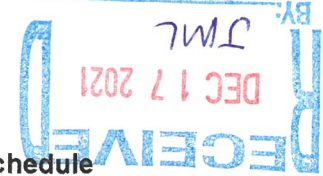


Application

Application - Development Plan & Conditional Use

City of Key West, Florida • Planning Department
1300 White Street • Key West, Florida 33040 • 305-809-3764
www.cityofkeywest-fl.gov



Development Plan & Conditional Use Application Fee schedule

(Fees listed include the \$310.00 advertising/noticing fee and the \$110.25 fire review fee)
Any Major or Minor Development Plan returned to the Planning Board after initial approval will require a new application fee equivalent to one-half of the current fee schedule

Development Plan	
Minor:	
Within Historic District	\$ 3,397.00
Outside Historic District	\$ 2,735.50
Conditional Use	\$ 1,212.75
Extension	\$ 971.50
Major:	\$ 4,499.50
Conditional Use	\$ 1,212.75
Extension	\$ 971.50
Administrative Modification	\$ 800.00
Minor Modification	\$ 1,525.00
Major Modification	\$ 2,155.00
Conditional Use (not part of a development plan)	\$ 3,176.50
Extension (not part of a development plan)	\$ 971.50
Revision or Addition (not part of a development plan)	\$ 2,000.00

Applications will not be accepted unless complete

Development Plan

Major ☒

Minor ☐

Conditional Use

☐

Historic District

Yes ☒

No ☐

Please print or type:

- 1) Site Address: 250 Trumbo Road, Key West, FL 33040
- 2) Name of Applicant: Trepanier & Associates, Inc.
- 3) Applicant is:
Property Owner: ☐
Authorized Representative: ☒
(attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant: 1421 First Street, Key West, FL 33040
- 5) Applicant's Phone #: 305-293-8983 Email: Thomas@OwenTrepanier.com
- 6) Email Address: Thomas@OwenTrepanier.com
- 7) Name of Owner, if different than above: Monroe County, FL
- 8) Address of Owner: c/o 1421 First Street, Key West, FL 33040

Application - Development Plan & Conditional Use

City of Key West, Florida • Planning Department
1300 White Street • Key West, Florida 33040 • 305-809-376
www.cityofkeywest-fl.gov

9) Owner Phone #: c/o 305-293-8983 Email: c/o Thomas@OwenTrepanier.com

10) Zoning District of Parcel: HRCC-2 RE# 00001720-000200

11) Is Subject Property located within the Historic District? Yes X No

If Yes: Date of approval

HARC approval #

OR: Date of meeting TBD

12) Description of Proposed Development and Use. Please be specific, list existing and proposed buildings and uses, number of dwelling units, parking, restaurant seats, vehicles proposed, etc. If there is more than one use, describe in detail the nature of each use (Give concise description here and use a separate sheet if necessary).

See Attached.

13) Has subject Property received any variance(s)? Yes No X

If Yes: Date of approval Resolution #

Attach resolution(s).

14) Are there any easements, deed restrictions or other encumbrances on the subject property?

Yes X No

If Yes, describe and attach relevant documents.

The property is subject to an interlocal agreement between the City of Key West and Monroe County in order to be the site of needed government employee housing restricted by deed as affordable housing.

- A. For both *Conditional Uses* and *Development Plans*, provide the information requested from the attached **Conditional Use and Development Plan** sheet.
- B. For *Conditional Uses* only, also include the **Conditional Use Criteria** required under Chapter 12 Article III, Sections 122-61 and 122-62 of the Land Development Regulations (see attached copy of criteria).
- C. For *Major Development Plans* only, also provide the **Development Plan Submission Materials** required under Chapter 108, Article II, Division 7, Sections 108-226 through 108-248 of the Land Development Regulations (see attached copy of criteria) and any additional information as determined by the Planning Staff.
- D. For both *Conditional Uses* and *Development Plans*, one set of plans **MUST** be signed & sealed by an Engineer or Architect.

Major Development Plan

Project Analysis

250 Trumbo Road, Key West, FL
(RE No. 00001720-000200)



Solution Statement:

250 Trumbo Road is the site of an existing pump station of the Key West Bight and adjacent to the District School Board of Monroe County complex. Presently, 250 Trumbo Road is subject to a 2019 "Keys Overnight Temporary Shelter (KOTS) and Essential Governmental Employee Housing Interlocal Agreement" between the City of Key West and Monroe County "to allow the City to acquire a permanent site for the construction of a new Keys Overnight Temporary Shelter (KOTS), and in exchange for the County's acquisition of land for the construction of essential governmental employee housing".¹ The new KOTS is proposed to be located along College Road adjacent to the County Sheriff building (separate application(s) have been filed for that project). 250 Trumbo Road is further subject to a "Declaration of Affordable Housing Restrictions" and is the proposed site of essential County Sheriff employee housing.

This application specifically seeks major development plan approval to for 24-affordable unit multi-family development for Monroe County Sheriff's Office employees. The project will comply with parking, landscaping, stormwater management, and art-in-public places within the Historic Residential Commercial Core-Key West Bight (HRCC-2) district.

This application is part of several applications necessary for this project:

1. Major Development Plan approval: 24-affordable units
2. BPAS approval: 24-affordable units

¹ Interlocal Agreement Resolution No. 19-295

Analysis:

The following is an analysis of the proposed project pursuant to major development plan approval criteria. Existing and proposed development is depicted in attached surveys and plans.

Title block (Sec. 108-227):

Name of development:	Trumbo Village – Sheriff Housing
Owner/developer:	Monroe County, FL
Scale:	As noted on plans
Preparation and revision dates:	As noted on plans
Location:	250 Trumbo Road

Key persons and entities (Sec. 108-228):

Owner:	Monroe County, FL
Legal and Equitable Owner:	Monroe County, FL
Authorized Agents:	Pope-Scarborough Architects Trepanier & Associates, Inc.
Developer:	SPGL, LLC.
Surveyor:	Commercial Due Diligence Services
Architect:	Pope-Scarborough Architects
Engineer:	Perez Engineering & Development, Inc.
Landscape Architect:	Community Solutions Group
Traffic Engineer:	KBP Consulting, Inc.

Project Description (Sec. 108-229):

250 Trumbo Road is subject to a 2019 "Keys Overnight Temporary Shelter (KOTS) and Essential Governmental Employee Housing Interlocal Agreement" between the City of Key West and Monroe County "to allow the City to acquire a permanent site for the construction of a new Keys Overnight Temporary Shelter (KOTS), and in exchange for the County's acquisition of land for the construction of essential governmental employee housing".² The new KOTS is proposed to be located along College Road adjacent to the County Sheriff building (separate application(s) have been filed for this project). 250 Trumbo Road is further subject to a "Declaration of Affordable Housing Restrictions" and is the proposed site of essential County Sheriff employee housing.

This application specifically seeks major development plan approval to add a 24-affordable unit multi-family structure at 250 Trumbo Road for essential County sheriff employees and their families, parking, landscaping, stormwater management, art-in-public places, and a 936 sq. ft. structure of nonresidential County sheriff-use floor area within the Historic Residential Commercial Core-Key West Bight (HRCC-2) district and the Parking Waiver Zone.

Address – 250 Trumbo Road, Key West, FL 33040
RE No. – 00001720-000200
Site Data

² Interlocal Agreement Resolution No. 19-295

Site Data	Required/Permitted	Existing	Proposed	Compliance
Zoning	HRCC-2	HRCC-2	HRCC-2	--
FLUM	HC	HC	HC	--
FEMA Flood Level(s)	AE-10	AE-10	AE-10	--
Site Size	Min. 5,000 sq ft	1.14 ac. (49,500 sq ft)	1.14 ac. (49,500 sq ft)	--
Area within 100' of MHW		.27 acres (11,683 sq ft)	.27 acres (11,683 sq ft)	--
Building Coverage	50% (24,750 sq ft)	<1%	25.8% (12,751 sq ft)	Complies
Impervious Surface				--
W/in 100' of MHW	50% (5,841.5 sq ft)	20.2% (2,361 sq ft)	32.3% (3,835 sq ft)	Complies
Total	65% (32,313 sq ft)	9.8% (4,843 sq ft)	58.7% (29,345 sq ft)	Complies
Open Space				--
W/in 100' of MHW	50% (5,841.5 sq ft)	79.8% (9,322 sq ft)	67.2% (7,848 sq ft)	Complies
Total	38.5% (19,077 sq ft)	90.2% (44,657 sq ft)	40.7% (20,155 sq ft)	Complies
Landscape	20% (9,900 sq ft)	90.2% (44,657 sq ft)	40.7% (20,155 sq ft)	Complies
Building Height				--
Zoning	35 ft above grade	NA	27.02 ft	Complies
W/in 100' of MHW	1 habitable floor/story		≤ 1 story	Complies
Density	40 du/ac if 100% affordable	0 du	24 du	Complies
FAR	0.5 (24,750 sq ft)	0.0 (0 sq ft)	0.02 (936 sq ft)	Complies
Setbacks				--
Front	10 ft	10 ft	10 ft	Complies
Side	7.5 ft	7.5 ft	7.5 ft	Complies
Streetside	7.5 ft	7.5 ft	7.5 ft	Complies
Rear	15 ft	15 ft	15 ft	Complies
CCCL (aka MHWL)	30 ft	30 ft	30 ft	Complies
Parking				--
Auto	Existing: 0 spaces Proposed: 24 spaces	0 spaces	27 spaces (25 + 2 ADA)	Complies
Bicycle	Existing: 0 spaces Proposed: 2.4 spaces	0 spaces	6 spaces	Complies

Other project info. (Sec. 108-230):

(1) The following development approval process is anticipated:

Step	Date
1. Submit BPAS Application	11/05/21
2. Submit Major Development Plan Application	12/17/21
3. Tree Commission Submission	1/19/22
4. Historic Architectural Review Committee ("HARC") Pre-application	1/28/22
5. Historic Architectural Review Committee ("HARC") Submission	2/28/22
6. Tree Commission Hearing (Conceptual Plan)	2/07/22
7. Development Review Committee ("DRC") Meeting	1/27/22
8. Tree Commission (Final approval) submission	2/16/22
9. Tree Commission (Final approval)	3/08/22
10. Planning Board Meeting	3/17/22
11. Historic Architectural Review Committee ("HARC") Meeting	3/22/22
12. City Commission	TBD
13. City appeal Period	+30 days
14. Florida Department of Economic Opportunity Appeal Period (45 days)	+45 days

- (2) Target dates for the approval phase and the development phases are anticipated above.
(3) The expected completion date of the approval phase is TBD.
(4) The proposed development plan is found herewith.
(5) The plan proposes 24 affordable residential units, 936 sq. ft. of nonresidential floor, 27 auto parking spaces and 6 bicycle parking spaces.

Density and Intensity:

Residential Density –This project proposes 24 affordable units of essential government workforce housing for County sheriff employees.

Nonresidential Intensity – HRCC-2 permits a 0.5 FAR. The project proposes a 0.02 FAR.

Parking:

The property is located within the Historic Commercial Pedestrian-Oriented Area. New units require compliance with parking code. The proposed project has a parking demand of 24 auto spaces and 2.4 bicycle spaces. The project proposes 27 auto spaces and 6 bicycle spaces.

- (6) N/A – This is not a planned unit development.
- (7) The project is located in the AE-10 flood zone and proposes compliance with all federal and city flood regulations.
- (8) Per Sec. 122-720, properties located within the HRCC-2 zoning district require a 100-ft setback from mean high water and limits what may be located within the 100-ft setback. The proposed project proposes compliance with the 100-ft setback requirement.

Residential Development (Sec. 108-231):

- (a) Dimensional requirements for the HRCC-2 zoning district allows for 12 units per acre and permits a density bonus to 40 units per acre this project complies with density limitations.

- (1) This project proposes 24 affordable units of essential government workforce housing for County sheriff employees. These units are proposed as 1 and 2-bedroom units, and will be between 650 sq. ft. and 915 sq. ft. The following city approvals are required for the residential aspects of the project:

- Major development plan application: 24 affordable units
- BPAS application: 24 affordable units

- (2) Tenure will be non-transient renter-occupied, specifically County sheriff employee and family housing.

- (3) The 24 affordable units are proposed a part of a multi-family apartment building.

- (b) The project proposes to comply with the City's affordable housing requirements

Intergovernmental coordination (Sec. 108-232):

Coordination will occur through the Development Review Process of the City of Key West and all applicable Regional, State and Federal Agencies including the following:

Interlocal Agreement – The project is subject to the 2019 "Keys Overnight Temporary Shelter (KOTS) and Essential Governmental Employee Housing Interlocal Agreement" between the City of Key West and Monroe County and will comply with the terms of this agreement.

BPAS – In order to construct residential units on this parcel, the owner is seeking units allocations through the city's building permit allocation system. The BPAS application process requires all new development to achieve a baseline green building certification.

HARC – This property is located within the Historic District and applicant will seek HARC approvals as necessary.

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.

Levels of Service – Concurrency analysis is found below. The following concurrency analysis reflects the proposed addition of 24 affordable units. The impacts of the proposed project are generally summarized as follows:

1. Potable Water (Policy 4-1.1.2.C):

- a. 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 and nonresidential development is 100 gal/capita/day).

Anticipated potable water flow = **6,445 gal/day**

Designation	Residential		Nonresidential		Total
	LOS	Daily Capacity ³	LOS	Daily Capacity ⁴	
Existing	100 g/capita/day	0 cap x LOS = 0 gal	100 g/capita/day	0 cap x LOS = 0 gal	0 gal
Proposed	100 g/capita/day	63.12 cap x LOS = 6,312 gal	100 g/capita/day	936 sq. ft. x 1.4157 ppl/1,000 sq ft x 100 gal = 132.5 gal	6,445 gal
Change:					+6,445

- b. Coordination with FCAA occurs through the DRC review process and FCAA's Project Review process.
- c. The Florida Keys Aqueduct Authority (FCAA) has the capacity to supply adequate service to this property, as demonstrated below.
- d. Potable water to the City of Key West is provided by the FCAA. The FCAA 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.

³ For the purposes of LOS, "capita" of residential units was calculated as *proposed units x persons / household* using the 2009-2013 US Census Data - 2.63 persons per household (24 units x 2.63 persons per unit)

⁴ Planners Estimating Guide, p. 137: Table 11-1-Basic Impact Coefficients 1.4157 persons per 1,000 sf of Community retail trade

2. Wastewater Management (Policy 4-1.1.2.A "Sanitary Sewage"):

- a. 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).

Anticipated sanitary sewer flow = **6,326 gal/day**

Designation	Residential		Nonresidential		Total
	LOS	Daily Capacity ⁵	LOS	Daily Capacity ⁶	
Existing	100 g/capita/day	0 cap x 100g = 0 gal	600 gal/ acre/ day	0 sq ft/acre x 600 gal = 0 gal	0 gal
Proposed	100 g/capita/day	63.12 cap x LOS = 6,312 gal	600 gal/ acre/ day	936 sq ft/acre x 600 gal = 14.2 gal	6,326 gal
Change:					+6,326

- 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.
- c. The proposed change in wastewater is made up of sanitary sewage waste and is expected to have a total daily 930.2-gallon volume.
- d. 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.

3. Water Quality:

- a. Construction-related water runoff will be mitigated through maintained and proposed onsite pervious surfaces and landscaping.
- b. Concrete will be removed as part of the construction of the new building at 919 Simonton Street. This will require the 919 Simonton Street lot comply with stormwater drainage requirements of 272 cu. ft.⁷ This will be accomplished using swales.

4. Stormwater Management (Policy 4-1.1.2.E "Drainage"):

⁵ For the purposes of LOS, "capita" of residential units was calculated as *proposed units x persons / household* using the 2009-2013 US Census Data - 2.63 persons per household (24 units x 2.63 persons per unit)

⁶ For the purposes of LOS, commercial capacity is calculated by the total area of commercial uses: the existing capacity is the entire site; the proposed capacity is the entire site less the area of the ground floor residential unit.

⁷ Ms. Ignoffo calculated the stormwater retention requirements. See letter attached below.

See proposed stormwater plans.

- a. Post development runoff shall not exceed the pre-development runoff rate for a 25-year storm event, up to and including an event within a 24 hour duration.
- b. Stormwater 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. Stormwater facilities which directly discharge into "Outstanding Florida Waters" (OFW) shall provide an additional treatment pursuant to Section 62-25.025 (9), Florida Administrative Code.
- c. Stormwater 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.

5. Solid Waste (Policy 4-1.1.2.D):

- a. Trash – 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).

Anticipated solid waste trash = **176.3 lbs/day**

Designation	Residential		Nonresidential		Total
	LOS	Daily Capacity ⁸	LOS	Daily Capacity ⁹	
Existing	2.66 lbs/capita/day	0 cap x LOS = 0 lbs	6.37 lbs/capita/day	0 sq ft x 1.4157 ppl/1,000 sq ft x LOS = 0 lbs	0 lbs
Proposed	2.66 lbs/capita/day	63.12 cap x LOS = 167.9 lbs		936 sq ft x 1.4157 ppl/1,000 sq ft x LOS = 8.4 lbs	176.3 lbs
Change:					+176.3

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.

⁸ For the purposes of LOS, "capita" of residential units was calculated as *proposed units x persons / household* using the 2009-2013 US Census Data - 2.63 persons per household (3.1 units x 2.63 persons per unit)

⁹ Planners Estimating Guide, p. 137: Table 11-1-Basic Impact Coefficients 1.4157 persons per 1,000 sf of Community retail trade

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.

- b. Recyclables – 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 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).

Anticipated recyclable waste = **31.9 lbs/day**

Designation	Residential		Nonresidential		Total
	LOS	Daily Capacity ¹⁰	LOS	Daily Capacity ¹¹	
Existing	0.5 lbs/capita/day	0 cap x LOS = 0 lbs	0.25 lbs/capita/day	0 sq ft x 1.4157 ppl/1,000 sq ft x LOS = 0 lbs	0 lbs
Proposed	0.5 lbs/capita/day	63.12 cap x LOS = 31.6 lbs	0.25 lbs/capita/day	936 sq ft x 1.4157 ppl/1,000 sq ft x LOS = 0.3 lbs	31.9 lbs
Change:					+31.9

6. Roadways (Policy 2-1.1.1 "Transportation") - 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.

Per Policy 2-1.1.3, the transportation concurrency requirement is effectively eliminated 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).

7. Recreation (Policy 7-1.1.9) - The project does not anticipate having adverse impacts on recreational facilities within the City of Key West.
8. Fire Protection - The proposed building will be in compliance with fire and life safety protection. See life safety plan below.

