



## THE CITY OF KEY WEST

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

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**To:** Jim Scholl, City Manager

**Through:** Donald Leland Craig, AICP, Interim Planning Director

**From:** Brendon Cunningham and Nicole Malo

**Date:** April 18, 2011

**Reference:** Revised HOB Proposed Site Plan Preliminary Analysis

On Monday, April 14, 2011 the Planning Department received and logged in the modified and updated site plans and survey for the proposed redevelopment of Horace O' Bryant Middle School located at 1105 Leon Street.

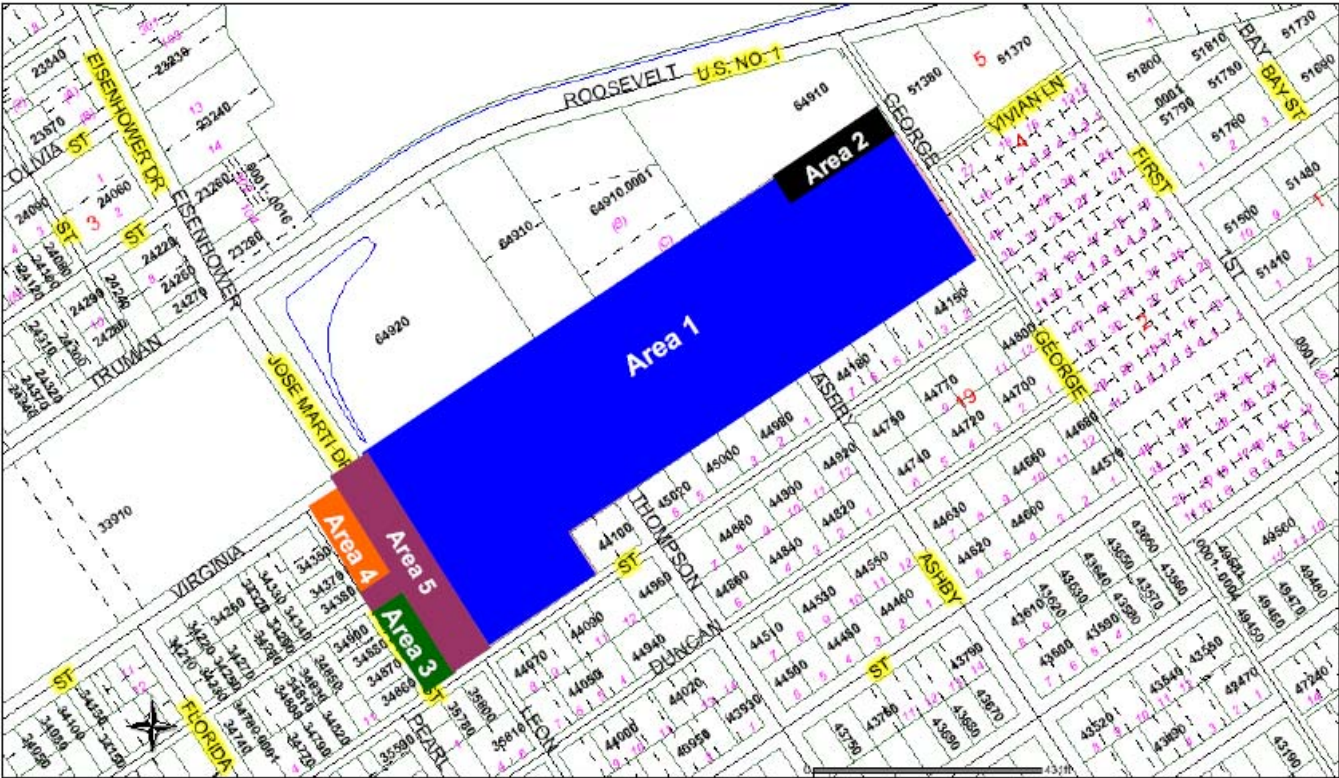
The School Board of Monroe County property consists of a number of parcels as indicated in the Lot Size Calculations Table below. The parcels are grouped and identified in a map below as 'Areas,' they include the parking lot and drop off area along Pearl Street (Areas 3 and 4), the right-of-way of Leon and Eliza Streets as currently utilized (Area 5), a small parcel in the northeastern corner of the site where a parking lot and concession stand currently exist (Area 2) and the main portion of the property where development is proposed (Area 1).

Typically when a development of this magnitude is proposed the Planning Department would require a development plan approval that would include a site plan reflecting data calculations for all five (5) areas combined. A unity of title of the parcels would also be required. However, for the purpose of this analysis, staff has also included site data calculations limited to Area 1. This is because the site plans provided to the department only reflect portions of Area 1. In fact, the site plans and utility plans (storm-water retention and drainage patterns) do not include the existing track and field area (located at the eastern side in Area 1) or Areas 2 through 5. Staff is of the understanding that Areas 3, 4 and 5 will remain unchanged. Although these Areas are located within the Historic District boundaries HARC approvals may not be required given that no changes are proposed to the area. Staff has been verbally informed that the track and field area is intended to be used as open space, and for the purposes of this report will be calculated as such, however we have no plans that reflect this assumption and no information regarding the proposed use of Area 2.

Staff is aware that on December 14, 2010, portions of the previously proposed plans were superseded and plans updated. Although staff has requested and received an updated site plan, the site plan (C-3) provided in the package proposal is dated October 1, 2010, which does not reflect the as-built condition of the site or the amended plans. The Utility Plan in the package provided is up to date. Staff requires the most updated site plans be provided with accurate dimensions and a site data table. To further complicate the preliminary analysis, staff has found conflicting dimensions between the proposed site plans and the site survey

