

STAFF REPORT

DATE: November 29, 2023

RE: Modification Request for Settlement Agreement at Truesdale Court
(TC2022-00008), Florida Keys Outreach Coalition (FKOC)

FROM: Karen DeMaria, City of Key West Urban Forestry Manager

In September 2022, a Settlement Agreement was signed between the City and FKOC regarding the unauthorized removal of protected and regulated trees without benefit of a tree removal permit. The agreement requires the planting of (2) trees, one Gumbo limbo and (1) Royal Poinciana tree, each a minimum of 3 caliper inches, to be planted in the park area across from Truesdale Court, within 6 months of the signed agreement. As of November 1, 2023, the trees had not been planted.

A conversation was started with a representative from FKOC, Niels Hubbell, regarding the agreement. Due to the proposed construction of housing in the proposed planting area by the Housing Authority, and because of the proposed construction of housing at the FKOC property, it is being requested that the requirements of the settlement agreement be modified to add the trees to the requirement of the proposed landscape plan.

Karen DeMaria

From: Karen DeMaria
Sent: Wednesday, November 29, 2023 3:10 PM
To: Karen DeMaria
Subject: FW: [EXTERNAL] REPLACEMENT TREES PLANNED FOR FKOC POINCIANA HOUSING

From: nielshubbell@gmail.com <nielshubbell@gmail.com>
Sent: Tuesday, November 7, 2023 1:51 PM
To: Karen DeMaria <kdemaria@cityofkeywest-fl.gov>
Cc: Sam Kaufman <sam@samkaufmanlaw.com>
Subject: [EXTERNAL] REPLACEMENT TREES PLANNED FOR FKOC POINCIANA HOUSING

Karen

Thank you for meeting with me this morning. After consideration FKOC has decided to request that the Tree Commission allow us to modify our previous settlement agreement and delay planting the two trees and instead incorporate them into our future development plans. This is primarily due to the rapidly changing footprints of the upcoming project and our concern that we may end up planting now only to have to move the trees in two years.

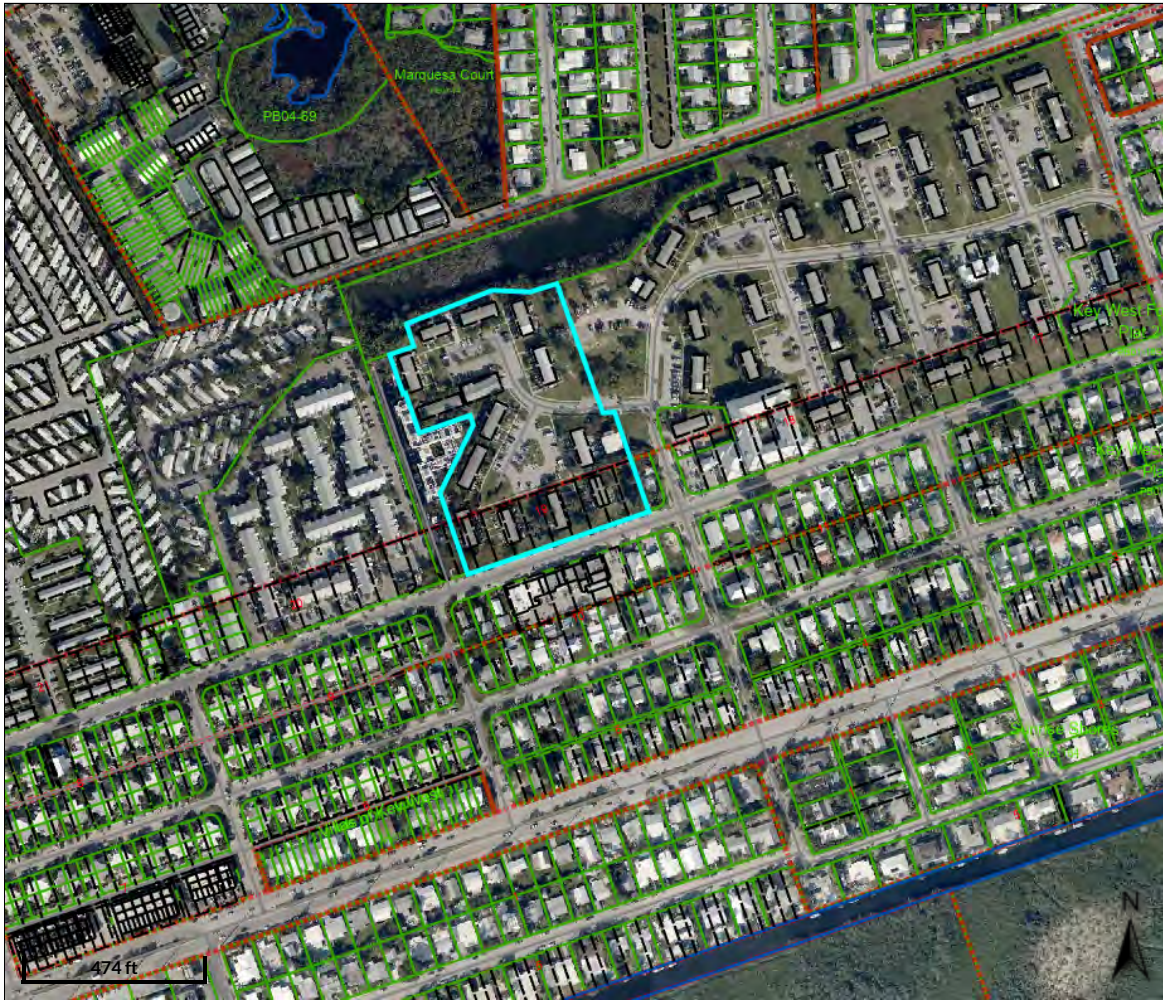
I will be glad to attend the next Tree Commission meeting in person, or via Zoom if that is still being done, to explain the situation to them.