¹⁰ For the purposes of LOS, "capita" of residential units was calculated as *proposed units x persons / household* using the 2009-2013 US Census Data - 2.63 persons per household (3.9 units x 2.63 persons per unit)

¹¹ Planners Estimating Guide, p. 137: Table 11-1-Basic Impact Coefficients 1.4157 persons per 1,000 sf of Community retail trade

9. Reclaimed Water System - The proposed building will be in compliance with drainage requirements. See drainage plan below.
10. Other Public Facilities - The project does not anticipate having adverse impacts on other public facilities within the City of Key West or of Monroe County. Further, development of this project will be in coordination with FKAA, Keys Energy, and all required permitting offices.

Appearance, design and compatibility. – (Sec. 108-234):

This development plan satisfies criteria established in Chapter 102; Articles III, IV and V of Chapter 108; Section 108-956; and Article II of Chapter 110 of the Key West City Code in the following manner:

- Chapter 102 – This property is located within the Historic District and will go through all appropriate HARC approvals as necessary.
- Articles III, IV and V of Chapter 108 – As demonstrated by the site plan, trip generation analysis, and the site data calculations, the project complies with the requirements of the Articles.
- Section 108-956 – The project team will coordinate with FKAA to ensure access to potable water and a wastewater disposal system.

Chapter 110 – As demonstrated in this application, the proposed development complies with the resource protection requirements of Chapter 110.

Site location and character of use. – (Sec. 108-235):

Location – The subject property is located along Trumbo Road, adjacent to the Key West Bight, within the historic district, within the HRCC-2 zoning district, and the Parking Waiver Zone which permits multi-family structures as of right and requires major development plan approval for 5+ new units.

Flood zone – Per attached survey, the project is located in the AE-10.



Zoning - ("HRCC-2") Sec. 122-716 – The Historic Residential Commercial Core – Key West Bight District shall reinforce the following:

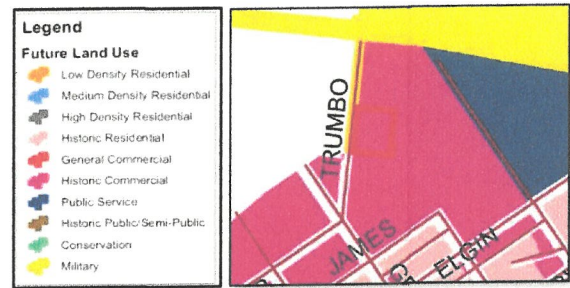
- (1) Preservation of public waterfront access as well as waterfront views;
- (2) Improved pedestrian linkages with adjacent and nearby activity centers;
- (3) Protection and enhancement of opportunities for water-dependent and water-related land use activities, while preventing undue concentrations of population within the coastal high hazard area;
- (4) Accommodation of public improvements necessary to achieve redevelopment plan objectives;
- (5) Implementation of urban design schemes which attract pedestrians, increase waterfront exposure, reinforce the ambiance of the waterfront, and regulate against structures which wall off or otherwise inhibit access to waterfront views, strategic open spaces, or pedestrian linkages; and
- (6) Consistency with the redevelopment plan for the Key West Bight and the Caroline Street Redevelopment Area.

Permitted as of right:

- (1) Single-family and two-family residential dwellings.
- (2) Multiple-family residential dwellings.
- (3) Group homes with less than or equal to six residents as provided in section 122-1246.
- (4) Places of worship.
- (5) Business and professional offices.
- (6) Commercial retail low and medium intensity less than or equal to 5,000 square feet as provided in division 11 of article V of this chapter.
- (7) Medical services.
- (8) Parking lots and facilities.
- (9) Restaurants, excluding drive-through.
- (10) Veterinary medical services without outside kennels.

Future land use map designation ("FLUM") – According to the City of Key West 2013 Comprehensive Plan, the property's FLUM designation is Historic Commercial ("HC").

Historic & Archeological Resources – The proposed project will coordinate with HARC in its development. No existing historic structures are present on the property.



Appearance of site and structures (Sec. 108-236):

Attached site plan complies with Sections 108-278 through 108-288 of the Key West City Code. (See below.)

Site Plan (Sec. 108-237):

Site plan of proposed development drawn consistently with Sec. 108-237 is attached.

Architectural Drawings (Sec. 108-238):

All architecture or engineering designs were prepared and sealed by a professional architect or engineer registered in the state pursuant to F.S. Ch. 471 and 481, respectively, consistent with the provisions of this Section.

Site Amenities (Sec 108-239):

The attached site plan includes existing and proposed amenities which are required to comply with appearance, design and compatibility regulations outlined in chapter 102; articles III, IV and V of this chapter; section 108-956; and article II of chapter 110.

Site Survey (Sec 108-240):

Survey of the site is attached.

Soil Survey (Sec 108-241):

Soil surveys are not anticipated as part of this project.

Environmentally Sensitive Areas (Sec. 108-242):

The property is not located within an environmentally sensitive area.

Land clearing, excavation and fill, tree protection, landscaping and irrigation plan (Sec. 108-243):

All proposed clearing, excavation and landscaping are depicted on attached plans.

On-site and off-site parking and vehicular, bicycle, and pedestrian circulation (Sec. 108-244):

The attached site plan includes the existing and proposed parking and vehicular, bicycle and pedestrian circulation.

Parking Demand

Per Sec. 108-572, multiple-family units within the historic district have a parking demand of 1 automobile space per unit with a 10% bicycle-scooter requirement. The proposed 24 multi-family units require 24 automobile parking spaces and 2.4 bicycle-scooter spaces. The project proposes 27 (25 + 2 ADA) parking spaces and 6 bicycle spaces.

Parking Demand

Parking Demand	Use	Automobile Spaces Required		Bicycle-Scooter Spaces Required	
		Ratio	Demand	Ratio	Demand
Existing	0 Units	-	0 spaces	-	0 spaces
Proposed	24 Multi-Family Units	1 space per unit	24 spaces	10% auto	2.4 spaces
Total			24 spaces		2.4 spaces

Housing (Sec 108-245):

This project includes 24 affordable housing units for essential government (County sheriff) employee housing. Each unit will be greater than 600 sq. ft. in size.

Economic Resources (Sec 108-246):

Trepanier & Associates, Inc. has contacted the Monroe County Property Appraiser's office to seek assistance in estimating the average ad valorem tax yield from the proposed project.

Special Considerations (Sec 108-247):

The proposal complies with the goals, objectives and policies of the comprehensive plan and as demonstrated by the concurrency analysis there are no conflicts with the existing public facilities, such as potable water, sanitary sewer treatment or transportation.

Construction Management Plan and Inspection Schedule (Sec 108-248):

The construction management plan and inspection schedule is attached below.

Truman Waterfront Port Facilities (Sec 108-249):

N/A – This project is not located at the Truman Waterfront Port.

Appendix A

Trumbo Village – Key West

Preliminary Site Plan

Appendix B

Trumbo Village – Key West

**Relevant Excerpts from the
ITE *Trip Generation Manual (11th Edition)***

Land Use: 220

Multifamily Housing (Low-Rise)

Description

Low-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors (levels). Various configurations fit this description, including walkup apartment, mansion apartment, and stacked townhouse.

- A walkup apartment typically is two or three floors in height with dwelling units that are accessed by a single or multiple entrances with stairways and hallways.
- A mansion apartment is a single structure that contains several apartments within what appears to be a single-family dwelling unit.
- A fourplex is a single two-story structure with two matching dwelling units on the ground and second floors. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.
- A stacked townhouse is designed to match the external appearance of a townhouse. But, unlike a townhouse dwelling unit that only shares walls with an adjoining unit, the stacked townhouse units share both floors and walls. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.

Multifamily housing (mid-rise) (Land Use 221), multifamily housing (high-rise) (Land Use 222), affordable housing (Land Use 223), and off-campus student apartment (low-rise) (Land Use 225) are related land uses.

Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

Additional Data

For the three sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.72 residents per occupied dwelling unit.

For the two sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96.2 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip

generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

For the three sites for which data were provided for both occupied dwelling units and residents, there was an average of 2.72 residents per occupied dwelling unit.

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in British Columbia (CAN), California, Delaware, Florida, Georgia, Illinois, Indiana, Maine, Maryland, Massachusetts, Minnesota, New Jersey, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, and Washington.

Source Numbers

188, 204, 237, 300, 305, 306, 320, 321, 357, 390, 412, 525, 530, 579, 583, 638, 864, 866, 896, 901, 903, 904, 936, 939, 944, 946, 947, 948, 963, 964, 966, 967, 1012, 1013, 1014, 1036, 1047, 1056, 1071, 1076

Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 22

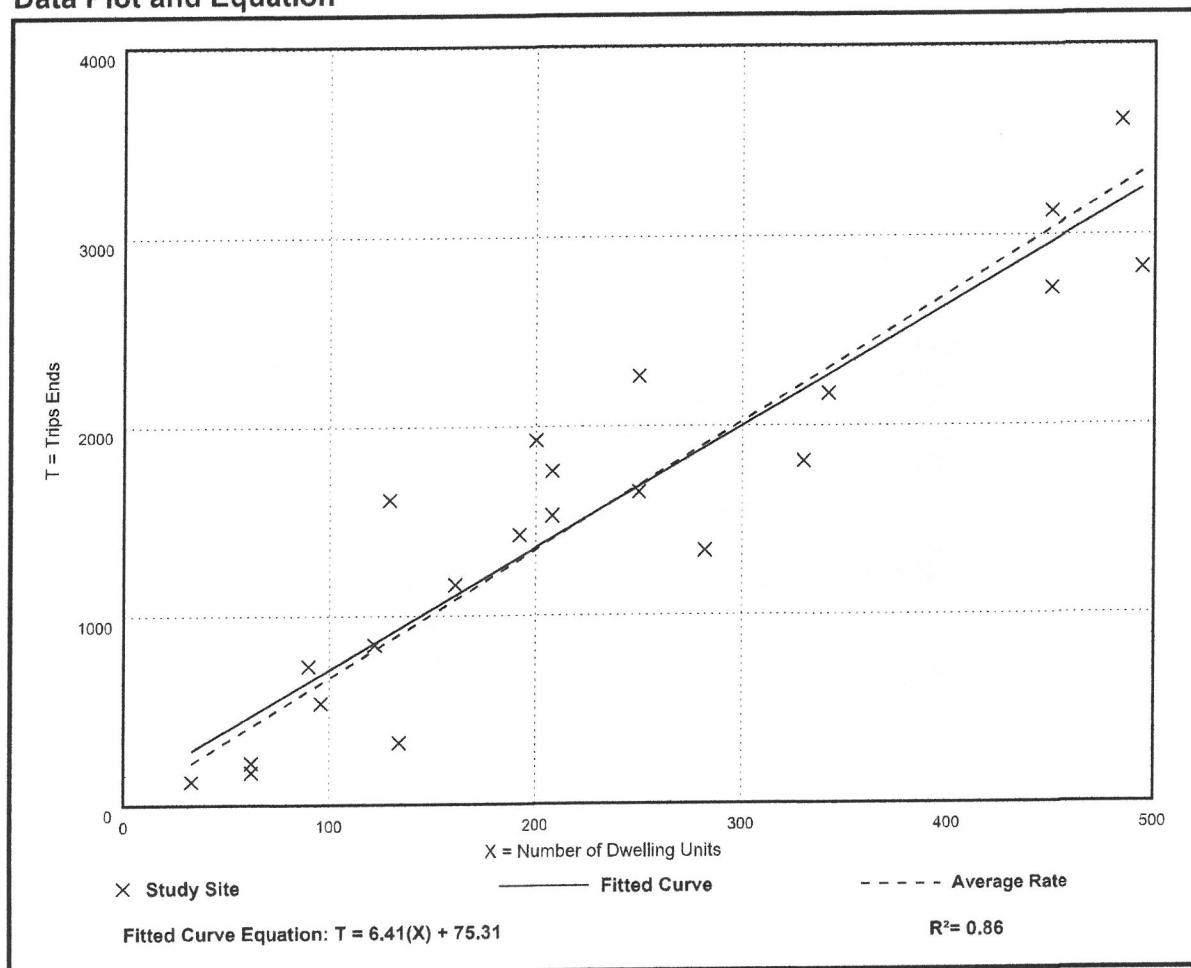
Avg. Num. of Dwelling Units: 229

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

Data Plot and Equation



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 49

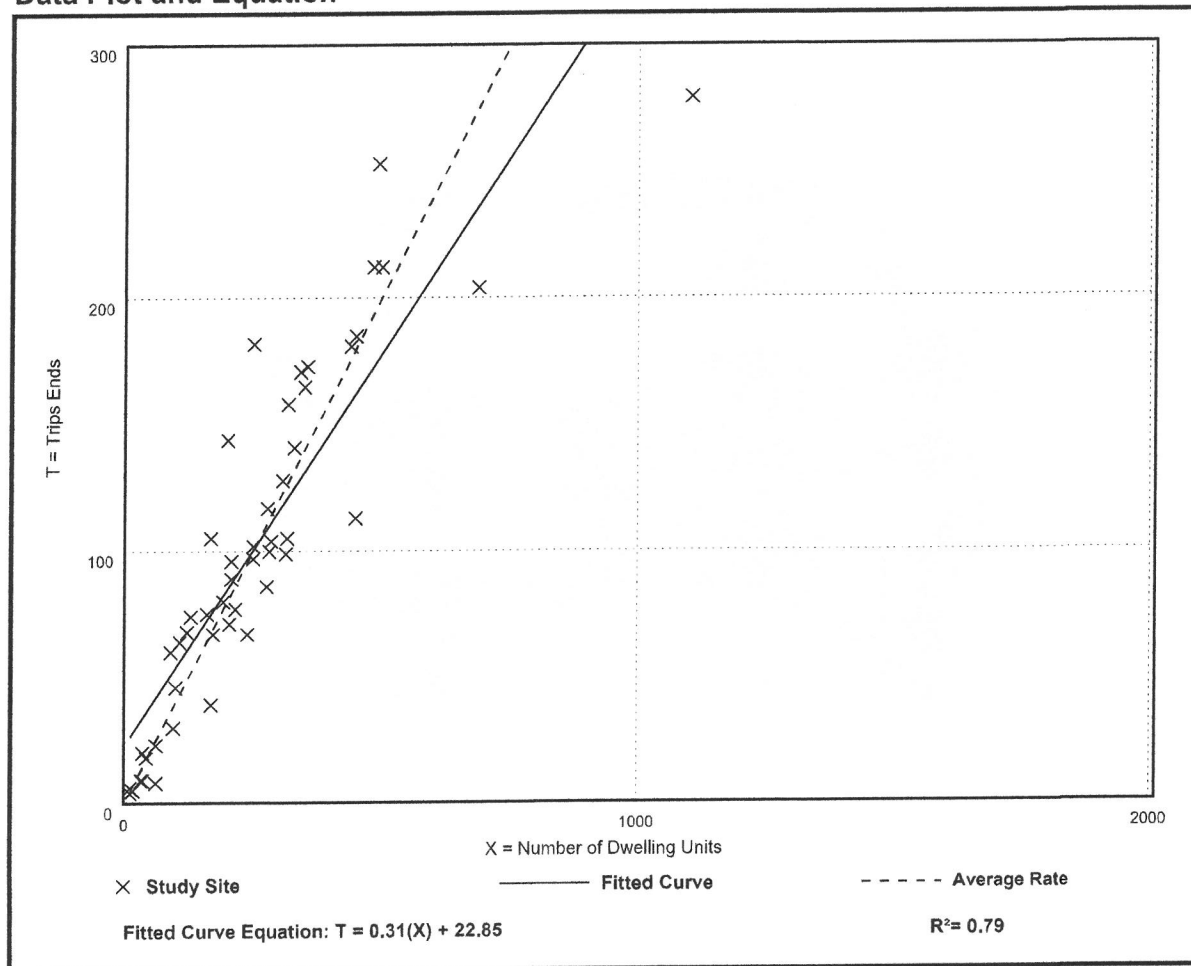
Avg. Num. of Dwelling Units: 249

Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

Data Plot and Equation



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 59

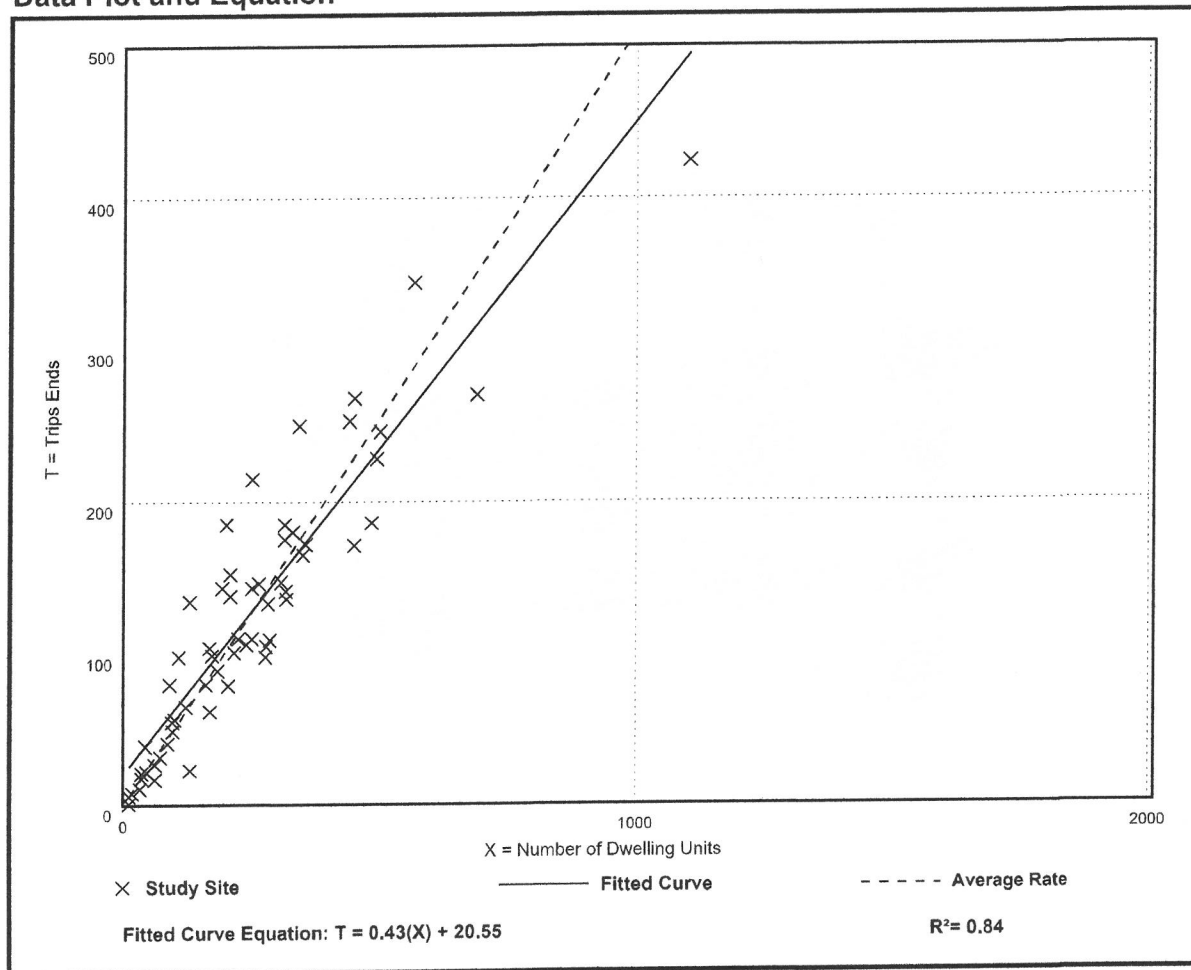
Avg. Num. of Dwelling Units: 241

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation





250 Trumbo Road
Mo Co Sheriff Housing

**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, Roman Gastesi as
Please Print Name of person with authority to execute documents on behalf of entity

County Administrator of Monroe County, Florida
Name of office (President, Managing Member) *Name of owner from deed*

authorize Thomas E. Pope, PA & 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.

