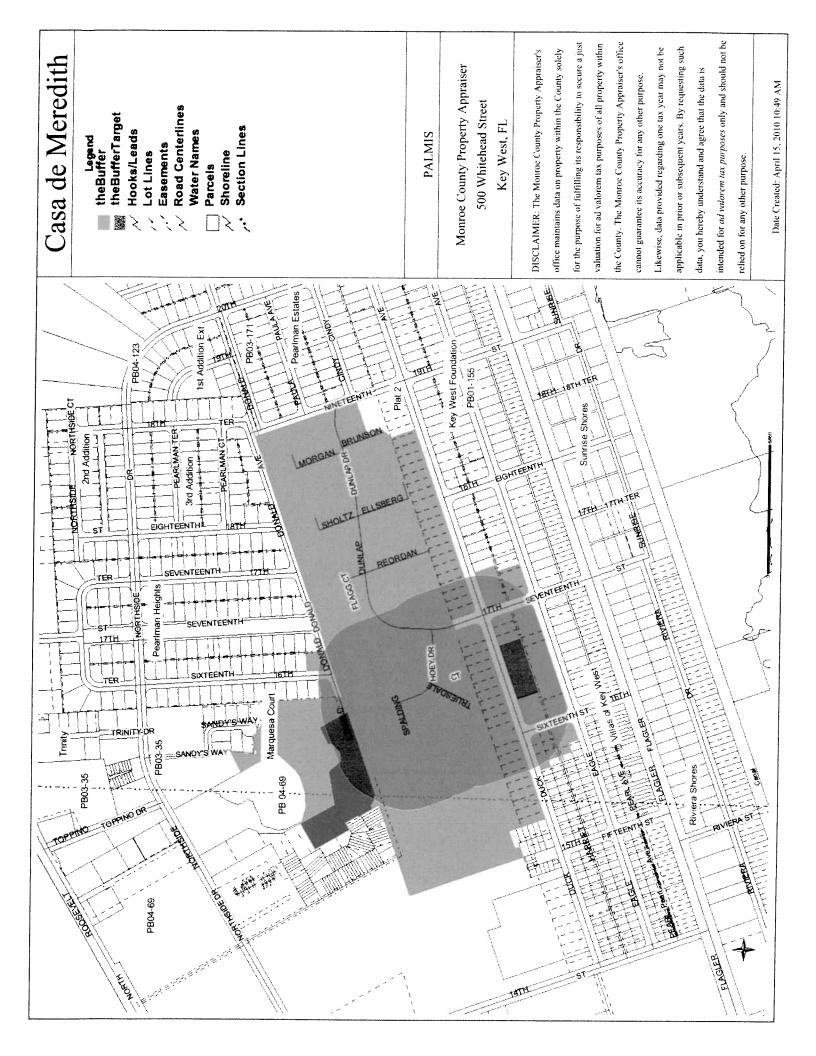
	% Amount Applied	100.00
	Value Year Renewal %	2002 1
S1	Description Value Year	MUNICIPAL LANDS
Exemptions	Code	15

Roll Year 2010 **Run:** 02/25/2010 04:57 PM

Alternate Key: 1065242 **Effective Date:** 2/25/2010 4:58:16 PM

Monroe County Property Record Card (023)

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The Key West Planning Board will hold a public hearing <u>at 6:00 p.m., April 29, 2010, at Old City Hall, 510 Greene Street</u>, Key West, Florida, (Behind Sloppy Joe's Bar). The purpose of the hearing will be to consider a request for:

Major Development Plan and Conditional Use - Poinciana Housing Special Needs Area off the 3200 Block of Duck Avenue/Spalding Court (RE# 00064740-000000) - An application for Major Development Plan and Conditional Use to construct a 16 bed managed-care facility in the MDR-1 zoning district per Section 108-91 (B.)(2.) (b.) and 122-278(3) 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 604 Simonton Street, call 809-3720 or visit our website at www.keywestcity.com.

YOU ARE WITHIN 300 FEET OF THE SUBJECT PROPERTY

The City of Key West Planning Board will be holding a Public Hearing for the following request:

Request: Major Development Plan and Conditional Use - Poinciana Housing Special Needs Area off the

3200 Block of Duck Avenue/Spalding Court (RE# 00064740-000000) - An application for Major Development Plan and Conditional Use to construct a 16 bed managed-care facility in the MDR-1 zoning district per Section 108-91 (B.)(2.) (b.) and 122-278(3) of the Land Development Regulations

of the Code of Ordinances of the City of Key West, Florida.