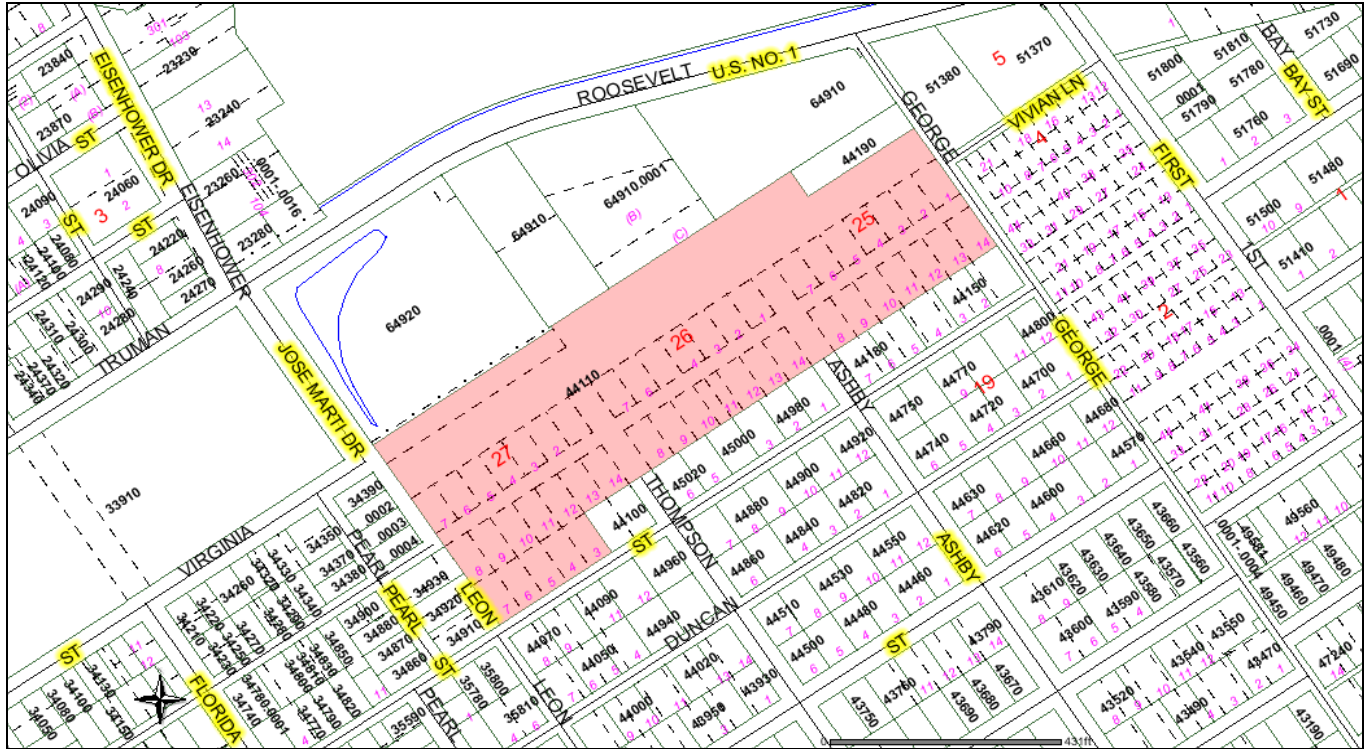
(Hildebrant, March 18, 2010) that may negatively effect staff’s ability to accurately calculate the size of the site, impacting calculations for impervious surface and building coverage, and thus Floor Area Ratio (F.A.R.). Having spoken with the engineering firm, we are aware that the revised storm-water drainage plan for the first phase of the project has been resubmitted to the SFWMD for approval, which to our knowledge has not been offered. Planning Staff has coordinated with the City’s Engineering department and discovered that the Utility Plan (as provided below) was not submitted for review and therefore may or may not meet stormwater requirements.

Area Map



Lot Size Calculations Table	
	Site Size
Area 1 (RE# 44110)	395, 409 s.f
Area 2 (RE# 44190)	23, 175 s.f
Area 3 (RE# 34930, 34920, 34910)	17, 100 s.f
Area 4 (RE# 34390.0001, 34390.0002, 34390.0003, 34390.0004)	14, 760 s.f
Area 5 : ROW Utilized (Leon and Eliza Streets)	15,300 s.f
Total Site Size:	465,744 s.f

## MCPAFL Aerial



### Proposed Site Data Calculations Available

Proposed Buildings	Building Coverage	Storeys	F.A.R	Height 3
Phase 1: Bldg 2	24, 246 s.f	Three (3)	72, 738 s.f	56' 3"
Bldg 3	10, 212 s.f	One (1)	10, 212 s.f	25' 8"
Bldg 4	14, 928 s.f	One (1)	14, 928 s.f	38' 5"
Phase 2: Bldg 1	18, 050 s.f	Two (2)	36, 100 s.f	No Elevations
Bldg 5	11,205 s.f	One (1)	11, 205 s.f	29' 5"
Bldg 6	25,783 s.f	Two (2)	51, 566 s.f	40' 9.5"
Bldg 7	23,660 s.f	One (1)	23, 660 s.f	35' 10.5"
Bldg 8	19,328 s.f	One (1)	19, 328 s.f	37' 10.5"
<b>Total :</b>	148, 212 s.f 31% of site total 1 37% of Area 1 2		239, 737 s.f a. .51 of site total b. .61 of Area1	

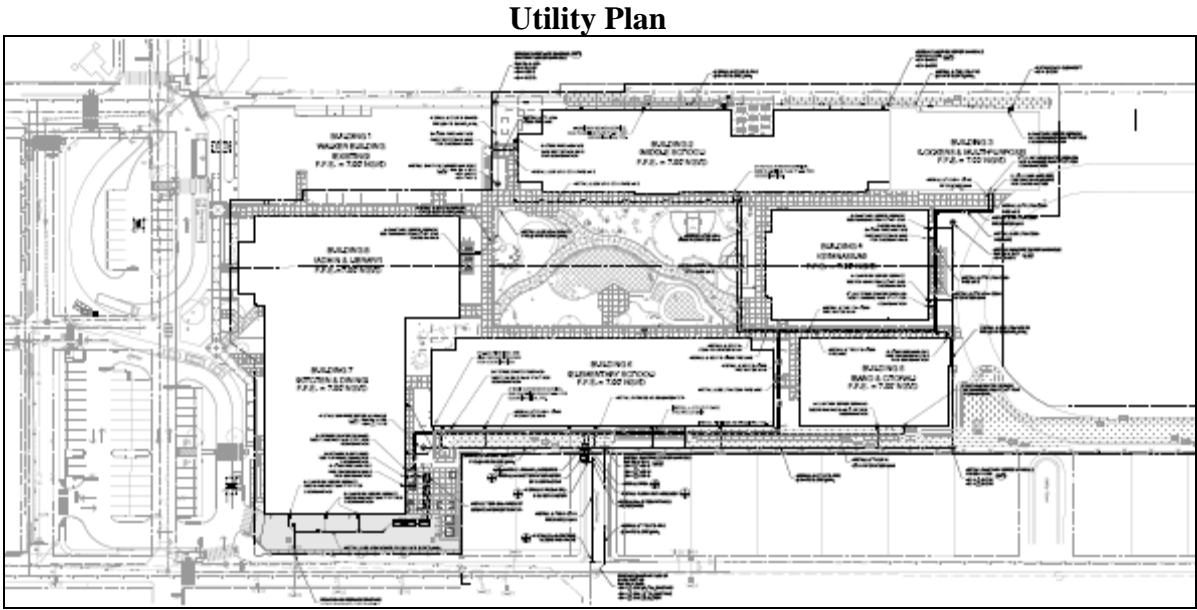
1. This calculation assumes a master plan proposal with site data taken from Areas 1-5
2. This calculation assumes that the site data is taken from Area 1
3. The height was taken from the plans submitted to the Department. A site visit Friday April 15, 2011 revealed that the measurement of height was measured from filled grade at the site. As much as 2.5-3 feet of fill has been added. The measured height of all buildings should be adjusted upward to accommodate for the fill.

The impervious surface calculations below have been estimated based on the information provided by the Engineering firm to for stormwater management. However, the area used to make this calculation (as shown below on the utility plan) does not include the entire parcel of Area 1. The front portions of Area 1 have



been omitted, existing Building 1 omitted, and the existing track and field area omitted. Areas 2-5 were not counted either. Therefore, staff has recalculated the total impervious areas for Area 1 and the entire site.

