

# **Application**



# Application For Variance

City of Key West, Florida • Planning Department

1300 White Street • Key West, Florida 33040 • 305-809-3720 • [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)

**Application Fee: \$1,150.00 / After-the-Fact: \$2,150.00**  
(includes \$100.00 advertising/noticing fee and \$50.00 fire review fee)

Please complete this application and attach all required documents. This will help staff process your request quickly and obtain necessary information without delay. If you have any questions, please call 305-809-3720.

**PROPERTY DESCRIPTION:**

Site Address: \_\_\_\_\_

Zoning District: \_\_\_\_\_ Real Estate (RE) #: \_\_\_\_\_

Property located within the Historic District?  Yes  No

**APPLICANT:**  Owner  Authorized Representative

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

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home/Mobile Phone: \_\_\_\_\_ Office: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**PROPERTY OWNER:** (if different than above)

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

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home/Mobile Phone: \_\_\_\_\_ Office: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Description of Proposed Construction, Development, and Use:** \_\_\_\_\_

\_\_\_\_\_

**List and describe the specific variance(s) being requested:**

\_\_\_\_\_

(5) Variance to Sec. 86-9, to allow an accessory structure to be located on an adjacent parcel.

**Are there any easements, deed restrictions or other encumbrances attached to the property?**  Yes  No

If yes, please describe and attach relevant documents: \_\_\_\_\_

\_\_\_\_\_

City of Key West • Application for Variance

**Will any work be within the dripline (canopy) of any tree on or off the property?**  Yes  No  
If yes, provide date of landscape approval, and attach a copy of such approval.

**Is this variance request for habitable space pursuant to Section 122-1078?**  Yes  No

**Please fill out the relevant Site Data in the table below.** For Building Coverage, Impervious Surface, Open Space and F.A.R. provide square footages and percentages.

Site Data Table				
	Code Requirement	Existing	Proposed	Variance Request
Zoning				
Flood Zone				
Size of Site				
Height				
Front Setback				
Side Setback				
Side Setback				
Street Side Setback				
Rear Setback				
F.A.R				
Building Coverage				
Impervious Surface				
Parking				
Handicap Parking				
Bicycle Parking				
Open Space/ Landscaping				
Number and type of units				
Consumption Area or Number of seats				

See Attached

This application is reviewed pursuant to Section 90-391 through 90-397 of the City of Key West Land Development Regulations (LDRs). The City's LDRs can be found in the Code of Ordinances online at [http://www.municode.com/Library/FL/Key\\_West](http://www.municode.com/Library/FL/Key_West) under Subpart B.

\*Please note, variances are reviewed as quasi-judicial hearings, and it is improper for the owner or applicant to speak to a Planning Board member or City Commissioner about the hearing.

SITE DATA TABLE				
Site Data	Permitted/ Required	Existing	Proposed	Variance Request
Zoning	HPS	HPS	No Change	Complies
Flood zone	--	Zone X	No Change	Complies
Height	25 ft	30 ft. (Water Tank)	27'-7"(New Building)	Variance – 2'-7"
Site Size	--	12,972 sq. ft.	No Change	Complies
Density:	N/A	N/A	N/A	N/A
Floor Area Ratio	1.0	(0.35) 4646 sq. ft.	(.54) 7006 sq. ft.	Complies
Building Coverage	40% (5,188 sq. ft.)	35.8% (4,646 sq. ft.)	45.6% (5,920 sq. ft.)	Variance - 5.6% (732 sq.ft.)
Impervious Surface	50% (6,486 sq. ft.)	67.4% (8,743 sq. ft.)	66.9% (8,681 sq. ft.)	Complies
Open Space	20% (2594 sq. ft.)	31.7% (4120 sq. ft.)	32.2% (4184 sq. ft.)	Complies
Landscape	20% (2594 sq. ft.)	31.7% (4120 sq. ft.)	32.2% (4184 sq. ft.)	Waiver Request
Setback – Front	20 ft.	20 ft.	5 ft.	Variance - 15 ft.
Side Setback – North	10% of lot width (7.5 ft.)	7.5 ft.	7.5 ft. (new building)	Complies
Side Setback- South	10% of lot width (7.5 ft.)	0 ft. - Water tank	7.5 ft. (new building)	Complies
Setback – Street Side	10 ft.	N/A	N/A	N/A
Setback – Rear	20 ft.	5.9 ft.- Water tank	No Change	Complies
Parking	0	0	No Change	Complies
Accessible Parking	0	0	No change	Complies
Bicycle Parking	0	0	No change	Complies
Consumption Area	N/A	N/A	N/A	N/A

**Standards for Considering Variances**

**Before any variance may be granted, the Planning Board and/or Board of Adjustment must find all of the following requirements are met:**

1. Existence of special conditions or circumstances. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other land, structures or buildings in the same zoning district.

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2. Conditions not created by applicant. That the special conditions and circumstances do not result from the action or negligence of the applicant.

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3. Special privileges not conferred. That granting the variance(s) requested will not confer upon the applicant any special privileges denied by the land development regulations to other lands, buildings or structures in the same zoning district.

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4. Hardship conditions exist. That literal interpretation of the provisions of the land development regulations would deprive the applicant of rights commonly enjoyed by other properties in this same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.

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5. Only minimum variance(s) granted. That the variance(s) granted is/are the minimum variance(s) that will make possible the reasonable use of the land, building or structure.

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## City of Key West • Application for Variance

6. Not injurious to the public welfare. That granting of the variance(s) will be in harmony with the general intent and purpose of the land development regulations and that such variances will not be injurious to the area involved or otherwise detrimental to the public interest or welfare.

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7. Existing nonconforming uses of other property shall not be considered as the basis for approval. That no other nonconforming use of neighboring lands, structures, or buildings in the same district, and that no other permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of a variance.

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### **The Planning Board and/or Board of Adjustment shall make factual findings regarding the following:**

- That the standards established in Section 90-395 have been met by the applicant for a variance.
- That the applicant has demonstrated a "good neighbor policy" by contacting or attempting to contact all noticed property owners who have objected to the variance application, and by addressing the objections expressed by these neighbors. Please describe how you have addressed the "good neighbor policy."

### **REQUIRED SUBMITTALS: All of the following must be submitted in order to have a complete application. Please submit one paper copy and one electronic copy of all materials.**

- Correct application fee. Check may be payable to "City of Key West."
- Notarized verification form signed by property owner or the authorized representative.
- Notarized authorization form signed by property owner, if applicant is not the owner.
- Copy of recorded warranty deed
- Property record card
- Signed and sealed survey
- Site plan (plans MUST be signed and sealed by an Engineer or Architect)
- Floor plans
- Stormwater management plan

# **Warranty Deed**

**INTERLOCAL AGREEMENT  
BETWEEN MONROE COUNTY AND  
FLORIDA KEYS AQUEDUCT AUTHORITY  
FOR USE OF THE FREEMAN JUSTICE CENTER SECURED SOUTH PARKING LOT**

**THIS INTERLOCAL AGREEMENT** is entered into this 19<sup>th</sup> day of October, 2016, pursuant to Section 163.01, F.S., by and between Monroe County, a political subdivision of the State of Florida, (the "County"), and the Florida Keys Aqueduct Authority, an independent special district of the State of Florida, (the "FKAA").

**WHEREAS**, the County is authorized by Section 125.01(1)(c), F.S., to provide and maintain County buildings and facilities; and

**WHEREAS**, the FKAA was created in 1976 by the Legislature of the State of Florida, Chapter 76-441, Laws of Florida, as amended from time to time, for purposes of obtaining, supplying, and distributing an adequate supply of water to the Florida Keys, and to purchase, construct, acquire, operate, manage and control wastewater systems; and

**WHEREAS**, the County and the FKAA are authorized to enter into this Agreement and implement its provisions pursuant to Section 163.01, F.S., as amended, which permits local government units to make the most efficient use of their powers by enabling them to cooperate with each other for mutual advantage and to provide services and facilities in a manner and pursuant to forms of governmental organization that accords best with geographic, economic, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the FKAA is the owner and operator of a secured parking lot parcel located adjacent to and south of the Freeman Justice Center in Jackson Square, Key West, identified as "Parcel A" in the legal sketch and description attached hereto as Exhibit "A"; and

**WHEREAS**, "Parcel A" has sufficient capacity for permanent placement of the County's proposed Jefferson Brown Cooling Tower and Chiller Station ("Chiller Station") which will provide cooling services and a covered parking area for the buildings and facilities at the entire Government Center; and

**WHEREAS**, the County and the FKAA staff and legal counsel have reviewed the conceptual plans, drawings, and renditions of the proposed Chiller Station and covered parking area, and each have approved of the County's use of the "Parcel A" location for the installation of the Chiller Station, for which the County has appropriated the necessary funding; and

**WHEREAS**, the County shall be responsible for the ownership, control, maintenance, and operation of the Chiller Station; and

**NOW THEREFORE**, in consideration of the mutual covenants, representations, and promises set forth in this Agreement and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the County and the FKAA hereby agree, stipulate, and covenant as follows:

**PURPOSE OF INTERLOCAL AGREEMENT.** The purpose of this Agreement is to establish the County's permission to utilize a portion of the FKAA's parking lot "Parcel A" for

ILA FOR COUNTY'S CHILLER STATION LOCATED AT FREEMAN JUSTICE CENTER  
SECURED PARKING LOT

installation and operation of the County's Chiller Station.

**TERM OF INTERLOCAL AGREEMENT.** The term of this Agreement shall be for ninety-nine (99) years from the date of final execution, or until such time as the parties otherwise agree by a fully executed amendment to this Agreement.

**PROJECT AND FACILITY.** The County shall be responsible for the administration, design, planning, development, installation, construction, implementation, ownership, control, maintenance, and operation of the Chiller Station. During the term of this Agreement the County shall provide three (3) parking spaces for FKAA either in the area that the County is demolishing adjacent to Parcel A or in its main parking area across Thomas Street.

**RELATIONSHIP OF PARTIES.** The FKAA is an independent special district of the State of Florida and not an agent, contractor, or servant of the County. The FKAA shall have no authority whatsoever to act on behalf of or as agent of the County in any promise, agreement or representation other than as specifically provided for in this Agreement. The County shall have no authority whatsoever to act on behalf of or as agent of the FKAA in any promise, agreement or representation other than as specifically provided for in this Agreement. The FKAA shall have no obligation to the County with respect to the County's Chiller Station other than as specifically provided for in this Agreement. The County shall at no time be legally responsible for any negligence on the part of the FKAA, its employees, agents or contractors resulting in either bodily or personal injury or property damage to any individual, property or corporation. The FKAA shall at no time be legally responsible for any negligence on the part of the County, its employees, agents or contractors resulting in either bodily or personal injury or property damage to any individual, property or corporation.

