

# APPLICATION

Scott Pridgen, Executive Director  
A.H. of Monroe County, Inc.  
1434 Kennedy Drive, Key West, FL 33040  
Scott.Pridgen@ahmonroe.org



April 4, 2025

Ms. Katie Halloran, Planning Director  
City of Key West  
1300 White Street, Key West, FL 33040

Dear Ms. Halloran,

Please find enclosed with this letter the application for major development plan, conditional use, and landscape waiver to redevelop 1620 Truesdale Court into a new state-of-the-art social service living facility for Monroe Association for ReMARCable Citizens (MARC). The facility is commonly referred to as the new MARC House.

Subject: Redevelopment of 1620 Truesdale Court into New MARC House  
Application(s): Major Development Plan, Conditional Use, and Landscape Waiver

Location Address: 1620 Truesdale Court  
Parcel Address: 3401 Duck Avenue  
Parcel ID: 00064740-000000

Sincerely,

Scott Pridgen, Executive Director  
A.H. of Monroe County, Inc.



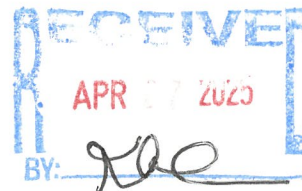


# DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION CITY OF KEY WEST, FLORIDA • PLANNING DEPARTMENT

Address: 1300 White Street • Key West, Florida 33040

Phone: 305-809-3764

Website: [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)



Fees listed below include a \$358.87 advertising/noticing fee and a \$127.63 fire review fee where applicable. Any Major or Minor Development Plan returned to the Planning Board after initial approval will require a new application fee equivalent to one-half of the current fee schedule

Development Plan and Conditional Use application fee schedule

Development Plan	
Minor Development Plan	
Within Historic District Total Application Fee	\$ 3,932.46
Outside Historic District Total Application Fee	\$ 3,166.69
Conditional Use Total Application Fee	\$ 1,403.91
Extension Total Application Fee	\$ 1,124.64
Major Development Plan Total Application Fee	\$ 5,208.74
Conditional Use Total Application Fee	\$ 1,403.91
Extension Total Application Fee	\$ 1,124.64
Administrative Modification Fee	\$ 926.10
Minor Modification Fee	\$ 1,765.38
Major Modification Fee	\$ 2,981.18
Conditional Use (not part of a development plan) Total Application Fee	\$ 3,677.20
Extension (not part of a development plan) Total Application Fee	\$ 1,124.64
Revision or Addition (not part of a development plan) Fee	\$ 2,801.75

**Applications will not be accepted unless complete**

Development Plan

Major ☒

Minor ☐

Conditional Use

☒

Historic District

Yes ☐

No ☒

Please print or type:

- 1) Site Address: 1620 Truesdale Court (3401 Duck Avenue)
- 2) Name of Applicant: A.H. of Monroe County, Inc.
- 3) Applicant is:  
Property Owner: \_\_\_\_\_  
Authorized Representative: ☒ \_\_\_\_\_  
(attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant: 1434 Kennedy Drive, Key West, FL 33040
- 5) Applicant's Phone #: 305-296-6196 Email: see below
- 6) Email Address: scott.pridgen@ahmonroe.org
- 7) Name of Owner, if different than above: City of Key West
- 8) Address of Owner: 1300 White Street, Key West, FL 33040

9) Owner Phone #: 305-809-3944 Email: citymanager@cityofkeywest-fl.gov

10) Zoning District of Parcel: MDR-1 RE# 00064740-000000

11) Is Subject Property located within the Historic District? Yes \_\_\_\_\_ No X

If Yes: Date of approval \_\_\_\_\_

HARC approval # \_\_\_\_\_

OR: Date of meeting \_\_\_\_\_

12) Description of Proposed Development and Use. Please be specific, list existing and proposed buildings and uses, number of dwelling units, parking, restaurant seats, vehicles proposed, etc. If there is more than one use, describe in detail the nature of each use (Give concise description here and use a separate sheet if necessary).

A.H. of Monroe County, Monroe Association for ReMARCable Citizens (MARC), and the City of Key West have partnered to redevelop the social service living program at

1620 Truesdale Court, to be the new onsite program-designed facility for MARC, commonly being called the "new MARC House".

The project will enhance MARC social service living program capacity and improve compliance with the Land Development Regulations. 1620 Truesdale Court structure will be FEMA- and hurricane-compliant and meet green building standards. The building and adjacent site layout have been designed to retain and protect adjacent existing high-quality trees.

(See attached.)

13) Has subject Property received any variance(s)? Yes \_\_\_\_\_ No X

If Yes: Date of approval \_\_\_\_\_ Resolution # \_\_\_\_\_

Attach resolution(s).

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

Yes X No \_\_\_\_\_

If Yes, describe and attach relevant documents.

See attached:

Master Development / Long-Term Lease (April 28, 1998)

Resolution No. 24-084: 50-Year Lease Renewal; Budget Adjustments; City Manager Authorization (April 16, 2024)

A. For both *Conditional Uses* and *Development Plans*, provide the information requested from the attached **Conditional Use and Development Plan** sheet.

B. For *Conditional Uses* only, also include the **Conditional Use Criteria** required under Chapter 122, Article III, Sections 122-61 and 122-62 of the Land Development Regulations (see attached copy of criteria).

C. For *Major Development Plans* only, also provide the **Development Plan Submission Materials** required under Chapter 108, Article II, Division 7, Sections 108-226 through 108-248 of the Land Development Regulations (see attached copy of criteria) and any additional information as determined by the Planning Staff.

D. For both *Conditional Uses* and *Development Plans*, one set of plans **MUST** be signed & sealed by an Engineer or Architect.

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

## **Required Plans and Related Materials for both a Conditional Use and Minor/Major Development Plan**

### **I. Existing Conditions.**

- A) Recent Survey of the site by a licensed Surveyor (Survey must be within 10 years from submittal date of this application) showing all dimensions including distances from property lines, and including:
- 1) Size of site;
  - 2) Buildings, structures, and parking;
  - 3) FEMA Flood Zone;
  - 4) Topography;
  - 5) Easements; and
  - 6) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site.
- B) Existing size, type and location of trees, hedges, and other features.
- C) Existing stormwater retention areas and drainage flows.
- D) A sketch showing adjacent land uses, buildings, and driveways.

### **II. Proposed Development:** Plans at 11" X 17" (10,000 Sq. ft. or less); 24" X 36" if site is over 10,000 sq. ft.

- A) Site Plan to scale of with north arrow and dimensions by a licensed architect or engineer.
- 1) Buildings
  - 2) Setbacks
  - 3) Parking:
    - a. Number, location and size of automobile and bicycle spaces
    - b. Handicapped spaces
    - c. Curbs or wheel stops around landscaping
    - d. Type of pavement
  - 4) Driveway dimensions and material
  - 5) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site.
  - 6) Location of garbage and recycling
  - 7) Signs
  - 8) Lighting
  - 8) Project Statistics:
    - a. Zoning
    - b. Size of site
    - c. Number of units (or units and Licenses)
    - d. If non-residential, floor area & proposed floor area ratio
    - e. Consumption area of restaurants & bars
    - f. Open space area and open space ratio
    - g. Impermeable surface area and impermeable surface ratio
    - h. Number of automobile and bicycle spaces required and proposed
- B) Building Elevations
- 1) Drawings of all building from every direction. If the project is in the Historic District, please submit HARC approved site plans.
  - 2) Height of building.
  - 3) Finished floor elevations and bottom of first horizontal structure
  - 4) Height of existing and proposed grades
- C) Drainage Plan: Existing & Proposed retention areas and calculations approved by the City Engineer. See one of the attached commercial and residential use Stormwater Retention Forms.
- D) Landscape Plan: Size, type, location and number of plants to be removed, kept, and installed. The plan must be approved by the City Landscape Coordinator through a letter of approval. If the project is a Major Development Plan a landscape design prepared by a licensed Landscape Architect is required per Section 108-511(b) of the Land Development Regulations.

- III. **Solutions Statement.** Aspects of the design that address community issues including but not limited to water pollution from stormwater runoff, potable water conservation, waste disposal, recycling, energy conservation, affordable housing, and impacts on neighbors such as lighting, noise, traffic and parking.

## **Development Plan Submission Materials**

### **Sec. 108-226. Scope.**

A development plan, for the purposes of this division, shall include but not necessarily be limited to the requirements in this division. With the exception of sections 108-227 through 108-229, the city planner may waive or modify requirements, information and specific performance criteria for development plan review after rendering a finding in writing that such requirements:

- (1) Are not necessary prior to development plan approval in order to protect the public interest or adjacent properties.
- (2) Bear no relationship to the proposed project or its impacts; and
- (3) Are found to be impractical based on the characteristics of the use, including the proposed scale, density/intensity, and anticipated impacts on the environment, public facilities and adjacent land uses.

### **Sec. 108-227. Title block.**

The development plan shall contain the following pertaining to the title block:

- (1) Name of development.
- (2) Name of owner/developer.
- (3) Scale.
- (4) North arrow.
- (5) Preparation and revision date.
- (6) Location/street address of development.

### **Sec. 108-228. Identification of key persons.**

The development plan shall contain the following pertaining to identification of key persons:

- (1) Owner.
- (2) Owner's authorized agent.
- (3) Engineer and architect.
- (4) Surveyor.
- (5) Landscape architect and/or environmental consultant.
- (6) Others involved in the application.
- (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.**

Project description should be included on the site plan sheet. The development plan shall contain the following pertaining to the project description:

- (1) Zoning (include any special districts).
- (2) Project site size (acreage and/or square footage).
- (3) Legal description.
- (4) Building size.
- (5) Floor area ratio permitted and proposed.
- (6) Lot coverage permitted and proposed.
- (7) Impervious surface.
- (8) Pervious surface.
- (9) Landscape areas.
- (10) Parking spaces permitted and proposed.
- (11) Delineation of location of existing and proposed structures.
- (12) Existing and proposed development type denoted by land use including density/intensity.
- (13) Setbacks.



**Sec. 108-230. Other project information.**

A general outline of the proposed development shall include the following criteria where applicable:

- (1) Proposed stages or phases of development or operation and facility utilization.
- (2) Target dates for each phase.
- (3) Expected date of completion.
- (4) Proposed development plan for the site.
- (5) 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 hospitalbeds; any proposed outside facilities or areas to be used for storage, display, outside sales, waste disposal or similar use; and any other proposed uses).
- (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.
- (7) Buildings and sitting specifications which shall be utilized to reduce damage potential and to comply with federal flood insurance regulations.
- (8) Protection against encroachment together with proposed mitigation measures to be employed within environmentally sensitive areas.

**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.
  - (2) Tenure (i.e., owner-occupied or rental); and
  - (3) Structure type, such as single-family, duplex, multiple-family, mobile home.
- (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.

**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:
  - a. South Florida Regional Planning Council (SFRPC).
  - b. City electric system (CES).
  - c. State department of environmental protection (DEP).
  - d. Army Corps of Engineers (ACOE).
  - e. South Florida Water Management District (SFWMD).
  - f. State department of transportation (DOT).
  - g. State department of community affairs (DCA).
  - h. Florida Keys Aqueduct Authority (FKAA).
  - i. State fish and wildlife conservation commission (F&GC).
  - j. The county.
- (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.
- (3) When intergovernmental coordination efforts are incomplete, the applicant shall provide evidence of good faith efforts towards resolving intergovernmental coordination issues.

## **CONDITIONAL USE CRITERIA**

**Sec. 122-61. Purpose and intent**

The purpose of this article is to ensure that 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. This article sets forth provisions and criteria for consideration of conditional uses on specific sites. Conditional uses shall be permitted only upon a finding that the proposed use satisfies this article.

## **Sec. 122-62. Specific criteria for approval.**

- (a) Findings. A conditional use shall be permitted upon a finding by the planning board that the proposed use, application and, if applicable, development plan complies 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 a conditional use shall describe how the specific land use characteristics proposed meet the criteria described in subsection (c) of this section and shall include a description of any measures proposed to mitigate against possible adverse impacts of the proposed conditional use on properties in the immediate vicinity.
- (b) Characteristics of use described. The following characteristics of a proposed conditional use shall be clearly described as part of the conditional use application:
- (1) Scale and intensity of the proposed conditional use as measured by the following:
    - a. Floor area ratio;
    - b. Traffic generation;
    - c. Square feet of enclosed building for each specific use;
    - d. Proposed employment;
    - e. Proposed number and type of service vehicles; and
    - f. Off-street parking needs.
  - (2) On- or off-site improvement needs generated by the proposed conditional use and not identified on the list in subsection (b)(1) of this section including the following:
    - a. Utilities;
    - b. Public facilities, especially any improvements required to ensure compliance with concurrency management as provided in chapter 94;
    - c. Roadway or signalization improvements, or other similar improvements;
    - d. Accessory structures or facilities; and
    - e. Other unique facilities/structures proposed as part of site improvements.
  - (3) On-site amenities proposed to enhance site and planned improvements. Amenities including mitigative techniques such as:
    - a. Open space;
    - b. Setbacks from adjacent properties;
    - c. Screening and buffers;
    - d. Landscaped berms proposed to mitigate against adverse impacts to adjacent sites; and
    - e. Mitigative techniques for abating smoke, odor, noise, and other noxious impacts
- (c) Criteria for conditional use review and approval. Applications for a conditional use shall clearly demonstrate the following:
- (1) Land use compatibility. The applicant shall demonstrate that the conditional use, including its proposed scale and intensity, traffic-generating characteristics, and off-site impacts are compatible and harmonious with adjacent land use and will not adversely impact land use activities in the immediate vicinity.
  - (2) Sufficient site size, adequate site specifications, and infrastructure to accommodate the proposed use. The size and shape of the site, the proposed access and internal circulation, and the urban design enhancements must be adequate to accommodate the proposed scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate urban design amenities such as screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure (i.e., refer to chapter 94 to ensure concurrency management requirements are met) and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

- (3) Proper use of mitigative techniques. The applicant shall demonstrate that the conditional use and site plan have been designed to incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.
- (4) Hazardous waste. The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation without use of city-approved mitigative techniques designed to prevent any adverse impact to the general health, safety and welfare. The plan shall provide for appropriate identification of hazardous waste and hazardous material and shall regulate its use, storage and transfer consistent with best management principles and practices. No use which generates hazardous waste or uses hazardous materials shall be located in the city unless the specific location is consistent with the comprehensive plan and land development regulations and does not adversely impact wellfields, aquifer recharge areas, or other conservation resources.
- (5) Compliance with applicable laws and ordinances. A conditional use application shall demonstrate compliance with all applicable federal, state, county, and city laws and ordinances. Where permits are required from governmental agencies other than the city, these permits shall be obtained as a condition of approval. The city may affix other conditions to any approval of a conditional use in order to protect the public health, safety, and welfare.
- (6) Additional criteria applicable to specific land uses. Applicants for conditional use approval shall demonstrate that the proposed conditional use satisfies the following specific criteria designed to ensure against potential adverse impacts which may be associated with the proposed land use:
  - a. Land uses within a conservation area. Land uses in conservation areas shall be reviewed with emphasis on compliance with section 108-1 and articles III, IV, V, VII and VIII of chapter 110 pertaining to environmental protection, especially compliance with criteria, including land use compatibility and mitigative measures related to wetland preservation, coastal resource impact analysis and shoreline protection, protection of marine life and fisheries, protection of flora and fauna, and floodplain protection. The size, scale and design of structures located within a conservation area shall be restricted in order to prevent and/or minimize adverse impacts on natural resources. Similarly, public uses should only be approved within a wetland or coastal high hazard area V zone when alternative upland locations are not feasible on an upland site outside the V zone.
  - b. Residential development. Residential development proposed as a conditional use shall be reviewed for land use compatibility based on compliance with divisions 2 through 14 of article IV and divisions 2 and 3 of article V of this chapter pertaining to zoning district regulations, including size and dimension regulations impacting setbacks, lot coverage, height, mass of building, building coverage, and open space criteria. Land use compatibility also shall be measured by appearance, design, and land use compatibility criteria established in chapter 102; articles III, IV and V of chapter 108; section 108-956; and article II of chapter 110; especially protection of historic resources; subdivision of land; access, internal circulation, and off-street parking; as well as possible required mitigative measures such as landscaping and site design amenities.
  - c. Commercial or mixed-use development. Commercial or mixed-use development proposed as a conditional use shall be reviewed for land use compatibility based on compliance with divisions 2 through 14 of article IV and divisions 2 and 3 of article V of this chapter pertaining to zoning district regulations, including size and dimension regulations impacting floor area ratio, setbacks, lot coverage, height, mass of buildings, building coverage, and open space criteria. Land use compatibility also shall be measured by appearance, design, and land use compatibility criteria established in chapter 102; articles I, II, IV and V of chapter 108; section 108-956; and article II of chapter 110; especially protection of historic resources; subdivision of land; access, pedestrian access and circulation; internal vehicular circulation together with access and egress to the site, and off-street parking; as well as possible required mitigative measures such as landscaping, buffering, and other site design amenities. Where commercial or mixed-use development is proposed as a conditional use adjacent to U.S. 1, the development shall be required to provide mitigative measures to avoid potential adverse impacts to traffic flow along the U.S. 1 corridor, including but not limited to restrictions on access from and egress to U.S. 1, providing for signalization, acceleration and deceleration lanes, and/or other appropriate mitigative measures.
  - d. Development within or adjacent to historic district. All development proposed as a conditional use within or

adjacent to the historic district shall be reviewed based on applicable criteria stated in this section for residential, commercial, or mixed use development and shall also comply with appearance and design guidelines for historic structures and contributing structures and/or shall be required to provide special mitigative site and structural appearance and design attributes or amenities that reinforce the appearance, historic attributes, and amenities of structures within the historic district.

- e. Public facilities or institutional development. Public facilities or other institutional development proposed as a conditional use shall be reviewed based on land use compatibility and design criteria established for commercial and mixed-use development. In addition, the city shall analyze the proposed site location and design attributes relative to other available sites and the comparative merits of the proposed site, considering professionally accepted principles and standards for the design and location of similar community facilities and public infrastructure. The city shall also consider compliance with relevant comprehensive plan assessments of community facility and infrastructure needs and location impacts relative to service area deficiencies or improvement needs.
- f. Commercial structures uses and related activities within tidal waters. The criteria for commercial structures, uses and related activities within tidal waters are as provided in section 122-1186.
- g. Adult entertainment establishments. The criteria for adult entertainment establishments are as provided in division 12 of article V of this chapter.



# Redevelopment of 1620 Truesdale Court into New MARC House



## Major Development Plan, Conditional Use, and Landscape Waiver

**Location Address: 1620 Truesdale Court**

**Parcel Address: 3401 Duck Avenue**

**Parcel ID: 00064740-000000**

### SOLUTION STATEMENT

A.H. of Monroe County, Monroe Association for ReMARCable Citizens (MARC), and the City of Key West have partnered to redevelop the social service living program at 1620 Truesdale Court, to be the new onsite program-designed facility for MARC, commonly being called the “new MARC House”.

The project will enhance MARC social service living program capacity and improve compliance with the Land Development Regulations. The 1620 Truesdale Court structure will be FEMA- and hurricane-compliant and meet green building standards. The building and adjacent site layout have been designed to retain and protect adjacent existing high-quality trees.

### BACKGROUND

1620 Truesdale Court, the structure subject to redevelopment, has exceeded its effective life and no longer meets program needs. 1620 Truesdale Court will be redeveloped to support the programmatic needs of the MARC social service living.

1620 Truesdale was historically built as a two-story building with four dwelling units as part of the Naval Air Station Key West (NASKW) naval housing. The property was transferred to the City of Key West to be used as part of the city’s Continuum of Care (CoC) social service living program. Since then, 1620 Truesdale has provided four units to CoC programming and contains a total of 24 social service living programmatic residential beds, with approx. 5,845 sq ft of floor area. The structure known as 1620 Truesdale no longer meets the physical and functional needs of CoC programming, and its existing units are below base flood elevation. The project proposes that 1620 Truesdale will be redeveloped into a three-story, state-of-the-art facility to be used by CoC as program-designed social service living for CoC member, MARC, as its new onsite housing facility, and include 6 units, with a total of 18 beds and 8,645 sq ft of indoor and outdoor floor area.

The existing use of 1620 Truesdale is part of the programmatic special needs social services housing of the CoC. Per comprehensive plan table 1-1.1.5, social services special needs housing is measured in FAR, not units per acre. Additionally, the proposed supported living use by MARC programming is understood to fall within the Land Development Regulations (LDR) definition of

*nursing homes, rest homes, assisted living facilities, and convalescent homes*<sup>1</sup>. Per sec. 86-9, such programmatic use is measured in floor area, as opposed to density. As part of this project, the existing 2-story, 5,845 sq ft floor area (4 units, 24 beds) is proposed to be redeveloped into a 3-story, 8,645 sq ft floor area (6 units, 18 beds). Per sec. 108-91.B.2(b), the addition or reconstruction of 5,000 sq ft or more of floor area requires major development plan approval. Additionally, per sec. 122-278(3), nursing homes, rest homes, and convalescent homes require conditional use approval within the Medium Density Residential-1 (MDR-1) zoning district.

**ANALYSIS**

The following is an analysis of the proposed project pursuant to major development plan, conditional use, and landscape waiver or modification approval criteria.

Existing development is depicted in attached surveys and plans, and includes: name of development, name of owner/developer, scale, north arrow, preparation and revision dates, location/street address, size of site, buildings, structures, parking, FEMA flood zones, topography, existing grade, easements, utility locations, existing vegetation, existing storm water, adjacent land uses, adjacent buildings.

Proposed development is depicted in attached plans prepared by licensed architects and engineers, and includes: buildings, setbacks, parking, driveway dimensions and materials, utility locations, garbage and recycling, signs, lighting, project statistics, building elevations, height of buildings, finished floor elevations, heights, grade, drainage plan, landscape plan.

**MAJOR DEVELOPMENT PLAN. ARTICLE II. DIVISION 7.**

**Sec. 108-226. Scope.**

This application seeks to redevelop 1620 Truesdale Court, a portion of the larger parcel known as 3401 Duck Avenue (RE# 00064740-000000). The project will enhance MARC House program capacity and improve compliance with the Land Development Regulations. The 1620 Truesdale Court structure will be FEMA- and hurricane-compliant and meet green building standards. The building and adjacent site layout have been designed to retain and protect adjacent existing high-quality trees.

**Sec. 108-227. Title block.**

Name of Development:	1620 Truesdale Court – New MARC House
Property Owner:	City of Key West
Developer:	A.H. of Monroe County, Inc.
Scale (architectural):	As noted on plans.
Preparation & Revision Dates:	As noted on plans.
Location:	1620 Truesdale Court (Part of 3401 Duck Avenue)

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<sup>1</sup> Memorandum from Katie P. Halloran, Planning Director (March 3, 2025).

**Sec. 108-228. Identification of key persons.**

Owner:	City of Key West
Developer:	A.H. of Monroe County, Inc.
Authorized Agent:	A.H. of Monroe County, Inc.
Architect:	MHK Architecture
Engineer:	Allen Perez, Perez Engineering
Surveyor:	Florida Keys Land Surveying
Landscape Architect:	Keith Oropeza, GAI Consultants
Consultant:	Cynthia's Blue Palms
CoC Programming:	MARC House

**Sec. 108-229. Project description.**

The project is proposed to be developed in a single phase.

Further redevelopment of the larger property is anticipated. All further redevelopment will occur as part of separate application(s) for separate projects and will include their own phasing.

Table 1. Project Site Data

	Allowed	Existing	Proposed	Compliance
Zoning	MDR-1	MDR-1	No Change	Complies
FLUM	MDR	MDR	No Change	Complies
Flood	Current:	Current: AE-7 (NGVD) Preliminary: AE-9 (NAVD)	No Change	Complies
Legal Description	-	See Attached Plans	No Change	-
Site Size	-	281,204 sq ft (6.46 acres)	No Change	-
Structure Location(s)	-	See Attached Plans	No Change	-
Height	39'-6" (Sec. 122-1149(d))	≤ 35'-0"	38'-02"	Complies
Density	Code: 16 du/ac (103.3 ESFU)	Parcel: 10 du 1620 Truesdale: N/A <sup>2</sup>	No Change	Complies
	Live Local: 40 du/ac (258.2 ESFU)			
Floor Area	Code: 1.0 FAR (281,204 sq ft)	Parcel: 0.278 FAR (78,256 sq ft) 1620 Truesdale: 5,845 sq ft	Parcel: 0.286 FAR (80,384 sq ft) 1620 Truesdale: 8,645 sq ft	Complies
	Live Local: 1.5 FAR (421,805 sq ft)			
Equivalent Single Family Units (ESFU)	-	Parcel: 58.0 ESFU <sup>3</sup> 1620 Truesdale: 4.0 ESFU	Parcel: No Change 1620 Truesdale: 0.6 ESFU <sup>4</sup>	-
Units	-	1620 Truesdale: 4 <i>Continuum of Care: 48</i> <i>Housing Authority: 10</i>	1620 Truesdale: 6 <i>Continuum of Care: 50</i> <i>Housing Authority: 10</i>	-
Beds	-	1620 Truesdale: 24 <i>Continuum of Care: 314</i> <i>Housing Authority: N/A</i>	1620 Truesdale: 18 <i>Continuum of Care: 314</i> <i>Housing Authority: N/A</i>	-

<sup>2</sup> Per Comp Plan Table 1-1.1.5, "Social service special needs housing shall be measured in FAR, not units per acre." And, per Sec. 86-9, nursing homes, rest homes, assisted living facilities, and convalescent homes, "For the purposes of permitted density and intensity, the floor area ratio shall govern, not units per acre."

<sup>3</sup> Memorandum from Katie P. Halloran, Planning Director (March 3, 2025).

<sup>4</sup> Ibid.

Use	-	Parcel: “Special needs social services”	1620 Truesdale: “Nursing homes, rest homes & convalescent homes”	Conditional Use
Open Space	35% (98,421 sq ft)	≥ 35%	≥ 35% 1620 Truesdale: +570 sq ft	Complies
Landscaping	20% (56,241 sq ft)	≥ 20%	≥ 20% 1620 Truesdale: +570 sq ft	Complies
Impervious Surface	60% (168,722 sq ft)	≤ 60% 1620 Truesdale: 5,160 sq ft	≤ 60% 1620 Truesdale: 4,590 sq ft	Complies
Building Coverage	40% (112,482 sq ft)	≥ 40% 1620 Truesdale: 3,440 sq ft	≥ 40% 1620 Truesdale: 3,200 sq ft	Complies
Front Setback	30 ft	1620 Truesdale: N/A	No Change	Complies
East Side Setback	25 ft	1620 Truesdale: N/A	No Change	Complies
West Side Setback	25 ft	1620 Truesdale: 13 ft	1620 Truesdale: ≥25 ft	Complies
Rear Setback	25 ft	1620 Truesdale: N/A	No Change	Complies
Auto Parking	Existing: 116.0 spaces Proposed: 112.5 (113) spaces	104 spaces	No Change	Improvement: Complies
Bicycle Parking	Existing: 11.6 (12) spaces Proposed: 11.3 (11) spaces	0 spaces	0 spaces	Improvement: Complies

### Sec. 108-230. Other project information.

- (1) The project is proposed to be developed in a single phase.
- (2) Commencement is intended to immediately follow entitlement approvals and is anticipated to be completed within two (2) years following entitlement approvals.
- (3) The expected date of completion is within two (2) years of commencement.
- (4) The proposed development plan for the site is included in the attached plans.
- (5) The proposed development plan is a single-phase project, and written description of characteristics of the proposed development are contained herewith.
- (6) The proposed development is not a planned unit development.
- (7) The proposed redeveloped building will comply with federal flood insurance regulations.
- (8) The property north of the project site is zone CM. And, the proposed redeveloped building is located over 250 ft away from land zoned CM.

### Sec. 108-231. Residential developments.

The larger property historically was Navy housing with a density of 60 dwelling units. The City of Key West Planning Department has determined the property has a total of 58 dwelling units and 58.0 BPAS-exempt ESFUs<sup>5</sup>. The property currently contains a mix of 10 multi-family dwelling units (10.0 ESFU) operated by the Key West Housing Authority and a mix of Continuum of Care (CoC) social service programmatic housing managing a total of 48.0 ESFU.

The structure known as 1620 Truesdale Court was historically built as a two-story building with four dwelling units, with 4.0 ESFU, and had provided four units to CoC programming with a total of 24 social service residential beds, with approx. 5,845 sq ft of floor area. The structure known as 1620 Truesdale no longer meets the physical and functional needs of CoC programming, and its existing units are below base flood elevation. The project proposes that 1620 Truesdale will be

<sup>5</sup> Ibid.



redeveloped into a three-story, state-of-the-art facility to be used by CoC as program-designed social service living for CoC member, MARC, as its new onsite housing facility, and include 6 units, with a total of 18 beds and 8,645 sq ft of indoor and outdoor floor area.

The existing use of 1620 Truesdale is part of the programmatic special needs social services housing of the CoC. Per comprehensive plan table 1-1.1.5, social services special needs housing is measured in FAR, not units per acre. Additionally, the proposed supported living use by MARC programming is understood to fall within the Land Development Regulations (LDR) definition of *nursing homes, rest homes, assisted living facilities, and convalescent homes*<sup>6</sup>. Per sec. 86-9, such programmatic use is measured in floor area, as opposed to density. As part of this project, the existing 2-story, 5,845 sq ft floor area (4 units, 24 beds) is proposed to be redeveloped into a 3-story, 8,645 sq ft floor area (6 units, 18 beds). Per sec. 108-91.B.2(b), the addition or reconstruction of 5,000 sq ft or more of floor area requires major development plan approval. Additionally, per sec. 122-278(3), nursing homes, rest homes, and convalescent homes require conditional use approval within the Medium Density Residential-1 (MDR-1) zoning district.

This project proposes no changes to any of the other buildings on site. Any changes to other buildings will be as separate projects.

#### **Sec. 108-232. Intergovernmental coordination.**

Coordination will occur through the development review process of the City of Key West and as otherwise required. The anticipated development approval schedule is below.

