



City of Marathon Planning Commission
Monday April 15, 2019
9805 Overseas Hwy
City Hall Council Chambers
5:30 PM

1. **Call To Order**
 2. **Pledge Of Allegiance**
 3. **Roll Call**
 4. **Minutes**
 5. **Quasi-Judicial Statement**
 6. **Items For Public Hearing**
 7. **Adjournment**
-

5. Quasi-Judicial Statement

Please be advised that some of the items on the agenda are quasi-judicial in nature. If you wish to give testimony on any item please inform the Boards clerk by filling out an available sign up form. An opportunity to speak will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, all persons giving testimony may be subject to cross examination. If you refuse either to be cross examined or to be sworn your testimony will not be considered. The general public will not be allowed to cross examine witnesses, but they can ask the Commission to ask questions on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization.

6. Items For Public Hearing

Item 1: Consideration Of A Request For A Conditional Use Permit And Development Agreement For 1477 Overseas Highway LLC And Seasons Inc., Pursuant to Chapter 102, Articles 8 & 13 Of The City of Marathon Land Development Regulations (Code) Entitled “Conditional Use Permits” And “Development Agreements,” For The Redevelopment Of The Properties As An Affordable Mobile Home Park, Located at 1477 Overseas Highway And 263 15th Street, Which Are Legally Described As The North 150 Feet of Lot 1 and 2, Part of Lots 1 and 2, Block 2 , Parrish Subdivision, Marathon, Florida, Having Real Estate Numbers 00326770-000000 and 00326760-000000. Nearest Mile Marker 48.

Item 2: Consideration Of A Request By Grassy Key Resort Group, LLC For A Conditional Use Permit and Development Agreement Pursuant to Chapter 102, Articles 8 and 13 Of The City of Marathon Land Development Regulations (LDRs) Entitled “Development Agreement” And “Conditional Use Permits” Respectively, Seeking For The Redevelopment Of Hotel Resort And Commercial Uses On Property Located at 58182 Overseas Highway, Which Is Legally Described As Township 65, Section 24, Range 33; Block 36 Lots 1-2-3-4 And Part of Lots 5-6 (Parcel A) And Westerly 15FT Unnamed

Street Adjacent Lot 1 Res B-C-C 8/11/61 And Adjacent Portion Of Flagler Street And Grassy Key Bay Bottom Adjacent Lots 1-2-3 in the Crain's Subdivision, Grassy Key, Marathon, Florida; Having Real Estate Numbers 00370940-000000. Nearest Mile Marker 58.5.

Item 3: An Ordinance Of The City Of Marathon, Florida Amending The Future Land Use Map From Residential Low (RL) To Residential Medium (RM) For The Property Described As Lots 5 Through 9, Block 58, Crain's Subdivision, Marathon, Monroe County, Florida, Having Real Estate Numbers 00374600-000000, 00374610-000000, 00374620-000000, 00374630-000000, 00374640-000000; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The State Department Of Economic Opportunity; And Providing For An Effective Date Upon The Approval Of This Ordinance By The State Department Of Economic Opportunity.

Item 4: An Ordinance Of The City Of Marathon, Florida Amending The Official Zoning Map From Residential Low (RL) To Residential Medium (RM) For The Property Described As Lots 5 Through 9, Block 58, Crain's Subdivision, Marathon, Monroe County, Florida, Having Real Estate Numbers 00374600-000000, 00374610-000000, 00374620-000000, 00374630-000000, 00374640-000000; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The State Department Of Economic Opportunity; And Providing For An Effective Date Upon The Approval Of This Ordinance By The State Department Of Economic Opportunity.

Item 5: An Administrative Appeal Filed By Chad Tracy Regarding The Decision Of The City Of Marathon Denying Permit P2018-0787 Based On A Decision By The City That The Residence In Question Was Substantially Damaged Pursuant To Chapter 107, Article 12, "Floodplain Management;" For Property Located At 868 73rd Street Ocean, Lot 11, Fields Subdivision, Key Vaca, And Having Real Estate Number 00342330-000000, Nearest Mile Marker 51.



**City of Marathon
Planning Commission
Monday February 25, 2019
9805 Overseas Hwy
City Hall Council Chambers**

MINUTES

Vice Chairman Lynn Landry called the meeting of the Planning Commission to order on Monday, February 25, 2019 at City Hall Council Chambers, 9805 Overseas Hwy. at 5:30 pm.

In attendance: Planning Director George Garrett, Attorney David Migut, Senior Planner Brian Shea, Admin Assistant Lorie Mullins and members of the public.

The Pledge of Allegiance was recited.

The roll was called. Mike Cinque-present; Lynn Landry-present; Pam Dobson-present; Mike Leonard-present; Jeff Smith-absent. There was a quorum and the meeting started.

Vice Chairman Lynn Landry asked for a motion to approve the minutes of the last meeting. Mike Leonard made a motion to approve. Mike Cinque seconded. The minutes were approved 4-0.

The Quasi-Judicial statement was read into the record.

Item 1: POSTPONED BY APPLICANT. An Administrative Appeal Filed By Chad Tracy Regarding The Decision Of The City Of Marathon Denying Permit P2018-0787 Based On A Decision By The City That The Residence In Question Was Substantially Damaged Pursuant To Chapter 107, Article 12, "Floodplain Management;" For Property Located At 868 73rd Street Ocean, Lot 11, Fields Subdivision, Key Vaca, And Having Real Estate Number 00342330-000000, Nearest Mile Marker 51.

Item 2 was read into the record: Consideration Of A Request For A Conditional Use Permit For Anchorage Homes, LLC Pursuant To Chapter 102, Article 13 Of The City Of Marathon Land Development Regulations (Code) Entitled "Conditional Use Permits" For The Development Of A Property Into Twelve (12) Affordable Housing Units; Located At The End Of 64th Street; Which Is Legally Described As Part Of Tract 8 & Bay Bottom South Of & Adjacent To Tract 8 & Part Of Don - Allen Rd, Section 11, Township 66 South, Range 32, Key Vaca, Monroe County, Florida; Having Real Estate Number 00338720-000000, Nearest Mile Marker 50.5.; And Providing For An Effective Date.

Brian Shea presented the item with the use of visual aids.

A Conditional Use Permit for twelve units was approved by City Council in 2015. A CUP is valid for one year, so the applicant had to reapply for approval. The site plan is new but everything is the same as in 2015, including the traffic study.

Mike Cinque asked if the Conservation Easement is going to be deeded to the City in perpetuity and asked if it could be changed in the future when the Code changes. George Garrett stated that DEP and ACOE require a

conservation easement to be recorded. An additional condition of approval is the wall being built so that nothing can encroach on that area.

George Garrett stated that Habitat for Humanity is the applicant and the units will be for ownership.

Vice Chairman Lynn Landry opened the meeting to public speakers.

Patricia Witt spoke against the item.

George Garrett responded to the speakers concerns regarding wetlands, zoning and stormwater control.

Lynn Landry asked if anyone has had ex-parte communications. All responded no.

The next public speaker was called, Alan Swierousz. His main concerns were traffic and noise.

Pam Dobson made a motion to approve the item with the additional comment that the material used for the barrier be one that does not cause additional stormwater problems.

Mike Leonard seconded. The roll was called. The motion was approved 4-0.

Items 3 and 4 were read into the record: Consideration Of An Ordinance To Amend The City Of Marathon Comprehensive Plan Modifying Chapter One, "Future Land Use," Table 1-1, "Future Land Use Densities And Intensities," To Provide For Affordable Housing Repurposing Units; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The State Department Of Economic Opportunity; And Providing For An Effective Date Upon The Approval Of This Ordinance By The State Department Of Economic Opportunity.

AND: Consideration Of An Ordinance To Amend The City Of Marathon Land Development Regulations, Chapter 103, Article 3, "Use And Intensity Tables, Table 103.15.1, " Uses By Zoning District," To Provide For Affordable Housing Repurposing Units; And Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The State Department Of Economic Opportunity; And Providing For An Effective Date Upon The Approval Of This Ordinance By The State Department Of Economic Opportunity.

George Garrett presented the items with the use of visual aids.

Mike Leonard started the discussion noting that 325 sq. ft. for a single family unit is extremely small. George Garrett responded that they would be rental units, mostly for singles not families.

Mike Cinque commented that affordable housing is necessary, but when is there enough, who will maintain the units, and this proposed ordinance will increase density.

Attorney Tom Wright spoke on behalf of the applicant, stating that the approval of this ordinance would provide truly affordable housing in less time than building new housing and it will have less impact on infrastructure. His client wants to compete for the 300 units and the only way to do that is to amend the Comp Plan and LDRs.

Kevin Day from Republic LLC spoke on behalf of the applicant. He stated that approximately half of the units would be at the 80% income level, a quarter of the units at the 100% income level and the other quarter at the 120% income level. Rents will range from \$933-\$1530.

George Garrett stated that the item being voted on tonight is the Ordinance itself, not the conversion of the hotel units to affordable units.

Motion: Mike Cinque made a motion to recommend denial. No second.

George Garrett stated the issue is density. With this Ordinance, if a hotel has more than 15 units per acre and wanted to convert them to affordable they could do so without being in violation of the maximum densities for affordable housing.

Mike Leonard made a motion to approve Item 3. Pam Dobson seconded. The item was approved 3-0.

Mike Leonard made a motion to approve Item 4. Pam Dobson seconded. The item was approved 3-0.

Items 5 and 6 were read into the record: Consideration Of An Ordinance To Amend The City Of Marathon Comprehensive Plan Modifying Chapter One, "Future Land Use," Table 1-1, "Future Land Use Densities And Intensities," To Provide Assurances That Residences Within RL-C Zoning May Be Rebuilt; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The State Department Of Economic Opportunity; And Providing For An Effective Date Upon The Approval Of This Ordinance By The State Department Of Economic Opportunity.

AND: Consideration Of An Ordinance To Amend The City Of Marathon Land Development Regulations, Chapter 103, Article 3, "Use And Intensity Tables, Table 103.15.1, " Uses By Zoning District," To Provide Assurances That Residences Within RL-C Zoning May Be Rebuilt; And Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The State Department Of Economic Opportunity; And Providing For An Effective Date Upon The Approval Of This Ordinance By The State Department Of Economic Opportunity.

George Garrett presented the items. This ordinance will guarantee the right to rebuild in any residential subdivision in any residential zoning district provided the unit is built to current codes. In the event a disaster destroys any home, duplex, etc. the property owner will be allowed to rebuild in the same density. An intentionally destroyed home must adhere to current densities.

Mike Leonard made a motion to approve Item 5. Lynn Landry seconded. The item was approved 4-0.

Mike Leonard made a motion to approve Item 6. Pam Dobson seconded. The item was approved 4-0.

Motion to adjourn.

Vice Chairman Lynn Landry adjourned the meeting at 7:08 p.m.

ATTEST:

Lynn Landry – Planning Commission Vice-Chairman

ATTEST:

Lorie Mullins-Administrative Assistant
City of Marathon Planning Department

DRAFT

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Planning Commission with respect to any matter considered at such hearing or meeting, one will need a record of the proceedings and for such purpose that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

ADA Assistance: Anyone needing special assistance at the Planning Commission Meeting due to disability should contact the City of Marathon at (305-) 743-0033 at least two days prior thereto.

(Please note that one or more Marathon City Council members may participate in the meeting.)

PLANNING COMMISSION AGENDA STATEMENT



Meeting Date: April 15, 2019
To: Planning Commission
From: George Garrett, Planning Director

Agenda Item: Consideration Of A Request For A Conditional Use Permit And Development Agreement For 1477 Overseas Highway LLC And Seasons Inc., Pursuant to Chapter 102, Articles 8 & 13 Of The City of Marathon Land Development Regulations (Code) Entitled “Conditional Use Permits” And “Development Agreements,” For The Redevelopment Of The Properties As An Affordable Housing Project, Located at 1477 Overseas Highway And 263 15th Street, Which Are Legally Described As The North 150 Feet of Lot 1 and 2, Part of Lots 1 and 2, Block 2 , Parrish Subdivision, Marathon, Florida, Having Real Estate Numbers 00326770-000000 and 00326760-000000. Nearest Mile Marker 48.

APPLICANT/ OWNER: 1477 Overseas Highway LLC and Seasons Inc.

AGENT: Mike Aranda Jr. & Mike Aranda Sr.

LOCATION: The project site is located at 1477 Overseas Highway and 263 15th Street

Figure 1
Project Site



REQUEST: A request for a Conditional Use Permit and Development Agreement to:

- Utilize densities allowed pursuant to the partial Residential – Mobile Home (R-MH) zoning associated with a portion of the site
- Develop of ten (10) workforce / affordable housing units
- Deed restrict the workforce / affordable units for a minimum of 50 years pursuant to the City’s LDRs and require that the units remain at the project site for ten (10) years, but
 - At ten (10) years the units will be dedicated to the present site and deed restricted in perpetuity, or
 - Moved or rebuilt on an alternate site to be deed restricted in perpetuity at that location.

RECOMMENDATION:

The Planning and other City Staff met in consideration of this item on April 10, 2019 and forwards a recommendation of conditional approval for the proposed Conditional Use Permit and Development Agreement submitted by 1477 Overseas Highway LLC and Seasons Inc. The proposed Conditions follow:

Conditions of Approval

1. The properties must file a unity of title prior to the issuance of a building permit; and
2. Utilize densities allowed pursuant to the Residential – Mobile Home (R-MH) zoning associated with a portion of the site
 - a. Develop of ten (10) workforce / affordable housing units
 - b. Deed restrict the workforce / affordable units for a minimum of 50 years pursuant to the City’s LDRs and require that the units remain at the project site for ten (10) years, but
 - i. At ten (10) years the units will be dedicated to the present site and deed restricted in perpetuity, or
 - ii. Moved or rebuilt on an alternate site to be deed restricted in perpetuity at that location.
3. The Applicant must obtain and transfer the affordable housing units in excess of what the City has recognized as legally established on the property, to be transferred via the Transfer of Building Rights (TBR’s), BPAS process, or any other legally established process prior to building permit issuance. **THE APPROVAL OF THE REQUESTED CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT AMENDMENTS DO NOT CONVEY OR GRANT A VESTED RIGHT OR ENTITLEMENT TO FUTURE ALLOCATIONS BY THE CITY OF ANY MARKET RATE RESIDENTIAL UNITS NOT CURRENTLY IN POSSESSION BY THE APPLICANT AS REFERENCED IN THE PROPOSED CONDITIONAL USE PERMIT.**
4. Clear sight triangles must be shown on the site plan at time of building permit issuance.
5. The applicant will provide fire protection plans in accordance with fire protection requirements as outlined by the City Fire Marshal;
6. The applicant will meet all floodplain related requirements as part of the Building Permit process;
7. The applicant will obtain City approval of the stormwater management system prior to Building Permit issuance;
8. The applicant will obtain City approval for wastewater management through the City’s Wastewater Utility;
9. The applicant will obtain sign permits for any signs erected on the property, as required under the Code; and
10. A Final Site Plan must be submitted showing the approved buildings and all civil engineering

- elements, including final grading, potable water, wastewater, and stormwater management.
11. Applicant will provide a minimum number of parking spaces required under the City’s LDRs and limit parking to the area associated with each individual unit..
 12. A Final Landscape Plan must be submitted showing the proper treatments and buffers, including the appropriate treatment types and trees.
 13. The applicant will obtain approval of final buffering, landscaping, and lighting plans and install all elements of such in coordination with the City staff as needed prior to Certificate of Occupancy;
 14. The Applicant will be allowed to install a six (6) foot wall with exterior facing landscape vegetation on the U.S. 1 property boundary in lieu of a full landscape buffer.
 15. The affordable units must be deed restricted prior to issuance of certificate of occupancy.
 16. The individual units proposed shall meet all conditions of the Florida Building and Fire Codes, the conditions of the Conditional Use Permit and Development Agreement and Code Concerning the construction and rental of affordable housing units, Chapter 104, Article 1, Section 104.03 of the LDRs.
 17. The Conditional Use Development Order will constitute the Certificate of Concurrence for the project. The determination shall run contemporaneous with the term and timing requirements of the Development Agreement.

FUTURE LAND USE AND ZONING MAP DESIGNATION:

Mixed Use Commercial and Residential High (RH) & Mixed Use Commercial (MU) and Residential Mobile Home (RMH). See Figure 2A & 2B.

**Figure 2A & 2B
Future Land Use & Zoning Map**



TOTAL PROPERTY SIZE:

Total acreage: Approx. 0.46 Acres or 19,948 square feet.

SURROUNDING ZONING AND USES:

	<u>Zoning</u>	<u>Use</u>
North	MU	Commercial (Restaurant, Commercial Fishing, Vacation Rentals, Redevelopment)
East	R-MH	Mobile Homes

South	R-MH	Residences & Mobile Homes
West	R-MH	Commercial (Dion's) / Mobile Homes

EXISTING CONDITIONS:

The project site consists of two parcels. The parcels are currently. New development of affordable residences is underway to the south and KAIR will soon redevelop their Lighthouse Mission site to a location further south.

PROPOSED REDEVELOPMENT:

Residential: 10 Affordable Housing Units

BACKGROUND:

The proposed project seeks the redevelopment of a commercial and residential property both of which are currently vacant.

The applicant, through the Development Agreement process, wishes to:

- Utilize densities allowed pursuant to the partial Residential – Mobile Home (R-MH) zoning associated with a portion of the site
- Develop of ten (10) workforce / affordable housing units
- Deed restrict he workforce / affordable units for a minimum of 50 years pursuant to the City’s LDRs and require that the units remain at the project site for ten (10) years, but
 - At ten (10) years the units will be dedicated to the present site and deed restricted in perpetuity, or
 - Moved or rebuilt on an alternate site to be deed restricted in perpetuity at that location.

This report addresses the application for a Conditional Use Permit and Development Agreement. **All conditions of the Conditional Use and Development Agreement approval will have to be met before any building permit will be approved.**

EVALUATION FOR COMPLIANCE WITH THE LAND DEVELOPMENT REGULATIONS:

The criteria for evaluating a Development Agreement approval are outlined in Chapter 102, Article 8, Development Agreement & Chapter 102, Article 13, Conditional Use Permits, in the City of Marathon Land Development Regulations.

CRITERIA

A. The proposed use is consistent with the Comprehensive Plan and LDRs;

The proposed redevelopment project is located within the Residential Mobile Home (RMH) Zoning District. Per Chapter 103, Article 2, Section 103.09 of the Land Development Regulations, the district is designed to “establish areas of high-density residential uses characterized by mobile homes in mobile home parks, permanent RVs, and transient RVs where they have previously existed in the District, designated within the Residential High (RH) future land use category on the Future Land Use Map (FLUM).”

The proposed project consists of the redevelopment of an existing commercial and residential area and is consistent with the Residential Nobile Home Zoning District. Section 103.15 establishes whether specific uses are allowed as of right, limited, accessory or conditional uses, through Table 103.15.2. That table shows that multifamily residential uses are allowed as Conditional Uses in the R-MH district. Conditional Use review is intended to allow a broader view of the potential impacts of a project on adjacent uses and on City concurrency related resources such as road capacity, solid waste, sewer, and potable water availability.

The proposed project consists of the redevelopment of a site to include ten (10) individual residential units. The project as proposed meets the basic definition of development in the RM-H zoning district. The units will meet all requirements of the Florida Building Code.

Therefore, with conditions, the request is *in compliance* with the requirements of these sections.

- The Applicant must obtain and transfer the affordable housing units in excess of what the City has recognized as legally established on the property, to be transferred via the Transfer of Building Rights (TBR's), BPAS process, or any other legally established process prior to building permit issuance. **THE APPROVAL OF THE REQUESTED CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT AMENDMENTS DO NOT CONVEY OR GRANT A VESTED RIGHT OR ENTITLEMENT TO FUTURE ALLOCATIONS BY THE CITY OF ANY MARKET RATE RESIDENTIAL UNITS NOT CURRENTLY IN POSSESSION BY THE APPLICANT AS REFERENCED IN THE PROPOSED CONDITIONAL USE PERMIT.**

B. The proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;

The proposed project is located within the Residential High Future Land Use District. Policy 1-3.1.4 of the City of Marathon Comprehensive Plan states that the “principal purpose of the Residential High future land use category is to provide for high-density single-family, multi-family, and institutional residential development. The Residential High future land use category is characterized by high density compact development on lots with disturbed or scarified vegetation and areas that are appropriate for infill development and that are served by existing infrastructure”. The proposed project includes a redevelopment of vacant use into a higher density use, which is consistent with the Residential High classification.

The existing land use pattern in the project vicinity consists of a mix of residential, multi-family residential, and mobile home uses. Closer to the water near Boot Key Harbor, the area represents one of the remaining active working waterfront locations within the City. The redevelopment of the site will result in significant improvement to the site development quality, including upgraded landscaping, stormwater management, and architecture. The improvements are expected to have a positive benefit on the surrounding uses and the City of Marathon.

Therefore, the request is *in compliance* with the requirements of these sections.

C. The proposed use shall not adversely affect the health, safety, and welfare of the public;

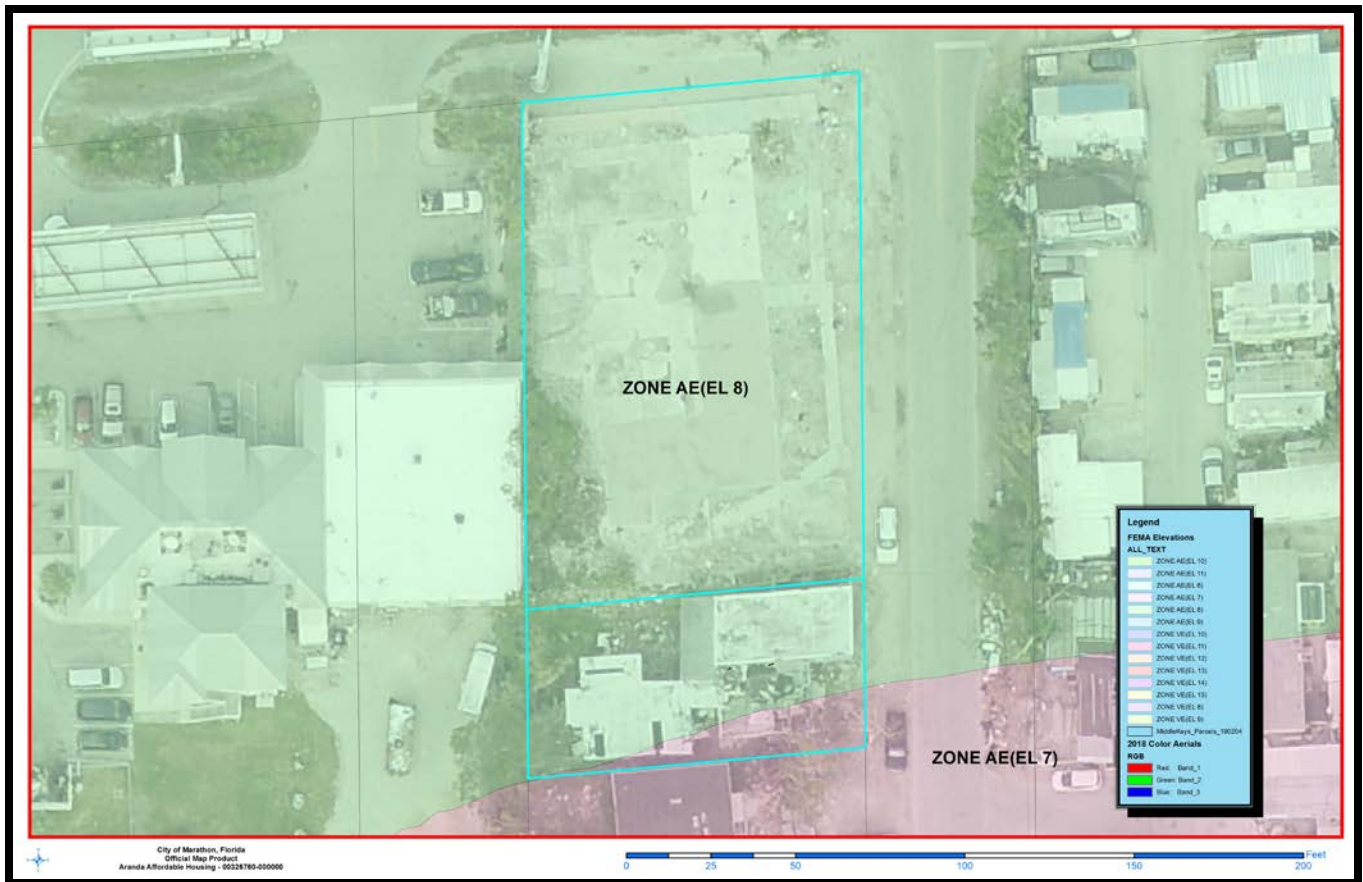
The proposed use is a redevelopment of an existing use which has not had any known impact to the health,

safety and welfare of the public. No new impacts are expected to arise with the redevelopment.

Plans submitted with the project are suitable for the approval of a Development Agreement in this matter and as they relate to Chapter 107, Article 12, 100 Year Floodplain. Final review of floodplain compliance will occur as part of building permit issuance. See Figure 3

Therefore, the request is *in compliance* with the requirements of these sections.

Figure 3
FEMA NFIP Flood Maps



D. The proposed conditional use minimizes environmental impacts, including but not limited to water, air, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment:

The existing conditions maps indicate the subject area is designated as developed land, indicating that there is no natural character to the property at this time. In addition, though found within a ‘Species Focus Area’ as defined in the settlement agreement for the FEMA-FWS lawsuit, “undeveloped land,” as defined therein,

Utility;

- The applicant will obtain sign permits for any signs erected on the property, as required under the Code; and
- A Final Site Plan must be submitted showing the approved buildings and all civil engineering elements, including final grading, potable water, wastewater, and stormwater management.
- Applicant will provide a minimum number of parking spaces required under the City's LDRs and limit parking to the area associated with each individual unit..
- A Final Landscape Plan must be submitted showing the proper treatments and buffers, including the appropriate treatment types and trees.
- The applicant will obtain approval of final buffering, landscaping, and lighting plans and install all elements of such in coordination with the City staff as needed prior to Certificate of Occupancy;

E. Satisfactory provisions and arrangements have been made concerning the following matters, where applicable:

1. Ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in cases of fire or catastrophe;

Ingress and egress to the property is being provided on 15th Street.

Therefore, with conditions, the request is *in compliance* with the requirements of these sections.

- Clear sight triangles must be shown on the site plan at time of building permit issuance.

2. Off-street parking and loading areas where required, with particular attention to item 1 above;

Two parking spaces per unit are required of a single family residence or duplex. The developer is providing twenty four (24) spaces as required.

Therefore, with the conditions noted above, the request is *in compliance* with the requirements of these sections.

- Applicant will provide a minimum number of parking spaces required under the City's LDRs and limit parking to the area associated with each individual unit.

3. The noise, glare or odor effects of the conditional use on surrounding properties;

The proposed project consists of development of a residential use. No new impacts will occur.

Therefore, with conditions, the request is *in compliance* with the requirements of this section.

