

**Planning Board Resolution 2012- 013
Development Agreement, Recommendation of
Approval**

**Planning Board Resolution 2011-049 Major
Development Plan, Recommendation of
Approval**

**City Commission Resolution 12-018 to Initiate
Development Agreement**

**PLANNING BOARD RESOLUTION
NO 2012-013**

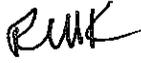
A RESOLUTION OF THE CITY OF KEY WEST PLANNING BOARD PURSUANT TO SECTIONS 90-676 THROUGH 90-692 OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, RECOMMENDING APPROVAL OF A DEVELOPMENT AGREEMENT FOR PROPERTY AT 1000 ATLANTIC BOULEVARD (RE#00058800-000000, 00058790-000100, 00058790-000000), PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 20, 2011 the Planning Board approved a Major Development Plan for the redevelopment of Higgs Beach a county owned property; and

WHEREAS, On January 4, 2012 the City Commission indicated its interest in entering into a Development Agreement with Monroe County Board of County Commissioners for the redevelopment of Higgs Beach Park approved through Resolution 12-018; and

WHEREAS, the property owner submitted a draft Development Agreement and associated studies and documentation to the Planning Department for review and discussion;

WHEREAS, the Development Review Committee reviewed the draft Development Agreement and related documentation on February 23, 2012; and


Chairman


Planning Director

WHEREAS, the draft Development Agreement was amended in response to City staff comments; and

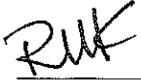
WHEREAS, after public notice, the request for a Development Agreement was heard by the Planning Board at special Planning Board Meeting on March 27, 2012; and

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

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

Section 2. A DEVELOPMENT AGREEMENT PURSUANT TO SECTIONS 90-676 through 90-692 OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST FOR PROPERTY AT 1000 ATLANTIC BOULEVARD NORTH ROOSEVELT AVENUE (RE#00058800-000000, 00058790-000100, 00058790-000000); AND PROVIDING FOR AN EFFECTIVE DATE is hereby recommended for approval; a copy of the recommended development agreement is attached.

Section 3. This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.


Chairman

Planning Director

Read and passed at a special meeting held this 27th day of March 2012.

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

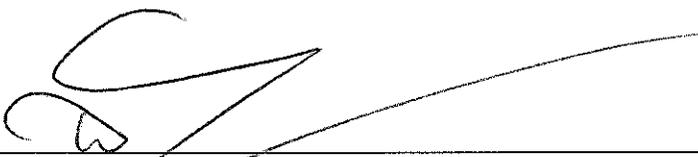


Richard Klitenick, Chairman
Key West Planning Board

4/9/2012

Date

Attest:



Donald Leland Craig, AICP
Planning Director

3.30.12

Date

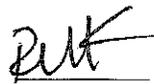
Filed with the Clerk:



Cheryl Smith, City Clerk

4-10-12

Date

 Chairman
 Planning Director

Draft Development Agreement

Runk
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Prepared by:

Office of Monroe County Attorney
Natileene W. Cassel, Asst. County Attorney
Phone: 305-292-3470
Email: cassel-nat@monroecounty-fl.gov

Mailing Address

P. O. Box 1026
Key West, FL 33041-1026

Physical Address

1111 12th Street
Suite 408
Key West, FL 33040

And

Barbara Mitchell, LEED AP
Mitchell Planning and Design, Inc
1S450 SE 103rd Place Road
Ocklawaha, Florida 32179
Phone: 352-288-0401
Email: mitchellplanningdesign@gmail.com

DEVELOPMENT AGREEMENT FOR HIGGS BEACH PARK

This AGREEMENT is made and entered as of this ___ day of _____, 2012, by and between the **CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA**, (“City”), a municipal corporation of the State of Florida, and the **BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY, FLORIDA**, (“Developer” or “County”), a subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the City Commission for the City of Key West and the Monroe County Board of County Commissioners recognize the following:

A. This Agreement is entered into in accordance with the Florida Local Government Development Agreement Act, 163.3220-163.3243, Florida Statutes; and

B. This Agreement is entered into in accordance with Florida Interlocal Cooperation Act, 163.01, Florida Statutes; and

C. The Key West Code of Ordinances Sections 90-676 to 90-677 authorizes Development Agreements and establishes the procedures and requirements to enter into a development agreement with any person having a legal or equitable interest in real property located within its jurisdiction; and

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D. Monroe County is the owner and developer of the property located at Higgs Beach, which is being used as a park located within the jurisdictional boundaries of the City of Key West, Florida; and

E. Higgs Beach is recognized by both the County and City Comprehensive Plans; and

F. On March 10, 2010, the County authorized the development of a Master Plan for Higgs Beach comprised of two phases. The first phase, development of a Master Plan, included a planning and design process to gather community and stakeholder input, acquired a new boundary survey, conducted a ground penetrating radar survey to locate impacted archeological resources and coordinated with staff of the City of Key West; and

G. The Higgs Beach Master Plan was developed with significant community input over several months; the master planning process included multiple public meetings and several smaller neighborhood meetings with park stake holders conducted by the County. The local community group, known as the Friends of Higgs Beach, and the neighbors immediately adjacent to the park were active participants in the Master Planning process. Their concerns were considered and addressed to the greatest extent practicable.

H. On January 19, 2011, the County approved the Higgs Beach Master Plan, Option F, and directed county staff to secure Major Development Plan approval from the City; and

I. On July 1, 2011, Monroe County submitted an application for approval of a Major Development Plan which came before the City Planning Board, at a duly noticed public hearing, on October 20, 2011, whereupon the Planning Board granted Major Development Plan approval pursuant to Resolution #2011-059; and

J. On December 14, 2011, the County made a written request to enter into a Development Agreement with the City; and

K. On January 3, 2012, the City Commission authorized the County to proceed with the creation of a Development Agreement for Higgs Beach; and

L. On January 19, 2012, the County Commission agreed to submit to the City this Development Agreement; and

M. The Key West City Commission and the Monroe County Board of County Commissioners find that entering into this Development Agreement furthers the purposes, goal, objectives, and policies of their respective Comprehensive Plans;

N. The City and the County agree that realignment of Atlantic Boulevard through Higgs Beach, that also affects the intersections at White Street and Reynolds Street must be changed for safety reasons and to protect the natural, cultural and historic archeological resources of the area.

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NOW THEREFORE, in consideration of the mutual covenants entered into between the parties, and in consideration of the benefits to accrue to each, it is agreed as follows:

A. RECITALS.

The above recitals set forth in the preceding "Whereas" clauses are true and correct and are incorporated herein and made a part hereof.

B. DEFINITIONS.

For the purposes of this Agreement, the following terms shall have the following meanings. Terms not defined in this Agreement shall be as defined in the City Code, in Chapter 163, Florida Statutes, or, if not defined in the Code or Statute, shall be understood by their usual and customary meaning.

1. "Agreement" shall refer to this Development Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions and pursuant to the provisions of Sections 163.3220-163.3243, inclusive, Florida Statutes.
2. "City" shall refer to the City of Key West.
3. "City Code" shall refer to the Code of Ordinances of the City of Key West in existence on the Effective Date of this Agreement.
4. "City Comprehensive Plan" shall refer to the City of Key West Comprehensive Plan, in existence on the Effective Date of this Agreement.
5. "County" shall refer to the Monroe County government, a political subdivision of the State of Florida.
6. "County Code" shall refer to the Code of Ordinances of Monroe County, Florida, in existence on the Effective Date of this Agreement.
7. "County Comprehensive Plan" shall refer to the County's Comprehensive Plan, in existence on the Effective Date of this Agreement.
8. "Developer" shall mean Monroe County, a governmental agency.
9. "Development" shall refer to the redevelopment of the Property for the uses permitted by the Land Use Plan and Land Development Regulations, subject to the conditions, obligations, restrictions and terms contained in this Agreement.
10. "Development Plan" is referred to as the Development Plan and as the Master Plan.
11. "Effective Date" shall refer to the date this Agreement becomes effective, as set forth in Section J. of this Agreement.

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12. **“Florida Department of Transportation”** (FDOT) refers to the agency of the State of Florida, as defined in Florida Statutes Chapter 20.23.

13. **“Land Use Plan”** shall mean the Future Land Use Element and Future Land Use Map of the City’s Comprehensive Plan in existence on the Effective Date of this Agreement.

14. **“Land Development Regulations”** shall mean Subpart B Chapter 86 through Chapter 122 of the City Code in existence on the Effective Date of this Agreement.

15. **“Owner”** shall refer to the County, the Owner of the Property subject to this Agreement.

16. **“Property”** shall refer to the parcel of real property located in the City that is the subject of this Agreement as set forth in Section D.1. of this Agreement.

17. **“Public Facilities”** means those facilities identified in Section 163.3221, Florida Statutes (2010), and as set forth in this Agreement.

C. PURPOSE OF AGREEMENT.

The purpose of the Agreement is to:

1. Extend the timeframe for Development Plan implementation pursuant to City Code Section 90-684; and
2. Partner as necessary when seeking grants or other funding sources for the implementation of the Development Plan; and
3. Allow Administrative Modifications to the Master Plan that may exceed the scope of a minor deviation as described in City Code Section 108-91, in order to permit changes that improve the safety and public health of the park users, which may be required due to technical or engineering considerations; and
4. Insure that the approved Master Plan is exempt from future changes to the City Code or Comprehensive Plan that would require redesign of approved elements during the term of this Agreement; and
5. Exempt the County from fees for this Development Agreement during the entire term of this Agreement which shall include, but not be limited to, application fees, permit fees, and impact fees; and
6. Establish the responsibility of financing the completion of the roadway realignment plan, as shown on the approved Master Plan, through grant funding. The County is responsible for securing funding and the City shall provide as needed assistance. If the funding does not materialize the County staff and the City staff shall meet and make recommendations to their respective Boards to determine how to facilitate the completion of the roadway realignment plan.

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D. TERMS OF AGREEMENT.

1. Legal Description and Owner

The owner of the property is Monroe County. The legal description for the property subject to this Agreement is set forth in Exhibit "A".

2. Duration/ Renewal

This Development Agreement, also referred to as the Master Plan, shall remain in effect for a period of ten (10) years, commencing on the Effective Date set forth below. The parties recognize that it may be necessary to extend the Development Agreement beyond the ten (10) years permitted to complete the project—that the County may seek an extension pursuant to Code Section 90-684.

3. Existing Development

The property contains the following existing development which will remain on the property:

- a. The historic African Memorial Cemetery;
- b. The historic West Martello Tower and gardens;
- c. The Salute Restaurant;
- d. Two historic band stands, aka gun turrets;
- e. The existing toilets;
- f. Four shade pavilions in the dog park;
- g. Beach concessions.

4. New Development Plan (Master Plan)

The Development Plan, also known as the Master Plan, was approved by the City Commission pursuant to Resolution 2012-___, attached hereto as Exhibit "B". Administrative Modifications to the Master Plan may exceed the scope of a minor deviation as described in City Code Section 108-91, in order to implement elements that improve the safety and public health of the park users, which may be required due to technical concerns, engineering considerations, to meet environmental goals, or to meet regulatory requirements and shall be promptly reviewed, and considered by the City Planner according to Chapter 108.

In addition to the existing development, the plan includes:

- a. Visitor and Nature Center;
- b. Relocation of internal road and White Street enhancements;
- c. Relocation parking lots;
- d. Add bicycle lanes;
- e. Expand Beach area;
- f. Relocate and expand Astro City Playground;
- g. Add or expand sidewalks for pedestrian use;
- h. Add two maintenance buildings;
- i. Add two volleyball courts and two pickle ball courts;
- j. Remove two tennis courts;

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- k. Add PAR fitness course;
- l. Expand open space;
- m. Relocate small dog park, revise large dog park;
- n. Revise outdoor lighting fixtures;
- o. Renovate and add landscaping;
- p. Revise storm water systems;
- q. Relocate utilities as required;
- r. Add sculpture garden;
- s. Renovate Whistling Duck Pond.

5. Population Densities, Building Intensities and Height

- a. The property will remain a recreational park, no residential uses are proposed.
- b. The proposed floor area ratio is 4%, well below the 20% maximum floor area ratio allowed for recreation and open space pursuant to Section 122-1020 of the City Code.
- c. All proposed structures are designed to be within the twenty-five (25) foot height limitation pursuant to Section 122-1020 of the City Code.

6. Set Backs and Floor Elevations

- a. All proposed new buildings are designed with finished floor elevations at or above the City's floodplain management requirements.
- b. All the setbacks fall within or exceed the requirements of the City Code, except for the setback for the existing West Martello Tower that exceeds the Coastal Construction Control Line and will not be changed. Setbacks are illustrated on the chart below which includes the required setbacks and the existing setbacks:

Type	Required	Existing	Proposed
Front (White Street)	20'	25'4"	25'4"
Side (Casa Marina Court)	15'	123'9"	24'0"
Rear (Reynolds Street)	20'	237'8"	55'4"
Coastal Construction	50'	11'5"	11'5"

7. Phasing

The Development Plan may be developed in two or more phases. The County will submit development phasing schedules to the City Planner before construction for each phase begins. If in any case all development contemplated in the phasing plan and associated with an active development phase is not completed within the timeframe established by this Agreement, construction shall continue pursuant to the Development Plan for which a building permit is issued and any appurtenant uses and structures necessary to serve the development phase.