Impervious Surface Ratio Calculations		
	Area	Impervious Ratio
Total Site	465,744 s.f	72%, 336, 102 s.f
Area 1	395, 409 s.f	68%, 268,667 s.f



Previous approvals on the site that the department is currently aware of include:

- Resolution 97-112 – An Agreement between City and School Board for specified shared use of forty feet of the right-of-way of Virginia Street extending onto HOB and Police/Fire Department sites
- Resolution 99-248 – Document appears to be an amended agreement of the shared land area from Resolution 97-112. Difference in document is indiscernible at this time
- Resolution 03–185 – An Interlocal Agreement between the City and the School Board of Monroe County for the use of city right-of-way on Leon and Eliza Street from Pearl to Virginia Street

Based on the plans provided to the Planning Department April 14, 2011, staff finds the following items are missing from the proposed plans:

- Site Plans:
  - Consistent and updated site plan and survey dimensions
  - Site data calculations
  - Site dimensions
  - Plans and surface type for existing track and fields
  - Plans and surface type for RE# 44190 (Area 2)
  - Elevations for Building 1
  - Elevations reflecting height from crown of road
- Survey:
  - Signed and sealed

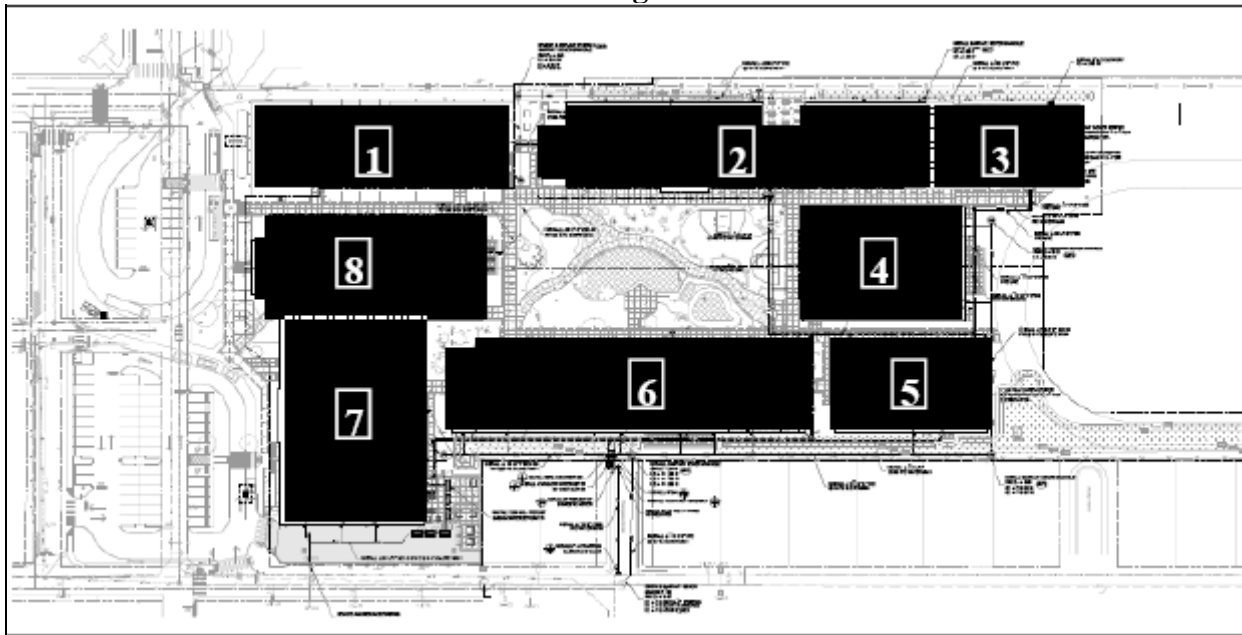
- Consistent dimensional measurements
- Landscape Plan
- City Engineering approval of revised Utility Plan
- Traffic Analysis
- Parking Analysis
- Documentation showing the crown of the road used to measure height

Anticipated applications, variances and/or waivers required:

- Major Development Plan
- Side yard setback variance for renovations to existing Building 1 and Building 2 (Northwesterly side yard)
- Impervious surface variance
- Landscape requirements waiver (where applicable per code)
- Building Height variance
- Parking variance
- Referendum for all habitable space above height regulation of 25'

Staff has been recently informed by School Board Officials that Phase 2, including Buildings 1, 5, 6, 7, and 8 (see plan below) may be brought into compliance with the City Land Development Regulations. This will require a significant redesign of the project. Staff is unable to determine if compliance can be achieved until the new designs are submitted for review.

**Building Plan**



Attachments:

- MCPAFL aerial map of demised area
- Resolution 97-112
- Resolution 99-248
- Resolution 03-185

Xc:

Mark Finigan, Assistant City Manager  
David Fernandez, Assistant City Manager  
Shawn Smith, City Attorney  
Larry Erskine, Chief Assistant City Attorney  
Doug Bradshaw, Engineering, Senior Project Manager

# HOB

- Legend
- Highlighted Feature
  - Real Estate Number
  - Parcel Lot Text
  - Block Text
  - Hooks/Leads
  - Lot Lines
  - Easements
  - Road Centerlines
  - Water Names
  - Parcels
  - Shoreline
  - Section Lines

PALMIS

Monroe County Property Appraiser  
500 Whitehead Street  
Key West, FL

DISCLAIMER: The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose.

Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for *ad valorem tax purposes* only and should not be relied on for any other purpose.

Date Created: April 18, 2011 2:51 PM





# HOB Aerial

- Legend**
- Highlighted Feature
  - Real Estate Number
  - Parcel Lot Text
  - Dimension Text
  - Block Text
  - Hooks/Leads
  - Lot Lines
  - Easements
  - Road Centerlines
  - Water Names
  - Parcels
  - Shoreline
  - Section Lines
  - 2006 Aerials

PALMIS

Monroe County Property Appraiser  
500 Whitehead Street  
Key West, FL

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Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for *ad valorem tax purposes* only and should not be relied on for any other purpose.

Date Created: April 18, 2011 2:53 PM





RESOLUTION NO. 97-112

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED AGREEMENT BETWEEN THE CITY AND THE MONROE COUNTY SCHOOL BOARD REGARDING THE PUBLIC PROPERTY BETWEEN THE HORACE O'BRYANT MIDDLE SCHOOL AND THE CITY'S PROPOSED PUBLIC SAFETY FACILITY AT JOSE MARTI DRIVE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City and the School Board desire to resolve amicably their competing claim to a portion of Virginia Street;

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


Section 1: That the attached Agreement between the City and the Monroe County School Board is hereby approved, conditioned upon further negotiations and modifications, if necessary, as approved by the City Manager.

Section 2: 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 4th day of March, 1997.

Authenticated by the presiding officer and Clerk of the Commission on March 6th, 1997.

Filed with the Clerk March 7th, 1997.