Table 2. MARC House Anticipated Approval Timeline

Step	Date
(1) Major Dev. Plan application submittal	4/11/2025
(2) Development Review Committee hearing	5/22/2025
(3) Tree Commission application submittal (preliminary)	5/28/2025
(4) Tree Commission hearing (preliminary)	6/17/2025
(5) Tree Commission application submittal (preliminary)	6/25/2025
(6) Tree Commission hearing (second / revisions)	7/15/2025
(7) Planning Board hearing	7/17/2025
(8) Art in Public Places	8/20/2025
(9) City Commission hearing	9/02/2025
(10) Local appeal period (+30 days)	10/02/2025
(11) FL Commerce rendering	10/02/2025
(12) FL Commerce appeal period (+45 days)	11/16/2025
(13) Effective Date	11/16/2025

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

Levels of Service (LOS) – The impacts of the proposed project are generally summarized as follows:

<sup>6</sup> Ibid.

- **Trip Generation:** The proposed redevelopment of 1620 Truesdale is expected to slightly increase trip generation LOS by 0.28 trips per day. See policy 2-1.1.1 below for a complete discussion on trip generation.
- **Parking:** The proposed redevelopment of 1620 Truesdale is expected to decrease parking demand LOS by 3.5 auto spaces and 0.35 bicycle spaces. See sec. 108-244 below for a complete discussion on parking.
- **Potable Water:** The proposed redevelopment of 1620 Truesdale is expected to decrease potable water LOS by 600 gallons per day. See policy 4-1.1.2.C below for a complete discussion on potable water.
- **Wastewater:** The proposed redevelopment of 1620 Truesdale is expected to decrease wastewater LOS by 600 gallons per day. See policy 4-1.1.2.A below for a complete discussion on wastewater.
- **Recycling:** The proposed redevelopment of 1620 Truesdale is expected to decrease recycling LOS by 3 pounds per day. See policy 4-1.1.2.D below for a complete discussion on recycling.
- **Solid Waste:** Solid waste demand for resident beds is measured in total person capacity. The proposed redevelopment of 1620 Truesdale is expected to decrease solid waste LOS by 15.96 pounds per day. See policy 4-1.1.2.D below for a complete discussion on solid waste.
- **Stormwater:** The expected impacts to stormwater LOS is as depicted on the stormwater management plans. Changes to the existing stormwater management system are depicted on the attached plans. See policy 4-1.1.2.E and article VIII below for a complete discussion on stormwater.
- **Parks & Open Space:** The impacts to the recreation LOS complies with comprehensive plan policy 7-1.1.9, inclusive of all three types of parks identified: urban open spaces, neighborhood, and community.
- **Fire Protection:** The team will coordinate with FKAA to ensure the water pressure and flow will be adequate for fire protection for the type of construction proposed.
- **Nearshore Waters:** No adverse impacts to quality of receiving waters are anticipated before, during, and after construction.

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

The proposed development plan satisfies criteria established in Chapter 102; Articles III, IV, and V of Chapter 108; Section 108-956; and Article II of Chapter 110 of the land development regulations in the following manner:

- **Chapter 102** – This property is located outside of and does not impact the Historic District.

- Article III, IV, and V of Chapter 108 – As demonstrated by the site plan, LOS analysis, and the site data calculations, the project complies with the requirements of the Articles.
- Chapter 110 – As demonstrated in this application, the proposed development complies with the resource protection requirements of Chapter 110.

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

- (a) Compliance: The development plan complies with the requirements set forth in the land development regulations as they pertain to Concurrency Management, Outdoor Displays and Nuisances, Resource Protection, Signs, and Articles I and III to IX of Chapter 108 of the Key West land development regulations.
- (b) Vicinity Map: The vicinity map is depicted as part of the attached plans.
- (c) Land Use Compatibility: The project site is located in the Medium Density Residential-1 (MDR-1) zoning district. The purpose and intent of the MDR-1 district is to implement comprehensive plan policies for areas designated “MDR-1” on the comprehensive plan future land use map. The MDR-1 district shall provide the Poinciana Housing Parcel with a designation appropriate to the existing medium density multiple-family development on the site and compatible with the existing and future land uses. The MDR-1 district shall accommodate a mixture of multiple-family structure types, supportive community facilities, and accessory land uses.  
In addition to the services provided by Monroe Association for ReMARCable Citizens (MARC), the subject property also currently contains services and facilities operated by the Housing Authority, AH/FKOC, Samuel’s House, Volunteers of America (VOA), Catholic Charities, Florida Keys Children’s Shelter (FKCS), Domestic Abuse Shelter (DAS), and the Wesley House.
- (d) Historic and Architectural Resource Protection: The site is not affected by the Historic District, and any archeological resources will be protected as required.
- (e) Subdivision of Land: No subdivisions are proposed with this application.

**Sec. 108-236. Appearance of site structures.**

The attached site plan complies with Section 108-278 through 108-288 of the land development regulations.

**Sec. 108-237. Site plan.**

The site plan is drawn consistent with this Section and is attached.

**Sec. 108-238. Architectural drawings.**

All architectural or engineering drawings were prepared and sealed by a professional architect or engineer registered in the state pursuant to F.S. Ch. 471 and 481, respectively, consistent with the provisions of this Section.

**Sec. 108-239. Site amenities.**

The attached site plan includes existing and proposed amenities which are required to comply with appearance, design, and compatibility regulations outlined in chapter 102; articles III, IV, and V of this chapter; section 108-956; and article II of chapter 110.

Further, the project proposes to improve and comply with base flood elevation by proposing a building with an overall height of 38'-2". Per the Flood Protection Building Height Exception of sec. 122-1149(d), the max allowable height would be 39'-6". The proposed height complies with sec. 122-1149(d).

Table 3. Elevation and Height Analysis

	Zoning		Sec. 122-1149(d) Exception		Proposed	
	Elevation	Height	Elevation	Height	Elevation	Height
Grade	6'-6"	0'-0"	6'-6"	0'-0"	6'-6"	0'-0"
Crown Of Road	6'-6"	0'-0"	6'-6"	0'-0"	6'-6"	0'-0"
Base Flood Elevation (BFE)	7'-0"	0'-6"	7'-0"	0'-6"	7'-0"	0'-6"
Finished First Floor	-	-	11'-0" (BFE+4')	4'-6"	11'-4"	4'-10"
Top Of Structure	35'-0"	35'-0"	44'-0"	39'-6"	42'-8"	38'-2"

**Sec. 108-240. Site survey.**

The site survey is attached.

**Sec. 108-241. Soil survey.**

Soil surveys will be performed on an as-needed basis.

**Sec. 108-242. Environmentally sensitive areas.**

The project is not located within an environmentally sensitive area.

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

All proposed clearing, excavation, and landscaping are depicted on attached plans. A Landscape Waiver or Modification request is being submitted concurrently with this Major Development Plan application. This existing and proposed landscaping is greater than 35% of the total area of the property.

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

The project plans demonstrate compliance with on- and off-site vehicular and bicycle circulation, and parking requirements of articles IV and VII of chapter 108 of the land development regulations.



Although MARC programmatic housing which is understood to include nursing homes, rest homes, assisted living facilities, and convalescent homes has existed onsite, the property never previously received conditional use approval for such use. Because of this, all existing dwelling units are understood to be multiple-family housing.

Per sec. 108-572 (2), multiple-family housing outside of the historic district requires 2 auto spaces per dwelling unit and total bicycles in a ratio of 10% that of the required auto vehicles. Per sec. 108-572 (12), nursing or convalescent homes requires 1 auto space for each 4 beds and total bicycles in a ratio of 10% that of the required auto vehicles.

The redevelopment will reduce the parking demand of 1620 Truesdale from 8 auto spaces existing to 4.5 auto spaces proposed and from 0.8 bicycle spaces existing to 0.45 bicycle spaces proposed.

Additionally, no residents as part of MARC programmatic housing have their own automobile vehicle. Programmatic automobile vehicle use is limited to programmatic multiple-person shuttle busses. Two to three programmatic multiple-person shuttle busses are anticipated for 18 bed program service of the new MARC house. There is ample onsite parking for these multiple-person shuttle busses.

Table 4. 1620 Truesdale Parking Demand

	Use		Auto		Bicycle	
	Type	Amount	Rate	Demand	Rate	Demand
Existing	Multi-Family	4 units (24 beds)	2 spaces per unit	8 spaces	10% auto	0.8 spaces
Proposed	Nursing / Convalescent Home	18 beds	1 space per 4 beds	4.5 spaces	10% auto	0.45 spaces
	<b>TOTAL</b>			<b>4.5 spaces</b>		<b>0.45 spaces</b>
<b>Change</b>				<b>-3.5 spaces</b>		<b>-0.35 spaces</b>

The larger parcel has an existing nonconforming parking situation. Per sec. 108-572 (2), the existing site has a parking demand of 116 spaces, 104 parking spaces exist onsite, and a bicycle parking demand of 11.6 spaces, 0 bicycle spaces exist onsite. The proposed redevelopment of 1620 Truesdale improves onsite parking demand, with a reduction of 3.5 auto spaces and a reduction of 0.35 bicycle spaces.

Table 5. Large Parcel (3401 Duck Avenue) Parking Demand

	Use		Auto		Bicycle	
	Type	Amount	Rate	Demand	Rate	Demand
Existing	Multi-Family	58 units	2 spaces per unit	116 spaces	10% auto	11.6 spaces
Proposed	Multi-Family	54 units	2 spaces per unit	108 spaces	10% auto	10.8 spaces
	Nursing / Convalescent Home	18 beds	1 space per 4 beds	4.5 spaces	10% auto	0.45 spaces
	<b>TOTAL</b>			<b>112.5 spaces</b>		<b>11.25 spaces</b>
<b>Change</b>				<b>-3.5 spaces</b>		<b>-0.35 spaces</b>

**Sec. 108-245. Housing.**

The historical use of 1620 Truesdale was multifamily Navy housing. The existing use is as programmatic special needs social service housing. And the proposed use is programmatic housing understood to be for nursing homes, rest homes, and convalescent homes.

**Sec. 108-246. Economic resources.**

- (a) Ad Valorem Estimates: Not applicable. 1620 Truesdale is owned by the City of Key West and operated by the nonprofits of the Continuum of Care.
- (b) Construction Expenditure: To be determined.

**Sec. 108-247. Special considerations.**

The proposal complies with the goals, objectives, and policies of the comprehensive plan as demonstrated by:

- Table 1-1.1.5
- Objective 3-1.4
- Policy 3-1.4.3

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

See attached Construction Management Plan and Inspection Schedule.

**Sec. 108-249. Truman Waterfront Port facilities.**

The project is not located at the Truman Waterfront Port.

**SITE PLAN (ARTICLE III)****Sec. 108-276. Scope.**

This site plan conforms to all necessary and applicable sections of land development regulations.

**Sec. 108-277. Site Location and Character of Use.**

As depicted, the site has sufficient size, adequate specifications, and infrastructure to accommodate the proposed uses in the manner proposed. As described in detail above, this site is designed as a multi-modal development, placing equal importance on the bicycle and pedestrian as on the automobile. This development furthers the goals of the City's plans as detailed in this report.

**Sec. 108-278. Appearance of Site and Structures.**

This proposed development plan exhibits harmonious overall design characteristics in compliance with the performance standards stipulated in sections 108-278 through 108-288.

**Sec. 108-279. Location and Screening of Mechanical Equipment, Utility Hardware and Waste Storage Areas.**

All mechanical equipment and utility hardware will be appropriately screened. All waste storage areas will be screened from adjacent properties.

**Sec. 108-280. Front-Ended Loaded Refuse Container Requirements.**

Any front-end loaded refuse container as required will be located in such a manner to facilitate convenient access.

**Sec. 108-281. Roll-Off Compactor Container Location Requirements.**

Any required roll-off container will meet the requirements of this section, as depicted on the site plan.

**Sec. 108-282. Utility Lines.**

Any required installation of new utility services will be coordinated with the appropriate utility agencies and in accordance with this section.

**Sec. 108-283. Commercial and Manufacturing Activities Conducted in Enclosed Buildings.**

No new commercial activities are proposed for this development.

**Sec. 108-284. Exterior Lighting.**

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

**Sec. 108-285. Signs.**

All new signage proposed will adhere to this section.

**Sec. 108-286. Pedestrian Sidewalks.**

The project, as proposed, complies with this section. Refer to plans for precise placement of sidewalks and concrete paths that align with existing sidewalks on adjacent sites.

**Sec. 108-287. Loading Docks.**

No loading docks are required or proposed.

**Sec. 108-288. Storage Areas.**

Storage areas if developed for use by tenants in each unit and will be located at the rear of the principal structure per sec. 108-288.

**Sec. 108-289. Land Clearing, Excavation, and Fill.**

Land clearing is for demolition of existing structures as well as some canopy and understory trees. Any protected trees and/or landscaping and subsequent landscape infill will be reviewed and approved by the City's Urban Forester and the Tree Commission.

**ARTICLES V & VI OF CHAPTER 108. OPEN SPACE, SCREENING, BUFFERS AND LANDSCAPING.**

The immediately adjacent open space and landscaping to 1620 Truesdale will be enhanced as depicted on the plans.

**Sec. 108-571. Waivers or Modifications.**

A waiver or modification is attached to this application.

The proposed redevelopment of 1620 Truesdale requests the waiver of specific open space, screening, buffers, and landscaping as required in Articles V and VI of Chapter 108 to solely pertain to the open space, screening, buffers, and landscaping as required immediately adjacent to 1620 Truesdale and exclude the larger parcel known as 3401 Duck Ave.

**ARTICLE VII. OFF-STREET PARKING AND LOADING.**

Please see "Sec. 108-244. On-site and off-site parking and vehicular, bicycle, and pedestrian circulation" above for a complete discussion regarding parking.

**ARTICLE VIII. STORMWATER AND SURFACE MANAGEMENT.**

The proposed redevelopment of 1620 Truesdale proposes to improve stormwater and surface water management of the site. The redevelopment will improve nearshore water quality.

**Sec. 108-794. General criteria.**

**(3) e. Flood hazard zones.**

The flood zone of the site is AE-7 (NGVD22). The preliminary flood maps change the flood zone of the property to AE-9 (NAVD88).

**ARTICLE IX. UTILITIES.**

The City's Comprehensive Plan directs the City to ensure that facilities and services needed to support development are available concurrent with the impacts of new development.

The following specific issues are outlined: Roads/Trip Generation; Potable Water; Sanitary Sewer; Solid Waste; Recyclables; Drainage.

#### **Policy 2-1.1.1. Transportation.**

Pursuant to Comp Plan Table 1-1.1.5, special needs social services shall be measured in FAR, not units per acre.

The anticipated change in overall trip generation as part of the redevelopment of 1620 Truesdale is expected to increase by 0.28 trips per day.

Table 6. 1620 Truesdale Trip Generation LOS

	Multi-Family		Resident Beds		Total
	ITE (220) Rate	Capacity	ITE (620) Rate	Capacity	
Existing	7.32 trips/ du/day	N/A	0.10 trips/ 1k sq. ft. floor area/day	5,845 sq ft floor area x 0.10 trips/ 1k sq ft floor area/day = 0.5845 trips/day	0.5845 trips/day
Proposed	7.32 trips/ du/day	N/A	0.10 trips/ 1k sq. ft. floor area/day	8,645 sq. ft. floor area x 0.10 trips/ 1k sq. ft. floor area/day = 0.8645 trips/day	0.8645 trips/day
Change					+0.28 trips/day

Notwithstanding the proposed trip generation, Policy 2-1.1.3: Dense Urban Land Area effectively eliminates the transportation concurrency requirement in favor of a prioritization of safety and function of existing roads and multi-modal transportation improvements (i.e. transit, air, boat, bicycles, pedestrianism, mixed-use development)

Policy 2-1.1.3: Dense Urban Land Area. The City of Key West is a substantially developed dense urban land area and is thereby exempted from transportation concurrency requirements for roadways. The City recognizes that its development characteristics make substantive expansion of capacity of the roadway system prohibitive. The City will therefore prioritize improving the safety and function of existing roads and multi-modal transportation improvements (i.e. transit, air, boat, bicycles, pedestrianism, mixed-use development) as its primary strategies for addressing current and projected transportation needs.

#### **Policy 4-1.1.2.C. Potable Water.**

Pursuant to Policy 4-1.1.2.C, the potable water LOS for residential and nonresidential is 100 gal/capita/day. Based on the City of Key West adopted level of service the potable water demand is not anticipated to change as the site is proposing to maintain existing residential and nonresidential uses.

Potable water demand is expected to decrease by 600 gal/day.

Table 7. 1620 Truesdale Potable Water LOS

	Residential Rate	Dwelling Unit Capacity	Resident Bed Capacity <sup>7</sup>	Total
Existing	100 gal/capita/day	N/A	314 beds x 1 capita/bed x 100 gal/capita/day = 31,400 gal/day	31,400 gal/day
Proposed	100 gal/capita/day	N/A	308 beds x 1 capita/bed x 100 gal/capita/day = 30,800 gal/day	30,800 gal/day
Change				-600 gal/day

Potable water to the City of Key West is provided by the Florida Keys Aqueduct Authority (FKAA). The FKAA has the capacity to provide 23 million gallons per day to Monroe County as a result of: The South Florida Water Management District's issuance of Water Use Permit #13-0005, which allocates 17 million gallons per day in the dry season; 17.79 million gallons per day which can be withdrawn from the Biscayne Aquifer; and six million gallons per day provided by a reverse osmosis treatment plant in Florida City. As documented above, the City is meeting its Level of Service Standard for Potable Water. The City projects a slight permanent population decrease, and only a slight increase in its functional population and non-residential development during short and long-range planning periods, so the current capacity should remain adequate. Ongoing capital improvements will be necessary to maintain and improve standards and service delivery.

#### Policy 4-1.1.2.A. Sanitary Sewage.

Pursuant to Policy 4-1.1.2.A, the sanitary sewer LOS for nonresidential is 660 gal/acre/day and residential is 100 gal/capita/day. Based on the City of Key West adopted level of service the sanitary sewer demand is not anticipated to change as the site is proposing to maintain existing residential and nonresidential uses.

Sanitary sewer demand is expected to decrease by 600 gal/day.

Table 8. 1620 Truesdale Sanitary Sewer LOS

	Residential Rate	Dwelling Unit Capacity	Resident Bed Capacity <sup>8</sup>	Total
Existing	100 gal/capita/day	N/A	24 beds x 1 capita/bed x 100 gal/capita/day = 2,400 gal/day	2,400 gal/day
Proposed	100 gal/capita/day	N/A	18 beds x 1 capita/bed x 100 gal/capita/day = 1,800 gal/day	1,800 gal/day
Change				-600 gal/day

The City contracts out the operation of the Richard A. Heyman Environmental Pollution Control Facility, its wastewater treatment plant (Plant), and the associated collection system to Operations Management International, Inc. (OMI). The Plant currently has the capacity to treat 10 million gallons per day, exceeding the capacity required to achieve the existing Level of Service Standard by approximately seven million gallons per day. Actual daily flow is 4.5 million gallons per day.

<sup>7</sup> The typical convalescent home bed contains 1 person per bed.

<sup>8</sup> The typical convalescent home bed contains 1 person per bed.



This is a reduction from eight (8) million gallons per day due to a 67 million dollars capital improvement to the City's wastewater treatment during the past short-term planning period, including \$56 million for collection system rehabilitation.

As documented above, the City is exceeding its Level of Service Standard for Wastewater. The City projects a slight permanent population decrease, and only a slight increase in its functional population and non-residential development, during the short and long-range planning periods, so the current capacity should remain adequate. Ongoing capital improvements and continuing conservation efforts will continue to maintain and improve service delivery.

#### **Policy 4-1.1.2.D. Solid Waste.**

Pursuant to Policy 4-1.1.2.D, the solid waste LOS for nonresidential is 6.37 lbs/capita/day and residential is 2.66 lbs/capita/day. Based on the City of Key West adopted level of service the solid waste demand is not anticipated to change as the site is proposing to maintain existing residential and nonresidential uses.

Solid waste demand is expected to decrease by 15.96 lbs/day.

Table 9. 1620 Truesdale Solid Waste LOS

	Residential Rate	Dwelling Unit Capacity	Resident Bed Capacity <sup>9</sup>	Total
Existing	2.66 lbs/capita/day	N/A	24 beds x 1 capita/bed x 2.66 lbs/capita/day = 63.84 lbs/day	63.84 lbs/day
Proposed	2.66 lbs/capita/day	N/A	18 beds x 1 capita/bed x 2.66 lbs/capita/day = 47.88 lbs/day	47.88 lbs/day
Change				-15.96 lbs/day

The City currently contracts with Waste Management of Florida, Inc. to collect, transfer and dispose of solid waste and residential recyclables. Commercial recyclables and other non-franchised collection services such as construction and demolition debris and yard waste are available on the open market to all licensed haulers. The City owns and operates a solid waste transfer station on Rockland Key that received 45,402.10 tons of solid waste for disposal and 3,607 tons of recyclables in 2009/10. Waste Management disposes of the solid waste collected in Monroe County, including the City of Key West, at its Central Sanitary Landfill in Broward County. In 2009 Waste Management Inc. reported a reserve capacity of 17 years at this facility. There is therefore an estimated reserve capacity of 15 years as of the date of this report.

As documented above, the City is meeting its Level of Service Standard for solid waste. The City projects a slight permanent population decrease, and only a slight increase in its functional population and non-residential development, during the short and long-range planning periods, and the current capacity should remain adequate. Ongoing capital improvements will be necessary to improve standards and service delivery.

<sup>9</sup> The typical convalescent home bed contains 1 person per bed.

**Policy 4-1.1.2.D. Recyclable Waste Generation.**

Pursuant to Policy 4-1.1.2.D, the recyclable waste LOS for nonresidential is 0.25 lbs/capita/day and residential is 0.5 lbs/capita/day. Based on the City of Key West adopted level of service the recyclable waste demand is not anticipated to change as the site is proposing to maintain existing residential and nonresidential uses.

Recycling waste demand is expected to decrease by 3 lbs/day.

Table 10. 1620 Truesdale Recyclable Waste LOS

	Residential Rate	Dwelling Unit Capacity	Resident Bed Capacity <sup>10</sup>	Total
Existing	0.5 lbs/capita/day	N/A	24 beds x 1 capita/bed x 0.5 lbs/capita/day = 12 lbs/day	12 lbs/day
Proposed	0.5 lbs/capita/day	N/A	18 beds x 1 capita/bed x 0.5 lbs/capita/day = 9 lbs/day	9 lbs/day
Change				-3 lbs/day

**Policy 4-1.1.2. E- Drainage Facilities Level of Service**

Please refer to the attached Drainage plans for pre and post-development analysis. The redevelopment will comply with all applicable Federal, state and local standards.

**Existing Level of Service Standard**

1. Post development runoff shall not exceed the pre-development runoff rate for a 25-year storm event, up to and including an event with a 24-hour duration.
2. Storm water treatment and disposal facilities shall be designed to meet the design and performance standards established in Chapter 62-25 Section 25.025, Florida Administrative Code, with treatment of the runoff from the first one inch of rainfall on-site to meet the water quality standards required by Chapter 62-302, Florida Administrative Code. Storm water facilities which directly discharge into "Outstanding Florida Waters" (OFW) shall provide an additional treatment pursuant to Section 62-25.025 (9), Florida Administrative Code.
3. Storm water facilities must be designed so as to not degrade the receiving water body below the minimum conditions necessary to assure the suitability of water for the designated use of its classification as established in Chapter 62-302 Florida Administrative Code.

**CONDITIONAL USES. ARTICLE III.****Sec. 122-62. Specific criteria for approval.****(a) Findings.**

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,

<sup>10</sup> The typical convalescent home bed contains 1 person per bed.



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 a conditional use shall describe how the specific land use characteristics proposed meet the criteria described in subsection (c) of this section and shall include a description of any measures proposed to mitigate against possible adverse impacts of the proposed conditional use on properties in the immediate vicinity.

**(b) Characteristics of use described.**

**(1) Scale and intensity.**

- a. **Floor area ratio:** See site data table above.
- b. **Traffic generation:** See sec. 108-233 and policy 2-1.1.1 above.
- c. **Square feet of enclosed building for each specific use:** See site data table above.
- d. **Proposed employment:** The project proposes to maintain existing employment services related to MARC programmatic services.
- e. **Proposed number and type of service vehicles:** No changes are proposed.
- f. **Off-street parking needs:** See sec. 108-244 above.

**(2) On- or off-site improvement needs.**

- a. **Utilities:** See sec. 102-233 and article IV above.
- b. **Public facilities:** See sec. 102-233 and article IV above.
- c. **Roadway of signalization improvements, or other similar improvements:** See sec. 108-284 and sec. 108-286 above.
- d. **Accessory structure or facilities:** No accessory structures or facilities are proposed as part of this use.
- e. **Other unique facilities / structures proposed as part of site improvements:** The project proposes a state-of-the-art facility for MARC nonprofit, as part of the necessary continuum of care.

**(3) On-site amenities**

- a. **Open space:** See article V and VI above.
- b. **Setbacks from adjacent properties:** See attached plans and site data above.
- c. **Screening and buffers:** See article V and VI above.
- d. **Landscape berms proposed to mitigate against impact to adjacent sites:** See article V and VI above.
- e. **Mitigative techniques for abating smoke, odor, noise, and other noxious impacts:** No smoke, odor, noise, or other noxious impacts are proposed as part of this project.

**(c) Criteria for conditional use review and approval.**

**(1) Land use compatibility.**

See sec. 108-234 above.

**(2) Sufficient site size, adequate site specifications, and infrastructure to accommodate the proposed use.**

The redevelopment of 1620 Truesdale proposes sufficient size, adequate site specifications, and infrastructure to accommodate the proposed project.

**(3) Proper use of mitigative techniques.**

N/A. No adverse impacts are anticipated as part of the redevelopment of 1620 Truesdale.

**(4) Hazardous waste.**

N/A. No hazardous waste is anticipated as part of the proposed project.

**(5) Compliance with applicable laws and ordinances.**

The redevelopment of 1620 Truesdale will comply with all applicable laws and ordinances.

**(6) Additional criteria applicable to specific land uses.**

- a. Land uses within a conservation area:** N/A. The redevelopment of 1620 Truesdale is not within a conservation area.
- b. Residential development:** See sec. 108-231 above.
- c. Commercial or mixed-use development:** See sec. 108-234 above.
- d. Development within or adjacent to historic district:** N/A. The redevelopment of 1620 Truesdale is not located within or adjacent to a historic district.
- e. Public facilities or institutional development:** See solution statement above.
- f. Commercial structures uses and related activities within tidal waters:** N/A. The redevelopment of 1620 Truesdale is not proposed within tidal waters.
- g. Adult entertainment establishments:** N/A. The redevelopment of 1620 Truesdale does not propose adult entertainment establishments.

# Redevelopment of 1620 Truesdale Court into New MARC House



## Landscape Waiver or Modification

**Location Address: 1620 Truesdale Court**

**Parcel Address: 3401 Duck Avenue**

**Parcel ID: 00064740-000000**

## SOLUTION STATEMENT

A.H. of Monroe County, Monroe Association for ReMARCable Citizens (MARC), and the City of Key West have partnered to redevelop the social service living program at 1620 Truesdale Court, to be the new onsite program-designed facility for the MARC, commonly being called “new MARC House”.

The project will enhance MARC social service living program capacity and improve compliance with the Land Development Regulations. The 1620 Truesdale Court structure will be FEMA- and hurricane-compliant and meet green building standards. The building and adjacent site layout have been designed to retain and protect adjacent existing high-quality trees.

## BACKGROUND

1620 Truesdale Court, the structure subject to redevelopment, has exceeded its effective life and no longer meets program needs. 1620 Truesdale Court will be redeveloped to support the programmatic needs of the MARC social service living.

1620 Truesdale was historically built as a two-story building with four dwelling units as part of the Naval Air Station Key West (NASKW) naval housing. The property was transferred to the City of Key West to be used as part of the city’s Continuum of Care (CoC) social service living program. Since then, 1620 Truesdale has provided four units to CoC programming and contains a total of 24 social service living programmatic residential beds, with approx. 5,845 sq ft of floor area. The structure known as 1620 Truesdale no longer meets the physical and functional needs of CoC programming, and its existing units are below base flood elevation. The project proposes that 1620 Truesdale will be redeveloped into a three-story, state-of-the-art facility to be used by CoC as program-designed social service living for CoC member, MARC, as its new onsite housing facility, and include 6 units, with a total of 18 beds and 8,645 sq ft of indoor and outdoor floor area.

The existing use of 1620 Truesdale is part of the programmatic special needs social services housing of the CoC. Per comprehensive plan table 1-1.1.5, social services special needs housing is measured in FAR, not units per acre. Additionally, the proposed supported living use by MARC programming is understood to fall within the Land Development Regulations (LDR) definition of

*nursing homes, rest homes, assisted living facilities, and convalescent homes*<sup>11</sup>. Per sec. 86-9, such programmatic use is measured in floor area, as opposed to density. As part of this project, the existing 2-story, 5,845 sq ft floor area (4 units, 24 beds) is proposed to be redeveloped into a 3-story, 8,645 sq ft floor area (6 units, 18 beds). Per sec. 108-91.B.2(b), the addition or reconstruction of 5,000 sq ft or more of floor area requires major development plan approval. Additionally, per sec. 122-278(3), nursing homes, rest homes, and convalescent homes requires conditional use approval within the Medium Density Residential-1 (MDR-1) zoning district.

### **LANDSCAPE WAIVER OR MODIFICATION. SEC. 108-517.**

#### **(a) An application for waiver or modification:**

This landscape waiver or modification is requested as part of the redevelopment of 1620 Truesdale Court to limit the requirements of this article to solely pertain to and improve the open space, screening, buffers, and landscaping as required immediately adjacent to 1620 Truesdale Court and not include the larger parcel known as 3401 Duck Avenue.

The proposed redevelopment of 1620 Truesdale has been designed to retain and protect adjacent existing high-quality trees. And the existing and proposed landscaping is greater than 35% of the total area of the property.