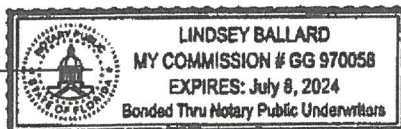
[Signature]
Signature of person with authority to execute documents on behalf of entity owner

Subscribed and sworn to (or affirmed) before me on this 13th day of October, 2022
Date

by Roman Gastesi
Name of person with authority to execute documents on behalf of entity owner

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

[Signature]
Notary's Signature and Seal



Lindsey Ballard
Name of Acknowledger typed, printed or stamped

GG 970058
Commission Number, if any

RESOLUTION NO. 19-295

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "KEYS OVERNIGHT TEMPORARY SHELTER (KOTS) AND ESSENTIAL GOVERNMENTAL EMPLOYEE HOUSING INTERLOCAL AGREEMENT" BETWEEN MONROE COUNTY AND THE CITY OF KEY WEST, FLORIDA; PROVIDING THAT DOCUMENTS FOR THE FORMAL TRANSFER OF PROPERTY WILL BE BROUGHT TO THE COMMISSION FOR FINAL APPROVAL; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Key West ("City") and Monroe County ("County") intend to enter into the attached interlocal agreement to allow the City to acquire a permanent site for the construction of a new Keys Overnight Temporary Shelter (KOTS), and in exchange for the County's acquisition of land for the construction of essential governmental employee housing; and

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

Section 1: That the attached "Keys Overnight Temporary Shelter (KOTS) and Essential Governmental Employee Housing Interlocal Agreement" between Monroe County and the City of Key West is hereby approved.

Section 2: That documents to effect the formal transfer of property between the City and the County will be brought before the City Commission for final review/approval.

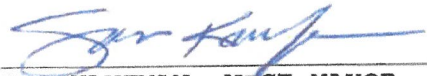
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 17th day of September, 2019.

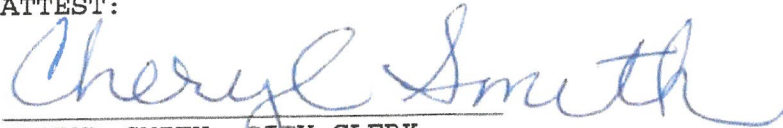
Authenticated by the Presiding Officer and Clerk of the Commission on 17th day of September, 2019.

Filed with the Clerk on September 18, 2019.

Mayor Teri Johnston	<u>Absent</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>


SAM KAUFMAN, VICE MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

Monroe County Sheriff Housing

Construction Management Plan

December 2021

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1.0 GENERAL

1.1 PURPOSE

The purpose of this Construction Management Plan Manual is to provide a consistent policy under which certain physical aspects of construction management will be implemented. The elements contained in this document are related to the development process.

These standards cannot anticipate all situations. They are intended to assist, but not to substitute for competent work by design and construction professionals. The Plan does not intend to limit any innovative or creative efforts that could result in better quality, greater cost savings, or both. Any proposed departure from this plan will be judged on the likelihood that such variance will produce a comparable result, adequate for the user over the duration of the improvement/project.

1.2 APPLICABILITY

This plan shall govern the construction and development of the project.

1.3 DEFINITIONS AND TERMS

Construction Management Plan – A Construction Management Plan is a combination of diagrams, documents, drawings, and specifications that clearly define the steps that will be taken to demonstrate how the impacts to the community will be minimized. How the impacts associated with any construction project will be managed. Herein described as “Plan” throughout the remainder of this plan.

Construction Mitigation Officer – An appointed employee of the contractor whose charge is to ensure that all aspects of a Construction Management Plan are followed, and to further ensure that the impacts associated with construction activities within the site are effectively managed and impacts associated with the project is the least necessary to accomplish the project.

Disturbance Area – A portion of land where topsoil or native soils have been removed for purposes of construction (development).

Best Management Practices (BMP's) – Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the state. BMP's also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, waste disposal, or drainage from material storage.

Tree Dripline and Protection Zone - Use the longest branch of the tree as a radius from the center of the tree and make a circle. The circle is then defined as the dripline and thus is the tree protection zone.

Final Stabilization – Uniform vegetative cover has been re-established.

2.0 PROJECT LOCATION

2.1 DISTURBANCE AREA

The disturbance area is depicted on the associated proposed site plan.

2.2 LOCATION

A project vicinity map is depicted on the associated proposed site plan.

2.3 DESCRIPTION

See associated Community Impact Assessment Statement for full description and details

3.0 PROJECT DOCUMENTATION

3.1 PERMITS / OTHER DOCUMENTS

The contractor shall maintain all applicable local, state and federal licenses and permits that apply to the construction project.

3.2 PUBLIC NOTIFICATION

Compliance with any and all required public notifications shall be met.

3.3 PROJECT SIGN

A project sign shall be constructed and posted that identifies, at a minimum, the property owner, contractor, and land use planner.

4.0 PROJECT IMPLEMENTATION

4.1 DATES OF CONSTRUCTION

Dates of construction is expected to commence immediately following project approval

4.2 HOURS OF CONSTRUCTION

Construction hours shall comply with all applicable City Ordinances.

4.3 SEQUENCE (PHASING) OF CONSTRUCTION

Project shall be constructed in a single phase.

4.4 ADJOINING PROPERTIES

No person shall excavate on land close enough to a property line to endanger any adjacent public street, sidewalk, and alley, other public or private property, or easement, without supporting and protecting the property from any damage that might result from construction operations.

4.5 PROJECT FENCING

All construction areas shall have a non-removable construction fence or other approved device securely placed around the areas to be protected.

4.6 PUBLIC HEALTH AND WELFARE

The construction project shall uphold respect to public health and welfare.

4.7 NATURAL ENVIRONMENT

Project construction shall be oriented to minimize harm to all aspects of the property's natural environment.

5.0 PARKING MANAGEMENT

5.1 PARKING MANAGEMENT

The contractor shall maintain continuous emergency vehicle access, on and around site, including but not limited to police, fire, and ambulance services. This includes projects adjacent to roads and alleys.

5.2 STAGING AREAS

The project shall accommodate construction staging areas on site.

5.3 CONSTRUCTION TRAILER, MATERIALS STORAGE, AND WASTE MANAGEMENT

Construction trailers, job materials storage, portable restrooms, waste management and recycling containers shall be stored on private property and not within ROW, without the required approvals.

6.0 TRAFFIC CONTROL

6.1 GENERAL

All traffic control operations shall be managed by the designated traffic control supervisor.

6.2 HAUL ROUTES

Project haul routes shall be oriented to minimize traffic congestion and maximize pedestrian safety.

7.0 Reserved

8.0 SEDIMENT AND EROSION CONTROL

8.1 REQUIREMENTS

The project shall employ Best Management Practices, which will minimize erosion and sediment transport.

- a. Stock piles must be protected with erosion control devices.
- b. City and near shore water inlets, gutters, swales and irrigation ditches shall be protected with erosion control devices and such protection maintained for the duration of the project.

9.0 Reserved

10.0 EMISSIONS

10.1 GENERAL

All vehicles and equipment used on site will be properly maintained such that the engines will function within manufacture's standards or parameters.

11.0 NOISE SUPPRESSION

11.1 GENERAL

The noise limit for construction shall comply with any and all requirements of the City Code. All construction equipment shall be adequately muffled and maintained to minimize project noise.

Declaration of Affordable Housing Restrictions

Doc # 2250573 Bk# 3002 Pg# 336 Recorded 1/2/2020 at 4:05 PM Pages 8
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
REC: \$69.50

Prepared by and Return to:
George B. Wallace, Esq.
P.O. Box 1409
Key West, FL 33041-1409
(305) 809-3770

DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS

This Declaration of Affordable Housing Restrictions (hereinafter "Declaration") is made and entered into this 17th day of September, 2019, by THE CITY OF KEY WEST, a Florida Municipality, (hereinafter "Declarant"), whose principal mailing address is 1300 White Street, Key West Florida, 33040.

This Declaration applies to the real property located at 250 Trumbo Road, in Key West, Florida, which is more fully described in the Legal Description attached hereto and incorporated herein as Exhibit A (hereinafter "Property").

WHEREAS, the Property is subject to regulation pursuant to Sections 122-1465 through 122-1500 of the Code of Ordinances of the City of Key West, Florida, as amended from time to time ("Work Force Housing Ordinance"), which ordinance establishes affordable housing categories to facilitate the development of housing designed to meet the needs of people employed by the local economy, establishes eligibility requirements for occupants of work force housing, and restricts the sales price of the Property and requires that the Property be sold at a price substantially less than fair market value to a purchaser within a specific income range; and

WHEREAS, Declarant as well as subsequent purchasers and tenants will benefit from the limitations and regulations placed on the Property by operation of this Declaration; and,

WHEREAS, the intent of the City of Key West (hereinafter "City") in imposing reasonable regulations on the Property is to establish and maintain the affordability of the Property for persons with incomes within a specified range; and

WHEREAS, the intent of Declarant is to preserve through this Declaration the affordability of the Property and to assign to the City the right to enforce compliance with this Declaration.

NOW, THEREFORE, the Declarant agrees that the Property shall be held and conveyed subject to the following affordable housing restrictions, covenants and conditions, which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns for the entire term of this Declaration.

I. DEFINITIONS

- A. "Declarant" shall mean the owner of the Property and any subsequent purchaser, devisee, transferee, grantee or holder of title of the Property or any portion of the Property.
- B. "Transfer" means any sale, assignment or transfer, voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Property is transferred and Declarant retains title.
- C. "Transferee" shall mean an individual, or individuals, who receive a Transfer of the Property from the Declarant.

All other terms shall have the same meaning given to them in the City's Work Force Housing Ordinance.

II. TERM AND ENFORCEABILITY

A. This Declaration shall run with the Property and bind the Declarant, his or her heirs, legal representatives, executors, successors in interest and assigns, in perpetuity from the effective date of this Declaration.

B. The Property is held and hereafter shall be held, conveyed, encumbered, used, rented, leased and occupied subject to these covenants, conditions, restrictions and limitations. All of the herein-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land.

C. Any transferee or purchaser of the Property, or of any portion of or interest in the Property, by the acceptance of a deed therefore, whether from Declarant or from any subsequent purchaser of the Property, or by the signing of a contract or agreement to purchase the same, shall, by the acceptance of such deed or by the signing of such contract or agreement, be deemed to have consented to and accepted the covenants, conditions, restrictions and limitations set forth herein. Any written instrument attempting or purporting to sell, convey, grant, transfer, exchange or assign any legal or equitable rights or interests to the Property shall be deemed null and void, where such instrument purports or evidences an attempt to sell, convey, grant, transfer, exchange or assign any right or interest to the Property where such instrument is inconsistent with or contrary to the conditions or covenants

contained herein. Any deed or instrument of conveyance executed by or on behalf of Declarant or any subsequent grantee, devisee, heir, assignee or other transferee shall expressly set forth verbatim this and the foregoing reservations, restrictions and covenants or, in lieu thereof, incorporate them by specific reference to this Declaration by Book and Page number(s) where recorded in the Public Records of Monroe County, Florida.

D. In order to preserve through this Declaration the affordability of the Property for persons with incomes within a specified range, the Declarant hereby grants and assigns to the City the right to monitor and enforce compliance with this Declaration. Declarant otherwise reserves the rights necessary to implement the provisions of this Declaration.

III. DECLARATION OF RENTAL LIMITS

A. Pursuant to Section 122-1467(c) of the Work Force Housing Ordinance, the total rental for any rental units to be constructed on the Property shall be based on each unit being affordable housing (moderate income). The rental may be mixed among affordable housing (low income), (median income), (moderate income) and (middle income) in order that the total value of rental does not exceed ten percent of the rental of all the affected units as affordable housing (moderate income).

IV. OCCUPANCY, LEASING AND USE OF THE PROPERTY

A. The subject property shall be operated, managed and otherwise administered as affordable work force housing and such other uses incidental to residential use as may be permitted by local zoning and land use regulations.

1. Occupancy shall be restricted to households or persons who derive at least 70 percent of its or his/her total income from gainful employment in Monroe County.

2. At the time an affordable housing (low income) unit is leased, the total income of the eligible household or persons shall not exceed 80 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 120 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 25 percent of that amount which represents 80 percent of the monthly median

household income of Monroe County (adjusted for family size).

3. At the time an affordable housing (median income) unit is leased, the total income of the eligible household or persons shall not exceed 100 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 140 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 25 percent of that amount which represents 100 percent of the monthly median household income of Monroe County (adjusted for family size).

4. At the time an affordable housing (moderate income) unit is leased, the total income of the eligible household or persons shall not exceed 120 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 160 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 25 percent of that amount which represents 120 percent of the monthly median household income of Monroe County (adjusted for family size).

5. At the time an affordable housing (middle income) unit is leased, the total income of the eligible household or persons shall not exceed 140 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 180 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 25 percent of that amount which represents 140 percent of the monthly median household income of Monroe County (adjusted for family size).

6. Eligibility is based on proof of legal residence in Monroe County.

7. Priority shall be given to families of four or more members for larger sized affordable work force housing units.

8. Annual household income means all amounts, monetary or not, which are received by any family member of the household, except income from employment of children (including foster children) under the age of 18 years. Family shall include the traditional family, (married or not) as well as domestic partnerships.

9. In the event that a tenant's income shall exceed the maximum allowable income under this section, and such shall occur for the first time during the last three months of a tenancy, then the landlord and tenant may extend a lease for a period of one year at the affordable rate.

10. The planning board may review a household's income and unique circumstances to determine eligibility and conformance with the intent of this ordinance to assure that people in need are not excluded and people without need are not included.

V. DEFAULTS AND REMEDIES: ASSIGNMENT OF RENTS

A. Upon any violation of the provisions of this Declaration the City may declare a default under this Declaration by delivering written notice thereof to the property owner. After providing written notice of default, the City may apply to a court of competent jurisdiction for specific performance of the Declaration, for an injunction prohibiting a proposed sale, transfer or lease in violation of this Declaration, for a declaration that a prohibited transfer or lease is void, or for any such other relief as may be appropriate.

B. Assignment of rents: Declarant hereby assigns to City the right to receive the rents due or collected from any units identified to be subject to this Declaration during the entire period those units are occupied in violation of any of the terms of this Declaration.

C. The remedies stated herein shall not be exclusive but shall be cumulative to all other remedies and rights the parties may lawfully exercise.

VI. REQUIREMENTS FOR WRITTEN REPORTS FROM DECLARANT

Declarant shall provide a written report to the City each year on January 1, or on such other date as specified by the City in writing, which includes a statement

that Declarant has complied with all provisions of this Declaration, or includes Declarant's explanation of any violation of any provision of this Declaration. The report shall be submitted within thirty (30) days of the specified date to the City, or to such other person or address designated by the City. Failure to provide a report in a timely manner, or any misrepresentations on the report, shall constitute a default under this Declaration.

VII. GENERAL PROVISIONS

A. The City may assign its rights and delegate its duties hereunder in writing. Upon such assignment the City shall notify the property owner.

B. If any action is brought to enforce the terms of this Declaration, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

C. If any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Declaration, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

D. The terms of this Declaration shall be interpreted under the laws of the State of Florida and venue shall lie in Monroe County, Florida.

E. All notices required herein shall be sent by certified mail, return receipt requested, to the Declarant or subsequent property owner at the address of the Property and to the City or its designee at P.O. Box 1409, Key West, FL, 33041, or such other address that the City may subsequently provide in writing to the Declarant or subsequent property owner.

VIII. CONVERSION TO CONDOMINIUM FORM OF OWNERSHIP

A. In the event the Declarant or any subsequent owner or transferee proposes to convert ownership of the Property to condominium or a similar form of ownership, prior to the conversion, Declarant expressly agrees herein to execute an amended Declaration restricting the use, ownership, resale price, and occupancy of the affected units located on the Property in accordance with the provisions contained in Sections 122-1465 through 122-1500 of the Code of Ordinances of the City of Key West, Florida, as amended from time to time ("Work Force Housing Ordinance").

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date written below.

Signed, sealed and delivered in the presence of:

(SEAL)



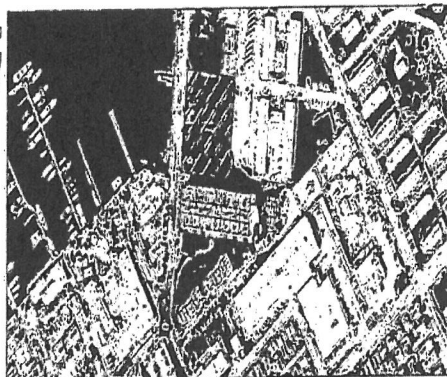
THE CITY OF KEY WEST FLORIDA,
a Florida Municipality

ATTEST:

By: Cheryl Smith By: Samuel Kaufman
Cheryl Smith, City Clerk Vice Mayor Kaufman

[illegible]

LOCATION MAP (N.T.S.)