  
DENNIS J. WARDLOW, MAYOR

ATTEST:

  
JOSEPHINE PARKER, CITY CLERK

97-112

## **AGREEMENT**

This agreement is made this day of \_\_\_\_\_, \_\_\_\_\_ 1997, between THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA ("School Board") with its principal offices at 241 Trumbo Road, Key West, Florida and the CITY OF KEY WEST, FLORIDA ("City") with its offices at 525 Angela Street, Key West, Florida.

### **WITNESSETH**

**WHEREAS**, the parties desire to resolve the overlapping claims to the Virginia Street extension, a fifty-foot right of way running northeasterly three hundred ninety-eight feet from the corner of Jose Marti Drive onto the Horace O'Bryant Middle School campus;

**WHEREAS**, the City needs part of the right of way to construct a new fire station and administrative offices;

**WHEREAS**, the School Board needs part of the right of way to construct additional classrooms, a technology lab, and health and guidance facilities recommended by the Florida Department of Education to meet minimum standards;

**WHEREAS**, the School Board needs to maintain the current access road for emergency and utility vehicles;

**WHEREAS**, both the School Board and the City recognize the need to remove the cloud from the title to the property encompassed by the overlapping claims in order to proceed with construction;

**WHEREAS**, both the School Board and the City desire to work cooperatively in the best interests of the community;

**NOW, THEREFORE**, in consideration of these premises, the parties agree as follows:

1. The City agrees to deed to the School Board forty-five feet of the fifty-foot width of Virginia Street "extension" right of way adjacent to Horace O'Bryant Middle School. The



property to be deeded is set forth on a map attached hereto as Exhibit "A". The School Board agrees to be responsible for developing and recording new legal descriptions of the respective properties, and for bearing the costs therefor.

2. The parties agree that the City will retain five feet of the aforementioned Virginia Street right of way necessary to provide for a turning radius for fire trucks.

3. In exchange for the property set forth in Paragraph 1, the School Board agrees to pay the cost of design and construction of additional City parking on Jose Marti Drive from Virginia Street to Roosevelt Boulevard, and to pay for a pedestrian walkway spanning the lagoon. The City agrees to issue a cost estimate for the design and construction work contemplated by this Paragraph as soon as possible and not later than ninety (90) days from the execution of this Agreement. The City will render bills for such costs to the School Board which agrees to pay the City for each bill in full within thirty (30) days of its receipt. Specifications for the additional parking and the walkway shall be as required by the City.

4. The School Board shall provide a fifteen-foot wide sewer easement from Jose Marti Drive to the abutting City property for the fire station lateral. The sewer easement is more particularly described on Exhibit "B", attached hereto. The School Board shall be responsible for and shall bear all costs for the development and recording of this easement.

5. The parties acknowledge that there are utility poles on the Virginia Street "extension". It shall be the responsibility of the School Board to arrange with City Electric System for the moving of certain of the poles onto School Board property. In the event the poles cannot be moved, then the School Board agrees to pay all costs associated with the placing of the utility lines underground. The City and the School Board agree to coordinate with City Electric System to schedule the pole replacement or removal so not to conflict with their respective construction projects.

6. The City and the School Board agree to work cooperatively to provide each other a lay down area for the storage of materials and equipment during construction.

7. The City agrees to assist the School Board in the application process for a setback variance, if needed.

8. The School Board agrees to assist the City by providing a letter of support when it applies for State or Federal permits.

9. The parties acknowledge that they each have certain responsibilities to perform under this Agreement. Except for the construction work called for in Paragraph 3, hereof, all performance of each party shall be completed within one hundred eighty (180) days from the execution of this Agreement.

10. This Agreement shall set forth the entire agreement between the parties. Any modification to this Agreement shall be in a writing signed by the parties.