4. Refuse and service areas, with particular reference to locations, screening and Items 1 and 2 above;

Solid Waste pick-up is provided under by MGS. There will be no capacity issues in this regard.

Therefore, the request is **in compliance** with the requirements of this section.

5. Utilities, with reference to location and availability;

Chapter 107, Article 13, establishes the City's Concurrency Management and certification requirements. This Conditional Use constitutes the City's Concurrency Level of Service Certificate, as follows:

- Wastewater: The property is currently not connected to the City sewer system. The applicant will provide wastewater and sewage collection and disposal via connecting to the City sewer system.
- Water: The Florida Keys Aqueduct Authority will provide potable water for the facility.
- Solid Waste: Marathon Garbage Service will provide solid waste disposal.
- Surface Water: The applicant must submit a final stormwater plan before building permit issuance.
- Recreation and Open Space: This redevelopment will provide more recreation and open space than exists on site currently.
- Roadways: No additional traffic impact will occur as a result of this project.
- Educational Facilities: This redevelopment will have a de minimis impact on educational facilities since existing uses are being replaced in kind.

Therefore, with conditions, the request is **in compliance** with the requirements of these sections.

- City approval is required for the stormwater management system prior to Building Permit Approval.
- City approval of the connection to the City Wastewater Utility will be required.

6. Screening and buffering with reference to type, dimensions and character;

The project will be required to provide street trees for each unit pursuant to the requirements of the LDRs.

Therefore, with conditions, the request is **in compliance** with the requirements of these sections.

7. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding uses;

There will be no signs associated with the redevelopment of the site.

Therefore, the request is **in compliance** with the requirements of these sections.

8. Required yards and other open space;

Section 106.16 established required open space for the project. The site is scarified; therefore, a twenty percent open space requirement applies. As proposed, the project will meet the minimum open space requirements.

Additionally, the property is required to provide a landscape buffer along the U.S. 1 property boundary. Section 107.70 requires a medium buffer along this property line.

Therefore, the request is **in compliance** with the requirements of these sections.

- The Applicant will be allowed to install a six (6) foot wall with exterior facing landscape vegetation

on the U.S. 1 property boundary in lieu of a full landscape buffer.

9. General compatibility with surrounding properties; and

The project is a development of residential uses in an area of the City which is relatively dense and intense. Adjacent uses include other residences, single family, mobile homes, duplexes, and multifamily units, a day care facility, and two churches and a City park. The proposed project will be compatible with surrounding uses.

Therefore, with the conditions below, the request is *in compliance* with the requirements of these sections.

10. Any special requirements set forth in the LDRs for the particular use involved.

With these modifications to the proposed DA, the request is *in compliance* with the requirements of this section.

CONCLUSION:

The proposed project seeks the development of two contiguous vacant commercial and residential properties. The project furthers the intent of both the City’s Comprehensive Plan and Land Development Regulations to:

- Utilize densities allowed pursuant to the partial Residential – Mobile Home (R-MH) zoning associated with a portion of the site
- Develop of ten (10) workforce / affordable housing units
- Deed restrict the workforce / affordable units for a minimum of 50 years pursuant to the City’s LDRs and require that the units remain at the project site for ten (10) years, but
 - At ten (10) years the units will be dedicated to the present site and deed restricted in perpetuity, or
 - Moved or rebuilt on an alternate site to be deed restricted in perpetuity at that location.

RECOMMENDATION:

Planning staff recommends conditional approval of the projects and suggests that the Planning Commission forward a recommendation of conditional approval for the proposed Conditional Use and Development Agreement submitted by 1477 Overseas Highway LLC and Seasons Inc.

Conditions of Approval

1. The properties must file a unity of title prior to the issuance of a building permit; and
2. Utilize densities allowed pursuant to the Residential – Mobile Home (R-MH) zoning associated with a portion of the site
 - a. Develop of ten (10) workforce / affordable housing units
 - b. Deed restrict the workforce / affordable units for a minimum of 50 years pursuant to the City’s LDRs and require that the units remain at the project site for ten (10) years, but
 - i. At ten (10) years the units will be dedicated to the present site and deed restricted in

perpetuity, or

- ii. Moved or rebuilt on an alternate site to be deed restricted in perpetuity at that location.

3. The Applicant must obtain and transfer the affordable housing units in excess of what the City has recognized as legally established on the property, to be transferred via the Transfer of Building Rights (TBR's), BPAS process, or any other legally established process prior to building permit issuance. THE APPROVAL OF THE REQUESTED CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT AMENDMENTS DO NOT CONVEY OR GRANT A VESTED RIGHT OR ENTITLEMENT TO FUTURE ALLOCATIONS BY THE CITY OF ANY MARKET RATE RESIDENTIAL UNITS NOT CURRENTLY IN POSSESSION BY THE APPLICANT AS REFERENCED IN THE PROPOSED CONDITIONAL USE PERMIT.
4. Clear sight triangles must be shown on the site plan at time of building permit issuance.
5. The applicant will provide fire protection plans in accordance with fire protection requirements as outlined by the City Fire Marshal;
6. The applicant will meet all floodplain related requirements as part of the Building Permit process;
7. The applicant will obtain City approval of the stormwater management system prior to Building Permit issuance;
8. The applicant will obtain City approval for wastewater management through the City's Wastewater Utility;
9. The applicant will obtain sign permits for any signs erected on the property, as required under the Code; and
10. A Final Site Plan must be submitted showing the approved buildings and all civil engineering elements, including final grading, potable water, wastewater, and stormwater management.
11. Applicant will provide a minimum number of parking spaces required under the City's LDRs and limit parking to the area associated with each individual unit..
12. A Final Landscape Plan must be submitted showing the proper treatments and buffers, including the appropriate treatment types and trees.
13. The applicant will obtain approval of final buffering, landscaping, and lighting plans and install all elements of such in coordination with the City staff as needed prior to Certificate of Occupancy;
14. The Applicant will be allowed to install a six (6) foot wall with exterior facing landscape vegetation on the U.S. 1 property boundary in lieu of a full landscape buffer.
15. The affordable units must be deed restricted prior to issuance of certificate of occupancy.
16. The individual units proposed shall meet all conditions of the Florida Building and Fire Codes, the conditions of the Conditional Use Permit and Development Agreement and Code Concerning the construction and rental of affordable housing units, Chapter 104, Article 1, Section 104.03 of the LDRs.
17. The Conditional Use Development Order will constitute the Certificate of Concurrence for the project. The determination shall run contemporaneous with the term and timing requirements of the Development Agreement.

Parcel I.D. Nos.:
RE# 00326760-000000 and 00326770-000000
(Space reserved/or recording)

DEVELOPMENT AGREEMENT FOR
1477 Overseas Highway LLC and Seasons Inc.
MARATHON, FLORIDA

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the CITY OF MARATHON, FLORIDA, a Florida municipal corporation (herein referred to as "City"), and 1477 Overseas Highway LLC and Seasons Inc., 1222 SE 47th Street Suite #330, Cape Coral, FL 33904, a Delaware Corporation (herein referred to as "Owner"), pursuant to Chapter 102, Article 8, of the Land Development Regulations of the City of Marathon, and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes, and is binding on the Effective Date set forth herein.

WITNESSETH:

WHEREAS, Owner is the owner of real property located in Marathon, Monroe County, Florida, more particularly described in Exhibit "A" (boundary survey), attached hereto and incorporated herein by reference; and

WHEREAS, Owner has submitted a proposal to develop and construct ten (10) affordable residential units; and

WHEREAS, the construction and maintenance of affordable housing within the City of Marathon is a desirable goal and will serve to preserve workforce housing in the face of economic gentrification; and

WHEREAS, the economic development afforded by this Agreement is in the best interest of both parties to this Agreement as well as the general public in the City of Marathon; and

WHEREAS, the Marathon Planning Commission held a public hearing on the 15th day of April, 2019, to consider this Agreement, and recommended approval of this Agreement; and

WHEREAS, the City Council of Marathon held public hearings on the 14th day of May and 28th day of May, 2019, to consider this Agreement; and

WHEREAS, the City has determined that this Agreement is in the public interest and is consistent with its policy to encourage the redevelopment of Marathon in a manner that provides and preserves affordable housing and will further the health, safety, and welfare of the residents of Marathon; and

WHEREAS, the Applicant will utilize densities allowed pursuant to the Residential – Mobile Home (R-MH) zoning associated with a portion of the site

- a. Develop of ten (10) workforce / affordable housing units
- b. Deed restrict the workforce / affordable units for a minimum of 50 years pursuant to the City’s LDRs and require that the units remain at the project site for ten (10) years, but
 - i. At ten (10) years the units will be dedicated to the present site and deed restricted in perpetuity, or
 - ii. Moved or rebuilt on an alternate site to be deed restricted in perpetuity at that location.

WHEREAS, the Applicant must obtain and transfer the affordable housing units in excess of what the City has recognized as legally established on the property, to be transferred via the Transfer of Building Rights (TBR’s), BPAS process, or any other legally established process prior to building permit issuance. **THE APPROVAL OF THE REQUESTED CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT AMENDMENTS DO NOT CONVEY OR GRANT A VESTED RIGHT OR ENTITLEMENT TO FUTURE ALLOCATIONS BY THE CITY OF ANY MARKET RATE RESIDENTIAL UNITS NOT CURRENTLY IN POSSESSION BY THE APPLICANT AS REFERENCED IN THE PROPOSED CONDITIONAL USE PERMIT, and**

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. RECITALS.

The foregoing Recitals are a part of this Agreement on which the parties have relied and are incorporated into this Agreement by reference.

II. PURPOSES OF AGREEMENT.

The purposes of this Agreement are as follows:

- A. Allow the Applicant to utilize densities allowed pursuant to the Residential – Mobile Home (R-MH) zoning associated with a portion of the site
- B. To encourage redevelopment of the Property consistent with Objective 1-3.4 in the City's Comprehensive Plan.
- C. To secure the ability to construct Owner's proposed development of residences totaling ten (10) units. Implicit in this Development Agreement are the Conditions imposed in the approval of the Conditional Use Permit for this project. The Conditional Use Permit shall run contemporaneous with the Development Agreement.

III. DEFINITIONS.

For the purposes of this Agreement, all terms shall have the definitions as found in the Land Development Regulations (LDRs), Comprehensive Plan and in Chapter 163, Florida Statutes, or in other applicable Florida Statutes, and if not defined in the Code, Plan, or Statute, the term shall be understood by its usual and customary meaning.

IV. STATUTORY AND CODE REQUIREMENTS.

The parties recognize the binding effect of the Florida Local Government development Agreement Act, Sections 163.3221, et seq., Florida Statutes, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following:

A. Legal Description and Ownership. 1477 Overseas Highway LLC and Seasons Inc., 1222 SE 47th St Unit 330 ,Cape Coral, Fl 33904, is the Owner of the Property, which Property is the subject of this Agreement, as described in Exhibit B, Boundary and Topographic Survey. There are no other legal or equitable owners of the subject property known to the parties to this Agreement.

B. Duration of Agreement and Submission of Permit Application. Owner shall have a period of twelve (12) months from the Effective Date of this Agreement to submit an application for a building permit with the City to commence construction of the project contemplated herein. The duration of this Agreement shall be ten (10) years from the effective date. Should the owner not commence construction within eighteen (18) months of the effective date of this Agreement, then this Agreement shall be null and void and the allocation of affordable housing contained herein shall be null and void and said allocation shall revert to the entity contributing the affordable allocations. This Agreement may be renewed or extended as provided herein. If the Owner has not complied with the terms of this section, this Agreement may be subject to termination as provided herein.

C. Building Right Allocations. The Applicant must obtain and transfer the affordable housing units in excess of what the City has recognized as legally established on the property, to be transferred via the Transfer of Building Rights (TBR's), BPAS process, or any other legally established process prior to building permit issuance. **THE APPROVAL OF THE REQUESTED CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT AMENDMENTS DO NOT CONVEY OR GRANT A VESTED RIGHT OR ENTITLEMENT TO FUTURE ALLOCATIONS BY THE CITY OF ANY MARKET RATE RESIDENTIAL UNITS NOT CURRENTLY IN POSSESSION BY THE APPLICANT AS REFERENCED IN THE PROPOSED CONDITIONAL USE PERMIT, and**

Affordable Housing is defined in Section 110.00 of the City's LDRs as: "Dwelling units which contain less than or equal to 1,800 square feet of habitable space meet all applicable requirements of the United States Department of Housing and Urban Development minimum property standards as to room sizes, fixtures, landscaping and building materials, when not in conflict with applicable laws of City; and are restricted in perpetuity or as allowed by law for a minimum 50-year period to use by households that meet the requirements of at least one (1) of the

following income categories: Very-low, low, median, moderate or middle. The requirements for these income categories are as provided in Chapter 104, "Specific Use Regulations". "

It is agreed that the affordable housing shall comply with the Moderate-income standards or Middle-income standards as set forth in Section 104.03 (d) and 104.03 (e).

Moderate-income is defined as: "A household, whose income (excluding that of fulltime students under 18 years of age) does not exceed 120 percent of the median adjusted gross annual income for households within the county;"

Middle-income is defined as: "A household, whose income (excluding that of full-time students under 18 years of age) does not exceed 160 percent of the median adjusted gross annual income within the county;"

D. Sale or Lease. Owner agrees to strictly comply with all the requirements of the City of Marathon regarding sale or leasing of the affordable housing units (general affordable pool as defined in Section 107.06(c) to be constructed as part of the project. The City hereby approves the following special condition regarding the Deed Restriction of these units as affordable:

The Applicant will utilize densities allowed pursuant to the Residential – Mobile Home (R-MH) zoning associated with a portion of the site

- a. Develop of ten (10) workforce / affordable housing units
- b. Deed restrict the workforce / affordable units for a minimum of 50 years pursuant to the City's LDRs and require that the units remain at the project site for ten (10) years, but
 - i. At ten (10) years the units will be dedicated to the present site and deed restricted in perpetuity, or
 - ii. Moved or rebuilt on an alternate site to be deed restricted in perpetuity at that location.

E. Density and Building Height. The property is located in a Residential High Zoning District as defined in the Land Development Regulations. Maximum building height permitted on the property is thirty-seven (37) feet.

F. Public Facilities, Concurrency, Impact Fees. The following identifies the public facilities that are required that will service the development of the Property: who shall provide the facilities; what new facilities, if any, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of development.

1. Potable Water. Domestic potable water is provided by the Florida Keys Aqueduct Authority.
2. Electric Service. Electric service is provided by Florida Keys Electric Service.
3. Solid Waste. Solid waste service is provided by Marathon Garbage Service or its successors and assigns, as determined by the City Council.

4. Fire Service. Fire service is provided by the Marathon Fire Department.
5. Wastewater, Sewage Collection and Disposal. Wastewater and sewage collection, treatment, and disposal shall be done by connection to the City sewer system.
6. Public Recreational Facilities. Public recreational facilities are available near the property in the Marathon Community Park and the Jesse Hobbs Park.
7. Stormwater Management. There shall be no direct discharge to the City of Marathon Nearshore Waters.
8. Fire Protection. Fire sprinklers will be installed if required by City Code.
9. Concurrency. All public facilities, with the exception of Wastewater, identified above are available as of the date of this Agreement, and capacity for each is projected to be available concurrent with the impacts of development. Wastewater capacity is available through the Central Sewer system for the City of Marathon.
10. Impact Fees. The City shall waive the impact fees for the affordable units allowed pursuant to Section 111.02 F.3(f).

G. Reservations or Dedications of Land for Public Purposes. These are not contemplated or necessary for this development.

H. Local Development Permits. The following City development approvals are required for the development of the Property.

1. This Development Agreement.
2. Building and related construction permits for the structures, land clearing and landscaping. At any time any building permit is applied for, Owner shall demonstrate compliance with all applicable Federal, State and Municipal Disabled Access Regulations in effect at the time of application.
3. Local Permits for Wastewater Collection and Stormwater Runoff. Nothing in this Agreement shall preclude the parties from applying conditions in addition to Federal, State and regional permits, by mutual agreement, during final site plan review or permitting.
4. Approval of affordable BPAS allocations through the BPAS allocation process.

I. Finding of Consistency. By entering into this Agreement, the City finds that the development permitted or proposed herein is consistent with and furthers the Comprehensive Plan, applicable LDRs and the Principles for Guiding Development set forth in Section 380.0552(7), Florida Statutes.

J. Mutual Cooperation. City and Owner agree to cooperate fully and assist each other in the performance of the provisions of this Agreement.

K. Development to Comply with Permits and City Comprehensive Plan and Code Provisions. The redevelopment shall be developed in accordance with all required permits and in accordance with all applicable provisions of the City's Comprehensive Plan and Land Development Regulations in effect on the effective date of this Agreement. No Certificate of Occupancy for an individual building shall be issued until all plans for that building are approved by the City and Owner has complied with all conditions in permits issued by the City and the other regulatory entities for that building. The City agrees that any permits or certificates of occupancy to be issued by the City shall not be unreasonably withheld or delayed

L. Compliance With Permit Terms, Conditions, and Restrictions Not Identified Herein. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

M. Laws Governing.

1. For the duration of this Agreement, all approved development of the Property shall comply with and be controlled by this Agreement and provisions of the City's Comprehensive Plan and City Code in effect on the date of execution of this Agreement, inclusive of text changes and rezoning approved by the City Council on the date of the City's approval of this Agreement, if any. The parties do not anticipate that the City will apply subsequently adopted laws and policies to the Property, except as expressly provided in this Agreement

2. Pursuant to Section 163.3233, Florida Statutes, the City may apply subsequently adopted laws and policies to the Property only if the City holds a public hearing and determines that:

a. The new laws and policies are not in conflict with the laws and policies governing the Agreement and do not prevent development of the land uses, intensities, or densities set forth in this Agreement;

b. The new laws and policies are essential to the public health, safety, or welfare, and the City expressly states that they shall apply to the development that is subject to this Agreement,

c. The City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

d. The Agreement is based on substantially accurate information supplied by Owner. Provided, however, nothing in this Agreement shall prohibit the parties from mutually agreeing to apply subsequently adopted laws to the Property.

3. If state or federal laws enacted after the Effective Date of this Agreement preclude any party's compliance with the terms of this Agreement, it shall be modified as necessary to comply with the relevant state or Federal laws. However, this Agreement shall not be construed to waive or abrogate any rights that may vest pursuant to common law.

N. Amendment Renewal and Termination. This Agreement may be amended, renewed, or terminated as follows:

1. As provided in Section 163.3237, Florida Statutes, this Agreement may be amended by mutual consent of the parties to this Agreement or by their successors in interest. Amendment under this provision shall be accomplished by an instrument in writing signed by the parties or their successors.

2. As provided in Section 163.3237, Florida Statutes, this Agreement may be renewed by the mutual consent of the parties, subject to the public hearing requirement in Section 163.3225, Florida Statutes, and applicable LORs. The City shall conduct at least two (2) public hearings, one of which may be held by the local planning agency at the option of the City. Notice of intent to consider renewal of the Agreement shall be advertised approximately fifteen (15) days before each public hearing in a newspaper of general circulation and readership in Marathon, and shall be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing. The notice shall specify the location of the land subject to the Agreement, the development uses on the Property, the population densities, and the building intensities and height and shall specify a place where a copy of the Agreement can be obtained.

3. This Agreement may be terminated by Owner or its successor(s) in interest following a breach of this Agreement by the City upon written notice to the City as provided in this Agreement.

4. Pursuant to Section 163.3235, Florida Statutes, this Agreement may be revoked or modified by the City if, on the basis of substantial competent evidence, the City finds there has been a failure by Owner to comply with the terms of this Agreement.

5. This Agreement may be terminated by mutual consent of the parties.

O. Breach of Agreement and Cure Provisions.

1. If the City concludes that there has been a material breach in this Agreement by Owner, prior to revoking this Agreement, the City shall serve written notice on Owner identifying the term or condition the City contends has been materially breached and providing Owner with ninety (90) days from the date of receipt of the notice to cure the breach or negotiate an amendment to this Agreement. Each of the following events shall be considered a material breach of this Agreement:

a. Failure to comply with the provisions of this Agreement;

b. Failure to comply with terms and conditions of permits issued by the City or other regulatory entity for the development authorized by this Agreement.

2. If Owner concludes that there has been a material breach in the terms of this Agreement by the City, Owner shall serve written notice on the City identifying the term or condition Owner contends has been materially breached and providing the City with ninety (90) days from the date of receipt of the notice to cure the breach, or negotiate an amendment to this Agreement. The following events shall be considered a material breach of this Agreement:

a. Failure to comply with the provisions of this Agreement;

b. Failure to timely process any application for Site Plan approval or other development authorized by this Agreement.

3. If either party waives a material breach in this Agreement, such a waiver shall not be deemed a waiver of any subsequent breach.

4. Notwithstanding any other provisions of this Development Agreement to the contrary, neither party hereto shall be deemed to be in default under this Development Agreement where delay in the construction or performance of the obligations imposed by this Development Agreement are caused by war, revolution, labor strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions, embargoes, litigation (excluding litigation between the City and the Owner), tornadoes, hurricanes, tropical storms or other severe weather events, or any other causes beyond the control of such party. The time of performance hereunder, as well as the term of this Development Agreement, shall be extended for the period of any forced delays or delays caused or resulting from any of the foregoing causes. The Owner must submit evidence to the City's reasonable satisfaction of any such delay.

P. Notices. All notices, demands, requests, or replies provided for or permitted by this Agreement, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by anyone of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Services as certified or registered mail, return receipt requested, postage prepaid; or (c) by deposit with an overnight express delivery service with a signed receipt required Notice shall be effective upon receipt. The addresses and telephone numbers of the parties are as follows:

TO OWNER:

1477 Overseas Highway LLC and Seasons Inc.
1222 SE 47th St Unit 330
Cape Coral, Fl 33904

TO THE CITY:

Chuck Lindsey, City Manager

City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
(305) 743-0033

With a copy by regular U.S. Mail to:

David Migut, City Attorney
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
(305) 743-0033

Q. Annual Report. On each anniversary date of the Effective Date of this Agreement, Owner shall provide the City with a report identifying (a) the amount of development authorized by this Agreement that has been completed (b) the amount of development authorized by this Agreement that remains to be completed, and (c) any changes to the plan of development that have occurred during the one (1) year period from the Effective Date of this Agreement or from the date of the last Annual Report.

R. Enforcement. In accordance with Section 163.3243, Florida Statutes, any party to this Agreement, any aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes, or the State Land Planning Agency may file an action for injunctive relief in the Circuit Court of Monroe County, Florida, to enforce the terms of this Agreement or to challenge the compliance of this Agreement with the provisions of Section 163.3220-163.3243, Florida Statutes.

S. Binding Effect. This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

T. Assignment. This Agreement may not be assigned without the written consent of the parties, which consent shall not be unreasonably withheld.

U. Drafting of Agreement. The parties acknowledge that they jointly participated in the drafting of this Agreement and that no term or provision of this Agreement shall be construed in favor of or against either party based solely on the drafting of the Agreement.

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

W. Applicable Laws. This Agreement was drafted and delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida

X. Litigation/Attorneys Fees: Venue; Waiver of Right to Jury Trial. As between the City and Owner, in the event of any litigation arising out of this Agreement, the prevailing party shall be

entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorney's fees. This includes, but is not limited to~ reimbursement for reasonable attorney's fees and costs incurred with respect to any appellate~ bankruptcy, post-judgment, or trial proceedings related to this Agreement. Venue for any legal proceeding arising out of this Agreement shall be in Monroe County, Florida.

THE PARTIES TO THIS AGREEMENT WAIVE THE RIGHT TO A JURY TRIAL IN ANY LITIGATION ARISING OUT OF THIS AGREEMENT.

Y. Use of Singular and Plural. Where the context requires, the singular includes the plural, and plural includes the singular.

Z. Duplicate Originals; Counterparts. This Agreement may be executed in any number of originals and in counterparts, all of which evidence one agreement. Only one original is required to be produced for any purpose.

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

B.B. Entirety of Agreement. This Agreement incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, or understandings regarding the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subjects covered by this Agreement that are not contained in or incorporated into this document and, accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether written or oral. This Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing signed by the parties.

C.C. Recording; Effective Date. The Owner shall record this Agreement in the Public Records of Monroe County, Florida, within fourteen (14) days after the date the last party signs this Agreement. A copy of the recorded Agreement showing the date, page and book where recorded shall be submitted to the State Land Planning Agency at the Department of Economic Opportunity, Division of Community Planning, 107 Madison Street, Room 22, Tallahassee, Florida 32399 by hand delivery or registered or certified United States mail, or by a delivery service that provides a signed receipt showing the date of delivery, within fourteen (14) days after the Agreement is recorded and received by the Owner or his agents. Owner shall also provide a copy of the recorded Agreement to the City at 9805 Overseas Highway, Marathon, Florida 33050, within the same time period. This Agreement shall become effective thirty (30) days after the date the State Land Planning Agency receives its copy pursuant to Section 163.3239, Florida Statutes.

D.D. Date of Agreement. The Date of this Agreement is the date the last party signs and acknowledges this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year below written. Signed, sealed, and delivered in the presence of:

WITNESSES:

OWNER

1477 Overseas Highway LLC and Seasons Inc.,

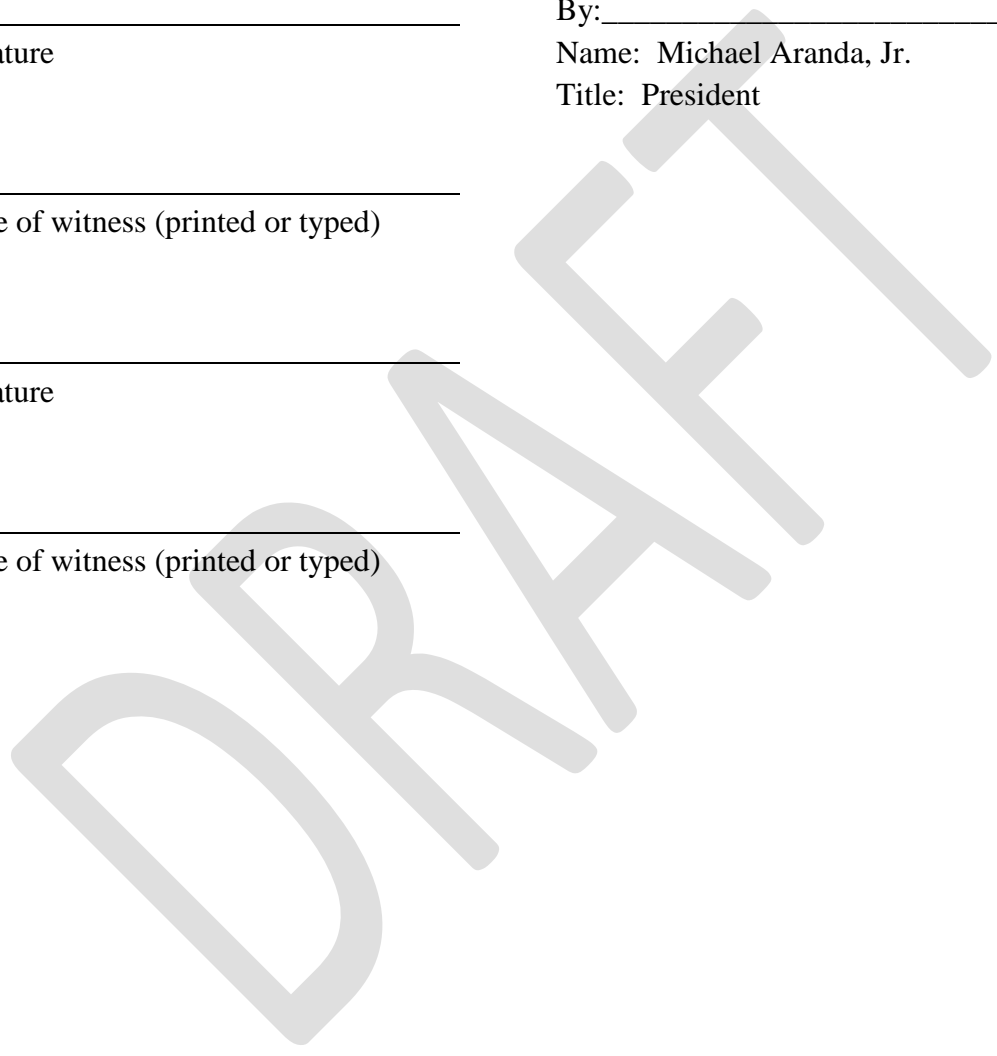
Signature

By: _____
Name: Michael Aranda, Jr.
Title: President

Name of witness (printed or typed)

Signature

Name of witness (printed or typed)



On the 28th day of May, 2019, The City Council of the City of Marathon approved this the Conditional Use Permit for this Agreement by Resolution 2019-XXX and this Agreement by Resolution No. 2019-YYY.