LEGAL DESCRIPTION:

A PORTION OF LAND ON THE ISLAND OF KEY WEST, MONROE COUNTY, PREPARED BY THE UNDERSIGNED FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

FLOOD INFORMATION:

COMMUNITY NUMBER : 129129
 PERS. NUMBER : 12087C1508
 RUFF : K
 DATE OF BIRTH : 02-18-2005
 FINGERPRINT : A/E/V/E
 BASE & OCC. EVALUATION : AE 5-9 / VE 10
 SEE SURVEY FOR DETAILS

FIELD WORK INFORMATION

DATE FILED IN	07-05-2019
DATE DRAFTING	07-12-2019
DATE REVIEW AND RECD	07-15-2019
REVIEWER'S NAME	N/A

SYMBOL LEGEND:

	LIGHT POLE		SIGN
	WOOD POLE		TELEPHONE BOX
	ELECTRIC BOX		WATER VALVE
	TRAFFIC SIGNAL BOX		ELEVATIONS
	FIRE HYDRANT		TRAFFIC LANE FLOW
	STORM SEWER/CATCH BASIN		CENTER LINE
	WATER METER		MOUNDMENT LINE
			DIAMETER

BENCHMARK INFORMATION

National Academic Survey - Research Dates: JUL 15 2019	
A00002	
A00003	TOTAL (N) = This is a Field Branch Mark
A00004	PERCENTAGE TOTAL 23 5743 IN
A00005	NO = A00003
A00006	CATEGORIES: PLUNGE
A00007	COUNTRY = US
A00008	USGS QUAD = "FLY WEST" (1971)
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SURVEYORS NOTE:

DRAWING SCALE 1"= 20' SHEET SIZE 24"X36"
ALL INTERIOR PROPERTY ANGLES ARE 90°
UNLESS OTHERWISE NOTED

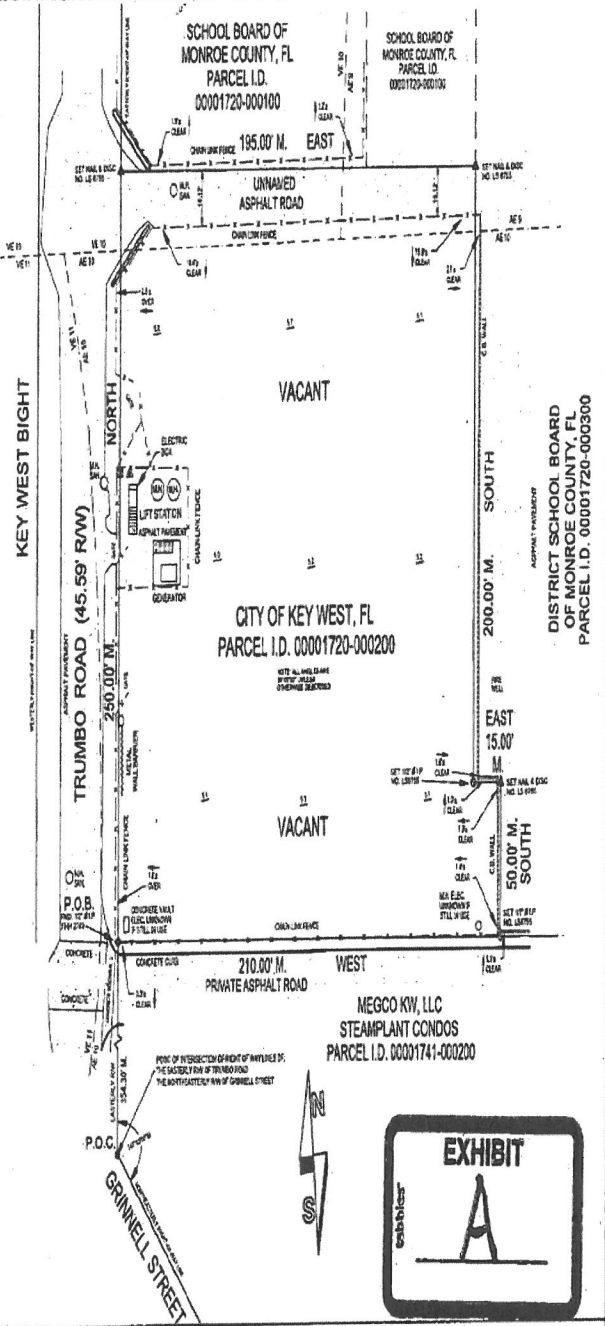


EXHIBIT
A

MONROE COUNTY SURVEYING & MAPPING, INC.
SURVEYORS & MAPPERS, CIVIL ENGINEERS
 A DIVISION OF ZURWELLE-WHITTAKER, INC. (ESTAB. 1926)
 1330 PRUDEN AVENUE, KEY WEST, FL 33601 CERTIFICATE OF AUTHORIZATION NO. LB0236
 P.O. BOX 325-4668 OF (786) 256-0468 FAX (305) 524-4560 WWW.WSMMCO.COM
 MEMBER, F.C.S.M. AND SURVEYORS' BOARD, FLORIDA SURVEYING AND MAPPING SOCIETY

**MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS
250 TRUMBO ROAD
KEY WEST, FL 33040**

Eddie A. Martinez
EDDIE A. MARTINEZ
PROFESSIONAL SURVEYOR AND
MAPPER NO. 15872
STATE OF FLORIDA

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "EDUCATIONAL JOURNAL" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THE CONTENTS OF THE STATEMENTS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL ENGINEERS AND ARCHITECTS PURSUANT TO CHAPTER 344, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.15, ALSO THAT THERE ARE NO USABLE PHOTOGRAPHS OTHER THAN PHOTOGRAPHS.

CAD FILE
 (If the information does not appear, then the date of the next 30 days)

Prepared by and Return to:
George B. Wallace, Esq.
P.O. Box 1409
Key West, FL 33041-1409
(305) 809-3770

Doc # 2250573 Blk# 3002 Pg# 336
Recorded 1/2/2020 4:05 PM Page 1 of 8

Filed and Recorded in Official Records of
MONROE COUNTY KEVIN MADOK, CPA

DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS

This Declaration of Affordable Housing Restrictions (hereinafter "Declaration") is made and entered into this 17th day of September, 2019, by THE CITY OF KEY WEST, a Florida Municipality, (hereinafter "Declarant"), whose principal mailing address is 1300 White Street, Key West Florida, 33040.

This Declaration applies to the real property located at 250 Trumbo Road, in Key West, Florida, which is more fully described in the Legal Description attached hereto and incorporated herein as Exhibit A (hereinafter "Property").

WHEREAS, the Property is subject to regulation pursuant to Sections 122-1465 through 122-1500 of the Code of Ordinances of the City of Key West, Florida, as amended from time to time ("Work Force Housing Ordinance"), which ordinance establishes affordable housing categories to facilitate the development of housing designed to meet the needs of people employed by the local economy, establishes eligibility requirements for occupants of work force housing, and restricts the sales price of the Property and requires that the Property be sold at a price substantially less than fair market value to a purchaser within a specific income range; and

WHEREAS, Declarant as well as subsequent purchasers and tenants will benefit from the limitations and regulations placed on the Property by operation of this Declaration; and,

WHEREAS, the intent of the City of Key West (hereinafter "City") in imposing reasonable regulations on the Property is to establish and maintain the affordability of the Property for persons with incomes within a specified range; and

WHEREAS, the intent of Declarant is to preserve through this Declaration the affordability of the Property and to assign to the City the right to enforce compliance with this Declaration.

NOW, THEREFORE, the Declarant agrees that the Property shall be held and conveyed subject to the following affordable housing restrictions, covenants and conditions, which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns for the entire term of this Declaration.

I. DEFINITIONS

- A. "Declarant" shall mean the owner of the Property and any subsequent purchaser, devisee, transferee, grantee or holder of title of the Property or any portion of the Property.
- B. "Transfer" means any sale, assignment or transfer, voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Property is transferred and Declarant retains title.
- C. "Transferee" shall mean an individual, or individuals, who receive a Transfer of the Property from the Declarant.

All other terms shall have the same meaning given to them in the City's Work Force Housing Ordinance.

II. TERM AND ENFORCEABILITY

A. This Declaration shall run with the Property and bind the Declarant, his or her heirs, legal representatives, executors, successors in interest and assigns, in perpetuity from the effective date of this Declaration.

B. The Property is held and hereafter shall be held, conveyed, encumbered, used, rented, leased and occupied subject to these covenants, conditions, restrictions and limitations. All of the herein-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land.

C. Any transferee or purchaser of the Property, or of any portion of or interest in the Property, by the acceptance of a deed therefore, whether from Declarant or from any subsequent purchaser of the Property, or by the signing of a contract or agreement to purchase the same, shall, by the acceptance of such deed or by the signing of such contract or agreement, be deemed to have consented to and accepted the covenants, conditions, restrictions and limitations set forth herein. Any written instrument attempting or purporting to sell, convey, grant, transfer, exchange or assign any legal or equitable rights or interests to the Property shall be deemed null and void, where such instrument purports or evidences an attempt to sell, convey, grant, transfer, exchange or assign any right or interest to the Property where such instrument is inconsistent with or contrary to the conditions or covenants

contained herein. Any deed or instrument of conveyance executed by or on behalf of Declarant or any subsequent grantee, devisee, heir, assignee or other transferee shall expressly set forth verbatim this and the foregoing reservations, restrictions and covenants or, in lieu thereof, incorporate them by specific reference to this Declaration by Book and Page number(s) where recorded in the Public Records of Monroe County, Florida.

D. In order to preserve through this Declaration the affordability of the Property for persons with incomes within a specified range, the Declarant hereby grants and assigns to the City the right to monitor and enforce compliance with this Declaration. Declarant otherwise reserves the rights necessary to implement the provisions of this Declaration.

III. DECLARATION OF RENTAL LIMITS

A. Pursuant to Section 122-1467(c) of the Work Force Housing Ordinance, the total rental for any rental units to be constructed on the Property shall be based on each unit being affordable housing (moderate income). The rental may be mixed among affordable housing (low income), (median income), (moderate income) and (middle income) in order that the total value of rental does not exceed ten percent of the rental of all the affected units as affordable housing (moderate income).

IV. OCCUPANCY, LEASING AND USE OF THE PROPERTY

A. The subject property shall be operated, managed and otherwise administered as affordable work force housing and such other uses incidental to residential use as may be permitted by local zoning and land use regulations.

1. Occupancy shall be restricted to households or persons who derive at least 70 percent of its or his/her total income from gainful employment in Monroe County.

2. At the time an affordable housing (low income) unit is leased, the total income of the eligible household or persons shall not exceed 80 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 120 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 25 percent of that amount which represents 80 percent of the monthly median

household income of Monroe County (adjusted for family size).

3. At the time an affordable housing (median income) unit is leased, the total income of the eligible household or persons shall not exceed 100 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 140 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 25 percent of that amount which represents 100 percent of the monthly median household income of Monroe County (adjusted for family size).

4. At the time an affordable housing (moderate income) unit is leased, the total income of the eligible household or persons shall not exceed 120 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 160 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 25 percent of that amount which represents 120 percent of the monthly median household income of Monroe County (adjusted for family size).

5. At the time an affordable housing (middle income) unit is leased, the total income of the eligible household or persons shall not exceed 140 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 180 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 25 percent of that amount which represents 140 percent of the monthly median household income of Monroe County (adjusted for family size).

6. Eligibility is based on proof of legal residence in Monroe County.

7. Priority shall be given to families of four or more members for larger sized affordable work force housing units.

8. Annual household income means all amounts, monetary or not, which are received by any family member of the household, except income from employment of children (including foster children) under the age of 18 years. Family shall include the traditional family, (married or not) as well as domestic partnerships.

9. In the event that a tenant's income shall exceed the maximum allowable income under this section, and such shall occur for the first time during the last three months of a tenancy, then the landlord and tenant may extend a lease for a period of one year at the affordable rate.

10. The planning board may review a household's income and unique circumstances to determine eligibility and conformance with the intent of this ordinance to assure that people in need are not excluded and people without need are not included.

V. DEFAULTS AND REMEDIES: ASSIGNMENT OF RENTS

A. Upon any violation of the provisions of this Declaration the City may declare a default under this Declaration by delivering written notice thereof to the property owner. After providing written notice of default, the City may apply to a court of competent jurisdiction for specific performance of the Declaration, for an injunction prohibiting a proposed sale, transfer or lease in violation of this Declaration, for a declaration that a prohibited transfer or lease is void, or for any such other relief as may be appropriate.

B. Assignment of rents: Declarant hereby assigns to City the right to receive the rents due or collected from any units identified to be subject to this Declaration during the entire period those units are occupied in violation of any of the terms of this Declaration.

C. The remedies stated herein shall not be exclusive but shall be cumulative to all other remedies and rights the parties may lawfully exercise.

VI. REQUIREMENTS FOR WRITTEN REPORTS FROM DECLARANT

Declarant shall provide a written report to the City each year on January 1, or on such other date as specified by the City in writing, which includes a statement

that Declarant has complied with all provisions of this Declaration, or includes Declarant's explanation of any violation of any provision of this Declaration. The report shall be submitted within thirty (30) days of the specified date to the City, or to such other person or address designated by the City. Failure to provide a report in a timely manner, or any misrepresentations on the report, shall constitute a default under this Declaration.

VII. GENERAL PROVISIONS

A. The City may assign its rights and delegate its duties hereunder in writing. Upon such assignment the City shall notify the property owner.

B. If any action is brought to enforce the terms of this Declaration, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

C. If any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Declaration, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

D. The terms of this Declaration shall be interpreted under the laws of the State of Florida and venue shall lie in Monroe County, Florida.

E. All notices required herein shall be sent by certified mail, return receipt requested, to the Declarant or subsequent property owner at the address of the Property and to the City or its designee at P.O. Box 1409, Key West, FL, 33041, or such other address that the City may subsequently provide in writing to the Declarant or subsequent property owner.

VIII. CONVERSION TO CONDOMINIUM FORM OF OWNERSHIP

A. In the event the Declarant or any subsequent owner or transferee proposes to convert ownership of the Property to condominium or a similar form of ownership, prior to the conversion, Declarant expressly agrees herein to execute an amended Declaration restricting the use, ownership, resale price, and occupancy of the affected units located on the Property in accordance with the provisions contained in Sections 122-1465 through 122-1500 of the Code of Ordinances of the City of Key West, Florida, as amended from time to time ("Work Force Housing Ordinance").

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date written below.

Signed, sealed and delivered in the presence of:

(SEAL)

ATTEST:

By:

Cheryl Smith, City Clerk

By:

Vice Mayor Kaufman

Boundary Survey

Interlocal Agreement

**KEYS OVERNIGHT TEMPORARY SHELTER (KOTS) AND ESSENTIAL
GOVERNMENTAL EMPLOYEE HOUSING
INTERLOCAL AGREEMENT**

This Agreement is made and entered into by MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL, 33040, ("COUNTY"), and the CITY of Key West, a municipal corporation of the State of Florida, whose address is 1300 White Street, Key West, Florida 33040 (the "CITY").

WHEREAS, the COUNTY, in general, and the CITY of Key West, specifically, have a significant population of homeless people; and

WHEREAS, CITY and COUNTY have determined that this agreement is in the best interests of the public; and

WHEREAS, the COUNTY owns a parcel of land situated on North Stock Island that includes the Premises used hereunder and more particularly described in Exhibit "A"; and

WHEREAS, the CITY has operated a homeless shelter known as the Keys Overnight Temporary Shelter ("KOTS") on COUNTY owned property designated for use by the MONROE COUNTY SHERIFF ("SHERIFF") as his headquarters and main jail since 2004; and

WHEREAS, the County assisted the City's operation of KOTS by providing land and payment of certain utilities since 2004; and

WHEREAS, the CITY has requested that KOTS remain on the COUNTY property that also serves as the Headquarters for the SHERIFF and the County Jail; and

WHEREAS, Monroe County Sheriff's Office ("SHERIFF"), finds it difficult to recruit and retain personnel due to the high cost of living in Monroe County; and

WHEREAS, on September 27, 2017, the Sheriff requested authorization from the County to build approximately 30 units of housing for his employees on the current site of KOTS; and

WHEREAS, on September 27, 2017, the COUNTY authorized staff to begin working with the CITY to develop the property where KOTS is currently located to build employee housing for the SHERIFF; and

WHEREAS, on September 27, 2017, the County Commission voted to advise the City that it had one year to vacate the premises of the current KOTS facility; and

WHEREAS, on July 18, 2018, the County Commission voted to extend the deadline for the City to vacate the premises until September 27, 2019; and

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WHEREAS, the CITY has identified a parcel of CITY owned land on Trumbo Road on which the contemplated units of housing for Sheriff's employees can be built; and

WHEREAS, the City has represented to the COUNTY and the SHERIFF that the Trumbo property is in the process of being re-zoned to be eligible for constructing approximately 40 units of affordable housing under the CITY's Land Development Code and Comprehensive Plan; and.

WHEREAS, the parties agree that a land swap is the best mechanism to ensure each governmental entity of its ability to achieve its mutual goals of building a new KOTS facility on a suitable location and creating at least 30 units of affordable housing for the Sheriff's employees; and

WHEREAS, by approving this agreement, the County Commission rescinds all prior votes to direct the City to vacate the County's property current KOTS location; and

WHEREAS, CITY has agreed to bear the costs of construction of the "NEW KOTS" facility and the County has agreed to bear the costs of removing its sheds from the subject parcel in order to provide the City a site that is ready for the City to build upon; and

WHEREAS, Section 7.03(a) of the City Charter authorizes the City to convey City owned property to the County without a referendum; and

WHEREAS, Section 1.08 of the City Charter currently requires approval of the voters by referendum for acquisition of real property by any means; and

WHEREAS, the parties desire to enter into an interlocal agreement that would permit the CITY to use a portion of the COUNTY's Premises as a homeless persons safe zone commonly referred to as KOTS until such time as the City can formally accept conveyance of that portion of property from the County in exchange for a conveyance of the Trumbo property to the COUNTY for use as an affordable housing site for Sheriff's office and other public employees.

NOW, THEREFORE IT IS AGREED:

1. **PROPERTY**. The properties covered by this agreement include the following parcels:
 - A. "NEW KOTS" – a parcel of land shown on Exhibit A that is a portion of the parcel where the Monroe County Detention Center and Monroe County Sheriff's Headquarters Building is located.
 - B. "Trumbo Road" – the approximately 1.1 acre of vacant land on Trumbo Road that has a current street address of 250 Trumbo Road, Key West, and parcel number 00001720-000200.

The COUNTY agrees to lease to the CITY for its exclusive use the land designated as "NEW KOTS", hereafter "the Premises," as shown on Exhibit "A," which shall be made available to CITY in a scarified condition free of any existing utility installations or other structures. (Existing City improvements excluded.)

2. **DESIGN AND CONSTRUCTION.** The parties to this Agreement will work together to design and build at CITY'S sole expense the NEW KOTS facility taking into consideration the concerns of neighboring property owners and will design a staging area and adequate screening and landscaping so as to minimize visual or noise impacts on the neighboring properties.

The parties agree that the NEW KOTS facility will be completely fenced and have two gated entrances referred to as a main entrance and a service entrance. Both gated entrances are depicted on Exhibit A. The service entrance shall not be used by KOTS clients or staff except for deliveries or emergencies.

3. **SEQUENCE OF ACTIONS.**

A. Within 90 days of the effective date of this agreement, the CITY shall deed the Trumbo Property to the County free of all liens and encumbrances, in a form acceptable to the County Attorney. The deed shall contain a reversionary clause in favor of the City should the County abandon its intended use as affordable housing for the Sheriff and other public employees. The City's failure to convey the Trumbo property within 90 days of the effective date of this agreement, shall render the agreement void at the discretion of County. Prior to the conveyance the City shall record a Declaration of Restriction restricting the use of the property, in perpetuity, to workforce affordable housing as defined in Section 122-1465 through 122-122-1472 of the Land Development Regulations of the City.