**WARRANTIES, REPRESENTATIONS, AND COVENANTS.** The FKAA and the County warrant, represent, and covenant that: (a) They have the full power to enter into this Agreement and to comply with the provisions hereof. (b) The FKAA is the owner of the parking lot "Parcel A" that is the subject of this Agreement. (c) The County is the owner of the proposed Chiller Station.

**INSURANCE.** The parties to this Agreement stipulate that each is a state governmental agency as defined by Florida Statutes. To the extent allowed by law, each party shall be responsible for any acts, or omissions, of negligence on the part of its own employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party, its officers, and employees, agents and contractors, harmless from all claims, demands, causes of action, losses, costs and expenses, that arise out of or are attributable to arising out of such actions or omissions as it relates to and in connection with the terms and provisions of this Agreement and the parties herein. The parties agree to keep in full force and effect the required insurance coverage during the term of this Agreement. If the insurance policies originally purchased which meet the requirements of this lease Agreement are canceled, terminated or reduced in coverage, then the parties must immediately substitute complying policies so that no gap in coverage occurs.

**HOLD HARMLESS.** To the extent allowed by law, the parties are liable for and must fully defend, release, discharge, indemnify and hold harmless the other, its members, elected officials, officers, employees, agents and contractors, from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type that arise out of or are

attributable to their own operations, omissions, or acts of negligence in connection with this Agreement. The County's and the FKAA's purchase of the insurance required under this Agreement does not release or vitiate their obligations under this paragraph. The County and the FKAA do not waive any of its sovereign immunity rights including but not limited to those expressed in Section 768.28, F.S.

**ADJUDICATION OF DISPUTES OR DISAGREEMENTS.** The County and the FKAA agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

**COOPERATION.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and FKAA agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and FKAA specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

**COVENANT OF NO INTEREST.** The parties covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

**FLORIDA CODE OF ETHICS.** The parties agree that their officers and employees will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, F.S., regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

**NO SOLICITATION/PAYMENT.** The County and the FKAA warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the parties agree that they shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**NON-WAIVER OF IMMUNITY.** Notwithstanding the provisions of Section 786.28, F.S., the participation of the County and the FKAA 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

ILA FOR COUNTY'S CHILLER STATION LOCATED AT FREEMAN JUSTICE CENTER  
SECURED PARKING LOT

coverage, nor shall any contract entered into by the County or the FKAA be required to contain any provision for waiver.

**PRIVILEGES AND IMMUNITIES.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County or the FKAA, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

**LEGAL OBLIGATIONS AND RESPONSIBILITIES.** This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, 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 either party, except to the extent permitted by law.

**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 County and the FKAA agree that neither the County nor the FKAA 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.

**EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

**TERMINATION.** This Agreement may be terminated by either party due to a breach of any provisions of this Agreement if, after written notice of the breach is delivered to the other party, the other party does not cure the breach within ten (10) days following delivery of notice of breach. The parties may terminate this Agreement upon giving sixty (60) days prior written notice to the other party. Any waiver of any breach of covenants herein contained shall not be deemed to be a continuing waiver and shall not operate to bar either party from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise. Termination of this Agreement for this project shall have no effect on any other agreement between the County and the FKAA.

**ASSIGNMENT.** Neither the FKAA nor the County shall have the power to assign rights or obligations created by this Agreement to any third party without the prior written consent of the other party. All of the obligations of this Agreement will extend to and bind the legal

representatives, successors and assigns of the FKAA and the County.

**AMENDMENT OF AGREEMENT.** This Agreement may be amended only in a writing signed by an Authorized Representative of each of the parties hereto.

**NOTICES.** Notices in this Agreement, unless otherwise specified, must be sent by certified mail to the following:

For the County:

Mr. Roman Gastesi, County Administrator  
Monroe County  
1100 Simonton St.  
Key West, FL 33040

For FKAA:

Mr. Kirk Zuelch, Executive Director  
Florida Keys Aqueduct Authority  
1100 Kennedy Drive, MONROE COUNTY ATTORNEY  
Key West, FL 33040 APPROVED AS TO FORM

For the County:

County Attorney's Office  
1111 12<sup>th</sup> Street  
4<sup>th</sup> Floor, Suite 408  
Key West, FL 33040

CHRIS AMBROSIO  
ASSISTANT COUNTY ATTORNEY

Date:

**FULL UNDERSTANDING.** This Agreement constitutes the parties' final mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This Agreement cannot be modified or replaced except by another written and signed agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on their behalf by the FKAA Executive Director and the County Mayor.

(SEAL)  
ATTEST:

By: Janet Coley Clerk

FKAA Board Approved: 9/28/2016

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: John Mayor 11/21/16  
Date: 11/21/16

THE FLORIDA KEYS AQUEDUCT  
AUTHORITY

By: Kirk C. Zuelch :  
Kirk C. Zuelch, Executive Director

Date: 9-28-16

**Sketch & Description**  
 Portion of  
**JACKSON SQUARE**  
 (Described in Deed Book G-64, Page 78)  
 CITY OF KEY WEST

**SURVEYOR'S REPORT:**

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description of the Parent Tract shown hereon is in accordance with the deed described in Deed Book G-64, Page 78, recorded in the Public Records of Monroe County, Florida.
4. The legal description of Parcel A was prepared by the surveyor.
5. No underground improvements were located.
6. Bearings shown hereon are assumed with the northeasterly right-of-way line of Thomas Street having a bearing of N 34°10'26" W.
7. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
8. This map is intended to be displayed at a scale of 1"=20' (1:240).
9. Abbreviation Legend: C= Centerline; L.B.= Licensed Business; M.C.R.= Monroe County Records; P= Per Record Plat; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.S.M. = Professional Surveyor & Mapper; R= Record; R/W = Right-of- Way.

**CERTIFICATION:**

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapters 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 08-01-2016



KEITH M. CHEE-A-TOW, P.L.S.  
 Florida Registration No. 5328  
 AVIROM & ASSOCIATES, INC.  
 L.B. No. 3300  
 EMAIL: [keith@aviromsurvey.com](mailto:keith@aviromsurvey.com)

REVISIONS	AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 <a href="http://www.AVIROMSURVEY.com">www.AVIROMSURVEY.com</a> ©2016 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.	JOB #: 10128-1 SCALE: 1" = 20' DATE: 08-01-2016 BY: K.M.C. CHECKED: K.M.C. F.B. N/A PG. N/A SHEET: 1 OF 3
		

**Sketch & Description**  
 Portion of  
**JACKSON SQUARE**  
 (Described in Deed Book G-64, Page 78)  
 CITY OF KEY WEST

**LAND DESCRIPTION:**

**Parent Tract**

(Per Deed Book G-64, Page 78)

A parcel or tract of land in JACKSON SQUARE in the City of Key West, Florida, according to William A. Whitehead's Map of the Island of Key West and more particularly described as follows:

COMMENCING at the intersection of the northwesterly property line of Southard Street and the northeasterly property line of Thomas Street, run northwesterly along the northeasterly property line of Thomas Street for a distance of 217.0 feet to the Point of Beginning of the parcel or tract of land hereinafter described; from said Point of Beginning, continue northwesterly along the northeasterly property line of Thomas Street for a distance of 75.25 feet to a point; thence at right angles and northeasterly and parallel with Southard Street for a distance of 152.42 feet to a point; thence at right angles and southeasterly and parallel with Thomas Street for a distance of 142.25 feet to a point; thence at right angles and southwesterly and parallel with Southard Street for a distance of 22.42 feet to a point; thence at right angles and northwesterly and parallel with Thomas Street for a distance of 67.0 feet to a point; thence at right angles and southwesterly and parallel with Southard Street for a distance of 130.0 feet back to the Point of Beginning.

Said lands lying and situate in the City of Key West, Monroe County, Florida, containing 12,972 square feet (0.298 acres), more or less.

**LAND DESCRIPTION:**

**Parcel A**

A parcel of land being a portion of the above described lands, within JACKSON SQUARE in the City of Key West, Florida, according to William A. Whitehead's Map of the Island of Key West more particularly described as follows:

COMMENCING at the intersection of the northwesterly property line of Southard Street and the northeasterly property line of Thomas Street, run northwesterly along the northeasterly property line of Thomas Street for a distance of 253.75 feet to the Point of Beginning of the parcel of land hereinafter described; from said Point of Beginning, continue northwesterly along the northeasterly property line of Thomas Street for a distance of 38.50 feet to a point; thence at right angles and northeasterly and parallel with Southard Street for a distance of 36.50 feet to a point; thence at right angles and southeasterly and parallel with Thomas Street for a distance of 38.50 feet to a point; thence at right angles and southwesterly and parallel with Southard Street for a distance of 36.50 feet back to the Point of Beginning.

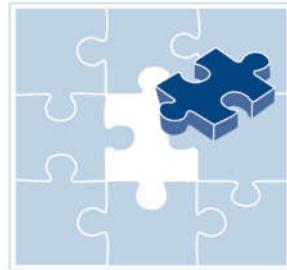
Said lands lying and situate in the City of Key West, Monroe County, Florida, containing 1,405.25 square feet (0.03 acre), more or less.

REVISIONS	AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 www.AVIROMSURVEY.com	JOB #: 10128-1 SCALE: 1" = 20' DATE: 08-01-2016 BY: K.M.C. CHECKED: K.M.C. F.B. N/A PG. N/A SHEET: 2 OF 3
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# Monroe County Chiller Plant

521 Thomas Street, Key West, Florida (RE# 00010110-000000)

TREPANIER



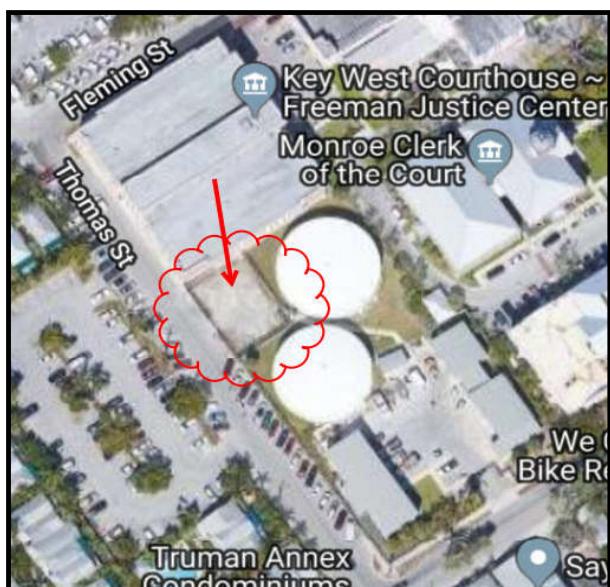
& ASSOCIATES INC

LAND USE PLANNING  
DEVELOPMENT CONSULTANTS

## Minor Development Plan

Chapter 108, Article II, Sections 108-276 – 108-289  
and 108-346 – 108-352

### Project Description (Sec. 108-229):

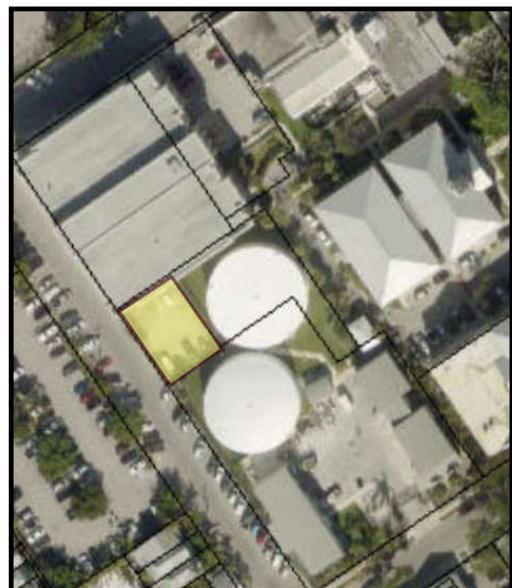


This application is a request for Minor Development Plan approval for the construction of a 1,171 sq. ft. accessory chiller plant located on the 0.298-acre parcel at 521 Thomas Street. This chiller is an integral part of the Jackson Square Courthouse air conditioning system. The chiller apparatus is currently located on the roof of 312 Fleming Street, which is scheduled to be demolished.