ATTEST:

CITY OF MARATHON

City Clerk

By: _____
John Bartus, Mayor

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY.

David Migut, City Attorney

EXHIBIT A

DRAFT

EXHIBIT B

DRAFT

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-XXX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING A REQUEST FOR A CONDITIONAL USE PERMIT REQUESTED BY 1477 OVERSEAS HIGHWAY LLC AND SEASONS INC., PURSUANT TO CHAPTER 102, ARTICLES 13 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (CODE) ENTITLED “CONDITIONAL USE PERMITS,” FOR THE REDEVELOPMENT OF THE PROPERTIES AS TEN (10) AFFORDABLE HOUSING RESIDENCES LOCATED AT 1477 OVERSEAS HIGHWAY AND 263 15TH STREET, WHICH ARE LEGALLY DESCRIBED AS THE NORTH 150 FEET OF LOT 1 AND 2, PART OF LOTS 1 AND 2, BLOCK 2 , PARRISH SUBDIVISION, MARATHON, FLORIDA, HAVING REAL ESTATE NUMBERS 00326770-000000 AND 00326760-000000. NEAREST MILE MARKER 48.

WHEREAS, Request By 1477 Overseas Highway LLC and Seasons Inc. (The “Applicant”) filed an Application on June 26, 2017 for a Conditional Use Permit and Development Agreement pursuant to Chapter 102, Articles 8 and 13 of the City of Marathon Land Development Regulations (LDRs); and

WHEREAS; the Applicant proposes to develop ten (10) deed restricted affordable residential units; and

WHEREAS, City staff reviewed the Applicant’s request for a Conditional Use Permit determining that the Applicant’s project proposal was in compliance with the City’s Comprehensive Plan and Land Development Regulations (LDRs) and further that there was no substantial impact on the City’s Level of Service (LOS); and

WHEREAS, on the 15th day of April, 2019, the City of Marathon Planning Commission (the “Commission”) conducted a properly advertised public hearing (the “Public Hearings”) regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

WHEREAS, and on the 14th day of May, 2019 and the 28th day of May, 2019 the City Council (the “Council”) conducted properly advertised public hearings (the “Public Hearings”) regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

WHEREAS; the City Council made a determination that the Applicant’s request for a Conditional Use Permit, subject to the terms of the LDRs and with Conditions imposed, was in Compliance with the City’s Comprehensive Plan and LDRs and further, that the approval is in the public interest, is consistent with its policy to encourage the redevelopment of properties within the City of Marathon and will further the health, safety and welfare of the residents of Marathon; and

WHEREAS, the purpose of the Conditional Use Permit is to allow for the integration of certain land uses and structures within the City of Marathon, based on conditions imposed by the Council. Review is based primarily on compatibility of the use with its proposed location and with surrounding land uses and on the basis of all zoning, subdivision and other ordinances applicable to the proposed location and zoning district,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby approves Development Order 2019-08, a copy of which is attached hereto as Exhibit “A”, granting a Conditional Use Permit to Request By 1477 Overseas Highway LLC and Seasons Inc. subject to the Conditions imposed. The Director of Planning is authorized to sign the development order on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption by the City of Marathon and after review and approval by the Department of Economic Opportunity pursuant to Chapters 163 and 380, *Florida Statutes*.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 28th day of May, 2019.

THE CITY OF MARATHON, FLORIDA

John Bartus, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier
City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

DRAFT



**CITY OF MARATHON, FLORIDA
CONDITIONAL USE
DEVELOPMENT ORDER # 2019-08**

A DEVELOPMENT ORDER OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING A REQUEST FOR A CONDITIONAL USE PERMIT REQUESTED BY 1477 OVERSEAS HIGHWAY LLC AND SEASONS INC., PURSUANT TO CHAPTER 102, ARTICLES 13 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (CODE) ENTITLED “CONDITIONAL USE PERMITS,” FOR THE REDEVELOPMENT OF THE PROPERTIES AS TEN (10) AFFORDABLE HOUSING RESIDENCES LOCATED AT 1477 OVERSEAS HIGHWAY AND 263 15TH STREET, WHICH ARE LEGALLY DESCRIBED AS THE NORTH 150 FEET OF LOT 1 AND 2, PART OF LOTS 1 AND 2, BLOCK 2 , PARRISH SUBDIVISION, MARATHON, FLORIDA, HAVING REAL ESTATE NUMBERS 00326770-000000 AND 00326760-000000. NEAREST MILE MARKER 48.

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WHEREAS; the Applicant proposes to develop ten (10) deed restricted affordable residential units; and

WHEREAS, City staff reviewed the Applicant’s request for a Conditional Use Permit determining that the Applicant’s project proposal was in compliance with the City’s Comprehensive Plan and Land Development Regulations (LDRs) and further that there was no substantial impact on the City’s Level of Service (LOS); and

WHEREAS, on the 15th day of April, 2019, the City of Marathon Planning Commission (the “Commission”) conducted a properly advertised public hearing (the “Public Hearings”) regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

WHEREAS, and on the 14th day of May, 2019 and the 28th day of May, 2019 the City Council (the “Council”) conducted properly advertised public hearings (the “Public Hearings”) regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

WHEREAS; the City Council made a determination that the Applicant’s request for a Conditional Use Permit, subject to the terms of the LDRs and with Conditions imposed, was in Compliance with the City’s Comprehensive Plan and LDRs and further, that the approval is in the public interest, is consistent with its policy to encourage the redevelopment of properties within the City of Marathon and will further the health, safety and welfare of the residents of Marathon; and

WHEREAS, the purpose of the Conditional Use Permit is to allow for the integration of certain land uses and structures within the City of Marathon, based on conditions imposed by the Council. Review is based primarily on compatibility of the use with its proposed location and with surrounding land uses and on

the basis of all zoning, subdivision and other ordinances applicable to the proposed location and zoning district,

FINDINGS OF FACT:

1. The applicant will develop ten (10) deed restricted affordable residential units with the following determinations:
2. In accordance with Section 102.77 of the Code, the Commission and Council considered and determined the Applicant met the following criteria:
 - a. The proposed use is consistent with the Comprehensive Plan and LDRs;
 - b. The proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;
 - c. The proposed use shall not adversely affect the health, safety, and welfare of the public; and
 - d. The proposed conditional use minimizes environmental impacts, including but not limited to water, air, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and
 - e. Satisfactory provisions and arrangements have been made concerning the following matters, where applicable:
 1. Ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;
 2. Off-street parking and loading areas where required;
 3. The noise, glare or odor effects of the conditional use on surrounding properties;
 4. Refuse and service areas, with particular reference to location;
 5. Utilities, with reference to location and availability;
 6. Screening and buffering with reference to type, dimensions and character;
 7. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;
 8. Required yards and other open space;
 9. General compatibility with surrounding properties; and

CONDITIONS IMPOSED:

Granting approval of the Application is subject to the following conditions:

Conditions of Approval

1. The properties must file a unity of title prior to the issuance of a building permit; and
2. Utilize densities allowed pursuant to the Residential – Mobile Home (R-MH) zoning associated with a portion of the site
 - a. Develop of ten (10) workforce / affordable housing units
 - b. Deed restrict the workforce / affordable units for a minimum of 50 years pursuant to the City’s LDRs and require that the units remain at the project site for ten (10) years, but
 - i. At ten (10) years the units will be dedicated to the present site and deed restricted in perpetuity, or
 - ii. Moved or rebuilt on an alternate site to be deed restricted in perpetuity at that location.
3. The Applicant must obtain and transfer the affordable housing units in excess of what the City has recognized as legally established on the property, to be transferred via the Transfer of Building Rights (TBR’s), BPAS process, or any other legally established process prior to building permit issuance. THE APPROVAL OF THE REQUESTED CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT AMENDMENTS DO NOT CONVEY OR GRANT A VESTED RIGHT OR ENTITLEMENT TO FUTURE ALLOCATIONS BY THE CITY OF ANY MARKET RATE RESIDENTIAL UNITS NOT CURRENTLY IN POSSESSION BY THE APPLICANT AS REFERENCED IN THE PROPOSED CONDITIONAL USE PERMIT.
4. Clear sight triangles must be shown on the site plan at time of building permit issuance.
5. The applicant will provide fire protection plans in accordance with fire protection requirements as outlined by the City Fire Marshal;
6. The applicant will meet all floodplain related requirements as part of the Building Permit process;
7. The applicant will obtain City approval of the stormwater management system prior to Building Permit issuance;
8. The applicant will obtain City approval for wastewater management through the City’s Wastewater Utility;
9. The applicant will obtain sign permits for any signs erected on the property, as required under the Code; and
10. A Final Site Plan must be submitted showing the approved buildings and all civil engineering elements, including final grading, potable water, wastewater, and stormwater management.
11. Applicant will provide a minimum number of parking spaces required under the City’s LDRs and limit parking to the area associated with each individual unit..
12. A Final Landscape Plan must be submitted showing the proper treatments and buffers, including the appropriate treatment types and trees.
13. The applicant will obtain approval of final buffering, landscaping, and lighting plans and install all elements of such in coordination with the City staff as needed prior to Certificate of Occupancy;
14. The Applicant will be allowed to install a six (6) foot wall with exterior facing landscape vegetation on the U.S. 1 property boundary in lieu of a full landscape buffer.
15. The affordable units must be deed restricted prior to issuance of certificate of occupancy.
16. The individual units proposed shall meet all conditions of the Florida Building and Fire Codes, the conditions of the Conditional Use Permit and Development Agreement and Code Concerning the construction and rental of affordable housing units, Chapter 104, Article 1, Section 104.03 of the LDRs.
17. The Conditional Use Development Order will constitute the Certificate of Concurrency for the project. The determination shall run contemporaneous with the term and timing requirements of the Development Agreement.

VIOLATION OF CONDITIONS:

The applicant understands and acknowledges that it must comply with all of the terms and conditions herein, and all other applicable requirements of the City or other governmental agencies applicable to the use of the Property. In accordance with the Code, the Council may revoke this approval upon a determination that the Applicant or its successor or designee is in non-compliance with this Resolution or Code. Failure to adhere to the terms and conditions of approval contained herein is a violation of the Code and persons found violating the conditions shall be subject to the penalties prescribed therein.

CONCLUSIONS OF LAW:

Based upon the above Findings of Fact, the Council does hereby make the following Conclusions of Law:

1. The Application has been processed in accordance with the applicable provisions of the City Code, and will not be detrimental to the community as a whole; and
2. In rendering its decision, as reflected in this Resolution, the Council has:
 - (a) Accorded procedural due process;
 - (b) Observed the essential requirements of the law;
 - (c) Supported its decision by substantial competent evidence of record; and
3. The Application for a conditional use is hereby GRANTED subject to the conditions specified herein.

EFFECTIVE DATE:

This development order shall not take effect for thirty (30) days following the date it is filed with the City Clerk, and during that time, the conditional use approval granted herein shall be subject to appeal as provided in the City Code. An appeal shall stay the effectiveness of this development order until said appeal is resolved.

Date

George Garrett
Director of Planning

This Development Order was filed in the Office of the City Clerk of this ____ day of _____,

2019.

Diane Clavier, City Clerk

NOTICE

Under the authority of Section 102.79(c) of the City of Marathon Land Development Regulations, this development order shall become null and void with no further notice required by the City, unless a business license has been issued for the use or a complete building permit application for site preparation and building construction with revised plans as required herein is submitted to the City of Marathon Building Official within one (1) year from the date of conditional use approval, or the date when the Department of Community Affairs waives its appeal and all required certificates of occupancy are procured with three (3) years of the date of this development order is approved by the City Council.

In addition, please be advised that pursuant to Chapter 9J-1, Florida Administrative Code, this instrument shall not take effect for forty-five (45) days following the rendition to the Florida Department of Community Affairs. During that forty-five days, the Florida Department of Economic Opportunity may appeal this instrument to the Florida Land and Water Adjudicatory Commission, and that such an appeal stays the effectiveness of this instrument until the appeal is resolved by agreement or order.

CERTIFICATE OF SERVICE

A true and correct copy of the above and foregoing Resolution was furnished, via U.S. certified mail, return receipt requested, addressed to *Mike Aranda, 1222 SE 47th Street #330, Cape Coral, FL 33904*, this ___ day of _____, 2019.

Diane Clavier City Clerk

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-XXX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING A REQUEST FOR A DEVELOPMENT AGREEMENT REQUESTED BY 1477 OVERSEAS HIGHWAY LLC AND SEASONS INC., PURSUANT TO CHAPTER 102, ARTICLES 8 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (CODE) ENTITLED “DEVELOPMENT AGREEMENTS,” FOR THE REDEVELOPMENT OF THE PROPERTIES AS TEN (10) AFFORDABLE HOUSING RESIDENCES LOCATED AT 1477 OVERSEAS HIGHWAY AND 263 15TH STREET, WHICH ARE LEGALLY DESCRIBED AS THE NORTH 150 FEET OF LOT 1 AND 2, PART OF LOTS 1 AND 2, BLOCK 2 , PARRISH SUBDIVISION, MARATHON, FLORIDA, HAVING REAL ESTATE NUMBERS 00326770-000000 AND 00326760-000000. NEAREST MILE MARKER 48.

WHEREAS, Request By 1477 Overseas Highway LLC And Seasons Inc. (The “Applicant”) filed an Application on February 201, 2019 for a Conditional Use Permit and Development Agreement pursuant to Chapter 102, Articles 8 and 13 of the City of Marathon Land Development Regulations (LDRs); and

WHEREAS; the Applicant proposes to develop ten (10) deed restricted affordable residential units; and

WHEREAS, City staff reviewed the Applicant’s request for a Development Agreement determining that the Applicant’s project proposal was in compliance with the City’s Comprehensive Plan and Land Development Regulations (LDRs) and further that there was no substantial impact on the City’s Level of Service (LOS); and

WHEREAS, on the 15th day of April, 2019, the City of Marathon Planning Commission (the “Commission”) conducted a properly advertised public hearing (the “Public Hearings”) regarding the request submitted by the Applicant, for a Development Agreement pursuant to Chapter 102, Article 8 of the LDRs; and

WHEREAS, and on the 14th day of May, 2019 and the 28th day of May, 2019 the City Council (the “Council”) conducted properly advertised public hearings (the “Public Hearings”) regarding the request submitted by the Applicant, for a Development Agreement pursuant to Chapter 102, Article 8 of the LDRs; and

WHEREAS; the City Council made a determination that the Applicant’s request for a Development Agreement, subject to the terms of the LDRs and with Conditions imposed, is in Compliance with the City’s Comprehensive Plan and LDRs and further, that the approval is in the public interest, is consistent with its policy to encourage the redevelopment of properties within the City of Marathon and will further the health, safety and welfare of the residents of Marathon; and

WHEREAS, the purpose of the Conditional Use Permit and Development Agreement is to allow for the integration of certain land uses and structures within the City of Marathon, based on conditions imposed by the Council. Review is based primarily on compatibility of the use with its proposed location and with surrounding land uses and on the basis of all zoning, subdivision and other ordinances applicable to the proposed location and zoning district,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby approves the document attached hereto as Exhibit “A”, granting 1477 Overseas Highway LLC And Seasons Inc., Inc. a Development Agreement subject to the Conditions imposed.

Section 3. This resolution shall take effect immediately upon its adoption by the City of Marathon and after review and approval by the Department of Economic Opportunity pursuant to Chapters 163 and 380, *Florida Statutes*.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 28th day of May, 2019.

THE CITY OF MARATHON, FLORIDA

John Bartus, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier
City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
CITY OF MARATHON, FLORIDA ONLY:**

David Migut, City Attorney

DRAFT

**EXHIBIT A
DEVELOPMENT AGREEMENT**

DRAFT

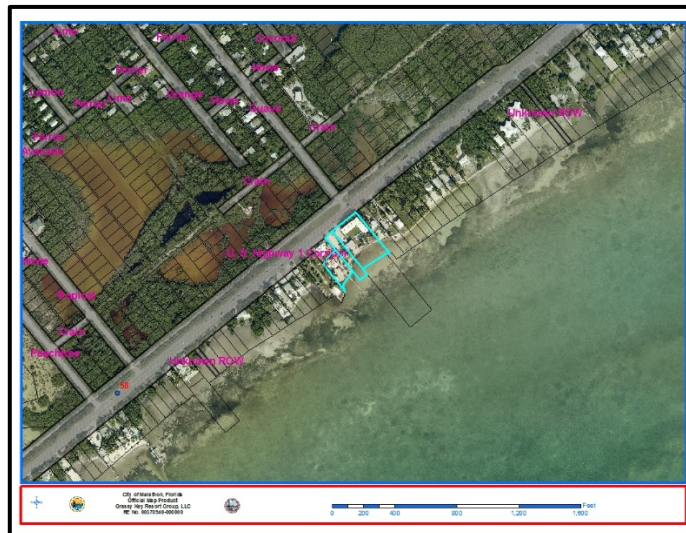
PLANNING COMMISSION AGENDA STATEMENT

Meeting Date: April 15, 2019
To: Planning Commission
From: George Garrett, Planning Director

Agenda Item: Consideration Of A Request By Grassy Key Resort Group, LLC For A Conditional Use Permit and Development Agreement Pursuant to Chapter 102, Articles 8 and 13 Of The City of Marathon Land Development Regulations (LDRs) Entitled “Development Agreement” And “Conditional Use Permits” Respectively, Seeking For The Redevelopment Of Hotel Resort And Commercial Uses On Property Located at 58182 Overseas Highway, Which Is Legally Described As Township 65, Section 24, Range 33; Bk 36 Lts 1-2-3-4 And PT Lts 5-6 (Parcel A) And Wly 15FT Unnamed ST Adj Lot 1 Res B-C-C 8/11/61 And Adj Portion Of Flagler Street And Grassy Key Bay Bottom Adj Lts 1-2-3 in the Crains Subdivision, Grassy Key, Marathon, Florida; Having Real Estate Numbers 00370940-000000. Nearest Mile Marker 58.5.

APPLICANT/ OWNER: Grassy Key Resort Group, LLC
AGENT: Lesley Rhyne
LOCATION: The project site is located at 58182 Overseas Highway at nearest mile marker 58. See Figure 1.

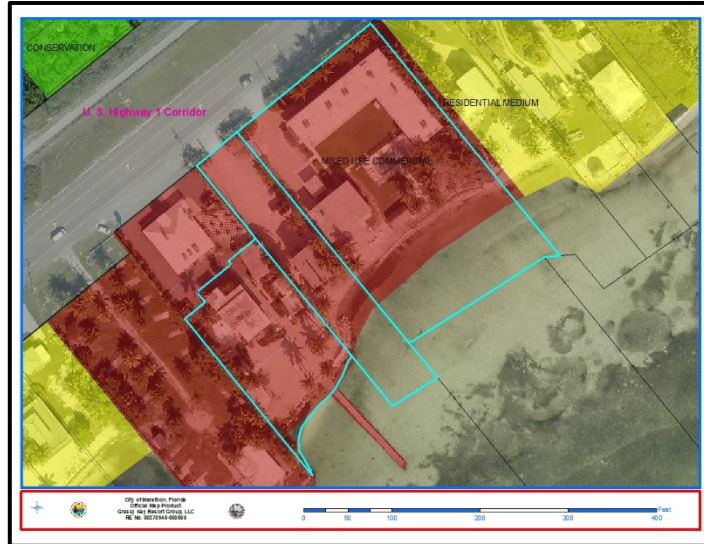
**Figure 1
Project Site**



REQUEST: A Conditional Use Permit and Development Agreement for development of the subject property having the real estate numbers 00370940-000000.

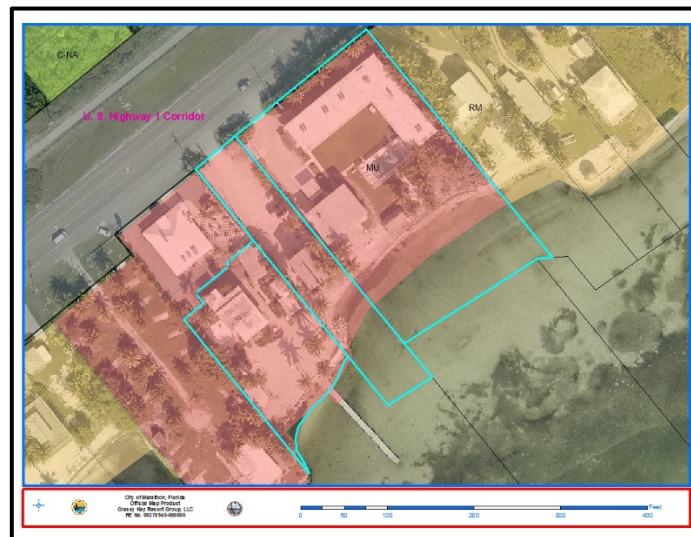
FUTURE LAND USE MAP DESIGNATION:
Mixed Use Commercial (MUC). See Figure 2.

**Figure 2
Future Land Use Map**



ZONING MAP DESIGNATION:
Mixed Use (MU). See Figure 3.

**Figure 3
Zoning Map**



LOT SIZE:

Total acreage 2.24 acres or 97,601 square feet of upland.

SURROUNDING ZONING AND USES:

	<u>Zoning</u>	<u>Use</u>
North	Conservation-Native Area and Residential Conservation	Crain Subdivision, Grassy Key
East	Mixed Use and Residential Medium	Residential Homes and Vacant Lots
South	Atlantic Ocean	N/A
West	Mixed Use and Residential Medium	Crain Subdivision, Hideaway Café, White Sands Inn, and Rainbow Bend

EXISTING CONDITIONS:

The project site consists of three previously contiguous developed lots now consolidated into one real estate number – 00370970-000000. The parcel is currently developed, but were formerly the location of Casa Del Sol Resort and the Yellowtail Inn.

The Cosa Del Sol and portions of the Yellowtail resort has been partially rehabilitated. However, ten (10) transient units will be transferred to the proposed redevelopment project from the previous site of Bonefish Resort (RE No. 00371060-000000). Bonefish Resort (RE No. 00371060-000000) will be considered for a five unit Transient RV Resort.

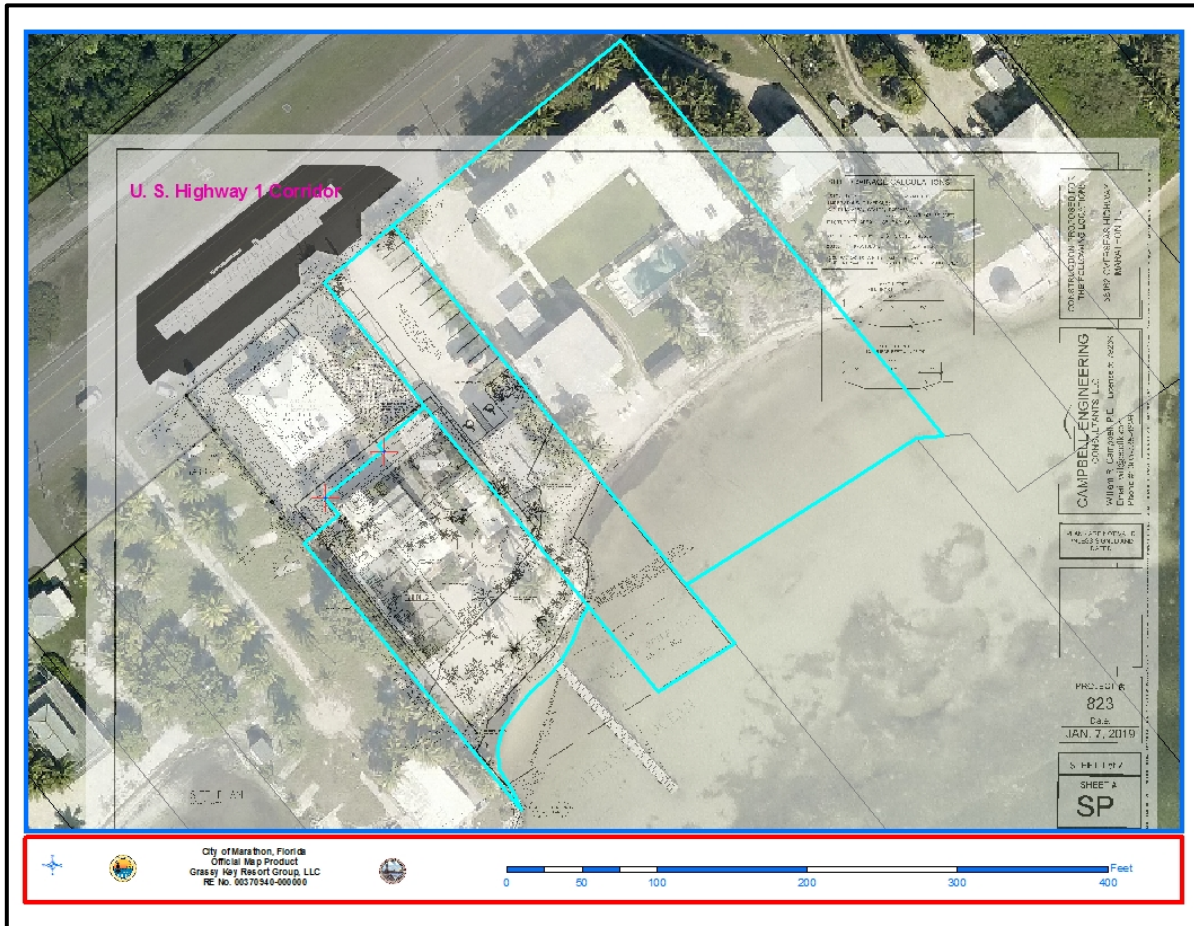
Transient Units:	23 Units (three properties and two motels)
Commercial Floor Area:	2,674

PROPOSED REDEVELOPMENT:

Transient Units:	33 Units (one property and one motel)
Commercial Floor Area:	2,674

See Figure 4 for Site Plan layout.