B. Within 90 days of the effective date of this agreement,

a. The COUNTY shall relocate the existing county-owned storage sheds and related infrastructure that currently exists on the site of the NEW KOTS property depicted in Exhibit A so that the site is suitable for building the NEW KOTS facility. The COUNTY anticipates that it will require no more than six weeks to provide a site that is ready for construction of the NEW KOTS facility.

b. Contemporaneously with or prior to the COUNTY's efforts to clear the site for the NEW KOTS facility, the CITY may commence or complete the design and permitting process for constructing the NEW KOTS. The City shall provide the COUNTY and SHERIFF an opportunity to review and provide input prior to submitting the plans for approval by the City's building and planning departments.

- c. The COUNTY may begin the design and permitting process for constructing the affordable housing units on the Trumbo property independent of the design, permitting, and construction of the NEW KOTS facility on the jail property.
 - C. The CITY shall continue to operate the existing KOTS until the NEW KOTS facility is opened and occupied. CITY shall make every reasonable effort to construct the NEW KOTS facility within 36 months of the final execution of this agreement. Both parties acknowledge budgetary funding hurdles remain to be overcome for the construction of NEW KOTS. The parties agree to jointly seek a legislative change to F.S. 380.0666 to insert language that would clearly authorize the use of Land Authority funds to aid in the cost of construction of the NEW KOTS facility.
 - D. Within 60 days of the occupancy of NEW KOTS by the CITY, the CITY shall demolish the old KOTS facility.
 - E. To the extent allowed by law, the COUNTY agrees to convey the NEW KOTS property to the CITY upon demand when the CITY is legally permitted to take title with or without a referendum, free of any liens and encumbrances in a form acceptable to the City Attorney. The deed shall contain a reversionary clause in favor of the County should the CITY abandon use of the property as a homeless shelter or a site for the construction of affordable housing should CITY determine not to continue to provide a homeless shelter at the NEW KOTS location
4. **TERM.** Subject to and upon the terms and conditions set forth herein, this Agreement shall continue in force for a term of 99 years commencing as of the 18th day of September 2019 and ending on the 17th day of September, 2118. Should the City acquire ownership of the NEW KOTS property subsequent to the County obtaining ownership of the Trumbo property, the parties will re-evaluate the continuing need for any portions of this agreement at the request of either party.

5 **USE AND CONDITIONS DURING THE LEASEHOLD PERIOD.**

- A. The Premises shall be used for the purposes of providing a homeless safe zone and provision of related services as determined by CITY. No signs of any kind shall be permitted except within the footprint of the Premises. If the Premises are used for any other purpose, the COUNTY shall have the option of immediately terminating this Agreement. The CITY shall not permit any use of the Premises in any manner that would obstruct or interfere with any COUNTY functions and duties.
- B. The CITY will further use and occupy the Premises in a careful and proper manner, and not commit any waste thereon. The CITY shall not cause, or allow to be caused, any objectionable activity of any nature on the Premises. Any

activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any State or Federal laws or regulations or as those terms are understood in common usage, are specifically prohibited. The CITY shall not use or occupy the Premises for any unlawful purpose and will, at the CITY's sole cost and expense, conform to and obey any present or future ordinance and/or rules, regulations, requirements and orders of governmental authorities or agencies respecting the use and occupation of the Premises.

- C. The CITY shall establish a "No Smoking" zone for that portion of the Premises which is adjacent to the Sheriff's Office propane tanks, according to the requirements of the Fire Marshals of the COUNTY and the CITY. This "No Smoking" zone shall be strictly enforced by the CITY.
- D. The CITY shall, through its agents and employees, prevent the unauthorized use of the Premises or the common areas, or any use thereof not in conformance with this Agreement. The CITY shall not permit the Premises to be used or occupied in any manner that will violate any laws or regulations of any applicable governmental authority or entity.
- E. The CITY, its officers, employees, agents, contractors, volunteers, and invitees shall have the same rights of ingress and egress along the right-of-way routes to the Premises as do other members of the general public. The CITY shall be responsible for ensuring that these common ways of ingress and egress are used by their officers, employees, agents, contractors, volunteers, and invitees in a reasonable and orderly manner, in cooperation with all other occupants and their officers, employees, agents and invitees. The CITY shall conduct itself and will cause its officers, employees, agents, and invitees to conduct themselves with full regard for the rights, convenience, and welfare of all other users of the public property of which the Premises is a sub-part.
- F. Unless otherwise agreed by separate agreement or amendment to this interlocal agreement, the CITY or its authorized designee shall be solely responsible for operating the homeless safe zone, including all maintenance, security, enforcement of rules and regulations, programs, transportation and any and all other aspects of operations.

6. **RENT.** Until such time as the City lawfully takes title to the NEW KOTS property, the CITY must pay the COUNTY the sum of ten dollars (\$10.00) per year, due on the first day of the contract year, payable in advance and remitted to the Monroe County Clerk's Office, 500 Whitehead Street, Key West, FL 33040.

7 **UTILITIES.** The CITY shall be provided \$5,000.00 a year for water, electrical and sewerage utilities at the Premises, by the COUNTY. Any other utilities, such as telephone or cable television, shall be provided, if at all, at the expense of the CITY. CITY shall be responsible for paying any and all costs of utility connection fees, impact fees, effluent

discharge units, or any other costs associated with the placement of utility infrastructure to provide utility services to the Premises.

8 **ALTERATIONS AND IMPROVEMENTS.**

- A. Until such time as the CITY takes title to the Premises, no structure or improvements of any kind, whether temporary or permanent, shall be placed upon the land without prior approval in writing by the COUNTY's Administrator (which shall not be unreasonably withheld), a building permit issued by CITY and any permits required by law by any other agency, federal or state. Any such structure or improvements shall be constructed in a good and workmanlike manner. The CITY shall be solely responsible for obtaining all necessary permits and paying impact fees required by any agency and any connection fees required by any utility.
- B. Portable or temporary advertising signs are prohibited.
- C. Upon occupancy of the NEW KOTS facility, the CITY shall demolish the existing facility at its own expense.

9 **MECHANIC'S LIENS.** The CITY shall not permit any mechanic's lien or liens to be placed on the Premises or on improvements on it. If a mechanic's lien is filed, it shall be the sole responsibility of the CITY or its officer, employee, agent, contractor or other representative causing the lien to be filed to discharge the lien and to hold harmless and defend the Department of Juvenile Justice, Monroe County Sheriff's Office, and Monroe County against enforcement of such lien. Pursuant to Section 713.01, Florida Statutes, the liens authorized in Chapter 713, Florida Statutes, do not apply to the COUNTY.

10 **RECORDS – ACCESS AND AUDITS.** The CITY shall maintain adequate and complete records for a period of four years after termination of this Agreement or as otherwise provided by law. The COUNTY, its officers, employees, agents and contractors shall have access to the CITY's books, records, and documents related to this Agreement upon request. The access to and inspection of such books, records, and documents by the COUNTY shall occur at any reasonable time.

11 **RELATIONSHIP OF PARTIES.** The CITY is and shall be an independent contractor and not an agent or servant of the COUNTY. The CITY shall exercise control, direction, and supervision over the means and manner that its personnel, contractors and volunteers perform the work for which purpose this Agreement is entered. The CITY shall have no authority whatsoever to act on behalf and/or as agent for the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement. The COUNTY shall at no time be legally responsible for any negligence on the part of the CITY, its employees, agents or volunteers resulting in either bodily or personal injury or property damage to any individual, property or corporation.

12 **TAXES.** The CITY must pay all taxes and assessments, if any, including any sales or use tax, levied by any government agency with respect to the CITY's operations on the Premises.

13 **INSURANCE.** The parties to this agreement stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims under federal or state actions for civil rights violations, which are not limited by Florida Statutes Section 768.28 and Chapter 440, as well as any and all claims within the limitations of Florida Statutes Section 768.28 and Chapter 440, arising out of the activities governed by this agreement.

To the extent allowed by law, each party shall be responsible for any acts of negligence on the part of its employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party harmless from all claims arising out of such actions. Nothing contained herein shall be deemed to waive the CITY's sovereign immunity rights including but not limited to those expressed in Section 768.28, Florida Statutes.

The CITY agrees 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 are canceled, terminated or reduced in coverage, then the LESSEE must immediately substitute complying policies so that no gap in coverage occurs. Copies of current policy certificates shall be filed with the COUNTY whenever acquired or amended.

14 **CONDITION OF PREMISES.** The CITY must keep the Premises in good order and condition. The CITY must promptly repair damage to the Premises. At the end of the term of this Agreement, the CITY must surrender the Premises to the COUNTY in the same good order and condition as the Premises were on the commencement of the term of this agreement, normal wear and tear excepted. The CITY is solely responsible for any improvements to land and appurtenances placed on the Premises. The CITY shall not commit waste on the Premises, nor maintain or permit a nuisance on the Premises. After termination or expiration of this Agreement, the CITY shall pay the COUNTY the cost of any repairs and clean-up necessary to restore the Premises to its condition at the commencement of this Agreement.

15 **HOLD HARMLESS.** To the extent allowed by law, the CITY is liable for and must fully defend, release, discharge, indemnify and hold harmless the COUNTY, the members of the County Commission, COUNTY officers and employees, and the Sheriff, and Sheriff's Office, and its officers and employees, from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type – including investigation and witness costs and expenses and attorney's fees and costs – that arise out of or are attributable to the CITY's operations on the Premises except for those claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are the result of the sole negligence of the COUNTY. The CITY's purchase of the insurance required under this Agreement does not release or vitiate its obligations under this paragraph. Neither the County nor the CITY waives any of its respective sovereign immunity rights including but not limited to those expressed in Section 768.28, Florida Statutes.

16 **NON-DISCRIMINATION.** The CITY for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Premises or in the contracting for improvements to the Premises on the basis of race, color gender, or national origin.

17 **TERMINATION.** The COUNTY may treat the CITY in default and terminate this Agreement upon 90 days written notice, upon failure of the CITY to comply with any provision related to compliance with all laws, rules and regulations, provided CITY is first offered the opportunity to cure any said defaults within a reasonable time after notice of said violation. 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.

18 **CESSATION OF HOMELESS SAFE ZONE OPERATIONS.** If the City has not taken title to the property upon the natural expiration or early termination of this agreement, the operation of a homeless safe zone shall immediately be ceased and all improvements, equipment, and other personal property of the CITY, its officers, employees, contractors, agents, volunteers and invitees shall immediately be removed from the Premises. Any damage to the Premises which has occurred due to the use contemplated under this Agreement shall be immediately repaired and the Premises restored to its original condition. Should the CITY determine to cease operation of the homeless safe zone prior to the natural termination of this agreement, the CITY shall give COUNTY prior written notice of such intended cessation sixty (60) days before the effective date of the cessation of operation.

19 **ASSIGNMENT.** The CITY may not assign this Agreement or assign or subcontract any of its obligations under this Agreement without the approval of the COUNTY's Board of County Commissioners. All the obligations of this Agreement will extend to and bind the legal representatives, successors and assigns of the CITY and the COUNTY.

20. **SUBORDINATION.** This Agreement is subordinate to the laws and regulations of the United States, the State of Florida, the COUNTY and the CITY, whether in effect on commencement of this Agreement or adopted after that date.

21 **INCONSISTENCY.** If any item, condition or obligation of this Agreement is in conflict with other items in this Agreement, the inconsistencies shall be construed so as to give meaning to those terms which limit the COUNTY's responsibility and liability.

22 **GOVERNING LAWS/VENUE.** This Agreement is governed by the laws of the State of Florida and the United States. Venue for any dispute arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to a reasonable attorney's fee and costs.

23 **CONSTRUCTION.** This Agreement has been carefully reviewed by the CITY and the COUNTY. Therefore, this Agreement is not to be construed against any party of the basis of authorship.

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

COUNTY:
Monroe County Administrator
1100 Simonton Street
Key West, FL 33040

CITY:
Key West City Manager
1300 White Street
Key West, FL 33040

25 **FULL UNDERSTANDING.** This Agreement is 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.

26 **EFFECTIVE DATE.** This Agreement will take effect upon the signature of the last party to the agreement.

[signatures on next page]



IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representatives.

ATTEST: KEVIN MADOK,
CLERK OF MONROE COUNTY, FLORIDA

MONROE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: *Emily Starnik*
Deputy Clerk (BOCC APPROVED 9/18/19)

By: *Sylvia J. Murphy*
Mayor Sylvia Murphy
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Pedro J. Mercado
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 10/21/19

(SEAL)

ATTEST: CHERYL SMITH,
CITY CLERK

CITY COMMISSION
CITY OF KEY WEST

By: *Cheryl Smith*
Clerk

By: *Sam Kaufman*
Vice Mayor Kaufman

ACCEPTANCE BY THIRD PARTY BENEFICIARY:

The Sheriff of Monroe County does hereby acknowledge that the Monroe County Sheriff's Office is an intended third- party beneficiary of this Agreement, that he has participated in and accepts the terms of this Agreement and that any future objections to the KOTS location as reflected on Exhibit A are waived.

MONROE COUNTY SHERIFF'S OFFICE

By: _____
Rick Ramsay, Monroe County Sheriff

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representatives.



ATTEST: KEVIN MADOK,
CLERK OF MONROE COUNTY, FLORIDA

MONROE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: *Samuel Starnick*
Deputy Clerk (BOLL APPROVED 9/18/19)

By: *Sylvia J. Murphy*
Mayor Sylvia Murphy
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Pedro J. Mercado
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 10/21/19

(SEAL)

ATTEST: CHERYL SMITH,
CITY CLERK

CITY COMMISSION
CITY OF KEY WEST

By: _____
Clerk

By: _____
Mayor Teri Johnston

ACCEPTANCE BY THIRD PARTY BENEFICIARY:

The Sheriff of Monroe County does hereby acknowledge that the Monroe County Sheriff's Office is an intended third- party beneficiary of this Agreement, that he has participated in and accepts the terms of this Agreement and that any future objections to the KOTS location as reflected on Exhibit A are waived.

MONROE COUNTY SHERIFF'S OFFICE

By: *Rick Ramsay*
Rick Ramsay, Monroe County Sheriff

MONROE COUNTY SHERIFF'S OFFICE

APPROVED AS TO FORM:

Patrick J. McCullah
PATRICK J. McCULLAH
GENERAL COUNSEL

DATE: 10/10/2019

Property Record Card



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.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00001720-000200
 Account# 1001805
 Property ID 1001805
 Millage Group 12KW
 Location Address 250 TRUMBO Rd, KEY WEST
 Legal Description KW PT OF TRUMBO ISLAND OR551-218 OR813-2458/64 OR1415-127 OR3002-336 OR3003-879 OR3006-1711
 (Note: Not to be used on legal documents.)
 Neighborhood 32220
 Property Class CONVEL/REST HOMES (7800)
 Subdivision
 Sec/Twp/Rng 31/67/25
 Affordable Housing No

Owner

MONROE COUNTY
 1100 Simonton St
 Ste 205
 Key West FL 33040

Valuation

	2020	2019	2018	2017
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$200,200	\$200,200	\$200,200	\$200,200
+ Market Land Value	\$3,170,178	\$3,170,178	\$3,170,178	\$3,170,178
= Just Market Value	\$3,370,378	\$3,370,378	\$3,370,378	\$3,370,378
= Total Assessed Value	\$3,370,378	\$3,370,378	\$3,370,378	\$3,370,378
- School Exempt Value	(\$3,370,378)	(\$3,370,378)	(\$3,370,378)	(\$3,370,378)
= School Taxable Value	\$0	\$0	\$0	\$0

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL EXEMPT (100E)	49,500.00	Square Foot	0	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
	1975	1976	1	36400	3

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
1/8/2020	\$0	Quit Claim Deed	2254334	3006	1711	18 - Unqualified	Improved
1/8/2020	\$100	Quit Claim Deed	22516050	3003	879	18 - Unqualified	Improved

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
BLD2018-1517	12/12/2018		\$46,480	Commercial	Lift station H: Install coated rigid & wire from utility pole to MB location.

View Tax Info

[View Taxes for this Parcel](#)

Map



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



[User Privacy Policy](#)
[GDPR Privacy Notice](#)

[Last Data Upload: 7/1/2021 2:23:14 AM](#)

OFFICE OF THE CITY ATTORNEY



PHONE: (305) 809-3770
FAX: (305) 809-3771

THE CITY OF KEY WEST

POST OFFICE BOX 1409
KEY WEST, FL 33041-1409
WWW.KEYWESTCITY.COM

EXECUTIVE SUMMARY

To: The City Commission for the City of Key West

From: James K. Scholl, City Manager

By: George B. Wallace, Assistant City Attorney

Date: August 30, 2019

RE: Proposed Interlocal Agreement between Monroe County and the City of Key West providing a long-term solution to the location of the current KOTS facility and providing the County with City Owned property for the construction of affordable housing designed to meet the needs of the Monroe County Sheriff's Department's employees and other first responder personnel.

Action statement:

Approve an Interlocal Agreement providing a long-term solution to the KOTS facility in exchange for deeding current City property to Monroe County for the construction of affordable housing for the Monroe County Sheriff's Department.

Background

Since 2004 the County has provided the City with land for the operation of KOTS which is located adjacent to, or constituting a portion of, the County property on which the Sheriff's Office is located. In 2017 The County voted to require the City to vacate the current premises no later than September 27, 2019. The County's request was stimulated by the Monroe County Sheriff's desire to utilize the property for potential affordable

housing needs of the Sheriff's employees. After extensive meetings between representatives on the County Commission, City Commission, City County and Sheriff's department management teams, the legal departments of all of the agencies as well as other interested parties the proposed Interlocal Agreement is being presented to provide a long- term solution to location of an overnight shelter facility for the homeless as well as a location for affordable housing for the Sheriff's Office employees.

If approved the following would occur:

-
1. The City will deed the property located at 250 Trumbo Road to the County subject to a Restrictive Covenant requiring the property be used for affordable housing pursuant to the City's Affordable Housing ordinances. The deed will contain a reverter clause returning the property to the City should the County cease the use of the property for Affordable Housing. The pending zoning modification for the property will allow up to 40 units be placed on the property subject to design limitations.
 2. The City will acquire the use of an expanded area of the County property for 99 years or until the City can legally acquire the property by referendum or Charter amendment in the future. Any future conveyance of the property to the City would also contain a reverter clause should the City cease operation of a homeless shelter on the site. The City would be allowed to convert the use of the property for affordable housing without triggering the reverter clause. A "NEW KOTS" facility will be constructed by the City as soon as funding is available which will be located deeper into the property in order to lesson the impact of NEW KOTS on neighboring properties. Both parties will seek clarification or modification of Section 380.0666 Florida Statutes clarifying that Land Authority funds could be a source of needed funding should the respective governing bodies of the City and County desire to use that approach.
 3. There are various other detailed descriptions of the operation of NEW KOTS and other negotiated terms in the agreement.
-

Funding considerations:

The cost to the City of approving the agreement is the nominal cost of recording proper documents estimated to be less than \$100.00.