Thanks

Niels Hubbell



Monroe County, FL



Overview



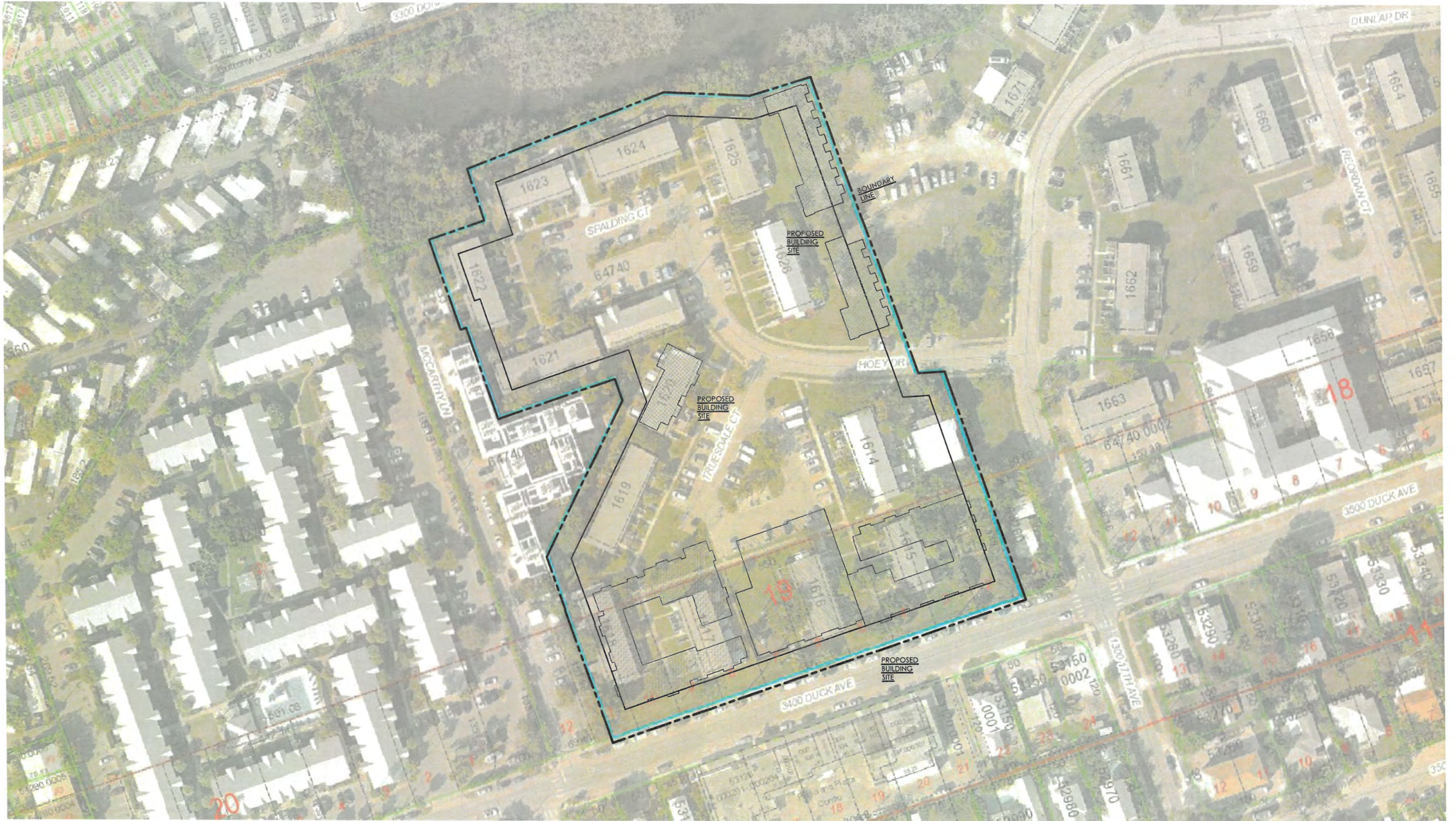
Legend

- Centerline
- Easements
- Hooks
- Lot Lines
- Road Center
- Rights of Way
- Shoreline
- Condo Building
- Key Names
- Subdivisions
- Parcels

Parcel ID 00064740-000000 **Alternate ID** 1065242 **Owner Address** CITY OF KEY WEST
Sec/Twp/Rng 34/67/25 **Class** MUNICIPAL **PO Box** 1409
Property Address 3401 DUCK Ave
KEY WEST **Key West, FL** 33041
District 10KW
Brief Tax BK 19 LTS 2 THRU 10 AND PT LT 11 AND PT OF LAND LYING N OF SAID BLK KW KW FWDN SUB PLAT 2 PB1-189 (6.45 AC) (A/K/A
Description POINCIANA HOUSING COMPLEX - HOMELESS HOUSING) G11-147/148 OR1655-1771/1845Q/C OR2410-271 OR2410-
272/75ESMT
(Note: Not to be used on legal documents)

Date created: 11/30/2023
Last Data Uploaded: 11/30/2023 4:04:22 AM

Developed by Schneider
GEOSPATIAL



OVERALL LOT PLAN
SCALE: 1" = 100'