Table 11. Requested Waivers or Modifications

Section	Requirement	Proposed	Reason
108-413(b)	Minimum standards for landscaping along the right-of-way	As proposed on the attached plans.  No changes to existing landscaping along the right-of-way.	The redevelopment of 1620 Truesdale proposes to improve open space, screening, buffers, and landscaping immediately adjacent to 1620 Truesdale. And, 1620 Truesdale is more than 250 ft away from the Duck Ave right-of-way.
108-414	Requirements for interior areas (parking lots)	As proposed on the attached plans.  Improving landscaping adjacent to the parking lot immediately adjacent to 1620 Truesdale. No other changes to existing parking area landscaping are proposed.	The redevelopment of 1620 Truesdale proposes to improve open space, screening, buffers, and landscaping immediately adjacent to 1620 Truesdale. And, 1620 Truesdale proposes no changes to the existing parking area which services more than just the programmatic services of 1620 Truesdale.
108-415	Perimeter landscape requirements.	As proposed on the attached plans.  Improving perimeter landscaping immediately adjacent to 1620 Truesdale. No other changes to existing perimeter landscaping are proposed.	The redevelopment of 1620 Truesdale proposes to improve open space, screening, buffers, and landscaping immediately adjacent to 1620 Truesdale.

<sup>11</sup> Memorandum from Katie P. Halloran, Planning Director (March 3, 2025).



108-416	Other landscape requirements for nonvehicular use areas	As proposed on the attached plans.  Improving landscaping for nonvehicular use areas immediately adjacent to 1620 Truesdale. No other changes to existing landscaping for nonvehicular use areas are proposed.	The redevelopment of 1620 Truesdale proposes to improve open space, screening, buffers, and landscaping immediately adjacent to 1620 Truesdale.
108-450	Landscape screening	As proposed on the attached plans.  Improving landscape screening immediately adjacent to 1620 Truesdale. No other changes to existing landscape screening are proposed.	The redevelopment of 1620 Truesdale proposes to improve open space, screening, buffers, and landscaping immediately adjacent to 1620 Truesdale.
108-452	Required sight distances for landscaping adjacent to public rights-of-way and points of access	As proposed on the attached plans.  Improving landscaping along Truesdale Court and Spalding Court points of access immediately adjacent to 1620 Truesdale. No other changes to landscaping adjacent to rights-of-way and points of access are proposed.	The redevelopment of 1620 Truesdale proposes to improve open space, screening, buffers, and landscaping immediately adjacent to 1620 Truesdale.

**(b) The planning board approval criteria:**

**(1) *Public interest; adjacent property.* The waiver or modification would not have a significant adverse impact on the public interest, or on adjacent property.**

The waiver or modification will not have a significant adverse impact on the public interest, or on adjacent property. The waiver or modification proposes the redevelopment of 1620 Truesdale to improve open space, screening, buffers, and landscaping immediately adjacent to 1620 Truesdale. No other changes to existing open space, screening, buffers, and landscaping are proposed as part of this project.

**(2) *Not discriminatory.* The waiver or modification is not discriminatory, considering similar situations in the general area.**

The waiver or modification is not discriminatory, considering similar situations in the general area. Any project may seek a waiver or modification.

**(3) *Superior alternatives.* The development will provide an alternative landscape solution which will achieve the purposes of the requirement through clearly superior design.**

The development will provide an alternative landscape solution which will achieve the purpose of the requirement through clearly superior design. The redevelopment of 1620 Truesdale proposes to improve open space, screening, buffers, and landscaping immediately adjacent to 1620 Truesdale.

**(4) *Protection of significant features.* The waiver or modification is necessary to preserve or enhance significant existing environmental or cultural features, such as trees, scenic areas, historic sites or public facilities, related to the development site.**

The waiver or modification is necessary to preserve or enhance significant existing environmental or cultural features, such as trees, scenic areas, historic sites or public facilities, related to the development. The redevelopment of 1620 Truesdale is necessary

for the structure to be physically and functionally utilized by the Continuum of Care (CoC). Further, the proposed redevelopment of 1620 Truesdale has been designed to retain and protect adjacent existing high-quality trees. And the existing and proposed landscaping is greater than 35% of the total area of the property.

**(5) *Deprivation of reasonable use.* Strict application of the requirement would effectively deprive the owner of reasonable use of the land due to its unusual size, shape, topography, natural conditions, or location, provided that:**

- a. Such effect upon the owner is not outweighed by a valid public purpose in imposing the requirement in this case; and**
- b. The unusual conditions involved are not the result of actions of the developer or property owner which occurred after the effective date of the ordinance from which this section derives.**

Strict application of the requirement would effectively deprive the Continuum of Care of reasonable use of 1620 Truesdale due to the property's large overall size and the location of the proposed redevelopment. Such effect upon the CoC is not outweighed by a valid public purpose in imposing the requirement in this case, and the unusual conditions involved are not the result of the actions of the developer or CoC.

**(6) *Technical impracticality.* Strict application of the requirement would be technically impractical.**

Strict application of the requirement would be technically impractical. The waiver or modification proposes the redevelopment of 1620 Truesdale to improve open space, screening, buffers, and landscaping immediately adjacent to 1620 Truesdale.

## Planning Department Memo (March 3, 2025)



**PLANNING DEPARTMENT  
THE CITY OF KEY WEST  
1300 WHITE STREET, KEY WEST, FL 33040  
(305) 809-3720**

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## Memorandum

**Date:** March 3, 2025  
**Subject:** BPAS & ESFUs at the Poinciana Special Needs Housing Redevelopment Site  
**To:** Brian L. Barroso  
**From:** Katie P. Halloran, Planning Director  
**CC:** Scott Pridgen, AH Monroe  
Ronald Ramsingh, City Attorney  
Tina Burns, Housing and Community Development Manager

### Summary

The Land Development Regulations allow nursing homes, rest homes, assisted living facilities and convalescent homes to utilize an equivalency factor that allows 10 individual living units/resident nursing beds for every 1.0 BPAS unit allocation.

AH Monroe is working with local Continuum of Care (CoC) providers and other agencies to redevelop aging residential facilities at the Poinciana Plaza Special Needs Housing site, which is owned by the City and leased to the Housing Authority. The Housing Authority manages subleases to local CoC providers who manage 48 of the 58 units on site.

AH and the CoC propose to redevelop the site. The proposal would replace the 11 residential structures that are leased to CoC providers and replace them with eight new residential structures that would accommodate 94 units and 314 beds.

The Planning Department is tasked with evaluating the degree to which the 0.1 BPAS equivalency factor applies to the redevelopment project.

### **BPAS & the Equivalent Single-Family Unit Factor**

#### Legislative History

The Land Development Regulations of the City of Key West ("LDRs") regulates residential development through the Building Permit Allocation System (BPAS), under a mandate by the State of Florida. Monroe County carries out the same mandate under a program known as ROGO.



City Commission Resolution 01-175 approved a memorandum of agreement (“MOA”) between the City of Key West and the State of Florida Department of Community Affairs (now the Department of Commerce). The MOA recognized that Key West generated fewer evacuating vehicles per dwelling unit compared to the rest of Monroe County. It authorized an equivalency factor that allowed certain types of housing to be calculated as less than a full dwelling unit under BPAS.

The memorandum stated: “New senior citizen housing may be counted at less than a full ROGO unit provided it is part of a project for which there is a City-approved plan for collective evacuation. ROGO unit equivalency for the senior housing will be determined based on the ratio of units to evacuating vehicles.”

Ordinance 04-07 adopted an amendment to Section 86-9: *Definitions*, added language regarding ESFUs to the definition of “Nursing homes, rest homes, and convalescent homes”:

“Individual living units or resident nursing beds shall be treated as 0.1 equivalent unit under the city's building permit allocation ordinance, [section 108-994](#). If a facility is developed to remain operational during and after a category 5 hurricane, and therefore does not contribute to the evacuation of vehicles, the city commission may exempt this facility from the requirements of the building permit allocation ordinance or may authorize an alternate equivalency factor.” (Section 86-9).<sup>1</sup>

Code Section 86-9 also provides the following definition:

*“Nursing homes, rest homes, assisted living facilities and convalescent homes mean activities customarily performed at 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 activity shall not include duly state-licensed volunteer adult foster care homes in which three or fewer foster adults are placed. Neither does the principal activity include hospitals, clinics or similar institutions that diagnose and treat the sick or injured.*

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<sup>1</sup> The staff memorandum that accompanied Ordinance 04-07 stated that “If evacuated by the facility, then it is reasonable to expect 10 residents per van and one driver and one care giver.” As a result, the Planning Department interprets the terms “individual living unit” and “resident nursing bed” to refer to either: 1) a living unit for an individual, or 2) a nursing bed for a resident, i.e., an eligible facility may have a capacity of 10 residents for each 1.0 BPAS unit allocation.

Poinciana Special Needs Housing Redevelopment

AH Monroe is working with local Continuum of Care (CoC) providers and other agencies to redevelop aging residential facilities at the Poinciana Plaza Special Needs Housing site.

In a letter received 2/5/25, AH Monroe identifies the following proposed facilities, proposed ESFU, and proposed service providers:

Provider	Housing Type	Services	Proposed Units	Applicant's Proposed ESFU	Provides collective evacuation for all residents	Planning Dept. ESFU Estimate
MARC	Permanent Supportive Housing	residential nursing & personal care assistance to clients with developmental and intellectual disabilities	6 units 18 beds	0.6	No	0.6
Domestic Abuse Shelter		Food, clothing, shelter, and case management	6 units 24 beds	0.6	No	6
AH/FKOC	Mental Health Permanent Supportive Housing	Food, clothing, shelter, and case management	9 units 36 beds	.9	No	9
AH/FKOC	Transitional/Permanent Supportive Housings	Food, clothing, shelter, and case management	40 units 104 beds	4.0	No	40
Samuel's House		Food, clothing, shelter, and case management	15 units 60 beds	1.5	No	15
Catholic Charities	Permanent supportive Housing	Food, clothing, shelter, and case management	6 units 24 beds	0.6	No	6
Volunteers of America	Transitional Housing	Supportive services to veterans experiencing homelessness, plus case management, life skills training, and mental health counseling	6 units 24 beds	0.6	No	6
Florida Keys Children Shelter	Transitional housing/ temporary shelter for people aged 16-21	Food, clothing, shelter, and case management	6 units 24 beds	0.6	No	6
<b>TOTAL</b>			<b>94 units 314 beds</b>	<b>9.4</b>		<b>Total: 88.6 (Deficit: 40.6)</b>

The Planning Department has previously issued a determination regarding the 6 units proposed to be operated by the Monroe Association for ReMARCable Citizens (MARC). Specifically, the Planning Department stated:

“MARC is a registered Home- and Community-Based Services provider whose services include residential nursing, residential habilitation, and personal care assistance to clients

with developmental and intellectual disabilities. Residential facilities operated by MARC which provide food, shelter and care for disabled individuals fall under the above-referenced Code definition of “Nursing homes, rest homes, assisted living facilities and convalescent homes.” Therefore, individual living units or resident nursing beds in these facilities shall be subject to an ESFU of 0.1.”

Accordingly, the Planning Department can confirm that 1620 Truesdale Court may be redeveloped with 6 units including total 18 bedrooms, serving MARC clients as described above.

The Planning Department’s determination also stated that City staff is coordinating with AH Monroe to identify the services to be provided by the various CoC providers at the Poinciana Special Needs Housing site in order to confirm eligibility of the 0.1 ESFU for the remainder of the redeveloped site.

AH Monroe and the CoC have provided supportive documentation in support of their request for the City to recognize a 0.1 ESFU for all proposed units on site. However, staff cannot at this point confirm whether the remaining units are eligible for a 0.1 ESFU.

None of the facilities are specifically identified as “assisted living facilities, nursing homes, or convalescent centers.” Additionally, none of the facilities are to be “senior living facilities” which was the term authorized to use an ESFU by the DCA MOA. Further, none of the facilities propose a collective evacuation plan for all residents

**Recommendation:**

Staff recommends that the applicant limit the development to 48 units utilizing 48 ESFUs, and submit a request to the City Commission for Early Evacuation Units. Further, staff recommends that the applicant provide a *plan for collective evacuation*. These plans could be proactively reviewed by staff and shared with the State of Florida, at the request of the applicant.

# PROPERTY CARD

## Monroe County, FL

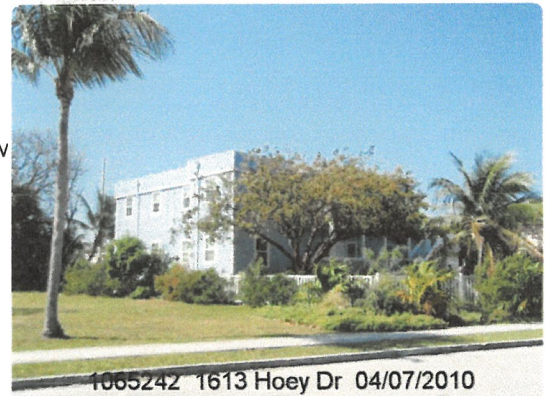
**\*\*PROPERTY RECORD CARD\*\*****Disclaimer**

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.

By continuing into this site you assert that you have read and agree to the above statement.

**Summary**

Parcel ID 00064740-000000  
 Account# 1065242  
 Property ID 1065242  
 Millage Group 10KW  
 Location 3401 DUCK Ave, KEY WEST  
 Address  
 Legal BK 19 LTS 2 THRU 10 AND PT LT 11 AND PT OF LAND LYING N OF SAID BLK KW KW  
 Description FWDN SUB PLAT 2 PB1-189 (6.45 AC) (A/K/A POINCIANA HOUSING COMPLEX - HOMELESS HOUSING) G11-147/148 OR1655-1771/1845Q/C OR2410-271 OR2410-272/75ESMT  
 (Note: Not to be used on legal documents.)  
 Neighborhood 31100  
 Property Class MUNICIPAL (8900)  
 Subdivision Key West Foundation Co's Plat No 2  
 Sec/Twp/Rng 34/67/25  
 Affordable No  
 Housing

**Owner**

[CITY OF KEY WEST](#)  
 PO Box 1409  
 Key West FL 33041

**Valuation**

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+ Market Improvement Value	\$11,333,192	\$11,333,192	\$11,333,192	\$11,333,192
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$3,141,213	\$3,141,213	\$3,141,213	\$3,141,213
= Just Market Value	\$14,474,405	\$14,474,405	\$14,474,405	\$14,474,405
= Total Assessed Value	\$14,474,405	\$14,474,405	\$14,474,405	\$14,474,405
- School Exempt Value	(\$14,474,405)	(\$14,474,405)	(\$14,474,405)	(\$14,474,405)
= School Taxable Value	\$0	\$0	\$0	\$0

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	\$3,141,213	\$11,333,192	\$0	\$14,474,405	\$14,474,405	\$14,474,405	\$0	\$0
2023	\$3,141,213	\$11,333,192	\$0	\$14,474,405	\$14,474,405	\$14,474,405	\$0	\$0
2022	\$3,141,213	\$11,333,192	\$0	\$14,474,405	\$14,474,405	\$14,474,405	\$0	\$0
2021	\$3,141,213	\$11,333,192	\$0	\$14,474,405	\$14,474,405	\$14,474,405	\$0	\$0
2020	\$3,141,213	\$11,333,192	\$0	\$14,474,405	\$14,474,405	\$14,474,405	\$0	\$0
2019	\$3,141,213	\$11,333,192	\$0	\$14,474,405	\$14,474,405	\$14,474,405	\$0	\$0
2018	\$3,141,213	\$11,333,192	\$0	\$14,474,405	\$14,474,405	\$14,474,405	\$0	\$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY (010D)	281,030.00	Square Foot	0	0



**Buildings**

Building ID	5367	Exterior Walls	C.B.S.
Style		Year Built	1966
Building Type	M.F. - R4 / R4	EffectiveYearBuilt	1992
Building Name		Foundation	CONCR FTR
Gross Sq Ft	6674	Roof Type	GABLE/HIP
Finished Sq Ft	4620	Roof Coverage	ROLLED COMPOS
Stories	2 Floor	Flooring Type	CONC S/B GRND
Condition	POOR	Heating Type	NONE with 0% NONE
Perimeter	428	Bedrooms	8
Functional Obs	0	Full Bathrooms	4
Economic Obs	0	Half Bathrooms	0
Depreciation %	36	Grade	550
Interior Walls	PLASTER	Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	4,620	4,620	0
PTO	PATIO	1,924	0	0
SBF	UTIL FIN BLK	130	0	0
<b>TOTAL</b>		<b>6,674</b>	<b>4,620</b>	<b>0</b>

Building ID	5368	Exterior Walls	C.B.S.
Style		Year Built	1966
Building Type	R6 / R6	EffectiveYearBuilt	1992
Building Name		Foundation	CONCR FTR
Gross Sq Ft	9540	Roof Type	GABLE/HIP
Finished Sq Ft	6384	Roof Coverage	ROLLED COMPOS
Stories	2 Floor	Flooring Type	CONC S/B GRND
Condition	POOR	Heating Type	NONE with 0% NONE
Perimeter	568	Bedrooms	12
Functional Obs	0	Full Bathrooms	6
Economic Obs	0	Half Bathrooms	0
Depreciation %	36	Grade	550
Interior Walls	PLASTER	Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	6,384	6,384	0
PTO	PATIO	2,961	0	0
SBF	UTIL FIN BLK	195	0	0
<b>TOTAL</b>		<b>9,540</b>	<b>6,384</b>	<b>0</b>

Building ID	5369	Exterior Walls	C.B.S.
Style		Year Built	1966
Building Type	M.F. - R4 / R4	EffectiveYearBuilt	1992
Building Name		Foundation	CONCR FTR
Gross Sq Ft	7120	Roof Type	GABLE/HIP
Finished Sq Ft	5280	Roof Coverage	ASPHALT SHINGL
Stories	2 Floor	Flooring Type	CONC S/B GRND
Condition	POOR	Heating Type	FCD/AIR DUCTED with 0% NONE
Perimeter	472	Bedrooms	12
Functional Obs	0	Full Bathrooms	12
Economic Obs	0	Half Bathrooms	4
Depreciation %	36	Grade	550
Interior Walls	WALL BD/WD WAL	Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	5,280	5,280	0
PTO	PATIO	1,690	0	0
SBF	UTIL FIN BLK	150	0	0
<b>TOTAL</b>		<b>7,120</b>	<b>5,280</b>	<b>0</b>

Building ID	5370	Exterior Walls	C.B.S.
Style		Year Built	1966
Building Type	M.F. - R4 / R4	EffectiveYearBuilt	1965
Building Name		Foundation	CONCR FTR
Gross Sq Ft	7886	Roof Type	GABLE/HIP
Finished Sq Ft	5880	Roof Coverage	ASPHALT SHINGL
Stories	2 Floor	Flooring Type	CONC S/B GRND
Condition	POOR	Heating Type	FCD/AIR DUCTED with 0% NONE
Perimeter	512	Bedrooms	16
Functional Obs	0	Full Bathrooms	12
Economic Obs	0	Half Bathrooms	4
Depreciation %	53	Grade	550
Interior Walls	WALL BD/WD WAL	Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	5,880	5,880	0
PTO	PATIO	1,796	0	0

Code	Description	Sketch Area	Finished Area	Perimeter
SBF	UTIL FIN BLK	210	0	0
<b>TOTAL</b>		<b>7,886</b>	<b>5,880</b>	<b>0</b>

Building ID	5371	Exterior Walls	C.B.S.
Style		Year Built	1966
Building Type	M.F. - R4 / R4	EffectiveYearBuilt	1992
Building Name		Foundation	CONC BLOCK
Gross Sq Ft	9540	Roof Type	GABLE/HIP
Finished Sq Ft	6384	Roof Coverage	ASPHALT SHINGL
Stories	1 Floor	Flooring Type	CONC S/B GRND
Condition	POOR	Heating Type	FCD/AIR DUCTED with 0% NONE
Perimeter	512	Bedrooms	16
Functional Obs	0	Full Bathrooms	8
Economic Obs	0	Half Bathrooms	0
Depreciation %	36	Grade	550
Interior Walls	WALL BD/WD WAL	Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	6,384	6,384	0
PTO	PATIO	2,961	0	0
SBF	UTIL FIN BLK	195	0	0
<b>TOTAL</b>		<b>9,540</b>	<b>6,384</b>	<b>0</b>

Building ID	5372	Exterior Walls	C.B.S.
Style		Year Built	1966
Building Type	R6 / R6	EffectiveYearBuilt	1965
Building Name		Foundation	CONCR FTR
Gross Sq Ft	7120	Roof Type	GABLE/HIP
Finished Sq Ft	5280	Roof Coverage	ASPHALT SHINGL
Stories	1 Floor	Flooring Type	CONC S/B GRND
Condition	POOR	Heating Type	FCD/AIR DUCTED with 0% NONE
Perimeter	568	Bedrooms	12
Functional Obs	0	Full Bathrooms	6
Economic Obs	0	Half Bathrooms	0
Depreciation %	53	Grade	550
Interior Walls	WALL BD/WD WAL	Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	5,280	5,280	0
PTO	PATIO	1,690	0	0
SBF	UTIL FIN BLK	150	0	0
<b>TOTAL</b>		<b>7,120</b>	<b>5,280</b>	<b>0</b>

Building ID	5373	Exterior Walls	C.B.S.
Style		Year Built	1966
Building Type	M.F. - R4 / R4	EffectiveYearBuilt	1992
Building Name		Foundation	CONCR FTR
Gross Sq Ft	6510	Roof Type	GABLE/HIP
Finished Sq Ft	5280	Roof Coverage	ASPHALT SHINGL
Stories	1 Floor	Flooring Type	CONC S/B GRND
Condition	POOR	Heating Type	FCD/AIR DUCTED with 0% NONE
Perimeter	472	Bedrooms	12
Functional Obs	0	Full Bathrooms	4
Economic Obs	0	Half Bathrooms	4
Depreciation %	36	Grade	550
Interior Walls	WALL BD/WD WAL	Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	5,280	5,280	0
PTO	PATIO	1,080	0	0
SBF	UTIL FIN BLK	150	0	0
<b>TOTAL</b>		<b>6,510</b>	<b>5,280</b>	<b>0</b>

Building ID	5374	Exterior Walls	C.B.S.
Style		Year Built	1966
Building Type	R6 / R6	EffectiveYearBuilt	1992
Building Name		Foundation	CONCR FTR
Gross Sq Ft	6510	Roof Type	GABLE/HIP
Finished Sq Ft	5280	Roof Coverage	ASPHALT SHINGL
Stories	1 Floor	Flooring Type	CONC S/B GRND
Condition	POOR	Heating Type	FCD/AIR DUCTED with 0% NONE
Perimeter	568	Bedrooms	12
Functional Obs	0	Full Bathrooms	6
Economic Obs	0	Half Bathrooms	0
Depreciation %	36	Grade	550

Interior Walls	WALL BD/WD WAL			Number of Fire Pl	0
Code	Description	Sketch Area	Finished Area	Perimeter	
FLA	FLOOR LIV AREA	5,280	5,280	0	
PTO	PATIO	1,080	0	0	
SBF	UTIL FIN BLK	150	0	0	
<b>TOTAL</b>		<b>6,510</b>	<b>5,280</b>	<b>0</b>	

Building ID	5375	Exterior Walls	C.B.S.
Style		Year Built	1966
Building Type	M.F. - R4 / R4	EffectiveYearBuilt	1992
Building Name		Foundation	CONCR FTR
Gross Sq Ft	6510	Roof Type	GABLE/HIP
Finished Sq Ft	5280	Roof Coverage	ASPHALT SHINGL
Stories	1 Floor	Flooring Type	CONC S/B GRND
Condition	POOR	Heating Type	FCD/AIR DUCTED with 0% NONE
Perimeter	472	Bedrooms	16
Functional Obs	0	Full Bathrooms	8
Economic Obs	0	Half Bathrooms	0
Depreciation %	36	Grade	550
Interior Walls	WALL BD/WD WAL	Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	5,280	5,280	0
PTO	PATIO	1,080	0	0
SBF	UTIL FIN BLK	150	0	0
TOTAL		6,510	5,280	0

Building ID	5376	Exterior Walls	C.B.S.
Style		Year Built	1966
Building Type	M.F. - R4 / R4	EffectiveYearBuilt	1992
Building Name		Foundation	CONCR FTR
Gross Sq Ft	7886	Roof Type	GABLE/HIP
Finished Sq Ft	5880	Roof Coverage	ASPHALT SHINGL
Stories	1 Floor	Flooring Type	CONC S/B GRND
Condition	POOR	Heating Type	FCD/AIR DUCTED with 0% NONE
Perimeter	428	Bedrooms	8
Functional Obs	0	Full Bathrooms	4
Economic Obs	0	Half Bathrooms	0
Depreciation %	36	Grade	550
Interior Walls	WALL BD/WD WAL	Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	5,880	5,880	0
PTO	PATIO	1,796	0	0
SBF	UTIL FIN BLK	210	0	0
TOTAL		7,886	5,880	0

Building ID	5377	Exterior Walls	C.B.S.
Style		Year Built	1966
Building Type	M.F. - R4 / R4	EffectiveYearBuilt	1992
Building Name		Foundation	CONCR FTR
Gross Sq Ft	7886	Roof Type	GABLE/HIP
Finished Sq Ft	5880	Roof Coverage	ASPHALT SHINGL
Stories	1 Floor	Flooring Type	CONC S/B GRND
Condition	POOR	Heating Type	FCD/AIR DUCTED with 0% NONE
Perimeter	512	Bedrooms	16
Functional Obs	0	Full Bathrooms	8
Economic Obs	0	Half Bathrooms	4
Depreciation %	36	Grade	550
Interior Walls	WALL BD/WD WAL	Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	5,880	5,880	0
PTO	PATIO	1,796	0	0
SBF	UTIL FIN BLK	210	0	0
TOTAL		7,886	5,880	0

Building ID	5378	Exterior Walls	C.B.S.
Style		Year Built	1966
Building Type	M.F. - R4 / R4	EffectiveYearBuilt	1992
Building Name		Foundation	CONCR FTR
Gross Sq Ft	7886	Roof Type	GABLE/HIP
Finished Sq Ft	5880	Roof Coverage	ASPHALT SHINGL
Stories	1 Floor	Flooring Type	CONC S/B GRND
Condition	POOR	Heating Type	FCD/AIR DUCTED with 0% NONE

Perimeter 472  
 Functional Obs 0  
 Economic Obs 0  
 Depreciation % 36  
 Interior Walls WALL BD/WD WAL

Bedrooms 16  
 Full Bathrooms 8  
 Half Bathrooms 4  
 Grade 550  
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	5,880	5,880	0
PTO	PATIO	1,796	0	0
SBF	UTIL FIN BLK	210	0	0
<b>TOTAL</b>		<b>7,886</b>	<b>5,880</b>	<b>0</b>

Building ID 5379  
 Style  
 Building Type M.F. - R4 / R4  
 Building Name  
 Gross Sq Ft 7886  
 Finished Sq Ft 5880  
 Stories 1 Floor  
 Condition POOR  
 Perimeter 512  
 Functional Obs 0  
 Economic Obs 0  
 Depreciation % 36  
 Interior Walls WALL BD/WD WAL

Exterior Walls C.B.S.  
 Year Built 1966  
 EffectiveYearBuilt 1992  
 Foundation CONCR FTR  
 Roof Type GABLE/HIP  
 Roof Coverage ASPHALT SHINGL  
 Flooring Type CONC S/B GRND  
 Heating Type FCD/AIR DUCTED with 0% NONE  
 Bedrooms 16  
 Full Bathrooms 8  
 Half Bathrooms 4  
 Grade 550  
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	5,880	5,880	0
PTO	PATIO	1,796	0	0
SBF	UTIL FIN BLK	210	0	0
<b>TOTAL</b>		<b>7,886</b>	<b>5,880</b>	<b>0</b>

Building ID 5380  
 Style  
 Building Type M.F. - R4 / R4  
 Building Name  
 Gross Sq Ft 7886  
 Finished Sq Ft 5880  
 Stories 1 Floor  
 Condition POOR  
 Perimeter 512  
 Functional Obs 0  
 Economic Obs 0  
 Depreciation % 36  
 Interior Walls NONE

Exterior Walls C.B.S.  
 Year Built 1966  
 EffectiveYearBuilt 1992  
 Foundation NONE  
 Roof Type NONE  
 Roof Coverage NONE  
 Flooring Type NONE  
 Heating Type NONE with 0% NONE  
 Bedrooms 0  
 Full Bathrooms 8  
 Half Bathrooms 4  
 Grade 550  
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	5,880	5,880	0
PTO	PATIO	1,796	0	0
SBF	UTIL FIN BLK	210	0	0
<b>TOTAL</b>		<b>7,886</b>	<b>5,880</b>	<b>0</b>

Building ID 5381  
 Style  
 Building Type M.F. - R4 / R4  
 Building Name  
 Gross Sq Ft 6674  
 Finished Sq Ft 4620  
 Stories 1 Floor  
 Condition POOR  
 Perimeter 428  
 Functional Obs 0  
 Economic Obs 0  
 Depreciation % 36  
 Interior Walls WALL BD/WD WAL

Exterior Walls C.B.S.  
 Year Built 1966  
 EffectiveYearBuilt 1992  
 Foundation WD CONC PADS  
 Roof Type GABLE/HIP  
 Roof Coverage ASPHALT SHINGL  
 Flooring Type CONC S/B GRND  
 Heating Type FCD/AIR DUCTED with 0% NONE  
 Bedrooms 8  
 Full Bathrooms 4  
 Half Bathrooms 0  
 Grade 550  
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	4,620	4,620	0
PTO	PATIO	1,924	0	0
SBF	UTIL FIN BLK	130	0	0
<b>TOTAL</b>		<b>6,674</b>	<b>4,620</b>	<b>0</b>

## Permits

Number	Date Issued	Status	Amount	Permit Type	Notes
24-1244	05/20/2024	Active	\$13,500	Residential	replacement of ductwork and ac due to fire
24-1083	04/25/2024	Active	\$1,750	Residential	Installing water heater in address 1618 Truesdell Court