Applicant: The Craig Company Project Location: 3200 Block of Duck Avenue/Spalding Court

Owner: Samuel's House, Inc.

Date of Hearing: Thursday, April 29, 2010 **Time of Hearing:** 6:00 PM

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

Interested parties may appear at the public hearing(s) and be heard with respect to the applications. A copy of the corresponding application is available from the City of Key West Planning Department located at 604 Simonton Street, Key West, Florida, Monday through Friday between the hours of 8:00 am and 5:00 pm. Packets can be viewed online at www.keywestcity.com. Click on Department, select Planning, then Planning Board Agenda Packets. Please note that staff reports may not be available for review until the week of the meeting. Please provide written comments to the Planning Department, PO Box 1409, Key West, FL 33041-1409, by FAX (305) 809-3739 or by email cowart@keywestcity.com.

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Planning Commission or the City Commission with respect to any matter considered at such hearing or meeting, one will need a record of the proceedings and for such purpose that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

ADA Assistance: Anyone needing special assistance at the Planning Board hearing due to disability should contact the City of Key West at 305.809.3831 at least two days prior thereto.

YOU ARE WITHIN 300 FEET OF THE SUBJECT PROPERTY

The City of Key West Planning Board will be holding a Public Hearing for the following request:

Request: Major Development Plan and Conditional Use - Poinciana Housing Special Needs Area off the

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POINCIANA PLAZA CONDOMINIUMS
, 33040

GORMAN LURA 1012 WHITEHEAD ST KEY WEST, FL 33040

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

JONES ALICE JOYCE L/E 1219 16TH TERRACE KEY WEST, FL 33041 GARCIA SILVIO REV TR 7/15/2004 13 BIRCHWOOD DR KEY WEST, FL 33040 COWENHOVEN JEFFRRY AND RENEE 1306 COTTAGE PL PT PLEASANT PL, NJ 33040

WALLACE JANE 1307 17TH ST KEY WEST, FL 33040 CITY OF KEY WEST HOUSING AUTH 1400 KENNEDY DR KEY WEST, FL 48334 KOEHN GEORGE 1412 18TH ST KEY WEST, FL 06375

V A PANICO PROPERTIES LLC 1514 19TH ST KEY WEST, FL 33040 BOSCO LORI G AND DANIEL S 1608 SEMINARY ST KEY WEST, FL 33041

NORTHSIDE BUILDERS INC 20 DRIFTWOOD DR KEY WEST, FL 33041

MARQUESA COURT HOMEOWNER'S ASSOCIATION INC 201 FRONT ST KEY WEST, FL 33040

DUCK BAKERY LLC 201 FRONT ST KEY WEST, FL 33040

SWIFT EDWIN O III 201 FRONT ST KEY WEST, FL 33040

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

TORIKE FREDRICK L II 2318 N ROOSEVELT BLVD KEY WEST, FL 33040 BRASCH DEBORAH LOU CAPITAL MGMT TRUST 12/28/01 27134 HYSTONE CT FARMINGTON HILLS, MI 33040

GARCIA EDWARD AND DAMARYS 3302 DONALD AVENUE KEY WEST, FL 33040 GROSSMAN NADENE 3303 DONALD AVENUE KEY WEST, FL 33040 SANCHEZ MANUEL JR & DARCY RENEE 3307 DONALD AVENUE - BUTTONWOOD COURT CONDO KEY WEST, FL 33040

MUNOZ REUBEN 3310 DONALD AVE KEY WEST, FL 33040 JOHNSON YOSHIKO I 3311 DONALD AVENUE KEY WEST, FL 33040

DUNLAP BRIAN W 3314 DONALD AVENUE KEY WEST, FL 33041

KOCHAN SUSAN 3315 DONALD AVE KEY WEST, FL 08742 WAITE KENNETH SR & LILLIAN 3318 DONALD AVENUE - BUTTONWOOD COURT KEY WEST, FL 33040

BURRELL JUDY L 3319 DONALD AVE KEY WEST, FL 33040

CHERRY DEAN E AND CYNTHIA M 3322 DONALD AVE KEY WEST, FL 33040

HOLLIDAY KEVIN D AND DANIELLE S 3322 DUCK AVE KEY WEST, FL 33040 COLEMAN VINCENT AND TANYA 3323 DONALD AVE KEY WEST, FL 33041 COLLINS RANDALL J AND ELLEN B 3324 DUCK AVE KEY WEST. FL 33040 STROUD TIMOTHY W AND CAROL LYNN 3324 HARRIET AVE KEY WEST, FL 33040