The new proposed location for the chiller is on the adjacent fenced, vacant, scarified and impervious FKAA property. Both the Courthouse Complex and the FKAA parcel are permitted uses located within the Historic Public and Semipublic Services (HPS) zoning district.

### Key persons and entities (Sec. 108-228) involved in this project are as follows:

Owner:	Florida Keys Aqueduct Commission
Authorized Agent:	Monroe County Public Works
Engineer:	TY Lin International
Architect:	Bender & Associates Architects
Surveyor:	Avirom & Associates, Inc
Planner:	Trepanier & Associates, Inc.



### Background:

A Major Development Plan, Conditional Use and Variance application was submitted in 2016 and reviewed at the May 25, 2017 DRC meeting. Following DRC and pre-application meetings with HARC staff, this project was halted for redesign.

<b>Site Data Table</b>				
Site Data	Permitted/ Required	Existing	Proposed	Variance Request
Zoning	HPS	HPS	No Change	Complies
Flood zone	--	Zone X	No Change	Complies
Height	25 ft	30 ft. (Water Tank)	27'- 7" (New Building)	Variance – 2'-7"
Site Size	--	12,972 sq. ft.	No Change	Complies
Density:	N/A	N/A	N/A	N/A
Floor Area Ratio	1.0	(0.35) 4646 sq. ft.	(.54) 7006 sq. ft.	Complies
Building Coverage	40% (5,188 sq. ft.)	35.8% (4,646 sq. ft.)	45.6% (5,920 sq. ft.)	Variance - 5.6% (732 sq. ft.)
Impervious Surface	50% (6,486 sq. ft.)	67.4% (8,743 sq. ft.)	66.9% (8,681 sq. ft.)	Complies
Open Space	20% (2594 sq. ft.)	31.7% (4120 sq. ft.)	32.2% (4184 sq. ft.)	Complies
Landscape	20% (2594 sq. ft.)	31.7% (4120 sq. ft.)	32.2% (4184 sq. ft.)	Waiver Request
Setback – Front	20 ft.	20 ft.	5 ft.	Variance - 15 ft.
Side Setback – North	10% of lot width (7.5 ft.)	7.5 ft.	7.5 ft. (new building)	Complies
Side Setback – South	10% of lot width (7.5 ft.)	0 ft. - Water tank	7.5 ft. (new building)	Complies
Setback – Street Side	10 ft.	N/A	N/A	N/A
Setback – Rear	20 ft.	5.9 ft.- Water tank	No Change	Complies
Parking	0	0	No Change	Complies
Accessible Parking	0	0	No change	Complies
Bicycle Parking	0	0	No change	Complies
Consumption Area	N/A	N/A	N/A	N/A

### Article III Site Plan (Sections 108-276 – 289)

Site Location and Character of Use (Section 108-277):

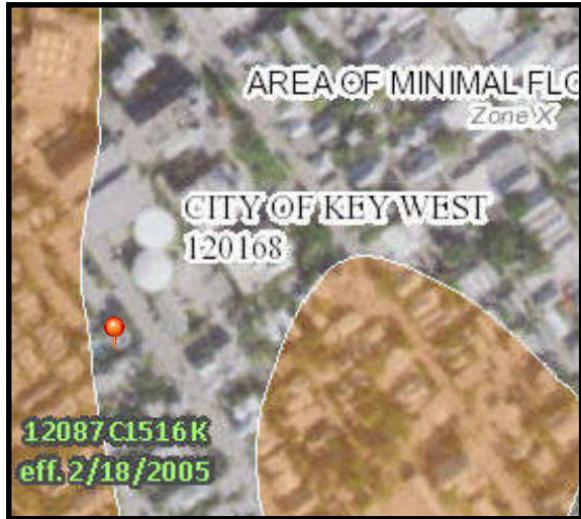
#### Location:

This public service property is located along Thomas Street between Fleming and Southard streets. This portion of Thomas Street runs behind the back of the courthouse complex and is predominantly used by its employees for parking; this project will not displace any existing parking.



#### Legal Description:

KW PT Lot 2, Square 33, collectively known as 930 Eaton Street.



### Flood Zone:

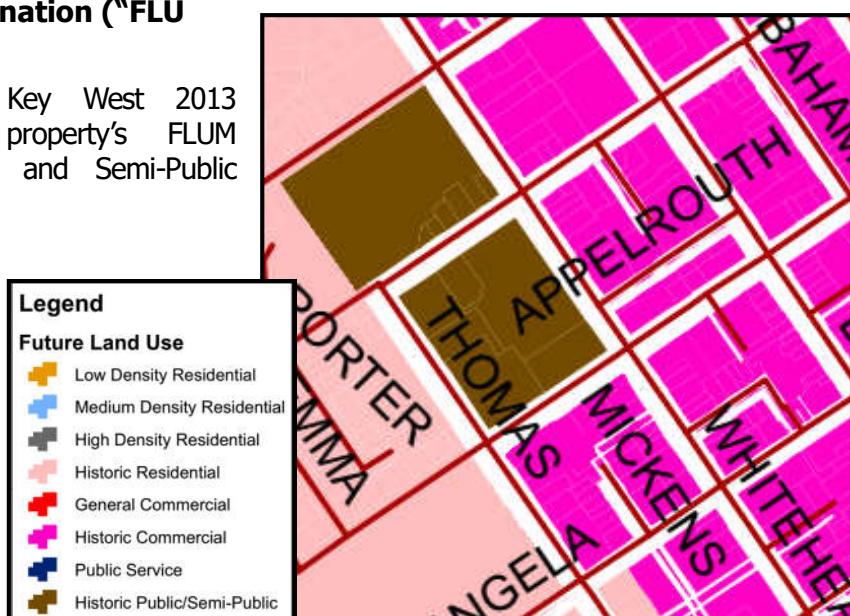
According to the 2005 FEMA Flood Insurance Map, the property is located within the X Zone. This means that the area has a 1% annual chance of flooding.

### Future Land Use Map Designation ("FLUM M"):

According to the City of Key West 2013 Comprehensive Plan, the property's FLUM designation is Historic Public and Semi-Public ("HPS").

#### Policy 1-1.1.10: Allowed Uses in Historic Public and Semi-Public:

The maximum FAR for the HPS area shall be 1.0, excepting large scale regional public facilities. The latter projects may have a higher FAR if approved by City Commission. However, prior



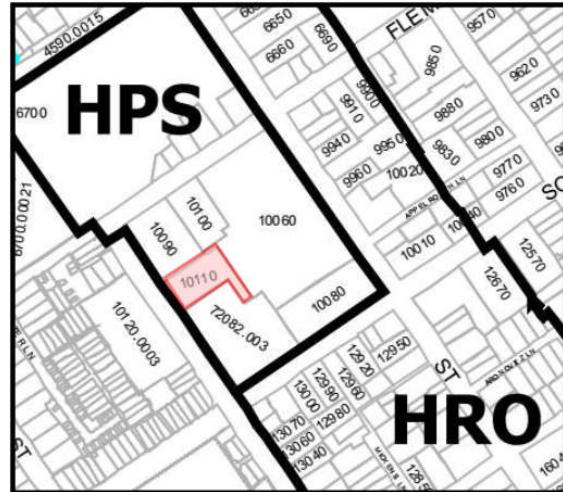
to approving an FAR in excess of 1.0, the City Commission must render a finding that the proposed public facility requires a higher FAR in order to accommodate a regional service necessary to the general health, safety, and welfare of the City and/or County. Furthermore, the finding must indicate that the regional facility as proposed shall comply with all other qualitative and quantitative criteria of the Comprehensive Plan and Land Development Regulations, including, but not limited to the adopted concurrency management policies. In no case may the City approve a FAR of greater than 1.75.

The City shall monitor the need for increased land area for institutional uses and shall ensure that adequate lands are provided in the public and semi-public land use designation. Land uses such as cultural or civic centers, and public or private not-for-profit uses may be included within this land use designation.

### **Zoning:**

According to the City of Key West Zoning Map, the property is zoned is Historic Public and Semi-Public ("HPS").

Per code section 122-956, the intent of the historic public and semipublic services district (*HPS*) is established to implement comprehensive plan policies for areas designated "*HPS*" on the future land use map. The *HPS* district shall accommodate existing public and semipublic services.



The proposed chiller plant is accessory to the Monroe County Courthouse Complex. The chilling equipment will be housed in a separate structure located on the adjacent parcel owned by Florida Keys Aqueduct Authority. A variance to Sec. 86-9 has been requested to allow an accessory structure to be located on an adjacent parcel.

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

All mechanical equipment and utility hardware will be appropriately screened. No waste storage areas are proposed for this site.

Front-end loaded refuse container requirements (Sec. 108-280):

A front-end loaded refuse container is not required or proposed.

Roll-off Compactor Container location requirements (Sec. 108-281):

A roll-off container is not required or proposed.

Utility lines (Section 108-282):

Compliance is proposed

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

NA – no manufacturing activities are proposed.

Exterior Lighting (Section 108-284):

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

Signs (Section 108-285):

No new signage is proposed.

Pedestrian sidewalks (Section 108-286):

A pedestrian sidewalk is proposed per the submitted site plan.

Loading docks (Section 108-287):

No loading docks are required or proposed.

Storage Areas (Section 108-288):

No storage areas are required or proposed.

Land Clearing, Excavation, and Fill (Sec 108-289):

There is no land clearing, excavation or fill proposed.

Traffic Impacts (Sections 108-316 – 319):

NA – no traffic generation, parking or vehicular circulation is required of proposed.