**Figure 4
Proposed Redevelopment Site Plan**



BACKGROUND:

The proposed project is a redevelopment of commercial property to redevelop into a hotel resort in the Mixed Use zoning classification. This report addresses Conditional Use Permit and Development Agreement applications.

All condition of the Conditional Use approval will have to be met before any building permit will be approved.

EVALUATION FOR COMPLIANCE WITH THE LAND DEVELOPMENT REGULATIONS:

The criteria for evaluating a Conditional Use Permit and Development Agreement Approval are outlined in Chapter 102, Articles 8 and 13, in the City of Marathon Land Development Regulations.

CRITERIA

A. The proposed use is consistent with the Comprehensive Plan and LDRs;

The proposed development project is located within the Mixed Use (MU) Zoning District. Per Chapter 103, Article 2, Section 103.09 of the Land Development Regulations, the district is designed to “accommodate a wide variety of commercial and retail activities that will result in the most efficient and attractive use of the City’s historic business district and the US1 Corridor, in an effort to recognize the role of US1 as the City of Marathon’s ‘Main Street.’ The MU district also provides for large-scale retail and commercial business opportunities in other areas, including larger shopping center, specialty shopping centers, individual multi-tenant commercial buildings, automotive services and sales, fast food restaurants, affordable housing uses, transient lodging and other retail establishments that serve the community at large”.

The proposed project consists of the redevelopment of existing commercial use within the Mixed Use Zoning District. Section 103.15, Table 103.15.2, “Uses By Zoning District,” establishes whether specific uses are allowed as of right, limited, accessory or conditional use permit. That table shows that Hotel/Motel/Resort lodging uses are allowed as Conditional Uses in the MU District. Conditional Use Permit review is intended to allow a broader view of the potential impacts of a project on adjacent uses and on City concurrency related resources such as road capacity, solid waste, sewer, and potable water availability.

Table 103.15.2 in the Land Development Regulations establishes constraints on density and intensity allowed in the MU district based on the types of uses proposed. Using the property area, the proposed use can have up to xx hotel units. Table 103.15.3 further qualifies the allowed range of intensities based on the intensity of retail use.

Development Type	Existing	Proposed	Max Allowed	% Total Area
Transient Units	38	38	66,196	68%
Commercial Floor Area	370	2,674	3,565	4%

The project as proposed meets the basic definition of development in the MU zoning district.

Therefore, with conditions, the request is *in compliance* with the requirements of these sections.

B. The proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;

The proposed project is located within the Mixed Use Commercial Future Land Use District. Policy 1-3.1.4 of the City of Marathon Comprehensive Plan states that the “principal purpose of the Mixed Use Commercial land use category is to provide for the establishment of mixed use

development patterns and to recognize established mixed use development patterns within the City.” The proposed project includes redevelopment of an existing conditional use (Hotel, Motel, Resort) into a similar conditional use (Hotel, Motel, Resort), which is consistent with the Mixed Use classification.

The existing land use pattern in the project vicinity consists of mangroves to the North, Atlantic Ocean to the South, Residential homes to the east and west, and commercial and residential uses in between.

Otherwise, the redevelopment of the site will result in significant improvement to the site development quality, including upgraded landscaping, stormwater management, and architecture. The improvements are expected to have a positive benefit on the surrounding uses and the City of Marathon.

Therefore, the request is ***in compliance*** with the requirements of these sections.

C. The proposed use shall not adversely affect the health, safety, and welfare of the public;

The proposed conditional use is a redevelopment of an existing use which has not had any known impact to the health, safety and welfare of the public. No new impacts are expected to arise with the redevelopment. The infrastructure on the site will be upgraded and the site heavily landscaped, creating a substantial improvement to the sites.

Plans submitted with the project are suitable for the Conditional Use Approval as they relate to Chapter 107, Article 12, 100 Year Floodplain. Final review of floodplain compliance will occur as part of building permit issuance.

Therefore, the request is ***in compliance*** with the requirements of these sections.

D. The proposed conditional use minimizes environmental impacts, including but not limited to water, air, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment:

The existing conditions maps indicate the subject area is designated as Developed Land. A site inspection showed the current conditions as scarified with existing buildings and asphalt parking lot. Two of the parcels are designated as Turtle Nesting Beaches. Figure 6 shows the nesting beach areas in yellow. The structure that exist currently on site are within the turtle nesting beach setback. The applicant is proposing the new structures to be no further into the setback than the existing, and where possible to locate them further from the setbacks.

The area under redevelopment is not a turtle nesting beach. The remaining area that falls under the turtle nesting beach is limited to a berm and walkover which has been permitted under P2018-2251 (Site Work), P2019-0017 (Exterior remodel), P2019-0325 (repair dock). All development in designated as turtle nesting beaches must comply with Chapter 14, Article II of the Code of Ordinances.

Figure 6
Turtle Nesting Beach Map



Further improvements to water quality are expected to arise from stormwater improvements to the site, which should provide up-to-date treatment and eliminate any existing discharges to surface waters. The applicant has submitted preliminary stormwater plans suitable for the Conditional Use Application, and final plans are required prior to building permit issuance.

Site landscaping will be selected from Table 107.68.1, Appendix A, Article 8, Section 107 of the City of Marathon Code of Ordinances. The native vegetation will improve the environmental quality of the site and reduce irrigation needs. The applicant has submitted a detailed vegetation plan that is compliant with the landscaping requirements. Additionally, the applicant will provide additional landscaping to reduce light spillage onto neighboring properties and turtle nesting beaches.

Therefore, with conditions, the request is ***in compliance*** with the requirements of these sections.

- All lighting, beach raking, and redevelopment must comply with Article II of Chapter 14 of the Code of Ordinances.
- Setbacks in front of Casa del Sol is defined in permit P2019-0017 (Exterior remodel), P2019-0325 (dock repair).

E. Satisfactory provisions and arrangements have been made concerning the following matters, where applicable:

1. Ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in cases of fire or catastrophe;

The applicant has provided a breakdown of the proposed occupancy of the onsite buildings. The “Trip Generation Analysis” schedule provided in the Traffic Study indicated that there will be an increase in trip generation from the existing use to the proposed use for the site. The traffic study determined that based on the expected trip generation for the project, there would be no adverse effect on the operating characteristics of U.S. 1. The submitted study finds that the proposed expansion will not inhibit the safe flow of traffic travelling through the City of Marathon, and that no additional improvements are warranted on U.S. 1.

Ingress and egress to the property is being provided through driveways onto Overseas Highway. The trip generation analysis of the traffic study shows that currently the existing uses generate 304 daily trips from the 38 units. With the proposed hotel/resort 32 units, residential units, and commercial space, the daily trip would be a total of 394 total. Therefore, the proposed redevelopment would create an increase in trip generation by 90 trips.

Section 107.43 requires site triangles where the access drive intersects with the street. Clear site triangles must be shown on the site plan at time of building permit issuance.

The redevelopment of these properties will require additional fire suppression measures. The applicant has coordinated with the Fire Marshall on the proposed locations of new fire hydrants as well as fire sprinklers. Additional fire truck vehicle access and turnarounds are required.

Therefore, with conditions, the request is *in compliance* with the requirements of these sections.

- Clear sight triangles must be shown on the site plan at time of building permit issuance.
- All conditions of the Fire Marshall must be met prior to permit issuance.

2. Off-street parking and loading areas where required, with particular attention to item 1 above;

Parking requirements are outlined in Section 107.46 (Parking Schedule). The following table shows the parking requirement for the commercial uses on the parcel:

Use	Code Citation	Requirement	Spaces Required
Hotel or Motel	107.47.A	1 per every 3 employees	2
		1 per guest room	32
Retail		3 per 1,000 SF	6
		1 per employee at largest shift	2
Total Required			59
Total Provided			59

Section 107.52 includes a requirement that one handicapped space be provided for every 25 spaces required. For 59 spaces, three (3) handicapped spaces are required. Parking space sizes are 9' x 18' for 90 degree parking, and handicapped spaces are 12' x 21' as required by Code. The proposed site plan is consistent with the code requirements for parking and aisle width. Additionally, the applicant proposed that the parking for the hotel be handled through a valet, allowing for stacking parking under the motel structures.

The Code also requires bicycle parking to be provided for educational facilities, multifamily dwellings, commercial, institutional and industrial uses, as well as all developments adjacent to a bike path, at a rate of one (1) space for every ten (10) parking spaces, per Section 107.48. The developer has proposed a bike rack for the project// six bicycle spaces on site.

Therefore, with the conditions noted above, the request is *in compliance* with the requirements of these sections.

- Bike racks must be shown on the final site plan.

3. The noise, glare or odor effects of the conditional use on surrounding properties;

The proposed project consists of redevelopment of three existing commercial use. New lighting will be necessary for this project. The applicant has provided a typical lighting plan which conforms with the City of marathon LDR's. A more detailed lighting plan must be submitted for permitting purposes. The applicant's detailed plans should achieve the net result of no detrimental noise, glare or odors being generated by any of the uses.

Therefore, with conditions, the request is *in compliance* with the requirements of this section.

- A detailed lighting plan must be submitted before the project is permitted, including turtle lighting.

4. Refuse and service areas, with particular reference to locations, screening and Items 1 and 2 above;

5. Utilities, with reference to location and availability;

Chapter 107, Article 13, establishes the City’s Concurrency Management and certification requirements. This Conditional Use constitutes the City’s Concurrency Level of Service Certificate, as follows:

- Wastewater: The applicant is currently working with the Utilities department to accommodate the wastewater needs, and assess the additional impacts and wastewater fees.
- Water: The Florida Keys Aqueduct Authority currently provides potable water for the facility. Staff recommends a separate meter for irrigation and landscaping.
- Solid Waste: Marathon Garbage Service will provide solid waste disposal.
- Surface Water: The applicant has provided stormwater design information suitable for the Conditional Use application review which demonstrates compliance with City standards. However, a final stormwater plan will be required for building permit issuance.
- Recreation and Open Space: This redevelopment will have a de minimis impact on recreation and open space.
- Roadways: The applicant is redeveloping the site with a higher intensity than was contained within the prior development; therefore, a traffic study was completed to analyze the impact on transportation facilities.
- Educational Facilities: This redevelopment will have a de minimis impact on educational facilities since existing uses are being replaced in kind.

Therefore, with conditions, the request is *in compliance* with the requirements of these sections.

- City approval is required for the stormwater management system prior to Building Permit Approval.
- City approval of the modified connection to the City Wastewater Utility will be required.
- The Conditional Use Development Order will constitute the Certificate of Concurrency for the project. The determination will be valid for a one year.

6. Screening and buffering with reference to type, dimensions and character;

Table 107.66.1 establishes project boundary buffer standards applicable to the project. The subject parcel is zoned MU and is bordered by properties zoned RM, requiring a ‘high’ boundary buffer. The preliminary landscape plans show that this buffer is maintained. The final landscape plans must be approved by the City Biologist. The existing Casa del Sol property has a driveway within the buffer area that provides parking and access under the structure. Staff recommends landscaping as much as possible within the area without hindering the existing vehicle access.

Section 107.71 A. requires that parcels with a MU zoning designation provide a Type 1 Streetscape Treatment for all parcels along U.S. 1. The proposed landscape plan meets the minimum requirements. According to the Code, four canopy trees shall be planted in and about access points.

In additional smaller accent trees shall be planted every 120 feet and staggered midway between the large canopy trees. Additionally, all parking not located to the rear of buildings shall be screened from the right-of-way by a landscaped buffer along U.S. 1, including a continuous hedge or combination hedge and earth berm providing a three-foot high visual screen within two (2) years of planting.

Table 103.15.2 outlines setback requirements in the MU district as follow: front yard 0 – 30’; side yard 1 and 2, 0 – 10; interior side yard, 10; and, street side, 0-5’. Accessory structures, including pools, have a 10’ setback.

Table 106.28.1 outlines setbacks requirements for a principle structure on in-fill lots, along open water shorelines not adjacent to manmade canals, channels or basins, and which have been altered by the legal placement of fill, which are surrounded by significant development where principal structures are set back less than fifty (50) feet from the MHWL. A resource buffer distance is set at a 20 foot minimum.

This plan shows a 10’ setback on the front yard, 3’ setback on the western side, and a 14’ setback on the eastern side yard, and 50’ rear yard setback.

Section 107.36 A.1 states that for parcels in the MU district the required interior yard setback may be reduced through the conditional use process. The existing use has an interior setback of 10’, therefore so long as the proposed redevelopment meets all other setback requirements, the interior side setback is allowed at the proposed 10’.

Setback	Required	Required Landscape	Proposed	Compliant
Front	0-30	10	10	Y
East Side	0-10	20	14	N
West Side	0-10	N/A	3	Y
Shoreline	10	N/A	50	N

As mentioned above, the existing structures are further into the setbacks than is currently proposed. These are being pulled back to the greatest extent practicable. Additionally, TRC review can reduce the required landscape buffer distance in half. Therefore, the 20’ buffer can be reduced to 10’ making the existing driveway as compliant as possible.

Parking area landscaping is required by Section 107.66 of the Code. The City Biologist has reviewed the submitted parking area landscape plan and has found it to be in compliance with the code.

Therefore, with conditions, the request is *in compliance* with the requirements of these sections.

7. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding uses;

A review of sign requirements at this stage in development approval is not necessary. Signs for the project will be reviewed prior to issuance of building permit according to Chapter 107, Article 7, Signs.

Article 107.54 establishes criteria for lighting, including light pole light limitations and other technical criteria. Final lighting plans will be submitted along with final landscaping plans, and will include verification from the landscape architect that all provisions of the article are met.

Therefore, the request is ***in compliance*** with the requirements of these sections.

- All signs will be reviewed and approved for compliance with the City of Marathon LDR's.
- All final lighting plan must be submitted prior to building permit issuance, and must comply with turtle lighting requirements.
- A final landscaping plan must be submitted prior to building permit issuance.

8. Required yards and other open space;

Section 106.16 established required open space for the project. The site is scarified; therefore, a twenty percent open space requirement applies. Additionally, the shoreline open space requirement is 70% is open. For the 5,163 SF buffer area, the maximum coverage is 1,549 SF by accessory structures. The applicant proposes 1,000 SF, which exceeds the open space requirement.

Therefore, the request is ***in compliance*** with the requirements of these sections.

9. General compatibility with surrounding properties; and

The project is a redevelopment of long standing existing uses in an area of the City which has been acknowledged as an area suitable for redevelopment. Adjacent uses include a commercial establishment and residential uses. A redevelopment of existing hotels is expected to be fully compatible with these uses. The proposed project represents improvement to the current state of prior development, and is expected to increase compatibility with surrounding properties.

Section 107.40 restricts the height of buildings to 37' as measured from the crown of the roadway or unimproved grade. The site plans show that buildings range from 31' to 33'.

Therefore, the request is ***in compliance*** with the requirements of these sections.

10. Any special requirements set forth in the LDRs for the particular use involved.

Section 104.25 Hotels or Motels contains special requirements.

The following criteria are applicable to this redevelopment:

- As a condition of development, the developer and the City shall enter into a Development Agreement, in addition to compliance with all other provisions of the Code.

- All hotel or motels shall provide on- or off-site employee housing living space in an amount equal to a minimum of twenty (20) percent (as may be adjusted from time to time by Council policy to reflect economic conditions) of the approved floor area in guest units.

Therefore, with the conditions note above, the request is **in compliance** with the requirements of this section.

CONCLUSION:

The Conditional Use Approval is intended to allow for the integration of certain land uses and structures within the City of Marathon based on conditions imposed by the Council. Review is based primarily on compatibility of the use with its proposed location and with surrounding land uses. Conditional uses shall not be allowed where the conditional use would create a nuisance, traffic congestion, a threat to the public health, safety or welfare of the community.

The proposed redevelopment consists of the replacement and enhancement of a long standing existing commercial use. As such the development, including the overall upgrading and improvement of the site, furthers the policies for development in the City and is consistent with the Comprehensive Plan and Land Development Regulations. The project is compatible with surrounding uses, and is not expected to create a nuisance, traffic congestion or threat to public, health, safety or welfare.

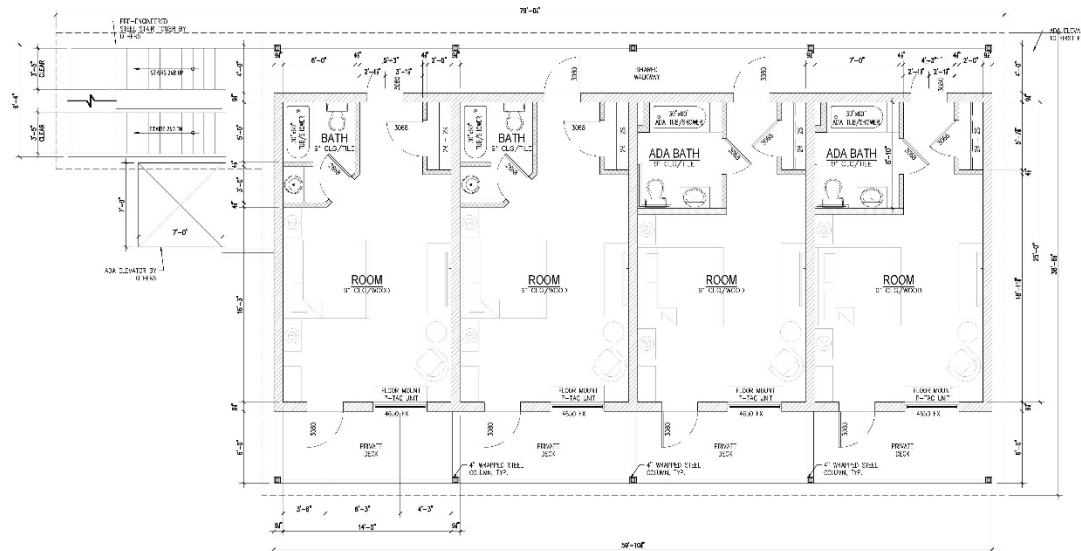
RECOMMENDATION:

The Planning staff recommends that the Planning Commission forward a recommendation of conditional approval of the Motel/Hotel/Resort to the City Council. The proposed conditions of approval are listed below.

Conditions of Approval

- 1) Redevelopment area not in turtle nesting beach. Area within the turtle nesting beach shall comply with setbacks established in P2018-0251, (Site Work), P2019-0017 (Exterior remodel), P2019-0325 (dock repair).
- 2) Clear sight triangles must be shown on the site plan at time of building permit issuance.
- 3) A detailed lighting plan must be submitted before permit issuance;
- 4) City approval is required for the stormwater management system prior to Building Permit Approval.
- 5) City approval of the modified connection to the City Wastewater Utility will be required;
- 6) The Conditional Use Development Order will constitute the Certificate of Concurrency for the project. The determination will be valid for one year;
- 7) All signs and turtle lighting will be reviewed and approved for compliance with the City of Marathon LDR's;
- 8) A final landscaping plan must be submitted prior to building issuance;
- 9) As a condition of redevelopment, the developer and the City shall enter into a Development Agreement, in addition to compliance with all other provisions of the Code.

- 10) All hotel or motels shall provide on- or off-site employee housing living space in an amount equal to a minimum of 20 percent (as may be adjusted from time to time by Council policy to reflect economic conditions) of the approved floor area in guest units;
- 11) The applicant will obtain any required permits from ACOE and DEP prior to building permit issuance;
- 12) The applicant will provide fire protection plans in accordance with fire protection requirements as outlined by the City Fire Marshall;
- 13) The applicant will meet all floodplain related requirements as part of the Building Permit process;

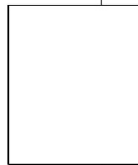


FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

CONSTRUCTION PROPOSED FOR
THE FOLLOWING LOCATION:
58162 OVERSEAS HIGHWAY
MARATHON, FL

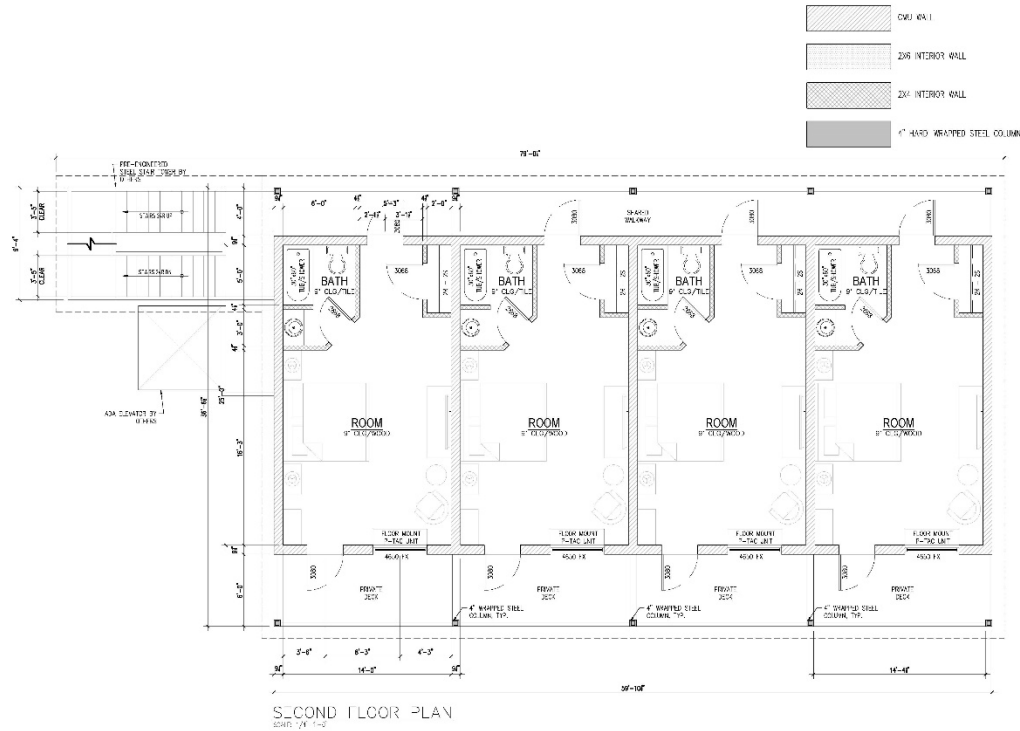
CAMPBELL ENGINEERING
CONSULTANTS, LLC
William R. Campbell, P.E. License #: 79289
Email: will@cedaik.com
Phone #: 305-735-4628

PLANS ARE NOT VALID
UNLESS SIGNED AND
DATED



PROJECT #
823
Date:
JAN. 7, 2019

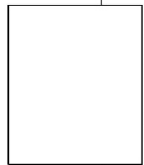
SHEET 2 of 7
SHEET #
A-1



CONSTRUCTION PROPOSED FOR THE FOLLOWING LOCATION:
58162 OVERSEAS HIGHWAY
MARATHON, FL

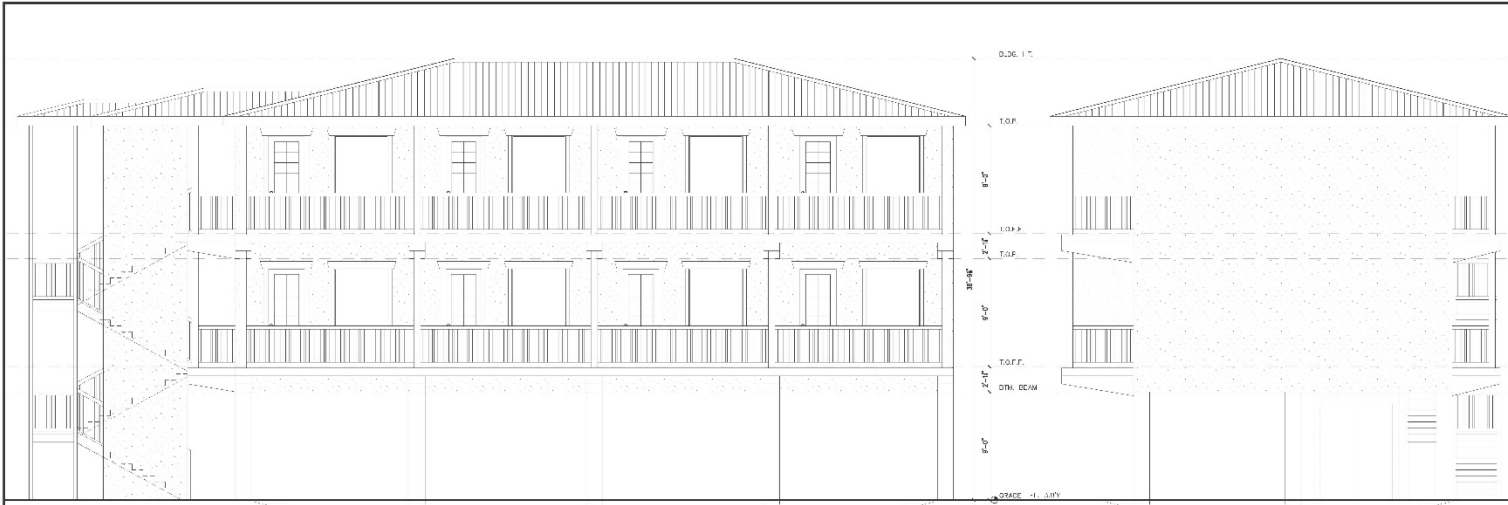
CAMPBELL ENGINEERING CONSULTANTS LLC
William R. Campbell, P.E. License #: 79289
Email: will@cedc.com
Phone #: 305-735-4628

PLANS ARE NOT VALID UNLESS SIGNED AND DATED



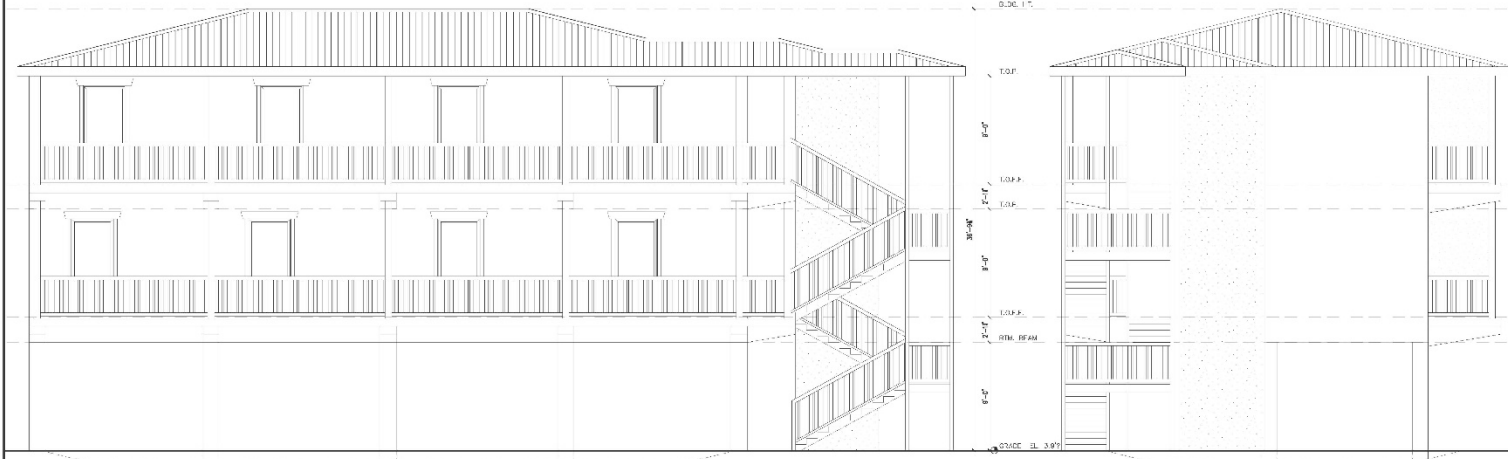
PROJECT #
823
Date:
JAN. 7, 2019

SHEET 3 of 7
SHEET #
A-2



REAR ELEVATION - BUILDING A
SCALE: 1/4" = 1'-0"