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8. **Public Facilities and Utilities Serving Redevelopment**

a. **Traffic Flow and Roads.** A traffic impact report is attached hereto as Exhibit "D". According to the report the proposed enhancements to Higgs Beach will not negatively affect level of service standards and will improve traffic safety along Atlantic Boulevard and ingress/egress to the various parking areas within the park.

Although coordination has begun through the City's development approval process, further coordination is required with the City's Utilities Department and with Keys Energy and the Florida Keys Aqueduct Authority at the time the road is relocated.

b. **Solid Waste.** The County is responsible for all solid waste and recycling removal from the site. Waste disposal is provided to the Property by a vendor under contract with the County.

c. **Potable Water.** Potable water is provided to the park by the Florida Keys Aqueduct Authority. The approved plan includes cisterns to capture rainwater and grey water reuse is planned.

d. **Sewer.** The property is connected to a central sewer system operated by the City.

e. **Electric Service.** Electric Service is provided by Keys Energy.

f. **Fire Service.** Fire service is provided by the City Fire Department.

9. **Storm Water Runoff**

A conceptual Storm Water Drainage Plan has been developed to maintain the storm water on site as required by City Code, see attached plan as Exhibit "B".

10. **Parking**

The proposed plan maintains the same number of existing parking spaces (145) on site of the 145 spaces, 123 are standard parking spaces, 16 are compact spaces, and 6 are handicapped accessible. There are 45 bicycles and/or scooter spaces proposed. Perimeter landscaping around the parking areas is proposed to shield automobile lights from adjacent uses. Proposed new lighting shall meet "Dark Sky" lighting requirements, and stormwater drainage requirements have been met for all parking areas. The proposed parking plan is in compliance with the City Code and ADA standards have been met.

11. **Additional Redevelopment Terms**

a. **Energy Conservation.** Construction on the site including the development of the Nature Visitors Center is required to be consistent with Chapter 255.2575(2), Florida Statutes which requires compliance with an accepted third party environmental standard. Therefore, the Nature Center has

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been designed to reduce energy needs. Design components of the building include solar hot water, collection of grey water for reuse, green walls and green roof, cross ventilation, white reflective roof material, solar electric panels, ultra low flow plumbing fixtures, and low Volatile Organic Compound (VOC) interior materials.

Lighting shall be designed to "Dark Sky" lighting standards and shall meet energy efficiency standards established by an accepted third party environmental standard consistent with F.S Chapter 255.2575(2).

The proposed landscape plan incorporates native plant material, clustering of plant material for water conservation, use of salt tolerant grasses, and installation of canopy trees for surface heat reduction.

b. Landscaping. The Landscape Plan was approved as part of the Development Plan approval through Resolution 2012-___ and was approved by the Tree Commission on October 19, 2011. The Landscape Plan is attached hereto as a portion of Exhibit "B". As part of the approval a Landscape Waiver Letter was issued by the Planning Department on October 11, 2011, pursuant to City Code Section 108-226 that specifically waives requirements to provisions 108-413(b), 108-415(a) and 108-481(a).

c. Schools and Affordable Housing. School population is not affected, nor does the park create a need for housing.

d. Access to Historic Sites. The Master Plan provides improved access to the West Martello Tower, and the African Memorial and Grave yard by relocating Atlantic Boulevard away from the tower and grave sites and adding a multi-purpose gathering area. The additional graves discovered during ground penetrating radar studies are protected through the design that was approved for open space and passive recreational uses only. If additional gravesites are discovered when the present roadbed is moved, the gravesites will be protected and incorporated into the Memorial.

12. Agreement Between City and County Regarding Grant Funding

The City and the County agree to partner when seeking grants or other funding sources for the implementation of the Development Plan. The County is responsible for securing funding and the City shall provide as needed assistance. If the funding does not materialize the County staff and the City staff shall meet and make recommendations to their respective Boards to determine how to facilitate the completion of the roadway realignment plan. Nothing herein shall be construed to impart financial responsibility to the City to complete the Master Plan.

13. Approval of Minor Modifications

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The City Planning Director shall have the responsibility to review and approve any phasing schedule and may approve Administrative Modifications to the Master Plan that exceed the scope of a Minor Deviation pursuant to Code Section 108-91, in order to allow changes that improve the safety and public health of the park users, that may be required due to technical concerns, engineering considerations, to meet environmental goals, or to meet regulatory requirements and shall be promptly reviewed, and considered by the City Planner according to Chapter 108.

14. Fees Related to Development Agreement

The City agrees that during the entire term of the Agreement fees associated with this Development Agreement shall be waived due to the benefit received by the City and its residents as a result of the development of the Higgs Beach property and shall include, but not be limited to, application fees, permit fees, and impact fees.

15. Required Permits and Approvals

The following is a list of all development permits and approvals needed to be approved for the development of the property as specified and requested in this Agreement:

- a. Development Agreement; and
- b. Major Development Plan; and
- c. Building and related construction permits, including but not limited to paving, drainage, accessory structures, land clearing, and landscaping; and
- d. Federal, State, regional and local permits for storm water runoff, driveway connections, utility connections, and environmental (or endangered species) takings, when necessary and if required.
- e. FAA for relocation of the tower;
- f. Phasing Schedule for the implementation of the Development Plan approved by the City Planner.

16. Dedication of Property for Public Purpose

The dedicated purpose for use of the Property shall be as a public park, it is in the best interest of the City for the property to remain as a public park.

17. Finding of Consistency

By entering into this Agreement the City finds that the Development Plan Resolution 2012- ___ proposed for the Property as provided in this Agreement is consistent with City's Comprehensive Plan, Land Development Regulations as presently written.

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18. **Compliance with Permits, Terms, Conditions and Restrictions Not Identified**
Failure of the Development Agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

E. LOCAL LAWS AND POLICIES GOVERNING AGREEMENT.

This Agreement shall govern the development of the Property for the duration of the Agreement. During the term of the Agreement the City and County agree to abide by the respective Comprehensive Plans and Land Development Regulations in effect on the effective date of the Agreement.

City and County laws and policies adopted after the Effective Date may be applied to the Property only if the determinations required by Section 163.3233, Florida Statutes, have been made after written notice to County, the developer, and at a public hearing. This Development Agreement was drafted and delivered in the State of Florida and shall be construed by and enforced under the laws of the State of Florida.

F. BREACH OF AGREEMENT AND CURE PROVISIONS.

If development requirements are not satisfied, action in reliance on the development agreement or expenditures in pursuance of its terms shall not vest any development rights to the applicant/property owner. Failure to perform as specified in the development agreement shall not constitute partial performance and shall not entitle the applicant or property owner to a continuation of the development agreement.

G. AMENDMENT BY MUTUAL CONSENT.

The Development Agreement may be amended by mutual consent which shall require a written document approved by the City Commission and the Board of County Commissioners, and shall require two (2) public hearings by the City.

H. MODIFICATION OR INVOLUNTARY REVOCATION OF DEVELOPMENT AGREEMENT TO COMPLY WITH SUBSEQUENT STATE AND FEDERAL LAW.

In the event that any state or federal law is enacted after the execution of this Agreement that is applicable to and precludes the parties from complying with the terms of this Agreement, then this Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal law. Prior to modifying or revoking this Agreement under this provision, the City shall hold two public hearings.

I. RECORDING.

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Within 14 days of approval by the City the Agreement shall be recorded with the Clerk of the Circuit Court in the Public Records of Monroe County, at the expense of the County.

J. EFFECTIVE DATE AND DATE OF AGREEMENT.

This Agreement shall be effective when the Department of Economic Opportunity (DEO) waives their right to appeal or after the 45 day DOE appeal period, whichever comes first, as required pursuant to Section 380.05 Florida Statute. The date of this Development Agreement is the date the last party signs this Development Agreement.

K. ANNUAL REVIEW.

The City shall review the Development Agreement annually pursuant to Section 163.3235, Florida Statutes, and Section 90-688 of the City Code to determine if there has been demonstrated good faith compliance with the terms of the Development Agreement.

L. TERMINATION OF THE AGREEMENT BY THE PARTIES.

The Agreement may be terminated at any time by mutual consent or if the City finds, subsequent to an annual review, that there has been a failure to comply with the terms of the Development Agreement, the Agreement may be revoked or modified by the City. Such revocation shall be determined by the City Commission at a noticed public hearing and based on substantial competent evidence.

M. ASSIGNMENT OF AGREEMENT.

This Agreement, or portions thereof, shall not be assigned by County, without the express written approval of City, which consent may be withheld in the sole discretion of the City.

N. ENFORCEMENT.

Any party aggrieved or adversely affected person as defined in Section 163.3215(2) may file an action for injunctive relief in the circuit court in Key West, Florida to enforce the terms of this Agreement or to challenge compliance of the agreement with Sections 163.3220 – 163.3243, Florida Statutes.

O. SUCCESSORS.

This Agreement shall be binding upon all the parties and their successors in interest, heirs, assigns and personal representatives.

P. NOTICES.

The parties designate the following persons as representatives to be contacted and to receive all notices regarding this Agreement:

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For the City of Key West:

City Planning Director
Post Office Box 1409
Key West, FL 33040
Telephone: 305-809-3728

With a copy to:

City Manager
Post Office Box 1409
Key West, FL 33040
Telephone: 305-809-3888

City Attorney
Post Office Box 1409
Key West, FL 33040
Telephone: 305-809-3770

For the County:

County Administrator
1100 Simonton Street
Room 2-205
Key West, FL 33040
Telephone:

With a copy to:

County Attorney
PO Box 1026
Key West, FL 33040
Telephone:

Project Management
1100 Simonton Street
Room 2-216
Key West, FL 33040
Telephone:

All parties are responsible to notify the other in writing of a change of address for proper notice.

R. CONFLICTS.

In the event of a conflict between the provisions of this Development Agreement and City ordinances, the terms of this Development Agreement shall control.

S. SEVERABILITY.

Handwritten signature and initials

In the event any provision, paragraph or section of this Development Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Development Agreement.

T. SINGULAR AND PLURAL.

When the context requires, the singular includes the plural, and the plural includes the singular.

U. DUPLICATE ORIGINALS; COUNTERPARTS.

This Development Agreement may be executed in any number of originals and in counterparts.

V. HEADINGS.

The headings contained in this Development Agreement are for identification purposes only and shall not be construed to amend, modify, or alter the terms of the Development Agreement.

W. ENTIRETY OF AGREEMENT; INCORPORATION OF PRIOR DEVELOPMENT APPROVALS.

This Development Agreement incorporates or supersedes all prior negotiations, correspondence, conversations, agreements or understandings regarding the matters herein. The parties agree that there are no commitments, agreements, or understandings concerning the subjects covered by this Development Agreement that are not contained in or incorporated by reference. This Development Agreement contains the entire and exclusive understanding among the parties and may not be modified in any manner except by instrument in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives have set their hands and seals on the dates written below.

(SEAL)
Attest: **DANNY L. KOLHAGE, Clerk**

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

Date: _____

Date: _____

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(SEAL)

CITY OF KEY WEST

Attest:

By: _____
City Clerk

By: _____
Mayor

Date: _____

Date: _____

Approved as to Form and Legal Sufficiency:

City Attorney

DRAFT

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RESOLUTION NUMBER 2011-049

A RESOLUTION OF THE KEY WEST PLANNING BOARD GRANTING MAJOR DEVELOPMENT PLAN APPROVAL PER SECTIONS 108-91 AND 108-96 THROUGH 108-957 FOR PROPERTY LOCATED AT HIGGS BEACH PARK (RE# 00058800-000000, 00058790-000100, 00058790-000000), KEY WEST FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is located in the Public Service and Semipublic service (PS) zoning district; and

WHEREAS, Section 108-91 of the Code of Ordinances provides that outside the Historic District a Major Development Plan is required for the addition of outdoor activity or similar activities equal or greater than 5,000 square feet; and

WHEREAS, the applicant proposed a Master Plan with associated Landscape Plan and Civil Drainage Plan to redevelop the Higgs Beach Park; and

WHEREAS, Section 108-196(a) requires the Planning Board to review and approve, approve with conditions, or deny the proposed Major Development Plan; and


Chairman

Planning Director

WHEREAS, this matter came before the Planning Board at a duly noticed public hearing on October 20, 2011; and

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

WHEREAS, the granting of a Major Development application is in harmony with the general purpose and intent of the Land Development Regulations, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare; and

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

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

Section 2. That a Master Plan for redevelopment of Higgs Beach Park located in the PS zoning district per Section 108-91 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida (RE# 00058800-000000, 00058790-000100, 00058790-000000), as shown in the attached plans dated August 30, 2011 with the following conditions of approval:

General Conditions:

1. City Commission approval of the Intergovernmental Agreement


Chairman

Planning Director

2. Staff approval of a composting facility is required by the City's Planning and Engineering Departments. Operations maintenance of the composting center shall be provided by the County and will remain in its adjacent location as proposed on the site plans.
3. The recycling center shall be screened from view by a fence and vegetation approved by the City's Urban Forester.
4. The applicant is responsible for designing and submitting a Signage Plan that is compatible with Section 108-285 of the Code to the Planning Department for approval before implementation.
5. Construction on the site including the development of Nature Visitors Center is required to be consistent with Chapter 255.2575(2), Florida Statutes which requires compliance with an accepted third party environmental standard (see Attachment for the full language of the relevant section of the statute).
6. Lighting shall be designed to "Dark Sky" lighting standards and shall meet energy efficiency standards established by an accepted third party environmental standard consistent with F.S Chapter 255.2575(2).
7. Tree Commission approval is required for each phase of the removal/relocation and replacement of the Landscape Plan.
8. The wetland areas of the Whistling Duck Pond and the F.A.A Tower are required to be noted on the Landscape Plan. An upland/wetland jurisdictional line needs to be set for the area and work within the area requires environmental permitting and possible mitigation.