**THE SCHOOL BOARD OF  
MONROE COUNTY, FLORIDA**

BY: \_\_\_\_\_  
CHAIRMAN

This \_\_\_\_ day of \_\_\_\_\_, 1997

ATTEST: \_\_\_\_\_  
MICHAEL LANNON  
SUPERINTENDENT

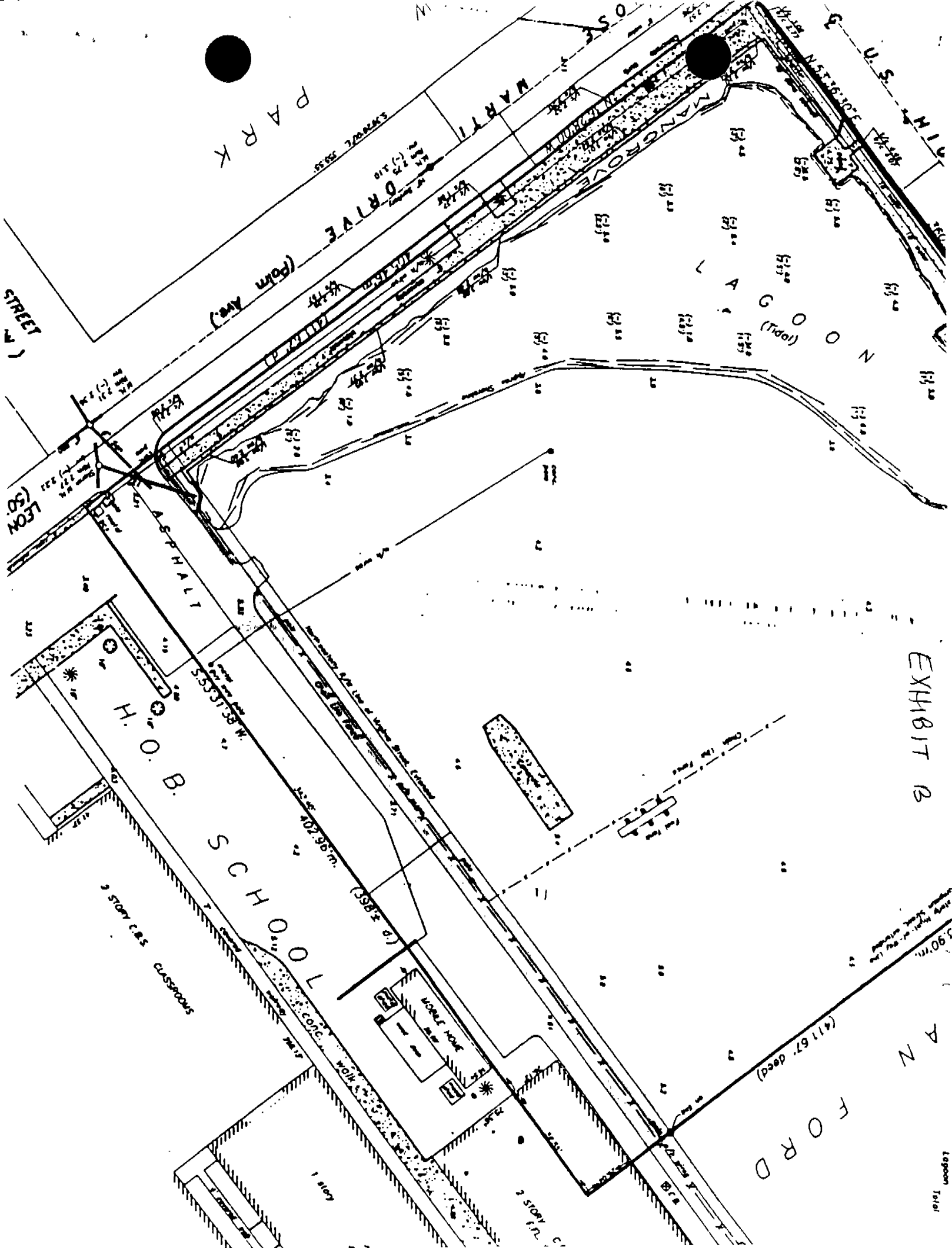
**THE CITY OF KEY WEST,  
FLORIDA**

BY: \_\_\_\_\_  
MAYOR

This 6 day of March, 1997

ATTEST: \_\_\_\_\_  
JOSEPHINE PARKER,  
CITY CLERK





**SUMMARY NOTES**

Wrote error and comments based on R/R line at Turner Avenue

Reference building 4700 line Turner Avenue

3rd service building 1000 ft

Comments: based on R+D 1829 Survey

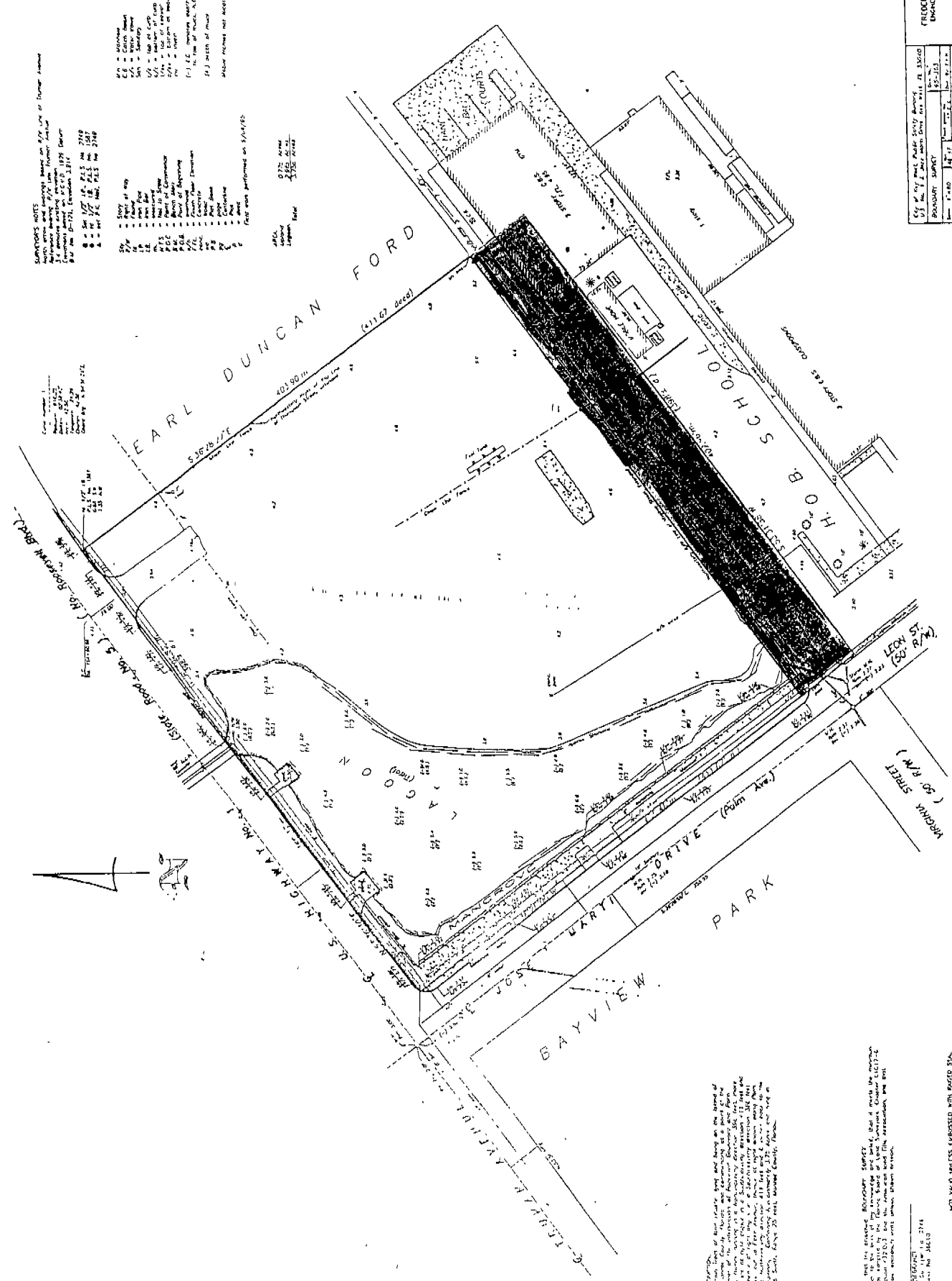
Drawn: Jan. 12-1971, Extension 1.816

Q = 545 1/2" 16' P.L.S. 240 2740  
+ 14 1/2" 18' P.L.S. 100 1587  
+ 14 1/2" 18' P.L.S. 100 2740  
+ 14 1/2" 18' P.L.S. 100 2740

1/14 = Warsaw  
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This was performed on 5/14/83

PCA  
stand  
again

[illegible]