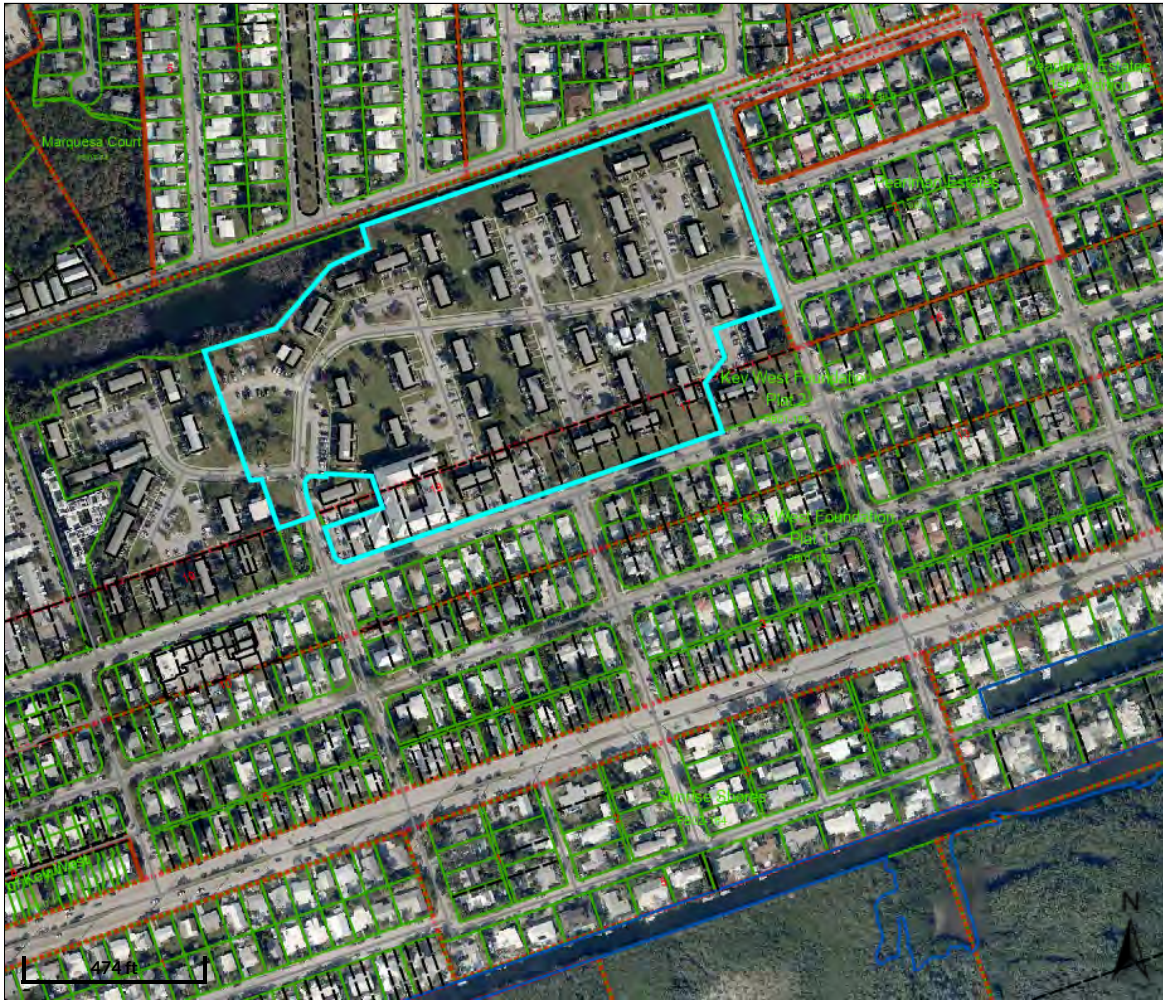
FLORIDA KEYS OUTREACH COALITION

3/13/2023 MHK ARCHITECTURE COPYRIGHT © 2022

SK-1 MHK ARCHITECTURE



Monroe County, FL



Overview



Legend

- Centerline
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- Rights of Way
- Shoreline
- [] Condo Building
- Key Names
- [] Subdivisions
- [] Parcels

Parcel ID 00054250-000000 **Alternate ID** 1054879 **Owner Address** HOUSING AUTHORITY OF THE CITY OF KEY WEST FLORIDA
Sec/Twp/Rng 34/67/25 **Class** MUNICIPAL 1400 Kennedy Dr
Property Address 3400 BLOCK Ste A
KEY WEST Key West, FL 33040
District 10KW
Brief Tax KW FWDN SUB PLAT 2 PB1-189 PT LTS 1 THRU 5 & ALL LTS 6 THRU 12 BLK 17 & LTS 1 THRU 8 & PT LTS 9 THRU 12 BLK 18 & LAND
Description LYING N OF SAID BLKS (21.61AC) (A/K/A POINCIANA HOUSING COMPLEX - MISC HOUSING AREA) G11-147/148 OR1697-84/91E
OR1965-971/975AFFD OR1965-912/970Q/C
(Note: Not to be used on legal documents)