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Planning Director

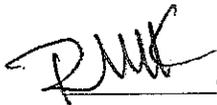
9. Revise design of scooter and bicycle parking areas to separate uses and add additional bollards or bicycle friendly parking areas throughout the park.

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

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

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

Section 6. This resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of Community Affairs. Pursuant to Chapter 9J-1, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DCA with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review

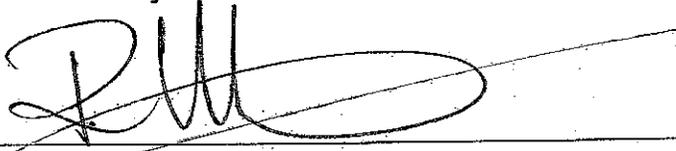

Chairman

Planning Director

period the DCA can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

Read and passed on first reading at a regularly scheduled meeting held this 20th day of October, 2011.

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



Richard Klittenick, Chairman
Key West Planning Board

10/28/2011

Date

Attest:



Donald Leland Craig, AICP
Planning Director

10/28/11

Date

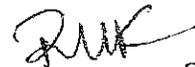
Filed with the Clerk:



Cheryl Smith, City Clerk

10-31-11

Date



Chairman



Planning Director

Site Plans

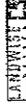

ac

WILLIAM P. HIGGS
ARCHITECT, P.A.

CLARENCE HIGGS
KEY WEST, FLORIDA
34890

TEL: 305-857-1111
F: 305-857-1112
E: WPH@HIGGSARCH.COM
WWW.HIGGSARCH.COM

HIGGS BEACH
KEY WEST, FL



METCALF & EDDY
INDUSTRIAL ENGINEERING
DESIGNERS

PAVING SPECIALTIES, INC.

BLAIR HARRISON, INC.



SCALE

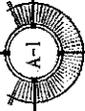
THE HIGGS ARCHITECTURE
STUDIO
1000 N. MIAMI AVENUE
MIAMI, FLORIDA 33136

DATE:
09-27-10
05-20-11 DRG
05-18-11 PL, SD

REVISIONS:
11
05-26-11
07-20-11

DESIGN BY
G.M.

PROJECT NUMBER
1008



SITE DATA	
SITE AREA: 762,891 SF, (7.6 ACRES)	
LAND USE: PS (PUBLIC SERVICES INC. RECREATION & OPEN SPACE)	
FLOOD ZONE: AE - 1/2 FT A.E. 1/30 YR. 110.0/A.E. 10 YR. 112	
SURVEY:	
FRONT SETBACK (W/1'S STREET)	
REQUIRED = 25'-0"	(WOOD DECK)
EXISTING = 25'-0"	(WOOD DECK)
PROPOSED = 25'-0"	(WOOD DECK)
SIDE SETBACK (GABLE, MASONRY CORNER)	
EXISTING = 18'-0"	(WOOD, TAPE IN PLAYGROUND)
PROPOSED = 24'-0"	(EQUIPMENT STORAGE)
REAR SETBACK (REINFORCED STREET)	
REQUIRED = 25'-0"	(WOOD DECK)
EXISTING = 25'-0"	(WOOD DECK)
PROPOSED = 25'-0"	(WOOD DECK)
COASTAL CONST. CONTROL LINE:	
REQUIRED = 5'-0"	(NEST MARTELLO)
EXISTING = 5'-0"	(NEST MARTELLO)
PROPOSED = 11'-0"	(NEST MARTELLO)
FRONT YARD AND SIDEWALK AREAS:	
ALLOWABLE: 0.3 MAX. (0.82/278 SF.)	
EXISTING: 0.02 (0.2/278 SF.)	
PROPOSED: 0.02 (2/278 SF.)	
HEIGHT: MAXIMUM: 35.0' (NEST MARTELLO)	
EXISTING: 25.0' (NEW VENTUR CENTER)	
PROPOSED: 25.0' (NEW VENTUR CENTER)	
LOT COVERAGE AREA:	
REQUIRED: 105,145 S.F. (45% MAX.)	
EXISTING: 33,244 S.F. (13.3%)	
PROPOSED: 32,972 S.F. (12.5%)	
IMPERVIOUS AREA:	
REQUIRED: 381,448 SF. (50% MAX.)	
EXISTING: 236,499 SF. (30.9%)	
PROPOSED: 299,333 SF. (39.2%)	
LANDSCAPE AREA:	
REQUIRED: 122,678 S.F. (16%)	
EXISTING: 52,339 S.F. (6.8%)	
PROPOSED: 60,100 S.F. (7.9%)	
OPEN SPACE (INCLUDES RECREATIONAL OPEN SPACE):	
REQUIRED: 163,678 S.F. (21.4%)	
EXISTING: 279,352 S.F. (36.6%)	
PROPOSED: 349,000 S.F. (45.7%)	
PARKING:	
EXISTING: 145 SPACES	
PROPOSED: 145 SPACES (INCLUDES 8 HANDICAP SPACES)	
BICYCLES/SCOOTER PARKING:	
EXISTING: 60 SPACES (416 NON CONFORMING)	
PROPOSED: 40 SPACES	

CLARENCE HIGGS BEACH MASTER PLAN KEY WEST, FLORIDA

MASTER PLAN TEAM MEMBERS		LIST OF DRAWINGS	
ARCHITECT: WILLIAM P. HIGGS ARCHITECT, P.A. WILLIAM P. HIGGS, P.E., LEED AP EVELYN MEDINA, LEED AP 885 E. 15TH ST. MIAMI, FL 33136 TEL: (305) 857-1111	PLANNER: MITCHELL PLANNING & DESIGN BRUCE W. MITCHELL, LEED AP 1840 S.W. 104th BLVD. #200 MIAMI, FL 33149 TEL: (305) 857-1111	LANDSCAPE DESIGN: LANDSCAPE DESIGN LINDSEY DEWITT LADO ROBERTS, PLA 8111 VENTURE PARK DR. #100 MIAMI, FL 33149 TEL: (305) 754-4174	A-1 COVER SHEET, SITE DATA. A-2 EXISTING SITE PLAN 1/4" = 60.0' A-3 PROPOSED SITE PLAN 1/4" = 60.0' A-4 PARTIAL SITE PLAN 3/4" = 150' A-5 PARTIAL SITE PLAN 3/4" = 150' A-6 PARTIAL SITE PLAN 3/4" = 150' A-7 VISITOR/IMMATURE CENTER, PLANS, ELEVATIONS & RENDERINGS A-7.1 VISITOR/IMMATURE CENTER, ELEVATIONS & RENDERINGS A-8 STORAGE BUILDINGS, PLANS, ELEVATIONS, RENDERINGS & SITE DETAILS E-1 LIGHTING SITE PLAN
CIVIL ENGINEERING: TREVOR ENGINEERING AND DEVELOPMENT, INC. ALLEN E. FRENZ, PE 3000 S.W. 87th AV. MIAMI, FL 33143 TEL: (305) 55-7940	LIGHTING DESIGN: HARRIS INC. SUDHIR SHARMA, PE, LEED AP 4400 S.W. 20TH AV. MIAMI, FL 33143 TEL: (305) 554-1664	TRAFFIC ENGINEERING: TRAVING TECH ENGINEERING JASON VANDER, PE 1000 N. UNIVERSITY DR. MIAMI, FL 33136 TEL: (305) 444-4400	C-1 CONCEPTUAL DRAINAGE PLAN C-2 CONCEPTUAL DRAINAGE PLAN A C-3 CONCEPTUAL DRAINAGE PLAN B C-4 CONCEPTUAL DRAINAGE PLAN C L-1 TREE IMPACT PLAN L-2 CODE PLANTING & TREE RELOCATIONS L-3 PLANTING DETAILS & SUGGESTED PLANT PALETTE SURVEY
ENGINEERING: ISLAND ENGINEERING, INC. FREDERICK H. HICZEMOND, PE 2515 N. WINDYWAY COR. #105 MIAMI, FL 33154 TEL: (305) 754-1616	STRUCTURAL: ISLAND ENGINEERING, INC. FREDERICK H. HICZEMOND, PE 2515 N. WINDYWAY COR. #105 MIAMI, FL 33154 TEL: (305) 754-1616		

CLARENCE HIGGS BEACH - MASTER PLAN
KEY WEST, FLORIDA

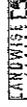
(Handwritten initials)

WILLIAM IRWIN
ARCHITECT, P.A.

ARCHITECT
KEY WEST, FLORIDA
305-838-1100

KEY WEST BEACH
KEY WEST, FLORIDA
305-838-1100

KEY WEST
KEY WEST, FL



REGISTERED ARCHITECT & DESIGNER

REGISTERED PROFESSIONAL ENGINEER

REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT

REGISTERED PROFESSIONAL SURVEYOR

REGISTERED PROFESSIONAL PLANNING

REGISTERED PROFESSIONAL HISTORIC PRESERVATION

REGISTERED PROFESSIONAL ENVIRONMENTAL ENGINEERING

REGISTERED PROFESSIONAL CIVIL ENGINEERING

REGISTERED PROFESSIONAL ELECTRICAL ENGINEERING

REGISTERED PROFESSIONAL MECHANICAL ENGINEERING

REGISTERED PROFESSIONAL CHEMICAL ENGINEERING

REGISTERED PROFESSIONAL METALLURGICAL ENGINEERING

REGISTERED PROFESSIONAL AERONAUTICAL ENGINEERING

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REGISTERED PROFESSIONAL INDUSTRIAL ENGINEERING

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REGISTERED PROFESSIONAL CIVIL ENGINEERING

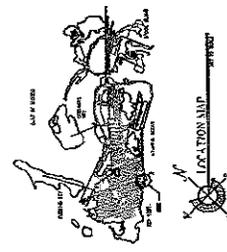
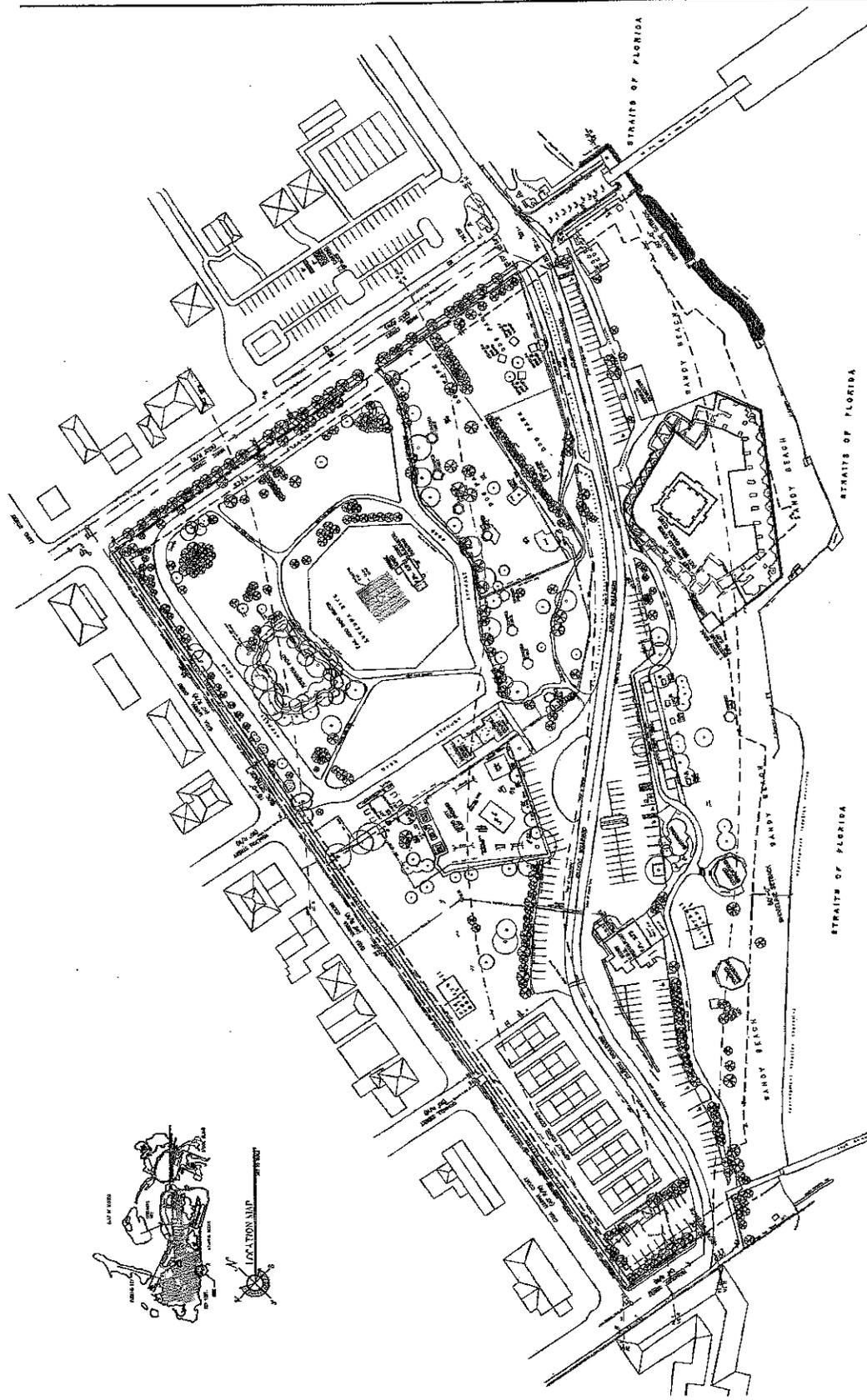
REGISTERED PROFESSIONAL ELECTRICAL ENGINEERING