CONFIDENTIAL

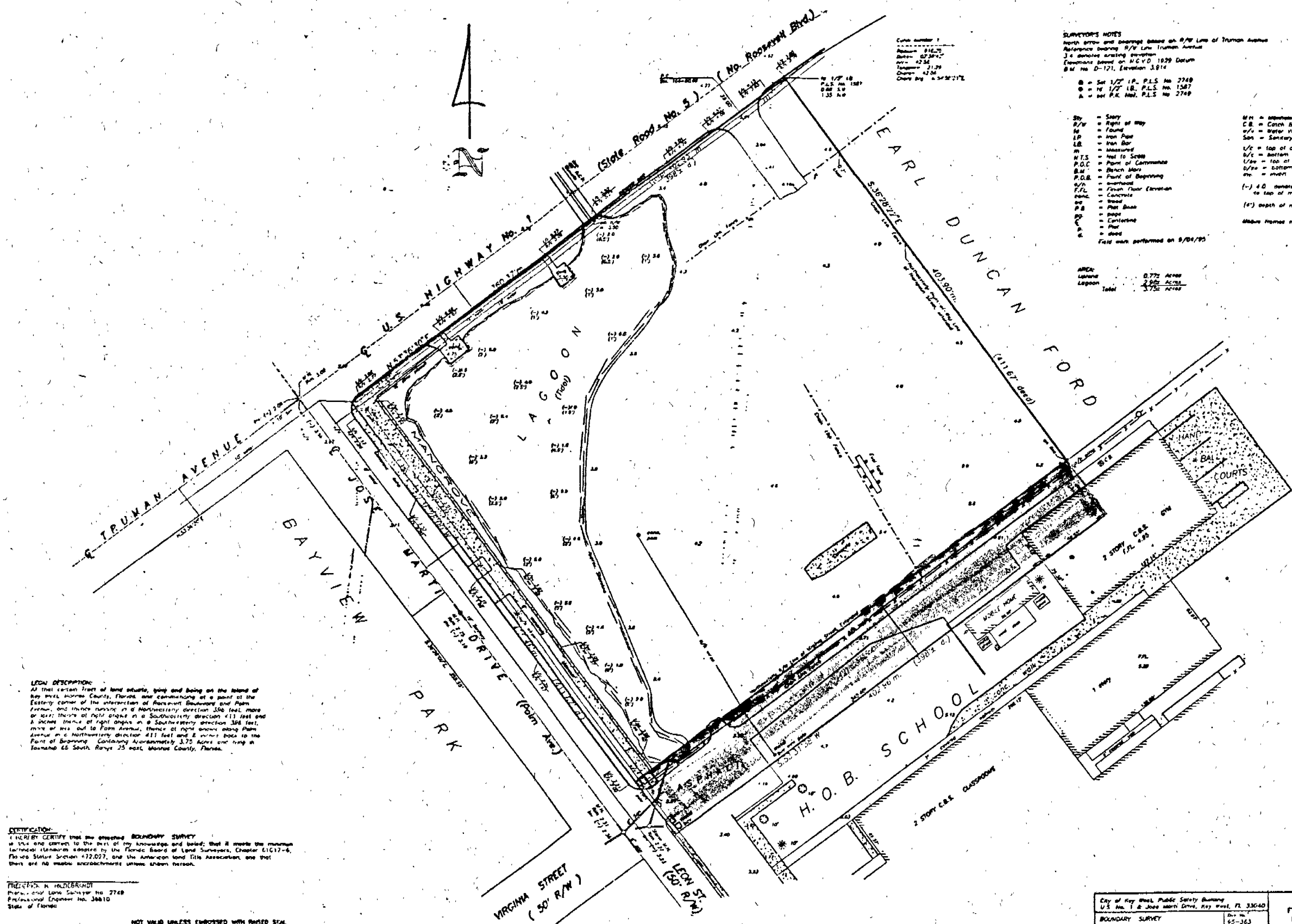
I request letters that are enclosed be returned to me by the sender. I am enclosing a letter from the American Society of the History of the United States, dated 11/17/60, and a letter from the American Society of the History of the United States, dated 11/17/60, and a letter from the American Society of the History of the United States, dated 11/17/60.

1970-71  
1971-72  
1972-73  
1973-74  
1974-75

[illegible]



# EXHIBIT A



LEGAL DESCRIPTION:  
At that certain Port of Land Situate, siting and being on the Island of Key West, Monroe County, Florida, more particularly at a point on the Eastern corner of the intersection of Raymond Boulevard and Palm Avenue, and thence running in a Northerly direction 306 feet, more or less; thence at right angles in a Southwesterly direction 411 feet and more or less; thence at right angles in a Southwesterly direction 316 feet, more or less; thence at right angles in a Northerly direction 316 feet, more or less; to Palm Avenue, thence at right angles in a Northerly direction 411 feet and more or less; to the Point of Beginning. Containing Approximately 3.75 acres, one being in Township 26 South Range 25 West, Monroe County, Florida.

CERTIFICATION  
I HEREBY CERTIFY that the attached BOUNDARY SURVEY  
is true and correct to the best of my knowledge, and belief; that it meets the minimum  
technical standards adopted by the Florida Board  
of Land Surveyors, Chapter 61G17-6,  
Florida Statute Section 472.027, and the American  
Land Title Association; and that  
there are no visible encroachments unless shown  
thereon.

FREEDMAN, H. HALDBRANDT  
Florida and Long Survey No. 2748  
Professional Engineer No. 34810  
State of Florida

NOT VALID UNLESS IMPRINTED WITH RAISED SEAL

SURVEYOR'S NOTES  
North arrow and bearings based on R/W Line of Therman Avenue  
Reference bearing R/W Line Therman Avenue  
34 degrees arcing station  
Easement based on NCVD 1929 Datum  
BM No D-121, Elevation 3814

② = Sat 1/27 IP, P.L.S. No. 2749  
 ③ = M 1/27 LB, P.L.S. No. 1587  
 ④ = Sat P.K. No. P.L.S. No. 2749

[illegible]

AREA:		
Lagoon	0.775	ACRES
Lagoon	2.965	ACRES
Total	<u>3.74</u>	ACRES

City of Key West Public Safety Building					
U.S. Hwy. 1 & Jose Marti Drive, Key West, FL 33640					
<b>BULKY SURVEY</b>				DIVISION NO.	95-363
Specimen No.	17801	Date Rec'd	1-18-86	Case No.	FL 86-1
Date	9/4/85	Time	9:35 PM	Officer	AL
RECORDED INDEXED ACCEPTED					

FREDERICK H. HILDEBRA  
ENGINEER PLANNER SURV

21228 Inglewood Blvd  
Suite 101  
Law Office, FL 33040  
(305) 743-0164  
Fax: (305) 743-0237

RESOLUTION NO. 99-248

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED AGREEMENT BETWEEN THE CITY AND THE SCHOOL BOARD OF MONROE COUNTY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the administrative staffs of the City and School Board have negotiated an Agreement pertaining to the use of the Virginia Street extension between H.O.B. Middle School and City property;

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

Section 1: That the attached Agreement between the City and the School Board of Monroe County is hereby approved.

Section 2: 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 20TH day of JULY, 1999.

Authenticated by the presiding officer and Clerk of the Commission on JULY 21, 1999.

Filed with the Clerk JULY 21, 1999.

  
SHEILA K. MULLINS, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK

99-248

## AGREEMENT

This agreement is made this day of 8, June 1999, between THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA ("School Board") with its principal offices at 241 Trumbo Road, Key West, Florida and the CITY OF KEY WEST, FLORIDA ("City") with its offices at 525 Angela Street, Key West, Florida.

## WITNESSETH

**WHEREAS**, the parties desire to resolve the overlapping claims to the Virginia Street extension, a fifty-foot right of way running northeasterly three hundred ninety eight feet from the corner of Jose Marti Drive into the Horace O'Bryant Middle School campus;

**WHEREAS**, the City needs part of the right of way to construct a new fire station and administrative offices;

**WHEREAS**, the School Board needs part of the right of way to construct additional classrooms, a technology lab, and health and guidance facilities recommended by the Florida Department of Education to meet minimum standards;

**WHEREAS**, the School Board needs to maintain the current access road for emergency and utility vehicles;

**WHEREAS**, both the School Board and the City recognize the need to remove the cloud from the title to the property encompassed by the overlapping claims in order to proceed with construction;

**WHEREAS**, both the School Board and the City desire to work cooperatively in the best interests of the community;

**NOW, THEREFORE**, in consideration of these premises, the parties agree as follows:

1. The City agrees to deed to the School Board forty-five feet of the fifty-foot width of Virginia Street "extension" right of way adjacent to Horace O'Bryant Middle School. The property to

be deeded is set forth on a map attached hereto as Exhibit "A". The School Board agrees to be responsible for developing and recording new legal descriptions of the respective properties, and for bearing the costs therefore.