Open Space, Screening, Buffers and Landscaping (Article V and VI) of Chapter 108: Sections 108-346 – 108-352

**Landscape Waiver:**

The current project proposes modest improvements to the site as depicted in the plans, however, full compliance with the landscape and buffer requirements of Sec. 108 is not possible. The applicant seeks a modification to the open space, screening, buffers and landscaping requirements of Sec. 108 as follows.

Code Section	Required	Proposed	Plant units Required	Plant units Proposed
Street frontage (Sec. 108-413)	10' width	5' width	30	16
Perimeter (Sec. 108-415)	5'	2.5' partial perimeter		
Nonvehicle use areas (108-416)	30-39% open space	32% open space	4 trees/2,500 sf	0

This project seeks a waiver/ modification to the standards of this ordinance and hereby files such with the city planning office.

This request is to waive the following landscape requirements of Sec. 108-346 through Sec. 108-352 so as to:

1. Protect and preserve the integrity of this vital community service.
2. The waiver will not have a significant adverse impact on the public interest, or on adjacent property.
3. The waiver or modification is not discriminatory, considering similar situations in the general area.
4. The development will provide an alternative landscape solution which will achieve the purposes of the requirement through clearly superior design.

5. The waiver or modification is necessary to preserve or enhance significant existing cultural and public-like facilities related to the development site.
6. Strict application of the requirement will effectively deprive the owner and the community of reasonable use of the land for the intended purpose due to its unusual size, shape, and location.
7. The effect upon the owner is not outweighed by a valid public purpose in imposing the requirement in this case.
8. The unusual conditions involved, i.e. the need for case-managed health care, housing assistance, and support services for HIV-infected residents of the Florida Keys are not the result of actions of the developer or property owner which occurred after the effective date of the ordinance from which this section derives.
9. Strict application of the requirement would be technically impractical.

## **CONCURRENCY ANALYSIS:**

### **Concurrency Facilities and Other Utilities or Services (Sec. 108-233):**

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

The following specific issues are outlined:

1. Roads/Trip Generation
2. Potable Water
3. Sanitary Sewer
4. Solid Waste
5. Recyclables
6. Drainage

The following concurrency analysis reflects the proposed chiller facility on a current public utilities plant.

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

This property currently functions as a water storage facility for the Florida Keys Aqueduct Authority with a vehicle use area with no parking. The proposed addition of the Courthouse chiller will not create any new trip generation and will not require additional parking.

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

**Policy 2-1.1.3: Dense Urban Land Area.** The City of Key West is a substantially developed dense urban land area and is thereby exempted from transportation concurrency requirements for roadways. The City

recognizes that its development characteristics make substantive expansion of capacity of the roadway system prohibitive. The City will therefore prioritize improving the safety and function of existing roads and multi-modal transportation improvements (i.e. transit, air, boat, bicycles, pedestrianism, mixed-use development) as its primary strategies for addressing current and projected transportation needs.

#### Policy 4-1.1.2.C – Potable Water

Based on the City of Key West adopted level of service the potable water demand is anticipated to increase at the end of this single-phase development plan (pursuant to Policy 4-1.1.2.C, the potable water LOS for residential uses is 100 gallons/capita/day and nonresidential development is 100 gal/capita/day).

The potable water level of service is anticipated to be **0.0 gal/day**

Summary Response: According to the assumptions in the comprehensive plan, the potable water flow is anticipated to **remain unchanged**.

Designation		LOS	Daily Capacity	Gal/day
Existing	Nonresidential	100gal/capita <sup>1</sup> /day	100 gal /ppl /day = 100 x 0 ppl	0.0
Proposed	Nonresidential	100gal/capita <sup>2</sup> /day	100 gal /ppl /day = 100 x 0 ppl	0.0
<b>Change in Potable Water Capacity</b>				<b>0</b>

The Aqueduct Authority has the capacity to supply adequate service to this property, as demonstrated below.

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

<sup>1</sup> Proposed development requires no assigned staff employed on-site

<sup>2</sup> Proposed development requires no assigned staff employed on-site

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

Based on the City of Key West adopted level of service the sanitary sewer demand is anticipated to increase at the end of this single-phase development plan (pursuant to Policy 4-1.1.2.A, the sanitary sewer LOS for nonresidential development is 660 gal/acre/day and the sanitary sewer LOS for residential development is 100 gal/capita/day and 90 gal/capita/day for seasonal residents.

The sanitary sewer flow is anticipated to be **196.54 gal/day**

Summary Response: According to the assumptions in the comprehensive plan, the sanitary sewer demand is anticipated to **remain unchanged**.

Designation		LOS	Daily Capacity	Gal/day
Existing	Nonresidential	660gal/capita <sup>3</sup> /day	660 gal /ppl /day = 660 x 0 ppl	0.0
Proposed	Nonresidential	660gal/capita <sup>4</sup> /day	660 gal /ppl /day = 660 x 0 ppl	0.0
<b>Change in Sanitary Sewer Flow</b>				<b>0</b>

The City contracts out the operation of the Richard A. Heyman Environmental Pollution Control Facility, its wastewater treatment plant (Plant), and the associated collection system to Operations Management International, Inc. (OMI). The Plant currently has the capacity to treat 10 million gallons per day, exceeding the capacity required to achieve the existing Level of Service Standard by approximately seven million gallons per day. Actual daily flow is 4.5 million gallons per day. This is a reduction from eight (8) million gallons per day due to a 67 million dollars capital improvement to the City's wastewater treatment during the past short-term planning period, including \$56 million for collection system rehabilitation.

As documented above, the City is exceeding its Level of Service Standard for Wastewater. The City projects a slight permanent population decrease, and only a slight increase in its functional population and non-residential development, during the short and long-range planning periods, so the current capacity should remain adequate. Ongoing capital improvements and continuing conservation efforts will continue to maintain and improve service delivery.<sup>5</sup>

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

<sup>3</sup> Proposed development requires no assigned staff employed on-site

<sup>4</sup> Proposed development requires no assigned staff employed on-site

<sup>5</sup> City of Key West Comprehensive Plan Data and Analysis, Pg. A-16

Based on the City of Key West adopted level of service the solid waste demand is anticipated to increase at the end of this single-phase development plan (pursuant to Policy 4-1.1.2.D, the solid waste LOS for nonresidential development is 6.37 lbs/capita/day) and the solid waste LOS for residential development is 2.66 lbs/capita/day).

The solid waste generation is anticipated to be **0.0 lbs/day**

Summary Response: According to the assumptions in the comprehensive plan, the solid waste generation is anticipated to **remain unchanged**.

Designation		LOS	Daily Capacity	Gal/day
Existing	Nonresidential	6.37 lbs/capita <sup>6</sup> /day	6.37 lbs /ppl /day = 6.37 x 0 ppl	0.0
	Nonresidential	6.37 lbs/capita <sup>7</sup> /day	6.37 lbs /ppl /day = 6.37 x 0 ppl	0.0
<b>Change in Solid Waste Generation</b>				<b>0</b>

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

As documented above, the City is meeting its Level of Service Standard for solid waste. The City projects a slight permanent population decrease, and only a slight increase in its functional population and non-residential development, during the short and long-range planning periods, and the current capacity should remain adequate. Ongoing capital improvements will be necessary to improve standards and service delivery.<sup>8</sup>

#### **Policy 4-1.1.2. D- Recyclable Waste Generation Level of Service**

Based on the City of Key West adopted level of service the recyclable waste demand is anticipated to increase at the end of this single-phase development plan (pursuant to

<sup>6</sup> Proposed development requires no assigned staff employed on-site

<sup>7</sup> Proposed development requires no assigned staff employed on-site

<sup>8</sup> City of Key West Comprehensive Plan Data and Analysis, Pg. A-17

Policy 4-1.1.2. D, the recyclable waste LOS for nonresidential development is 0.25 lbs/capita/day and the recyclable waste LOS for residential development is 0.50 lbs/capita/day).

The recyclable waste impact is anticipated to be **0.0 lbs/day**

Summary Response: According to the assumptions in the comprehensive plan, the recyclable waste generation is anticipated to **remain unchanged**.

Designation		LOS	Daily Capacity	Gal/day
Existing	Nonresidential	0.25 lbs/capita <sup>9</sup> /day	0.25 lbs /ppl /day = 0.25 x 0 ppl	0.0
Proposed	Nonresidential	0.25 lbs/capita <sup>10</sup> /day	0.25 lbs /ppl /day = 0.25 x 0 ppl	0.0
<b>Change in Recyclable Waste Generation</b>				<b>0</b>

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

The project is exempt from storm water management permitting requirements in accordance with Section 108-716(3), "Any maintenance, alteration, renewal, repair, use or improvement of an existing structure or the construction of any structure or modification thereto which does not create impervious surface exceeding 500 square feet. This shall not exempt the applicant from retaining the first one inch of rainfall on site as required by F.A.C. 17-25".

##### Existing Level of Service Standard

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

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<sup>9</sup> Proposed development requires no assigned staff employed on-site

<sup>10</sup> Proposed development requires no assigned staff employed on-site

# **Verification Form**

**City of Key West  
Planning Department**



**Verification Form**  
(Where Authorized Representative is an Entity)

I, Rob Tudor, in my capacity as Project Manager  
(print name) (print position; president, managing member)  
of Monroe County Public Works & Engineering  
(print name of entity serving as Authorized Representative)

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

**721 & 713 Thomas Street**

*Street Address of subject property*

All of the answers to the above questions, drawings, plans and any other attached data which make up the application, are true and correct to the best of my knowledge and belief. In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

**Rob Tudor**  
Digitally signed by Rob Tudor  
Date: 2019.04.16 14:50:11  
-04'00'

*Signature of Authorized Representative*

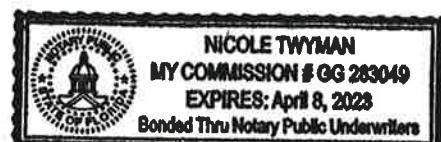
Subscribed and sworn to (or affirmed) before me on this 4.16.19 by  
date

Rob Tudor,  
Name of Authorized Representative

He/She is personally known to me or has presented N/A as identification.

Notary's Signature and Seal

Nicole Twyman  
Name of Acknowledger typed, printed or stamped



*Commission Number, if any*

# **Authorization Form**

**City of Key West  
Planning Department**



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

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

I, Rob Tudor

*Please Print Name of person with authority to execute documents on behalf of entity*

Project Manager

of Monroe County Public Works & Eng.

*Name of office (President, Managing Member)*

*Name of owner from deed*

authorize Trepanier & Associates, Inc.