REGISTERED PROFESSIONAL MECHANICAL ENGINEERING

REGISTERED PROFESSIONAL CHEMICAL ENGINEERING

REGISTERED PROFESSIONAL METALLURGICAL ENGINEERING

REGISTERED PROFESSIONAL AERONAUTICAL ENGINEERING



EXISTING SITE PLAN
SCALE: 1" = 80'-0"
SITE PLAN BASED ON INFORMATION OBTAINED FROM SURVEY PREPARED
BY FREDERICK H. HALDRUP, SURVEYOR DATED ON 04-23-10

CLARENCE HIGGS BEACH - MASTER PLAN

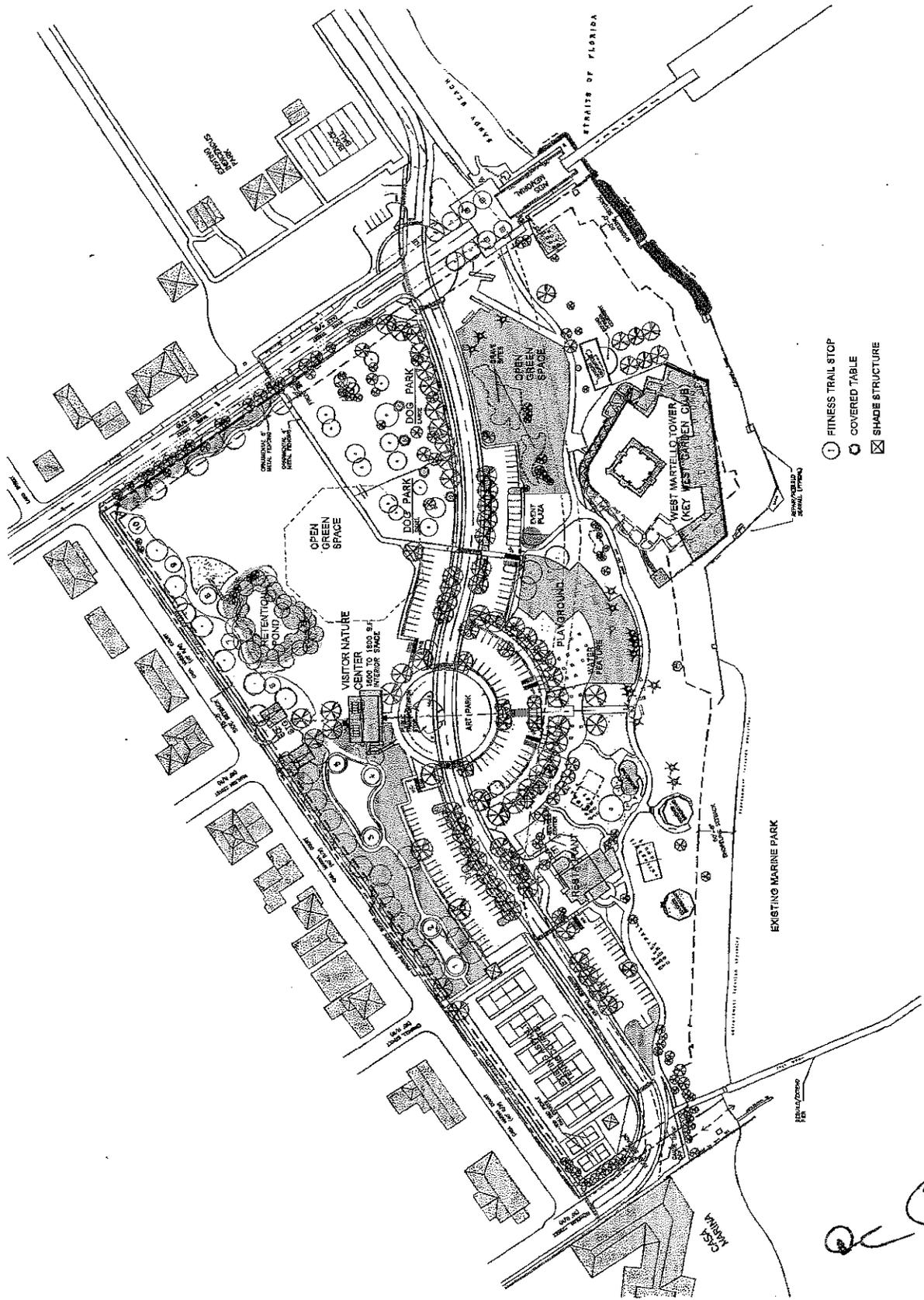
(KEY WEST, FLORIDA)

A-2

RECEIVED
August 30, 2011
KW Planning Dept



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- ① FITNESS TRAIL STOP
- COVERED TABLE
- ▣ SHADE STRUCTURE

QC (RM)

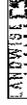
WILLIAM P. MOHN
ARCHITECT, P.A.

REGISTERED
ARCHITECT
FLORIDA
NO. 1000

THE ASSOCIATION
OF ARCHITECTS
OF FLORIDA
MEMBER

MEMBER
OF THE AMERICAN
INSTITUTE OF ARCHITECTS

KEY WEST, FL
KEY WEST, FL



REGISTERED ARCHITECT
FLORIDA

MEMBER OF THE
AMERICAN INSTITUTE
OF ARCHITECTS

MEMBER OF THE
FLORIDA ARCHITECTURAL
SOCIETY

DATE
08-22-10
08-31-11
08-14-11
08-25-11

REVISIONS
10-2-10
01-04-11
02-25-11

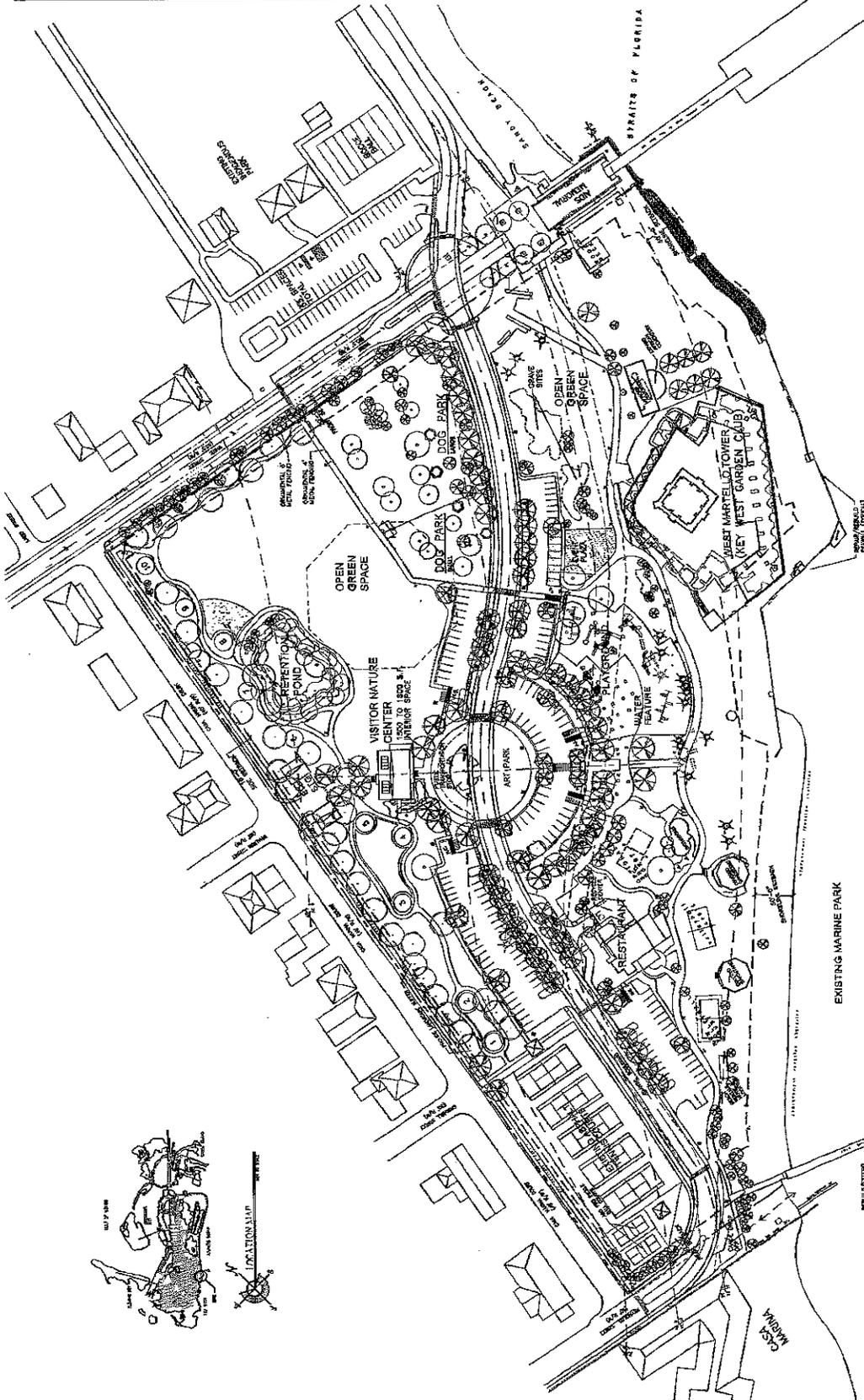
DESIGNED BY
ENR
ENR

PROJECT NO.
1000

SCALE
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RECEIVED
August 24, 2011
KW Planning Dept



- FITNESS TRAIL STOP
- COVERED TABLE
- ☒ SHADE STRUCTURE

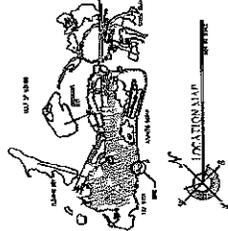
SCALE: 1" = 60'-0"

PROPOSED SITE PLAN - OPTION F

SITE PLAN BASED ON INFORMATION OBTAINED FROM SURVEY PREPARED BY FREDERICK H. HILDEBRANDT, SURVEYOR DATED ON 04-23-10

CLARENCE HIGGS BEACH - MASTER PLAN

KEY WEST, FLORIDA



Handwritten initials 'RM'

WILLIAM P. HARRY
ARCHITECT, P.A.

REGISTERED
ARCHITECT
FLORIDA
NO. 10000

THE UNIVERSITY OF
FLORIDA
SYSTEMS
LIBRARY
GAINESVILLE, FLORIDA

HIGGS BEACH
KEY WEST, FL



REGISTERED PROFESSIONAL ENGINEER
FLORIDA
NO. 10000

REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT
FLORIDA
NO. 10000

REGISTERED PROFESSIONAL ARCHITECT
FLORIDA
NO. 10000

DATE: 08/22/10
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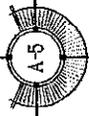
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DRAWN BY: [Name]

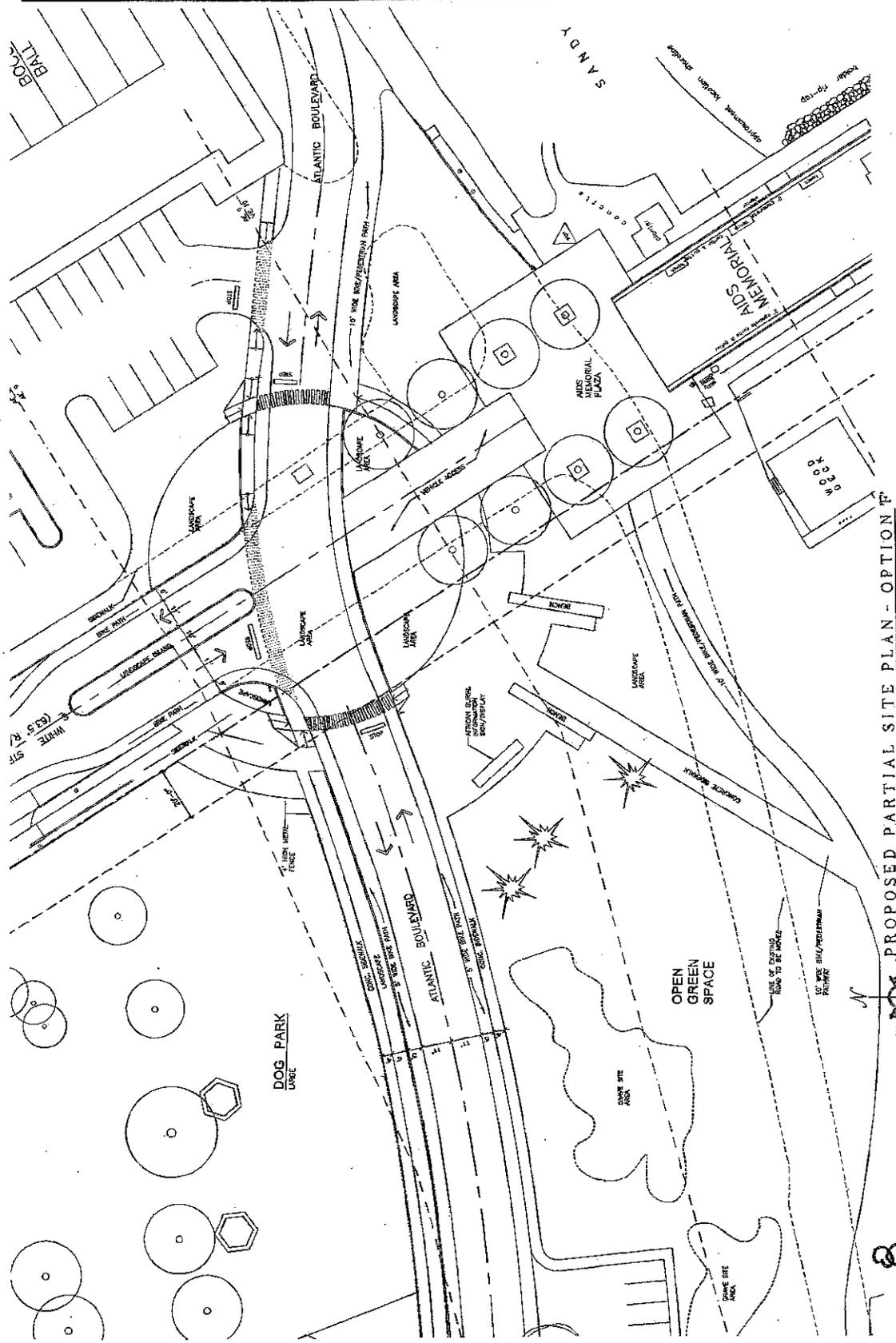
CHECKED BY: [Name]