LEFT ELEVATION - BUILDING A
SCALE: 1/4" = 1'-0"



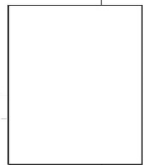
FRONT ELEVATION - BUILDING A
SCALE: 1/4" = 1'-0"

RIGHT ELEVATION - BUILDING A
SCALE: 1/4" = 1'-0"

CONSTRUCTION PROPOSED FOR
THE FOLLOWING LOCATION:
58162 OVERSEAS HIGHWAY
MARATHON, FL

CAMPBELL ENGINEERING
CONSULTANTS LLC
William R. Campbell, P.E. License #: 79289
Email: will@cecnk.com
Phone #: 305-735-4626

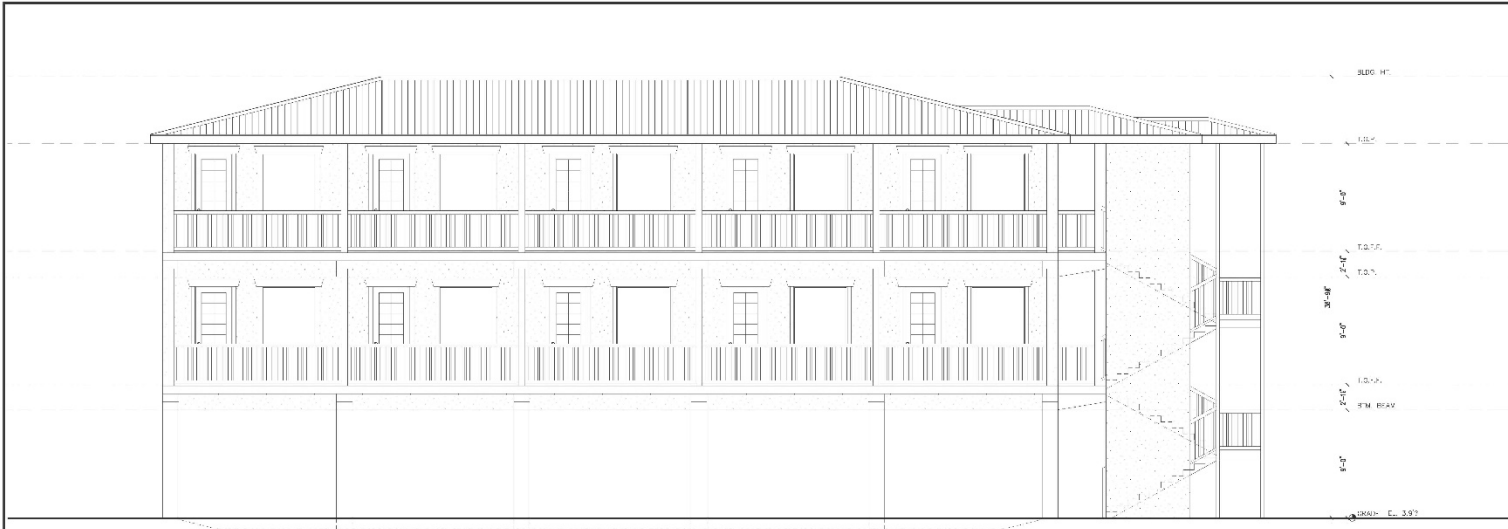
PLANS ARE NOT VALID
UNLESS SIGNED AND
DATED



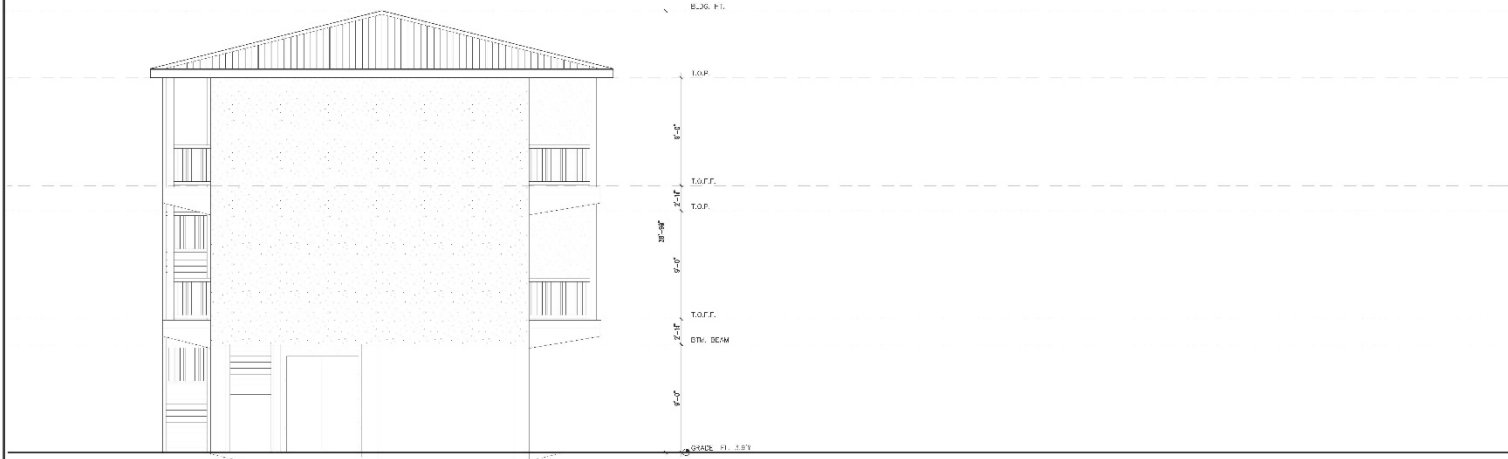
PROJECT #:
823
Date:
JAN. 7, 2019

SHEET 5 of 7

SHEET #
A-4



REAR ELEVATION - BUILDING B
 SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION - BUILDING B
 SCALE: 1/4" = 1'-0"

CONSTRUCTION PROPOSED FOR
 THE FOLLOWING LOCATION:
 58162 OVERSEAS HIGHWAY
 MARATHON, FL

CAMPBELL ENGINEERING
 CONSULTANTS LLC
 William R. Campbell, P.E. License #: 79289
 Email: will@cecank.com
 Phone #: 305-735-4626

PLANS ARE NOT VALID
 UNLESS SIGNED AND
 DATED



PROJECT #:
823
 Date:
JAN. 7, 2019

SHEET 7 of 7
 SHEET #
A-6

CONSTRUCTION PROPOSED FOR THE FOLLOWING LOCATION: 58162 OVERSEAS HIGHWAY MARATHON, FL
 WILLIAM R. CAMPBELL, P.E. LICENSE #: 79289
 EMAIL: WILL@CECANK.COM
 PHONE #: 305-735-4626



PLANNING COMMISSION AGENDA STATEMENT

Meeting Date: April 15, 2019

To: Planning Commission

From: George Garrett, Deputy City Manager / Planning Director

Agenda Item: **Ordinance 2019-XX** Amending The Official Zoning Map From Residential Low (RL) To Residential Medium (RM) For The Property Described As Lots 5 Through 9, Block 58, Crain's Subdivision, Marathon, Monroe County, Florida, Having Real Estate Numbers 00374600-000000, 00374610-000000, 00374620-000000, 00374630-000000, 00374640-000000; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The State Department Of Economic Opportunity; And Providing For An Effective Date Upon The Approval Of This Ordinance By The State Department Of Economic Opportunity.

APPLICANT/OWNER: John Timinsky

AGENT: John Wolfe & Barbara Mitchell

LOCATION: The subject property is located between 57478 Overseas Highway and 152E Overseas Highway, nearest Mile Marker 57.5, Having Real Estate Numbers 00374600-000000, 00374610-000000, 00374620-000000, 00374630-000000, 00374640-000000.

Location Map



REQUEST: Amend the Zoning Map for the subject properties from Residential Low (RL) to Residential Medium (RM). See Exhibits 1 & 2 below.

LOT AREA: The aggregated size of the parcel(s) is approximately 114,998 sq. ft.; 2.64 acres

BACKGROUND:

The current residential FLUM (Residential Low (RL)) and Zoning (Residential Low (RL)) prohibit the use of this parcel for residential uses. If all five parcels were unified through the Unity of Title process, one unit could be built. Therefore, this FLUM amendment is being sought in order to allow for the development of future residential structures. The total area proposed for FLUM / Zoning change is approximately 114,998 square feet. Currently, the site is vacant.

Table 1. Old vs. New Zoning & FLUM

	Pre 2005	Pre 2007	2005	2007
	OLD FLUM	OLD ZONING	CURRENT FLUM	CURRENT ZONING
Timinsky Parcels	Residential Low	Suburban Residential	Residential Low	Residential Low

Current and Proposed Future Land Uses and Zoning

Future Land Use Map Designation

Current: Residential Low (RL)
Proposed: Residential Medium (RM)

Land Use (Zoning) District Designation

Existing: Residential Low (RL)
Proposed: Residential Medium (RM)

Use of Properties

Existing: Vacant
Proposed: Vacant

The properties subject to the Zoning amendment are located on U.S. 1 nearest mile marker 57.5 and consists of a total of 5 parcels. The property is situated in an area with Mixed Use, Residential and Conservation land uses. Adjacent land uses include residential homes to the east and west, a commercial building to the west, the ocean to the south, and conservation and residential uses to the north.

The following table correlates existing uses with the existing FLUM and Zoning map:

Table 2. Existing Conditions

	<u><i>Existing FLUM</i></u>	<u><i>Existing Zoning</i></u>	<u><i>Existing Uses</i></u>
North	Conservation	Residential Conservation (R-C) Conservation Native Area (C-NA)	Lake Edna
East	Residential Low; Residential Medium; Mixed Use Commercial	Public; Residential High (RH)	Residences, Hotels
South	NA	NA	Ocean
West	Mixed Use Commercial; Residential Low	Mixed Use, Residential Low	Residences, commercial building

Existing Habitat

The existing conditions maps shows the parcel contained predominately invasive exotics. Hurricane Irma caused significant damage to the property. High winds caused many large trees to be felled and the storm surge killed many more. The applicant applied for and obtained an invasive exotic removal permit to remove the Australian pines on site. Therefore, the proposed site of construction is cleared. The parcel remains vacant and contains native wetland vegetation species that are reemerging at a rapid growing pace. Documented wetlands were identified as disturbed saltmarsh habitat in the low elevation and narrow shoreline beach transitional zone or ecotone of the parcels. The property is recognized habitat to a number of state or federally listed animals. Notably the shoreline has been established as turtle nesting habitat.

FEMA

The property is located within multiple flood zones that range from AE 8 to AE 10 and VE 11 to VE 13 Flood zones, pursuant to the FIRM map, effective date February 18, 2005. The property also lies within Cat1 through Cat3 SLOSH boundaries.

Zoning and Land Use History

The City has not made any amendments to the FLUM or zoning map associated with this property since the adoption of the Current FLUM and Zoning Maps in 2005 & 2007 respectively. The property has historically had land use and zoning designations of Low to medium density residential uses.

ANALYSIS OF ZONE CHANGE REQUEST:

Section 102.64 of the Land Development Regulations requires that the following standards and criteria be considered in any rezoning application. Each criteria and explanation of relevance to this application are listed below:

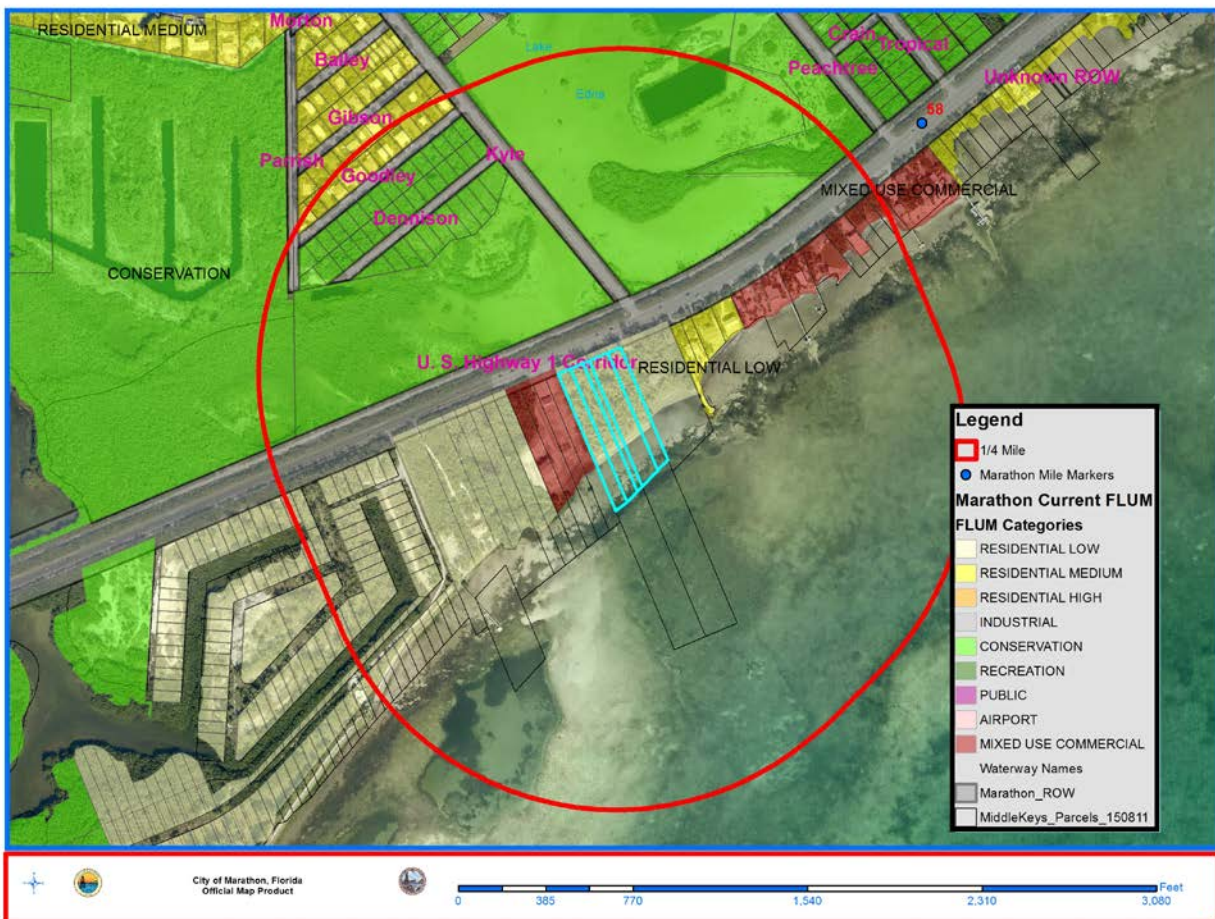
A. **Consistency:** The proposed rezoning is consistent with the Comprehensive Plan and the LDRs.

The proposed zoning change is consistent with the existing FLUM designation and the Comprehensive Plan Goals, Objectives and Policies

It is staff's finding that the request is *in compliance* with this review criterion.

B. **Compatibility:**

In accordance with neighborhood planning practices, a ¼ mile buffer was applied to the property in order to analyze compatibility with surrounding Future Land Uses and Zoning.



Predominately the FLUM designation for this area is Mixed Use along US1 Ocean Side, and Conservation US1 Gulfside. If the proposed zoning change were approved, Residential zoning categories would change from Residential Low to Residential Medium.

While it is clear that the cumulative changes to land use/ zoning proportions are minimal, the location of the proposed change along the larger MU boundary with RM in the neighborhood has the

potential for creating less compatibility issues. These issues are best addressed on a site specific basis as development proposals are presented.

The proposed change to Residential Medium (RM) would make the zoning consistent with similar zoning abutting US1. It is suggested that staff consider looking into FLUM and Zoning changes for the remaining single family parcel currently zoned residential low, as the use is nonconforming to density, and this would create further consistency.

The applicant provided analysis of 112 parcels located along US1 Oceanside. Of these 61 were zoned RM. Of the RM 67% were developed, 12% vacant, and 21% are unbuildable based upon size and habitat. There are 15 RL parcels, 6 of which are developed, and 9 remain vacant. Five of the nine are part of this Zoning and FLUM change request. The remaining 4 are largely environmentally sensitive and have upland acreage of .1, .3, .25, and 1.0.

The proposed rezoning is compatible with the present zoning pattern and conforming uses of nearby property and the character of the surrounding area. Therefore, it is staff's finding that the request is *in compliance* with this criterion.

C. **Development Patterns:** The proposed rezoning shall result in logical and orderly development patterns.

As stated in B, above, the rezoning of the lots to Residential Medium (RM) would make the zoning consistent with the adjacent zonings along US1. The properties are currently vacant, and any redevelopment would have to comply with all regulations as set forth in the Comprehensive Plan, Land Development Regulations and Florida Building Code.

Therefore, it is staff's opinion that the request is *in compliance* with this criterion.

D. **Suitability:** The affected property is suitable for the uses that are permitted by the proposed zoning districts.

Many of the parcels are residential, and primarily within the single family market rate category. Any future redevelopment would have to be compliant with the permitted uses within the RM zoning district, of which single family residences are permitted as of right, pending allocations.

Therefore, it is staff's opinion that the request is *in compliance* with this criterion.

E. **Adequate Public Services:** The proposed rezoning is consistent with the adequate public facilities requirements of the Plan.

Adequate supply of public services is present to accommodate the proposed rezoning. Wastewater, potable water, solid waste, and stormwater measures can be easily completed to accommodate new development.

Therefore, it is staff's opinion that the request is *in compliance* with this criterion.

F. **Access:** Available ingress and egress is adequate for potential uses in the proposed zoning district.

Currently the parcels are vacant, and there is no direct access points onto US1. A traffic study was completed and shows that US1 has the carrying capacity for the increased units. Access permits will be required with Florida Department of Transportation.

Therefore, it is staff's opinion that the request is *in compliance* with this criterion.

G. **Public Health, Safety, and Welfare:** The uses allowed within the proposed zoning district shall not adversely affect health, safety, and welfare.

Any new development will be required to meet current regulations regarding landscaping, buffers, setbacks, stormwater management and other LDRs. The proposed redevelopment associated with the overall project should have a positive impact on the area and surrounding properties.

Therefore, it is staff's opinion that the request is *in compliance* with this requirement.

Section 102.66. – Residential Density Restriction.

In compliance with density standards adopted and approved by DEO, it should be noted, that RL requires 2two acres for affordable housing, as well as two acres for market rate housing. Therefore the change amounts to a maximum difference in twenty five affordable units, and if market rate, an increase in thirteen units.

SUMMARY:

The applicant has requested a change in the Zoning Map designation for properties located between 57478 Overseas Highway and 152E Overseas Highway, nearest Mile Marker 57.5. Currently the properties are designated as Residential Low (RL). The applicant is requesting a change to Residential Medium (RM), which will make the zoning consistent with the development along US1.

Staff finds the proposed rezoning consistent with the standards and tenants of Chapter 163 and 380 F.S., and the City's Comprehensive Plan adopted under the requirements of theses statutes and rules.

RECOMMENDATION:

Based on the above information staff recommends that Planning Commission provide a recommendation for approval to the City Council, supporting a zoning change from RL to RM.

EXHIBIT 1

EXISTING & PROPOSED ZONING MAPS

Existing ZONING



Proposed ZONING



PLANNING COMMISSION AGENDA STATEMENT



Meeting Date: April 15, 2019
To: Planning Commission
From: George Garrett, Planning Director

Agenda Item: An Ordinance Of The City Of Marathon, Florida Amending The Future Land Use Map From Residential Low (RL) To Residential Medium (RM) For The Property Described As Lots 5 Through 9, Block 58, Crain’s Subdivision, Marathon, Monroe County, Florida, Having Real Estate Numbers 00374600-000000, 00374610-000000, 00374620-000000, 00374630-000000, 00374640-000000; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The State Department Of Economic Opportunity; And Providing For An Effective Date Upon The Approval Of This Ordinance By The State Department Of Economic Opportunity.

APPLICANT/OWNER: John Timinsky

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LOCATION: The subject property is located between 57478 Overseas Highway and 152E Overseas Highway, nearest Mile Marker 57.5, Having Real Estate Numbers 00374600-000000, 00374610-000000, 00374620-000000, 00374630-000000, 00374640-000000.

Location Map



REQUEST: Amend the FLUM Map for the subject properties from Residential Low (RL) to Residential Medium (RM). See Exhibits 1 & 2 below.

LOT AREA: The aggregated size of the parcel(s) is approximately 114,998 sq. ft.; 2.64acres

BACKGROUND:

The current residential FLUM (Residential Low (RL)) and Zoning (Residential Low (RL)) prohibit the use of this parcel for residential uses. If all five parcels were unified through the Unity of Title process, one unit could be built. Therefore, this FLUM amendment is being sought in order to allow for the development of future residential structures. The total area proposed for FLUM / Zoning change is approximately 114,998 square feet. Currently, the site is vacant.

Current and Proposed Future Land Uses and Zoning

Future Land Use Map Designation

Current: Residential Low (RL)
Proposed: Residential Medium (RM)

Land Use (Zoning) District Designation

Existing: Residential Low (RL)
Proposed: Residential Medium (RM)

Use of Properties

Existing: Vacant
Proposed: Vacant

Surrounding FLUM, Zoning and Uses

The properties subject to the Zoning amendment are located between 57478 Overseas Highway and 152E Overseas Highway, and consists of five parcels. The property is situated in an area with Mixed Use, Residential and Conservation land uses. Adjacent land uses include residential homes to the east and west, a commercial building to the west, the ocean to the south, and conservation and residential uses to the north.

The following table correlates existing uses with the existing FLUM and Zoning map:

Table 1. Existing Conditions

	<u><i>Existing FLUM</i></u>	<u><i>Existing Zoning</i></u>	<u><i>Existing Uses</i></u>
North	Conservation	Residential Conservation (R-C) Conservation Native Area (C-NA)	Lake Edna
East	Residential Low; Residential Medium; Mixed Use Commercial	Public; Residential High (RH)	Residences, Hotels
South	NA	NA	Ocean
West	Mixed Use Commercial; Residential Low	Mixed Use, Residential Low	Residences, commercial building

Existing Habitat

The existing conditions maps shows the parcel contained predominately invasive exotics. Hurricane Irma caused significant damage to the property. High winds caused many large trees to be felled and the storm surge killed many more. The applicant applied for and obtained an invasive exotic removal permit to remove the Australian pines on site. Therefore, the proposed site of construction is cleared. The parcel remains vacant and contains native wetland vegetation species that are reemerging at a rapid growing pace. Documented wetlands were identified as disturbed saltmarsh habitat in the low elevation and narrow shoreline beach transitional zone or ecotone of the parcels. The property is recognized habitat to a number of state or federally listed animals. Notably the shoreline has been established as turtle nesting habitat.

FEMA

The property is located within multiple flood zones that range from AE 8 to AE 10 and VE 11 to VE 13 Flood zones, pursuant to the FIRM map, effective date February 18, 2005. The property also lies within Cat1 through Cat3 SLOSH boundaries.

FLUM and Land Use History

The City has not made any amendments to the FLUM or zoning map associated with this property since the adoption of the Current FLUM and Zoning Maps in 2005 & 2007 respectively. The property has historically had land use and zoning designations of low to medium density residential uses.

DEVELOPMENT ANALYSIS:

Current Zoning: Residential Low (RL)

Section 103.12 (F). Residential Low

Section 103.12 (F) of the Land Development Regulations states, “The RL District is intended to establish areas of low-density residential uses characterized by single-family detached dwellings, designated within the Residential Low (RL) future land use category on the Future Land Use Map (FLUM)”.

Residential Low (RL) Allowable Density

Market Rate – .5 units per acre

Affordable – .5 units per acre

Proposed Zoning: Residential Medium (RM)

Section 103.12 (C). Residential Medium Districts

Section 103.12 (C) of the Land Development Regulations states, “The RM District is intended to establish areas of low- to medium-density residential uses characterized principally by single-family detached and two-family dwellings, designated within the Residential Medium (RM) future land use category on the Future Land Use Map (FLUM)”.

Residential Medium (RR) Allowable Density

Market Rate – 5 Units per acre

Affordable – 10 units per acre

ANALYSIS OF ZONING CHANGE REQUEST:

Compliance Discussion

Relevant criteria promulgated in Chapter 163, 380, can be itemized in bullets as follows based on the critical concerns more specifically identified in the City’s comprehensive plan:

- Natural Resource Protection
 - Wetlands
 - Estuaries
 - Living marine resources
 - Beaches / Dunes
 - Unique wildlife habitat
 - Water Quality
- Historical Resources
- Infrastructure / Concurrency Management
 - Wastewater
 - Stormwater
 - Potable Water
 - Solid Waste
 - Transportation
- Affordable Housing

- Hazard Mitigation
 - CHHA
 - Hurricane Evacuation
- Ports
 - Marina Siting
- Public Use
 - Shoreline use and Access
 - water dependent and independent activity
- Land Acquisition
 - Conservation
 - CHHA
 - Public Services

These bullet items will be utilized as the focus points for review of the proposed zoning amendment and for future comprehensive plan amendments.

Natural Resources

Direct impacts to natural resources would differ minimally as a result of the proposed FLUM change. The area proposed for a FLUM change is vacant and mostly scarified. The wetland areas are transitional along the beach area.. There are no estuaries, grade change limits the beach to a narrow strip without a natural berm. The beach area is classified as potential nesting habitat for sea turtles. No living marine resources adjacent to the subject area will be adversely impacted by the proposed change in the FLUM map. No modifications such as hardened shoreline structures are proposed.

The existing conditions maps shows the parcel contained predominately invasive exotics. Hurricane Irma caused significant damage to the property. High winds caused many large trees to be felled and the storm surge killed many more. The applicant applied for and obtained an invasive exotic removal permit to remove the Australian Pines on site. Therefore, the proposed site of construction is cleared. The parcel remains vacant and contains native wetland vegetation species that are reemerging at a rapid growing pace. Documented wetlands were identified as disturbed saltmarsh habitat in the low elevation and narrow shoreline beach transitional zone or ecotone of the parcels. The property is recognized habitat to a number of state or federally listed animals. Notably the shoreline has been established as potential turtle nesting habitat.