*Please Print Name of Representative*

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

Rob Tudor

Digitally signed by Rob Tudor

Date: 2019.04.15 08:58:05 -04'00'

*Signature of person with authority to execute documents on behalf on entity owner*

Subscribed and sworn to (or affirmed) before me on this

15<sup>th</sup> April 2019

*Date*

by Rob Tudor

*Name of person with authority to execute documents on behalf on entity owner*

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

A handwritten signature in blue ink, appearing to read "Olympia M. Newton".

*Notary's Signature and Seal*

Olympia M. Newton

*Name of Acknowledger typed, printed or stamped*

# GG 59010

*Commission Number, if any*



**City of Key West**  
**Planning Department**



**Authorization Form**  
(Individual or Joint Owner)

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

I, Florida Keys Aqueduct Authority  authorize  
*Please Print Name(s) of Owner(s) as appears on the deed*

Monroe County

*Please Print Name of Representative*

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

Kirk C. Zuelch

*Signature of Owner*

Kirk C. Zuelch, Executive Director  
Florida Keys Aqueduct Authority

*Signature of Joint/Co-owner if applicable*

Subscribed and sworn to (or affirmed) before me on this

2/16/2017

*Date*

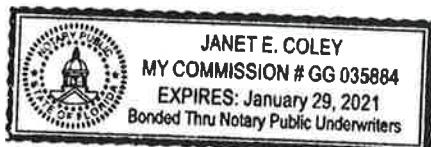
by Kirk C. Zuelch

*Name of Owner*

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

Janet E. Coley  
*Notary's Signature and Seal*

*Name of Acknowledger typed, printed or stamped*



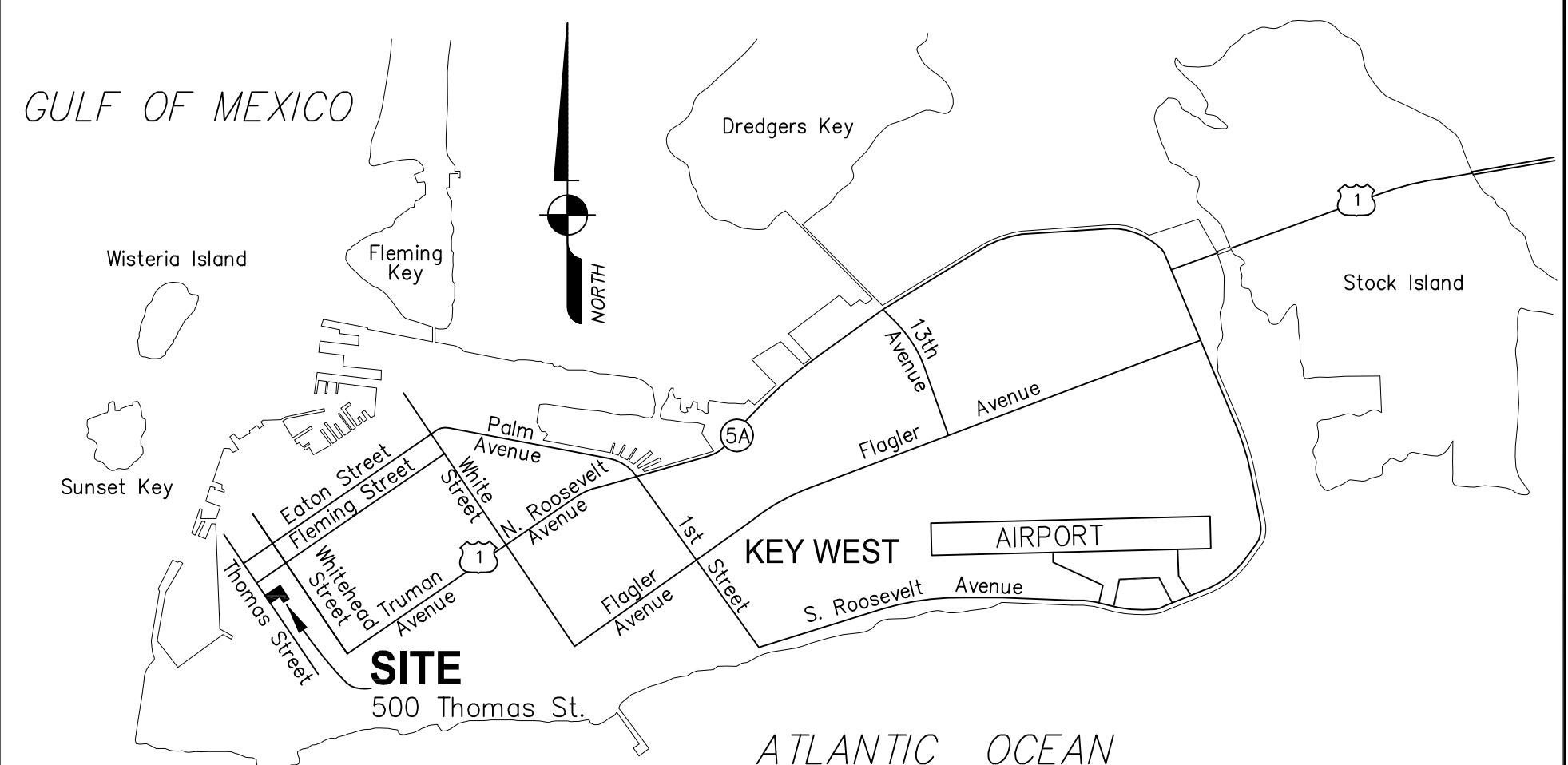
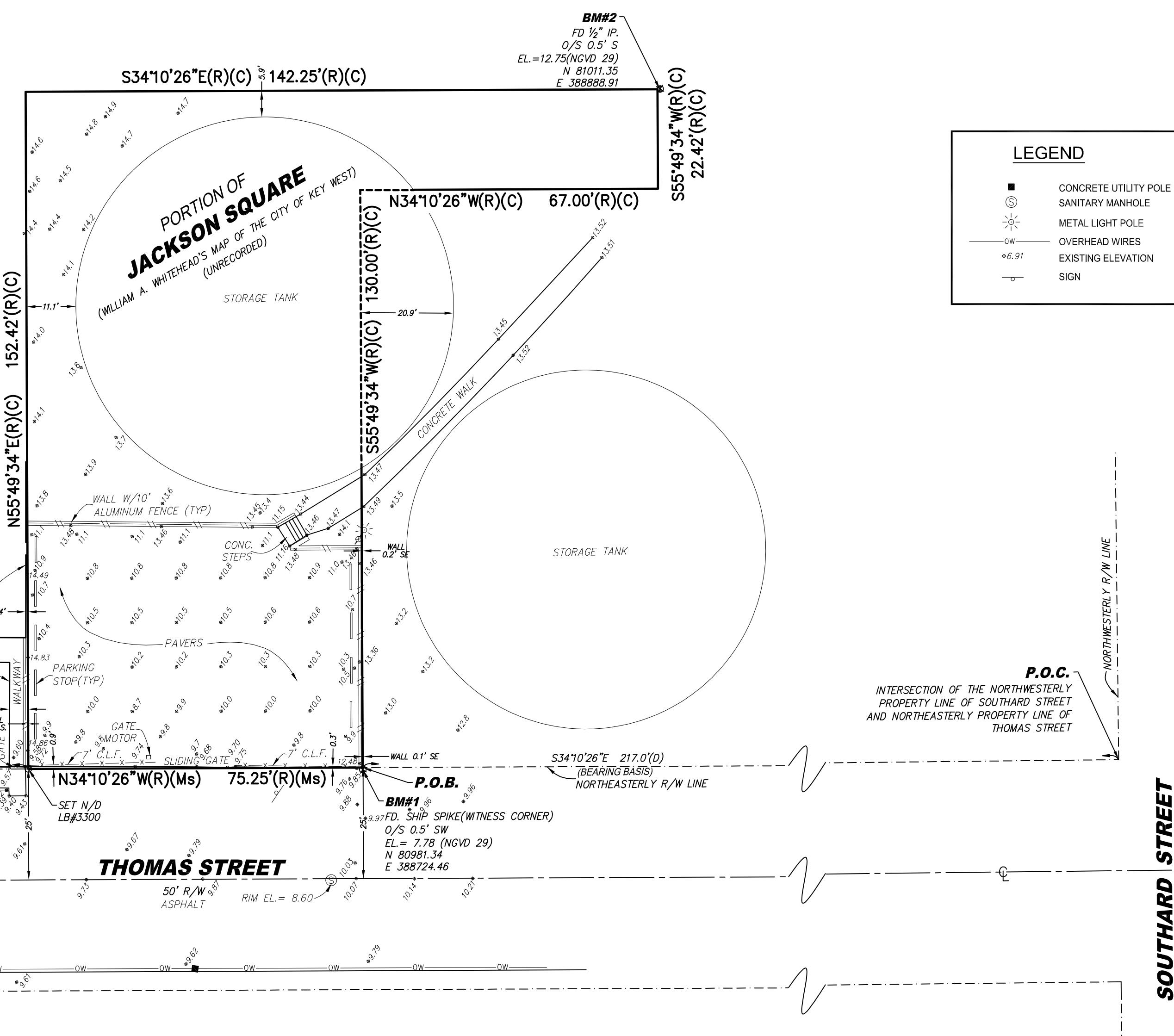
*Commission Number, if any*

# **Site Plans**

## FLEMING STREET

### REMAINDER OF JACKSON SQUARE

(WILLIAM A. WHITEHEAD'S MAP OF THE CITY OF KEY WEST)  
(UNRECORDED)



**LOCATION SKETCH**  
(NOT TO SCALE)

## LAND DESCRIPTION:

(Per Deed Book G-64, Page 78)  
A parcel or tract of land in JACKSON SQUARE in the City of Key West, Florida, according to William A. Whitehead's Map of the Island of Key West and more particularly described as follows:

Commencing at the intersection of the northwesterly property line of Southard Street and the northeasterly property line of Thomas Street, run northwesterly along the northeasterly property line of Thomas Street for a distance of 217.0 feet to the Point of Beginning of the parcel or tract of land hereinafter described; from said point of beginning, continue northwesterly along the northeasterly property line of Thomas Street for a distance of 75.25 feet to a point; thence at right angles and northeasterly and parallel with Southard Street for a distance of 152.42 feet to a point; thence at right angles and southeasterly and parallel with Thomas Street for a distance of 142.25 feet to a point; thence at right angles and southeasterly and parallel with Thomas Street for a distance of 67.00 feet to a point; thence at right angles and southwesterly and parallel with Southard Street for a distance of 130.00 feet back to the Point of Beginning.

Said lands lying and situate in the City of Key West, Monroe County, Florida, containing 12,972 square feet (0.298 acres), more or less.

## SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon is in accordance with the deed described in Deed Book G-64, Page 78, recorded in the Public Records of Monroe County, Florida.
4. The boundary shown hereon was determined from a preponderance of recovered boundary evidence and existing occupation relative to the legal description.
5. No underground improvements were located.
6. Bearings shown hereon are based on Grid North relative to the North American Datum of 1983, adjustment of 2011 (NAD 83/2011) Epoch 2010.00 of the Florida State Plane Coordinate System, East Zone established by a Real-Time Network (RTN) GPS Control Survey, which is certified to a 2 centimeter local accuracy, with the northeasterly right-of-way line of Thomas Street having a bearing of N34°10'26"E.
7. The entire property described hereon lies within Flood Zone X, as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map, Community Panel No. 12087C1516K dated 02/18/05.
8. Elevations shown hereon are in feet and based on the National Geodetic Vertical Datum of 1929 (NGVD 1929).
9. Benchmark Description: National Geodetic Survey Control Point 872 4580 TIDAL BASIC, PID AA0008, Elevation 14.32 (NGVD 1929).
10. Symbols shown hereon and in the legend may have been enlarged for clarity. These symbols have been plotted at the center of the field location and may not represent the actual shape or size of the feature.
11. This map is intended to be displayed at a scale of 1"=20' (1:240).
12. Units of measurement are in U.S. Survey Feet and decimal parts thereof. Well identified features in this survey were field measured to a horizontal positional accuracy of 0.10'.
13. Abbreviation Legend: B.M. = Benchmark; C = Calculated; C.L.F. = Chain Link Fence; CONC. = Concrete; EL. = Elevation; F.B. = Field Book; FD. = Found; GPS = Global Positioning System; ID. = Identification; I.P. = Iron Pipe; I.R. = Iron Rod; L.B. = Licensed Business; M.C.R. = Monroe County Records; Ms. = Measured; NAD = North American Datum; NAVD = North American Vertical Datum; N/D = Nail & Disk; NGVD = National Geodetic Vertical Datum; OW = Overhead Wires; P = Per Record Plat; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.S.M. = Professional Surveyor & Mapper; R = Record; R/W = Right-of-Way; TYP. = Typical; W/CAP = With Surveyors Cap;

## CERTIFICATION:

I HEREBY CERTIFY that the attached Topographic Survey of the herein described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Topographic Survey meets the Standards of Practice set forth in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: \_\_\_\_\_

KEITH M. CHEE-A-TOW, P.L.S.  
Florida Registration No. 5328  
AVIROM & ASSOCIATES, INC.  
L.B. No. 3300  
EMAIL: keith@aviromsurvey.com



**TOPOGRAPHIC SURVEY  
A PORTION OF  
SECTION 6-68-25  
WILLIAM A. WHITEHEAD'S MAP OF KEY WEST  
UNRECORDED  
KEY WEST  
MONROE COUNTY, FLORIDA**

SCALE: 1" = 20'	DATE: 02/25/2016
BY: KSB	CHECKED: KMC
F.B.: 1764	PG.: 74
SHEET: 1 OF 1	JOB #: 10128

Sketch & Description  
Portion of  
**JACKSON SQUARE**  
(Described in Deed Book G-64, Page 78)  
CITY OF KEY WEST

A vertical compass rose with a black needle pointing upwards, labeled 'NORTH' at the bottom.

(PER CITY OF KEY WEST ENCL)

THOMAS  
(pa)

STREET

SCALE IN FEET  
1" = 20'

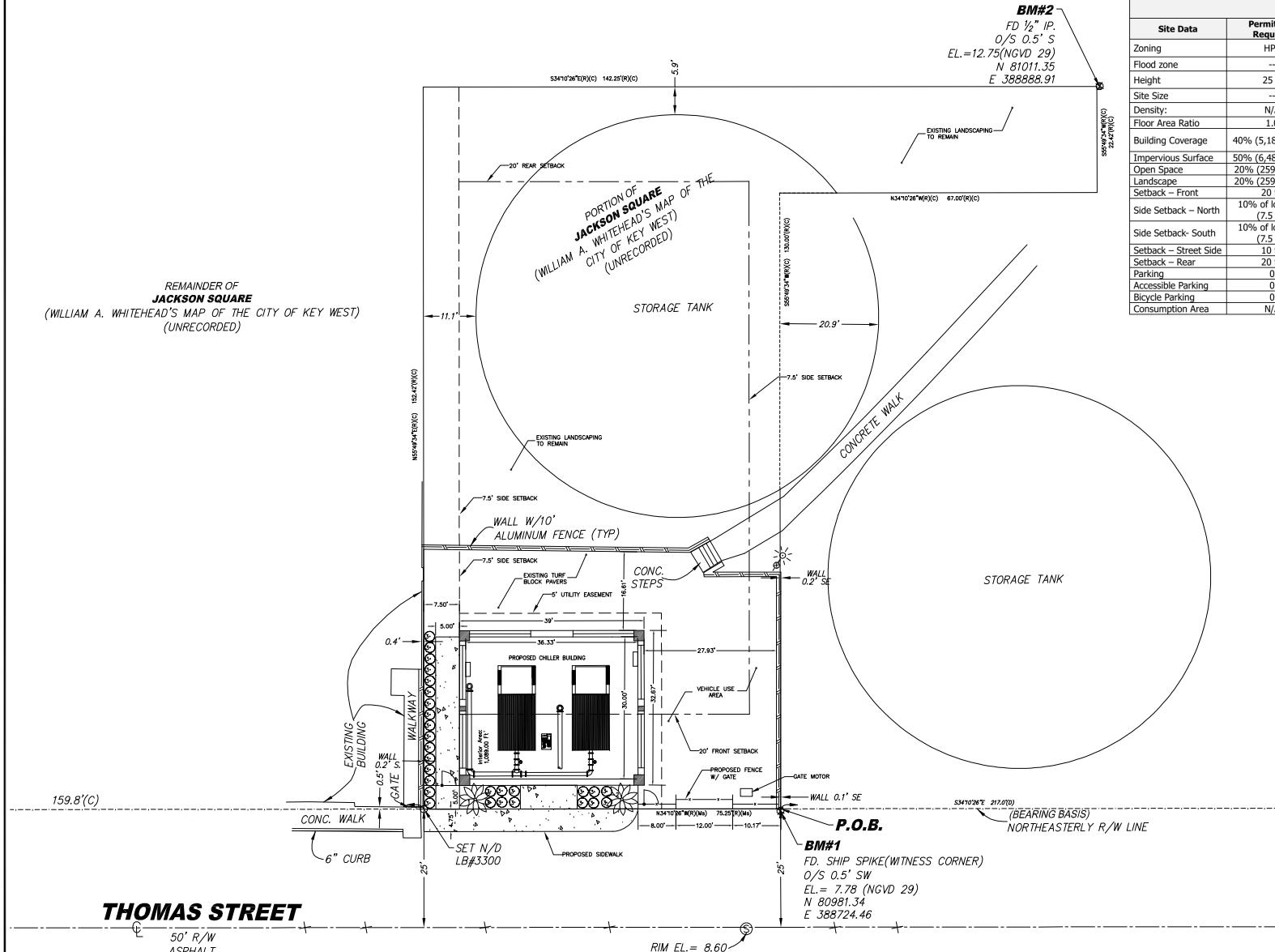
The logo for Avirom & Associates is a circular emblem. The top half of the circle contains the text "AVIROM & ASSOCIATES" in a bold, sans-serif font, with a registered trademark symbol (®) at the end. The bottom half of the circle contains the text "ESTABLISHED 1981". In the center of the circle is a stylized icon of a tripod camera or telescope, with a horizontal bar extending from its top.

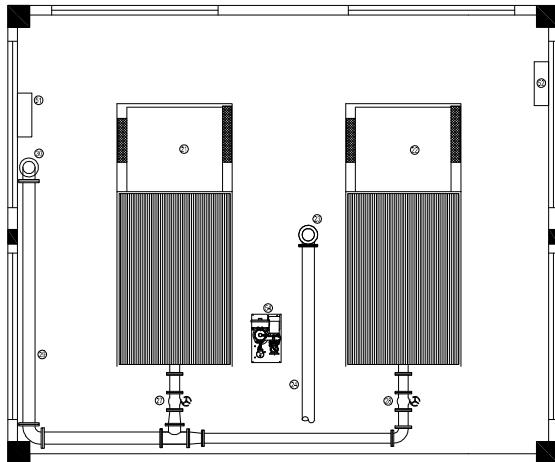
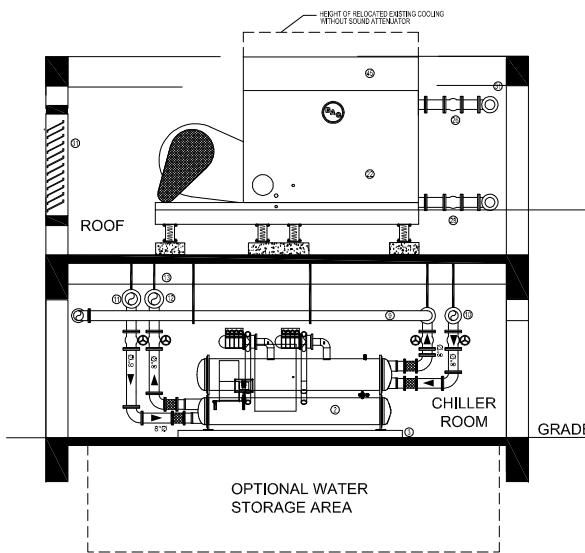
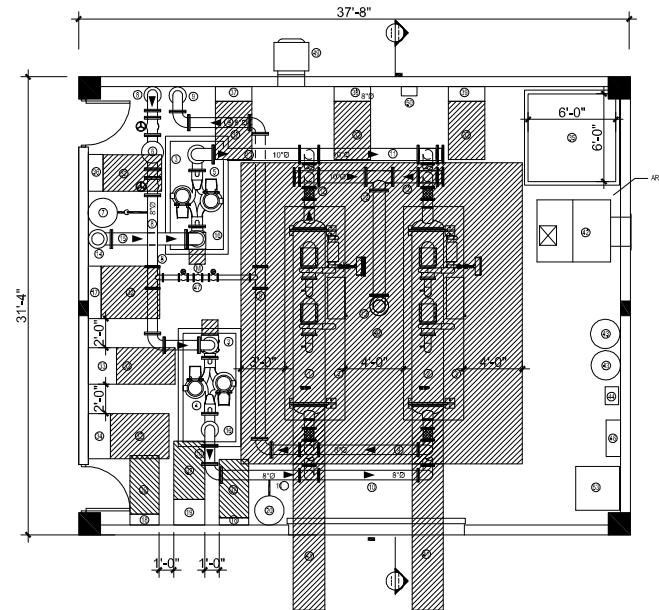
**AVIROM & ASSOCIATES, INC.**  
**SURVEYING & MAPPING**  
50 S.W. 2nd AVENUE, SUITE 102  
BOCA RATON, FLORIDA 33432  
TEL. (561) 392-2594, FAX (561) 394-7125  
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JOB #: **10128-1**  
SCALE: 1" = 20'  
DATE: 08-01-2016  
BY: K.M.C.  
CHECKED: K.M.C.  
F.B. N/A PG. N/A  
SHEET: **3 OF 3**