DATE: [Date]

SCALE: 1/8" = 1'-0"



RECEIVED
August 10, 2011
KEY WEST PLANNING DEPT



PROPOSED PARTIAL SITE PLAN - OPTION F
SCALE: 1/8" = 1'-0"

SITE PLAN BASED ON INFORMATION OBTAINED FROM SURVEY PREPARED BY FREDERICK H. HILDBRANDT, SURVEYOR DATED ON 04-23-10

CLARENCE HIGGS BEACH - MASTER PLAN
KEY WEST, FLORIDA

PK

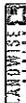
WILLIAM F. JERRY
ARCHITECT, P.A.

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HIGGS BEACH
KEY WEST, FL



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SEAL

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DATE
08-20-10
08-20-11 DJC

DESIGNER
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DRAWN BY
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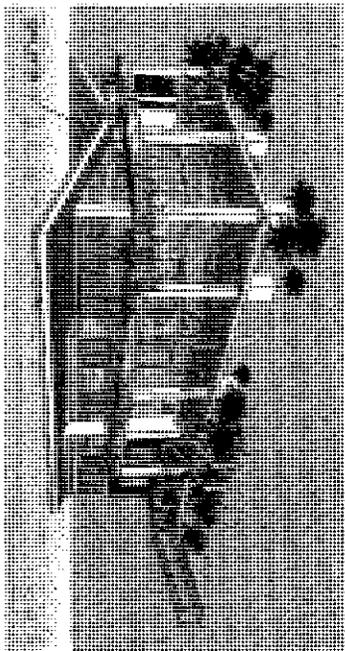
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11111

A-7.1

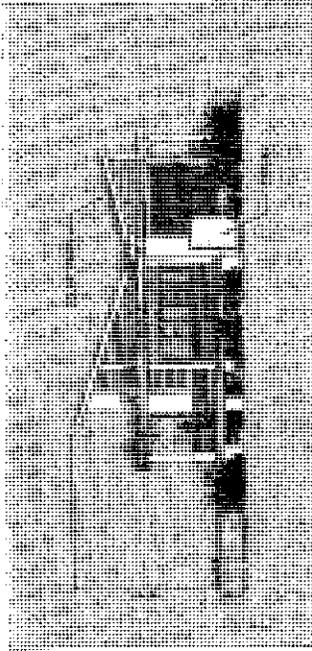
RECEIVED
August 30, 2011
KW Planning Dept



CLARENCE HIGGS BEACH - MASTER PLAN
KEY WEST, FLORIDA

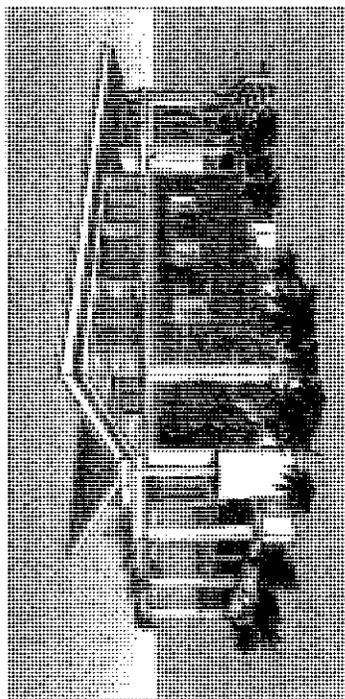


PERSPECTIVE 4 - SOUTHEAST

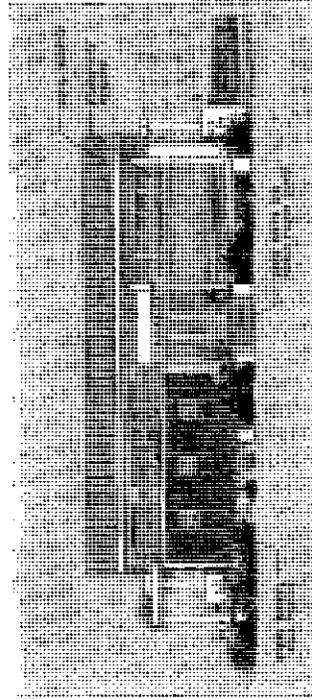


EAST ELEVATION

SCALE: 1/8"=1'-0"



PERSPECTIVE 3 - NORTHEAST



REAR ELEVATION

SCALE: 1/8"=1'-0"

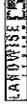
Handwritten signature or initials.

WILLIAM R. IBER
ARCHITECT, P.A.

250 EASTERN AVENUE
KEY WEST, FLORIDA
33090

THE INTERIOR DESIGN
FURNITURE PROJECTS
LAWSON, MA
111 BROADWAY

WIGGS BEACH
KEY WEST, FL.



LANDSCAPE ARCHITECTURE

ARCHITECTURAL PHOTOGRAPHY

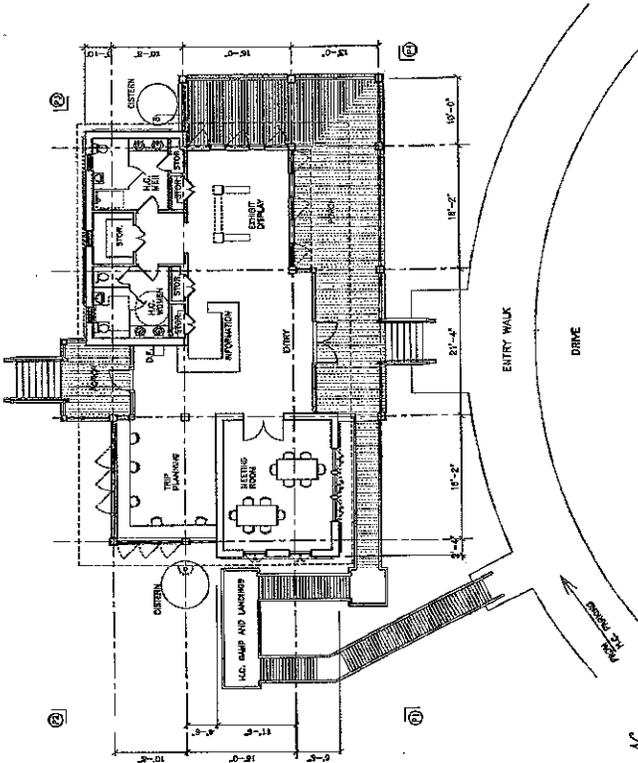
TRAFFIC ENGINEERING

PLANNING SERVICES

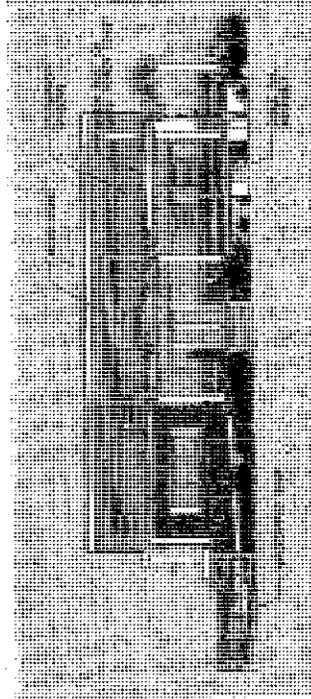


SCALE

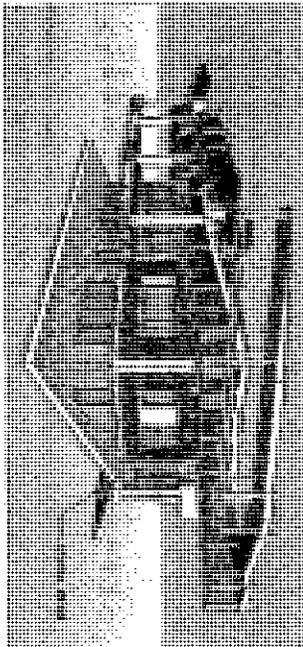
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02-28-11



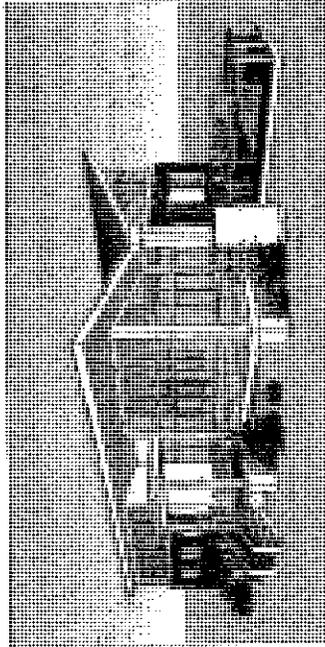
VISITOR - NATURE CENTER
SCALE: 1/8"=1'-0"



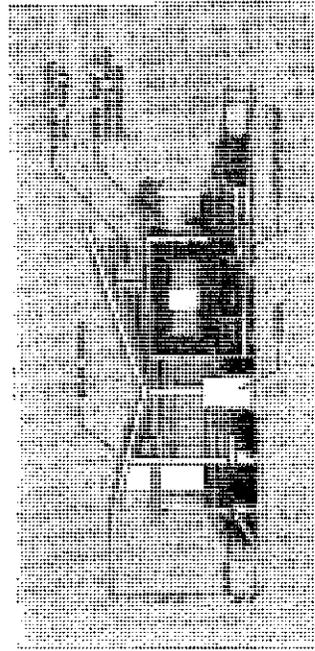
SOUTH ELEVATION - FRONT
SCALE: 1/8"=1'-0"



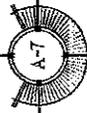
PERSPECTIVE 1 - SOUTHWEST



PERSPECTIVE 2 - NORTHWEST



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



RECEIVED
August 30, 2011
KW Planning Dept

CLARENCE HIGGS BEACH - MASTER PLAN

KEY WEST, FLORIDA

Handwritten signature and initials: *RL*
OC

WILLIAM P. ROHN
ARCHITECT, P.A.

STATIONARY
AUTOMATIC
FLORIDA
3849

TEL. 904-241-1111
1111 N. UNIVERSITY
LAKELAND, FLORIDA
33801

W. P. ROHN
KEY WEST, FL.

LAROWISE
ARCHITECTS

DESIGNER: W. P. ROHN & ASSOCIATES

ARCHITECT: W. P. ROHN & ASSOCIATES

TRAFFIC TEST ENGINEERING

PLANNING ENGINEERING INC.