Number	Date Issued	Status	Amount	Permit Type	Notes
24-1075	04/18/2024	Active	\$25,000	Commercial	Complete rewiring of existing unit after fire damage
24-0911	04/10/2024	Active	\$110,000	Commercial	Unit 1,2 and 4 - Dry wall and insulation remove and replace. Interior doors remove and replace. Unit 3 Dry wall and insulation remove and replace. Interior doors remove and replace. Water heater and air condition remove and reset.
24-0011	01/11/2024	Completed	\$0		(1) Women's Tongue tree
23-2392	08/30/2023	Completed	\$21,120	Residential	Scope of Work: 1. Provide demolition of existing circuitry at ground floor as needed for 1st floor wall and floor demolition. a. Power to second floor to be maintained throughout renovation work as second floor will remain occupied. b. No work on the 2nd floor. 2. Provide demolition of existing fans, lighting, and sconces at 1st floor as required for renovation work. 3. Provide temporary power and lighting as required throughout course of construction. 4. Existing panels and breakers will be utilized for new installation of ground floor work. 5. Provide re-wiring of all ground floor areas as needed after structural work is complete. 6. Furnish and install new ceiling fans in each room (1) and in each living room (2). 7. Furnish and install new LED surface mounted fixtures in bathroom and living rooms. 8. Provide installation of bathroom ceiling exhaust fans. a. Bathroom exhaust fans furnished by others.
23-2368	08/18/2023	Completed	\$18,000	Residential	Replace Fixtures. 1st Floor Replace 8-Toilets,8-Lavs,8-Tubs and 1-Kitchen
23-2226	08/17/2023	Active	\$197,835	Commercial	1st floor demo drywall, flooring, kitchen cabinets, doors. Install new flooring, drywall, kitchen cabinets doors, etc.
2023-1203	04/27/2023	Completed	\$15,500	Residential	Replace water lines from one meter to 6 apartments
BLD2022-3558	01/06/2023	Active	\$38,750	Commercial	Remove & Replace ten windows with impact-rated windows NOC received
BLD2022-1608	06/06/2022	Completed	\$4,500	Residential	Remodel bathroom. Replace Fixtures 2-toilet,2-bathroom sink,1-tub, 1-shower.
BLD2020-1991	07/23/2020	Completed	\$500	Residential	REMOVE APPROX 11 LF OF CONCRETE FENCE AND INSTALL APPROX 6 LF 4 FT PICKET FENCE.
BLD2020-1986	07/14/2020	Completed	\$8,000	Residential	REMOVE AND REPLACE APPROX. 45 LF OF SPALLING BEAM.
BLD2020-0690	03/03/2020	Completed	\$9,425	Residential	RENOVATION EXTERIOR
BLD2019-4504	12/27/2019	Completed	\$9,425	Residential	REMOVE& REPLACE SINGLE HUNG ALUMINUM WINDOWS WITH NEW. A TOTAL OF SEVEN (7) WINDOWS TO BE REPLACED. RESTORE ADJACENT STUCCO AND TOUCH UP PAINT ON EXTERIOR, RESTORE DRYWALL RETURNS AND TOUCH UP PAINT ON INTERIOR.
BLD2019-1156	03/29/2019	Completed	\$12,000	Residential	Remove side wall office and replace with VCT, Installation of frame SITE ADDRESS 1624 SPAULDING CT 1-4 KEY WEST, FL 33040
11-1137	04/12/2011	Completed	\$28,000	Residential	INSTALL 675 LN FT ALUMINUM PICKET SITE FENCE, 384 LN FT TO BE DRILLED & SET IN N.S GROUT POCKETS @ SITE RETAINING WALL THE REMAINING 291 LN FT TO BE IN 120" X 38" DEEP CONCRETE POSTS HOLES
11-1134	04/11/2011	Completed	\$4,200	Residential	IRRIGATION SYSTEM, TIMER & RAIN SWITCH BACKFLOW BY OTHERS.
11-0515	03/10/2011	Completed	\$1,500	Residential	INSTALLATION OF 221 SOLAR PV PANELS USING A NON-PENTRATING. ADHESIVE ON THE ROOF OF ABOVE SPECIFIED LOCATION. THE SYSTEM HAS A NAMEPLATE CAPACITY OF 25.6 KW GROSS POWER RATING OF 21.75KW AS PER KEYS ENERGY SERVICES. THE SYSTEM COVERS APPROX. 4000 SQ/FT.
11-0521	03/10/2011	Completed	\$96,500	Residential	INSTALLATION OF 221 SOLAR PV PANELS USING A NON-PENTRATING ADHESIVE ON THE ROOF OF ABOVE SPECIFIED LOCATION. THE SYSTEM HAS A NAMEPLATE CAPACITY OF 25.6 KW & GROSS POWER RATING OF 21.75KW AS PER KEYS ENERGY SERVICES. THE SYSTEM COVERS APPROX. 4000 SQ/FT.
11-0467	02/10/2011	Completed	\$6,300	Residential	INSTALLATION OF SITE POLES LED FIXTURE WITH ASSOCIATED CONDUIT BRANCH CIRCUITRY AND OVER CURRENT PROTECTION.
11-0468	02/10/2011	Completed	\$40,000	Residential	INSTALLATION OF 125KW GENERATOR AUTOMATIC TRANSFER SWITCH WITH ASSOCIATE CONDUIT FEEDERS AND CHARGER BRANCH CIRCUITRY
11-0052	01/07/2011	Completed	\$150,000	Residential	INSTALL 150 SQS SINGLE PLY (80 MIL) FULLY ADHERED TO DECK
10-3674	11/29/2010	Completed	\$68,000	Residential	INSTALL COMPLETE METAL FIRE SPRINKLER SYSTEM.
10-2661	11/16/2010	Completed	\$475,000	Residential	CHANGES TO PORCH OVERHANG FRAMING 2X6 RAFTERS 2X8 BEAMS, 5/8 PLYWOOD, SIMPSON ST RAPS
10-2696	11/15/2010	Completed	\$20,000	Residential	INSTALL 4-3 TON A/C SYSTEMS WITH 62 DROPS AND 2-DRYER VENTS.
10-2352	11/02/2010	Completed	\$91,000	Residential	INSTALL 18 TOILETS; 18 LAV SINKS; 18 KITCHEN SINKS; 17 BATHTUBS; 2 WASHING MACHINES; 1 MOP SINK; 18 W/H
10-3368	10/14/2010	Completed	\$250,000	Residential	INSTALL 51 1 1/4 TON 3 2 1/2 TON, 2 1 TON MINI SPLIT, 53 EXHAUST FANS & 6' DRYER VENTS WITH 283 DROPS.
10-3370	10/14/2010	Completed	\$5,800	Residential	INSTALL METAL ROOF ONTO NEWLY CONSTRUCTED PORCH.
10-2920	09/14/2010	Completed	\$12,000	Residential	PROVIDE 2 400 AMP SERVICES TO BLDG. PROVIDE 1 100 AMP FEEDER TO EACH UNIT (TOTAL OF NINE). CONNECT 4 5 TON AIR CONDITIONING UNITS. 2 LAUNDRY ROOMS W/WASHER, DRYER, WATER HEATER AND OUTLETS. 10-OUTLETS FOR EXTERIOR LIGHTING.
10-3038	09/13/2010	Completed	\$300	Residential	INSTALL TEMPORARY FOR CONSTRUCTION
10-2354	09/09/2010	Completed	\$93,000	Residential	INSTALL 18 TOILETS; 18 LAV SINKS; 18 KITCHEN SINKS; 17 BATHTUBS; 2 WASHING MACHINES; 1 MOP SINK; 18 W/H
10-2798	08/19/2010	Completed	\$15,000	Residential	RUN MAIN WATER AND SEWER LINE CONNECT TO BUILDING. ROUGH IN 2 WASHING MACHINE DRAIN AND 2 WATER HEATERS.
10-2639	08/11/2010	Completed	\$19,750	Residential	FIRST FLOOR FIRE ALARM, INSTALL CONDUIT SYSTEM, CONDUCTORS, AND DEVICE I.E. SMOKE DETECTOR, MANUAL PULL STATIONS, HORN STROBE, ELEVATOR RETURN, HEAT DETECTORS.
10-2640	08/11/2010	Completed	\$19,750	Residential	SECOND FLOOR FIRE ALARM, INSTALL CONDUIT SYSTEM, CONDUCTORS, AND DEVICES, I.E. SMOKE DETECTORS, MANUAL PULL STATIONS, HORN STROBES, ELEVATOR RECALL HEAT DETECTORS.

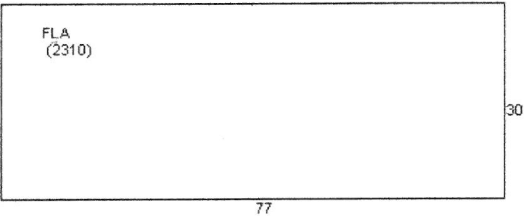
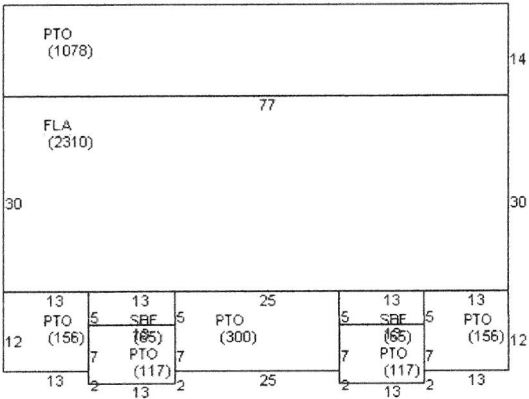


Number	Date Issued	Status	Amount	Permit Type	Notes
10-2641	08/11/2010	Completed	\$19,750	Residential	THIRD FLOOR FIRE ALARM, INSTALL CONDUIT SYSTEM, CONDUCTORS, AND DEVICES, I.E. SMOKE DETECTORS, MANUAL PULL STATIONS, HORN STROBES, ELEVATOR RECALL HEAT DETECTORS.
10-2642	08/11/2010	Completed	\$1,500	Residential	REMOVE/INSTALL 200 AMP; 120/200V. THREE PHASE FOUR WIRE TEMPORARY CONSTRUCTION SITE POWER WITH THREE QUAD WP GFI RECEP ARRANGEMENT
10-2661	08/10/2010	Completed	\$475,000	Residential	PLACEMENT OF MODULAR UNITS ON EXISTING FOUNDATION, 5060 S.F. PORCH, WALKWAYS, RAMP & STAIRS, UTILITY ROOM 130 S.F. HARDIE PLANK SIDING ON MATELINE AREAS ONLY, 3000 SF. 9 UNITS, 2 BEDROOM EACH.
10-2309	07/28/2010	Completed	\$10,000	Residential	INSTALL FIRE SPRINKLER'S 13R SYSTEM NEW TWO STORY MODULAR BUILDING BEGIN WORK AT SYSTEM SIDE OF THE 2" BACKFLOW VALVE
10-2353	07/19/2010	Completed	\$93,000	Residential	INSTALL 18 TOILETS; 18 LAV SINKS; 18 KITCHEN SINKS; 17 BATHTUBS; 2 WASHING MACHINES; 1 MOP SINK; 18 W/H
10-2088	07/02/2010	Completed	\$40,000	Residential	CONCRETE FOUNDATION ONLY FOR FUTURE MODULAR BUILDING INCLUDING DECKS AND UTILITY ROOM; 3416 S.F. 47 AUGER HOLES AND 38 COLUMNS.
10-1217	05/27/2010	Completed	\$2,500,000	Residential	CONSTRUCT 16 UNITS SPECIAL NEEDS HOUSING. FIRST FLOOR UNITS 101-117
10-1218	05/27/2010	Completed	\$2,500,000	Residential	CONSTRUCT 17 UNITS SPECIAL NEEDS HOUSING. SECOND FLOOR UNITS 201-217
10-1219	05/27/2010	Completed	\$2,500,000	Residential	CONSTRUCT 17 UNITS SPECIAL NEEDS. THIRD FLOOR UNITS 301-317
10-1490	05/13/2010	Completed	\$800	Residential	INSTALL TEMPORARY SERVICE JOB SITE FOR TEMPORARY OFFICE MODULAR UNIT; INSTALL 200 AMP; 120/240 VAC; 1 PH 3W (200 A)
10-1439	05/10/2010	Completed	\$985	Residential	TEMP WATER & SEWER SUPPLY
10-1216	05/03/2010	Completed	\$20,000	Residential	TEMPORARY CONSTRUCTION TRAILER AND CONSTRUCTION FENCE; 1800 LF X 6'
08-363	02/13/2008	Completed	\$272,429	Residential	REMOVAL AND INSTALLATION 41 KITCHEN CABINETS
07-2422	05/17/2007	Completed	\$2,400	Residential	BUILD A SERENITY FOUNTAIN AT 1613 HOEY DR.
07-1742	04/17/2007	Completed	\$5,000	Residential	MODULAR STRUCTURE 400 AMP 2 GANG SERVICE FOR 1613 HOEY DR
07-0675	02/13/2007	Completed	\$2,488	Residential	INSTALL TWO 4-TON A/C' (HOUSE IS A PRE-FAB)-FOR 1613 HOEY DR.
07-0599	02/09/2007	Completed	\$25,000	Residential	POUR SLAB ON GRADE 814 SQ FT& 12' FOUNTAIN 113 SQ FT
07-0577	02/07/2007	Completed	\$6,075	Residential	ROUGH IN MODULAR DRAINS & WATERTIE IN O WATER AND SEWER
07-0045	01/09/2007	Completed	\$1,800	Residential	INSTALL 25QS RUBBER ROOFING FOR SAMUELS HOUSE AT 1613 HOEY D
06-5305	11/07/2006	Completed	\$55,000	Residential	INSTALL RAMP,SIDEWALK,STAIRS,DECKS,SWALE AND MODULAR TIE DOWNS 16 UNITS FOR KATHY'S HOPE
06-5237	09/14/2006	Completed	\$100	Residential	DELETE AUGER PILES AT STAIRS
06-5023	08/28/2006	Completed	\$54,000	Residential	FOUNDATION FOR MODULAR BLDG
05-1024	04/01/2005	Completed	\$22,000	Residential	REPLACE SEWER LATERAL FOR #1624 SPALDING CT.
05-1025	04/01/2005	Completed	\$22,000	Residential	REPLACE SEWER LATERAL FOR #1622 SPALDING CT
03-1472	04/29/2003	Completed	\$1,900	Residential	REROUTE PIPING
02-2706	04/10/2003	Completed	\$120,000	Residential	CNVRT 4/4 INTO 1/1 & 2/2

### View Tax Info

[View Taxes for this Parcel](#)

### Sketches (click to enlarge)



Unsketched Subareas:  
FLA (5880)  
PTO (1796)  
SBF (210)

Unsketched Subareas:  
FLA (5880)  
PTO (1796)  
SBF (210)

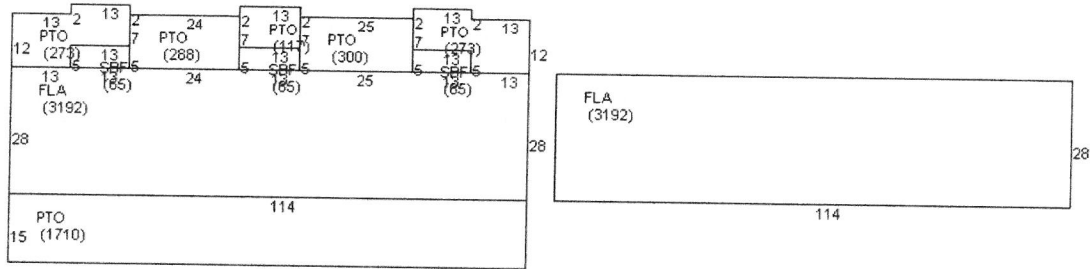
Unsketched Subareas:  
FLA (5880)  
PTO (1796)  
SBF (210)



Unsketched Subareas:  
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PTO (1796)  
SBF (210)

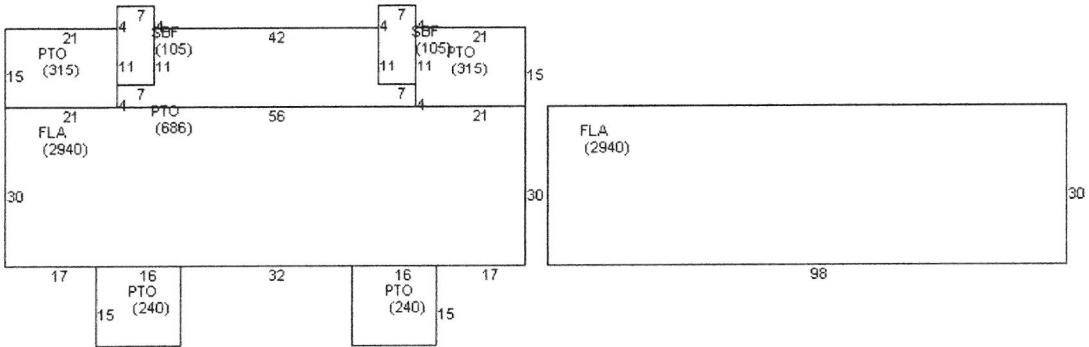
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SBF (210)

Unsketched Subareas:  
FLA (4620)  
PTO (1924)  
SBF (130)









Unsketched Subareas:  
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SBF (195)  
PTO (2961)

Unsketched Subareas:  
FLA (5280)  
PTO (1690)

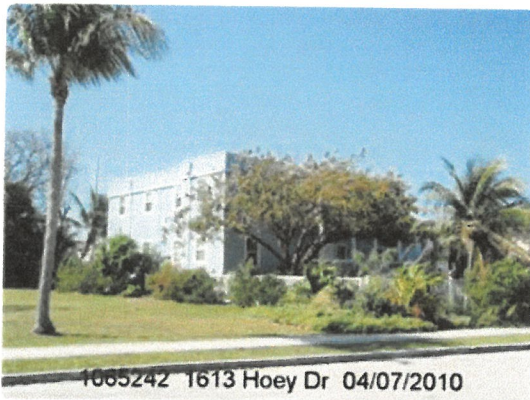
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PTO (1080)  
SBF (150)

Unsketched Subareas:  
FLA (5280)  
PTO (1080)  
SBF (150)



Unsketched Subareas:  
FLA (5280)  
PTO (1080)  
SBF (150)

## Photos



## Map



No data available for the following modules: Yard Items, Sales, TRIM Notice.



[User Privacy Policy](#) [GDPR Privacy Notice](#)  
[Last Data Upload: 4/4/2025, 1:33:41 AM](#)

# **AUTHORIZATION FORM**



**City of Key West  
Planning Department**

**Authorization Form**  
(Where Owner is a Business Entity)

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

I, Brian L. Barroso as  
*Please Print Name of person with authority to execute documents on behalf of entity*

City Manager of City of Key West  
*Name of office (President, Managing Member)* *Name of owner from deed*

authorize Richard McChesney/Spottswood Law Firm  
*Please Print Name of Representative*

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

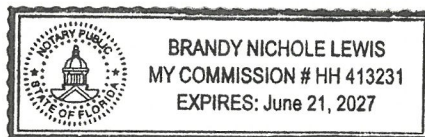
Brian L. Barroso  
*Signature of person with authority to execute documents on behalf of entity owner*

Subscribed and sworn to (or affirmed) before me on this 8. July 25  
*Date*

by Brian L. Barroso  
*Name of person with authority to execute documents on behalf of entity owner*

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

Brandy Nichole Lewis  
*Notary's Signature and Seal*



Brandy Nichole Lewis  
*Name of Acknowledger typed, printed or stamped*

HH413231  
*Commission Number, if any*



3401 Duck Avenue  
(RE No. 00064740-000000)

**City of Key West  
Planning Department**

**Authorization Form**  
(Where Owner is a Business Entity)

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

I, Brian L. Barroso as  
*Please Print Name of person with authority to execute documents on behalf of entity*

City Manager of City of Key West  
*Name of office (President, Managing Member)* *Name of owner from deed*

authorize Scott Pridgen of A.H. of Monroe County, Inc.  
*Please Print Name of Representative*

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

Brian L. Barroso  
*Signature of person with authority to execute documents on behalf of entity owner*

Subscribed and sworn to (or affirmed) before me on this 25<sup>th</sup> day of March, 2025  
*Date*

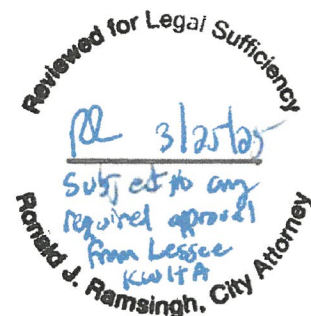
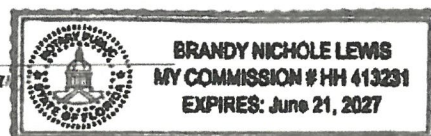
by Brian L. Barroso  
*Name of person with authority to execute documents on behalf of entity owner*

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

Brandy Nichole Lewis  
*Notary's Signature and Seal*

Brandy Nichole Lewis  
*Name of Acknowledger typed, printed or stamped*

HH413231  
*Commission Number, if any*



**VERIFICATION  
FORM**





**City of Key West  
Planning Department  
Verification Form**  
(Where Applicant is an entity)

I, Scott Pridgen, in my capacity as CEO  
(print name) (print position, president, managing member)  
of A.H. of Monroe County, Inc.  
(print name of entity)

being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application:

3401 Duck Avenue, Key West, FL 33040 (RE No. 00064740-000000)  
Street address of subject property

I, the undersigned, declare under penalty of perjury under the laws of the State of Florida that I am the Authorized Representative of the property involved in this application; that the information on all plans, drawings and sketches attached hereto and all the statements and answers contained herein are in all respects true and correct.

In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

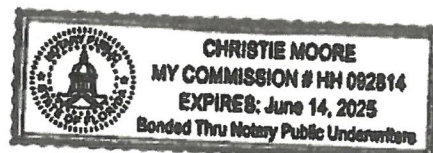
[Signature]  
Signature of Applicant

Subscribed and sworn to (or affirmed) before me on this March 31, 2025 by  
E. Scott Pridgen  
Name of Applicant

He She is personally known to me or has presented \_\_\_\_\_ as identification.

[Signature]  
Notary's Signature and Seal

Christie Moore  
Name of Acknowledger typed, printed or stamped



\_\_\_\_\_  
Commission Number, if any

**MASTER LEASE AGREEMENT  
& 50 YEAR RENEWAL RESOLUTION**

**MASTER DEVELOPMENT/LONG-TERM LEASE  
AGREEMENT**

This Agreement is entered into this 28 day of April 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

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

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

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

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.

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

#### SECTION I - DEFINITIONS:

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:

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 its 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 their 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 turnover 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.
- \* David Nolan Memorial Foundation
- \* Domestic Abuse Shelter (DAS)
- \* Easter Seals Society
- \* Florida Department of Children and Families (Sub-Area 11-B)
- \* Florida Keys Outreach Coalition (FKOC)

- \* Florida 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
- \* Wesley House

The "Homeless Coalition" shall select the specific service providers from among its 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 adopted 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 dependence 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 obtains 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 slated for homeownership, which are to be newly constructed, are intended to be available for eligible first-time home buyers within 3 years from the turnover 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 Spalding 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 #1614	transitional housing
*	Building #1615	transitional housing
*	Building #1616	transitional housing
⊛	Building #1617	transitional housing
*	Building #1618	transitional housing
*	Building #1619	transitional housing
*	Building #1620	transitional housing
*	Building #1621	transitional housing
*	Building #1622	transitional housing
*	Building #1623	transitional housing
⊛	Building #1624	transitional housing
*	Building #1625	transitional housing
*	Building #1626	transitional housing
*	Building #1661	child day care center

• Building #1662

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 KWHHA 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 its 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 its 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 clients	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 its 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 KWHHA hereby agrees to the following:

- A. 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 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.
- B. 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 A above.
- C. The Housing Authority shall certify 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 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:

1. 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.
2. 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 to persons on the basis of religion.
3. 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 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:**

If the Housing Authority fails to develop the housing and related services contemplated in this Master 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 procure 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:

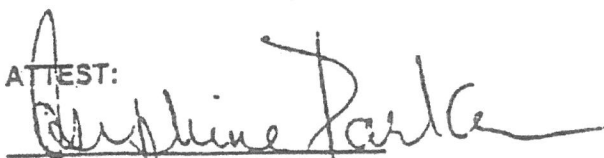
All notices required under this Agreement shall be sent to the parties at the following address; with copies to the Office of the City Attorney:

LRA: William Harrison, Director  
Redevelopment Agency  
City of Key West  
P.O. Box 1409  
Key West, Florida 33041

KWHA: Henry Haskins, Executive Director  
Key West Housing Authority  
P.O. Box 2476  
1400 Kennedy Drive  
Key West, Florida 33045

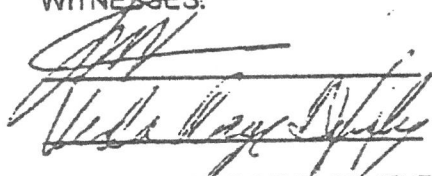
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the day and date first indicated above.

ATTEST:



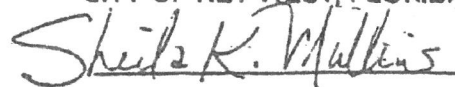
City Clerk

WITNESSES:



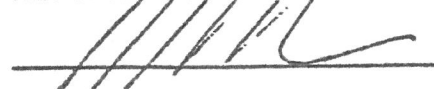
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CITY OF KEY WEST, FLORIDA



Sheila K. Mullins, Chairman  
Local Redevelopment Agency

KEY WEST HOUSING AUTHORITY



Henry Haskins, Executive Director

KEY WEST HOUSING AUTHORITY



Frank P. Toppino  
Chairman

## **EXHIBIT #1**

### **Definitions**

**Affordable Housing** - housing where the occupants pay rent consistent with the City of Key West Affordable Housing Ordinance and formulas.

**Assisted Housing** - housing whose initial construction or rehabilitation cost and/or overall financing is supplemented/assisted in order to make the housing affordable. (The financial assistance goes to the building/property owner not the occupants).

**BRAC** - Federal Base Realignment and Closure Commission pursuant to the Defense Closure and Realignment Act of 1990, Public Law 101-510, as amended.

**Continuum of Care** - 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.

**Dwelling** - any building, structure, or portion thereof which is occupied as, or designed to be occupied as, a residence by one or more families.

**Emergency Housing** - generally refers to housing used to alleviate an immediate housing crisis, where the individual or family resides for 30 days or less.

**Emergency Shelter** - means any facility with sleeping accommodations, the primary purpose of which is to provide temporary shelter for the homeless in general, or for specific populations of the homeless e.g. persons with alcohol and other substance abuse problems and/or mental illness.

**Environmental review** - a review conducted under the federal regulations at CFR 92.45 (a).

**First Time Homebuyer** - An individual or family who has not owned a home during the three year period preceding the assisted purchase of a home that must be used as the principal residence of

the Homebuyer, except that the individual is a displaced homemaker or a single parent.

**Florida Statute Chapter 421** - That section of the Florida Statutes that enables the creation of Housing Authority's and dictates their roles and responsibilities under Florida law.

**Gaps** - Those service areas identified in the Key West Continuum of Care for the Homeless that are needed, but are not currently being provided.

**HAS** - Homeless Assistance Submission (HAS) component of the Base Re-Use Plan for the Key West LRA as adopted on September 16, 1997.

**Homeless** - An individual or family which has a primary nighttime residence that is: (1) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for persons with mental illness); (2) an institution that provides a temporary residence for individuals intended to be institutionalized; or (3) a public or private place not designed for, or ordinarily used as, regular sleeping accommodations for human beings. The term does not include any individual imprisoned or otherwise detained.

**Homeless Assistance Conveyance** - That method of conveying Military property at no cost, to Local Redevelopment Authorities (LRA's) or homeless providers, in order to address the needs of homeless individuals as identified in a Continuum of Care Program.

**Homeless Coalition** - The Southernmost Homeless Assistance League formerly known as the "Plan 1999" Homeless Coalition.

**Homeless Persons With Special Needs** - A homeless person that has special physical, mental, or other social needs such as: (but not limited to) persons with alcohol and/or drug addiction, mental illness, single women with children, abused individuals, etc.

**Homeownership Program** - the assisted purchase of a home that must be used as the buyer's principal residence, and may not be used for rental purposes.

**Household** - One or more persons occupying a housing unit.

**Housing Authority** - The Housing Authority of the City of Key West a/k/a the Key West Housing Authority.

**Housing Unit** - An occupied or vacant house, apartment, or a single room occupied by one individual, known as single-room occupancy (SRO), that is intended as separate living quarters.

**HUD** - U. S. Department of Housing and Urban Development

**Key West Continuum of Care for the Homeless** - The proposed strategy for addressing the needs of the Key West homeless population, as outlined in the Base Reuse Plan/HAS adopted by the Key



West LRA on September 16, 1997.

KWNAS - Key West Naval Air Station.

LRA - Key West Naval Properties Local Redevelopment Authority established in 1996.

Low Income - households whose income does not exceed 50 percent of the median income for the area, with adjustments made for family size, adjusted annually.

Master Developer/Lessee - the entity responsible for the overall development of the Poinciana Housing site, and for entering into sub-leases with applicable homeless service providers to render services to homeless persons with special needs, as identified in the Key West Base Reuse Plan/Homeless Assistance Submission adopted by the Key West Local Redevelopment Authority on September 16, 1997.

Moderate Income - Households whose gross incomes do not exceed 80 percent of the area median income, as adjusted by family size.

Monroe County Continuum of Care - The county-wide strategy designed to address homelessness, as identified in the Monroe County SuperNOFA Supportive Housing Program (SHP) Application submitted to HUD in August of 1997.

NOI's - Notices of Interest that were submitted to the Key West LRA in response to an advertisement regarding the potential availability of surplus Naval property to be used for public benefit purposes.

Overcrowded - A housing unit which does not comply with HUD occupancy requirements as it relates to family composition.

Payment In Lieu of Property Taxes? (PILOT) - a payment, permitted under State Statute 421, that allows Housing Authorities to reimburse municipal entities for costs associated with the provision of services to residents of Housing Authority property, in lieu of municipal property taxes, from which Housing Authority's are exempt.

Permanent housing - Affordable and/or assisted housing that is expected to be available to low/moderate income and/or homeless persons, for an indefinite period of time.

Plan - The Base Reuse Plan/Homeless Assistance Submission (HAS) adopted by the Key West LRA on September 16, 1997.

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 one to four bedrooms), totaling approximately 252,000 square feet, as well as a mangrove-intrusive lake.

