

EXECUTIVE SUMMARY



To: Jim Scholl, City Manager

Through: Thaddeus L. Cohen, Planning Director

From: Melissa Paul-Leto, Planner Analyst

Meeting Date: January 20, 2015

RE: **Easement – 420-422 Appelrouth Lane (RE # 00009780-000000; AK # 1010049)** - A request for an easement \pm 39 square feet along the Appelrouth Lane right-of-way in order to address encroachment of an existing concrete eyebrow and proposed signage associated with a historic structure on property located within the Duval Street Gulfside (HRCC-1) zoning district pursuant to Section 2-938 of the Code of Ordinances of the City of Key West, Florida.

ACTION STATEMENT:

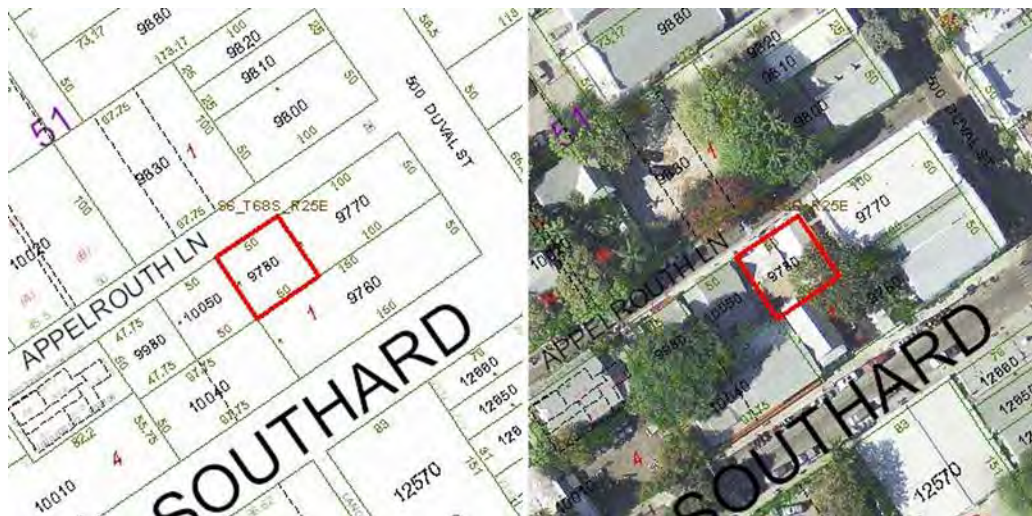
Request: To grant a \pm 39 square foot easement for an existing encroachment into the Appelrouth Lane right-of-way and to grant the proposed signage located above the concrete eyebrow totaling \pm 15 square foot.

Applicant: Bender & Associates, P.A.

Property Owner: 420ARL

Location: 420-422 Appelrouth Lane (RE # 00009780-000000; AK # 1010049)

Zoning: Duval Street Gulfside (HRCC-1) zoning district



BACKGROUND:

This request is for an easement pursuant to Section 2-938 of the Code of Ordinances of the City of Key West. The easement request is for ± 39 square feet along the Appelrouth Lane right-of-way in order to address an existing encroachment of a concrete eyebrow as shown on the attached specific purpose survey dated August 28, 2015. The proposed signage encroachment totaling ± 15 square foot will be located directly above the concrete eyebrow as shown on the elevation drawing dated August 14, 2015 by Bender & Associates, P.A.

420 Applerouth Lane’s design proposes a new façade with elements that present an art deco vocabulary. A new marquee sign is proposed as a replacement of a similar sign that once used to be in the same location. A 1965 photo from the Key West Public Library, shows the concrete eyebrow encroachment that exists today and the proposed signage that existed in circa 1965.

Appelrouth Lane right-of-way

(±39square feet, concrete eyebrow) (±15square feet, proposed signage)

An existing three foot overhang encroaches 16 feet along the frontage of 422 Appelrouth Lane right-of-way. The proposed signage dimensions are 1 foot 6 inches wide and 10 feet in height from the concrete eyebrow.

The request for the easement was prompted by the request for a Minor Development Plan approval for a partial demolition and redevelopment of a bar and restaurant facility.

City Actions:

Development Review Committee: November 20, 2015
City Commission: January 20, 2015

PLANNING STAFF ANALYSIS:

As described in the Specific Purpose Survey prepared by J. Lynn O’Flynn, Inc. dated August 28, 2015, the area of the easement request is for ± 39 square feet on Appelrouth Lane right-of-way.

The encroachment on Appelrouth Lane right-of-way does not impede pedestrian passage on City sidewalks.

If the request for an easement over City-owned land is granted, then the owner would be required to pay an annual fee of \$400.00 to the City for the use more than 100 square feet of City property pursuant to Code Section 2-938(b). The annual fee would be prorated based on the effective date of the easement.

Options / Advantages / Disadvantages:

Option 1. Approve the easement with the following conditions:

1. The easement shall terminate upon the replacement of the structure.
2. The City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission.

3. The owner shall pay the annual fee of \$400.00 specified in Code Section 2-938(b).
4. The owner shall irrevocably appoint the City Manager as its agent to permit the removal of the encroachment if the annual fee required by the Code of Ordinances is not paid.
5. Grantee shall secure, pay for, and file with the Grantor, prior to commencing any work under this Agreement, all certificates for public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amount indicated. Notwithstanding any other provision of this Agreement, Grantee shall provide the minimum limits of liability coverage as follows:
 - General Liability
 - a. \$2,000,000 Aggregate (Per Project)
 - b. \$2,000,000 Products Aggregate
 - c. \$1,000,000 Any One Occurrence
 - d. \$1,000,000 Personal Injury
 - e. \$ 300,000 Fire Damage/Legal
6. Grantee shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as “Additional Insured” on a primary and non-contributory basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its Equivalent, (combination OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable) including a “Waiver of Subrogation” clause in favor of City of Key West on all policies. Grantee shall maintain the General Liability coverage summarized above, including the “additional insured” endorsement, with coverage continuing in full force during the period of time this easement agreement remains in effect.
7. Grantee’s insurance policies shall be endorsed to give 30 days written notice to Grantor in the event of cancellation or material change, using form CG 02 24, or its equivalent.
8. Certificates of Insurance submitted to Grantor shall not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation / material change notice endorsements and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements shall also be required if necessary. Grantee shall advise its insurance agent accordingly.
9. The concrete eyebrow and proposed signage shall be the total allowed construction within the easement area.
10. The easement area shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.
11. The City reserves the right to construct surface improvements within the easement area.

Consistency with the City’s Strategic Plan, Vision and Mission: Granting the requested easement would not be inconsistent with the Strategic Plan.

Financial Impact: The City would collect \$400.00 annually as part of the approval of the easement.

Option 2. Deny the easement based on findings that the City’s needs outweigh the request.

1. The owner will obtain the appropriate permits for the removal of all items that encroach onto the City right-of-way
2. All encroachments on the City right-of-way will be removed within 90 days.

Consistency with the City's Strategic Plan, Vision and Mission: Denial of the requested easement would not be inconsistent with the Strategic Plan.

Financial Impact: There would be no cost to the City for denying the easement, however the City would lose the potential to collect the annual revenue of the easement agreement

RECOMMENDATION: Option 1.

Based on the existing conditions, the Planning Department recommends to the City Commission **APPROVAL** of the proposed Resolution granting the requested easement with conditions as outlined above.