The proposed FLUM amendment is consistent with these provisions of the Comprehensive Plan and Chapters 16 and 380 F.S.

Historical and Cultural Resources

Protection of historical and cultural resources is crucial under the City’s Comprehensive Plan, Chapters 163 and 380 F.S.

There are no known historical or cultural resources associated with the subject properties or within the area of the requested FLUM change. Therefore, the FLUM change would have no impacts on historical or cultural resources. The proposed FLUM amendment is therefore consistent with these provisions of the Comprehensive Plan and Chapters 16 and 380 F.S.

Infrastructure

• Wastewater infrastructure

Wastewater as an issue of infrastructure capacity and means of water quality protection represents the backbone to the City's Comprehensive Plan, the tenants of Chapters 163 and 380 F.S. The subject property inclusive of the area of the proposed FLUM change is served by the Area 5 sewer infrastructure. The Utility Manager for the City of Marathon reviewed the proposed FLUM changes and determined that there would be no adverse impact on sewer capacity if the proposal were approved.

The proposed FLUM change would maintain concurrency levels of wastewater infrastructure capacity and provide limited or no adverse impact resulting from nutrient loading. The proposed FLUM amendment is, therefore, consistent with these provisions of the Comprehensive Plan and Chapters 16 and 380 F.S.

• Stormwater infrastructure

Stormwater infrastructure capacity and means of water quality protection represents another of the backbone elements of the City's Comprehensive Plan, the tenants of Chapters 163 and 380 F.S. The City of Marathon requires that all property owners retain their stormwater on site. All proposals for new developments, and redevelopments, must submit detailed civil engineering plans for review by the City Engineer. Proposals for redevelopment would have to obtain all required permits through other applicable agencies, such as the Department of Environmental Protection & South Florida Water Management District.

An approved Stormwater plan exists for this property concurrent with the construction of the single family residence in 2006. No increase in impervious area is proposed. The proposed FLUM amendment is therefore consistent with these provisions of the Comprehensive Plan and Chapters 16 and 380 F.S.

• Potable Water

Monroe County's potable water facilities do not critically constrain the amount of future growth that can be accommodated in the County (see End Note 1). The current FKAA Consumptive Use Permit, when compared to current potable water consumption rates, will provide sufficient potable water to accommodate existing and committed development plus an additional 18,258 equivalent residential units (ERU's) in unincorporated and incorporated Monroe County. The FKAA's Consumptive Use Permit has been renewed (see End Note 1). Costs of improvements to upgrade facilities for potable water supply, treatment and distribution, in order to accommodate future growth impacts, would

not be borne by the City, as this utility is private and would be in the FCAA's CIP, not the City's.

An increase in potable water demand is not expected as part of the proposed FLUM change, any increase would have a diminimus impact on potable water infrastructure capacity. The proposed FLUM amendment is, therefore, consistent with these provisions of the Comprehensive Plan and Chapters 16 and 380 F.S.

- **Solid Waste**

Solid waste capacity is managed in the Florida Keys under haul-out contracts to mainland solid waste facilities. There are currently no limits on solid waste capacity that would be impacted by this FLUM proposal.

The proposed FLUM change would maintain concurrency levels of solid waste infrastructure capacity. The proposed FLUM amendment is, therefore, consistent with these provisions of the Comprehensive Plan and Chapters 16 and 380 F.S.

- **Transportation**

The requested FLUM change is not expected to have an adverse impact on roadway capacity.

Monroe County's roadway facilities do not critically constrain the amount of future growth that can be accommodated in the County or the City (see End Note 1). Although localized deficiencies characterize several segments of US 1, sufficient reserve capacity exists in the overall roadway system to accommodate existing and committed development plus an additional 5,738 residential units (see End Note 1). Only 2,550 were allocated to unincorporated Monroe County in 1992, of which 150 went to the City. Thus, there is reserve capacity on US 1 to accommodate planned growth in the City (see End Note 2).

The proposed FLUM change would maintain concurrency levels of transportation on U.S. Highway 1. The proposed FLUM amendment is, therefore, consistent with these provisions of the Comprehensive Plan and Chapters 16 and 380 F.S.

Affordable Housing

Affordable housing is an important issue in the Florida Keys and throughout the state of Florida. The City has well over 200 developed or approved affordable housing units. The proposed FLUM change would facilitate a potential for increased affordable housing on site. The proposed FLUM category allows for a potential increase of twenty four (24) units of affordable housing versus the existing FLUM category which currently allows one (1).

The proposed FLUM change will have the effect of enhancing the potential for affordable housing projects. The proposed FLUM amendment is therefore consistent with these provisions of the Comprehensive Plan and Chapters 16 and 380 F.S.

Hazard Mitigation

- **Coastal High Hazard Areas**

The entirety of the parcel is not within the Coastal High Hazard Area (CHHA). Any proposed structures must comply with the provisions of the local City of Marathon Floodplain Regulations, in accordance with the standards as set forth in the National Flood Insurance Program (NFIP).

- **Hurricane Evacuation**

The critical carrying capacity constraint at the present time is related to the requirement that hurricane evacuation clearance times for Monroe County be maintained at or below 30 hours through the Year 2002, and further reduced to 24 hours by 2010 (see End Note 1).

The Florida Department of Economic Opportunity in conjunction with sister state agencies and the participation of all local governments completed an analysis this year of current hurricane evacuation constraints. It was determined that under defined conditions, the County was able to maintain a 24 hour evacuation time while continuing the current ROGO and BPAS allocation formulas. Thus, for the ensuing ten (10) years the City will continue to be able to issue 30 residential allocations per year.

The proposed FLUM change would have a positive impact on hurricane evacuation times with the BPAS system in place. The proposed FLUM amendment is, therefore, consistent with these provisions of the Comprehensive Plan and Chapters 16 and 380 F.S.

Ports – Marina Siting

Staff believes that the proposed FLUM change will have no adverse impact on ports management or the City’s Marina Siting Plan. Marinas are allowed under a conditional use permit in the Mixed Use (MU) zoning district under the City’s Land Development Regulations; the existing and proposed zoning would not support any Marina development.

The proposed FLUM amendment is, therefore, consistent with these provisions of the Comprehensive Plan and Chapters 16 and 380 F.S.

Public Use – Access to Water

The proposed FLUM amendment is located on the Atlantic Ocean. There is no public access to the water from this location.

Staff believes that the proposed FLUM change will have no adverse impact on public access to water. The proposed FLUM amendment is, therefore, consistent with these provisions of the Comprehensive Plan and Chapters 16 and 380 F.S.

Land Acquisition

Land acquisition in the Florida Keys is carried out by the City, County, State, and to a limited extent the federal government for the purposes of resource conservation and management, removal of properties in the CHHA from public ownership, and to provide for public services and facilities. The subject parcels are not on the Florida Forever boundary map.

The proposed FLUM change would have no impact on land acquisition efforts of the above mentioned entities. The proposed FLUM amendment is, therefore, consistent with these provisions of the Comprehensive Plan and Chapters 16 and 380 F.S.

SUMMARY:

The applicant has requested a change in the Zoning Map designation for the property located between 57478 Overseas Highway and 152E Overseas Highway, nearest Mile Marker 57.5. Currently the property is designated as Residential Low (RL). The applicant is requesting a change to Residential Medium (RM), which will make the zoning consistent with the surrounding use on the nearby properties.

Staff finds the proposed rezoning consistent with the standards and tenants of Chapter 163 and 380 F.S., and the City’s Comprehensive Plan adopted under the requirements of these statutes and rules.

RECOMMENDATION:

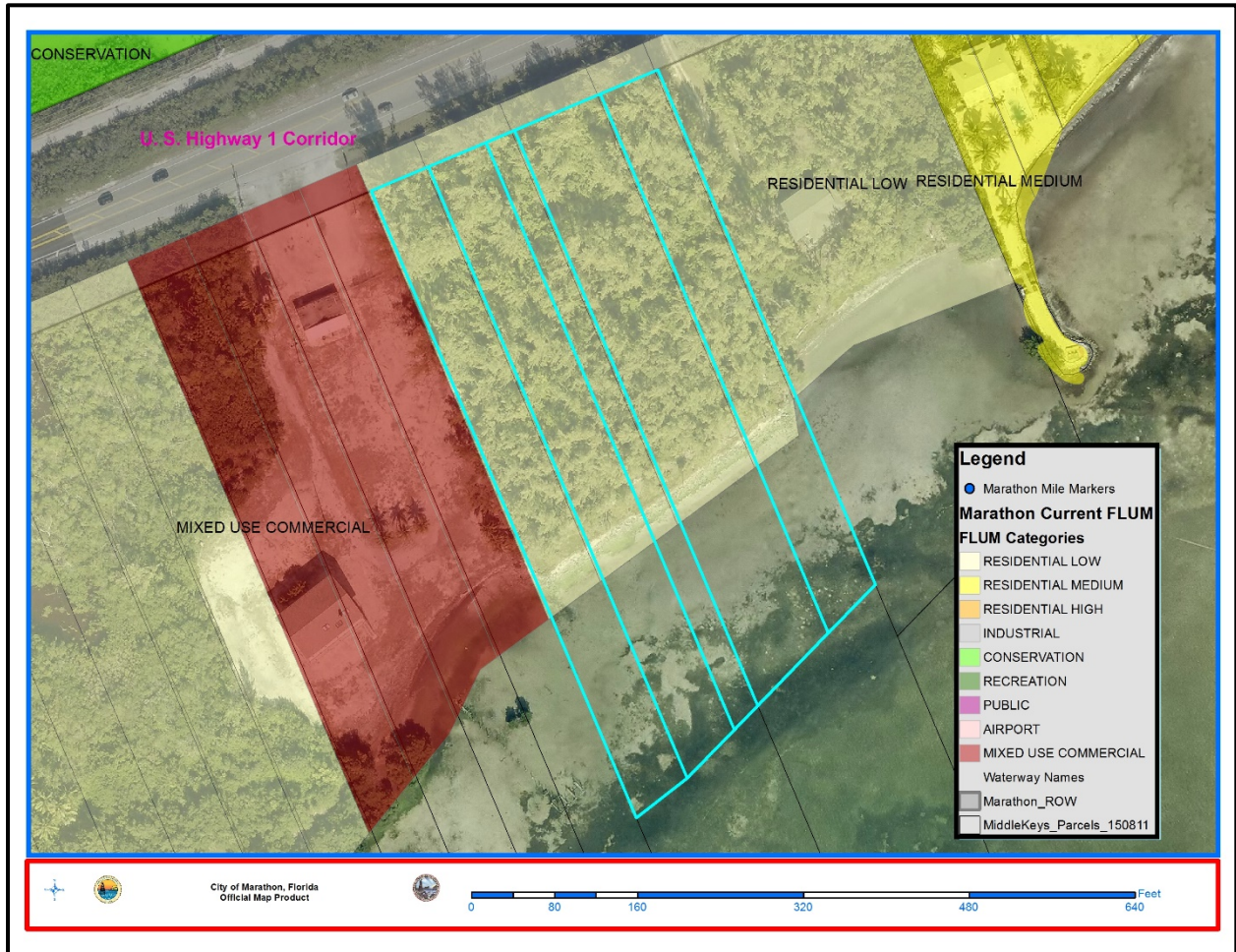
Based on the above information, the Marathon Planning Department staff recommends that the Planning Commission forward a recommendation to Council for transmittal of the request to amend the City of Marathon Official Zoning Map for the subject parcel from Residential Low (RL) to Residential Medium (RM).

End Notes:

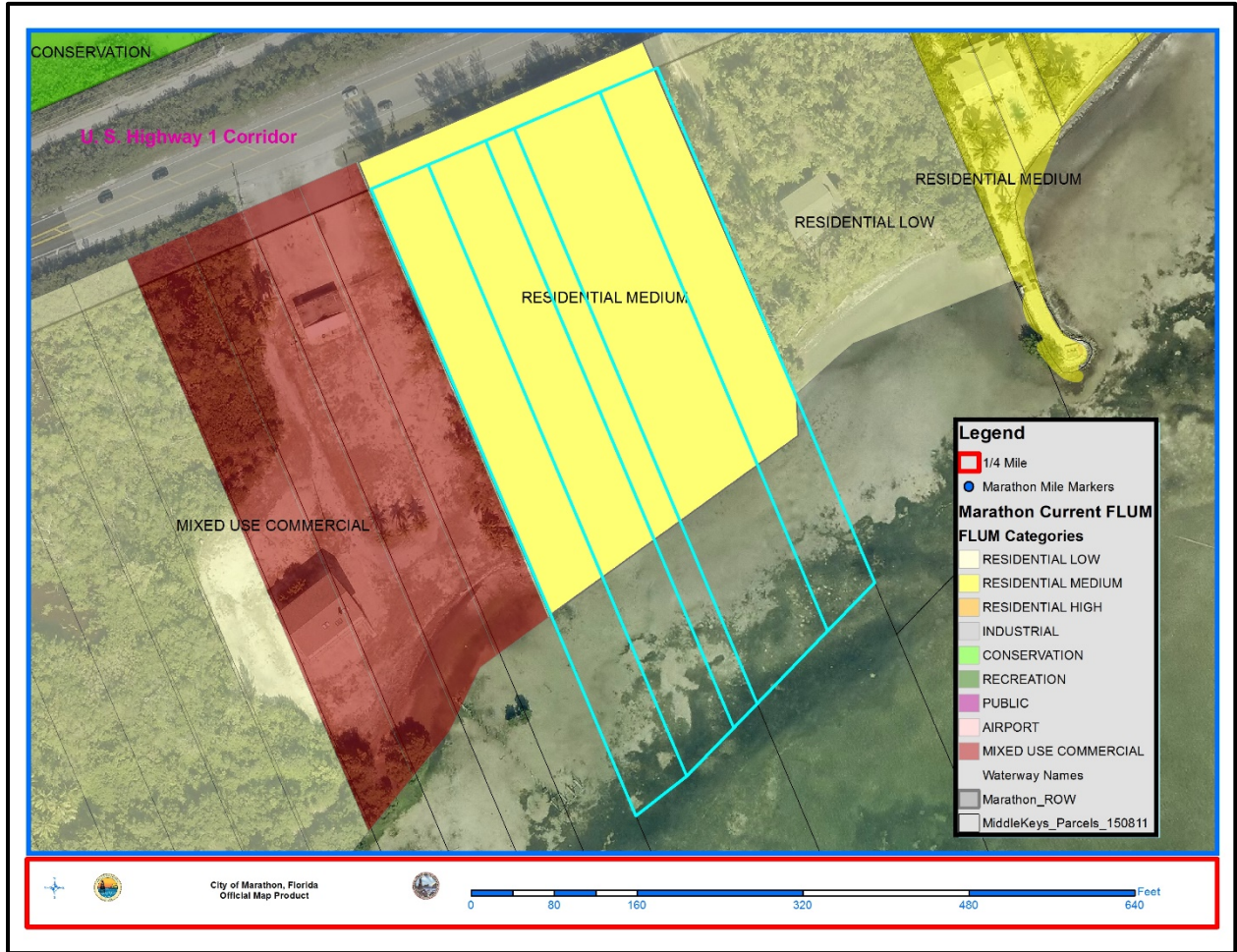
1. The source of the future land use analysis based on carrying capacity limitations can be found in the Monroe County Comprehensive Plan Technical Document (Data and Analysis) Section 2.4 (pp2-86 – 2-95).
2. City of Marathon, Comprehensive Plan Data and Analysis, page 10.

**EXHIBIT 1
EXISTING & PROPOSED ZONING MAPS**

Existing Future Land Use Map (FLUM)



Proposed Future Land Use Map (FLUM)



Proposed Future Land Use Map (FLUM)

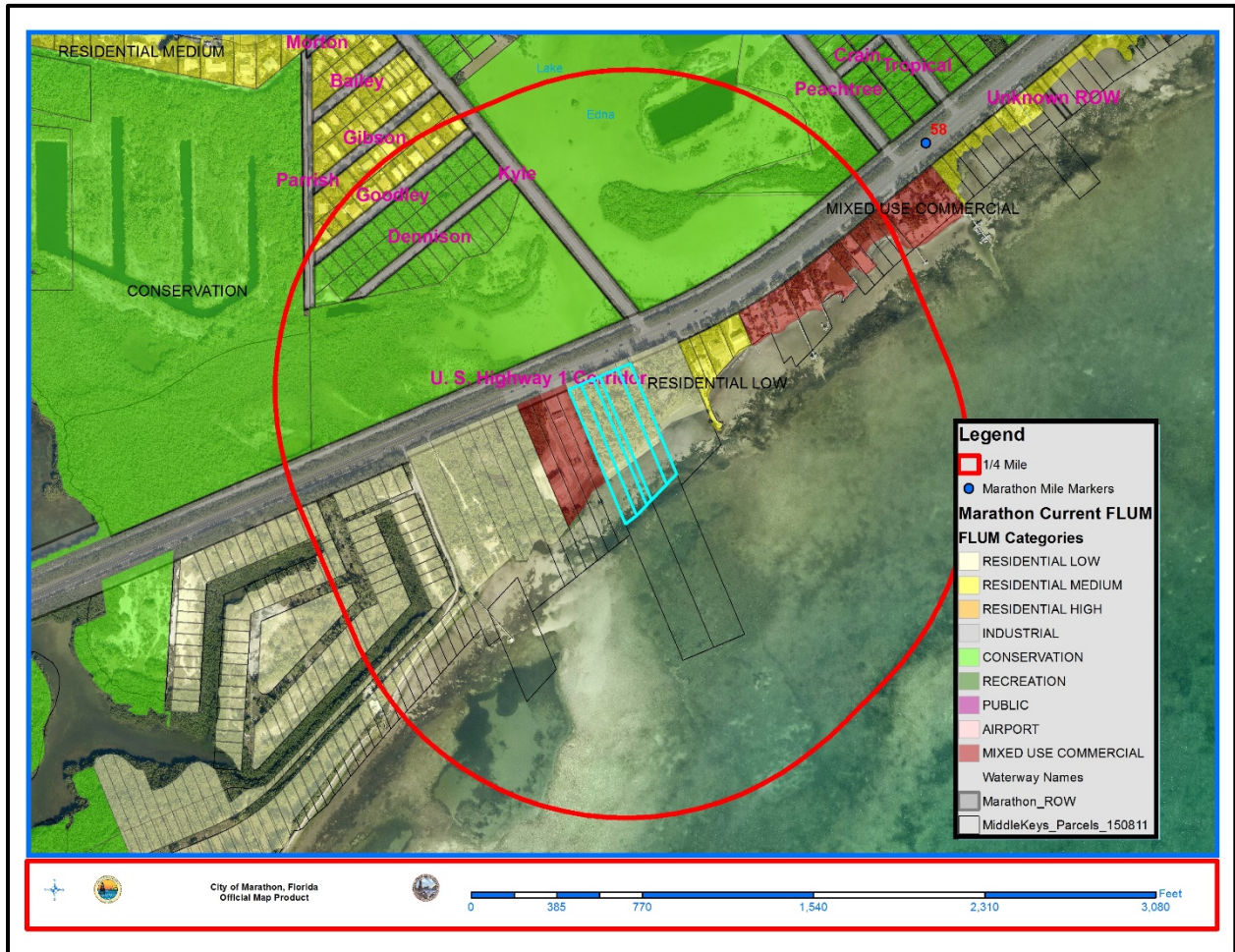


EXHIBIT 2 EXISTING & PROPOSED ZONING MAPS

Existing ZONING



Proposed ZONING



PLANNING COMMISSION AGENDA STATEMENT

Meeting Date: April 15, 2018

To: Planning Commission

From: George Garrett, Planning Director / Doug Lewis, Building Official

Agenda Item: An Administrative Appeal Filed By Chad Tracy Regarding The Decision Of The City Of Marathon Denying Permit P2018-0787 Based On A Decision By The City That The Residence In Question Was Substantially Damaged Pursuant To Chapter 107, Article 12, "Floodplain Management," For Property Located At 868 73rd Street Ocean, Lot 11, Fields Subdivision, Key Vaca, And Having Real Estate Number 00342330-000000, Nearest Mile Marker 51.

APPLICANT/ OWNER: Chad T. Tracy

AGENT: James Lupino / Lupino, Hershoff, & Yagel, LLP

LOCATION: The project site is located at 868 73rd Street Ocean. See Figure 1.

REQUEST: Overturn the decision of the Planning Director and Building Official to deny Permit 2018-0787.

CITY'S POSITION: This appeal case is relatively simple – did the Applicant, in completing the work done thus far, exceed fifty percent (50%) of the value of the residence prior to Hurricane Irma. Without completing any calculations as such, **Exhibit 14** documents clearly the extent of work completed to the date of the Stop Work Order placed on the property in question, 868 73rd Street, Ocean. **This house has been virtually rebuilt, including additions.**

**Figure 1
Project Site**



EXISTING CONDITIONS:

The project site consists of a single property. One single family residence exists on the site.

LOT SIZE:

Total acreage: Approx. 0.21 Acres or 9,000 square feet

FUTURE LAND USE AND ZONING MAP DESIGNATION:

Residential Medium (RH). See Figure 2 A & B.

**Figure 2
FLUM / Zoning Map**



SURROUNDING ZONING AND USES:

	<u>Zoning</u>	<u>Use</u>
North	RH	Residential / Keys Affordable Development
East	MU	Mixed Residential / Commercial
South	RH	Residential
West	RH / R-MH	Residential / Keys Affordable Development/Trailer Ranch

FEMA NFIP FLOOD MAP:



PROPOSED REDEVELOPMENT:

The Owner of the property sought to repair the residence located at 868 73rd Street Ocean after the impacts of Hurricane Irma.

BACKGROUND:

On or about November 24, 2017 Code Compliance Director, Stacy Charlton spoke with a bank representative concerning the property in question as the property was then in foreclosure. At that time the bank was provided with a “Substantial Damage” letter indicating that the City believed that the structure had been Substantially Damaged as a result of the impacts of Hurricane Irma (**Exhibit 1**)

On or about January 26, 2018 a Notice of Violation (NOV) was otherwise sent to the bank for a failure to connect to sewer. On or about March 12, 2018 the City agreed to withhold a Code Compliance Board hearing as the property was then under contract and a closing was pending. It was the City's understanding at that time the structure would be demolished post sale. See **Exhibit 2**.

On or about March 26, 2018 an application was made by Mr. Chad Tracy to repair Irma damage, including 1,000 square feet of drywall, replacement of cabinets, paint interior trim and to complete roof repair using polyglass over an existing wood deck. The owner also sought to connect to sewer.

On or about March 29, 2018 the requested permit was placed in the City's "pending files" awaiting a requested Substantial Damage package and City determination based on that package. The file was also "pended" based on a request for sewer connection drawings.

After submittal of a Substantial Damage package and further review, it was determined by the City that work would not exceed fifty percent of the structure's value (definition of Substantial Damage) and the permit file was moved forward for pricing and the issuance of a permit.

On or about May 3, 2018, it was determined by the City that work had begun without a permit and that the work exceeded the previously requested permit and the work proposed as part of the filed Substantial Damage package. At that time, Mr. Tracy or his representative, indicated that they were proceeding with the work using a Private Provider to complete necessary inspections. The City had no documentation for the use of a Private Provider on this project.

On or about May 4, 2018 a "Stop Work Order" was placed on the site.

On or about May 9, 2018 a revised application was provided to the City for the work that had been done, in addition to that requested in the original permit application.

On or about May 18, 2018 the Planning Department sent an Email indicating that the new application did not reflect all of the additional work completed and that the update to the Substantial Damage package was therefore deficient. On or about May 23, 2018, the owner supplied revised plans and a revised Substantial Damage package.

On or about June 29, 2018, the City determined that the work completed exceeded fifty percent of the value of the structure pre-hurricane Irma and therefore, that the structure was Substantially Damaged. Such structures must be elevated and repaired to meet the requirements of the City's Floodplain Management and Florida Building Code or be demolished and replaced to meet the same Codes.

On or about October 3, 2018 the City issued a Notice of Unsafe Building as the building was open and unoccupied. On or about October 26, 2018 the requested permit (March 26, 2018) was denied based on an exceedance of the Substantial Damage Fifty Percent (50%). See **Exhibit 3**. After meeting with Mr. Tracy, a final denial letter was issued on or about December 20, 2018. See **Exhibit 4 A & B**. Finally, on or about January 17, 2019, Mr. Tracy filed an Appeal of the City's permit denial. See **Exhibits 5 and 5 A – C**.

AUTHORITY

Determination of Substantial Damage

Post Hurricane Irma, the City completed a windshield assessment of all structures within the City of Marathon to qualitatively determine the extent of damage to these structures. To those owners with structures believed to be

Substantially Damaged a letter was sent out with the following statement:

“As a result of a “substantial damage” assessment, the City of Marathon believes that your structure lies below the Base Flood Elevation (BFE) and may have received damages EXCEEDING 50 PERCENT of the pre-damage structure value as a result of the impacts of Hurricane Irma that struck the Florida Keys on September 10, 2017.

This assessment has been made for all structures within the City, but particularly for those that lie BELOW the required Base Flood Elevation (BFE). The assessment was based upon a “windshield survey,” an assessment of the extent of visible and determined flooding, and the use of pre and post Hurricane Irma aerial photography. It is not however absolute, as the City did not assess the extent of damage inside of the structures identified.”

See **Exhibit 1**.

The City of Marathon participates in the FEMA National Flood Insurance Program (NFIP) and has adopted a floodplain ordinance through which it regulates new development, maintenance and improvement of existing structures, and instances of catastrophic impacts such as Hurricane Irma. After destructive, flooding events such as Hurricane Irma, the City is required to initiate a “Substantial Damage” assessment of impacted structures. In this context, the term substantial damage means, **“damage of any origin sustained by a structure whereby the cost of restoring the structure would equal or exceed 50 percent of the market value of the structure before the damage occurred.”**

Under the City’s ordinances and in compliance with its participation in the FEMA NFIP and as a member of the FEMA Community Rating System (CRS), substantially damaged structures when repaired or rebuilt, must meet all Florida Building Code (FBC) and all floodplain management standards. This includes the elevation of structures to meet the current Base Flood Elevations (BFE) as promulgated through the NFIP Flood Insurance Rate Maps (FIRM). Permits are required for ALL repair, maintenance, and/or redevelopment of damaged structures. Failure to comply with permit requirements may result in fines through the City’s Code Compliance Department.

Under the authority of the Florida Building Code and the City’s adopted Floodplain Management Ordinance the City’s Floodplain Administrator, Building Official, or both shall make a determination concerning whether a structure has been Substantially Damaged.

The determination of Substantial Damage is a relatively easy calculation; in simple terms, the actual contracted cost of repair divided by the pre-storm value of the structure damaged. If the resulting fraction exceeds 0.50 or fifty percent (50% - multiplied by 100), then the structure is determined to be Substantially Damaged.

The City provides a “Substantial Damage” package to all applicants (owners) with structures that the City understands lies below the required Base Flood Elevation (BFE) (**See Exhibit 6**). The Applicant may utilize a number of accepted means for determining value, including the Monroe County Property Appraiser’s value for the property’s structural improvements (See **Exhibit 7** (Staebler)). Then, it is up to the owner/applicant to provide the City with a legitimate cost of repair based on an estimate made by a Florida licensed contractor.