**Redevelopment Act** - the Base Closure Community Redevelopment and Homeless Assistance Act of 1994.

**Rental housing** - Affordable and/or assisted rental housing that is expected to be available to low/moderate income and/or homeless persons at rents that do not exceed the established Fair Market Rent (FMR) as determined by the U.S. Department of Housing and Urban Development (HUD).

**Sheltered** - families and persons whose primary nighttime residence is a supervised publicly or privately operated shelter, including emergency shelters, transitional housing for the homeless, domestic violence shelters, residential shelters for runaway and homeless youth, and any hotel/motel/apartment voucher arrangements made because the person is homeless. The term does not include persons living doubled-up or in overcrowded or substandard conventional housing.

**Short-term housing** - generally refers to housing that accommodates the immediate needs of individuals (up to six (6) months), and provides both housing and supportive services to homeless persons to facilitate movement to transitional or permanent housing.

**Sub-leases** - those legal instruments contemplated to convey property to "HomelessCoalition" Service Providers on the Poinciana Housing site, that are comparable in both length, duration and cost, to the Master Development/Long-Term Lease Agreement between the LRA and the Housing Authority.

**Subsidized housing** - housing in which the individual receives a rental supplement to help make their housing affordable e.g. Section 8 Rental Assistance Program.

**Supportive Housing** - Housing which includes housing units and group quarters, that have a supportive environment and include a planned supportive service component.

**Supportive Services** - Services that include (but are not limited to): case management, housing counseling, job training and placement, primary health care, mental health services, alcohol/drug abuse treatment, emergency food, domestic violence and family services, child care, veterans services, etc.

**Transitional Housing** - generally refers to housing that accommodates the needs of individuals coming out of emergency shelter situations or short-term housing, and transitioning into permanent housing. Transitional housing provides both housing and supportive services to homeless persons to facilitate movement to independent living within 24 months.

**Unsheltered** - families and individuals whose primary nighttime residence is a public or private place that is not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

**EXHIBIT #2**

**Poinciana Housing Site Maps  
And  
Legal Description**

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.

# **POINCIANA HOUSING\***

## **Special Needs Area**

<b>Building Number</b>	<b>Square Footage</b>	<b>Units in Building</b>	<b>Bedrooms/Baths</b>	
P-1614	5,968	4	4	2 1/2
P-1615	4,208	4	2	1 1/2
P-1616	5,232	4	3	1 1/2
P-1617	5,232	4	3	1 1/2
P-1618	5,968	4	4	2 1/2
P-1619	6,312	6	2	1 1/2
P-1620	5,232	4	3	1 1/2
P-1621	6,312	6	2	1 1/2
P-1622	5,968	4	4	2 1/2
P-1623	4,208	4	2	1 1/2
P-1624	5,968	4	4	2 1/2
P-1625	5,232	4	3	1 1/2
P-1626	5,968	4	4	2 1/2

## **National Park Service**

P-1644	5,124	4	3	2
P-1645	5,684	4	4	2 1/2

# Un-Assigned

Building Number	Square Footage	Units in Building	Bedrooms/Baths	
P-1627	5,684	4	4	2 1/2
P-1628	4,108	4	2	1 1/2
P-1629	5,124	4	3	2
P-1630	4,108	4	2	1 1/2
P-1631	4,108	4	2	1 1/2
P-1632	4,108	4	2	1 1/2
P-1633	5,684	4	4	2 1/2
P-1634	5,124	4	3	2
P-1635	5,684	4	4	2 1/2
P-1636	5,124	4	3	2
P-1637	4,108	4	2	1 1/2
P-1638	5,684	4	4	2 1/2
P-1639	5,124	4	3	2
P-1640	5,684	4	4	2 1/2
P-1641	6,162	6	2	1 1/2
P-1642	4,108	4	2	1 1/2
P-1643	4,108	4	2	1 1/2
P-1646	5,684	4	4	2 1/2
P-1647	6,162	6	2	1 1/2
P-1648	5,124	4	3	2

Building Number	Square Footage	Units in Building	Bedrooms/Baths	
P-1649	6,162	6	2	1 1/2
P-1650	4,108	4	2	1 1/2
P-1651	6,162	6	2	1 1/2
P-1652	5,684	4	4	2 1/2
P-1653	4,108	4	2	1 1/2
P-1654	4,108	4	2	1 1/2
P-1655	5,684	4	4	2 1/2
P-1656	4,108	4	2	1 1/2
P-1657	5,124	4	3	2
P-1658	4,108	4	2	1 1/2
P-1659	4,108	4	2	1 1/2
P-1660	5,684	4	4	2 1/2
P-1661	4,108	4	2	1 1/2
P-1662	5,684	4	4	2 1/2
P-1663	5,124	4	3	2

	Two (2) Bedrooms	Three (3) Bedrooms	Four (4) Bedrooms	Total
Number of Units	100	48	64	212

\* The source of this information has been provided to the City of Key West by NAS/Key West Housing.

poind.rpt

**EXHIBIT #3**

**Number and Type of New Affordable Housing Units  
To Be Constructed on the Polinciana Site**

Building 1 4 -2 bedroom units  
Building 2 4- 3 bedroom units  
Building 3 4- 3 bedroom units  
Building 4 4- 3 bedroom units



**EXHIBIT #4**

**Key West Housing Authority's "Homeownership Affordability Policy"**

**(The Authority agrees to provide this policy to the LRA within 30 days from the date of this agreement)**



Josephine Parker, CMC  
City Clerk

THE CITY OF KEY WEST  
P. O. BOX 1409  
KEY WEST, FLORIDA 33041-1409

525 Angela Street  
(305) 292-8193  
Fax 292-8133

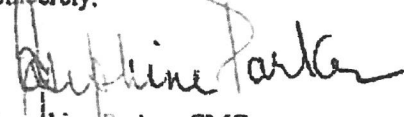
April 28, 1998

Mr. Henry Haskins, Executive Director  
Key West Housing Authority  
1400 Kennedy Drive  
Key West, FL 33040

Dear Mr. Haskins:

Enclosed is an executed copy of Master Development/Long-Term Lease Agreement between the LRA and the Key West Housing Authority for your files.

Sincerely,

  
Josephine Parker, CMC  
City Clerk

JP/dwn  
CCL-854

Enclosure

*Key to the Caribbean - Average yearly temperature 77° F.*

## ADDENDUM

THIS ADDENDUM to the Master Development/Long-Term Lease Agreement is entered into this 28 day of JULY, 1998, by and between the Key West Naval Properties Local Redevelopment Authority (LRA) and the Housing Authority of the City of Key West.

## WITNESSETH

WHEREAS, in April of 1998 the LRA and the Housing Authority entered into a Master Development/Long Term Lease Agreement for the Poinciana Housing project; and

WHEREAS, the parties now desire to amend their Agreement to add to its terms the U.S. Navy's License to use the Poinciana Housing property;

NOW, THEREFORE, the parties agree to this Addendum, as follows:

Section 1: The LRA and the Housing Authority agree that its Master Development/Long Term Lease Agreement is deemed a Sublicense for the purposes of the LRA's License with the U.S. Navy for the Poinciana Housing project (the "Premises").

### Section 2:     Incorporation of Navy License.

The License between the Navy and the LRA, as extended from time to time, a copy of which is attached hereto and incorporated herein by reference, specifically requires that all sublicenses of the LRA, including sublicensee, be subject to all of the terms, conditions, responsibilities and obligations contained in the License including, without limitation, the termination provisions set forth in Paragraph 14 of the License. Sublicensee hereby acknowledges that as to the Premises and during the term of its occupancy and/or use of the Premises or each part thereof as herein provided, it will be bound by all applicable terms, conditions, responsibilities and obligations of the License with respect to said Premises as if it were the Licensee/Sublicensee thereof notwithstanding anything in the License to the contrary. Should a conflict arise between a provision of this Sublicense and a provision of the License, the provision of the License shall take precedence. Nothing herein shall be deemed to grant to Sublicensee any rights or privileges greater than the LRA has received under the License. Notwithstanding the foregoing, nothing in this Sublicense shall be construed to limit or modify the responsibilities and obligations of the United States under Paragraph 14 of the License. Sublicensee shall indemnify and save harmless the LRA against any and all claims by the United States or any other person(s), firm(s) or corporation(s) arising out of Sublicensee's failure to perform all of the terms, conditions, responsibilities and obligations contained in the License as to the Premises.

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.

ATTEST:

Josephine Parker  
Josephine Parker, City Clerk

CITY OF KEY WEST

By: Sheila K. Mullins  
Sheila K. Mullins, Chairman  
Local Redevelopment Authority

WITNESSES:

William H. Harrison  
Printed Name: William H. Harrison  
Robyn L. Wells  
Printed Name: Robyn L. Wells

KEY WEST HOUSING AUTHORITY

By: Henry Haskins  
Henry Haskins, Executive Director

RESOLUTION NO. 24-084

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA), APPROVING THE ATTACHED LEASE RENEWAL WITH THE KEY WEST HOUSING AUTHORITY FOR FIFTY (50) YEARS TO ENABLE THE KEY WEST HOUSING AUTHORITY AND AH MONROE TO DEVELOP HOUSING FOR THE HOMELESS AT POINCIANA PLAZA; APPROVING ANY NECESSARY BUDGET ADJUSTMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

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

Section 1: That the attached Lease Agreement between the Key West Housing Authority and the City of Key West Local Redevelopment Authority (LRA) to enable ~~KWHA~~ and A.H. Monroe, Inc., through KWHA to develop housing for the homeless on land controlled by the City of Key West LRA at Poinciana Plaza in Key West, FL is hereby approved.

Section 2: Any necessary budget adjustments or transfers are hereby approved.

Section 3: That the City Manager is authorized to execute the Lease Renewal, upon consent of the City Attorney.

Section 4: 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 Authority.

Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 11th day of April, 2024

Authenticated by the presiding officer and Clerk of the Authority on April 16, 2024.

Filed with the Clerk April 16, 2024.

Chair Teri Johnston	<u>Yes</u>
Vice Chair Sam Kaufman	<u>Yes</u>
Commissioner Lissette Carey	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Absent</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Ex-Officio Carlos Fanjul	<u>Yes</u>
Ex-Officio Christina Gardner	<u>Yes</u>

  
TERI JOHNSTON, CHAIR

ATTEST:

  
KERI O'BRIEN, CITY CLERK



## MEMORANDUM

---

**Date:** April 11, 2024

**To:** Local Redevelopment Authority of the City of Key West (LRA)  
Honorable Mayor and Commissioners

**Via:** Albert P. Childress  
City Manager

**From:** Tina Burns  
Housing & Community Development Director

**Subject:** **Review and approve the amendment to the Master Development / Long Term Lease Agreement between the Key West Naval Properties Local Redevelopment Authority (LRA) and the Housing Authority of the City of Key West for Poinciana Plaza to extend the existing lease by 50 years; approving any necessary budget adjustments; authorizing the City Manager to execute necessary documents upon consent of the City Attorney; providing for an effective date.**

---

### Introduction

Respectfully request the Naval properties Local Redevelopment Authority to review and approve the amendment to the Master Development / Long Term Lease Agreement between the Key West Naval Properties Local Redevelopment Authority (LRA) and the Key West Housing Authority and A. H. Monroe to extend the existing lease by 50 years for A.H. Monroe to develop housing for the homeless service providers of Poinciana Plaza; approving any necessary budget adjustments; authorizing the City Manager to execute necessary documents upon consent of the City Attorney; providing for an effective date.

### Background

On April 28, 1998 the LRA and the Housing Authority entered into a Master Development / Long Term Lease Agreement as amended by the certain Addendum dated July 28, 1998 (collectively the "Master Lease") for the property commonly known as the Poinciana housing Site. The Master Lease is set to expire in 2048.

The Poinciana Plaza Site consists of 13 buildings on 6.4 acres owned by the United States Navy and transferred to the City of Key West as part of the Base Closure and Realignment Act of 1990. The



conveyance of the property to the City of Key West was to be used specifically for homeless assistance purposes . Since 1998, CoC Homeless and Special Needs Agencies have provided temporary, transitional, and permanent supportive housing to the Key West community. However, the 13 buildings constructed in 1966 have exceeded their useful life and are in critical need of repair. In order to accomplish that objective, the existing lease needs to be extended by 50 years.

The Master Lease extension is the first step into ensuring site control for the Key West Housing Authority and A.H. Of Monroe County to re-develop housing for the homeless service providers on land owned and controlled by the by the City of Key West LRA.

### **Procurement**

There will be no financial costs for the City of Key West or the LRA for extending the term of the lease.

#### **Options**

1. To approve the Resolution extending the existing lease to KWHHA by 50 years, to April 27, 2097. This will allow a sublease to construct housing for homeless service providers.
2. To Deny the lease amendment, thereby making funding possibilities for the construction of homeless services much more challenging.

### **Recommendation**

Respectfully request the Naval properties Local Redevelopment Authority to review and approve the amendment to the Master Development / Long Term Lease Agreement between the Key West Naval Properties Local Redevelopment Authority (LRA) and the Housing Authority of the City of Key West and A. H. Monroe extending the lease by 50 years for A.H. Monroe to develop housing for the homeless service providers of Poinciana Plaza; approving any necessary budget adjustments; authorizing the City Manager to execute necessary documents upon consent of the City Attorney; providing for an effective date.



## AMENDMENT

THIS AMENDMENT to the Master Development/Long-Term Lease Agreement is entered into this 30<sup>th</sup> day of May, 2024, by and between the Key West Naval Properties Local Redevelopment Authority (LRA) and the Housing Authority of the City of Key West ("Housing Authority").

## WITNESSETH

WHEREAS, in April 28, 1998 the LRA and the Housing Authority entered into a Master Development/Long Term Lease Agreement as amended by that certain Addendum dated July 28, 1998 (collectively the "Master Lease") for the property commonly known as the Poinciana Housing project; and

WHEREAS, the term of the Master Lease currently expires on April 28, 2048; and

WHEREAS, the parties now desire to amend the Master Lease by extending the term of the Lease to April 28, 2097.

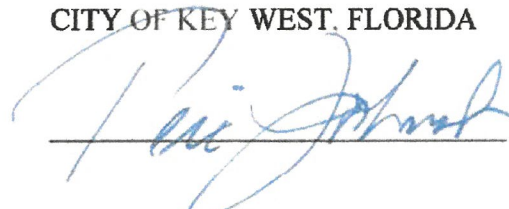
NOW THEREFORE in consideration of the mutual covenants and conditions contained herein and good and valuable consideration, LRA, and Housing Authority agree as follows:


1. Terms of Agreement. Section VI – Terms of Agreement of the Master Lease is hereby extended to April 28, 2097.

All other terms and conditions of the original lease shall remain in full force and effect unless modified in writing, signed by both parties hereto.

Signature Pages Immediately Following:

ATTEST:  
  
CITY CLERK

CITY OF KEY WEST, FLORIDA  
  
Local Redevelopment Chair

  
Witness Signature  
Kuya Tabb  
Witness Name Printed

\_\_\_\_\_  
Witness Signature  
\_\_\_\_\_  
Witness Name Printed

KEY WEST HOUSING AUTHORITY

By: \_\_\_\_\_

As: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ KEY WEST HOUSING AUTHORITY, who is personally known to me or has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

ATTEST:



CITY CLERK

CITY OF KEY WEST, FLORIDA

Local Redevelopment Chair

KEY WEST HOUSING AUTHORITY

Witness Signature

Witness Name Printed

Witness Signature

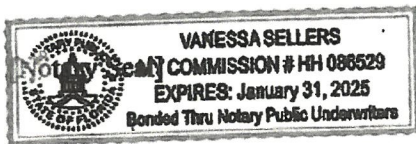
Witness Name Printed

By:

As: Executive Director

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of May by Randal Stirling as Executive Director KEY WEST HOUSING AUTHORITY who is personally known to me or has produced as identification.



Notary Public

Printed Name: Vanessa Sellers

My Commission Expires: 01/31/2025

# **SURVEY**






BOUNDARY & TOPOGRAPHIC  
SURVEY MAP OF  
3401 DUCK AVENUE  
ST, MONROE COUNTY, STATE OF FLORIDA

DATE: 09/11/2022	SURVEY BY: EAI	PROJECT: TRUESDALE COURT
REVISION DATE: 02/24/2023	DRAWN BY: MPB	H. SCALE: 1"=20'
JOB NO.: 22-259	CHECKED BY:	SHEET 1 OF 3



**FLORIDA KEYS  
LAND SURVEYING**  
21460 OVERSEAS HWY, SUITE 4  
CUDJOE KEY, FL 33042  
PHONE: (305) 394-3690  
FAX: (305) 509-7373  
EMAIL: FKL5email@Gmail.com

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE  
STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND  
MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027,  
FLORIDA STATUTES AND COMPLIES WITH CHAPTER 177, FLORIDA STATUTES.

SIGNED  NOT VALID WITHOUT THE  
SEAL OF A FLORIDA SIGNATURE AND THE RAISED  
SURVEYOR AND MAPPER

ERIC A. ISAACS, FSN# 6783, PROFESSIONAL SURVEYOR AND MAPPER, LD# 7647

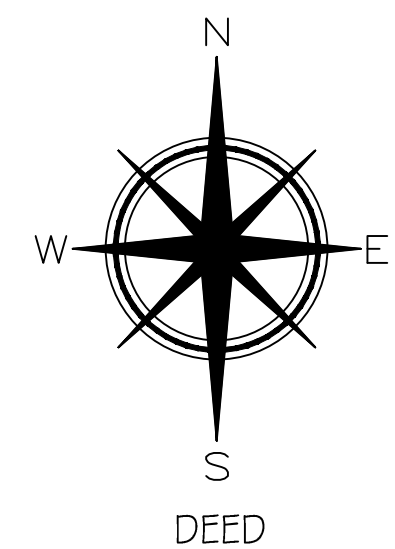
NOTE: LEGAL DESCRIPTIONS HAVE BEEN FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY. THE BOLD LINE SHOWN HEREON REPRESENTS THE SURVEYOR'S OPINION OF THE DEED LINES. THE MEAN HIGH WATER LINE AS SHOWN ON THIS SURVEY MAP WAS IDENTIFIED IN THE FIELD BY PHYSICAL EVIDENCE ON SITE SUCH AS DISCOLORATION, VEGETATION INDICATORS OR WRACK LINES. THIS IS NOT A MEAN HIGH WATER LINE SURVEY AND DOES NOT COMPLY WITH CHAPTER 177, PART II, FLORIDA STATUTES. THE SAID MEAN HIGH WATER LINE IS SHOWN FOR REFERENCE ONLY.

THIS SHEET 1 OF 3 IS NOT FULL AND  
COMPLETE WITHOUT SHEETS 2 & 3.


NOTE: FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN. MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE.  
THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET.

DESIGNATION	DESCRIPTION	COORDINATES	ELEVATION
#1	SET MAG NAIL @ FK15 RED DISK STAMPED '2376'	N: 05179.48 E: 403527.52	3.34' (NGVD29)
#2	SET MAG NAIL @ FK15 RED DISK STAMPED '2360'	N: 05036.94 E: 403494.50	4.34' (NGVD29)
#3	SET MAG NAIL @ FK15 RED DISK STAMPED '2376'	N: 04546.77 E: 398233.63	3.04' (NGVD29)

NOTE: FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN. MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE.  
THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET.

[illegible]

1"=20'



0 10 20 40

\*VERIFY ORIGINAL SCALE OF 2"



LOCATION MAP - NTS  
SEC. 34-T67S-R25E

SYMBOL LEGEND:

	CATCH BASIN		WATER METER
	DRAINAGE MANHOLE		WELL TEST STATION
	CONCRETE UTILITY POLE		WOOD UTILITY POLE
	ELECTRIC MANHOLE		2" PLASTIC TRAFFIC REFLECTOR
	FIRE HYDRANT		4X4 POST W/ ROPE
	GUY WIRE		5' SPOT ELEVATION (TYPICAL)
	MAILBOX		OVERHEAD UTILITY LINES
	SANITARY CLEANOUT		ADA SURFACE (BRICK)
	SANITARY MANHOLE		WATER VALVE
	SIGN		
	TELEPHONE MANHOLE		
	LIGHT POLE		



BOUNDARY & TOPOGRAPHIC  
SURVEY MAP OF  
3401 DUCK AVENUE  
KEY WEST, MONROE COUNTY, STATE OF FLORIDA



FLORIDA KEYS  
LAND SURVEYING  
21460 OVERSEAS HWY, SUITE 4  
CUDJOE KEY, FL 33042  
PHONE: (305) 394-3690  
FAX: (305) 509-7373  
EMAIL: FKL5email@Gmail.com

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 11-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.087, FLORIDA STATUTES AND COMPLIES WITH CHAPTER 177, FLORIDA STATUTES.

SIGNED



ERIC A. ISAACS, FPM #6783, PROFESSIONAL SURVEYOR AND MAPPER, LB# 7847

NOTE: LEGAL DESCRIPTIONS HAVE BEEN FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY. THE BOLD LINE SHOWN HEREON REPRESENTS THE SURVEYORS OPINION OF THE DEED LINES. THE MEAN HIGH WATER LINE AS SHOWN ON THIS SURVEY MAP WAS IDENTIFIED IN THE FIELD BY PHYSICAL EVIDENCE ON SITE SUCH AS DISCOLORATION, VEGETATION INDICATORS OR WRACK LINES. THIS IS NOT A MEAN HIGH WATER LINE SURVEY AND DOES NOT COMPLY WITH CHAPTER 177, PART II, FLORIDA STATUTES. THE SAID MEAN HIGH WATER LINE IS SHOWN FOR REFERENCE ONLY.

THIS SHEET 2 OF 3 IS NOT FULL AND COMPLETE WITHOUT SHEETS 1 & 3.

DATE: 09/11/2022

SURVEY BY: EAI

PROJECT: TRUESDALE COURT

REVISION DATE: 02/24/2023

DRAWN BY: MPB

H. SCALE: 1"=20'

JOB NO.: 22-259

CHECKED BY:

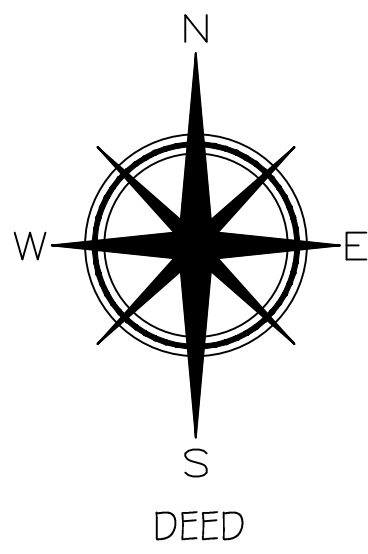
SHEET 2 OF 3

NOTE: FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN. MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE.  
THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET.

BBP = BACK-FLOW PREVENTER  
CB = CONCRETE BLOCK  
CBW = CONCRETE BLOCK WALL  
CL = CENTERLINE  
CM = CONCRETE MONUMENT  
COW = COVERED  
COWP = COVERED POWER POLE  
DEAD = DRAINAGE CASSEMENT  
EL = ELEVATION  
ENC = ENCLOSURE  
EP = EDGE OF PAVEMENT  
FF = FINISHED FLOOR ELEVATION  
FI = FIRE HYDRANT  
F = FENCE INSIDE  
FND = FOUND  
FO = FENCE OUTSIDE  
FOL = FENCE ON LINE

GUY = GUY WIRE  
IB = IRON BBS  
IR = IRON PIPE  
L = LANDSCAPING  
MB = MEASURED  
MPS = MEAN HIGH WATER LINE  
NAD83 = NATIONAL GEODETIC DATUM (1983)  
NTS = NOT TO SCALE  
OH = ROOF OVERHANG  
OW = OVERHEAD WIRE  
PC = POINT OF COMMENCEMENT  
PRC = POINT OF REVERSE CURVE  
PRM = PERMANENT REFERENCE MONUMENT  
PT = POINT OF TANGENT  
R = RADIUS  
RW = RIGHT OF WAY LINE  
SSCO = SANITARY SEWER CLEAN-OUT  
SW = SIDE WALK  
TBM = TEMPORARY BENCHMARK  
TOS = TOP OF BANK  
TOS = TOP OF SLOPE  
TSS = TRAFFIC SIGN  
TYP = TYPICAL  
UN = UNDEVELOPED  
UE = UTILITY ENCLOSURE  
FC = POINT OF CURVE  
PC = POINT OF BEGINNING  
PCC = POINT OF COMPOUND CURVE  
PCP = PERMANENT CONTROL POINT  
PK = PARKER KALON NAIL  
POS = POINT OF BEGINNING  
PI = POINT OF INTERSECTION

WATER METER  
WELL TEST STATION  
WOOD UTILITY POLE  
2" PLASTIC TRAFFIC REFLECTOR  
4X4 POST W/ ROPE  
SPOT ELEVATION (TYPICAL)  
OVERHEAD UTILITY LINES  
ADA SURFACE (BRICK)  
WATER VALVE



DEED

1"=20'

0 10 20 40

\*VERIFY ORIGINAL SCALE OF 2"

LOCATION MAP - NTS  
SEC. 34-T679-R25E



FINISH FLOOR ELEVATIONS

BUILDING #	ELEVATION
1614	5.7' (NGVD29)
1615	6.5' (NGVD29)
1616	6.9' (NGVD29)
1617	6.4' (NGVD29)
1618	6.0' (NGVD29)
1619	5.9' (NGVD29)
1620	5.4' (NGVD29)
1621-B	8.0' (NGVD29)
1621	5.9' (NGVD29)
1622	6.0' (NGVD29)
1623	5.4' (NGVD29)
1624	5.6' (NGVD29)
1625	5.9' (NGVD29)
1626	6.0' (NGVD29)





Begin at the intersection of the Northerly Right-of-Way line of Duck Avenue and the extension of the Easterly Right-of-Way line of 16th Street, said point also being the Southwest corner of Lot 12, Block 19, of the KEY WEST FOUNDATION COMPANY'S Plat No. 2, then N70°56'00"E along the said Northerly Right-of-Way line of Duck Avenue for 69.43 feet; thence N1°04'29"W for 153.98 feet; thence N70°56'00"E for 0.57 feet; thence N1°04'29"W for 61.03 feet; thence N25°59'29"E for 190.72 feet; thence N1°06'07"W for 25.00 feet; thence S70°53'53"W for 135.00 feet; thence N1°04'29"W for 105.67 feet; thence S70°56'00"W for 63.31 feet; thence N1°04'29"W for 104.33 feet; thence S70°53'53"W for 63.69 feet; thence S1°04'29"E for 554.60 feet back to the Point of Beginning.