Recommendation:

To approve the Interlocal Agreement as presented and execute, deliver and record as necessary property conveyance and restrictive document.

Deed

Doc # 2254334 Bk# 3006 Pg# 1711 Recorded 1/31/2020 at 11:41 AM Pages 3
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
REC: \$27.00 Deed Doc Stamp \$0.00

THIS DEED IS BEING RE-RECORDED DUE TO THE INADVERTANT FAILURE TO ATTACH
AND RECORD THE LEGAL DESCRIPTION CONTAINED IN EXHIBIT "A"

Prepared By :

George B. Wallace
Assistant City Attorney
P.O. Box 1409
Key West, FL 33041-1409

Doc # 2251650 Bk# 3003 Pg# 879
Recorded 1/13/2020 11:56 AM Page 1 of 2

Deed Doc Stamp \$0.70
Filed and Recorded in Official Records of
MONROE COUNTY KEVIN MADOK, CPA

Return Recorded Deed to:
Patricia A. Eables, Esq.
Office of the County Attorney
County of Monroe
P.O. Box 1026
Key West, FL 33041

QUIT CLAIM DEED

This Quit Claim Deed made this 8th day of January 2020 between by **The City of Key West, Florida,** a municipal corporation, whose post office address is P.O. Box 1409, Key West, Florida 33041, herein called the Grantor, to **MONROE COUNTY, a political subdivision of the State of Florida,** whose mailing address is 1100 Simonton Street, Key West, Florida, hereinafter called the Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor, in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain and convey unto the Grantee forever, the right, title, interest, claim and demand which the said Grantors have in and to the following described lot, piece or parcel of land, with an approximate street address of 250 Trumbo Road, situate, lying and being in the City of Key West, County of **Monroe**, State of **Florida**, to-wit:

(See Exhibit "A" attached) (Parcel Identification No. 00001720-000200)

Reserving unto the Grantor a perpetual utility easement along, over, under and across that portion of the demised premises occupied by the Grantor as a utility lift station and accessory related equipment as reflected on Exhibit "A".

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity to the only proper use, benefit and behoof of the said Grantee for so long as the land conveyed is used for the purposes described in that certain Interlocal Agreement titled "KEYS OVERNIGHT TEMPORARY SHELTER (KOTS) AND ESSENTIAL GOVERNMENTAL EMPLOYEE HOUSING INTERLOCAL AGREEMENT" dated October 19, 2019, and recorded as Doc #2250574 in Official Records Book# 3002, Page# 344 of the Public Records of Monroe County, Florida.

In the event the land is not used for the purpose of housing employees of the Monroe County Sheriff's Office and other governmental employees as provided in said Interlocal Agreement, then the land and the premises shall, after written notice to the County Mayor, and a 180-day period to correct said deficiency, revert to the Grantor, its successors or assigns, and the Grantee, its successors and assigns shall forfeit all rights thereto, if said deficiency is not corrected within that 180-day period. The reversionary interest of the Grantor shall survive any termination of the Interlocal Agreement by Grantee.

[THIS AREA LEFT INTENTIONALLY BLANK – SIGNATURES ON NEXT PAGE]

Doc. # 2254334 Page Number: 2 of 3

This Quit-Claim Deed is executed pursuant to Article 7.03 of the Charter of the City of Key West.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

(CITY SEAL)

The City of Key West, Florida, a
Municipal Corporation



Cheryl Smith
Cheryl Smith, City Clerk

Teri Johnston
Teri Johnston, Mayor

Melinda Stewart
(Signature of First Witness)

Melinda Stewart
Printed Name

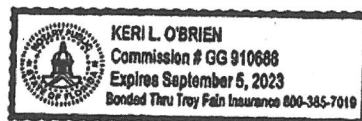
Erin Getchel
(Signature of Second Witness)

Erin Getchel
Printed Name

State of FLORIDA)
County of MONROE)

The foregoing instrument was acknowledged before me this 8th day of January, 2020 by Teri Johnston who ☒ is personally known or ☐ has produced a driver's license as identification and who did take an oath.

(Notary Seal)



[Signature]
Notary Public

My Commission Expires: 9/5/2023

THIS DEED IS BEING RE-RECORDED DUE TO THE INADVERTANT FAILURE TO ATTACH AND RECORD THE LEGAL DESCRIPTION CONTAINED IN EXHIBIT "A"

Page 2 of 2

- SURVEYOR'S NOTES:**

- [illegible]

An aerial photograph of a city street grid. A large, multi-story building is visible in the upper right quadrant, labeled 'ST. JOHN'S HOSPITAL'. The surrounding area is filled with smaller buildings and streets, showing a dense urban layout.

A PORTION OF LAND ON THE ISLAND OF KEY WEST, MONROE COUNTY, PREPARED BY THE UNDERSIGNED FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(POB) COMMENCING AT THE INTERSECTIONS OF THE EAST RIGHT-OF-WAY LINE OF TRUMBO ROAD AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRINNELL STREET; THENCE RUN NORTH ALONG THE EAST RUN LINE OF TRUMBO ROAD FOR A DISTANCE OF 364.45 FEET TO THE (POB) POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG THE EASTERLY RIGHT-OF-WAY LINE OF TRUMBO ROAD FOR A DISTANCE OF 250.0 FEET; THENCE ALL AT RIGHT ANGLES, EAST FOR A DISTANCE OF 195.0 FEET; THENCE SOUTH FOR A DISTANCE OF 200.0 FEET; THENCE EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH FOR A DISTANCE OF 50.0; THENCE WEST ALONG THE NORTHERLY BOUNDARY LINE OF THE "STEMPLANT CONDO" FOR A DISTANCE OF 200.0 FEET BACK TO THE EAST RIGHT-OF-WAY LINE OF TRUMBO ROAD AND FOR THE POINT OF BEGINNING.
















FLOOD INFORMATION:

COMMUNITY NUMBER : 125128
MAPLE NUMBER : 12987C1608
SUITE : 30
DATE OF FILE : 02-15-2005
FORM CODE : A000VE
BASE FLOOD ELEVATION : 568.77 FT
SEE SURVEY FOR DETAILS

FIELD WORK INFORMATION

DATE FILED: 07-03-2019
DATE SHIPPED: 07-12-2019
DATE BOXES AND BULK: 07-15-2019
ADDRESS: 3114

SYMBOL LEGEND:

- | | | | |
|---|--------------------|---|---------------|
|  | LIGHT POLE |  | GOLF |
|  | WOOD POLE |  | TELEPHONE |
|  | ELECTRIC BOX |  | WATER VALVE |
|  | TRAFFIC SIGNAL BOX |  | ELEVATED ROAD |
|  | PIPE HYDRANT |  | TRAFFIC SIGN |
|  | BROOM SHED/STATION |  | CENTER LINE |
|  | WATER METER |  | MANHOLE |
| | |  | DRAINAGE |

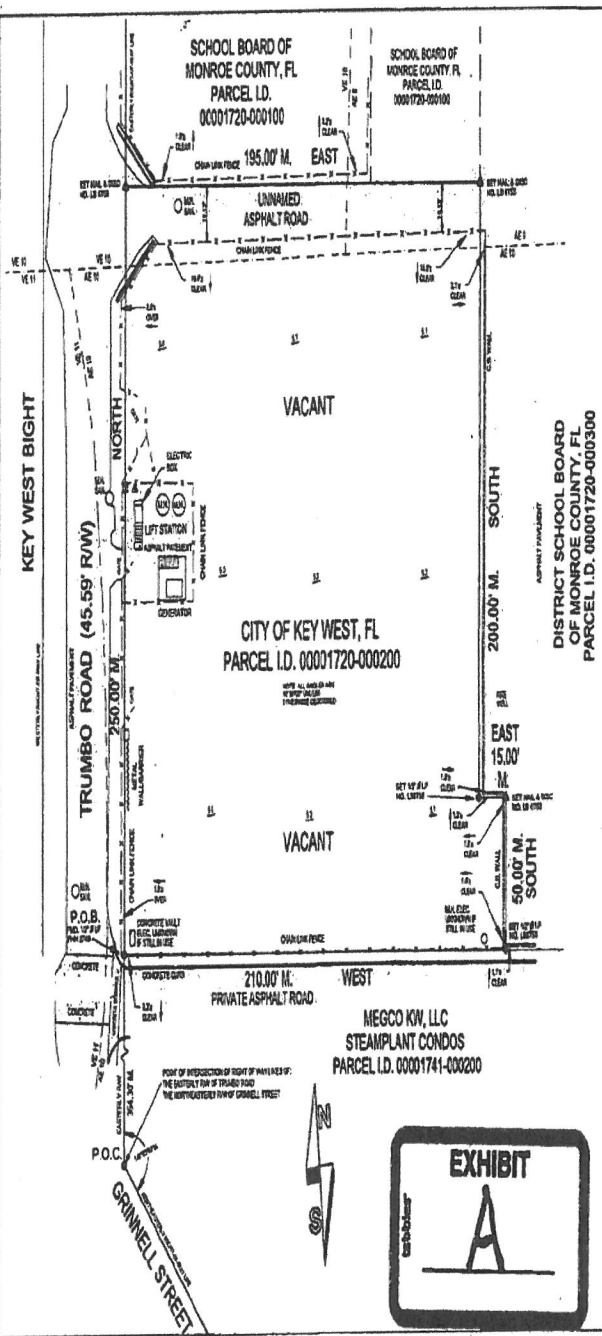
BENCHMARK INFORMATION:

[illegible]

SURVEYORS NOTE:

DRAWING SCALE 1"= 20' SHEET SIZE 24"X36"

ALL INTERIOR PROPERTY ANGLES ARE 90°
UNLESS OTHERWISE NOTED



EXHIBIT

A



MONROE COUNTY SURVEYING & MAPPING, INC.
SURVEYORS & MAPPERS, CIVIL ENGINEERS
 A DIVISION OF ZURWELLE-WHITTAKER, INC. (ESTAB. 1926)
 1120 TULSA AVENUE, 4TH FLOOR, SUITE 400, OKLAHOMA CITY, OKLAHOMA 73102
 PHONE: (405) 225-4444 OR (405) 723-4444 FAX: (405) 225-4756 WWW.MCMC.OCC.OG
 E-MAIL: ZURWELLE@MCMC.OCC.OG WHITTAKER@MCMC.OCC.OG

**MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS
250 TRUMBO ROAD
KEY WEST, FL 33040**

Eddie A. Martinez
 PROFESSIONAL SURVEYOR AND
 MAPPER NO. 12678
 STATE OF FLORIDA

JOB NO.	100	DATE	10/10/71
FIELD BOOK	FILE	NAME	JOHN J. HARRIS
SCALE	1" = 20'	SHEET	1

REVISED	REVISIONS
DRF	
EAM	
ET No.	
OF 1	

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE
MY KNOWLEDGE AND BELIEF
SURVEYORS AND MAPPER
VISIBLE ENCROACHMENTS O

END FILE

CERTIFICATE:
ATTACHED BOUNDARY, B.M.
AND THAT THE PARTY MEET
PURSUANT TO CHAPTER 547.
OTHER THAN SHOWN HEREON.

REPORT WAS PREPARED UNDER
THE STANDARDS OF PRACTICE
FLORIDA ADMINISTRATIVE CODE
SECTION 119.07

FOR MY DIRECTION AND IS TRUE.
BE SET FORTH BY THE FLORIDA
DE FURSLAND TO SECTION 472

AND CORRECT TO THE BEST OF
A BOARD OF PROFESSIONAL
JURY ALSO THAT THERE ARE NO

EXHIBIT A

SKETCH AND LEGAL DESCRIPTION OF NEW KOTS

SKETCH & DESCRIPTION
Keys Overnight Temporary Shelter (KOTS)
PORTION OF TIF DEED NUMBER 19725
STOCK ISLAND
MONROE COUNTY, FLORIDA



SURVEYOR'S NOTES:

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 was prepared by the Surveyor.
4. Bearings shown hereon are referenced to the legal description recorded in Official Records Book 1490, Page 291 of the Public Records of Monroe County, Florida based on Grid North of the North American Datum of 1927 (NAD 27) of the Florida State Plane Coordinate System with the north right-of-way line of Sunset Marina Road having a bearing of N 63°32'06" E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: A= Arc Distance, Δ= Central Angle, E= Easting, F.D.O.T.= Florida Department of Transportation, ID.= Identification, M.C.R.= Monroe County Records, MHTL= Mean High Tide Line, N= Northing, P.B.= Plat Book; PG.= Page; P.O.B. Point of Beginning; P.O.C. = Point of Commencement, R= Radius; R/W = Right-of-Way; sq. ft.= square feet, TIF= Trustees of the Internal Improvement Trust Fund of the State of Florida.

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 Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: September 04, 2019

Digitally signed by Keith M.
Chee-A-Tow
Date: 2019.09.04 17:20:06 -04'00'

KEITH M. CHEE-A-TOW, P.L.S.
Florida Registration No. 5328
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

REVISIONS		AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com	JOB #: 11227-2
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			DATE: 09/04/2019
			BY: K.C.
			CHECKED: K.M.C-A-T
	F.B. N/A PG. N/A		
	SHEET: 1 OF 5		

SKETCH & DESCRIPTION
Keys Overnight Temporary Shelter (KOTS)
PORTION OF TIF DEED NUMBER 19725
STOCK ISLAND
MONROE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A parcel of land being a portion of land as described in Official Records Book 1490, Page 291 of the Public Records of Monroe County, formerly submerged in the Bay of Florida, being a part of the Trustees of the Internal Improvement Trust Fund of the State of Florida (TIF) Deed Number 19725, said parcel being in Section 27, Township 67 South, Range 25 East in Monroe County, Florida being more particularly described by metes and bounds as follows:

COMMENCE at the Point of Beginning (Point #9) of said parcel of land as described in said Public Records having coordinates of N=89066.35' & E=250957.42', (said coordinates based on Grid North of the North American Datum of 1927 - NAD 27) with all subsequent coordinates being referenced thereto; thence S 63°32'06" E for a distance of 47.66 feet to Point #32 (N=89045.11' & E=251000.08') being the westerly and curved right of way line of Junior College Road (now College Road as laid out and currently in use); said curve being concave to the southeast and having a radius of 984.84 feet; thence northeasterly along the said curved right of way line for an arc distance of 66.04 feet to Point #31 (N=89098.13' & E=251039.42'); thence N 63°32'06" W for a distance of 316.58 feet to Point #30 (N=89239.22' & E=250756.02'); thence S 40°23'19" W for a distance of 157.23 feet to Point #29 (N=89119.46' & E=250654.14'); thence N 56°50'29" W for a distance of 483.59 feet to Point #28 (N=89383.96' & E=250249.30'); thence S 74°46'08" W for a distance of 80.26 feet to Point #27 (N=89362.88' & E=250171.86') and the POINT OF BEGINNING of the described parcel; thence S 43°21'06" E a distance of 44.02 feet; thence S 31°20'02" W a distance of 5.17 feet; thence S 45°01'05" W a distance of 14.62 feet; thence N 44°51'01" W a distance of 166.36 feet; thence S 45°08'59" W a distance of 28.30 feet; thence N 42°07'31" W a distance of 52.20 feet; thence S 49°22'22" W a distance of 69.17 feet; thence N 40°56'30" W a distance of 110.21 feet; thence S 49°19'57" W a distance of 43.48 feet; thence N 40°40'03" W a distance of 75.03 feet; thence N 14°10'00" E a distance of 47.99 feet; thence N 40°09'54" W a distance of 72.63 feet to the Approximate Mean High Tide Line of Florida Bay (MHTL) and the boundary as described in said Public Records; thence along said boundary as described in said Public Records for the next four courses and distances:

N 38°26'33" E a distance of 93.87 feet to Point #24 (N=89695.14' & E=249833.32'); thence S 52°04'36" E a distance of 195.00 feet to Point #25 (N=89575.29' & E=249987.14'); thence S 13°16'39" W a distance of 22.30 feet to Point #26 (N=89553.59' & E=249982.02'); thence S 44°52'02" E a distance of 269.09 feet; to Point #27 (N=89362.88' & E=250171.86') and the POINT OF BEGINNING.

Said lands lying and being in Section 27, Township 67 South, Range 25 East on Stock Island, Monroe County, Florida containing 42,593.06 square feet (0.978 acre) more or less.

REVISIONS



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
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SCALE: N/A

DATE: 09/04/2019

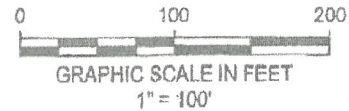
BY: K.C.