FERGUSON JAMES G AND LISA M 3326 DUCK AVE KEY WEST, FL 33040

STANLEY HELEN J & 3328 DUCK AVE KEY WEST, FL 33040

NILES DAVID R AND PAULA 3330 DUCK AVE KEY WEST, FL 33040

HOOPER TARA MORRIS 3331 DONALD AVE KEY WEST, FL 33041

KEY WEST POLO CLUB APARTMENTS LTD 3333 DUCK AVE KEY WEST, FL 33040 CASTELLANO SANDRA 3335 DONALD AVE KEY WEST, FL 33040

ROBERMAN JAY A AND LINDA L 3339 DONALD AVE KEY WEST, FL 33041

HITCHCOCK CHARLES E JR AND ANGELA J 3343 DONALD AVE KEY WEST, FL 33040 TRIBUSHNAYA MARINA 3347 DONALD AVE KEY WEST, FL 33040

HANCOCK WILLIAM 3351 DONALD AVE KEY WEST, FL 33041

SWEETING ROGER W AND SHIRLEY A 3359 DONALD AVE KEY WEST, FL 90210

DERY DENISE D 3367 DONALD AVE KEY WEST, FL 33040 GALVAN AILEEN 3371 DONALD AVE KEY WEST, FL 33040

CARCEDO HECTOR AND SHEILA 3375 DONALD AVE KEY WEST, FL 33040

BESSON SEAN M AND JULIA C 3391 EAGLE AVE KEY WEST, FL 33040 DAVIS CARL AND MARCIA 3401 EAGLE AVE KEY WEST, FL 33040

ZDANOW P ALEXIS AND JILL L 3405 EAGLE AVE KEY WEST, FL 33040 JOHNSON HOWARD S 3407 EAGLE AVE KEY WEST, FL 33040

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

KEY WEST COMMUNITY DIAGNOSTIC COMPANY LLC 3414 DUCK AVENUE KEY WEST, FL 33045

ASGAARD HOLDING COMPANY LLC 3420 DUCK AVE KEY WEST, FL 33040 KEY WEST ASSOCIATION OF REALTORS INC 3422 DUCK AVE KEY WEST, FL 83002

CUCCINELLO CHERYL A 3429 EAGLE AVE KEY WEST, FL 33045

CONDELLA PHILLIP A & DEBORAH A & 3430/3432 DUCK AVE KEY WEST, FL 33040

CARCEDO HECTOR AND SHEILA 3436 DUCK AVE KEY WEST, FL 83002

DIAZ JOSE O AND SYLVIA A 3500 DUCK AVE KEY WEST, FL 33040 SASI MOSHE 3501 EAGLE AVE KEY WEST, FL 33040

FITCH JOHN ALEXANDER AND MARTHA L 3502 DUCK AVE KEY WEST, FL 33040 MOREAU GERALD RAYMOND AND ROSE MARIE 3504 DUCK AVE KEY WEST, FL 33040

MCLEOD JAMES D AND ANNE M 3509 EAGLE AVE KEY WEST, FL 33040 CHAMBERS JOSEPH E JR 3514 DUCK AVE KEY WEST, FL 33040

ROBINSKY ALON 518 N BEDFORD DR BEVERLY HILLS, CA 33040 GOLAN A E TRUST UNDER WILL OF A E GOLAN 5529 ANZA ST SAN FRANCISCO, CA 33040

POINCIANA PARK PARTNERS LLP PO BOX 1087 KEY WEST, FL 33040

STAFFORD JAMES ROBERT JR PO BOX 12320 JACKSON HOLE, WY 33040 WALTERS KARL AND STEPHANIE A PO BOX 2669 KEY WEST, FL 33040 LAWRENCE JEFFREY A PO BOX 314 QUAKER HILL, CT 33040

TIDBALL PERSHING ALLEN AND CATHERINE CECCO PO BOX 4204 KEY WEST, FL 33040

DIONYSUS GROUP LC PO BOX 5432 KEY WEST, FL 94121

HRABEC ZDENEK PO BOX 6191 KEY WEST, FL 33040

SPEYERER SCOTT A AND ELAN K PO BOX 705 KEY WEST, FL 33041