# **SITE PLAN**

# Architectural Plans

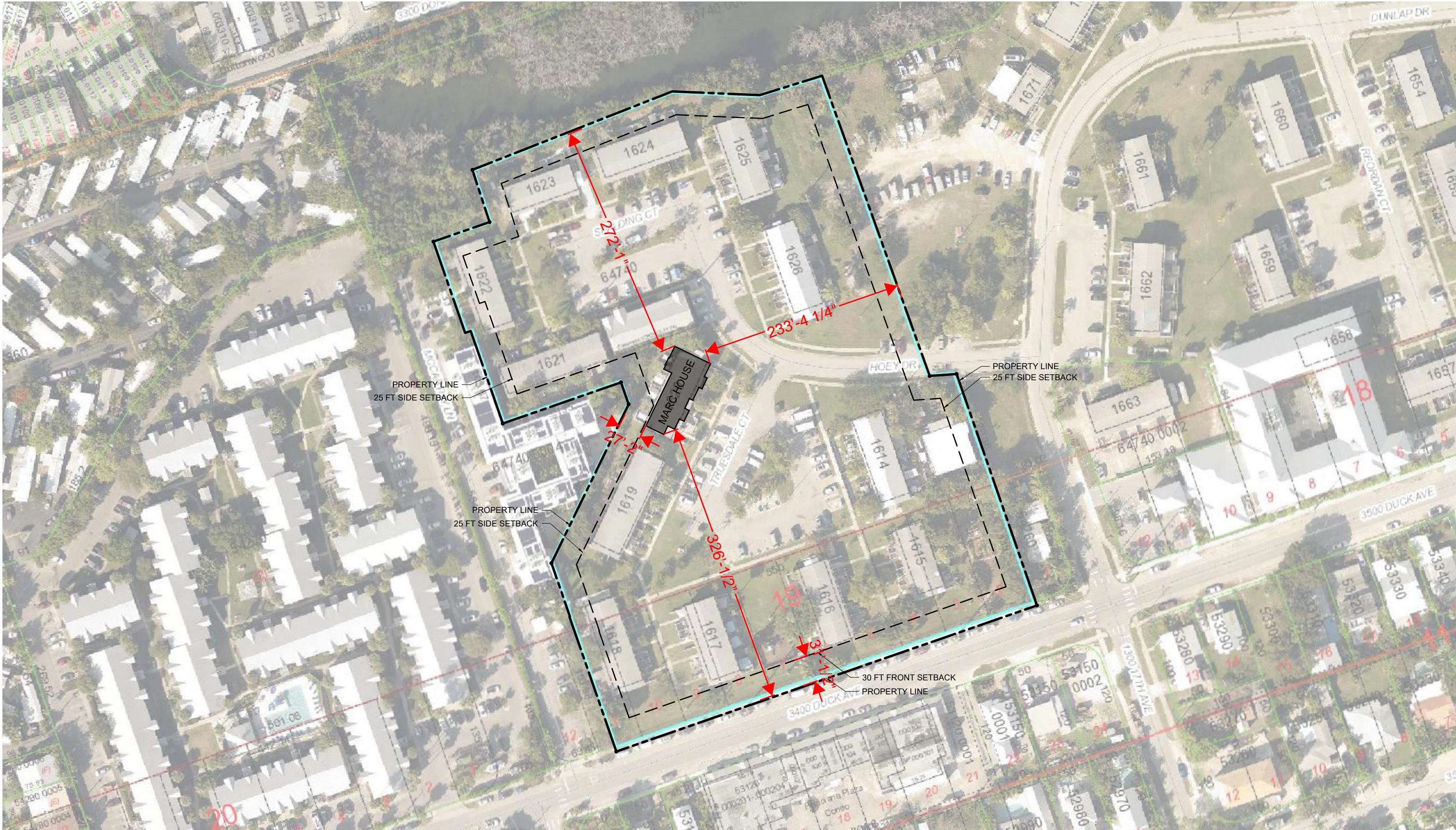


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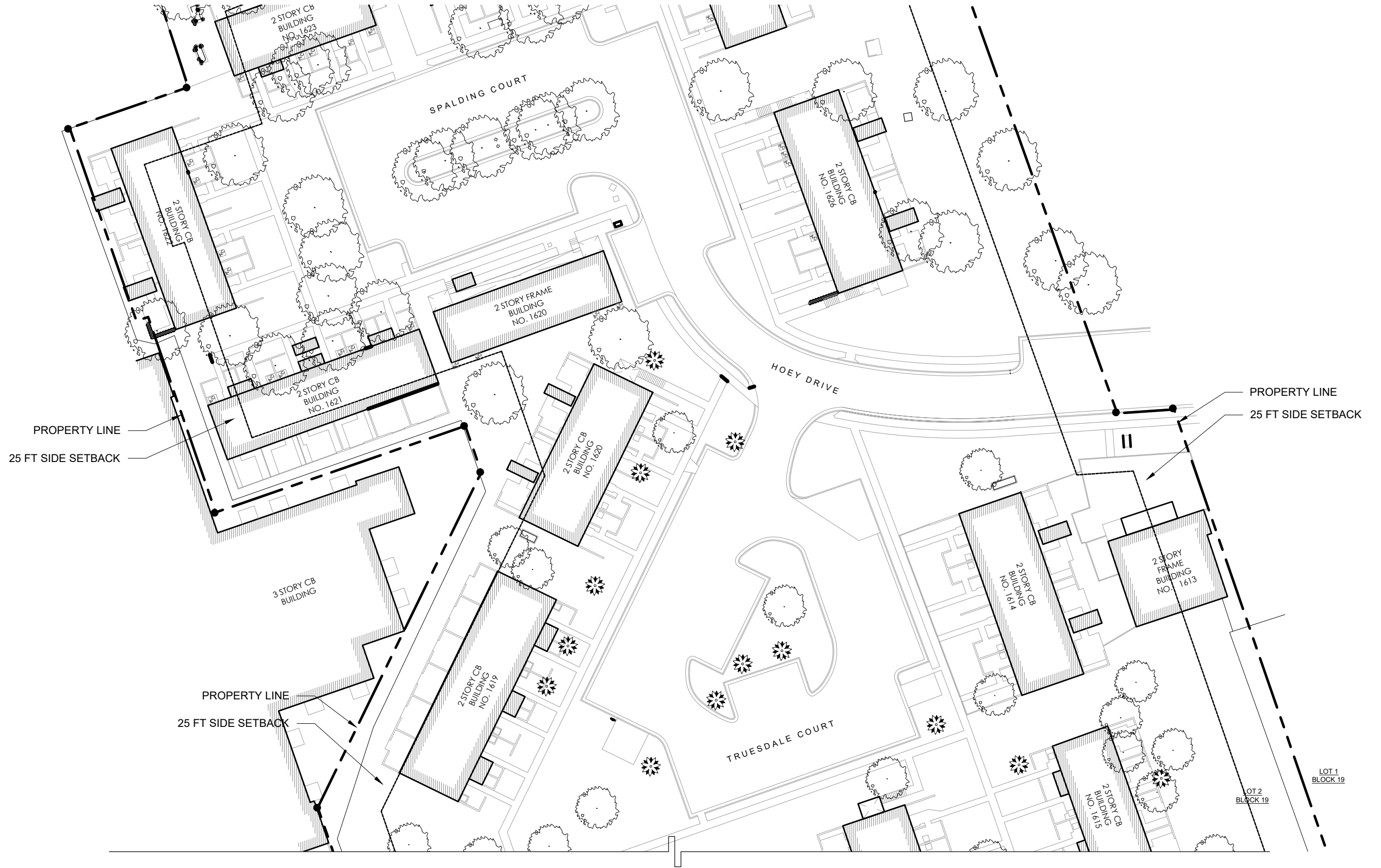
MHK  
ARCHITECTURE





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EXISTING SITE PLAN  
SCALE: 1" = 50'

MARC HOUSE

SK-2 **MHK** ARCHITECTURE





Y CB  
ING  
1619

TRUESDALE COURT

MARC HOUSE  
(3) 2-BEDROOM UNITS = ~~4~~<sup>6</sup> BEDS = 6 BEDROOMS  
(3) 4-BEDROOM UNITS = ~~8~~<sup>12</sup> BEDS = 12 BEDROOMS  
4 UNITS TOTAL = ~~12~~<sup>18</sup> BEDS TOTAL = 18 BEDROOMS TOTAL

ENLARGED SITE PLAN  
SCALE: 1/16" = 1'-0"

**MARC HOUSE**

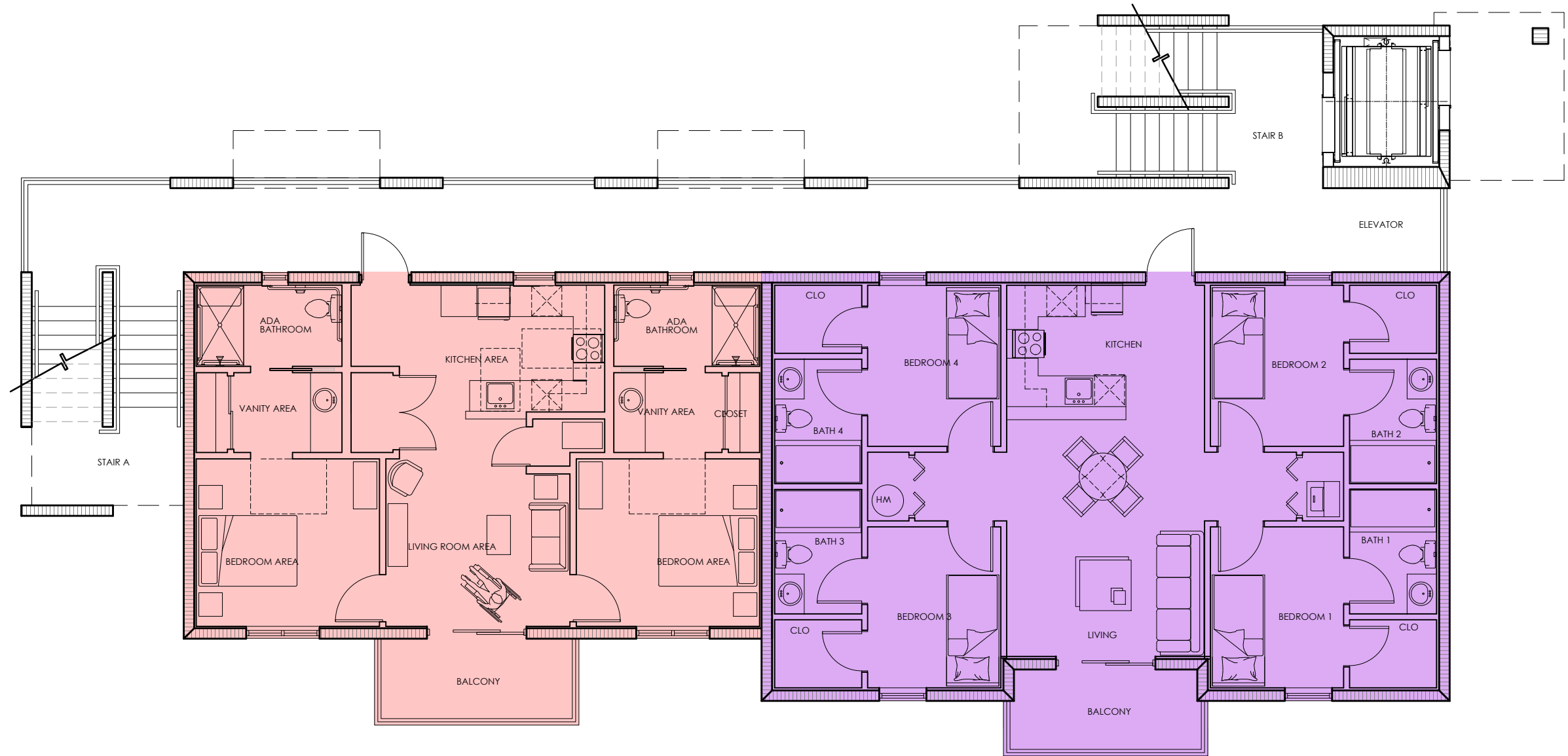
04/11/2025

MHK ARCHITECTURE COPYRIGHT © 2025

SK-4

# MHK ARCHITECTURE

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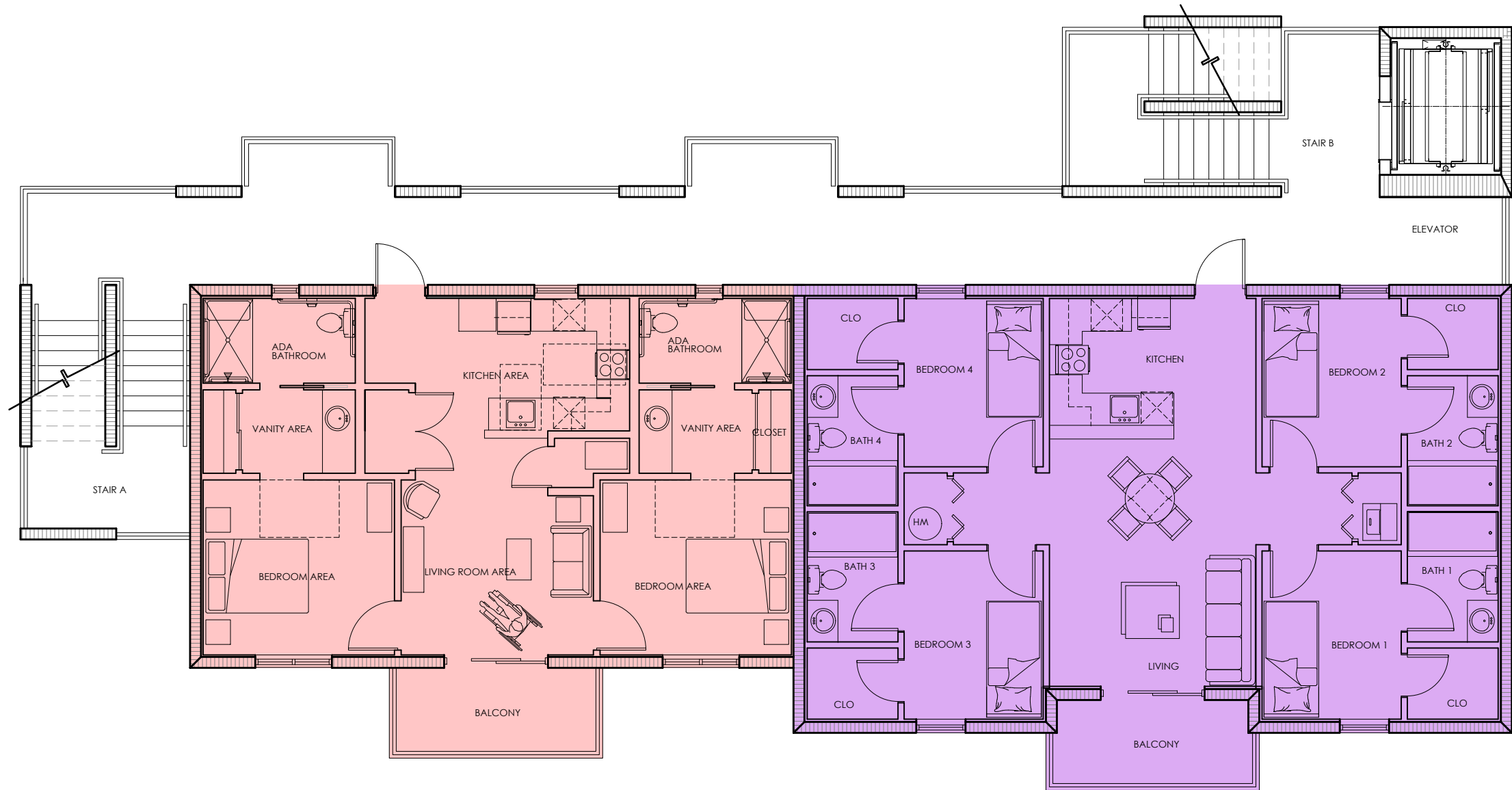


UNIT 101  
863 SQ. FT. 2 BEDROOM ADA

UNIT 102  
1,124 SQ. FT. 4 BEDROOM

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

WED 02 APR 2025 09:07:58AM EST \\USERS\TANNYR-\\APPDATA\LOCAL\TEMP\APUBUSI\_1923\2025-4-2\_23123\_AH\_MONROE\_MARC HOUSE.DWG

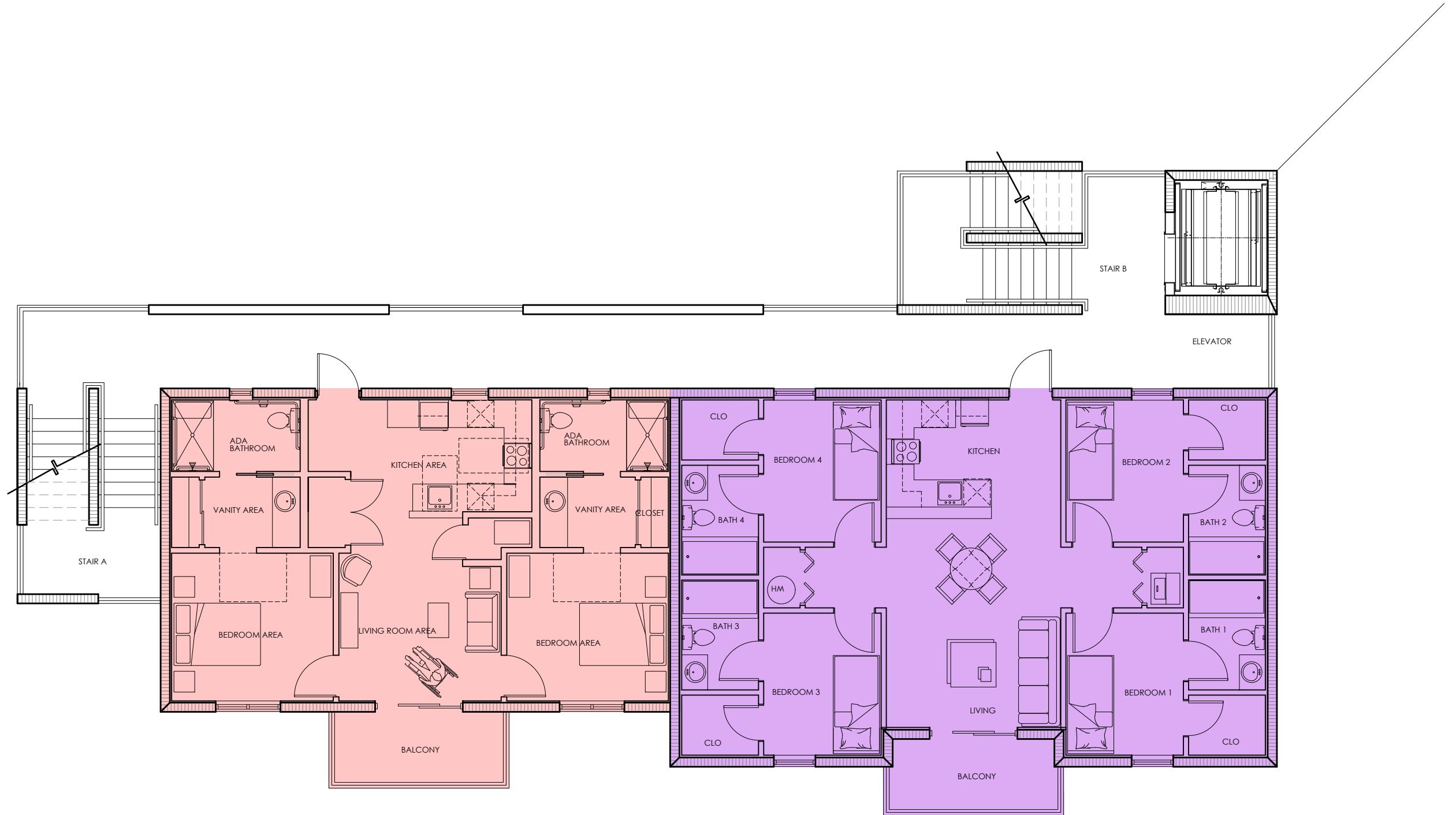


UNIT 201  
863 SQ FT. 2 BEDROOM ADA

UNIT 202  
1,124 SQ FT. 4 BEDROOM

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

WED 02 APR 2025 09:07:58AM EST \\USERS\TANNYR-\\APPDATA\LOCAL\TEMP\APUBUSI\_1923\2025-4-2\_23123\_AH\_MONROE\_MARC HOUSE.DWG



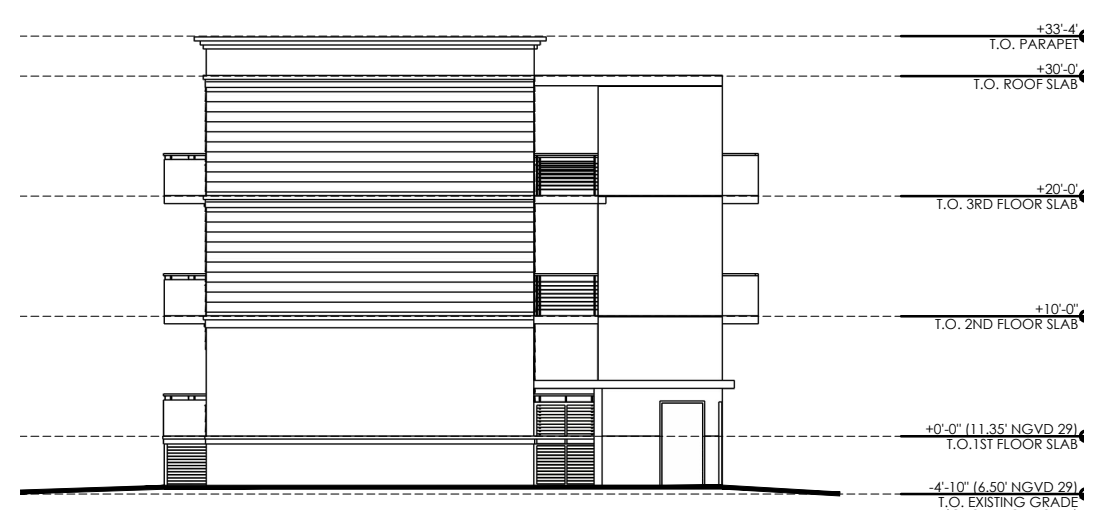
UNIT 301  
863 SQ FT. 2 BEDROOM ADA

UNIT 302  
1,124 SQ FT. 4 BEDROOM

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



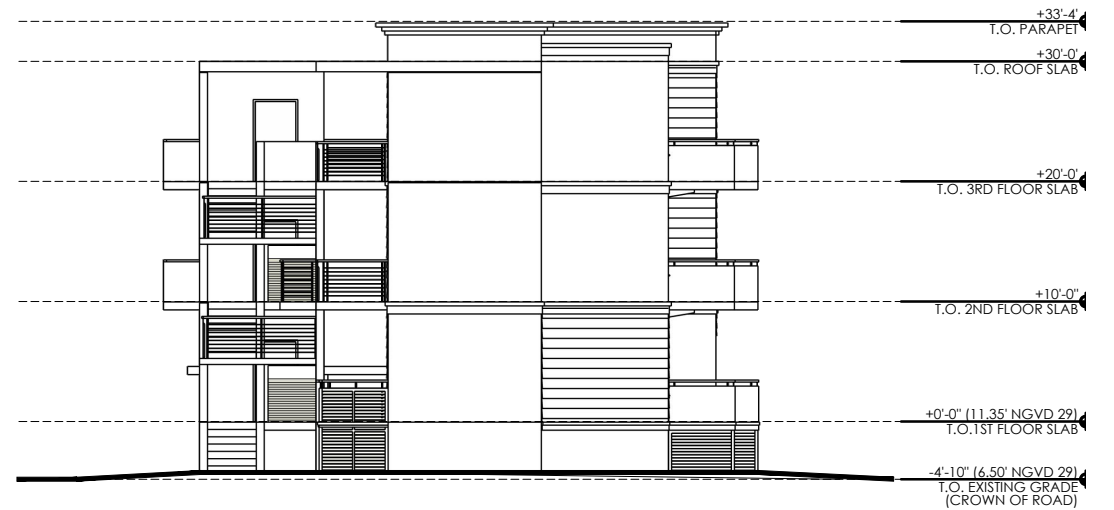
WEST ELEVATION  
SCALE: 1/16" = 1'-0"



NORTH ELEVATION  
SCALE: 1/16" = 1'-0"



EAST ELEVATION  
SCALE: 1/16" = 1'-0"



SOUTH ELEVATION  
SCALE: 1/16" = 1'-0"





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# Civil Plans





Know what's below.  
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20' 0 20'  
SCALE 1"=20'

BAR IS TWO INCHES ON ORIGINAL DRAWINGS IF  
NOT TWO INCHES ON THIS SHEET ADJUST SCALES  
ACCORDINGLY

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Success

Civil Engineering, Regulatory  
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Suite 202  
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Tel: 305.293.9440  
Fax: 305.296.0243  
Email: aperez@perezeng.com  
www.perezeng.com

Seal:

ALLEN E. PEREZ, P.E.  
FL. P.E. NO. 51468

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MARC HOUSE  
1620 Truesdale Ct, Key West, Fl. 33040  
NEW BUILDING  
FOR  
A. H. Of Monroe County, Inc.

Consultants:

Submissions:

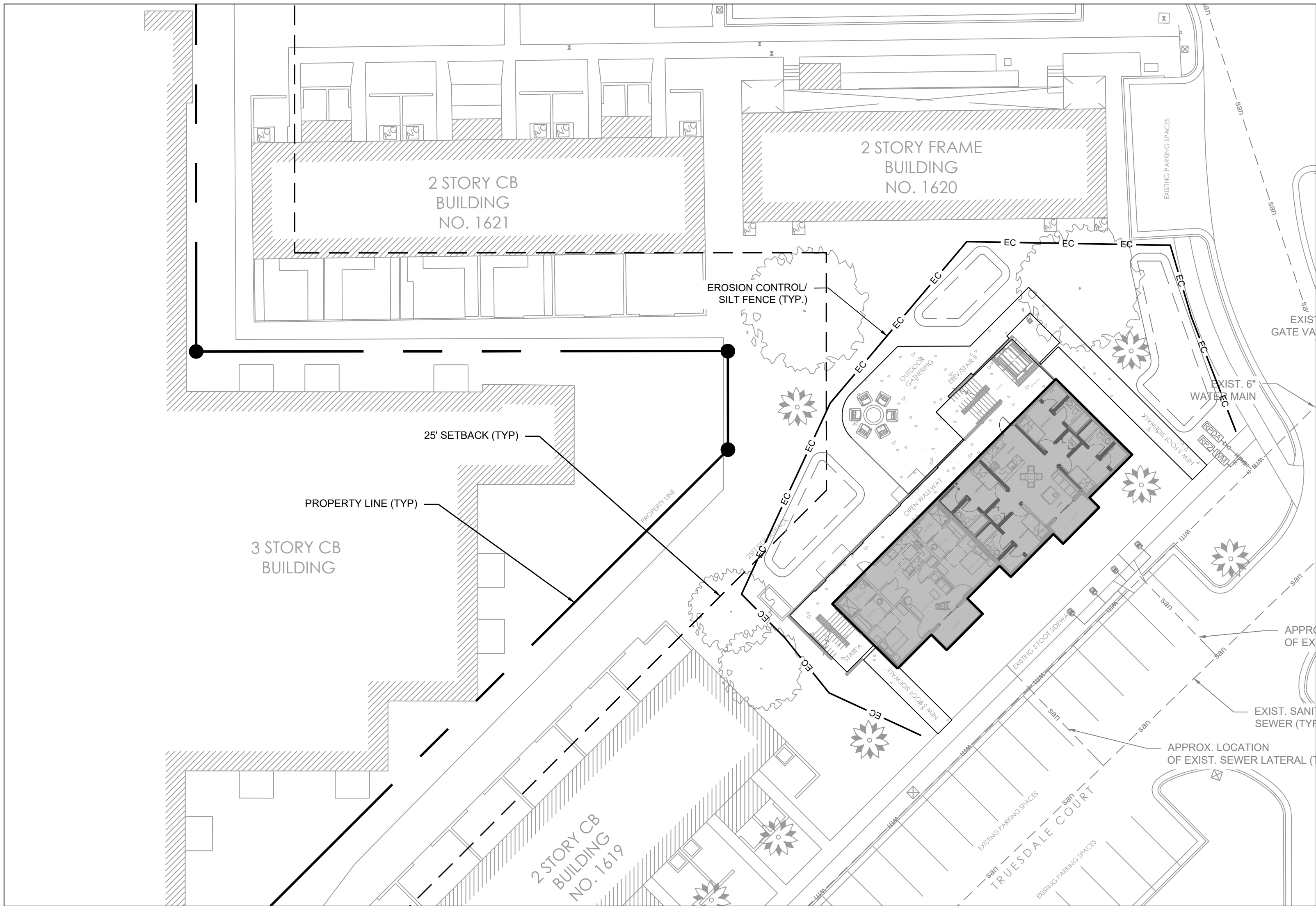
Job #:  
251010  
Drawn By:  
AEP  
Checked By:  
AEP

Title:  
EROSION  
CONTROL PLAN

Sheet Number:

C-100

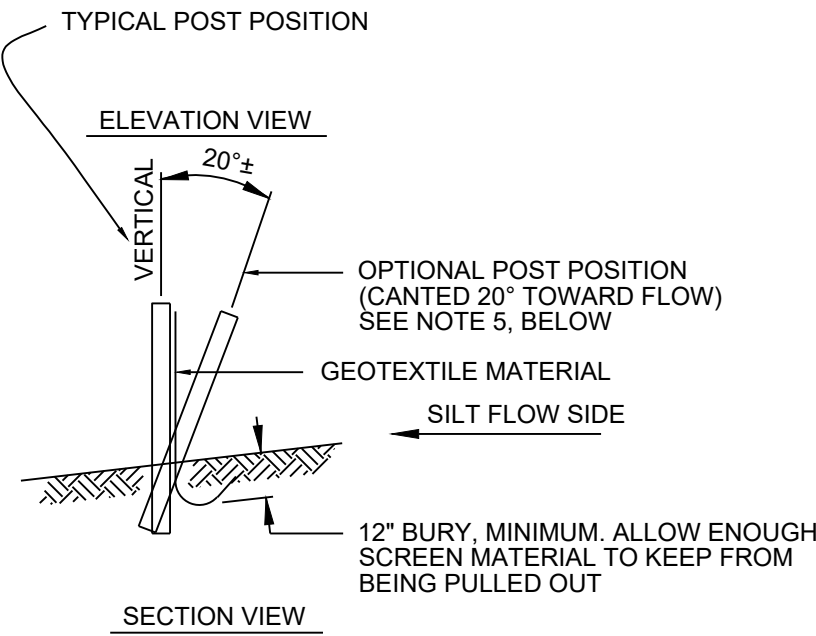
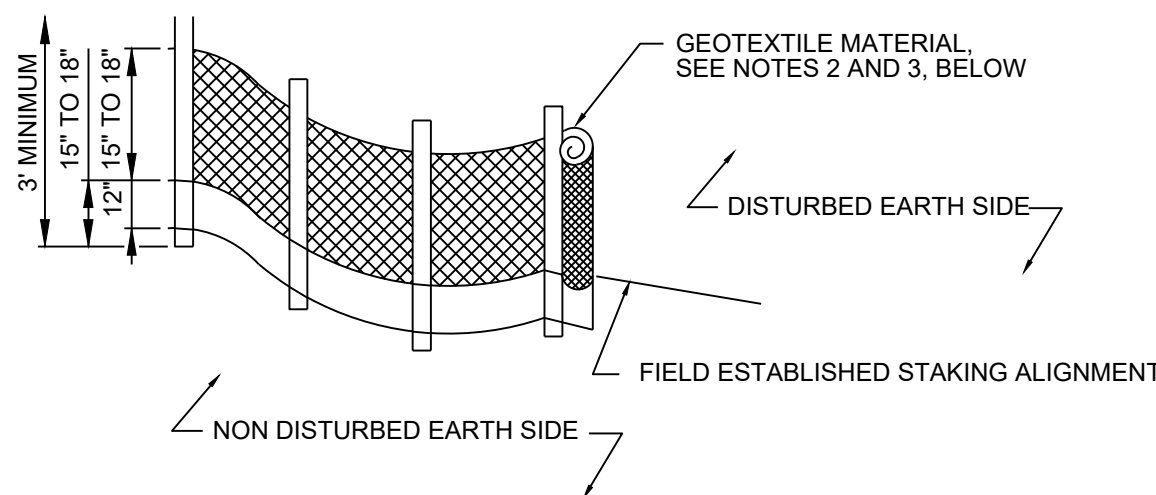
Date: April 2, 2025