Date created: 11/30/2023

Last Data Uploaded: 11/30/2023 4:04:22 AM

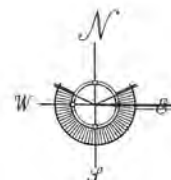
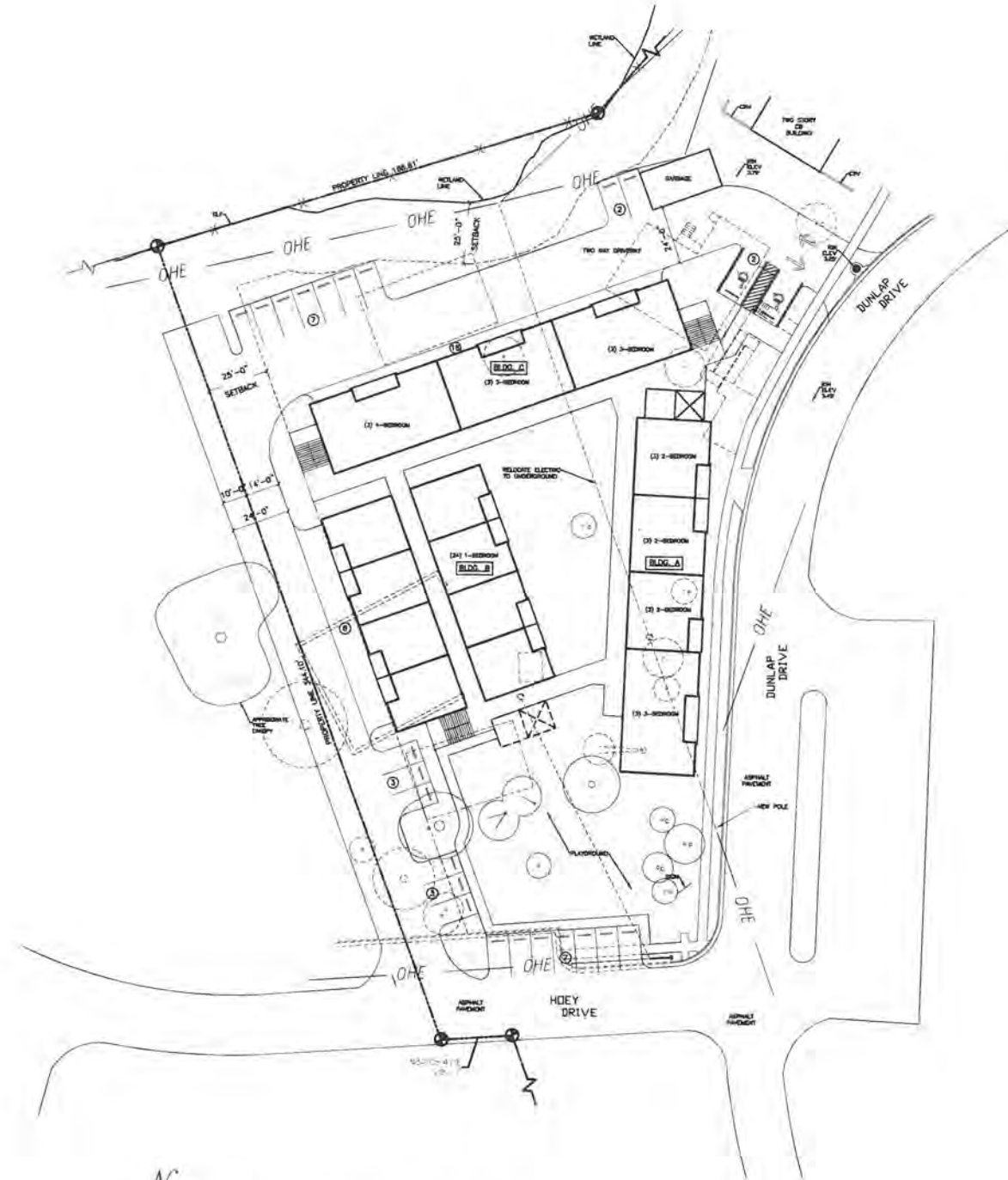
Developed by  **Schneider**
GEOSPATIAL



Focus
area

SITE DATA

LAND USE:	MEDIUM DENSITY RESIDENTIAL DISTRICT-1 (MDR-1)
SITE AREA:	941,316.00 S.F. (21.6 ACRES)
FLOOD ZONE:	AE +7.0'
FUTURE FLOOD ZONE:	AE +9.0' OR AE +10.0' (PLUS DATUM CHANGE= +1.34')
DENSITY:	MAX. 16 DWELLING UNITS/ACRE ALLOWED = 21.6 ACRESx16=345 UNITS PROPOSED=
FAR:	MAX. 1.0
HEIGHT:	MAX. 35'-0"
LOT SIZE:	10,000 S.F. MIN. (80'-0" MIN. WIDTH)
SETBACKS:	
FRONT SETBACK:	REQUIRED = 30'-0" EXISTING = PROPOSED =
SIDE SETBACK:	REQUIRED = 25'-0" EXISTING = PROPOSED =
SIDE SETBACK:	REQUIRED = 25'-0" EXISTING = PROPOSED =
REAR SETBACK:	REQUIRED = 25'-0" (OR 20'-0" WHEN ABUTTING AN ALLEY) EXISTING = PROPOSED =
WETLAND SETBACK:	REQUIRED = 25'-0" EXISTING = PROPOSED =
BUILDING COVERAGE AREA:	
ALLOWED:	376,526 S.F. (40% MAX.)
EXISTING:	
PROPOSED:	
IMPERVIOUS AREA:	
ALLOWED:	564,790 S.F. (60% MAX.)
EXISTING:	
PROPOSED:	
LANDSCAPE AREA:	
REQUIRED:	329,460 S.F. (35% MIN.)
EXISTING:	
PROPOSED:	
OPEN SPACE AREA:	
REQUIRED:	329,460 S.F. (35% MIN.)
EXISTING:	
PROPOSED:	
PARKING:	
REQUIRED:	2 SPACES/UNIT
EXISTING:	
PROPOSED:	
BIKE SPACES:	
REQUIRED:	10% OF TOTAL PARKING SPACES
EXISTING:	
PROPOSED:	