2. The parties agree that the City will retain five feet of the aforementioned Virginia Street right of way necessary to provide for a turning radius for fire trucks.
3. In exchange for the property set forth in Paragraph 1, the School Board agrees to pay the cost of design and construction of additional City parking on Jose Marti Drive from Virginia Street to Roosevelt Boulevard, and to pay for a pedestrian walkway spanning the lagoon. The City agrees to issue a cost estimate for the design and construction work contemplated by this Paragraph as soon as possible and not later than ninety (90) days from the execution of this Agreement. The City will render bills for such costs to the School Board, which agrees to pay the City for each bill in full within thirty (30) days of its receipt. Specifications for the additional parking and the walkway shall be as required by the City.
4. The School Board shall provide a fifteen-foot sewer easement from Jose Marti Drive to the abutting City property for the fire station lateral.
5. The parties acknowledge that there are utility poles on the Virginia Street "extension". It shall be the responsibility of the School Board to arrange with City Electric System the moving of certain of the poles onto School Board property. In the event the poles cannot be moved, then the School Board agrees to pay all costs associated with the placing of the utility lines underground. The City and the School Board agree to coordinate with City Electric System to schedule the pole replacement or removal so not to conflict with their respective construction projects.
6. The City and the School Board agree to work cooperatively to provide each other a lay down area for the storage of materials and equipment during construction.



7. The City agrees to assist the School Board in the application process for a setback variance if needed.
8. The School Board agrees to assist the City by providing a letter of support when it applies for State or Federal permits.
9. The parties acknowledge that they each have certain responsibilities to perform under this Agreement. Except for the construction work called for in Paragraph 3, hereof, all performance of each party shall be completed within six months from the execution of this Agreement.
10. This Agreement shall set forth the entire agreement between the parties. Any modification to this Agreement shall be in a writing signed by the parties.

**THE SCHOOL BOARD OF  
MONROE COUNTY, FLORIDA**

By: Andy Bfh  
Chairman

This 8 day of June, 1999

ATTEST: Michael J. Lannon  
Michael J. Lannon  
Superintendent

**THE CITY OF KEY WEST,  
FLORIDA**

By: Sheila K. Mullins  
Mayor

This 10 day of Sept., 1999

ATTEST: Cheryl Smith  
Cheryl Smith  
City Clerk

RESOLUTION NO. 03-185

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF MONROE COUNTY AND THE CITY REGARDING A RECONFIGURATION AND USE OF RIGHTS-OF-WAY AT HORACE O'BRYANT MIDDLE SCHOOL; PROVIDING FOR AN EFFECTIVE DATE

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

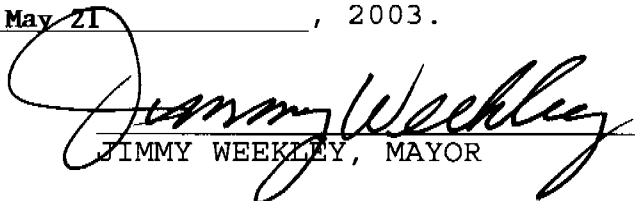
Section 1: That the attached Interlocal Agreement with the School Board of Monroe County is hereby approved.

Section 2: 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 20 day of May, 2003.

Authenticated by the presiding officer and Clerk of the Commission on May 20, 2003.

Filed with the Clerk May 21, 2003.

  
JIMMY WEEKLEY, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK Deputy

**INTERLOCAL AGREEMENT  
PURSUANT TO  
CHAPTER 163, FLORIDA STATUTES**

(School Board Contract No. \_\_\_\_\_)

**USE OF LEON AND ELIZA STREETS  
FROM PEARL STREET TO VIRGINIA STREET**

THIS AGREEMENT is made by and between the **SCHOOL BOARD OF MONROE COUNTY, FLORIDA**, as the contracting agent for the Monroe School District, pursuant to Section 1001.41, Florida Statutes, whose address is 241 Trumbo Road, Key West, Florida 33040 ("School Board"), and the **CITY OF KEY WEST**, a Florida municipal corporation, whose address is 525 Angela Street, Key West, Florida 33040 (the "City").

WITNESSETH, that the School Board and City hereby agree as follows:

**1. Recitations.**

A. Chapter 163, Florida Statutes, known as the "Florida Interlocal Cooperation Act Of 1969" ("the Act"), specifically provides that its purpose is to "permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities". (Sec. 163.01(2)); and

B. The Act further provides that "a public agency of this state may exercise jointly with any other public agency of the state ... any power, privilege, or authority which such agencies share in common and which each might exercise separately." (Sec. 163.01(4)); and

C. The Act's definition of "public agency" includes a municipality/city and a school district. (Sec. 163.01(3)(b)); and

D. The School Board and City, pursuant to this Act, desire to enter into this Interlocal Agreement ("the Agreement") for the purpose of making site improvements at Horace O'Bryant Middle School, in order to improve school bus and parent pickup and dropoff of children, and to improve traffic flow on Pearl Street.

**2. Entire Agreement.** It is hereby understood and agreed that this contract states the entire agreement and that the parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed in this Agreement. Any modification of this Agreement must be in writing and signed by the parties.

**3. Purpose of Agreement.** The purpose of this Agreement is to improve the safety for the students and for the community, and to define the respective duties and obligations of the School Board and the City under this Agreement relative to closure, maintenance, upkeep and use of Leon Street between Virginia and Catherine Streets, and Eliza Street, between Pearl Street and the Horace O'Bryant Middle School.

**4. Method for Accomplishing Purpose.** The basic method for accomplishing the purpose of this Agreement is:

A) The City's closure of Leon Street between Virginia and Catherine Streets, and the closure of Eliza Street between Pearl Street and the Horace O'Bryant School to through traffic; and

B) The School Board's widening of Pearl Street for increased traffic flow and the reconfiguration of the land area bounded by Eliza, Virginia, Leon and Pearl Streets for parking and pedestrian use of school facilities.

**5. Duration of Agreement.** This Agreement shall be effective for (30) thirty years from the date of this Agreement. The parties may terminate this Agreement upon mutual written agreement.

**6. Reconstruction; Maintenance; Liability.** The School Board shall be solely responsible for reconstruction of the site. The School Board shall then be responsible for maintenance and upkeep of the site (see Exhibits A and B, as set forth in Paragraph 20 hereof). The School Board understands and agrees that once City rights-of-way are reconfigured and used as School Board property, the School Board shall be responsible and liable, to the extent of its own negligence, for all events that occur on the site. The School Board hereby agrees to hold harmless, defend and indemnify the City for and against any damages that may arise or result from the execution of this Agreement, the School Board's reconstruction of the site, or the School Board's use of the site, only to the extent any claimed damages arise from the conduct of the School Board.

**7. Access to Easements and Coordination of Utilities.** The School Board shall not interfere with the City's access to areas or easements used for sewer and storm water use. The School Board shall coordinate construction so as not to disrupt utility service, such as water, electricity and cable that may exist in the area to which this Agreement applies. The School Board agrees that any construction or alteration made by the School Board in the area covered by this Agreement will be done at the School Board's expense.