For the sake of consistency, said cost estimate shall include both cost of materials, material transport, if needed, and labor and rates commensurate with conditions and practices in the Florida Keys. The City assesses these cost estimates against its knowledge of known practices in the Florida Keys and against the “Means Book” as provided under the Florida Building Code.

The City analyzes the value of the structure provided by the Applicant/Owner against the value provided by the

Monroe County Property Appraiser. Typically, the City provides a 20 percent multiplier for such values. The Applicant is free to provide their own reasonable appraisal based on the standards noted in **Exhibit 7** above. See **Exhibit 8**.

In an appeal of the Director’s decision (or other administrative official), the Planning Commission is granted the following authority:

Section 102.97. - Action by the Planning Commission or Council.

A. Upon the taking of an appeal, the ruling body shall conduct a de novo hearing and shall consider the rationale for the decision of the administrative official or the Planning Commission. It may confirm, reverse, or modify the appealed action based upon its interpretation of the findings required and the evidence submitted. Any action by the Council shall be deemed final.

B. Upon the timely filing of an application for appeal, the Director shall transmit to the Planning Commission or the City Council, as the case may be, the petition for appeal, any associated documents which may be submitted on appeal, the application and Director's recommendation, and the decision and record of the lower body or official.

C. Upon the taking of an appeal, the City Council shall conduct a de novo hearing and shall consider whether the decision of the administrative official or the Planning Commission, as the case may be, should or should not be sustained or modified. By resolution, the appellate body shall either affirm, modify or reverse the lower decision and such action shall be by a majority vote of all members present.

Section 102.98. - Effective Date.

The decision of the Council and PC on an appeal shall be effective immediately.

EVALUATION FOR COMPLIANCE WITH THE LAND DEVELOPMENT REGULATIONS:

This appeal case is relatively simple – did the Applicant in completing the work done thus far, exceed fifty percent (50%) of the value of the residence prior to Hurricane Irma. Without completing any calculations as such, **Exhibit 14** documents clearly the extent of work completed to the date of the Stop Work Order placed on the property in question, 868 73rd Street, Ocean.

Analysis of Structural Value (Appraisals):

The applicant has provided a Substantial Damage Package to include a cost estimate of all work done to date and an Appraisal provided by Appraisal Certified Services, Inc. (See **Exhibits 8, 9 and 10** – Appraisal, Application, and Substantial Damage Package). The City has analyzed the Applicants estimated Appraisal value of the residence associated with the site, pre-storm and found it to be extremely high. See **Exhibit 11 A through H**. Using a high Appraised value for a structure creates a low value estimate for substantial damage. The City’s own appraisal of the value of the structure is attached, provided by a professionally appraiser (Ms. Patricia Staebler) who specializes in the determination of Substantial Damage estimates (See **Exhibit 12**).

The comparative values for the residential structure pre-storm follow:

Monroe County Property Appraiser:	\$172,652
Applicant - Appraisal Certified Services, Inc. (ACS):	\$341,740
Staebler:	\$131,000

The Estimated cost of repair provided by the Applicant is \$94,766 provided November 1, 2018.

Analysis of Cost of Repair.

The applicant has provided a Substantial Damage Package to include a cost estimate of all work done to date and any not yet completed. The City has analyzed the estimates provided against the FBC Means Book and found the values to be low. Using a low value for the cost of work for the repair of a structure creates a low value for substantial damage. See **Exhibit 13**.

The comparative values for the cost of repair post-storm follow:

Substantial Damage = Cost of Repair / Value of Structure Pre-storm

Cost of Repair:

Applicant	\$ 94,766
City of Marathon (Means Book):	\$145,158

City's Estimate of Substantial Damage:

City's estimate of cost of Repair / (MCPA * 1.2)	\$145,158 / (1.2 X \$172,652) = 0.70 or 70 %
City's estimate of cost of repair / Staebler Appraisal	\$145,158 / \$131,000 = 1.11 or 110 %

Versus

Applicant's Estimate of Substantial Damage

Applicants estimate of cost of repair / ACS Appraisal	\$94,766 / \$341,740 = 0.28 or 28 %
---	-------------------------------------

So, the discrepancy between the applicants assessment of Substantial Damage, based upon the numbers provided and those of the City are outstanding, notably twenty-eight percent (28 %) versus values ranging from seventy percent (70%) to as high as one hundred and ten percent (110%).

The City continues to stand on its range of values as a determinant of Substantial Damage based on the City's evaluation of the Applicants appraisal, the Applicants estimated cost of repair, and based no less on the attached photos taken after the Stop Work Order was placed on the project. See **Exhibit 14. This house has been virtually rebuilt, including additions.**

CONCLUSION:

The City continues to stand on its range of values as determinant of Substantial Damage based no less on the attached photos taken after the Stop Work Order was placed on the project.

RECOMMENDATION:

Staff recommends denial of the Appeal and that the decision of the Director and Building Official be upheld.

EXHIBIT 1



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050
Phone: (305) 289-4111 Fax: (305) 743-3667
garrettg@ci.marathon.fl.us

NOTICE OF DETERMINATION

November 24, 2017

X
X
X
X

Dear :

As a result of a “substantial damage” assessment, the City of Marathon believes that your structure lies below the Base Flood Elevation (BFE) and may have received damages EXCEEDING 50 PERCENT of the pre-damage structure value as a result of the impacts of Hurricane Irma that struck the Florida Keys on September 10, 2017.

This assessment has been made for all structures within the City, but particularly for those that lie **BELOW** the required Base Flood Elevation (BFE). The assessment was based upon a “windshield survey,” an assessment of the extent of visible and determined flooding, and the use of pre and post Hurricane Irma aerial photography. It is not however absolute, as the City did not assess the extent of damage inside of the structures identified.

The City of Marathon participates in the FEMA National Flood Insurance Program (NFIP) and has adopted a floodplain ordinance through which it regulates new development, maintenance and improvement of existing structures, and instances of catastrophic impacts such as Hurricane Irma. After destructive, flooding events such as Hurricane Irma, the City is required to initiate a “Substantial Damage” assessment of impacted structures. In this context, the term substantial damage means, **“damage of any origin sustained by a structure whereby the cost of restoring the structure would equal or exceed 50 percent of the market value of the structure before the damage occurred.”**

Under the City’s ordinances and in compliance with its participation in the FEMA NFIP and as a member of the FEMA Community Rating System (CRS), substantially damaged structures when rebuilt, must meet all Florida Building Code (FBC) and all floodplain management standards. This includes the elevation of structures to meet the current Base Flood Elevations (BFE) as promulgated through the NFIP Flood Insurance Rate Maps (FIRM). Permits are required for ALL repair, maintenance, and/or redevelopment of damaged structures. Failure to comply with permit requirements may result in fines through the City’s Code Compliance Department.

Under the NFIP, the Increased Cost of Compliance (ICC) program may provide additional assistance to either elevate or remove flood damaged structures on your property.

Should you need additional information, do not hesitate to contact the City. A precise determination of the extent of damage is essential through the City’s permit processes and a substantial damage determination package can be provided. Members of the City staff are available to assist you and to discuss the substantial damage assessment process and to provide guidance should it be determine that your structure has received substantial damage. To schedule a meeting or discuss questions regarding the City’s assessment, please call Adriana Marchino at 305-743-0033 to make an appointment between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Sincerely,

George Garrett
Deputy City Manager / Planning Director / Floodplain Administrator

EXHIBIT 2

Brian Shea

From: Stacy Charlton
Sent: Tuesday, July 17, 2018 5:01 PM
To: Brian Shea
Subject: FW: 868 73rd St Ocean, Marathon, FL



FYI

*Sincerely,
Stacy*

Stacy Charlton, CFM,FACE
City of Marathon / Code Department Director
305-743-0033 / 305-289-4135
9805 Overseas Highway
Marathon, FL 33050
www.ci.marathon.fl.us /charltons@ci.marathon.fl.us

From: Stacy Charlton
Sent: Tuesday, January 16, 2018 10:25 AM
To: Bill Nunez <bnunez@benhamreo.com>
Subject: RE: 868 73rd St Ocean, Marathon, FL

Ok, thank you.

Stacy Charlton CFM, F.A.C.E.  
Code Department Director
9805 Overseas Highway/Marathon, Florida 33050
Office: 305-289-4135 Email:charltons@ci.marathon.fl.us

Please note: You are hereby notified that in accordance with Florida's very broad public records law, most written communications to or from public employees or officials regarding public business are public records and are available to third parties upon request. Accordingly, this e-mail communication may be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

From: Bill Nunez [<mailto:bnunez@benhamreo.com>]
Sent: Tuesday, January 16, 2018 10:24 AM
To: Stacy Charlton <charltons@ci.marathon.fl.us>
Subject: RE: 868 73rd St Ocean, Marathon, FL

Hi Stacy, The bank has decided to sell as-is and price it as a tear down. They will not try and repair by bringing it to code etc. I'm waiting on a listing agreement. Folks who own apartments surrounding this lot are waiting for me to list it so they can try and buy it. We'll see how that goes. Other than that, we are trying to keep it secure and cleaned up.

Thank you, Bill



William Nunez, Broker



CELL: 727-259-5587

PH: 239-985-4229

FX: 239-236-2110

www.BenhamRealEstateSWFL.com

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From: Stacy Charlton [<mailto:charltons@ci.marathon.fl.us>]
Sent: Tuesday, January 16, 2018 10:17 AM
To: Bill Nunez
Subject: RE: 868 73rd St Ocean, Marathon, FL

Hi Bill,
Just checking to see what's happening on 73rd street>
Please update me, thank you,
Stacy

Stacy Charlton CFM, F.A.C.E. 
Code Department Director
9805 Overseas Highway/Marathon, Florida 33050
Office: 305-289-4135 Email:charltons@ci.marathon.fl.us

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From: Stacy Charlton
Sent: Friday, December 08, 2017 2:49 PM
To: 'Bill Nunez' <bnunez@benhamreo.com>
Subject: RE: 868 73rd St Ocean, Marathon, FL

Stacy Charlton CFM, F.A.C.E.
Code Department Director
9805 Overseas Highway/Marathon, Florida 33050
Office: 305-289-4135 Email:charltons@ci.marathon.fl.us

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From: Bill Nunez [<mailto:bnunez@benhamreo.com>]
Sent: Friday, December 08, 2017 12:43 PM
To: Stacy Charlton <charltons@ci.marathon.fl.us>
Cc: Maria Thorley <thorleym@ci.marathon.fl.us>
Subject: RE: 868 73rd St Ocean, Marathon, FL

I understand. Not sure if I recall correctly, but do you have a list of approved Plumbers you can send me? And thanks for closing the violation.

Thank you, Bill



William Nunez, Broker



CELL: 727-259-5587

PH: 239-985-4229

FX: 239-236-2110

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From: Stacy Charlton [<mailto:charltons@ci.marathon.fl.us>]
Sent: Friday, December 08, 2017 12:41 PM
To: Bill Nunez
Cc: Maria Thorley
Subject: RE: 868 73rd St Ocean, Marathon, FL

Hi Bill,

I am closing case C2017-0088, every contractor in town is so busy with re construction after Irma.

Sorry can't help you getting a plumber.

Stacy

Happy Holidays

Stacy Charlton CFM, F.A.C.E.  
Code Department Director
9805 Overseas Highway/Marathon, Florida 33050
Office: 305-289-4135 Email: charltons@ci.marathon.fl.us

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From: Bill Nunez [<mailto:bnunez@benhamreo.com>]
Sent: Friday, December 08, 2017 11:35 AM
To: Stacy Charlton <charltons@ci.marathon.fl.us>
Cc: Joel Morimannno-BenhamREO <jmorimanno@benhamreo.com>
Subject: 868 73rd St Ocean, Marathon, FL

Stacy, what must I do to close violation C2017-0088? Is there a list you can send me so I can bring closure to this violation?

Thank you, Bill



William Nunez, Broker



CELL: 727-259-5587
PH: 239-985-4229
FX: 239-236-2110

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From: Stacy Charlton [<mailto:charltons@ci.marathon.fl.us>]
Sent: Friday, November 24, 2017 11:01 AM
To: Bill Nunez
Subject: RE: 578130529 - 868 73rd St Ocean, Marathon, FL

Dear Mr. Nunez,

Please read the attached "substantial damage" letter which identifies the property as possibly being below base flood elevation. Repairs may not exceed the 50 percent maximum as set forth by the Nation Flood Insurance Program. You need to ascertain the base flood elevation of the structure before proceeding to schedule any repairs at all, such as connecting to sewer.

An elevation survey as can be provided by a Florida Licensed Registered Surveyor, unless you already have one?

As you may recall, we spoke on Oct 10, 2017 regarding the substantial damage regulations.

Please feel free to call me, we will continue to work together towards compliance and thank you for the significant progress you have made cleaning the property.

Sincerely,

Stacy

Stacy Charlton CFM, F.A.C.E.  
Code Department Director
9805 Overseas Highway/Marathon, Florida 33050
Office: 305-289-4135 Email: charltons@ci.marathon.fl.us

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From: Bill Nunez [<mailto:bnunez@benhamreo.com>]
Sent: Wednesday, November 22, 2017 3:54 PM
To: Stacy Charlton <charltons@ci.marathon.fl.us>
Subject: FW: 578130529 - 868 73rd St Ocean, Marathon, FL

Stacy, the campers have been removed and disposed of. HooRay!! The grounds are again presentable as you'll see in the attached. Please advise how to close the code violation for same and how I go about requesting the elimination of fines due to hardship of current owner having inherited this mess as a result of foreclosure.

I'm trying to get another plumbing bid to hook up the sewer. George said he'd get me one several weeks ago but has not, but at the same time let me know he's rebuilding his home and life after the storm. Rhodes is supposed to do so. Once have two bids in hand I can submit for approval to get that behind us.

As always, I appreciate your help and understanding. Let me know your thoughts. You're welcome to respond here or give me a call at 727-259-5587

Thank you, Bill



William Nunez, Broker



CELL: 727-259-5587

PH: 239-985-4229

FX: 239-236-2110

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EXHIBIT 3



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050
Phone: (305) 289-4111 Fax: (305) 743-3667
garrettg@ci.marathon.fl.us

26 October 2018

Mr. Chad Tracy
Patriot Building Construction
36 Arnoldsville Road, Suite 7
Crawford, Georgia 30630

RE – Property located at 868 73rd Street, Ocean

Dear Mr. Tracy:

This letter serves to inform you that your permit application to complete repairs and reconnect to sewer for property located at 868 73rd Street, Ocean has been denied.

We met on July 25, 2018 to discuss permit exceedances and to obtain information concerning the work done thus far toward the repair of the residence on your property. Based on the City's review of your permit application and of the work done to date, the City believes the work exceeds the FEMA guidelines and the City's floodplain Ordinance for Substantial Damage. As you have failed to provide any additional information in support of your current permit application, the permit is hereby denied.

Should you need additional information, do not hesitate to contact me.

Sincerely,

George Garrett
Planning Director

Cc Doug Lewis
Brian Shea
Patti Childress

EXHIBIT 4 A & B



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050
Phone: (305) 289-4111 Fax: (305) 743-3667
garrettg@ci.marathon.fl.us

20 December 2018

Mr. Chad Tracy
Patriot Building
Construction 36
Arnoldsville Road, Suite 7
Crawford, Georgia 30630

RE – Property located at 868 73rd Street, Ocean Dear Mr. Tracy:

This letter serves to inform you that City has further reviewed your permit application to complete repairs and reconnect to sewer for property located at 868 73rd Street, Ocean. As previously determined in the City's letter dated October 26, 2018, your application to complete requested repairs is hereby denied.

We met on July 25, 2018 and several additional times since that date. The City has reviewed the additional information provided by you and has made independent assessments of both your repair cost estimates and appraisal information (both attached).

Based on the City's estimate of necessary repair cost and an independent appraisal of the depreciated value of the residential structure on your property, the City has determined that the work completed to date and the work proposed exceeds 50 percent of the value of the residence.

The City of Marathon participates in the FEMA National Flood Insurance Program (NFIP) and has adopted a floodplain ordinance through which it regulates new development, maintenance and improvement of existing structures, and instances of catastrophic impacts such as Hurricane Irma. After destructive, flooding events such as Hurricane Irma, the City is required to initiate a "Substantial Damage" assessment of impacted structures. In this context, the term substantial damage means, **"damage of any origin sustained by a structure whereby the cost of restoring the structure would equal or exceed 50 percent of the market value of the structure before the damage occurred."**

Under the City's ordinances and in compliance with its participation in the FEMA NFIP and as a member of the FEMA Community Rating System (CRS), substantially damaged structures must then meet all Florida Building Code (FBC) and all floodplain management standards. This includes the elevation of structures to meet the current Base Flood Elevations (BFE) as promulgated through the NFIP Flood Insurance Rate Maps (FIRM).

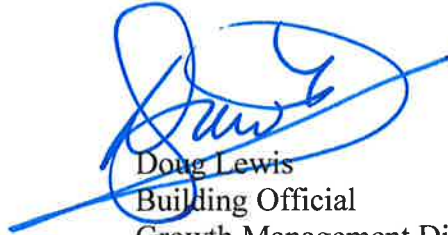
Under the NFIP, the Increased Cost of Compliance (ICC) program may provide additional assistance to either elevate or remove flood damaged structures on your property.

Should you need additional information, do not hesitate to contact the City.

Sincerely,



George Garrett
Planning Director
Floodplain Administrator



Doug Lewis
Building Official
Growth Management Director

Cc David Migut
Diane Clavier
Brian Shea
Patti Childress



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050
Phone: (305) 289-4111 Fax: (305) 743-3667
garrettg@ci.marathon.fl.us

20 December 2018

Mr. Chad Tracy
Patriot Building
Construction 36
Arnoldsville Road, Suite 7
Crawford, Georgia 30630

RE – Property located at 868 73rd Street, Ocean Dear Mr. Tracy:

This letter serves to inform you that City has further reviewed your permit application to complete repairs and reconnect to sewer for property located at 868 73rd Street, Ocean. As previously determined in the City's letter dated October 26, 2018, your application to complete requested repairs is hereby denied.

We met on July 25, 2018 and several additional times since that date. The City has reviewed the additional information provided by you and has made independent assessments of both your repair cost estimates and appraisal information (both attached).

Based on the City's estimate of necessary repair cost and an independent appraisal of the depreciated value of the residential structure on your property, the City has determined that the work completed to date and the work proposed exceeds 50 percent of the value of the residence.

The City of Marathon participates in the FEMA National Flood Insurance Program (NFIP) and has adopted a floodplain ordinance through which it regulates new development, maintenance and improvement of existing structures, and instances of catastrophic impacts such as Hurricane Irma. After destructive, flooding events such as Hurricane Irma, the City is required to initiate a "Substantial Damage" assessment of impacted structures. In this context, the term substantial damage means, **"damage of any origin sustained by a structure whereby the cost of restoring the structure would equal or exceed 50 percent of the market value of the structure before the damage occurred."**

Under the City's ordinances and in compliance with its participation in the FEMA NFIP and as a member of the FEMA Community Rating System (CRS), substantially damaged structures must then meet all Florida Building Code (FBC) and all floodplain management standards. This includes the elevation of structures to meet the current Base Flood Elevations (BFE) as promulgated through the NFIP Flood Insurance Rate Maps (FIRM).

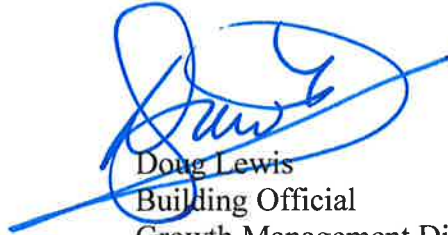
Under the NFIP, the Increased Cost of Compliance (ICC) program may provide additional assistance to either elevate or remove flood damaged structures on your property.

Should you need additional information, do not hesitate to contact the City.

Sincerely,



George Garrett
Planning Director
Floodplain Administrator



Doug Lewis
Building Official
Growth Management Director

Cc David Migut
Diane Clavier
Brian Shea
Patti Childress

EXHIBIT 5 A - C



CITY OF
MARATHON, FLORIDA
Planning Department

9805 Overseas Hwy, Marathon, FL 33050
Phone (305) 743-0033 www.ci.marathon.fl.us

Office Use Only	
Recv'd: _____	By: _____
App #: _____	
#: _____	
Meeting Date: _____	

Appeal Application 2017

FEE: \$1,500.00. The fee is payable upon application submittal.

*Any additional meeting with mailed & published notice will be charged additional \$1,500.00

Please check: Administrative Appeal Planning Commission Appeal

Applicant Name: Chad Tracy

Mailing Address: 36 Arnoldsville Rd Suite 7 Crawford, GA 30603

Phone Number: 706-207-4164 **Phone (Alt):** 706-742-7578

Email: chad@patriotconstruction.biz

Agent Name: James S. Lupino, Esq.

Mailing Address: 90130 Old Highway, Tavernier, FL 33070

Phone Number: (305)852-8440 **Phone (Alt):** _____

Email: JLupino@HLYlaw.com

*Property owner must submit a notarized letter authorizing the agent to act on his/her behalf.

Property Owner Name: Chad Tracy

Mailing Address: 36 Arnoldsville Rd Suite 7 Crawford, GA 30630

Phone Number: 706-207-4164 **Phone (Alt):** _____

Email: chad@patriotconstruction.biz

Legal Description of Property:

Lt 11 Fields Subdivision

Key: Marathon **Mile Marker:** _____

RE Number: 00342330-000000

If in metes and bounds, attach a legal description on separate sheet.

Property Description:

Street Address of Property (if applicable), or General Location Description:

868 73rd St. Marathon, FL 33050

Parcel Number(s): 003432330-000000

Land Use District: Pt of Marathon

Zoning District: Single Family Res (0100)

Present Use of Property: Single Family Residence

Proposed Use of Property: Single Family Residence

Property Size: 9000 SF

Decision Being Appealed

Substantial Improvement Application Denial

Date of Decision Being Appealed 12/20/2018

A COPY OF THE BASIS FOR THE APPEAL IN THE NATURE OF AN INITIAL BRIEF AND ANY EVIDENCE INCLUDING TESTIMONY, AFFIDAVITS, AND THE CURRICULUM VITAE OF ANY EXPERT WITNESS THAT WILL BE CALLED MUST BE ATTACHED TO THIS APPLICATION. The brief must at a minimum state all grounds for the appeal, including, but not limited to, the law being appealed and any facts necessary for the interpretation of those laws. *(Attach additional sheets of paper as necessary.)*

Names and addresses of all expert witnesses that you propose to call at the hearing:

See attached witness list

Are there any pending code violations on the property? No Yes If yes, please explain:

C2013-0657 and C2018-0156

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate.

Chad Tracy
Applicant or Agent Name (Please Print)

[Signature]
Signature of Applicant or Agent

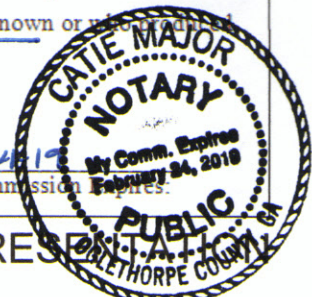
1/18/19
Date

NOTARY STATE OF ~~FLORIDA~~ Georgia
COUNTY OF ~~MONROE~~ Oglethorpe

The foregoing instrument was acknowledged before me on this 18 day of January, 2019, by Chad Tracy who is personally known or known to me for identification.

Catie Major
Signature of Notary Public - State of ~~Florida~~ Georgia

2-24-19
My commission expires: February 24, 2019



OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

CITY OF MARATHON PLANNING DEPARTMENT

I/WE Chad Tracy
Print name(s) of property owner(s)

Hereby Authorize: James S. Lupino, Esq.
Print name of Agent

to represent me/us in processing an application for: Appeal
Type of Application

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

[Signature]
(Signature of owner)

(Signature of owner)

Chad Tracy
(Print name of owner)

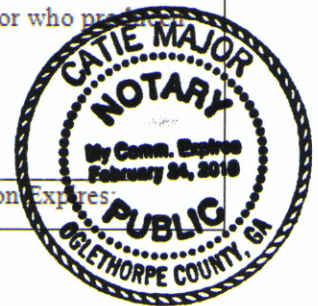
(Print name of owner)

NOTARY STATE OF ~~FLORIDA~~ Georgia
COUNTY OF ~~MONROE~~ Oglethorpe

The foregoing instrument was acknowledged before me on this 18 day of January, 2019, by Chad Tracy who is personally known or who presented _____ for identification.

Catie Major
Signature of Notary Public - State of ~~Florida~~ Georgia

2-24-19
My commission Expires



Appeals

- An appeal of the decision of the administrative official or body may be made **within 30 working days from the date of such decision**. If filed, an appeal stays any further action on the permit until final resolution of the appeal, unless the administrative official or body, whose action is the subject of the appeal, certifies in writing that the stay poses an imminent peril to life or property.

IMPORTANT NOTES:

- A concept meeting with the Planning Department is recommended prior to submitting your application; this informal meeting allows you to become acquainted with all requirements and processes involved with your application. To guide you through the process and ensure that your application is understood and properly processed, it is recommended that you also meet with a City Planner at the time you submit your completed application. Appointments can be scheduled by contacting the Department ahead of time.
- The Council and PC shall consider only those items cited in the appeal. In its deliberation, it may use the record and any additional evidence relative to the application and may confirm, reverse, or modify the appealed action based upon its interpretation of the findings required and the evidence submitted.
 - *Commission:* The PC shall hear and make decisions on appeals of an action by any administrative official or the TRC made pursuant to the provisions of the LDRs.
 - *Council:* The Council shall hear and make decisions on appeals of an action taken by the PC made pursuant to the provisions of the LDRs.
- The decision of the Council and PC on an appeal shall be effective immediately.
- An appeal of the decision of the Planning Commission may be made within 30 working days from the date of such decision. The appeal will be heard by the City Council within 45 working days of receipt of a complete appeal application.
- **In accordance with FL Statute 286.0105** if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The requirements of this section do not apply to the notice provided in s. 200.065(3).

2017 Planning Commission Meeting Schedule

Application Deadline											
12/01/16	01/01/17	02/01/17	03/01/17	04/01/17	05/01/17	06/01/17	07/01/17	08/01/17	09/01/17	10/01/17	11/01/17
Planning Commission Meeting Date											
01/17/17	02/21/17	03/20/17	04/17/17	05/22/17	06/19/17	07/17/17	08/21/17	09/18/17	10/16/17	11/20/17	12/18/17

Meetings are held the 3rd Monday of the month at 5:30pm.

STAFF CONTACTS: The Planning Department will guide your application from start to finish, engaging other City departments or agencies as needed. You will receive a copy of the staff report one week before your meeting.

George Garrett
 Planning Director
garrettg@ci.marathon.fl.us
 305-289-4111

Brian Shea
 City Planner
sheab@ci.marathon.fl.us
 305-289-4112

Geovanna Torres
 City Planner
torresg@ci.marathon.fl.us
 305-289-4109

CITY OF MARATHON PLANNING DEPARTMENT

Application Requirements Appeal Applications

These requirements are not to be considered ALL inclusive of the requirements for the proposed work. The City may require additional drawings, specifications or information in order to complete the review of the application.