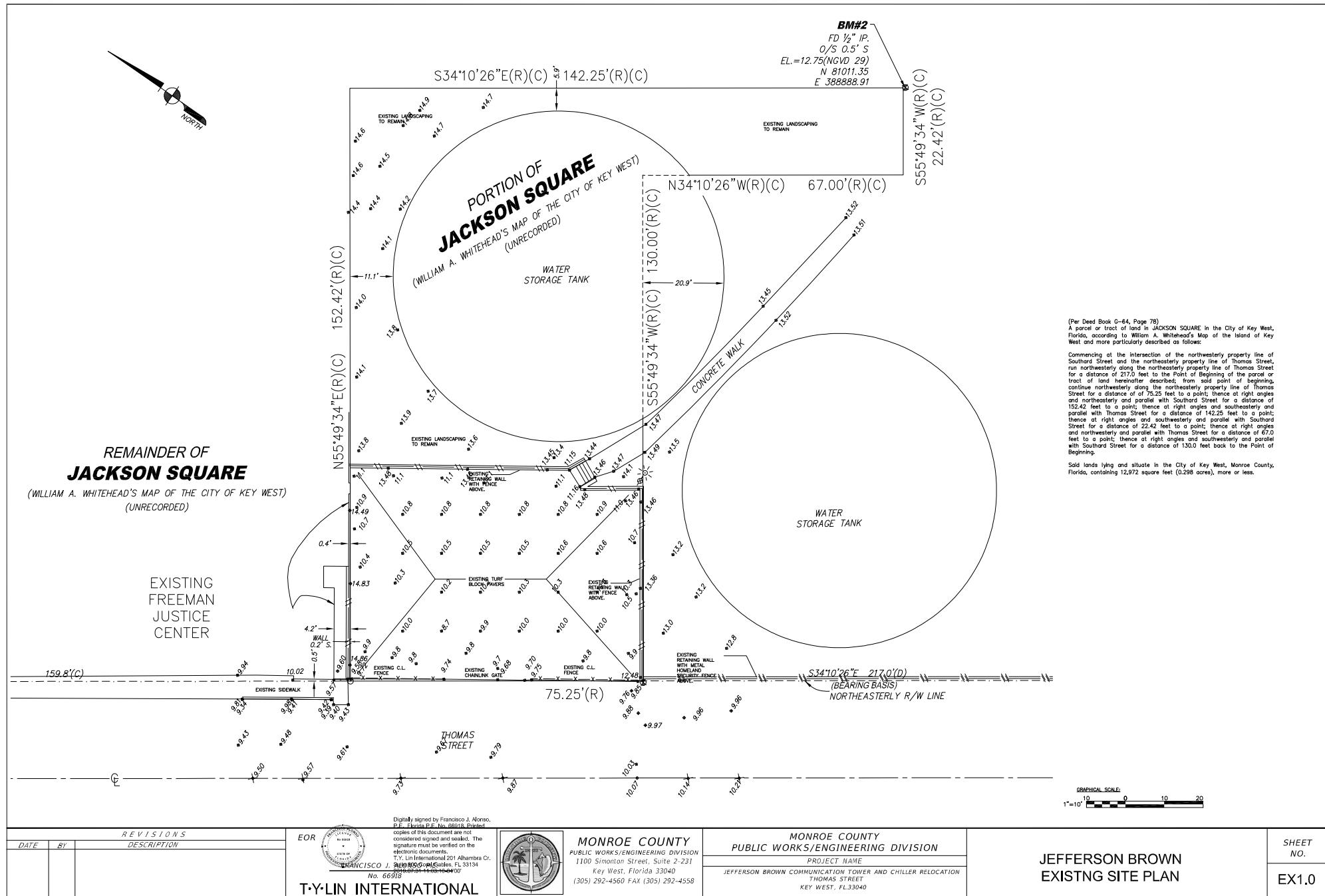
REMAINDER OF  
**JACKSON SQUARE**  
(WILLIAM A. WHITEHEAD'S MAP OF THE CITY OF KEY WEST)  
(UNRECORDED)





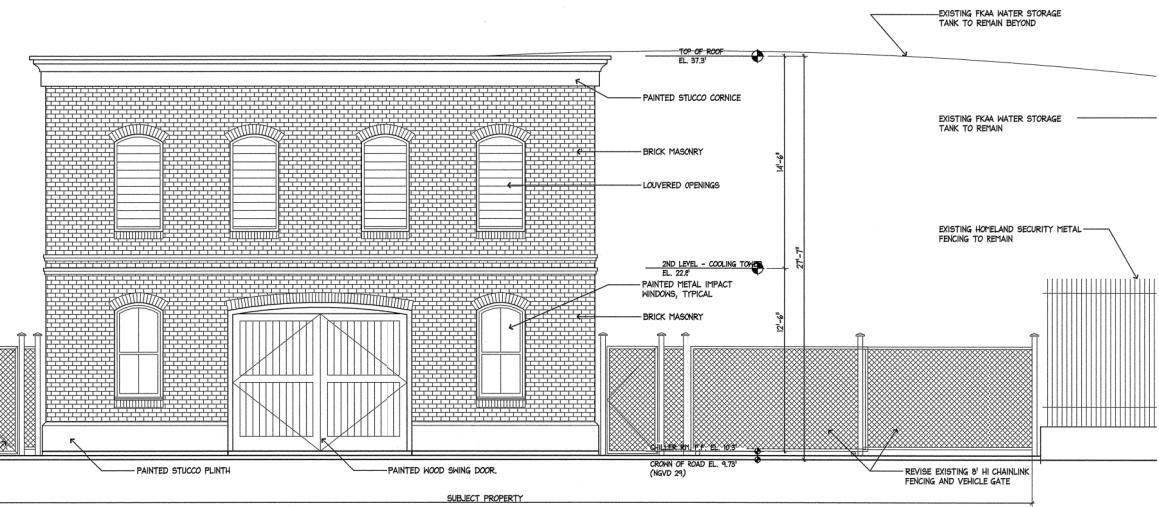
FOR PLANNING  
APPROVAL ONLY

REVISIONS	DATE	BY	DESCRIPTION	EOR	MONROE COUNTY PUBLIC WORKS/ENGINEERING DIVISION 1100 Simonton Street, Suite 2-231 Key West, Florida 33040 (305) 292-4580 FAX (305) 292-4558	MONROE COUNTY PUBLIC WORKS/ENGINEERING DIVISION PROJECT NAME JEFFERSON BROWN COMMUNICATION TOWER AND CHILLER RELOCATION THOMAS STREET KEY WEST, FL 33040	PROPOSED CHILLER ROOM AND COOLING TOWERS LAYOUT	SHEET NO.
				Digitally signed by Francisco J. Almio, P.E. Florida P.E. No. 66918 Printed copies of this document must be signed and sealed. The signature must be verified on the electronic documents. T.Y. Lin International 201 Alhambra No. 66918 07/31/09 4:44:05 AM '09	T.Y. LIN INTERNATIONAL			M1.2A



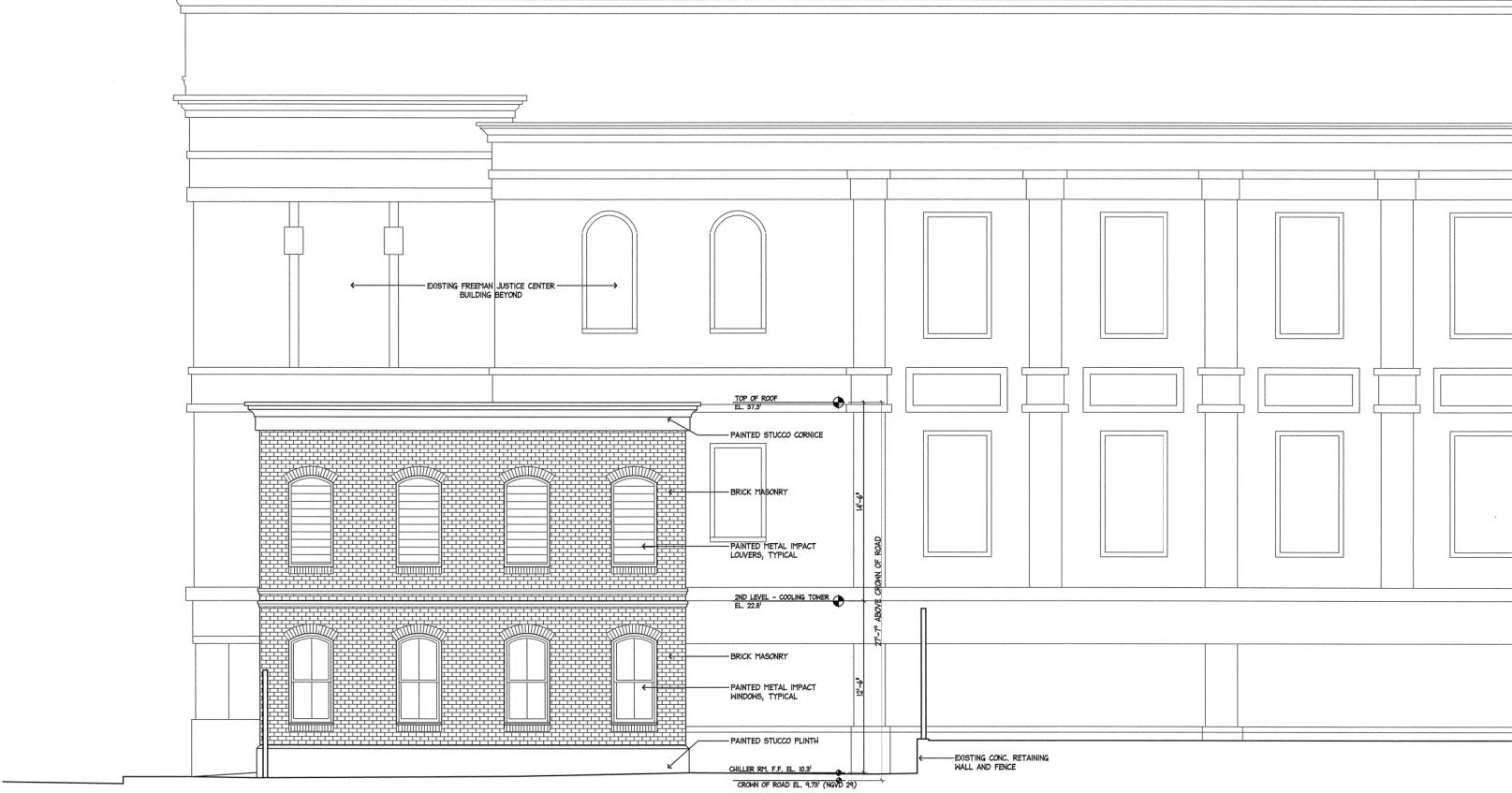


PROPOSED WEST (THOMAS STREET) EXTERIOR ELEVATION  
M2.1 SCALE: 1/4"=1'-0"