## EROSION CONTROL PLAN

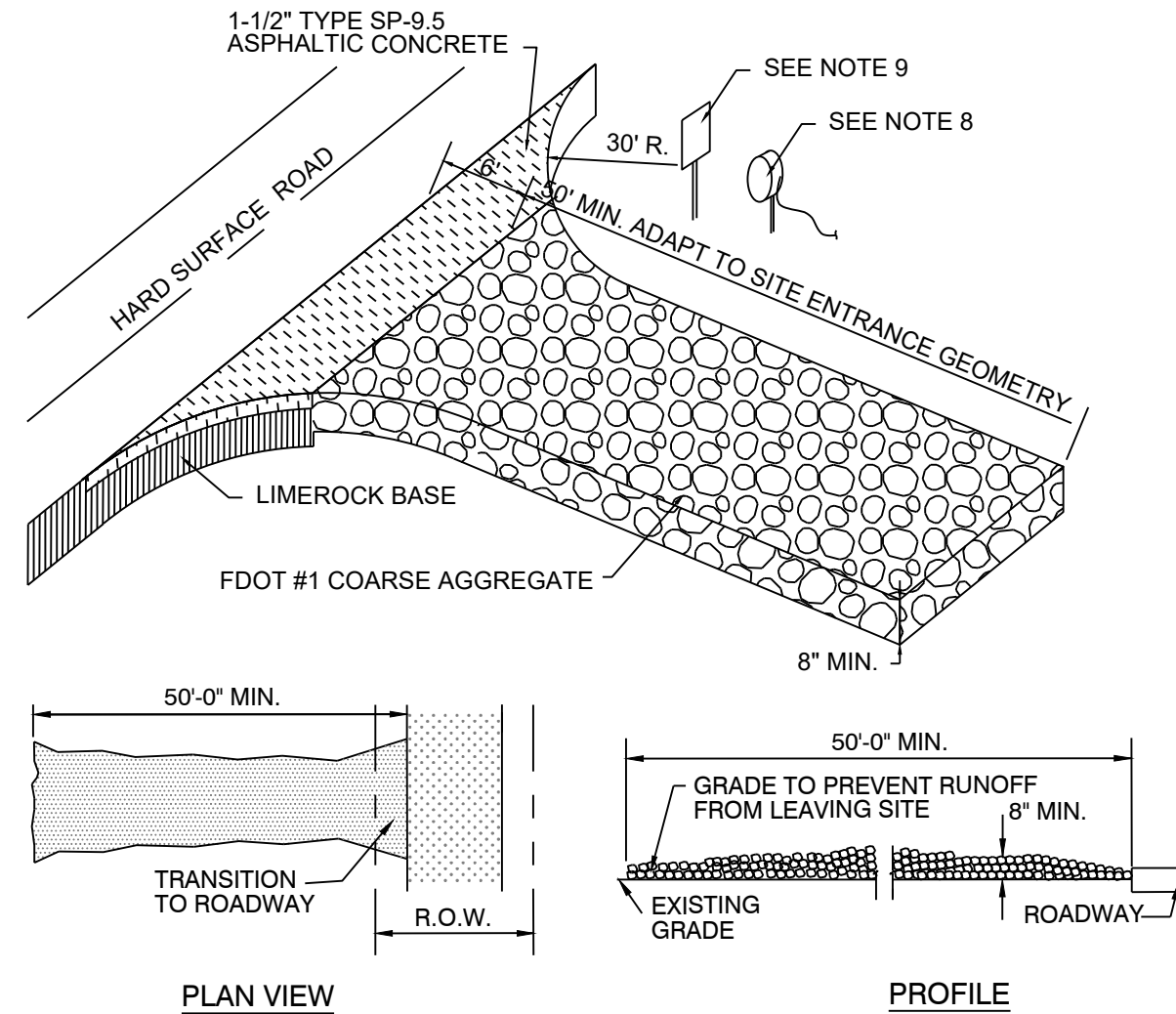
### EROSION CONTROL NOTES

- EROSION, SEDIMENT, AND TURBIDITY CONTROL MEASURES SHALL BE PROVIDED THROUGHOUT CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AND REPAIRING ALL SLOPES AND SURFACES THROUGHOUT CONSTRUCTION AND UNTIL A STABLE SURFACE CONDITION EXISTS. THE CONTRACTOR SHALL MINIMIZE THE EXPOSED AREA AT ANY POINT DURING CONSTRUCTION AS MUCH AS PRACTICAL.
- FILTER FABRIC SILT FENCE SHALL BE IN CONFORMANCE WITH FDOT STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL INSTALL EROSION CONTROLS NOTED ON DRAWINGS AND APPLICABLE PERMITS. EROSION CONTROLS SHALL BE MAINTAINED UNTIL A PERMANENT STAND OF GRASS IS PLANTED ONSITE.
- BALED HAY OR STRAW BARRIERS SHALL BE CONSTRUCTED AND MAINTAINED IN CONFORMANCE WITH FDOT STANDARDS AND SPECIFICATIONS.
- SILT FENCE LOCATIONS SHOWN HEREON ARE FOR CLARITY ONLY AND SHOULD BE CONSTRUCTED WITHIN PROPERTY LINES.
- PROVIDE EROSION CONTROL MEASURES CONSISTING OF STAKED SILT FENCES AND FILTER SOCK ALONG THE PROPOSED LIMITS OF CONSTRUCTION AS INDICATED ON THE DRAWINGS. PROVIDE ADDITIONAL MEASURES AS NECESSARY TO AVOID ADVERSE IMPACTS TO JURISDICTIONAL AREAS (WETLANDS OR WATER BODIES) AND OFF-SITE LANDS AND WATERBODIES. MAINTAIN THESE MEASURED DAILY UNTIL CONSTRUCTION ACCEPTANCE BY THE OWNER AND THEN REMOVE AND LEGALLY DISPOSE OF SAID MEASURES.
- EROSION CONTROL SHALL MAINTAINED WITHIN CONSTRUCTION AREA BY QUICKLY STABILIZING DISTURBED AREA TO PREVENT THE RELEASE OF SEDIMENT. THIS SHALL BE ACCOMPLISHED USING GRASS COVER, FILTER SOCK AND OTHER MEANS ACCEPTABLE TO OWNER, ENGINEER AND REGULATORY AGENCIES.
- DURING CONSTRUCTION, THE CONTRACTOR SHALL, AT THE REQUEST OF THE OWNER OR AS NECESSARY MODIFY, RELOCATE THE ENVIRO-FENCE AND/OR SILT FENCE TO ALLOW FOR ACCESS AND TO COMPLETE CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ADEQUATE EROSION CONTROL AT ALL TIMES.
- DURING CONSTRUCTION, THE CONTRACTOR WILL PROVIDE TEMPORARY SEEDING AND MULCHING FOR AREA THAT HAVE BEEN CLEARED (INCLUDING AREAS OF CONCRETE AND PAVEMENT REMOVAL) AND NOT REWORKED WITHIN 7 CALENDAR DAYS DURING THE WET SEASON (APRIL THROUGH SEPTEMBER AND 14 CALENDAR DAYS DURING THE DRY SEASON (OCTOBER THROUGH MARCH). ALSO, ALL SIDE SLOPES SHALL BE SODDED OR SEEDED AND MULCHED WITHIN 7 DAYS DURING WET SEASON AND 14 DAYS DURING THE DRY SEASON.
- ALL SURFACE WATER DISCHARGE FROM SITE, INCLUDING DEWATERING DISCHARGE SHALL MEET STATE WATER QUALITY STANDARDS (LESS THAN 29 NTU ABOVE BACKGROUND) PRIOR TO REACHING ANY WATERS OF THE STATE INCLUDING WETLAND.
- IN THE EVENT THAT THE EROSION PREVENTION AND CONTROL DEVICES SHOWN IN THESE PLANS PROVE NOT TO BE EFFECTIVE, ALTERNATE METHODS FOR MAINTAINING STATE WATER QUALITY STANDARDS FOR DISCHARGE FROM THE CONSTRUCTION SITE WILL BE REQUIRED. ANY ALTERNATE EROSION PREVENTION AND CONTROL DEVICES MUST BE APPROVED BY THE CITY AND SPWMD COMPLIANCE PERSONNEL PRIOR TO PLACEMENT.



### NOTES:

- POST: 2"x2" WOOD, P.T. OR 2-1/2"Ø STEEL AT 6' CENTERS, MAXIMUM.
- GEOTEXTILE: GRAB TENSILE AT 90 LBS. TRAPEZOIDAL TEAR AT 35 LBS. MULLEN BURST AT 180 PSI.
- GEOTEXTILE MATERIAL SHALL BE BURIED IN THE GROUND A MINIMUM OF 12" AND BACK FILLED.
- ALSO SEE FDOT INDEX 100, GEOTEXTILE CRITERIA, EROSION CLASS.
- OPTIONAL POST POSITION REQUIRED WHEN SLOPE IS GREATER THAN 1:2.



### NOTES:

- STONE SIZE: 3 TO 5 INCH OPEN GRADED ROCK.
- LENGTH: AS EFFECTIVE, BUT NOT LESS THAN 50 FEET.
- THICKNESS: NOT LESS THAN 8 INCHES.
- WIDTH: NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
- WASHING OF ALL VEHICLE UNDERCARRIAGE, WHEEL WELLS AND WHEELS IS MANDATORY TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED STRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH, OR WATERCOURSE USING APPROVED METHODS.
- MAINTENANCE: THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAYS. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADWAY MUST BE REMOVED IMMEDIATELY.
- DRAINAGE: ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
- PROVIDE WATER SUPPLY AND MINIMUM 100 FT. LONG HOSE AND SPIGOT AT EACH DESIGNATED CONSTRUCTION EXIT.
- PROVIDE SIGNAGE AT EACH DESIGNATED EXIT REQUIRING WASHING OF ALL VEHICLES LEAVING SITE.
- ENTRANCE LOCATIONS FOR SCHEMATIC PURPOSES ONLY AND ARE APPROXIMATE. CONTRACTOR TO COORDINATE ACTUAL LOCATIONS ACCORDING TO PHASING PLANS.

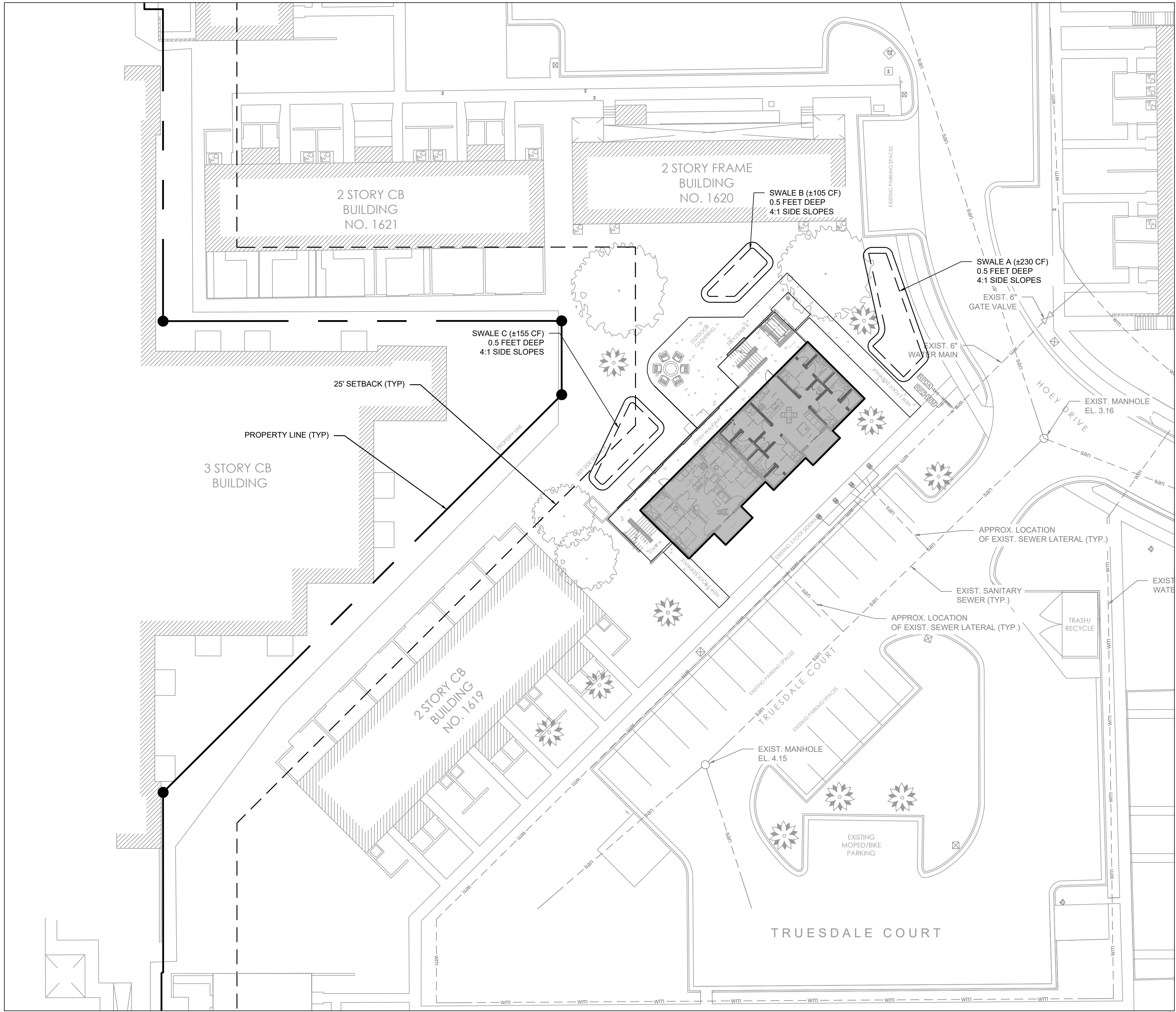
1 Staked Silt Barrier Detail  
NTS

2 GRAVEL CONSTRUCTION ENTRANCE  
NTS

PRELIMINARY - NOT FOR CONSTRUCTION



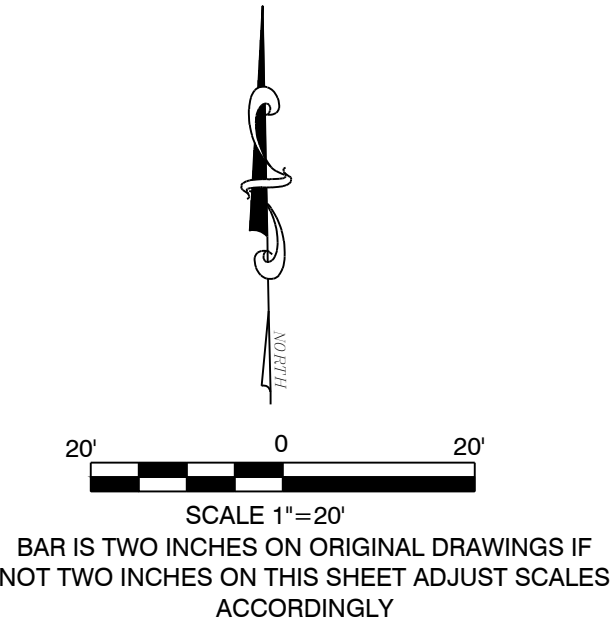
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CONCEPTUAL DRAINAGE PLAN



Know what's below.  
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GENERAL NOTES

1. THE LOCATIONS, SIZES, AND ELEVATIONS OF EXISTING UTILITIES AS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO OBTAIN ANY AVAILABLE RECORD DRAWINGS AND SHALL DETERMINE THE EXACT LOCATION AND ELEVATION IN THE FIELD. THE CONTRACTOR SHALL ANTICIPATE THAT SCANNING AND EXCAVATION USING LIGHT EQUIPMENT AND HAND METHODS WILL BE NECESSARY IN AREAS NEAR EXISTING UTILITIES AND STRUCTURES TO AVOID DAMAGING THESE FACILITIES. THE CONTRACTOR SHALL CONTACT BELLSOUTH, THE LOCAL TELEPHONE COMPANY AND COMCAST, THE LOCAL CABLE TV PROVIDER TO VERIFY THE LOCATION OF BURIED TELEPHONE AND CABLE TV UTILITIES. NONE HAVE BEEN INDICATED ON THE DRAWINGS. CALL 1-800-432-4770 BEFORE DIGGING OR TRENCHING OPERATIONS BEGIN.
2. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND ELEVATION IN THE FIELD PRIOR TO INSTALLING ANY NEW WORK THAT CROSSES OR CONNECTS TO EXISTING UTILITY SYSTEMS. LOCATIONS OF NEW UTILITIES SHALL BE ADJUSTED IN A MANNER APPROVED BY THE ENGINEER TO AVOID CONFLICTS. DAMAGES TO UTILITIES RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE CLIENT.

DRAINAGE CALCULATIONS

<b>IMPERVIOUS AREA</b>	
ROOF AREA	2,170 SF
SIDEWALK/WALKWAY AREA	2,240 SF
TOTAL IMPERVIOUS AREA	
4,410 SF	
<b>TREATMENT VOLUME REQUIRED</b>	
1" OF RUNOFF OVER THE IMPERVIOUS AREA =	
$(\frac{1}{12}) \times 4,410 \text{ SF} = 368 \text{ CF}$	
<b>TREATMENT VOLUME PROVIDED</b>	
SWALE VOLUME PROVIDED	490 CF
490 CF > 368 CF	

- STORMWATER MANAGEMENT:
- THE LOCATIONS AND SHAPES OF THE SWALES ARE SHOWN AS A GENERAL CONCEPT FOR THIS PLAN TO CONFIRM THAT ADEQUATE RETENTION CAN BE OBTAINED.
  - THE EXACT LOCATION/CONFIGURATION OF THE SWALES MAY BE ADJUSTED ACCORDINGLY AT THE TIME OF BUILDING DEPARTMENT SUBMISSION.



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Fax: 305.296.0243  
Email: aperez@perezeng.com  
www.perezeng.com

Seal:

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MARC HOUSE  
1620 Truesdale Ct, Key West, Fl. 33040  
NEW BUILDING  
FOR  
A. H. Of Monroe County, Inc.

Consultants:

Submissions:

Job #:	251010
Drawn By:	AEP
Checked By:	AEP

Title:  
CONCEPTUAL  
DRAINAGE PLAN

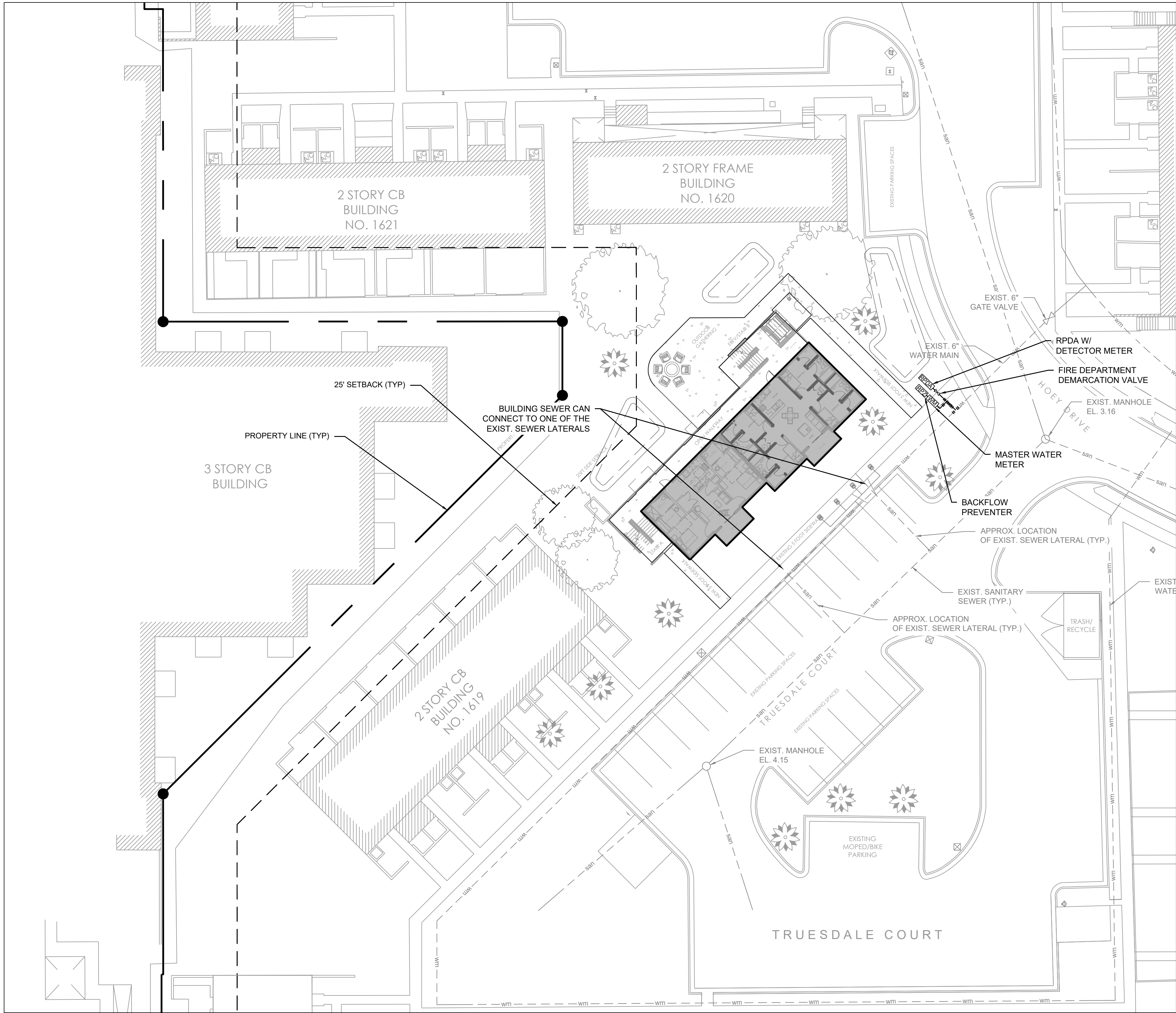
Sheet Number:

C-200

Date: April 2, 2025



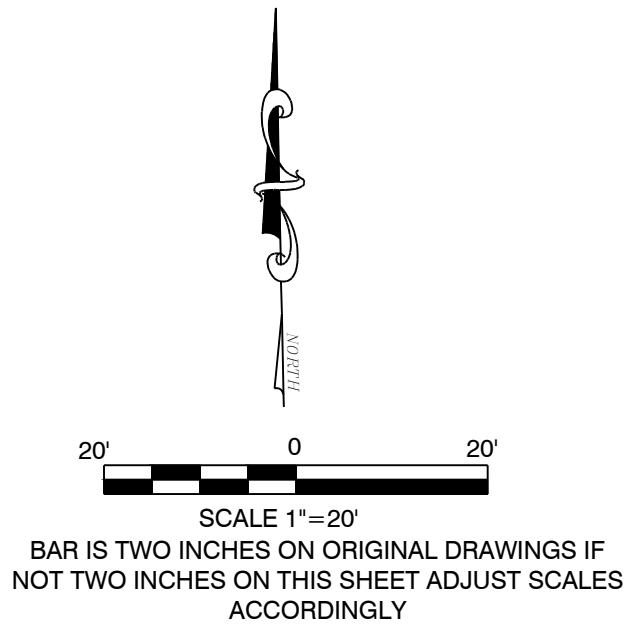
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CONCEPTUAL WATER AND SEWER PLAN



Know what's below.  
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UTILITY NOTES:

- 1.THE LOCATIONS, SIZES, AND ELEVATIONS OF EXISTING UTILITIES AS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO OBTAIN ANY AVAILABLE RECORD DRAWINGS AND SHALL DETERMINE THE EXACT LOCATION AND ELEVATION IN THE FIELD. THE CONTRACTOR SHALL ANTICIPATE THAT SCANNING AND EXCAVATION USING LIGHT EQUIPMENT AND HAND METHODS WILL BE NECESSARY IN AREAS NEAR EXISTING UTILITIES AND STRUCTURES TO AVOID DAMAGING THESE FACILITIES.
- 2.THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND ELEVATION OF UTILITIES IN THE FIELD PRIOR TO ORDERING NEW STRUCTURES AND PRIOR TO INSTALLING ANY NEW WORK THAT CROSSES OR CONNECTS TO EXISTING UTILITY SYSTEMS.
- 3.ALL WATER MAIN WORK SHALL CONFORM TO THE LATEST FLORIDA KEY AQUEDUCT AUTHORITY'S STANDARDS AND SPECIFICATIONS AND SANITARY SEWER WORK SHALL CONFORM TO THE CITY OF KEY WEST STANDARDS AND SPECIFICATIONS.
4. ALL UTILITIES TO BE ABANDONED SHALL NOT BE DISTURBED/REMOVED UNLESS REQUIRED TO ADDRESS A CONFLICT. ABANDONED UTILITIES SHALL BE CAPPED AND LEFT IN PLACE.



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MARC HOUSE  
1620 Truesdale Ct, Key West, FL 33040  
NEW BUILDING  
FOR  
A. H. Of Monroe County, Inc.

Consultants:

Submissions:

Job #: 251010	
Drawn By: AEP	Checked By: AEP
Title: CONCEPTUAL WATER AND SEWER PLAN	
Sheet Number:  C-300	
Date: April 2, 2025	

# Landscape Plans



## EXISTING TREE REPORT for CITY of KEY WEST

PROPERTY: 1620 Truesdale Court

PREPARED BY:

Karen DeMaria

Consulting Arborist/Environmental Scientist

KKD Environmental Sciences

305-393-9216, [KWTreeLady@gmail.com](mailto:KWTreeLady@gmail.com)

**PROPERTY SUMMARY:** The current area to be developed has an existing structure-housing, that is part of a larger housing property that had been originally reviewed a few years ago as part of a larger project by the City of Key West Planning Department under the address of 3401 Duck Avenue. At the time of the Duck Avenue review, a complete arborist report was done by Cynthia Domenech-Coogle of the entire property. This current review updates the existing tree map for the vegetation growing near and in the proposed demolition and redevelopment area of the 1620 Truesdale housing structure development area.

**TREE ASSESSMENT:** See attached tree list, map, and disposition plan for complete information regarding status of trees in the proposed development area. Trees that are to remain will be protected during demolition and construction with tree protection.

Photo showing southside of proposed work area.





3.65A: Sea Grape (*Coccoloba uvifera*, to remain-trim) and 3.65B: Potato Tree (*Solanum donianum*, shrub, remove)



3.66 Strangler Fig (*Ficus aurea*, permit already issued to remove, T2022-0419. Requires planting of 1-8ft tall approved tree, minimum 1" diameter). Presently, a tall stump with regrowth.





3.67: Sabal Palm (Sabal palmetto, to remain)



3.70: Pigmy Date Palm (Phoenix sp., remove, growing with other not regulated ornamentals)



3.72: Sabal Palm (Sabal palmetto, remove.)  
Requires planting of 1-4ft tall approved native palm



3.73A: Dracena (ornamental, remove) and 3.73B: juvenile  
Sea Grape (Coccoloba uvifera, remove, not regulated)





3.74: Dracena and 3.75: Dracena  
(remove, ornamentals)



3.76: Gumbo limbo (*Bursera simaruba*, remove, 13" dbh)



3.76: Gumbo Limbo





3.77: Bridalveil (*Caesalpinia granadillo*, remove, 5" dbh)



3.78 Sabal Palm (*Sabal palmetto*, to remain)



3.79 Cork Tree (*Thespesia populnea*, remove-INVASIVE)



3.80 *Dracena* (remove, ornamental)



3.81A (*Hibiscus* removed) Pygmy Date Palm (*Phoenix* sp., remove)





3.81B juvenile Green Buttonwood (*Conocarpus erectus*, remove, not regulated)



3.82A Hibiscus, 3.82B Rubber Tree, and 3.83 (Orchid tree, removed) Pygmy Date Palm (*Phoenix* sp., remove)



3.84 *Dracena* (remove, ornamental) and 3.85 Wild Coffee (*Psychotria nervosa*, remove, shrub)



3.87 *Dracena* (remove, ornamental)





3.88 Dracena and 3.89 Dracena (remove, ornamentals)



3.90 Dracena (remove, ornamental) and 3.91A Pigeon Plum (Coccoloba diversifolia, remove, 2"dbh)



3.91A Pigeon Plum





3.91B *Dracena* (remove, ornamental)



3.91C *Ixora* (*Ixora* sp., remove, ornamental shrub)



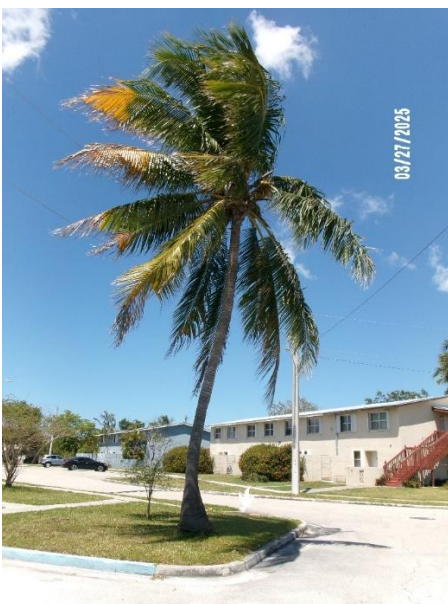
3.103 Gumbo Limbo (*Bursera simaruba*, to remain)



3.171 Brazilian Pepper (*Schinus terebinthifolia*, remove-**INVASIVE**)



2.51 Coconut Palm (*Cocos nucifera*, to remain)



2.52 Simpson Stopper (*Mycrcianthes fragans*, remove, not regulated)





Photos of rear property line area- location of trees 3.138-3.158.



SUMMARY: Most of the vegetation to be directly impacted by the demolition of the existing structure and building of a new structure are not regulated, ornamental plants. The following trees and palms are regulated and will require mitigation for their removal; 3.72 Sabal Palm, 3.76 Gumbo Limbo, 3.77 Bridalveil, and 3.91A Pigeon Plum. A tree removal permit has already been issued for the removal of tree 3.66, Strangler Fig, that allowed for the entire canopy of the tree to be removed (permit #T2022-0419). The remaining stump with regrowth will be removed during this project with the required mitigation of (1) 8 ft tall approved tree, minimum of 1" diameter, FL#1, to be planted within this development area and incorporated into the landscape plan.

Two Sabal Palms, trees 3.67 and 3.78, one sea grape tree, tree 3.65A, and one Gumbo Limbo, tree 3.103, are to remain along with vegetation growing along the rear property line, trees 3.138 to 3.158, and the buffer area with building 1621, trees 3.159 to 3.176. All of these palms and trees shall be protected during demolition and construction.

There is also a Tree Commission Settlement Agreement related to the larger property area whose planting conditions need to be incorporated into this development plan. On January 3, 2024, the Florida Keys Outreach Coalition (FKOC) agreed to replant two trees, one (1) Gumbo Limbo and one (1) Royal Poinciana tree, each tree a minimum of 3 caliper inches, FL#1, to be planted on site and not included as part of the required development plan landscape requirements (over and above). Trees must be specifically identified on the site plans. Condition 2B of the agreement states that the required trees will be planted prior to the issuance of any CO's (certificate of occupancy) for the new or redeveloped structures, therefore, these two trees need to be added to the proposed landscape plan for this development project. A copy of the settlement agreement is attached to this report.