PROPOSED SITE PLAN

SITE PLAN BASED ON INFORMATION OBTAINED FROM SURVEY PREPARED BY FLORIDA KEYS LAND SURVEYING DATED ON 02/24/2023

SCALE: 1"=30'-0"

UNIT COUNT

(24) 1 BEDROOM UNITS
(9) 2 BEDROOM UNITS
(9) 3 BEDROOM UNITS
(3) 4 BEDROOM UNITS
45 TOTAL UNITS

PARKING

50 PARKING SPACES

BUILDING DATA

	ENCLOSED	COVERED
GROUND FLOOR		
BUILDING A:	287 S.F.	4,357 S.F.
BUILDING B:	---	5,376 S.F.
BUILDING C:	---	4,664 S.F.
WALKWAYS & STAIRS:	---	4,689 S.F.
FIRST FLOOR		
BUILDING A:	4,346 S.F.	298 S.F.
BUILDING B:	5,160 S.F.	420 S.F.
BUILDING C:	4,382 S.F.	282 S.F.
WALKWAYS & STAIRS:	---	4,689 S.F.
SECOND FLOOR		
BUILDING A:	4,346 S.F.	298 S.F.
BUILDING B:	5,160 S.F.	420 S.F.
BUILDING C:	4,382 S.F.	282 S.F.
WALKWAYS & STAIRS:	---	4,689 S.F.
THIRD FLOOR		
BUILDING A:	4,346 S.F.	298 S.F.
BUILDING B:	5,160 S.F.	420 S.F.
BUILDING C:	4,382 S.F.	282 S.F.
WALKWAYS & STAIRS:	---	4,689 S.F.
TOTAL:	41,951 S.F.	36,153 S.F.

WILLIAM P. HORN
ARCHITECT, P.A.

915 EATON ST.
KEY WEST
FLORIDA
33040

TEL: 305-296-6302
FAX: 305-296-0933

LICENSE NO.
AA 0003049

POINCIANA HOUSING
KEY WEST, FLORIDA

SEAL

DATE
04-17-23

REVISIONS

DRAWN BY
JW

PROJECT
NUMBER
2225



POINCIANA HOUSING
KEY WEST, FLORIDA



**THE CITY OF KEY WEST
Tree Commission**

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

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

This ("Agreement"), is made and entered into this 15th day of September 2022, by and between the **Florida Keys Outreach Coalition, Inc (FKOC)**, having an address of **PO Box 4767, Key West, Florida 33041**, ("Respondent") and the **City of Key West**, a municipal corporation, having an address of 1300 White Street, P.O. Box 1409, Key West, Florida 33041-1409, by and through the Tree Commission of the City of Key West, Florida ("Tree Commission").

WITNESSETH

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

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

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

1. Acceptance of Responsibility for Damage or Destruction:

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

2. Remedy:

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

- a. The respondent (FKOC) shall plant two trees, one (1) Gumbo Limbo and one (1) Royal Poinciana tree, each tree a minimum of 3-inch caliper, FL #1, to be planted in the park area across from Truesdale Court within 6 months of the date of this signed agreement.
- c. The respondent shall plant according to current 'Best Management Practices'.
- d. The City of Key West, Urban Forestry Program manager shall be contacted for inspection of required tree installation.
- e. Consistent with permitting requirements, the replacement trees shall remain alive for a minimum of 1 year after planting or replace with like.

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

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

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

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

4. **Sale of Property:**


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

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

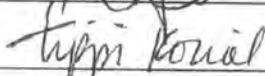
TREE COMMISSION

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

Chairperson: Russell Pope



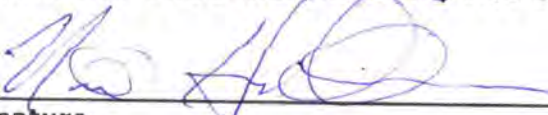
Witness: Tippi Kozio



Print Name: Tippi Kozio

Date: 9/16/2022

Respondent: ^{Hubbell}FKOC-Niels Hubbard, Vice-Chairman



Signature

Niels Hubbard

Witness: Carol Ann Hubbell

Print Name: Carol Ann Hubbell

Date: 9/19/22