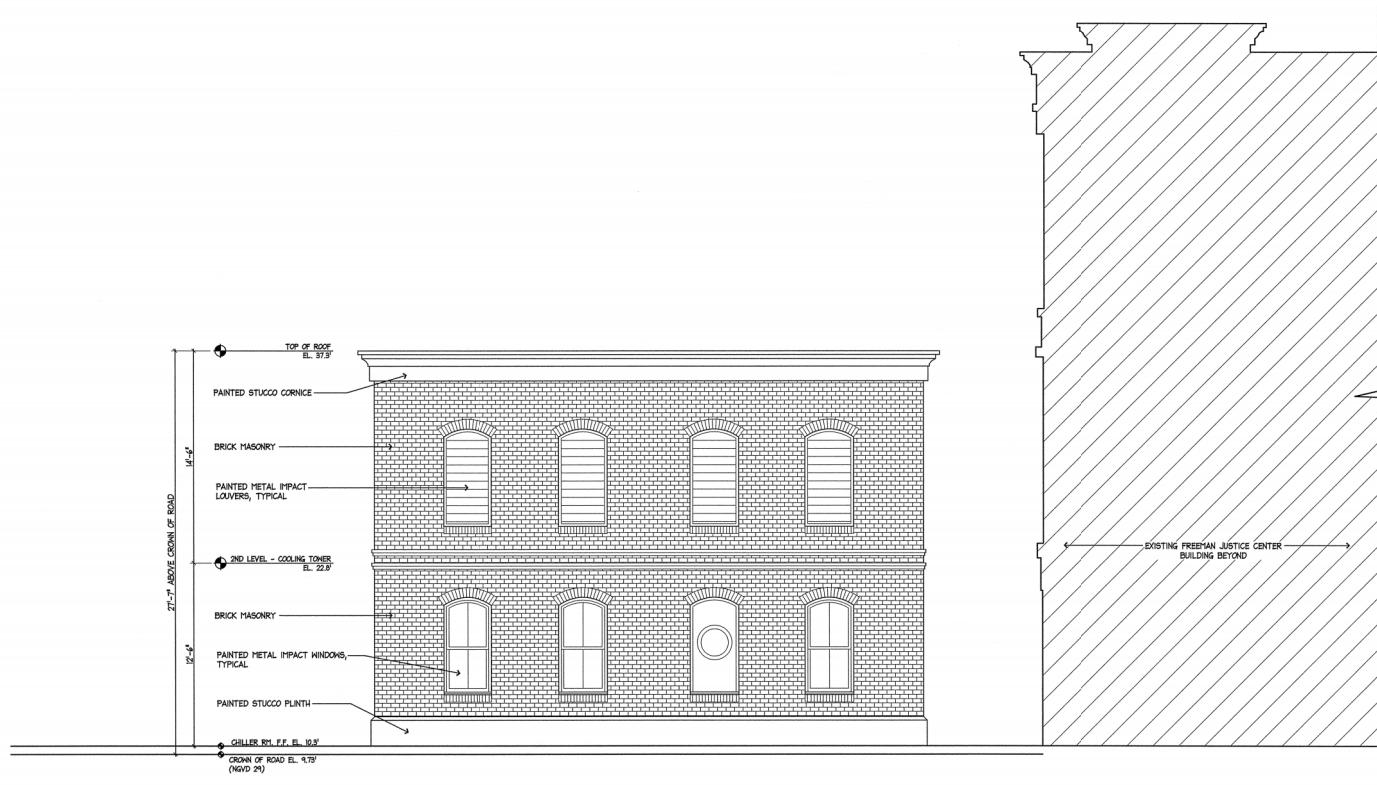
SUBJECT PROPERTY

REVISIONS		EOR	T-Y-LIN INTERNATIONAL Bender & Associates ARCHITECTS	MONROE COUNTY PUBLIC WORKS/ENGINEERING DIVISION 1100 Simonton Street, Suite 2-231 Key West, Florida 33040 (305) 292-4560 FAX (305) 292-4558	MONROE COUNTY PUBLIC WORKS/ENGINEERING DIVISION PROJECT NAME JEFFERSON BROWN COMMUNICATION TOWER AND CHILLER RELOCATION THOMAS STREET KEY WEST, FL 33040	JEFFERSON BROWN PROPOSED EXTERIOR ELEVATIONS	SHEET NO. M2.1
DATE	BY						



1 PROPOSED SOUTH EXTERIOR ELEVATION  
M2.2 SCALE: 1/4"=1'-0"

REVISIONS		FOR	MONROE COUNTY	MONROE COUNTY	JEFFERSON BROWN	SHEET NO.
DATE	BY	DESCRIPTION	ARCHITECTS	PUBLIC WORKS/ENGINEERING DIVISION	PROJECT NAME	
			Bender & Associates T-Y-LIN INTERNATIONAL ARCHITECTS p.s.	1100 Simonton Street, Suite 2-231 Key West, Florida 33040 (305) 292-4560 FAX (305) 292-4558	JEFFERSON BROWN COMMUNICATION TOWER AND CHILLER RELOCATION THOMAS STREET KEY WEST, FL 33040	PROPOSED EXTERIOR ELEVATIONS
						M2.2



PROPOSED EAST EXTERIOR ELEVATION  
12.3 SCALE: 1/4"=1'-0"

REVISIONS		DATE	BY	DESCRIPTION



MONROE COUNTY  
PUBLIC WORKS/ENGINEERING DIVISION  
1100 Simonton Street, Suite 2-231  
Key West, Florida 33040  
(305) 292-4560 FAX (305)  
292-4558

MONROE COUNTY  
PUBLIC WORKS/ENGINEERING DIVISION  
PROJECT NAME  
JEFFERSON BROWN COMMUNICATION TOWER AND CHILLER RELOCATION  
THOMAS STREET  
KEY WEST, FL 33040

JEFFERSON BROWN  
PROPOSED  
EXTERIOR  
ELEVATIONS

SHEET  
NO.  
M2.3  
4



PROPOSED NORTH EXTERIOR ELEVATION  
12'-4" SCALE: 1/4"=1'-0"

REVISIONS		
DATE	BY	DESCRIPTION

FOR  
**T-Y-LIN INTERNATIONAL**  
Bender & Associates  
ARCHITECTS  
p.s.

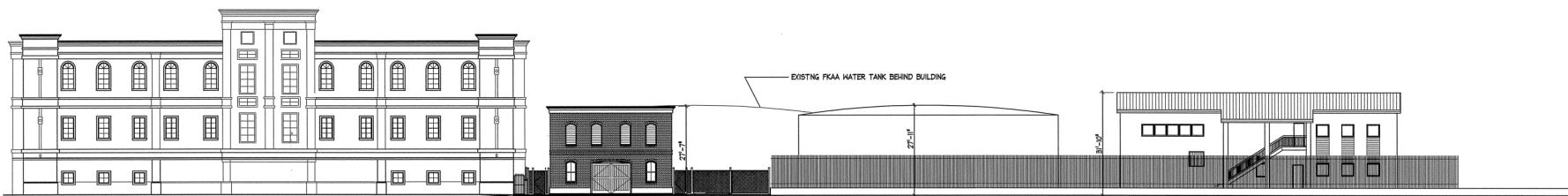


MONROE COUNTY  
PUBLIC WORKS/ENGINEERING DIVISION  
1100 Simonton Street, Suite 2-231  
Key West, Florida 33040  
(305) 292-4560 FAX (305)  
292-4558

MONROE COUNTY  
PUBLIC WORKS/ENGINEERING DIVISION  
PROJECT NAME  
JEFFERSON BROWN COMMUNICATION TOWER AND CHILLER RELOCATION  
THOMAS STREET  
KEY WEST, FL 33040

JEFFERSON BROWN  
PROPOSED EXTERIOR  
ELEVATIONS

SHEET  
NO.  
**M2.4**



1 PROPOSED THOMAS STREET EXTERIOR ELEVATION - ENTIRE BLOCK  
M2.5 SCALE: 1/16"=1'-0"

REVISIONS		EOR T.Y.LIN INTERNATIONAL Bender & Associates ARCHITECTS p.s.	MONROE COUNTY PUBLIC WORKS/ENGINEERING DIVISION 1100 Simonton Street, Suite 2-231 Key West, Florida 33040 (305) 292-4560 FAX (305) 292-4558	MONROE COUNTY PUBLIC WORKS/ENGINEERING DIVISION PROJECT NAME JEFFERSON BROWN COMMUNICATION TOWER AND CHILLER RELOCATION THOMAS STREET KEY WEST, FL 33040	JEFFERSON BROWN PROPOSED EXTERIOR ELEVATIONS	SHEET NO. M2.5
DATE	BY					

# **Site Visit**

521 Thomas Street, Key west, Florida 33040  
SITE VISIT



521 Thomas Street, Key west, Florida 33040  
SITE VISIT



521 Thomas Street, Key west, Florida 33040  
SITE VISIT



521 Thomas Street, Key west, Florida 33040  
SITE VISIT



# **Additional Information**



## Summary

Parcel ID	00010110-000000
Account#	1010391
Property ID	1010391
Millage Group	10KW
Location Address	521 THOMAS St, KEY WEST
Legal Description	KW PT JACKSON SQ WATER WORKS G64-78/82 (Note: Not to be used on legal documents.)
Neighborhood	32020
Property Class	UTILITY (9100)
Subdivision	
Sec/Twp/Rng	06/68/25
Affordable Housing	No

## Owner

FLORIDA KEYS AQUEDUCT COMMISSION  
1100 Kennedy Dr  
Key West FL 33040

## Valuation

	2018	2017	2016	2015
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$724,638	\$724,638	\$724,638	\$724,638
+ Market Land Value	\$1,261,086	\$1,261,086	\$1,261,086	\$1,261,086
= Just Market Value	\$1,985,724	\$1,985,724	\$1,985,724	\$1,985,724
= Total Assessed Value	\$1,985,724	\$1,985,724	\$1,985,724	\$1,985,724
- School Exempt Value	(\$1,985,724)	(\$1,985,724)	(\$1,985,724)	(\$1,985,724)
= School Taxable Value	\$0	\$0	\$0	\$0

## Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL EXEMPT (100E)	12,972.00	Square Foot	0	0

## Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
	1957	1958	1	1	1

## View Tax Info

[View Taxes for this Parcel](#)

## Map



No data available for the following modules: Buildings, Commercial Buildings, Mobile Home Buildings, Exemptions, Sales, Permits, Sketches (click to enlarge), Photos, TRIM Notice.