CHECKED: K.M.C-A-T

F.B. N/A PG. N/A

SHEET: **2 OF 5**

SKETCH & DESCRIPTION
Keys Overnight Temporary Shelter (KOTS)
 PORTION OF TIF DEED NUMBER 19725
 STOCK ISLAND
 MONROE COUNTY, FLORIDA



FLORIDA BAY

OWNER:
Sunset Marina LLC
 Parcel ID: 00072080-001400

OWNER:
STOCK ISLAND APARTMENTS LLC
 Parcel ID: 00072083-000100

OWNER:
Monroe County
 Parcel ID: 00072080-000101

LINE	BEARING	DISTANCE
L1	S 43°21'06" E	44.02'
L2	S 31°20'02" W	5.17'
L3	S 45°01'05" W	14.62'
L4	S 45°08'59" W	28.30'
L5	N 42°07'31" W	52.20'
L6	S 49°22'22" W	69.17'
L7	S 49°19'57" W	43.48'
L8	N 40°40'03" W	75.03'
L9	N 14°10'00" E	47.99'
L10	N 40°09'54" W	72.63'

REMAINING PORTION OF:
Trustees of the Internal
Improvement Trust Fund of the
State of Florida (TIF) Deed
Number 19725

MATCH LINE (SEE SHEET 5)

MATCH LINE (SEE SHEET 4)

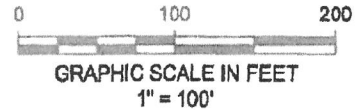
REVISIONS



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SURVEYING & MAPPING
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JOB #: 11227-2
SCALE: 1" = 100'
DATE: 09/04/2019
BY: K.C.
CHECKED: K.M.C-A-T
F.B. N/A **PG.** N/A
SHEET: 3 OF 5

SKETCH & DESCRIPTION
Keys Overnight Temporary Shelter (KOTS)
 PORTION OF TIIF DEED NUMBER 19725
 STOCK ISLAND
 MONROE COUNTY, FLORIDA



MATCH LINE (SEE SHEET 3)

STOCK ISLAND APARTMENTS LLC
 OWNER:
 Parcel ID: 00072083-000100

OWNER:
Monroe County
 Parcel ID: 00072080-000101

REMAINING PORTION OF:
**Trustees of the Internal
 Improvement Trust Fund
 of the State of Florida**
 (TIIF) Deed Number 19725

MATCH LINE
 (SEE SHEET 5)

241.24'
 S 56°13'32" W

179.70'
 S 77°02'03" W

MHTL

POINT #20
 N=85119.46
 E=250854.14

483.59'

S 40°25'18" W

157.23'

POINT #30
 N=88239.22
 E=250756.02

OWNER:
HENKEL, ROBERT
 Parcel ID: 00072080-005014

SUNSET MARINA ROAD
 NORTH R/W LINE
 (BEARING BASIS)

POINT #31
 N=89098.13
 E=251039.42

WEST R/W LINE

R= 984.84'
 Δ= 03°50'31"
 A= 66°04'

P.O.C.
 POINT #9
 N=89066.35
 E=250997.12

COLLEGE ROAD
 (FORMERLY JUNIOR COLLEGE ROAD)

47.65'

S 63°32'06" E

POINT #32
 N=89043.17
 E=251000.08

OWNER:
TIIF

Parcel ID: 00072080-001403

REVISIONS

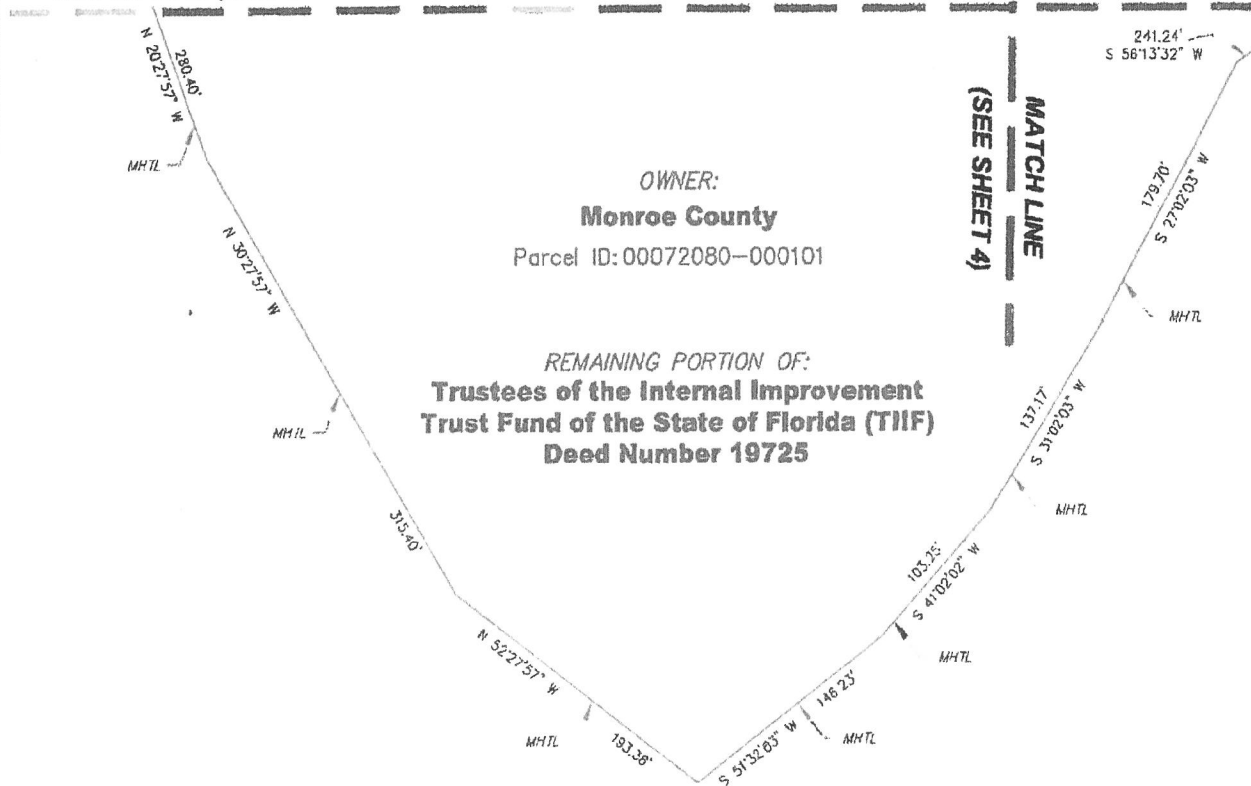


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JOB #:	11227-2
SCALE:	1" = 100'
DATE:	09/04/2019
BY:	K.C.
CHECKED:	K.M.C-A-T
F.B.	N/A PG. N/A
SHEET:	4 OF 5

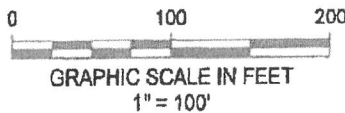
SKETCH & DESCRIPTION
Keys Overnight Temporary Shelter (KOTS)
 PORTION OF TIF DEED NUMBER 19725
 STOCK ISLAND
 MONROE COUNTY, FLORIDA

MATCH LINE (SEE SHEET 3)



OWNER:
Monroe County
 Parcel ID: 00072080-000101

REMAINING PORTION OF:
**Trustees of the Internal Improvement
 Trust Fund of the State of Florida (TIIF)**
Deed Number 19725



FLORIDA BAY

REVISIONS



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102
 BOCA RATON, FLORIDA 33432
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JOB #: **11227-2**

SCALE: **1" = 100'**

DATE: **09/04/2019**

BY: **K.C.**

CHECKED: **K.M.C-A-T**

F.B. **N/A** PG. **N/A**

SHEET: **5 OF 5**

[illegible]

**THE TITLE DESIGNS, SPEECHES AND THE SCHEMATA OF THE NEW HEBREW LAW FROM A
TITLE DESIGN RESEARCHER'S POINT OF VIEW**

CONVENTION NUMBER: 260-522-1177 **CONVENTION DATE:** OCTOBER 20, 2011
AT 9:00 A.M.

ZONING MAP PROVISIONS

[illegible][illegible]

NO FISHING OBSERVED ON SITE

CDS
Cognitive Developmental Studies

THE HEARING, 31 FEBRUARY 2007, WAS CALLED "THE LAST FRONTIER OF A LIFE OF TRUTH AND FAITH," AND IT WAS PRECEDED BY A PRAYER FOR THE PEOPLE OF THE WORLD, AND A PRAYER FOR THE PEOPLE OF THE WORLD.

NO FILLING OUT/AD

NO BUILDINGS OBSERVED

4	CERTIFICATION
<p>I, <u>Paul A. Krumholz, Jr.</u>, am the Compiler of this document. I have read the entire document. This document contains information which is exempt from public release under the Freedom of Information Act, 5 U.S.C. § 552, because it is: <u>(b)(7)C Exemption - Confidentiality or Privacy</u> The exemption is based upon the fact that the information contained herein is confidential and its disclosure would result in the identification of sources and methods of investigation and thus be injurious to the national defense. The information was compiled on <u>10-22-87</u>.</p>	
<p>Justification for this exemption is: "Confidential" Authority: Executive Order 11652 Delegation of Authority and Release Authority: [Signature] Date: <u>10-22-87</u> Version: <u>OF 1000</u> Number of Pages: <u>1</u> Number of Pages Excluded: <u>0</u> Number of Pages Released: <u>1</u></p>	

[illegible]

1	THREE CIGARETTES
2	THREE CIGARETTES
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19	THREE CIGARETTES
20	THREE CIGARETTES

<p>8 BOOKING</p> <p>Land Title Survey</p> <p>CDS</p> <p>COMMERCIAL DISPOSABLE RIGHTS</p> <p>1900 W. Robison Street, 2nd Floor Little Rock, Arkansas, MO 72202-5444</p> <p>TEL: 501-326-1500 FAX: 501-326-1501</p> <p>This Work Completed By:</p>	<p>101 Form Fee: 904-957-1273</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Owner/Pl: CDA</p> <p>Surveyor: [blank]</p> <p>Approved By: BHD</p> <p>11/22/2007</p> <p>4-8 Date:</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Owner:</p> <p>Beneficiary:</p> <p>Priority:</p> <p>Remarks:</p> <p>Notes:</p> <p>Extension:</p> </td> </tr> </table>	<p>Owner/Pl: CDA</p> <p>Surveyor: [blank]</p> <p>Approved By: BHD</p> <p>11/22/2007</p> <p>4-8 Date:</p>	<p>Owner:</p> <p>Beneficiary:</p> <p>Priority:</p> <p>Remarks:</p> <p>Notes:</p> <p>Extension:</p>	<p>Prepared For:</p> <p>Asset For:</p> <p>20 PROJECT ADDRESS</p> <p>250 Turnbull Road Katy, Texas, Texas 77450</p> <p>Project Name:</p> <p>Turnbull Parkway West, FL</p> <p>CDS Project Number:</p> <p>2141-0098</p>
<p>Owner/Pl: CDA</p> <p>Surveyor: [blank]</p> <p>Approved By: BHD</p> <p>11/22/2007</p> <p>4-8 Date:</p>	<p>Owner:</p> <p>Beneficiary:</p> <p>Priority:</p> <p>Remarks:</p> <p>Notes:</p> <p>Extension:</p>			

Site Plan

LIFE SAFETY NOTES

BUILDING EQUIPPED WITH FIRE SPRINKLERS
 200 AMP PANEL WITH 1250 FT TO EXIT MAX ALLOWED
 1540C FIRE DETECTORS TO BE INSTALLED AT ALL
 INTERSECTIONS THROUGH FIRE RATED ASSEMBLIES
 CORRIDOR & DRIVING WALLS TO HAVE ONE
 HOUR FIRE RATED PARTITION WALLS
 REFER TO FLOOR PLAN AND ELEVATIONS FOR ALL
 SMOKE DETECTOR & FIRE ALARM LOCATIONS

LEGEND

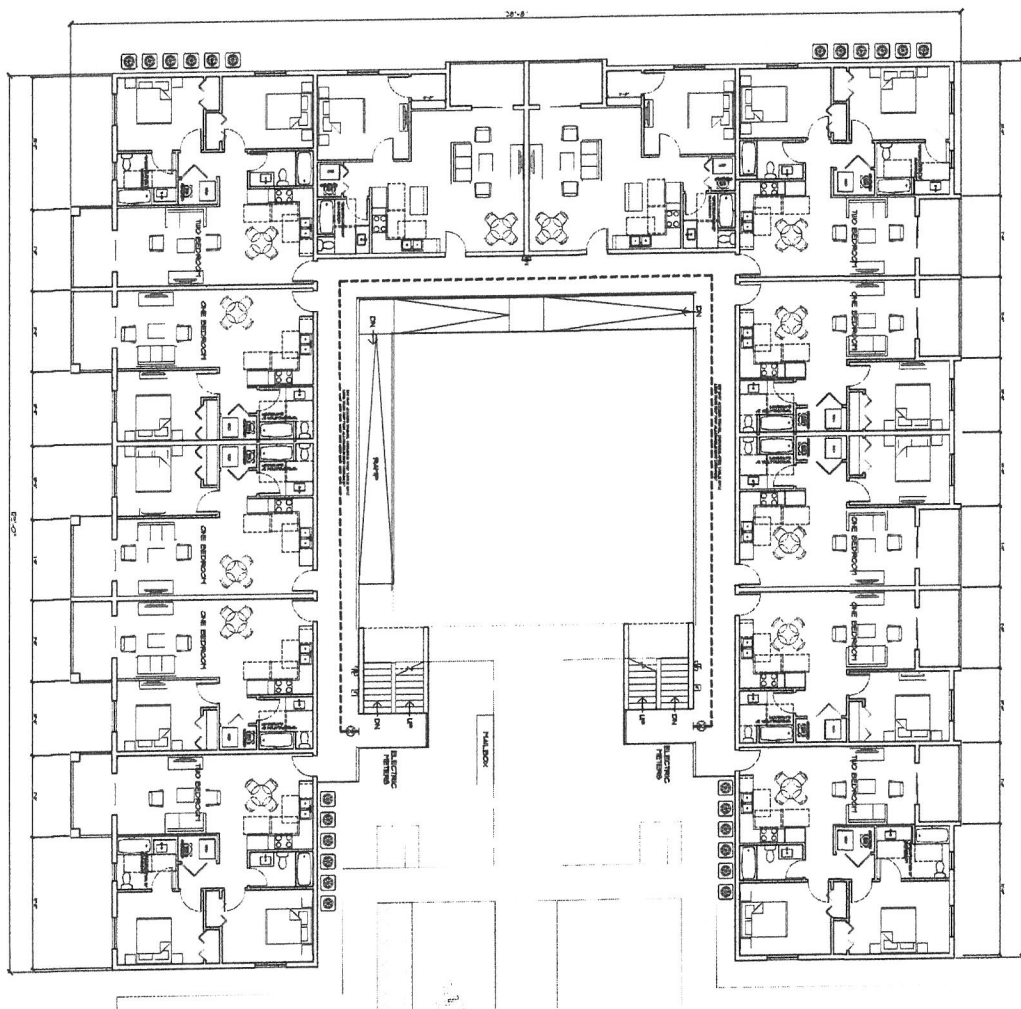
REFER TO SHEET A1.2
 FOR WALL DETAILS

120 HOUR FIRE SEPARATION
 EXIT PASSAGE

BALL TYPE

LIFE SAFETY SYMBOLS

- ① SMOKE DETECTOR
- ② MANUAL PULL STATION
- ③ HORN W/ STROBE
- ④ FIRE EXTINGUISHER
- ⑤ CAMBION DETECTOR
- ⑥ EXIT SIGN



First Floor Plan



Sheet: **A1.1**

DATE: 12/07/2011
 REVISION:

THOMAS E. POPE, P.A.
 POPE-SCARBROUGH-ARCHITECTS
 1395 N. 29th Street Key West, FL

Trumbo Village
 250 Trumbo Road Key West, FL



LIFE SAFETY NOTES

BUILDING EQUIPPED WITH FIRE SPRINKLERS
 200 GPM FLOW, 175 PSI, 250 FT TO EXIT RAY ALLOWED
 HYDRA-TRON SYSTEMS
 FIRE ALARMS TO BE INSTALLED AT ALL
 FIRE EXTINGUISHERS THROUGH FIRE RATED ASSEMBLIES
 CORRIDORS & DRIVING WALLS TO HAVE ONE
 FIRE EXTINGUISHER PER 100 SQ. FT. OF AREA
 NO STAIRS TO HAVE CHARGE DEVICES
 REFER TO FLOOR PLANS AND ELEVATIONS FOR ALL
 SMOKE DETECTOR & FIRE ALARM LOCATIONS

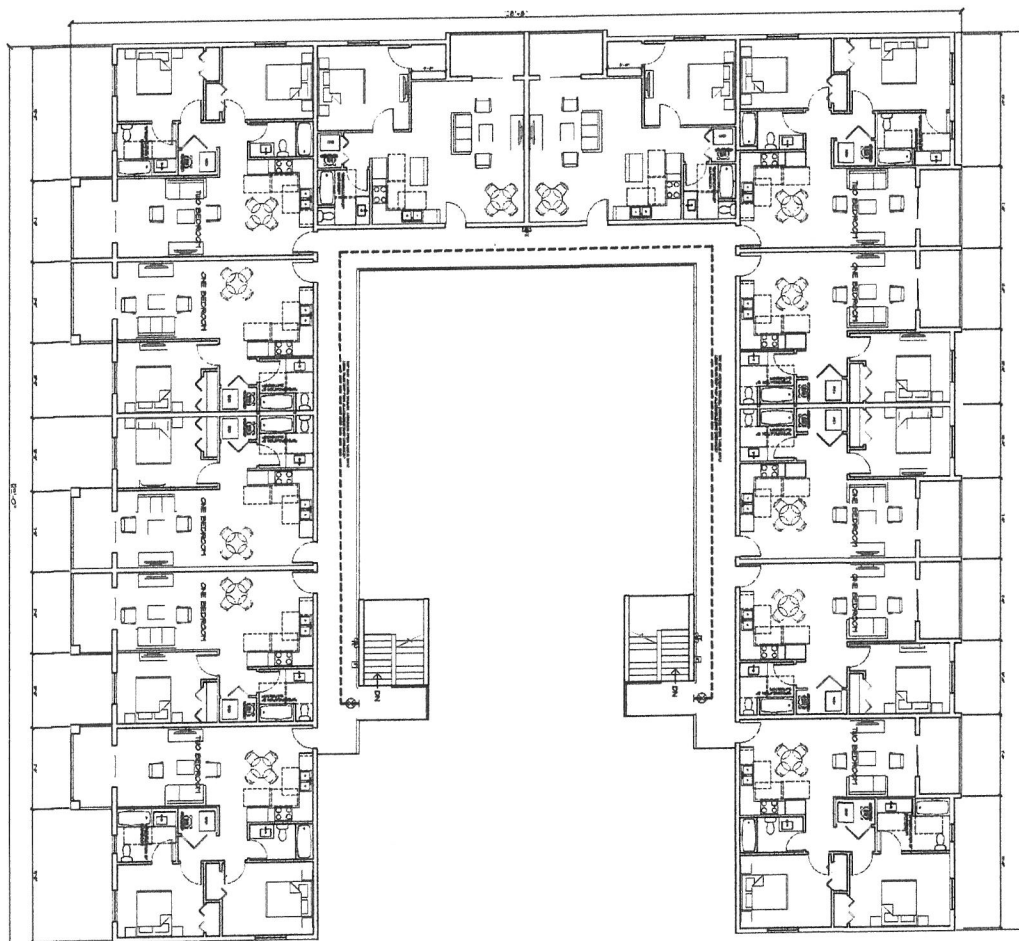
LEGEND

REFER TO SHEET A1.0
 FOR WALL DETAILS

NO HOSE FIRE SEPARATION
 EXIT PASSAGE
 WALL TYPE

LIFE SAFETY SYMBOLS

- ① SMOKE DETECTOR
- ② MANUAL PULL STATION
- ③ HORN W/ SMOKE
- ④ FIRE EXTINGUISHER
- ⑤ CARBON DETECTOR
- ⑥ EXIT SIGN



Second Floor Plan

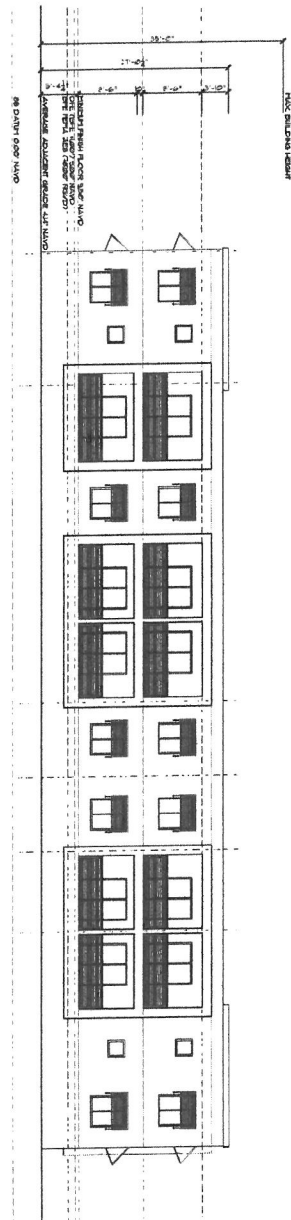


Sheet: A1.2

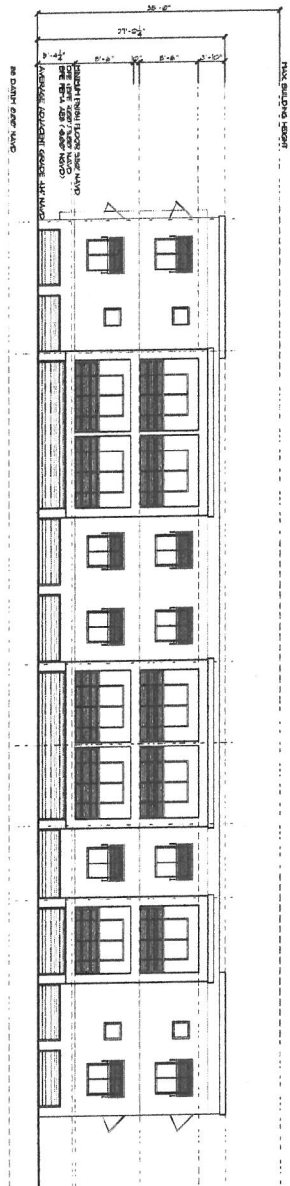
DATE: 12/07/2011
 REVISION:

THOMAS E. POPE, P.A.
 POPE-SCARBROUGH-ARCHITECTS
 (305) 256-3611 610 White St. Key West, FL

Trumbo Village
 250 Trumbo Road Key West, FL

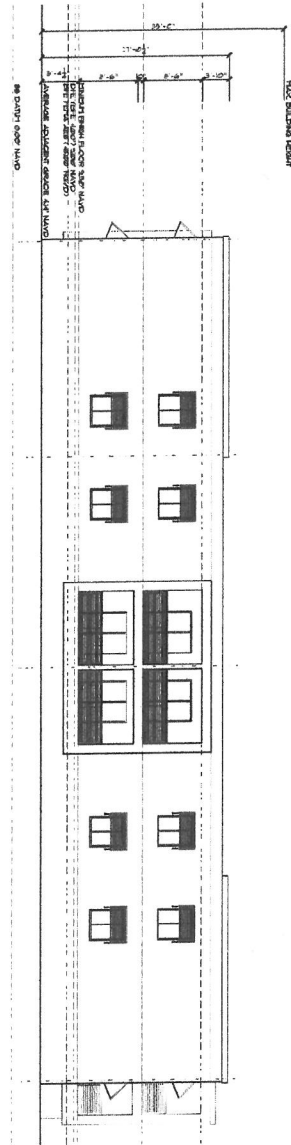


Rear Elevation

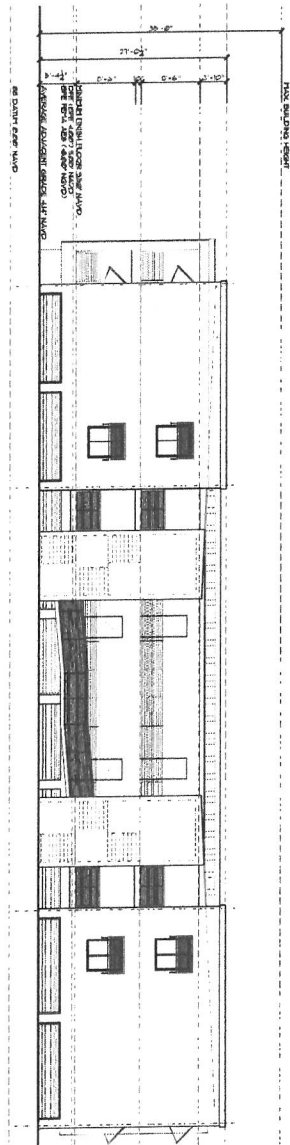


Trumbo Road Elevation





Side Elevation



Parking Side Elevation



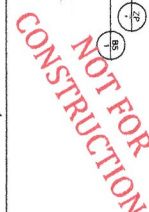
Sheet
A2.2

DATE
01/01/2021
REVISION

THOMAS E. POPE, P.A.
POPE-SCARBROUGH-ARCHITECTS
3051 206 3811 613 White St. Key West, FL

Trumbo Village
350 Trumbo Road Key West, FL





COMMUNITY SOLUTIONS

616 E. SOUTH STREET
SUITE 700

PROJECT _____

DATE RECEIVED BY: **BLAIR**

10

1991

111

+

2004-2005 377



ENDSCAPE FROM

1
4
1
1

TRAFFIC SIGN	TRAFFIC SIGN SYMBOL	TRAFFIC SIGN SYMBOL	BOTANICAL / COMMON NAME	CONT	GAL	SIZE	
		23	<i>Banana sinensis</i> / Omba Limbo	65 GAL.	14-15' HT.	4' CAL.	
		15	<i>Crocodulia diversifolia</i> / Pigeon Plum	45 GAL.	SHOUL. STD. 12' HT.		
		3	<i>Phytolacca elegans</i> / Alexander Palm	25 GAL.	Triple	6-10' HT	
SHRUBS	QTY		BOTANICAL / COMMON NAME	CONTAINER	SIZE		
		126	<i>Psychotria cinerea</i> / Vibb Coffee	3 GAL.	18-24" OA		
		126	<i>Zamia pumila</i> / Coador	7 gal	1 FT. FULL		
SHRUB AREAS	QTY		BOTANICAL / COMMON NAME	CONT	SIZE		
		551	<i>Chrysobalanus icaya</i> / Coco Plum	3 GAL.	18" HT.	24" dia.	
		361	<i>Speyeria holzeri</i> / Sand Cord Grass	1 GAL.	24-30" OA, FULL	30" dia.	
GROUND COVER	QTY		BOTANICAL / COMMON NAME	CURT	SIZE		
		11,783 of	<i>Stemmatopus secundatus</i> / St. Augustine Grass	bag			

1. The final landscape plan may be revised to accommodate existing plant materials once surveyed. Surveyed landscape materials may be used to meet the plant unit count as required by code. A final plan will be submitted to Tree Commission for approval.
2. The site will be irrigated with a fully automatic underground irrigation system with a separate meter to monitor irrigation water usage. An irrigation plan will be submitted for permitting prior to construction. Both spray and drip may be utilized

NOT FOR
CONSTRUCTION

Traffic Statement

Trumbo Village

250 Trumbo Road
Key West, Florida

TRAFFIC STATEMENT

prepared for:
Trepanier & Associates, Inc.

KBP CONSULTING, INC.

December 2021

Trumbo Village

250 Trumbo Road

Key West, Florida

Traffic Statement

December 2021

Prepared for:
Trepanier & Associates, Inc.

Prepared by:
KBP Consulting, Inc.
8400 N. University Drive, Suite 309
Tamarac, Florida 33321
Phone: (954) 560-7103



This item has been electronically signed and sealed by Karl B. Peterson, P.E. on the time and date stamp shown using the digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed by
Karl B Peterson
DN: c=US,
o=Unaffiliated,
ou=A01410C000001
6B56C6D8E200003C
D0, cn=Karl B
Peterson
Date: 2021.12.14
15:06:55 -05'00'

Karl B. Peterson, P.E.
Florida Registration Number 49897
KBP Consulting, Inc.
8400 N. University Drive, Suite 309
Tamarac, Florida 33321
Registry 29939

TABLE OF CONTENTS

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Proposed Land Uses and Access.....	3
Roadway System.....	3
Transit Service	3
TRIP GENERATION	4
TRIP DISTRIBUTION AND DRIVEWAY ASSIGNMENT	5
SUMMARY & CONCLUSIONS	7

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INTRODUCTION

There is a parcel of land located on the east side of Trumbo Road approximately 325 feet north of the Grinnel Street and Caroline Street intersection in Key West, Monroe County, Florida. More specifically, the subject site is located at 250 Trumbo Road and the Monroe County Parcel ID Number is 00001720-000200. This site is proposed to be developed with a two-story multifamily housing building. The location of this project site is illustrated in Figure 1 on the following page.

KBP Consulting, Inc. has been retained by Trepanier & Associates, Inc. to prepare a traffic statement in connection with this proposed residential development. This study addresses the vehicular traffic volumes expected to be generated by the proposed land use and the projected turning movement volumes at the project driveway on Trumbo Road.

This traffic study is divided into four (4) sections, as listed below:

1. Inventory
2. Trip Generation
3. Trip Distribution and Driveway Assignment
4. Summary & Conclusions



KBP
CONSULTING, INC.

Project Location Map

FIGURE 1
Trumbo Village
Key West, Florida

INVENTORY

Existing Land Use and Access

The total land area of the site is approximately 1.14 acres (+/- 49,500 square feet) and is generally vacant. There is a small area of the site (+/- 1,500 square feet) that is currently occupied by a pump station and associated electrical / mechanical equipment. There are two (2) gated entrances to the site; however, no formal vehicular access points are provided.

Proposed Land Uses and Access

The subject site will be developed with a two-story multifamily housing building with 24 affordable residential dwelling units to be occupied by Monroe County Sheriff's Office employees and their families. There is also a potential one-story building to be located in the southwest corner of the site. The use of this building will be limited to nonresidential Monroe County Sheriff storage use. It is noted that the existing pump station will remain as is. Vehicular access to the site will be provided via one (1) full access driveway on Trumbo Road. An emergency access point will be provided along the southern boundary of the site. Appendix A contains the preliminary site plan for the proposed development.

Roadway System

In the immediate vicinity of the site, Trumbo Road is a two-lane, two-way local roadway generally oriented in the north-south direction. This roadway extends from the Grinnell Street and Caroline Street intersection to the Naval Air Station facility to the north. Grinnell Street and Caroline Street are both two-lane local roadways near the site that provide direct access to the City's extensive grid network of roadways.

Transit Service

Key West Transit provides transit service in the immediate study area via the Duval Loop and the Lower Keys Shuttle. In the project study area these routes travel along Grinnell Street and Caroline Street and have a designated stop (#4719) on Caroline Street across from the Old Town Garage. This bus stop is approximately 600 feet southwest of the Trumbo Village site.

TRIP GENERATION

A trip generation analysis has been conducted for the proposed development. The analysis was performed utilizing the trip generation rates and equations published in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual (11th Edition)*. The trip generation analysis was undertaken for daily, AM peak hour and PM peak hour conditions. According to the referenced ITE manual, the most appropriate land use category and corresponding trip generation rates for the proposed development are as follows:

ITE Land Use #220 – Multifamily Housing (Low-Rise)

- Weekday: $T = 6.74 (X)$
where T = number of trips and X = number of dwelling units
- AM Peak Hour: $T = 0.40 (X)$ (24% in / 76% out)
- PM Peak Hour: $T = 0.51 (X)$ (63% in / 37% out)

Utilizing the trip generation rates from the referenced ITE manual, a trip generation analysis was undertaken for the proposed development on the subject site. The results of this effort are documented in Table 1 below. Relevant excerpts from the ITE manual are presented in Appendix B.

Table 1 Trumbo Village Trip Generation Analysis Key West, Florida								
Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
<i>Proposed</i> Multifamily Housing (Low-Rise)	24 DU	162	2	8	10	8	4	12

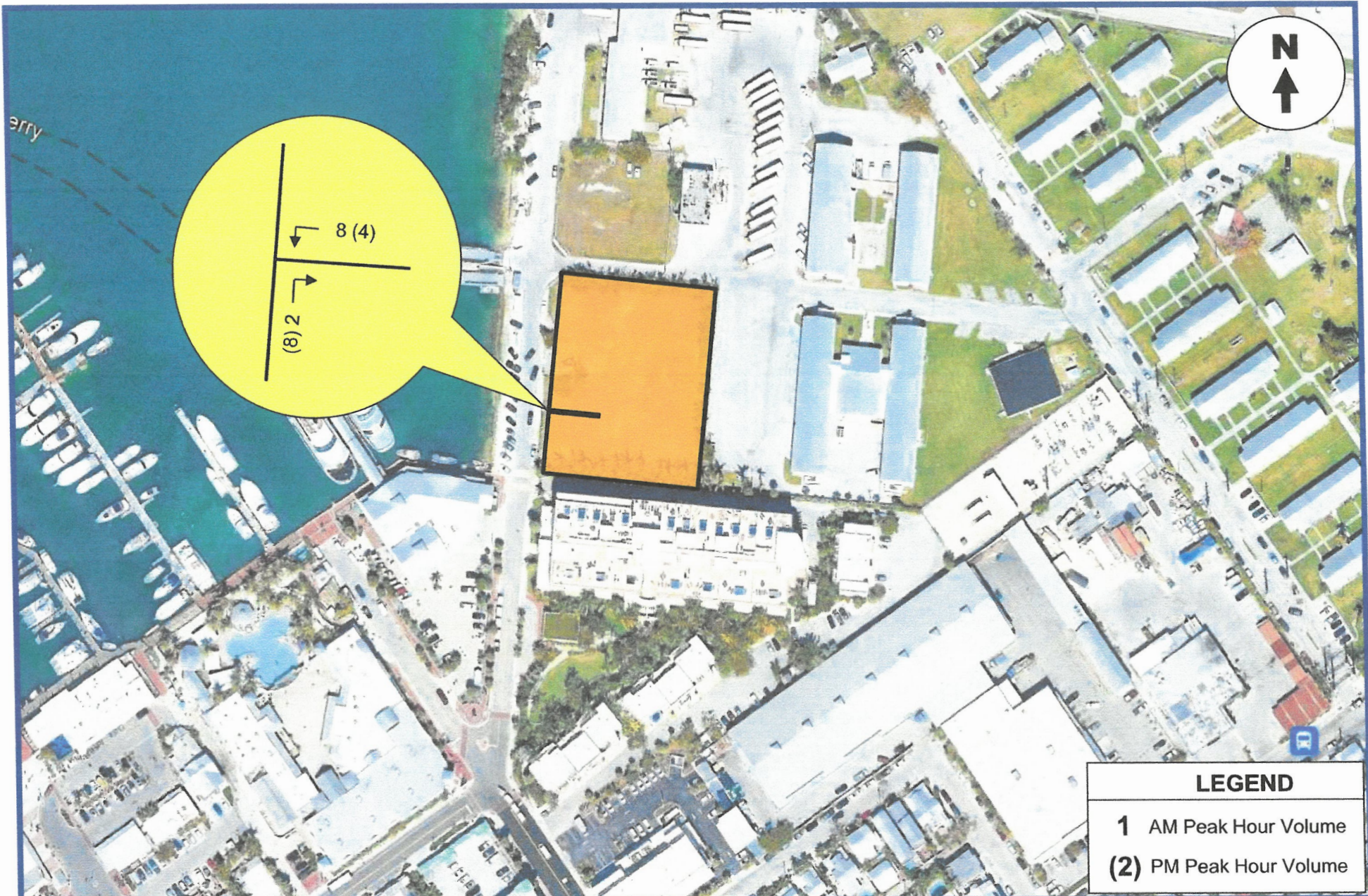
Compiled by: KBP Consulting, Inc. (December 2021).

Source: ITE Trip Generation Manual (11th Edition).

As indicated in Table 1 above, the proposed project is anticipated to generate 162 daily vehicle trips, 10 AM peak hour vehicle trips (2 inbound and 8 outbound), and 12 vehicle trips (8 inbound and 4 outbound) during the typical afternoon peak hour. *It is noted that the existing pump station on the site does not generate any vehicular traffic on a regular basis. Only occasional service and maintenance trips are generated by this use.*

TRIP DISTRIBUTION AND DRIVEWAY ASSIGNMENT

All entering and exiting vehicular traffic will utilize the proposed driveway on Trumbo Road. Additionally, it is noted that Trumbo Road is essentially a dead-end roadway to the north of the site where the Naval Air Station and the City's Administrative and Transportation Offices are located. As such, all entering traffic will be northbound right-turns and all exiting traffic will be westbound left-turns. Figure 2 on the following page presents the AM and PM peak hour driveway volumes.



KBP
CONSULTING, INC.

Peak Hour Project Driveway Volumes

FIGURE 2
Trumbo Village
Key West, Florida

SUMMARY & CONCLUSIONS

There is a parcel of land located on the east side of Trumbo Road approximately 325 feet north of the Grinnel Street and Caroline Street intersection in Key West, Monroe County, Florida. The subject site will be developed with a two-story multifamily housing building with 24 affordable residential dwelling units to be occupied by Monroe County Sherriff's Office employees and their families. Vehicular access to the site will be provided via one (1) full access driveway on Trumbo Road.

The trip generation analysis indicates that the proposed project is anticipated to generate 162 daily vehicle trips, 10 AM peak hour vehicle trips (2 inbound and 8 outbound), and 12 vehicle trips (8 inbound and 4 outbound) during the typical afternoon peak hour. Based upon the proposed development program and the corresponding trip generation characteristics, the traffic impacts will be minimal, and no further analyses are warranted at this time.

Verification Form



**City of Key West
Planning Department
Verification Form**

(Where Authorized Representative is an individual)

I, Thomas E. Pope, PA, 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:

250 Trumbo Road, Key West, FL 33040 (RE# 00001720-000200)

Street address of subject property

I, the undersigned, declare under penalty of perjury under the laws of the State of Florida that the information on all plans, drawings and sketches attached hereto and all the statements and answers contained herein are in all respects true and correct.

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.

Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this 17th day of December, 2021 by
date

Thomas E. Pope

Name of Authorized Representative

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

Notary's Signature and Seal

Marjorie Holly Booton

Name of Acknowledger typed, printed or stamped



MARJORIE HOLLY BOOTON
Commission # GG 151778
Expires December 26, 2021
Bonded thru Budget Notary Services

66151778

Commission Number, if any



**City of Key West
Planning Department
Verification Form**
(Where Applicant is an entity)

I, Thomas Francis-Siburg, in my capacity as Planner / Development Specialist
(print name) (print position; president, managing member)
of Owen Trepanier & Associates, Inc.
(print name of entity)

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:

250 Trumbo Road, Key West, FL 33040 (RE # 00001720-000200)

Street address of subject property

I, the undersigned, declare under penalty of perjury under the laws of the State of Florida that I am the Authorized Representative of the property involved in this application; that the information on all plans, drawings and sketches attached hereto and all the statements and answers contained herein are in all respects true and correct.

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.

Thomas Francis-Siburg
Signature of Applicant

Subscribed and sworn to (or affirmed) before me on this 10/27/21 by
date

Thomas Francis-Siburg
Name of Applicant

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

Nikita L. Stange
Notary's Signature and Seal

Nikita L. Stange
Name of Acknowledger typed, printed or stamped

HH 149093

Commission Number, if any



Nikita L. Stange
Notary Public
State of Florida
Comm# HH149093
Expires 7/5/2025