SCALE

DATE

REVISIONS

DESIGNED BY

DRAWN BY

CHECKED BY

APPROVED BY

DATE

REVISIONS

DESIGNED BY

DRAWN BY

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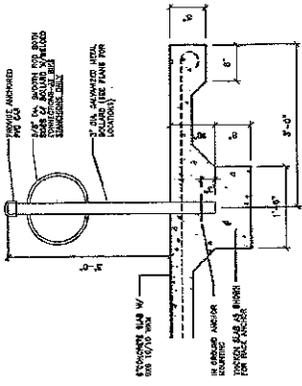
DATE

REVISIONS

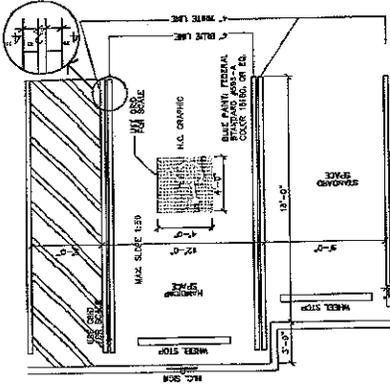
DESIGNED BY

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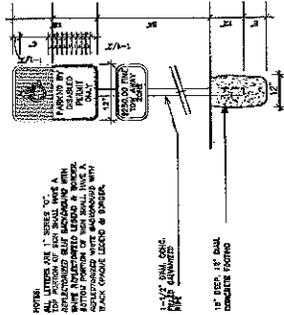
CHECKED BY



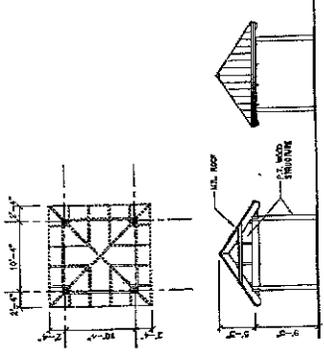
1.1 BIKE RACK DETAIL AND BOLLARD SIM.
SCALE: 1"=1'-0"



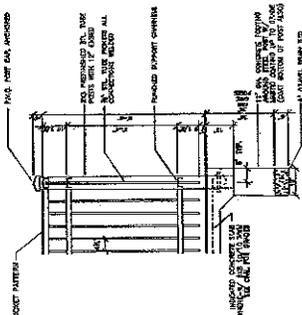
1.2 H.C. PARKING DETAIL
SCALE: 1/2"=1'-0"



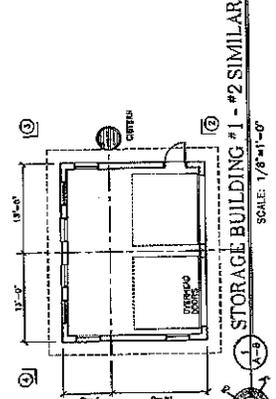
1.6 H.C. PARKING SIGN
SCALE: 1"=1'-0"



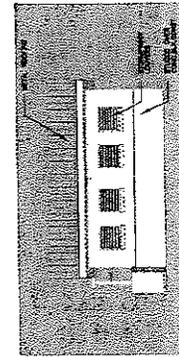
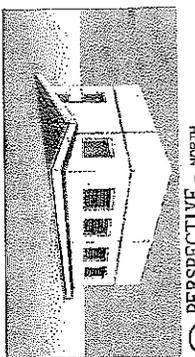
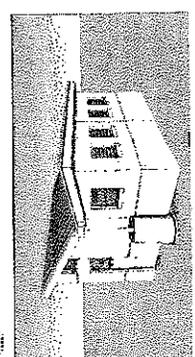
1.8 SHADE PAVILION
SCALE: 1/4"=1'-0"



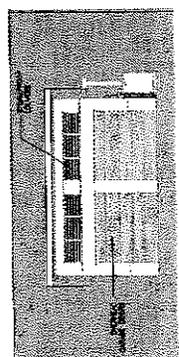
1.5 FENCE DETAIL
SCALE: 1/2"=1'-0"



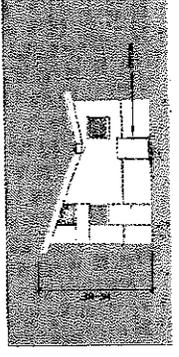
1.4 STORAGE BUILDING #1 - #2 SIMILAR
SCALE: 1/8"=1'-0"



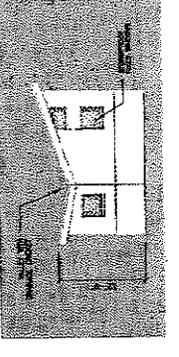
1.3 REAR
SCALE: 1/8"=1'-0"



1.7 RIGHT SIDE
SCALE: 1/8"=1'-0"



1.6 LEFT SIDE
SCALE: 1/8"=1'-0"



A-8

RECEIVED
August 25, 2011
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CLARENCE HIGGS BEACH - MASTER PLAN
KEY WEST, FLORIDA

[Handwritten signature]

WILLIAM P. HORN
ARCHITECT, P.A.

REGISTERED
PLANNING
ARCHITECT
NO. 100000000
FLA. REG. NO. 100000000

PROFESSIONAL
KEY WEST, FL.

LANDWISER
ARCHITECTS

REGISTERED ARCHITECTS
NO. 100000000
FLA. REG. NO. 100000000

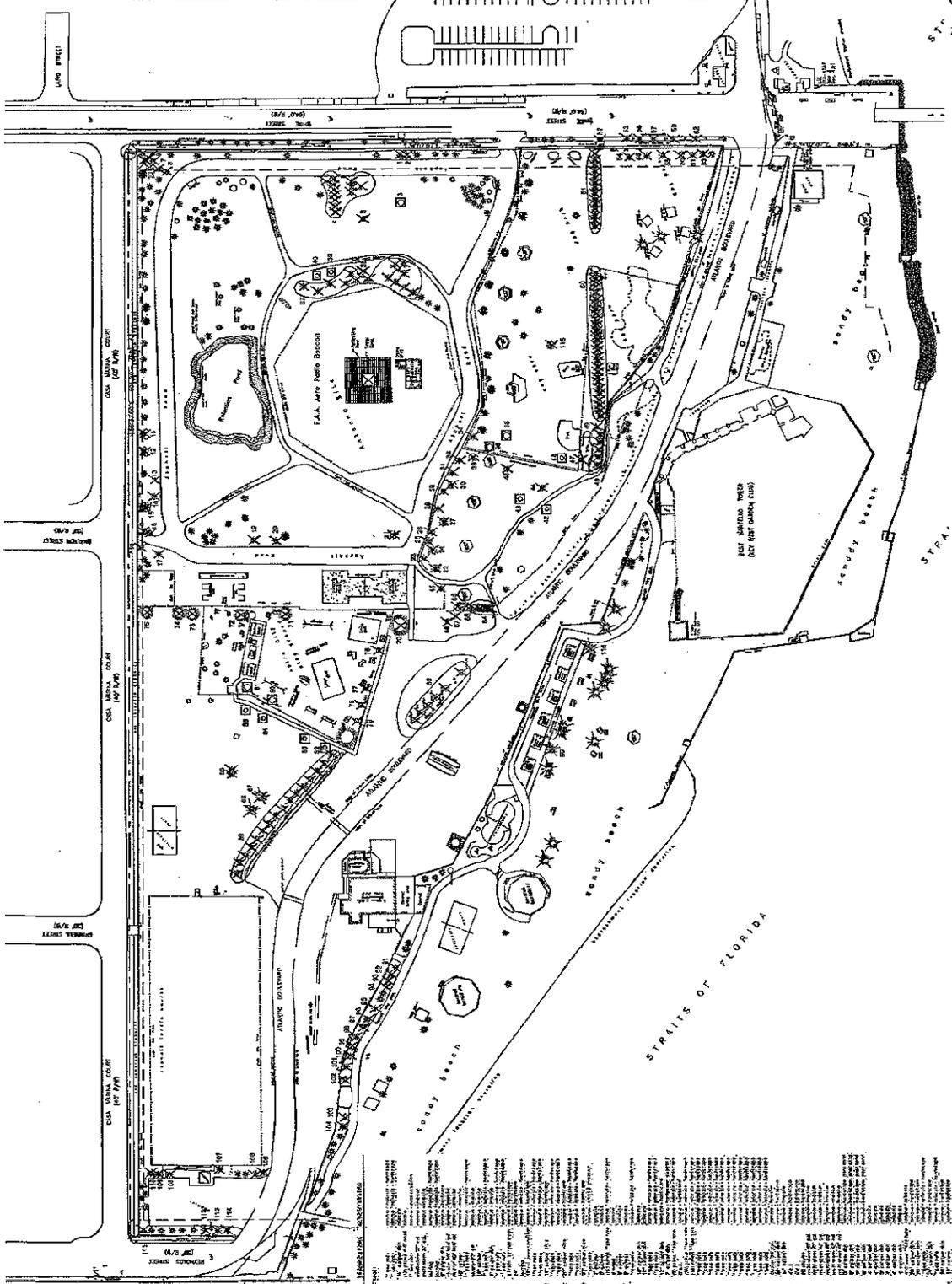
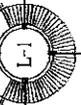
DATE
07-14-10

DESIGNED BY
L.H.R.

DRAWN BY
L.H.R.

CHECKED BY
L.H.R.

SCALE: 1" = 40'-0"



GENERAL TREE LEGEND

- Indicated tree
- Indicated tree 1" to 4"
- Indicated tree 4" to 12"
- Indicated tree 12" to 18"
- Indicated tree 18" to 24"
- Indicated tree 24" to 36"
- Indicated tree 36" to 48"
- Indicated tree 48" to 60"
- Indicated tree 60" to 72"
- Indicated tree 72" to 84"
- Indicated tree 84" to 96"
- Indicated tree 96" to 108"
- Indicated tree 108" to 120"
- Indicated tree 120" to 132"
- Indicated tree 132" to 144"
- Indicated tree 144" to 156"
- Indicated tree 156" to 168"
- Indicated tree 168" to 180"
- Indicated tree 180" to 192"
- Indicated tree 192" to 204"
- Indicated tree 204" to 216"
- Indicated tree 216" to 228"
- Indicated tree 228" to 240"
- Indicated tree 240" to 252"
- Indicated tree 252" to 264"
- Indicated tree 264" to 276"
- Indicated tree 276" to 288"
- Indicated tree 288" to 300"
- Indicated tree 300" to 312"
- Indicated tree 312" to 324"
- Indicated tree 324" to 336"
- Indicated tree 336" to 348"
- Indicated tree 348" to 360"
- Indicated tree 360" to 372"
- Indicated tree 372" to 384"
- Indicated tree 384" to 396"
- Indicated tree 396" to 408"
- Indicated tree 408" to 420"
- Indicated tree 420" to 432"
- Indicated tree 432" to 444"
- Indicated tree 444" to 456"
- Indicated tree 456" to 468"
- Indicated tree 468" to 480"
- Indicated tree 480" to 492"
- Indicated tree 492" to 504"
- Indicated tree 504" to 516"
- Indicated tree 516" to 528"
- Indicated tree 528" to 540"
- Indicated tree 540" to 552"
- Indicated tree 552" to 564"
- Indicated tree 564" to 576"
- Indicated tree 576" to 588"
- Indicated tree 588" to 600"
- Indicated tree 600" to 612"
- Indicated tree 612" to 624"
- Indicated tree 624" to 636"
- Indicated tree 636" to 648"
- Indicated tree 648" to 660"
- Indicated tree 660" to 672"
- Indicated tree 672" to 684"
- Indicated tree 684" to 696"
- Indicated tree 696" to 708"
- Indicated tree 708" to 720"
- Indicated tree 720" to 732"
- Indicated tree 732" to 744"
- Indicated tree 744" to 756"
- Indicated tree 756" to 768"
- Indicated tree 768" to 780"
- Indicated tree 780" to 792"
- Indicated tree 792" to 804"
- Indicated tree 804" to 816"
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- Indicated tree 828" to 840"
- Indicated tree 840" to 852"
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- Indicated tree 864" to 876"
- Indicated tree 876" to 888"
- Indicated tree 888" to 900"
- Indicated tree 900" to 912"
- Indicated tree 912" to 924"
- Indicated tree 924" to 936"
- Indicated tree 936" to 948"
- Indicated tree 948" to 960"
- Indicated tree 960" to 972"
- Indicated tree 972" to 984"
- Indicated tree 984" to 996"
- Indicated tree 996" to 1008"
- Indicated tree 1008" to 1020"
- Indicated tree 1020" to 1032"
- Indicated tree 1032" to 1044"
- Indicated tree 1044" to 1056"
- Indicated tree 1056" to 1068"
- Indicated tree 1068" to 1080"
- Indicated tree 1080" to 1092"
- Indicated tree 1092" to 1104"
- Indicated tree 1104" to 1116"
- Indicated tree 1116" to 1128"
- Indicated tree 1128" to 1140"
- Indicated tree 1140" to 1152"
- Indicated tree 1152" to 1164"
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- Indicated tree 1368" to 1380"
- Indicated tree 1380" to 1392"
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- Indicated tree 1404" to 1416"
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- Indicated tree 1428" to 1440"
- Indicated tree 1440" to 1452"
- Indicated tree 1452" to 1464"
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- Indicated tree 1824" to 1836"
- Indicated tree 1836" to 1848"
- Indicated tree 1848" to 1860"
- Indicated tree 1860" to 1872"
- Indicated tree 1872" to 1884"
- Indicated tree 1884" to 1896"
- Indicated tree 1896" to 1908"
- Indicated tree 1908" to 1920"
- Indicated tree 1920" to 1932"
- Indicated tree 1932" to 1944"
- Indicated tree 1944" to 1956"
- Indicated tree 1956" to 1968"
- Indicated tree 1968" to 1980"
- Indicated tree 1980" to 1992"
- Indicated tree 1992" to 2004"
- Indicated tree 2004" to 2016"
- Indicated tree 2016" to 2028"
- Indicated tree 2028" to 2040"
- Indicated tree 2040" to 2052"
- Indicated tree 2052" to 2064"
- Indicated tree 2064" to 2076"
- Indicated tree 2076" to 2088"
- Indicated tree 2088" to 2100"
- Indicated tree 2100" to 2112"
- Indicated tree 2112" to 2124"
- Indicated tree 2124" to 2136"
- Indicated tree 2136" to 2148"
- Indicated tree 2148" to 2160"
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- Indicated tree 2220" to 2232"
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- Indicated tree 2280" to 2292"
- Indicated tree 2292" to 2304"
- Indicated tree 2304" to 2316"
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- Indicated tree 2328" to 2340"
- Indicated tree 2340" to 2352"
- Indicated tree 2352" to 2364"
- Indicated tree 2364" to 2376"
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- Indicated tree 2388" to 2400"
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- Indicated tree 2424" to 2436"
- Indicated tree 2436" to 2448"
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- Indicated tree 2460" to 2472"
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- Indicated tree 2496" to 2508"
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- Indicated tree 2940" to 2952"
- Indicated tree 2952" to 2964"
- Indicated tree 2964" to 2976"
- Indicated tree 2976" to 2988"
- Indicated tree 2988" to 3000"