**8. Acceptance of Gifts, Grants, Assistance Funds or Bequests.** Both the School Board and the City agree that either shall be, and is, empowered to accept for the benefit of either or both of them, gifts, grants, assistance funds or bequests to be used for purposes in furtherance of this Agreement.

**9. Claims for Federal or State Aid.** Both the School Board and the City agree that either shall be, and is, empowered, to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement.

**10. Adjudication of Disputes or Disagreements.** The School Board and City agree that all disputes and disagreements shall first be attempted to be resolved by mediation sessions between representatives of the School Board and the City.

**11. Cooperation.** The School Board and City agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the provision of the services and materials under this Agreement in the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement. The School Board and City specifically agree that neither party shall be required to enter into any arbitration proceedings related to this Agreement or any Attachment or Addendum to this Agreement.

**12. Venue, Interpretation, Costs, and Fees.** In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the School Board and City agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe City, Florida. The School Board and City further agree that, in the event of conflicting interpretations of the terms or a term of this Agreement between the School Board and City, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. Additionally, the School Board and City agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe City. Nothing in this paragraph is intended to obviate the School Board's assumption of responsibility and indemnification set forth in Paragraph 6, as limited.

**13. Covenant of No Interest.** The School Board and City covenant that neither has any interest, and shall not acquire any interest, that would conflict in any manner or

degree with its performance under this Agreement, and that the only interest of each is to perform and receive benefits as recited in this Agreement.

**14. Management/Notices.** The School Board's Project Manager under this Agreement is:

Fred Sims  
241 Trumbo Road  
Key West, Florida 33040  
(305) 293-1418

The City's Project Manager is:

John Jones, Assistant City Manager  
525 Angela Street  
Key West, FL 33040  
(305) 292-8117

Any notice or other written communication between the agencies shall be considered delivered when posted by Certified Mail, Return Receipt Requested or delivered in person to the Project Manager.

**15. Severability.** In the event one or more provisions of this Agreement are declared invalid by a court of competent jurisdiction, the balance of this Agreement shall remain in full force and effect.

**16. Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of the School Board and City in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the School Board and City be required to contain any provision for waiver.

**17. Legal Obligations and Responsibilities; Non-Delegation of Constitutional or Statutory Duties.** This Agreement is not intended to, nor shall it be construed as, relieving any participating agency from any obligation or responsibility imposed upon the agency by law except to the extent of actual and timely performance thereof by any other participating agency, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the participating agencies, except to the extent permitted by the Florida constitution, state statutes, case law, and, specifically, the provisions of Chapter 163, Florida Statutes.

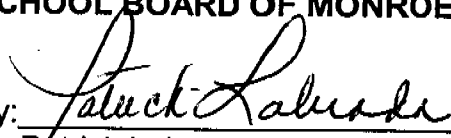
**18. Effective Date.** This Agreement, and any subsequent amendments, shall become effective upon filing with the Clerk of Circuit Court of Monroe City, Florida.

**19. Non-Reliance by Non-Parties.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the School Board and City agree that neither the School Board nor the City or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

**20. Legal Descriptions.** Exhibit A constitutes the Legal Descriptions of the portions of Leon and Eliza Streets that are the subject of this Agreement. Exhibit B constitutes a Site Plan.

**IN WITNESS WHEREOF,** the School Board and the City, by virtue of their respective board approvals, have entered into this Agreement.

**SCHOOL BOARD OF MONROE COUNTY, FLORIDA**

By:   
Patrick Labrada, Chairman

Date: 5/27/03

**ATTEST:**

(Seal)

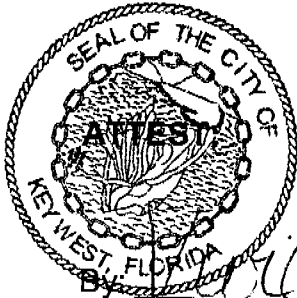
  
Michael J. Lannon, Superintendent

Date: 5/27/03

Approved As To Form:

\_\_\_\_\_  
School Board Attorney

*(Signatures continued on next page)*



CITY OF KEY WEST, FLORIDA,  
a municipal corporation of the State of Florida

By: William Perez  
City Clerk

By: Jimmy Weekly  
Jimmy Weekly, Mayor

Date: May 20, 2003

Date: May 20, 2003

Recorded At Page 23, Minute Book No. 150, Monroe County School  
Board Records, on the 27 day of May, 2003.

Don G. Collins  
School Board Secretary



EXHIBIT "A"

LEGAL DESCRIPTION (Eliza Street) :

A portion of Eliza Street, located in the City of Key West, Monroe County, Florida, and being more particularly described as follows:

That portion of Eliza Street being 30 feet wide and lying between the Southwesterly Right-of-Way Line of Leon Street and the Northeasterly Right-of-Way Line of Pearl Street.

Said portion of road being 30 feet wide and approximately 90.00 feet long.

Containing 2,700 square feet, more or less.

LEGAL DESCRIPTION (Leon Street)

A portion of Leon Street located in the City of Key West, Monroe County, Florida, and being more particularly described as follows:

That portion of Leon Street being 30 feet wide and lying between the Northwesterly Right-of-Way Line of Catherine Street and the Southeasterly Right-of-Way Line of Virginia Street. Said portion of road being 30 feet wide and approximately 374.01 feet long.

Containing 11,220.30 square feet, more or less.

RESOLUTION NO. 03-185

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF MONROE COUNTY AND THE CITY REGARDING A RECONFIGURATION AND USE OF RIGHTS-OF-WAY AT HORACE O'BRYANT MIDDLE SCHOOL; PROVIDING FOR AN EFFECTIVE DATE

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

Section 1: That the attached Interlocal Agreement with the School Board of Monroe County is hereby approved.

Section 2: 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.

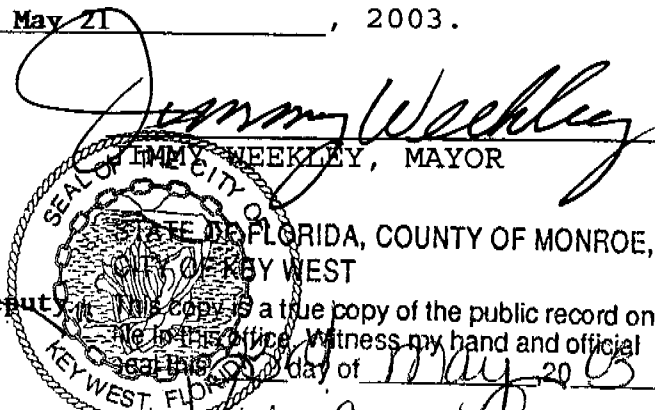
Passed and adopted by the City Commission at a meeting held this 20 day of May, 2003.

Authenticated by the presiding officer and Clerk of the Commission on May 20, 2003.

Filed with the Clerk May 21, 2003.

ATTEST:

Vivian Perez  
CHERYL SMITH, CITY CLERK



By Vivian Perez  
Deputy City Clerk