*Karen DeMaria*

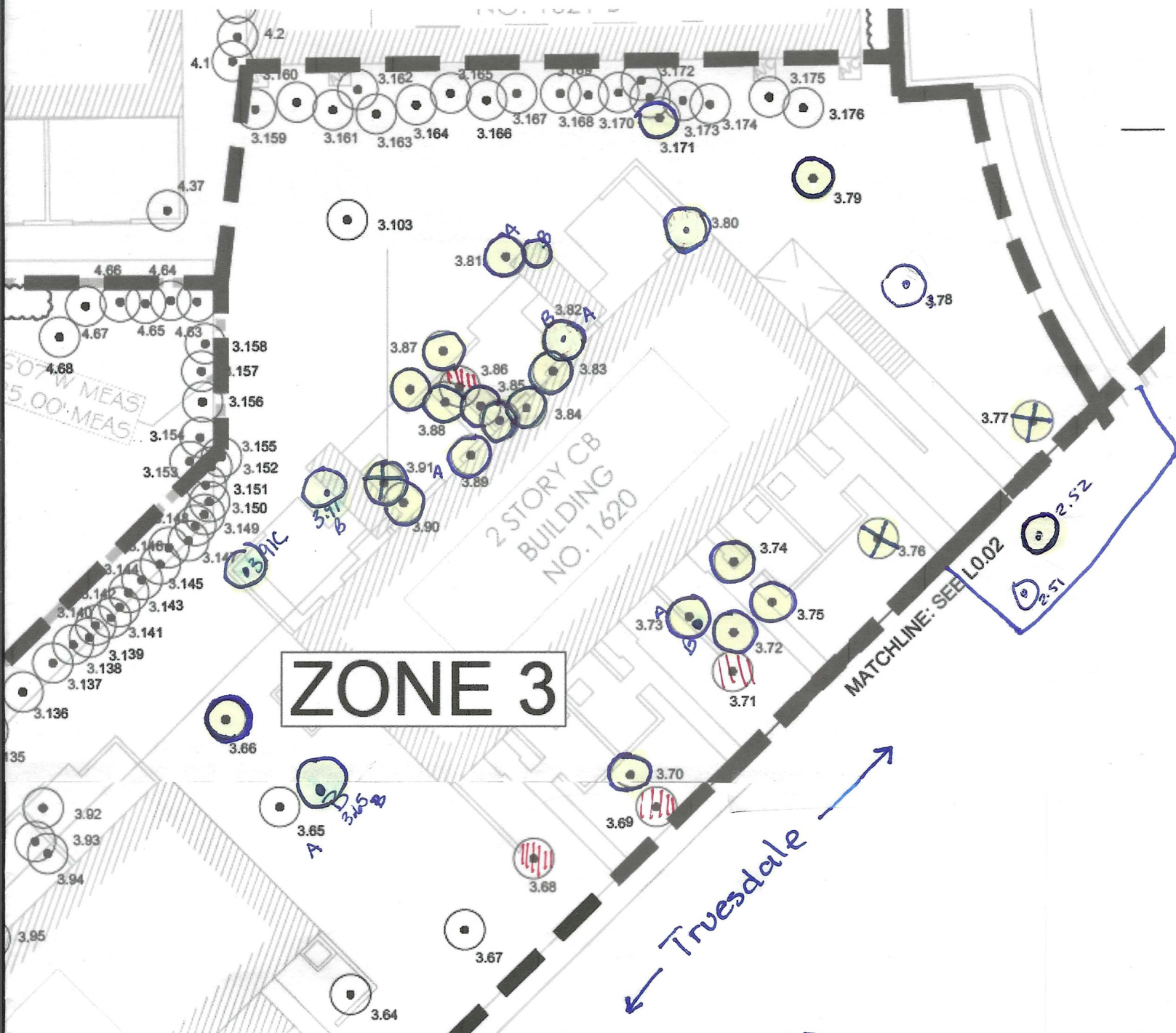
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Karen DeMaria

*4/2/25*

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Date





VEGETATION WITHIN 1620 TRUESDALE DEVELOPMENT AREA

Number	Common	Botanical	Diameter (inches)	Size: H x W (feet)	Condition	Action	Notes
*3.65A	Sea grape	Coccoloba uvifera	9.4"	10-12X4-5	Poor	REMAIN	Between Bldg 1619 and 1620: regrowth-trim PROTECT
3.65B	Potato Tree	Solanum donianum	shrub	shrub	Fair	Remove	Between Bldg 1619 and 1620. Growing next to sea grape tree.
*3.66	Strangler Fig	Ficus aurea	26.3"		Poor	Remove	Between Bldg 1619 and 1620: removal permit issued (T2022-0419).
*3.67	Sabal Palm	Sabal palmetto		30-35 OA	Good	REMAIN	Between Bldg 1619 and 1620. PROTECT
3.68	xCitrus			4	Poor	Remove	Bldg 1620. 3-27-25 No longer on site.
3.69	xFoxtail Palm	Wodyetia bifurcata		10-12 OA	Fair	Remove	Bldg 1620. 3-27-25 no longer on site.
3.70	Pygmy Date Palm	Phoenix roebelenii		5 OA	Fair	Remove	Bldg 1620
3.71	xFirebush	Hamilia patens	shrub	4	Fair	Remove	Bldg 1620. 3-27-25 no longer on site.
*3.72	Sabal Palm	Sabal palmetto		20-25 OA	Good	Remove	Bldg 1620
3.73 A	Dracaena	Dracaena spp		7	Poor	Remove	Bldg 1620. Almost dead.
3.73 B	Sea Grape	Coccoloba uvifera	1"	6 ft tall	Fair	Remove	Bldg 1620. Juvenile tree-not regulated.
3.74	Dracaena	Dracaena spp		6	Fair	Remove	Bldg 1620
3.75	Dracaena	Dracaena spp		18-20	Fair	Remove	Bldg 1620
*3.76	Gumbo Limbo	Bursera simaruba	13"	16-18 OA	Fair	Remove	Bldg 1620
*3.77	Bridalveil	Caesalpinia granadillo	5"	8-10 OA	Very Poor	Remove	Bldg 1620: Topped shrub
*3.78	Sabal Palm	Sabal palmetto		25-30 wood, 35-40 OA	Good	REMAIN	Bldg 1620. PROTECT
3.79	Cork Tree	Thespesia populnea		25-30X20-35	Poor	Remove	Bldg 1620: Partial uprooted, invasive
3.80	Dracaena	Dracaena spp		6	Fair	Remove	Bldg 1620.
3.81 A	xBibiscus	Hibiscus spp		6	Fair	Remove	Bldg 1620. 3-27-26 no longer on site.
3.81A	Pygmy Date Palm	Phoenix roebelenii		double, 4 ft OA	Fair	Remove	Bldg 1620
3.81 B	Green Buttonwood	Conocarpus erectus	0.5"	6	Fair	Remove	Bldg 1620. Juvenile tree-not regulated.
3.82A	Hibiscus	Hibiscus spp		7	Fair	Remove	Bldg 1620
3.82B	Pygmy Date Palm	Phoenix roebelenii		3	Fair	Remove	Bldg 1620
3.83	xOrchid Tree	Bauhinia variegata		18-20	Poor	Remove	Bldg 1620: Diseased. 3-27-25 no longer on site.
3.83	Rubber Tree	Ficus sp.	2"		Fair	Remove	Bldg 1620
3.84	Dracaena	Dracaena spp		15	Fair	Remove	Bldg 1620
3.85	Wild Coffee	Psychotria nervosa	shrub	shrub	Fair	Remove	Bldg 1620. Shrub
3.86	xFoxtail Palm	Wodyetia bifurcata		9 OA	Good	Remove	Bldg 1620. 3-27-25 No longer on site.
3.87	Dracaena	Dracaena spp		6,5	Fair	Remove	Bldg 1620
3.88	Dracaena	Dracaena spp		10-12	Fair	Remove	Bldg 1620
3.89	Dracaena	Dracaena spp		7	Fair	Remove	Bldg 1620
3.90	Dracaena	Dracaena spp		12	Fair	Remove	Bldg 1620
*3.91A	Pigeon Plum	Coccoloba diversifolia	2"	10	Poor	Remove	Bldg 1620: Resprouted from stump
3.91B	Dracena	Dracena spp.		7	Fair	Remove	Bldg 1620
3.91C	Ixora	Ixora sp.	shrub	4	Fair	Remove	Bldg 1620
*3.103	Gumbo Limbo	Bursera simaruba	17.8"	15-20X25-30	Fair	REMAIN	Rear bldg 1620. PROTECT
3.138	Dwarf Jasmine	Radermachera kunming	shrub	18-20	Fair	REMAIN	Fence line in between and behind Bldgs 1619 and 1620, behind fence, hedge
3.139	Dwarf Jasmine	Radermachera kunming	shrub	18-20	Fair	REMAIN	Fence line in between and behind Bldgs 1619 and 1620, behind fence, hedge
*3.140	Pigeon Plum	Coccoloba diversifolia	3.4"	16-18	Fair	REMAIN	Fence line in between and behind Bldgs 1619 and 1620, behind fence, hedge
3.141	Dwarf Jasmine	Radermachera kunming	2.7"	16-18	Fair	REMAIN	Fence line in between and behind Bldgs 1619 and 1620, behind fence, hedge
3.142	Dwarf Jasmine	Radermachera kunming	1"	16-18	Fair	REMAIN	Fence line in between and behind Bldgs 1619 and 1620, behind fence, hedge
3.143	Dwarf Jasmine	Radermachera kunming	2"	16-18	Fair	REMAIN	Fence line in between and behind Bldgs 1619 and 1620, behind fence, hedge
3.144	Dwarf Jasmine	Radermachera kunming	2.6"	16-18	Fair	REMAIN	Fence line in between and behind Bldgs 1619 and 1620, behind fence, hedge

*3.145	Pigeon Plum	Coccoloba diversifolia	2.3"	16-18	Fair	REMAIN	Fence line in between and behind Bldgs 1619 and 1620, behind fence, hedge
3.146	Podocarpus	Podocarpus macrophylls 'Maki'	shrub	16-18	Fair	REMAIN	Fence line in between and behind Bldgs 1619 and 1620, behind fence, hedge
3.147	Podocarpus	Podocarpus macrophylls 'Maki'	shrub	16-18	Fair	REMAIN	Fence line behind Bldg 1620, behind fence, hedge
3.148	Podocarpus	Podocarpus macrophylls 'Maki'	shrub	16-18	Fair	REMAIN	Fence line behind Bldg 1620, behind fence, hedge
3.149	Podocarpus	Podocarpus macrophylls 'Maki'	shrub	16-18	Fair	REMAIN	Fence line behind Bldg 1620, behind fence, hedge
3.150	Dwarf Jasmine	Radermachera kunming	3.1"	16-18	Fair	REMAIN	Fence line behind Bldg 1620, behind fence, hedge
3.151	Dwarf Jasmine	Radermachera kunming	2.3"	16-18	Fair	REMAIN	Fence line behind Bldg 1620, behind fence, hedge
*3.152	Pigeon Plum	Coccoloba diversifolia	6.2"	25-30X10-12	Fair	REMAIN	Fence line behind Bldg 1620, behind fence, hedge
*3.153	Gumbo Limbo	Bursera simaruba	15.9"	30-35X20-25	Fair	REMAIN	Fence line behind Bldg 1620, behind fence, hedge
3.154	Wild Coffee	Psychotria nervosa	shrub	6	Fair	REMAIN	Fence line behind Bldg 1620. Hedged
3.155	Podocarpus	Podocarpus macrophylls 'Maki'	shrub	20-25	Fair	REMAIN	Fence line behind Bldg 1620, behind fence, hedge
3.156	Podocarpus	Podocarpus macrophylls 'Maki'	shrub	20-25	Fair	REMAIN	Fence line behind Bldg 1620, behind fence, hedge
3.157	Podocarpus	Podocarpus macrophylls 'Maki'	shrub	20-25	Fair	REMAIN	Fence line behind Bldg 1620, behind fence, hedge
3.158	Podocarpus	Podocarpus macrophylls 'Maki'	shrub	20-25	Fair	REMAIN	Fence line behind Bldg 1620, behind fence, hedge
*3.159	Spanish Stopper	Eugenia foetida	4.8" (multi)	10-12X5	Fair	REMAIN	Buffer between Bldg 1620 and 1621.
*3.160	Blolly	Guaiacum sanctum	13.2" (multi)	15-18X10-12	Fair	REMAIN	Buffer between Bldg 1620 and 1621.
3.161	Wild Coffee	Psychotria nervosa	shrub	7-8	Fair	REMAIN	Buffer between Bldg 1620 and 1621.
*3.162	Fiddlewood	Citharexylum fruticosum	3" (multi)	10X5	Fair	REMAIN	Buffer between Bldg 1620 and 1621.
*3.163	Silver Buttonwood	Conocarpus erectus ver. Sericeus	7"	12-15X8	Poor	REMAIN	Buffer between Bldg 1620 and 1621. Lightning damage, topped, scorched
*3.164	Spicewood	Calyptrothrix pallens	4.6" (multi)	15X5	Fair	REMAIN	Buffer between Bldg 1620 and 1621.
*3.165	Blolly	Guapira discolor	14.2"	15X18	Fair	REMAIN	Buffer between Bldg 1620 and 1621.
*3.166	Spicewood	Calyptrothrix pallens	3.2" (multi)	10-12X4-5	Fair	REMAIN	Buffer between Bldg 1620 and 1621.
*3.167	Gumbo Limbo	Bursera simaruba	5.2"	25X8-10	Poor	REMAIN	Buffer between Bldg 1620 and 1621.
*3.168	Spicewood	Calyptrothrix pallens	3.5" (multi)	12-15X4	Fair	REMAIN	Buffer between Bldg 1620 and 1621.
*3.169	Blolly	Guapira discolor	9.1" (multi)	14-16X10-12	Fair	REMAIN	Buffer between Bldg 1620 and 1621.
*3.170	Spicewood	Calyptrothrix pallens	3.5" (multi)	6-8X6	Fair	REMAIN	Buffer between Bldg 1620 and 1621.
<del>3.171</del>	<del>Brazilian Pepper</del>	<del>Schinus terebinthifolia</del>				<del>Remove</del>	<del>Buffer between Bldg 1620 and 1621. Invasive</del>
*3.172	Spicewood	Calyptrothrix pallens	3" (multi)	15X5	Poor	REMAIN	Buffer between Bldg 1620 and 1621. Resprout
3.173	Wild Coffee	Psychotria nervosa	shrub	5	Fair	REMAIN	Buffer between Bldg 1620 and 1621.
*3.174	Blolly	Guapira discolor	11" (multi)	15-18X10-12	Poor	REMAIN	Buffer between Bldg 1620 and 1621.
3.175	Firebush	Hamilia patens	2"	6	Fair	REMAIN	Buffer between Bldg 1620 and 1621.
*3.176	Silver Buttonwood	Conocarpus erectus ver. Sericeus	6.3" (multi)	10-12	Poor	REMAIN	Buffer between Bldg 1620 and 1621.
*2.51	Coconut Palm	Cocos nucifera		25-30	Fair	REMAIN	Next to road. PROTECT
2.52	Simpson Stopper	Myrcianthes fragrans	2" (multi)	8'-10'	Poor	Remove	Next to road. weed whacked and diaback

#### LEGEND

~~Invasive to be removed~~

Regulated to be removed

Non-regulated to be removed

\* Regulated Tree

x Tree not on site 3-27-25



THE CITY OF KEY WEST  
Tree Commission  
Post Office Box 1409  
Key West, FL 33041-1409

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April 24, 2023

Florida Keys Outreach Coalition LLC  
Attn: Niels Hubbell  
3154 Northside Drive, Suite #201  
Key West, FL 33040

Dear Applicant:

Our files indicate that a close out inspection was never conducted on the property located at **1620 Truesdell Court** for Tree Commission permit **T2022-0419**. The permit authorized the **Emergency Removal of (1) Strangler Fig tree** to be replaced with **(1) 8ft tall tree min 1" dbh, FL #1 native dicot or fruit tree(s) of choice from approved list, to be planted onsite**. Our records indicate that you are the property owner of record.

**This inspection is part of the requirement to complete your obligation for the Tree Commission permit.**

This is a letter to inform you that an inspection is **required** to close the file. Please complete the attached job completion form and return it to our office along with a **\$10 inspection fee**.

Please do not hesitate to contact the office at 305-809-3725 or at the number listed below for additional information and for verification so that the Tree Commission permit file can be closed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Karen DeMaria", is written over a blue line.

Karen DeMaria  
Urban Forest Manager  
305-809-3768  
[kdemaria@cityofkeywest-fl.gov](mailto:kdemaria@cityofkeywest-fl.gov)





**THE CITY OF KEY WEST  
Tree Commission**

Post Office Box 1409 Key West, FL 33041-1409  
Telephone: 305-809-3725

---

**TREE COMMISSION OF THE CITY OF KEY WEST, FLORIDA  
COMPLIANCE SETTLEMENT AGREEMENT**

This ("Agreement"), is made and entered into this 3rd day of January 2024, by and between **Florida Keys Outreach Coalition (FKOC)**, having an address of PO Box 4767 Key West, FL 33040, ("Respondent") and the **City of Key West**, a municipal corporation, having an address of 1300 White Street, P.O. Box 1409, Key West, Florida 33041-1409, by and through the Tree Commission of the City of Key West, Florida ("Tree Commission").

**WITNESSETH**

**Whereas**, Chapter 110 of the Code of Ordinances for the City of Key West provides for hearings of violations, notice, procedure and compliance settlement with regard to the damage or destruction of certain protected trees; and

**Whereas**, in accordance with Chapter 110 of the Code of Ordinances for the City of Key West, the Tree Commission conducted a hearing and rendered a decision with respect to a certain violation of Chapter 110.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

**1. Acceptance of Responsibility for Damage or Destruction:**

Respondent accepts full and complete responsibility for the damage or destruction of regulated trees on real property located at **Truesdale Court**, in the City of Key West, Florida, in violation of Chapter 110 of the Code of Ordinances for the City of Key West, as found in the findings made and decision issued by the Tree Commission at its original hearing held on September 13, 2022, and a rehearing held on December 11, 2023.

**2. Remedy:**

Pursuant to Section 110-291 of the Code of Ordinance for the City of Key West, the Tree Commission has ordered, and Respondent agrees to, the following remedy:

- a. The respondent (FKOC) shall plant two trees, one (1) Gumbo Limbo and one (1) Royal Poinciana tree, each tree a minimum of 3 inch caliper, FL #1, to be planted onsite and not included as part of the required development plan landscape requirements (over and above). Trees must be specifically identified on the site plans.
- b. It is recognized that this property area is in the process of being redeveloped. Required trees will be planted prior to the issuance of any CO's (certificate of occupancy) for the new or redeveloped structures.
- c. The respondent shall plant according to current 'Best Management Practices'.

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

- d. The City of Key West, Urban Forestry Program manager shall be contacted for inspection of required tree installation. A \$50 close out inspection fee is required.
- e. Consistent with permitting requirements, the replacement trees/palms shall remain alive for a minimum of 1 year after planting or replace with like.

The remedy as indicated above is based upon the value of the damaged or destroyed tree, as found by the Tree Commission.

**3. Penalty for Non-Performance:**

Failure of Respondent to comply with the remedy indicated in Paragraph 2 above shall result in the institution of any and all permitted administrative and legal actions.

**4. Sale of Property:**

In the event the subject property is sold prior to the completion of compliance with this Agreement, the new owner shall be subject to the terms and conditions of this Agreement. It shall be the duty of the selling property within ten days of the effective date of the sales contract to provide the buyer with a copy of this Agreement. The Urban Forestry Manager shall issue a letter to the property owner when compliance is achieved.

**IN WITNESS WHEREOF**, Respondent and the Tree Commission have caused this instrument to be executed as of the date first written.

**TREE COMMISSION**

**City of Key West, Florida, a municipal corporation, by and through the Tree Commission of the City of Key West**

**Chairperson:** Russell Pope

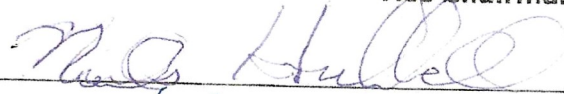
 or Russell Pope

**Witness:** 

**Print Name:** Tippi A. Korzoi

**Date:** 1/3/2024

**Respondent Representative:** Niels Hubbell,  
Vice Chairman, FKOC



**Witness:** 

**Print Name:** Tippi A. Korzoi

**Date:** 1/23/2024





<b><i>LEGEND</i></b>	
<del>Invasive to be removed</del>	
Regulated to be removed	
Non-regulated to be removed	
* Regulated Tree	

[illegible]

SHEET NUMBER

L0.01

SHEET OF





OWNER

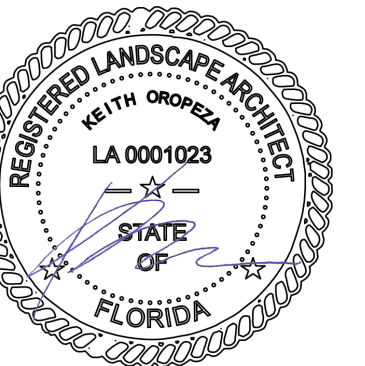
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FLORIDA KEYS  
OUTREACH COALITION:  
TRUESDALE CT  
KEY WEST, FL 33040

## CONSULTANTS

### TREE PROTECTION AND PRESERVATION NOTES

1. Protect designated existing trees scheduled to remain against:
  - Unnecessary cutting, breaking, or skinning of roots
  - Skinning and bruising of bark
  - Smothering of trees by stockpiling construction or excavation materials within protection barrier
2. Protection barriers (tree barricades) shall be plainly visible and shall create a continuous boundary around trees or vegetation clusters in order to prevent encroachment within the barricade.
3. For all trees to be preserved, see Tree Protection and Barricade Elevation detail.
4. No grade changes shall be made within the protective barrier zones without prior approval.
5. The method of protection is to make certain that 50% of the area under the canopy dripline remains undisturbed (no grade change or root cut) and there shall be no disturbance to the root plate.
6. General contractor shall be responsible for the replacement and mitigation costs of trees damaged beyond repair that have been identified as protected and preserved. If trees are harmed through lack of protection or through negligence on the part of the contractor, the contractor shall bear the burden of the cost of repair or replacement.
7. Root pruning shall be done by or under supervision of an ISA certified arborist, and meet or exceed ANSI A300 or approved tree care industry standards. A certified arborist must be onsite during the entirety of root pruning.
8. No root pruning shall be done within a distance of 3x the diameter the tree unless authorized by the arborist.
9. No more than 30% of the trees roots may be pruned.
10. A pruning trench shall be cleared in a way that exposes the roots while leaving them intact. Use hand tools or an air knife. Limits of trench to be determined by the arborist.
11. All roots outside of the protective barricade to be removed during the development shall be severed clean using a sharp tool to provide a clean cut. Roots shall be left with clean smooth ends and no ragged edges and a two-inch layer of mulch shall be applied over the surface of exposed roots during development within one hour of damage or exposure.
12. After pruning, tree roots shall be covered and kept moist. Fill pruning trench with topsoil and water daily for a period determined by the arborist.



**ISSUED FOR:**

[illegible]

PROJECT NUMBER

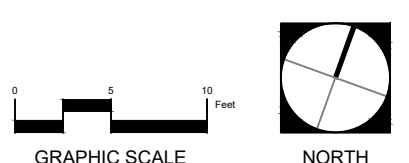
DATE: 04.14.23

SCALE: AS NOTED

DRAWN BY: IM

CHECKED BY: KO

**DRAWING SCALE AND NORTH ARROW**



**SHEET TITLE**  
**DEMOLITION PLAN:**  
**BLDG 1620**

**SHEET NUMBER**

L1.00

SHEET OF



Tree Type		Replacement		
Common Name	Qty	DBH	Multiplier	Total
Mahogany	1	4	4	16
Simpson Stopper	5	2	4	40
Gumbo Limbo	4	4	4	64
Total Replacement Inches				120
Cabbage Palm			1	2
Total Palm Replacement Inches				2

**NOT FOR  
CONSTRUCTION**

SHEET OF

# **CONSTRUCTION MANAGEMENT PLAN**



1620 Truesdale Court

# **Construction Management Plan**

Revised March 19, 2025

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## **1.0 GENERAL**

### **1.1 PURPOSE**

The purpose of this Construction Management Plan Manual is to provide a consistent policy under which certain physical aspects of construction management will be implemented. The elements contained in this document are related to the development process.

These standards cannot anticipate all situations. They are intended to assist, but not to substitute for competent work by design and construction professionals. The Construction Management Plan does not intend to limit any innovative or creative efforts that could result in better quality, greater cost savings, or both. Any proposed departure from this plan will be judged on the likelihood that such variance will produce a comparable result, adequate for the user over the duration of the improvement/ project.

### **1.2 APPLICABILITY**

This plan shall govern the construction and development of the project.

### **1.3 DEFINITIONS AND TERMS**

Construction Management Plan (CMP) – A combination of diagrams, documents, drawings, and specifications that clearly define the steps that will be taken to demonstrate how the impacts to the community will be minimized and how the impacts associated with any construction project will be managed.

Construction Mitigation Officer – An appointed employee of the contractor whose charge is to ensure that all aspects of a CMP are followed, and to further ensure that the impacts associated with construction activities within the site are effectively managed and impacts associated with the project are the least necessary to accomplish the project.

Disturbance Area – A portion of land where topsoil or native soils have been removed for purposes of construction (development).

Best Management Practices (BMPs) – Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the state. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, waste disposal, or drainage from material storage.

Tree Dripline and Protection Zone - Use the longest branch of the tree as a radius from the center of the tree and make a circle. The circle is then defined as the dripline and thus is the tree protection zone.

Final Stabilization – Uniform vegetative cover has been re-established.

## **2.0 PROJECT LOCATION**

### **2.1 DISTURBANCE AREA**

The disturbance area is depicted on the associated proposed site plan.

### **2.2 LOCATION**

A project vicinity map is depicted on the associated proposed site plan.



2.3 DESCRIPTION

See associated project analysis for full description and details.

**3.0 PROJECT DOCUMENTATION**

3.1 PERMITS / OTHER DOCUMENTS

The contractor shall maintain all applicable local, state, and federal licenses and permits that apply to the construction project. The contractor shall obtain new local building permits whenever construction is not commenced within 90 days from the time the permit was released, construction activity is dormant for a period of six months or more, the contractor fails to call for and achieve approved inspections within planned 120-day intervals, and/or a new phase of the phased development is commenced.

3.2 PUBLIC NOTIFICATION

Compliance with all required public notifications shall be met.

3.3 PROJECT SIGN

A project sign shall be constructed and posted that identifies, at a minimum, the property owner, contractor, and land use planner.

3.4 ACKNOWLEDGEMENT

The applicant acknowledges the burden of demonstrating that the construction activity is consistent with the development plan and has occurred in a timely manner consistent with the approved CMP and inspection schedule is borne by the applicant.

The applicant further acknowledges that, upon failure to meet the inspection schedule, the building permit shall expire. A new building permit shall be required to undertake construction activity on a site where a building permit has expired.

**4.0 PROJECT IMPLEMENTATION**

4.1 DATES OF CONSTRUCTION

Construction is expected to commence immediately following project approval. Local building permits shall not be valid for a period exceeding 2 years<sup>1</sup>, and no phase of development shall extend for a period longer than 2 years<sup>2</sup>. Planned 120-day interval inspections shall be maintained for the life of construction.

4.2 HOURS OF CONSTRUCTION

Construction hours shall comply with all applicable City Ordinances.

4.3 SEQUENCE (PHASING) OF CONSTRUCTION

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<sup>1</sup> Local building permits may be extended beyond 2 years pursuant to FL Statute Sec. 252.363.

<sup>2</sup> Development order phases may be extended beyond 2 years pursuant to FL Statute Sec. 252.363.

Project shall be constructed in a single phase. Project construction phasing is depicted on the associated proposed site plan.

Single Phase: Commencement is intended to immediately follow entitlement approvals. Including project bids, to be completed within 2 years following entitlement approvals. Bids and Redevelopment of 1620 Truesdale Court into new MARC house.

Expected date of completion is within 2 years of commencement.

Action	Date
Entitlement Approvals	TBD
Commencement	Immediately following entitlement approvals
Completion	Within 2 years of commencement

#### 4.4 ADJOINING PROPERTIES

No person shall excavate on land close enough to a property line to endanger any adjacent public street, sidewalk, and alley, other public or private property, or easement, without supporting and protecting the property from any damage that might result from construction operations.

#### 4.5 PROJECT FENCING

All construction areas shall have a non-removable construction fence or other approved device securely placed around the areas to be protected.

#### 4.6 PUBLIC HEALTH AND WELFARE

The construction project shall uphold respect to public health and welfare.

#### 4.7 NATURAL ENVIRONMENT

Project construction shall be oriented to minimize harm to all aspects of the property's natural environment.

### 5.0 PARKING MANAGEMENT

#### 5.1 PARKING MANAGEMENT

The contractor shall maintain continuous emergency vehicle access, on and around site, including but not limited to police, fire, and ambulance services. This includes projects adjacent to roads and alleys.

#### 5.2 STAGING AREAS

The project shall accommodate construction staging areas on site.

#### 5.3 CONSTRUCTION TRAILER, MATERIALS STORAGE, AND WASTE MANAGEMENT

Construction trailers, job materials storage, portable restrooms, waste management and recycling containers shall be stored on private property and not within ROW, without the required approvals.

## **6.0 TRAFFIC CONTROL**

### **6.1 GENERAL**

All traffic control operations shall be managed by the designated traffic control supervisor.

### **6.2 HAUL ROUTES**

Project haul routes shall be oriented to minimize traffic congestion and maximize pedestrian safety.

## **7.0 SEDIMENT AND EROSION CONTROL**

### **7.1 REQUIREMENTS**

The project shall employ Best Management Practices (BMPs), which will minimize erosion and sediment transport.

- a. Stockpiles must be protected with erosion control devices.
- b. City and near shore water inlets, gutters, swales and irrigation ditches shall be protected with erosion control devices and such protection maintained for the duration of the project.

## **8.0 EMISSIONS**

### **8.1 GENERAL**

All vehicles and equipment used on site will be properly maintained such that the engines will function within manufacture's standards or parameters.

## **9.0 NOISE SUPPRESSION**

### **9.1 GENERAL**

The noise limit for construction shall comply with any and all requirements of the City Code. All construction equipment shall be adequately muffled and maintained to minimize project noise.