CLARENCE HIGGS BEACH - TREE IMPACT PLAN
KEY WEST, FLORIDA



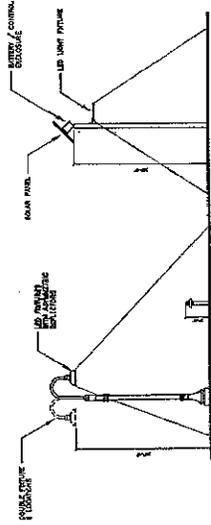
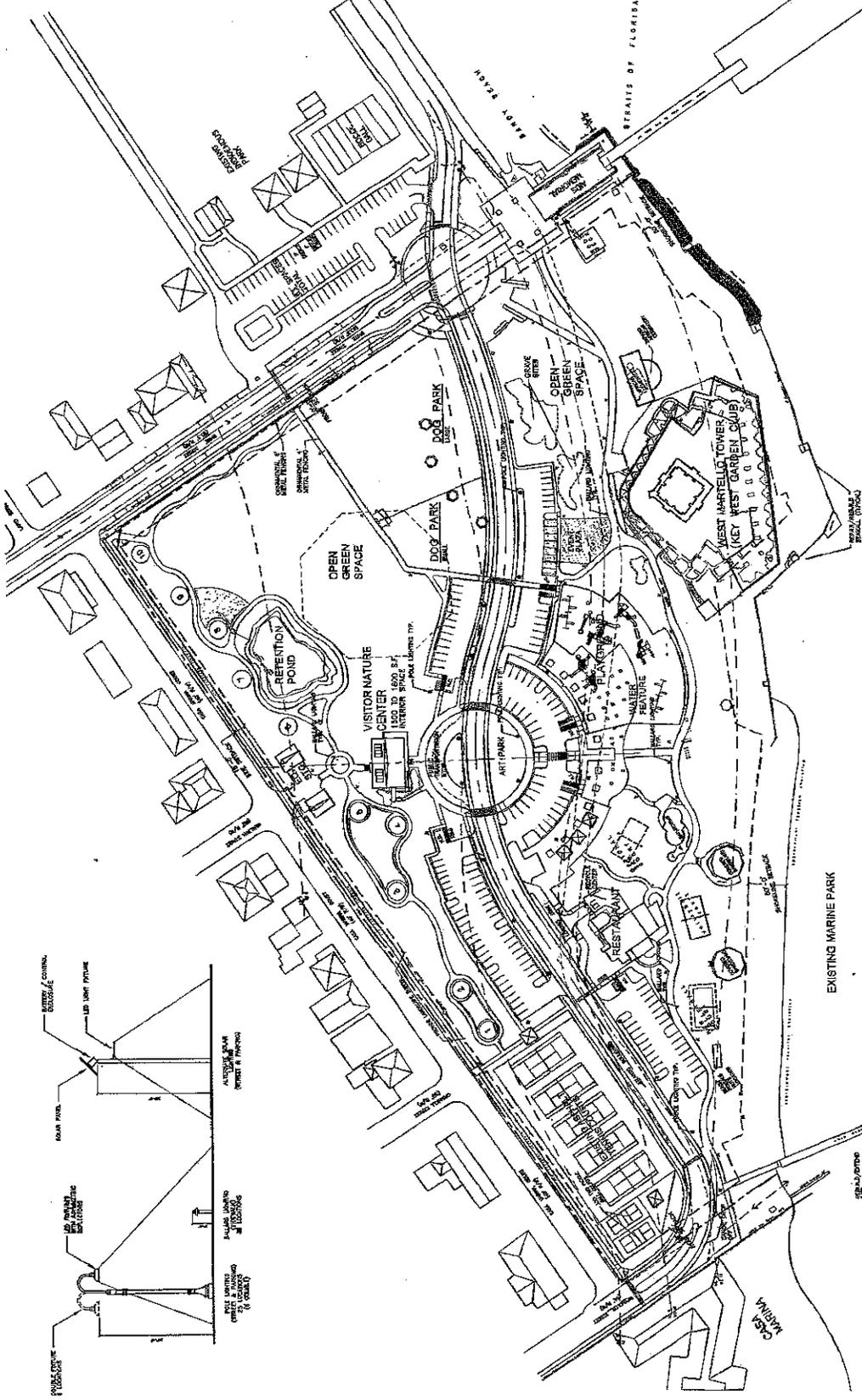
RECEIVED
August 20, 2010
FCW Planning Dept

Handwritten signature and initials.

WILLIAM HIGGS ARCHITECT, P.A.

PROJECT NO. 04-23-10
 KEY WEST, FLORIDA

DATE: 06-24-11



- FITNESS TRAIL STOP
- ⊕ POLE LIGHTING (STREET & PARKING)
- ⊕ BALLARD LIGHTING (SIDEWALK)
- ⊕ COVERED TABLE
- ⊕ SHADE STRUCTURE

SCALE: 1" = 60'-0"

SITE PLAN BASED ON INFORMATION PROVIDED BY CLIENT. ALL RIGHTS RESERVED.
 BY FREDERICK W. HIGGS ARCHITECT, SURVEY DATED ON 04-23-10



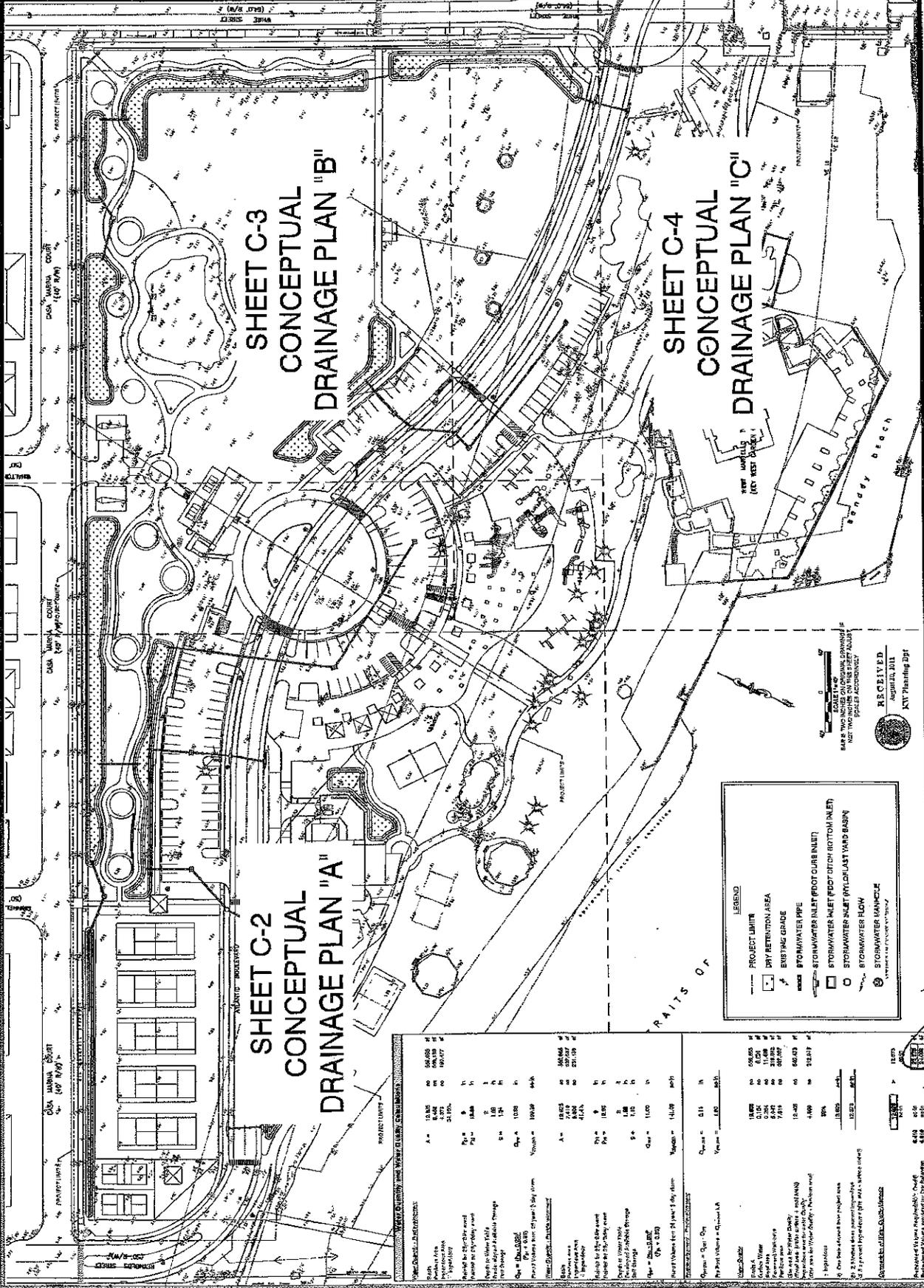
CLARENCE HIGGS BEACH - MASTER PLAN
 KEY WEST, FLORIDA

RECEIVED
 August 30, 2011
 KW Planning Dept



E-1

(Handwritten signature)



**SHEET C-3
 CONCEPTUAL
 DRAINAGE PLAN "B"**

**SHEET C-2
 CONCEPTUAL
 DRAINAGE PLAN "A"**

**SHEET C-4
 CONCEPTUAL
 DRAINAGE PLAN "C"**

LEGEND

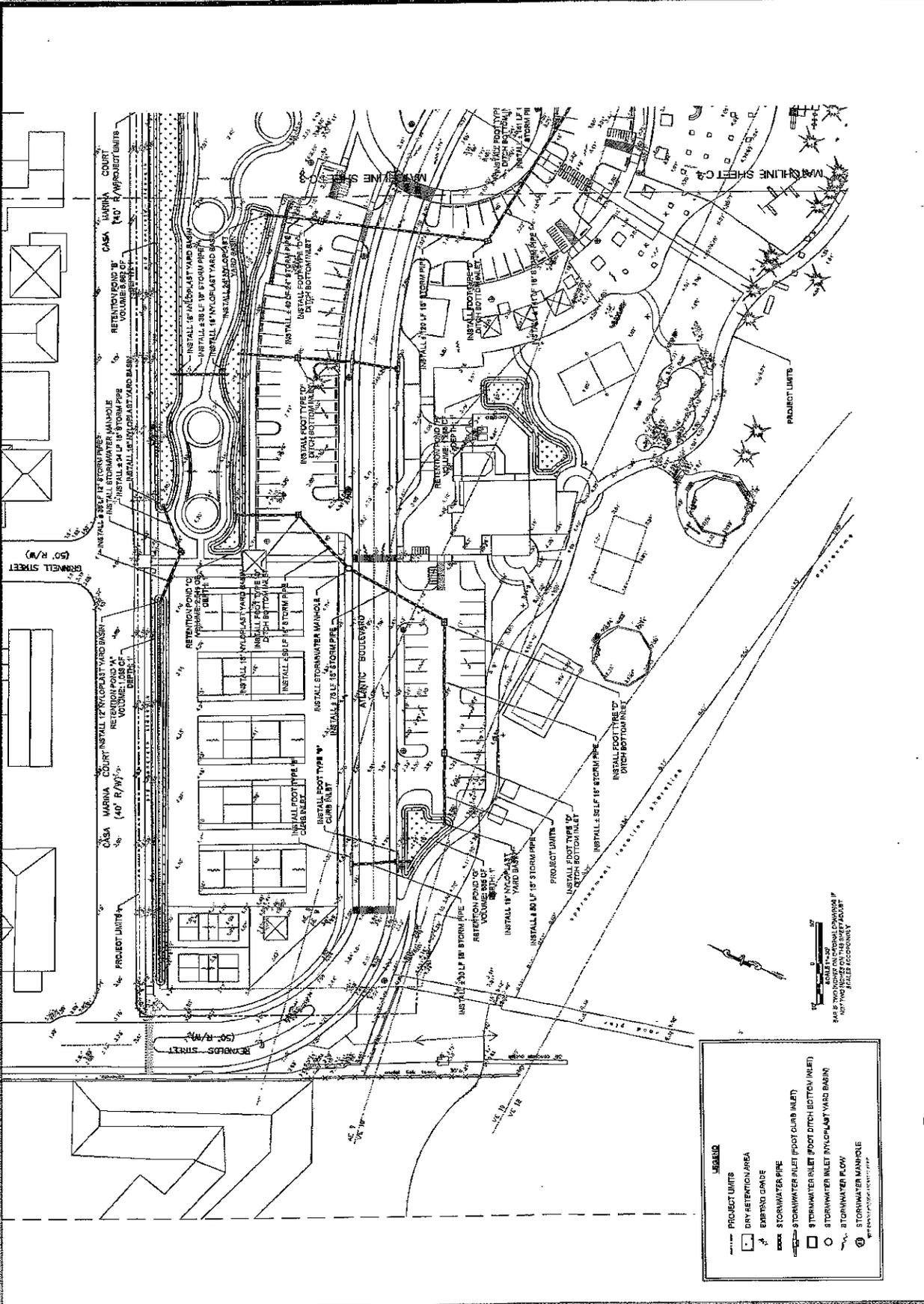
- PROJECT LIMITS
- DRY RETENTION AREA
- EXISTING GRADE
- STORMWATER PIPE
- STORMWATER INLET (FOOT CATCH BASIN)
- STORMWATER INLET (FLUSH WARD BASIN)
- STORMWATER FLOW
- STORMWATER MANHOLE

HYDROLOGICAL DATA

Area	Area (sq ft)	Area (ac)	Volume (cu ft)	Volume (cu yd)
A	10,000	0.23	1,000,000	73,000
B	8,000	0.18	800,000	58,000
C	12,000	0.28	1,200,000	88,000
D	15,000	0.34	1,500,000	110,000
E	20,000	0.46	2,000,000	147,000
F	25,000	0.57	2,500,000	184,000
G	30,000	0.69	3,000,000	221,000
H	35,000	0.80	3,500,000	258,000
I	40,000	0.92	4,000,000	295,000
J	45,000	1.03	4,500,000	332,000
K	50,000	1.15	5,000,000	369,000
L	55,000	1.26	5,500,000	406,000
M	60,000	1.38	6,000,000	443,000
N	65,000	1.50	6,500,000	480,000
O	70,000	1.61	7,000,000	517,000
P	75,000	1.73	7,500,000	554,000
Q	80,000	1.85	8,000,000	591,000
R	85,000	1.96	8,500,000	628,000
S	90,000	2.08	9,000,000	665,000
T	95,000	2.20	9,500,000	702,000
U	100,000	2.31	10,000,000	739,000
V	105,000	2.43	10,500,000	776,000
W	110,000	2.55	11,000,000	813,000
X	115,000	2.66	11,500,000	850,000
Y	120,000	2.78	12,000,000	887,000
Z	125,000	2.90	12,500,000	924,000
AA	130,000	3.02	13,000,000	961,000
AB	135,000	3.13	13,500,000	998,000
AC	140,000	3.25	14,000,000	1,035,000
AD	145,000	3.37	14,500,000	1,072,000
AE	150,000	3.49	15,000,000	1,109,000
AF	155,000	3.60	15,500,000	1,146,000
AG	160,000	3.72	16,000,000	1,183,000
AH	165,000	3.84	16,500,000	1,220,000
AI	170,000	3.96	17,000,000	1,257,000
AJ	175,000	4.07	17,500,000	1,294,000
AK	180,000	4.19	18,000,000	1,331,000
AL	185,000	4.31	18,500,000	1,368,000
AM	190,000	4.43	19,000,000	1,405,000
AN	195,000	4.54	19,500,000	1,442,000
AO	200,000	4.66	20,000,000	1,479,000
AP	205,000	4.78	20,500,000	1,516,000
AQ	210,000	4.90	21,000,000	1,553,000
AR	215,000	5.01	21,500,000	1,590,000
AS	220,000	5.13	22,000,000	1,627,000
AT	225,000	5.25	22,500,000	1,664,000
AU	230,000	5.37	23,000,000	1,701,000
AV	235,000	5.48	23,500,000	1,738,000
AW	240,000	5.60	24,000,000	1,775,000
AX	245,000	5.72	24,500,000	1,812,000
AY	250,000	5.84	25,000,000	1,849,000
AZ	255,000	5.96	25,500,000	1,886,000
BA	260,000	6.07	26,000,000	1,923,000
BB	265,000	6.19	26,500,000	1,960,000
BC	270,000	6.31	27,000,000	1,997,000
BD	275,000	6.43	27,500,000	2,034,000
BE	280,000	6.54	28,000,000	2,071,000
BF	285,000	6.66	28,500,000	2,108,000
BG	290,000	6.78	29,000,000	2,145,000
BH	295,000	6.90	29,500,000	2,182,000
BI	300,000	7.02	30,000,000	2,219,000
BJ	305,000	7.13	30,500,000	2,256,000
BK	310,000	7.25	31,000,000	2,293,000
BL	315,000	7.37	31,500,000	2,330,000
BM	320,000	7.49	32,000,000	2,367,000
BN	325,000	7.60	32,500,000	2,404,000
BO	330,000	7.72	33,000,000	2,441,000
BP	335,000	7.84	33,500,000	2,478,000
BQ	340,000	7.96	34,000,000	2,515,000
BR	345,000	8.07	34,500,000	2,552,000
BS	350,000	8.19	35,000,000	2,589,000
BT	355,000	8.31	35,500,000	2,626,000
BU	360,000	8.43	36,000,000	2,663,000
BV	365,000	8.54	36,500,000	2,700,000
BW	370,000	8.66	37,000,000	2,737,000
BX	375,000	8.78	37,500,000	2,774,000
BY	380,000	8.90	38,000,000	2,811,000
BZ	385,000	9.01	38,500,000	2,848,000
CA	390,000	9.13	39,000,000	2,885,000
CB	395,000	9.25	39,500,000	2,922,000
CC	400,000	9.37	40,000,000	2,959,000
CD	405,000	9.48	40,500,000	3,000,000
CE	410,000	9.60	41,000,000	3,041,000
CF	415,000	9.72	41,500,000	3,082,000
CG	420,000	9.84	42,000,000	3,123,000
CH	425,000	9.96	42,500,000	3,164,000
CI	430,000	10.07	43,000,000	3,205,000
CJ	435,000	10.19	43,500,000	3,246,000
CK	440,000	10.31	44,000,000	3,287,000
CL	445,000	10.43	44,500,000	3,328,000
CM	450,000	10.54	45,000,000	3,369,000
CN	455,000	10.66	45,500,000	3,410,000
CO	460,000	10.78	46,000,000	3,451,000
CP	465,000	10.90	46,500,000	3,492,000
CQ	470,000	11.02	47,000,000	3,533,000
CR	475,000	11.13	47,500,000	3,574,000
CS	480,000	11.25	48,000,000	3,615,000
CT	485,000	11.37	48,500,000	3,656,000
CU	490,000	11.49	49,000,000	3,697,000
CV	495,000	11.60	49,500,000	3,738,000
CV	500,000	11.72	50,000,000	3,779,000

Handwritten signature/initials

RECEIVED
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LEGEND

[Symbol]	PROJECT LIMITS
[Symbol]	DRY RETENTION AREA
[Symbol]	EXISTING GRADE
[Symbol]	STORMWATER PIPE
[Symbol]	STORMWATER RILET (FOOT CURB INLET)
[Symbol]	STORMWATER RILET (FOOT DITCH BOTTOM INLET)
[Symbol]	STORMWATER RILET (IN-CURB LAST YARD BASIN)
[Symbol]	STORMWATER FLOW
[Symbol]	STORMWATER MANHOLE

P. PEREZ
 PROJECT NO. 2018-0018
 DATE: 08/20/2018

RESOLUTION NO. 12-018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, GRANTING PERMISSION TO INITIATE A DEVELOPMENT AGREEMENT FOR THE HIGGS BEACH PARK PROPERTY (1000 ATLANTIC BOULEVARD); PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 90-679 of the Code of Ordinances, the City Commission is allowed to determine whether it is willing to consider entering into a proposed Development Agreement prior to the commencement of the normal process of approving a Development Agreement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the City Commission is amenable to considering a development agreement for the Higgs Beach Park property (1000 Atlantic Boulevard) in accordance with section 90-679 of the Code of Ordinances.

Section 2: That Monroe County is encouraged to work with Planning and City staff in the submission of such a development agreement for City Commission consideration.

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

Passed and adopted by the City Commission at a meeting held this 3rd day of January, 2012.

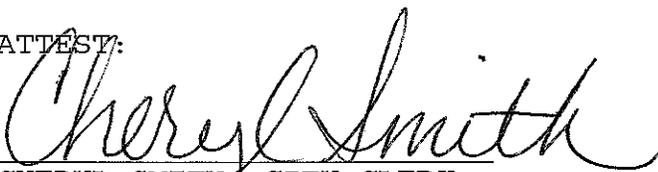
Authenticated by the presiding officer and Clerk of the Commission on January 4, 2012.

Filed with the Clerk January 4, 2012.



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

EXECUTIVE SUMMARY



To: Jim Scholl, City Manager
Through: Donald Leland Craig, AICP, Planning Director
From: Nicole Malo, Planner
Date: January 18, 2012
RE: 1000 Atlantic Boulevard, Higgs Beach Park
Request for Permission to Initiate a Development Agreement

Action Statement

Request: Preliminary City Commission authorization to enter into a Development Agreement with the County for the redevelopment of the Higgs Beach Park per Section 90-679 of the Land Development Regulations

Location: 1000 Atlantic Boulevard, Higgs Beach Park

Background

The City's Land Development Regulations allow the City Commission, at its sole discretion, to enter into Development Agreements with property owners. Section 90-679 of the Code requires the City Commission to first make a preliminary determination regarding their willingness to enter into such an Agreement prior to the normal process of application submittal, Planning Board review and City Commission hearing of a negotiated Agreement.

On December 12, 2011, Monroe County Mayor, Heather Caruthers, on behalf of the County who is the property owner of Higgs Beach Park, submitted a request for such preliminary City Commission consideration, after consulting with the Planning Department to discuss options to extend the proposed Major Development Plan/Master Plan approval timeline. The request was submitted pursuant to Section 90-678 which requires the applicant to initiate the process through the city administrative official (in this case the Planning Department).

The Higgs Beach Park Master Plan proposes a phased approach to the development schedule of the approximately 17.5 acres site. The entire project is proposed to be complete within the next 10-15 years as grant funding and other funding sources become available. The proposal includes major infrastructural improvements such as the relocation of Atlantic Boulevard, a stormwater management plan, redeveloped parking

areas, bicycle pathways, and playground areas; and smaller improvements such as a new nature and visitors center and bathrooms facilities, pedestrian trails, ball courts and open space areas flanked by major landscape improvements.

The Major Development Plan was approved by the Planning Board on October 20, 2011 through Resolution 2011- 049; although final Master Plan approval will be granted by the City Commission at the same time that the final Development Agreement approval is requested. Given the size of the project and complexity of the funding acquisition, it is appropriate for the Commission to consider extending the Development Plan approval timeline into a Development Agreement, thereby giving the City and County the additional time needed to acquire funding in a manner consistent with the phased construction schedule. Additionally, the County has requested that application fees be waived as part of this request. While the Development Agreement process is not right for every project, it is generally most suitable for large-scale projects of this nature.

Although up to ten years are allowed for a Development Agreement per City Code, it is up to the Commission to determine what timeframes will be appropriate for this project, should the Commission decide to issue this preliminary determination.

The Land Development Regulations acknowledge the findings of the state legislature that enable Development Agreements under Florida Statute, as follows (see Section 90-676):

(1) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.

(2) Assurance to a developer that, upon receipt of a development permit, the applicant may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in ensuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning and reduces the economic costs of development.

(3) The comprehensive planning process should be furthered by authorizing local governments to enter into development agreements with developers. The intent is to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

Should the Commission give the applicant preliminary authorization to move forward with an application for a Development Agreement, the applicant would be required to provide a draft agreement as well as other information required by the code. The draft agreement would be heard first by the Planning Board and then be submitted to the City Commission for public hearing.

Options / Advantages / Disadvantages:

Option 1. Approve the preliminary request by the applicant to consider a Development Agreement for the Higgs Beach Park Master Plan project.

1. **Consistency with the City's Strategic Plan, Vision and Mission:** This action is consistent with the mission and vision of the city.
2. **Financial Impact:** The ability to implement a Development Agreement for the Higgs Beach Park Master Plan will promote long-term cost savings including staff time.

Option 2. Do not approve the request and require the applicant to use limited timelines associated with Development Plan approvals for the project.

1. **Consistency with the City's Strategic Plan, Vision and Mission:** This action is inconsistent with the mission and vision of the city.
2. **Financial Impact:** The denial of the County's request could cause long term expenditure of city staff time.

Staff Recommendation

Option 1: Approval of the preliminary request to enter into a Development Agreement



BOARD OF COUNTY COMMISSIONERS

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

Honorable Mayor Craig Cates
City of Key West
3126 Flagler Avenue
Key West, Florida 33040



Dear Mayor Cates,

December 12, 2011

Last January, Monroe County completed a Master Plan for Higgs Beach Park. The Master Plan was a result of over two years effort by my office, City Commissioner Johnson, Friends of Higgs Beach, stakeholders, interested residents and County/City staffs. As a result of several design charrettes and numerous public meetings, consensus was reached and an overall plan for the redevelopment of Higgs Beach was prepared based upon this input. On January 19, 2011, the Monroe County Board of Commissioners authorized the design team to proceed with the development approval process and to that end, a Major Development Plan application was prepared and submitted to the City on July 1, 2011.

Pursuant to Section 90-678 of the City Code, Monroe County wishes to enter into a Development Agreement to implement the Master Plan for Higgs Beach Park. Due to the scope of this project, the County seeks an agreement with the City to allow a ten-year timeframe for implementation of the Master Plan.

Higgs Beach is an important asset for both City and County residents as well as visitors. Last October, the City graciously approved our request to waive the application fees for the Development Plan application process. The County is requesting the City waive application fees for the Development Agreement process as well.

We hope the City will consider this request at the earliest City Council meeting. Thank you for your assistance in this matter.

Sincerely,


Heather Carruthers, Commissioner
Monroe County District 3

cc: Teri Johnson, City Commissioner District V (via email)
Don Craig, Key West Planning Director (via email)
Larry Erskine, Key West Attorney (via email)
Nat Cassel, Monroe County Assistant County Attorney (via email)
Jerry Barnett, Monroe County Project Management Director (via email)
Bill Horn, Architect (via email)
Barbara Mitchell, Mitchell Planning and Design (via email)