THE FOLLOWING MUST BE PROVIDED IN ORDER TO BE A COMPLETE APPLICATION:

- ⇒ **Application completed in full.**
- ⇒ **Proof of ownership** (copy of deed or tax statement)
- ⇒ **Agent authorization** (as applicable)
- ⇒ **Property Survey** no older than two years from date of application.
- ⇒ **Site Plans.** As applicable
- ⇒ **A copy of the document(s) which comprise the decision being appealed.**
- ⇒ Letters of Coordination may be required. The applicant must check with the Planning Department to identify other agencies expected to review the project. These may include:
 - City of Marathon, City Fire Chief – (305) 743-5266
 - City of Marathon, Utilities Manager- (305) 289-5009
 - Florida Department of Environmental Protection (FDEP) – (305) 289-2310
 - Florida Department of State, Division of Historic Resources
 - Florida Department of Transportation (FDOT) – (305) 289-2350
 - Florida Keys Aqueduct Authority (FKAA) – (305) 743-5409
 - Florida Keys Electric Cooperative (FKEC) – (305) 743-5344
 - Monroe County Department of Health – (305) 289-2721
 - South Florida Water Management District (SFWMD)
 - U.S. Army Corps of Engineers (ACOE) – (305) 743-5349
 - U.S. Fish and Wildlife Service (USFWS) – (772) 562-3909, ext. 306
 - Other, as applicable to the project

Chapter 102, Article 17 – Appeals

Provide an explanation of the basis for the appeal and any other evidence that may be pertinent to the application.

Use additional sheets as necessary

See Attachments.

FORMAL APPELLATE BRIEF

Introduction -

This Brief was prepared by the law firm of Hershoff, Lupino & Yagel, P.A. on behalf of Chad T. Tracy. This appeal is based on a determination by the City of Marathon to deny the building permit application (i.e. Building Permit No. Q2018-1668) of Chad T. Tracy. It is Appellant's position that Appellant's property was subject to an inequitable and inappropriate application of City of Marathon Building Permit processing procedure. Supporting documents will be submitted as they become available following this Brief, per an agreement with City Attorney, David Migut.

Parties –

- Chad T. Tracy (“Appellant”), the owner of the Subject Property.
- 868 73rd Street, Marathon, Florida (The “Subject Property”)
- The City of Marathon (the “City”) as the Governmental authority responsible for the permit denial dated 12/20/18 a copy of which is attached hereto as **Exhibit “A”**.

A. Appeal

1. On June 29, 2018, the City sent a First Denial Letter, denying Appellant's application for a Building Permit and calculating the value of the remaining structure instead of the cost to repair the structure, stating that the basis for the denial was that, “the cost to rebuild exceeds the cost of proposed repairs/remodel/addition by over 50%... (See **Exhibit “B”**)
2. On October 26, 2018, the City sent another Denial Letter, denying Appellant's application for a Building Permit, without providing clarity to the reason for its denial. The denial letter simply states that that, “the City believes exceeds [sic] the FEMA guidance and the City's Floodplain Ordinance for Substantial Damage”, without stating exactly what the city believed exceeded FEMA's guidance. (See **Exhibit “C”**)
3. On December 20, 2018, the City sent a Final Denial Letter, denying Appellant's application for a Building Permit, stating that, “based on the City's estimate of necessary repair cost and an independent appraisal of the *depreciated value* [emphasis added] of the residential structure on your property, the City has determined that the work completed to date and the work proposed exceeds 50 percent of the value of the residence.” (See **Exhibit “A”**)
4. Following Appellant's submission of his Estimated Costs of Reconstruction, the City inappropriately adjusted Appellant's estimated costs, increasing multiple estimates, by a significant margin, including actual costs for work already performed at the costs stated. The method of calculation was contrary to actual costs. (See **Exhibit “D”**)
5. The City's application of increased values over actual costs and estimates of costs is inappropriate and discriminatory against the Appellant.
6. The inclusion of costs that were to be excluded was an improper application of both FEMA rules and the City's own Ordinance.

7. The City's appraisal was prepared (a) in a manner contrary to recognized reasonable methods for property appraisals and (b) with instruction from and a format designed for only the city to understand and to support the City's preconceived position.
8. The City's appraisal should be stricken as contrary to recognized appraisal standards.
9. The decision to deny the Building Permit was arbitrary and capricious and contrary/in conflict with other actions taken by the City on similar properties. The decisions and means for reaching same are contrary to those used to assess like properties.

Grounds for Appeal -

1. Conflicting standard of "substantial damage" and "Substantial Improvement":

a. Substantial Damage:

The standard for determining whether to approve a building permit for the repair or rebuild of a damaged structure is set forth by FEMA in the National Flood Insurance Program and applied by local jurisdictions. The standard is applied to determine whether the structure sustained "Substantial Damage." The definition of "Substantial Damage", as defined by FEMA is as follows:

The term "substantial damage" applies to a structure in a Special Flood Hazard Area – or floodplain – for which the total cost of repairs is 50 percent or more of the structure's market value before the disaster occurred, regardless of the cause of damage. This percentage rule can vary among jurisdictions but must not be below NFIP standards.
(FEMA Fact Sheet; <https://www.fema.gov/news-release/2017/09/14/fact-sheet-nfip-substantial-damage-what-does-it-mean>)

FEMA's definition permits local jurisdictions to apply one of four different standards, so long as the different standards are, "not below the National Flood Insurance Program standards." The City has adopted a definition comparable to FEMA's definition and percentage standard via City Ordinance 2005-04 (See **Exhibit "N"**). The definition of "Substantial Damage", as defined in the Ordinance and on the City's website is, "damage of any origin sustained by a structure whereby the cost of restoring the structure would equal or exceed 50 percent of the "market value" [emphasis added] of the structure before the damage occurred." This definition was also included in the body of the December 20, 2018 Final Denial Letter from the City. Despite the City's adoption of a comparable definition to the FEMA standard for "Substantial Damage", the City applied a different standard to Appellant's property. Specifically, the City required an Actual Cash Value Appraisal to be prepared for the City's use, wherein the appraiser gave a conflicting definition for the "50% rule".

Whereas, FEMA permits the use of a Market Value Appraisal achieved from one of four approved methods, including a method that permits an Actual Cash Value estimates, the City's Ordinance does not specify the method to be used in the permit process. Further, historically, the City has granted permits based on Market Value Appraisals, including those prepared by Appellant's Appraiser, Erin C. Arnett, and Adjusted Assessed Values based on the Property Cards. This application of a different standard is reflected in the December 20, 2018 Final Denial

Letter, which states that the basis for the denial is “the City’s estimate of necessary repair cost and an independent appraisal of the “depreciated value” [emphasis added] of the residential structure on your property, the City has determined that the work completed to date and the work proposed exceeds 50 percent of the value of the residence.” Indeed, the very same December 20, 2018 letter states that the standard for “Substantial Damage” is based on the “market value” of the property not the “actual cash value.”

Further, the definition provided, in the Actual Cash Value Appraisal, by the City’s appraiser is different from that provided by the City. Specifically, the appraiser defines “The 50% Rule” as “The 50% Rule is a NFIP regulation which states that structures whose lowest living floor does not meet or exceed the current required Base Flood Elevation (BFE) specified on the Flood Insurance Rate Map (FIRM) may not be substantially improved.” This placed an emphasis on the definition of Substantial Improvement, for which the City and the City’s Appraiser gave different definitions.

b. Substantial Improvement

Emphasized by the inconsistent definitions of “Substantial Damage” and “The 50% Rule”, the City’s appraiser relied on a definition for the term “substantial improvement” which is inconsistent with the definition of “substantially improved building” provided by FEMA and the definition provided by the City. The City appraiser’s definition is nearly identical to that used by FEMA and the City, except that the phrase “market value” is replaced with the phrase “depreciated construction value”. The definitions are as follows:

The City appraiser’s definition of “substantial improvement”-

Substantial Improvement is any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which exceeds 50% of the *depreciated construction value* [Emphasis added] of the structure before the start of construction of the improvement.

The City’s definition of “substantial improvement”-

(as adopted by Ordinance 2005-04)

Any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the *market value* [Emphasis added] of the structure, (1) before the improvement or repair is started, or (2) if the structure has been damaged and is being restored, before the damage occurred. This term includes structures which have incurred “substantial damage”, regardless of the actual work performed.

FEMA’s definition of “substantially improved building” –

A building that has undergone reconstruction, rehabilitation, addition, or other improvement, the cost of which equals or exceeds 50% of the *market value* [Emphasis added] of the building before the “start of construction” of the improvement.

Further, the City's definition of "substantial improvement" as adopted by Ordinance 2005-04 contains language specifically excluding, "any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions." Thus, in making the Substantial Damage determination for the "50% rule", the costs of repairs which, "correct existing violations" or "are the minimum necessary to assure safe living conditions" are not to be considered and should be deducted from the "Estimated Cost of Reconstruction/Improvement".

The application of this inconsistency to the Appellant's property is obvious with a simple review of the denial letters the Appellant received, all citing different methods of achieving the same result preconceived by the City. Specifically, in the first denial letter received on June 29, 2018, the method the City applied was a calculation of the "value of the remaining structure" instead of the "cost to repair". This method is contrary to both the City's Ordinance and FEMA rules. Further, in applying this method, the City accepted and utilized the appraised Market Value of the property provided by the Appellant's appraisal and the Appellant's cost estimates, both of which the City later refused to use. The Appellant's appraisal figure was used as a basis for the City's calculation of the value of the remaining structure. Using the Appellant's estimates for the cost of repairs, the City calculated the value of the remaining structure per square foot. The City then conducted its own evaluation of how much of the structure remained, stating, "using provided estimates for rebuilding and new construction, an extrapolated cost for each phase of construction was used to determine value of non-altered/replaced elements." Based on the estimates, the City calculated the value of the existing structure at \$52,114.36. The City then took the Appellant's appraisal value of \$341,740.00 and subtracted its value of the existing structure to reach a figure for the "cost of repairs/remodel/additions" of \$289,635.64.

This applied method is contrary to FEMA rules, which require the "cost to repair" be calculated not the "value of the remaining structure." Further, the application of the figures is contrary to the City's later determination that the Appellant's appraisal was invalid. The significance of the application of this method is clear when looking at the City's inconsistent values for the cost of repairs. The City later, in its review of the Appellant's "Estimated Cost of Reconstruction/Improvements" form, valued the total cost of reconstruction at \$145,808.00, which is a difference of \$143,827.64 from the \$289,635.64 figure provided by the City in its first denial letter.

The City abandoned not only FEMA's definitions and standards for "Substantial Damage" and "Substantial Improvement" but its own reflective definitions and standards as well, in its review of the Appellant's application. Further, this abandonment of definition and the arbitrary application of a stricter standard was not the same procedure applied to other similar applicants during the same time period. Therefore, the standards applied for the property valuation were inappropriate, contrary to established law, arbitrary, capricious, and discriminatory to the Appellant.

2. Valuation of the Subject Property:

a. Inconsistent Methods of Valuation

FEMA accepts four different methods to determine the Market Value for a permit application. The permissible methods are (1) a Market Value appraisal, (2) Assessed value developed for property tax assessment purposes, (3) Estimates of a structure's actual cash value, including depreciation, and (4) qualified estimates based on the professional judgment of a local official. Despite the fact that FEMA and the City accept Market Value Appraisals and Property Tax Assessed Values, both of which were readily available to the City; the City required an additional appraisal be conducted.

In most circumstances, the Building Permit Application does not require an Appraisal. In the event no Appraisal is requested by the City, the City relies on the "Assessed Value" method of determining the Market Value of the property. FEMA permits the use of Adjusted Assessed Values to determine the Market Value of the property for the purposes of the "50% rule". Indeed, FEMA encourages the use of the Adjusted Assessed Values, "to help local officials focus their efforts when large number of Substantial Damage determinations must be made, such as after a disaster." The City's deviation from this method of determining Market Value for this property in the wake of Hurricane Irma is not justified.

FEMA permits the use of the Assessed Values but cautions that they are not the most accurate figures unless an adjustment is made. In Monroe County, the property values are generally assessed at 80% of the Market Value, thus an adjustment of 20% of the Assessed Value on the Property Record Card is added to achieve the estimated Market Value of the property. In this case, the Property Record Card listed the Assessed Value of the Property at \$172,652.00. Thus, the estimated Market Value of the property, using the Assessed Value method, is \$207,182.40. The Market Value of the Property using the Assessed Value method would have permitted reconstruction costs of up to \$103,591.20. The \$103,591.20 figure was more than sufficient for the issuance of the permit by any reasonable calculation, even without discounting the estimated cost of repairs "necessary to assure safe living conditions", as discussed herein below.

FEMA also states that, "an owner may appeal the use of assessed value, but the burden of proof can be placed on the applicant who can be required to submit an independent professional property appraisal that is prepared by a qualified appraiser. In this case, both the Adjusted Assessed Value and the independent professional property appraisal demonstrated Market Values for the property that were more than sufficient to pass the "50% rule."

Appellant submitted a Market Value Appraisal conducted by a licensed appraiser. The Appraisal confirmed that the property and repairs were within guidelines for issuance of a permit. The City did not accept Appellant's Market Value Appraisal, and did not state the grounds for its rejection. Following an eight-month delay, the City informed Appellant that officials were reviewing their Market Value Appraisal for accuracy. The City later commissioned a second appraisal using a different method. The second appraisal was conducted by a City hired foreign appraiser to determine the Actual Cash Value of the structure for FEMA

calculations. Contrary to the City's requirement in this limited case, FEMA accepts Market Value Appraisals, as stated in Unit 8 of the National Flood Insurance Program Floodplain Management Requirements, issued by FEMA and included in the City's Appraisal Report. (See **Exhibit "E"**).

The additional Appraisal was conducted as an Actual Cash Value assessment and was conducted following the City's specific instruction, involvement, and oversight. The Actual Cash Value Appraisal resulted in a significantly lower property valuation for the Subject Property. Specifically, the Market Value Appraisal resulted in an appraised value of \$341,170.00, (See **Exhibit "F"**) whereas, the Actual Cash Value Appraisal conducted by the City resulted in a valuation of \$131,000.00 (See **Exhibit "E"**). The difference between the two appraisals is over \$200,000.00. Additionally, the City's Appraisal was \$41,652.00 lower than the Property Record Card valuation from before Hurricane Irma, which reflected the property value as \$172,652.00, (See **Exhibit "G"**) and \$76,182.40 lower than the Adjusted Assessed Value. Said property record value, which is reflected as lower than the Market Value (at least by the cost of sale), would have been sufficient for the issuance of the permit by any reasonable calculation as demonstrated above.

Further, the City's Appraisal included standards inconsistent with what the City has traditionally applied. (See section 1, Conflicting standard of "substantial damage" and "Substantial Improvement", above). Despite the Nationwide FEMA definition of "Substantial Damage", the City's Appraisal specifically notes in red typeface that, "This Appraisal Report is to be used as a basis for the 50% FEMA rule regarding repair/rehab of the subject property. It cannot be used for any other purpose. This report will not be fully understood by users other than the building department of the City of Marathon." Such a disclaimer is confusing, at best, considering the "50% FEMA rule" relies on established methods for determining the "Market Value" of a property. Furthermore, any Appraisal Report reflecting the "Market Value" of a property could be used for other purposes and understood by more than one "user." Additionally, the City's Appraisal also specifically notes that the appraiser believes the Actual Cash Value approach is "the only valid option" as it is, "easy to understand by construction professionals, building contractors and building officials alike" a statement that is clearly in opposition to the appraiser's own disclaimer. Such a disclaimer clearly exemplifies the increased scrutiny and restricted standard applied to this particular property.

Moreover, the City's appraiser did not conduct a personal inspection of the property but rather relied on an inspection by a representative of the City of Marathon. This is a clear breach of impartiality as the City played a key role in the valuation of the property. Contrary to the City's appraisal, Appellant's appraisal was conducted by Erin C. Arnett, a reputable, local and independent appraiser, who conducted an in-person appraisal of the Subject Property and utilized pre-Irma appraisal information. Furthermore, Erin C. Arnett's appraisals using the same methods were accepted at face value for other properties but was not accepted for the Subject Property.

Additionally, the City's appraiser's appraisal listed her depreciation consideration of the property as having an "effective age of 25-30 years". This depreciation consideration was determined without the appraiser setting foot on the property or considering a pre-Irma appraisal.

Moreover, FEMA’s standard for depreciation includes, “depreciation due to age, use, and neglect”, therefore the only forms of depreciation to be included in the depreciation consideration is deferred maintenance and deterioration in general. Deferred maintenance and deterioration cannot be inferred without personal knowledge of the property. While, FEMA permits the use of “tables and formulas to calculate physical depreciation” the application of formulas should not be given greater weight when compared to an appraisal that includes first-hand knowledge of the property and takes into consideration prior appraisals.

Therefore, the City was not only inconsistent in its methods of analysis but also in its valuation of the Subject Property. The City’s application of FEMA standards resulted in three widely differing values for the property (1) the City’s appraisal of \$131,000.00, (2) the Adjusted Assessed value of \$207,182.40, and (3) the Appellant’s Appraisal value of \$341, 740.00. The City traditionally relies on the tax appraiser’s Assessed Value, increased by 20%, however, in this case the City not only deviated from its traditional method (and the method recommended by FEMA after a disaster) but it also rescinded its acceptance of the Appellant’s appraisal value and orchestrated a valuation for significantly lower than what it traditionally would have granted.

3. Estimated Costs of Reconstruction:

a. Arbitrary Increases of Estimated and Actual Costs-

In his first application, the Appellant submitted an Estimated Costs of Reconstruction/Improvement form (the “form”) to the City. The City initially accepted the Appellant’s estimated costs and even based its improper analysis of the value of the remaining structure on the estimates provided by the Appellant. Following the initial rejection of the application for permit, appellant submitted a second application, inclusive of estimates for additional repairs requested by the City. The City later unilaterally adjusted the submitted figures of the second application, including figures for work already performed and paid for, and denied Appellant’s application for a building permit. The City inflated the actual costs of “out of pocket cost” estimates increasing Appellant’s overall submitted costs by Sixty Five Percent (65%). Examples of the inflations include:

Description of Work	Source of Cost figure	Actual Submitted Cost	City Adjusted Cost	Difference (Percent Increase)
Demolition	Work already completed prior to submission of the Form.	\$2,600.00	\$3,800.00	\$1,200.00 (+46%)
Foundation	Foundation work was already completed prior to submission of the Form and was reflected in the column under “Concrete Slab”.	\$0.00. Foundation costs were included under the “Concrete Slab column”	The city increased “Concrete Slab” to \$4500 and added a “Foundation Complete” figure of \$6090.00 for which there is no actual cost.	\$6090.00 (+100%)

Description of Work	Source of Cost figure	Actual Submitted Cost	City Adjusted Cost	Difference (Percent Increase)
Concrete Slab	Work was already completed prior to submission of the Form. Receipts and Invoices are attached as composite Exhibit “H” .	\$3109.00	\$4500.00	\$1,391.00 (+45%)
Masonry Walls	Work already completed prior to submission of the Form. Receipts and Invoices are attached as composite Exhibit “I” .	\$3734.00	The City was provided receipts and invoices for the work, yet increased this line item to \$7113.00.	\$3,379.00 (+90%)
Carpentry	Receipts and Invoices are attached as composite Exhibit “J” .	\$12,000.00	\$15,400.00	\$3,400.00 (+28%)
Dumpster	The City relabeled their own form to add “Dumpster” as a new category. Appellant had already included the cost for dumpsters was in the category “Other”.	\$0.00	\$650.00	\$650.00 (+100%)
Appliances	Appellant purchased used appliances for \$200. A good faith estimates of \$2,200.00 was listed instead of the actual cost of appliances.	Actual Cost: \$200.00 Listed Good Faith Cost: \$2,200.00	\$5,600.00	\$3,400.00 (+ 155%)
Trusses	Materials were purchased prior to submission of the Form.	\$2,148.00	The City combined Trusses and Roofing for a combined total of \$14,400.00.	\$2,952.00 (+ 26%)
Roofing	Materials were purchased prior to submission of the Form.	\$9,300.00		

Description of Work	Source of Cost figure	Actual Submitted Cost	City Adjusted Cost	Difference (Percent Increase)
Electrical Complete	Receipts and Invoices are attached as composite Exhibit “K” .	\$10,000.00	\$14,000.00	\$4,000.00 (+40%)
HVAC	Price quote is attached as Exhibit “L” .	\$8,000.00	\$10,300.00	\$2,300.00 (+28%)
Exterior Doors and Windows	Materials were purchased prior to submission of the Form.	\$1,400.00	The City was provided receipts and invoices for the work, yet increased this line item to \$5,800.00	\$3,980.00 (+284%)
Exterior Finish	The cost for which was provided by estimates.	\$3,300.00	\$7,800.00	\$4,500.00 (+136%)
Drywall	The cost for which was provided by industry standards and historical data.	\$6,500.00	\$11,300.00	\$4,800.00 (+74%)
Cabinets	As cabinetry is a cosmetic and personal choice feature of a home, Appellant opted for cheaper cabinetry.	\$4,500.00	\$9,000.00	\$4,500.00 (+100%)

b. Improper Inclusion of Costs-

In addition to increasing the costs of items for which estimates and receipts were provided, the City failed to exclude (or credit for) items that should not have been included. FEMA specifically lists costs that may be excluded from the “50% Rule” calculation. They are as follows:

- Clean-up and trash removal
- Costs to temporarily stabilize a building so that it is safe to enter to evaluate and identify required repairs
- Costs to obtain or prepare plans and specifications
- Land survey costs
- Permit fees and inspection fees
- Carpeting and re-carpeting installed over finished flooring such as wood or tiling

- Outside improvements, including landscaping, irrigation, sidewalks, driveways, fences, yard lights, swimming pools, pool enclosures, and detached accessory structures (e.g., garages, sheds, and gazebos)
- Costs required for the minimum necessary work to correct existing violations of health, safety, and sanitary codes
- Plug-in appliances such as washing machines, dryers, and stoves

Of those items listed by FEMA that may be excluded, the City has adopted at least the exclusion of costs required for the minimum necessary work to correct existing violations of health, safety, and sanitary codes. As stated in Section 1(b) above, the City incorporated the FEMA exclusion in its definition of “Substantial Improvement” in Ordinance 2005-04. In addition to including several costs that FEMA lists as being excludable, the City included costs that should have been excluded, per the City’s own Ordinance.

Additionally, the City’s Permit Application includes a list of items to be excluded (See **Exhibit “M”**), including:

- Plans and Specifications
- Survey Costs
- Permit fees
- Debris removal (e.g. removal or debris from building or lot, dumpster rental, transport fees to landfill and landfill tipping fees)
- Clean-up (e.g. dirt and mud removal, building dry-out, etc.)
- Items not considered real property, such as throw rugs, furniture, refrigerators, stoves not built-in, etc.

Of the items specifically listed by the City as “Items to be Excluded”, the city included and increased the cost of appliances, none of which were built-in and should have been excluded. Moreover, the City increased the cost of cabinets which are a subjective addition to any property and should not have been adjusted. Additionally, the City amended its own form to include the cost of a “Dumpster”, which, per the City’s own form, should have been excluded, and the cost of which was already included, in good faith, under the category “Other”.

Further, the City included in the cost analysis items that were previously discussed with the City as being “necessary to assure safe living conditions.” Among the items discussed was the cast iron plumbing located under the concrete slab, which was exposed to saltwater, and the City sewer septic tie-in, which was oriented to run downhill from the house as opposed to the proper uphill orientation. These, among others, were items that should have been deemed to be “necessary to assure safe living conditions” as such, the repair costs should not have been included in the City’s cost analysis. The city should have lowered the provided estimate in light of this fact.

Furthermore, the City added \$6,090.00 for “Foundation Complete” category, even though the only foundation work necessary was included in the cost listed for “Concrete Slab and Steel.” Indeed, there should have been no figure for “Foundation Complete” and the figure for “Concrete Slab and Steel” should have been reduced as it incorrectly included the costs to

remedy the above-mentioned plumbing issues and previously non-compliant structures, all of which should have been excluded from the cost analysis.

Moreover, the Appellant met with City officials to discuss previously permitted work, signed off by the City, that was not code compliant at the time it was permitted. Specifically, a storage unit located on the property as an addition that was lacking, among other things, proper foundation, rafters, attachments, and headers. It was acknowledged that the structure was not code compliant prior to Hurricane Irma and prior to the Appellant's purchase of the property. As such, any costs associated with bringing the structure into compliance with the code should have been excluded from the cost analysis per the City's Ordinance and FEMA regulations.

B. Summary

At nearly every stage of this process, the City took inconsistent action, which in some cases was contrary to established law, to achieve the same preconceived result to deny the Appellant's application for a building permit. Despite multiple requests for a specified and in writing denial, the City refused to provide clarity to its inconsistent application of the law as well as its decision to accept and later deny the Appellant's Appraised value.

In an attempt to achieve its preconceived result, the City abandoned not only FEMA's definitions and standards for "Substantial Damage" and "Substantial Improvement" but its own reflective definitions and standards as well. This deviation resulted in the application of an inconsistent and more restrictive standard to the Appellant's property. The inconsistency in application is clear, not only in the City's application of varying standards to the Appellant's property, but also in the consistent standard applied to similar properties after Hurricane Irma.

The Appellant has had to wait for an unreasonable amount of time at every stage of this application, when the City could have followed FEMA recommendation for post-disaster evaluations and its own traditional practice of accepting the Adjusted Assessed Value of the property for its "50% rule" analysis. Further, the Appellant had to incur the additional expense of an appraisal, which the City originally accepted, only to have the City later decide a second appraisal was required. Despite all efforts to accommodate the City's concerns and requests, the Appellant has had the reason for his denial adjusted at every turn.

Further, the City improperly increased the Appellant's cost estimates and the Appellant's actual costs for work already performed, with no explanation or support for it increases. The City also added additional costs that were already accounted for or should have been excluded per the City's own ordinance and FEMA's recommendation, with no explanation or support for the additions. At every stage of the permit process the standards applied to the Appellant and his property were inappropriate, contrary to established law, contrary to the City's own rejection letters, arbitrary, capricious, and discriminatory.

Respectfully Submitted,

By: s/James S. Lupino
JAMES S. LUPINO, ESQ.
Florida Bar No. 244481

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Attorneys for Appellant, Chad T. Tracy
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305-852-8848 Facsimile
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mvanheusen@hlylaw.com - secondary
dcortina@hlylaw.com - secondary

APPELLANT’S FIRST SUBMITTED EXHIBIT AND WITNESS LIST

This preliminary Exhibit and Witness List was prepared by the law firm of Hershoff, Lupino & Yagel, P.A. on behalf of Chad T. Tracy. Additional exhibits and supporting documents will be submitted as they become available following this Brief, per an agreement with David Migut. A final Exhibit List will be submitted with a reasonable time before the set hearing date.

Exhibits Index –

1. Appraisal of Erin C. Arnett- **Exhibit F**
2. Appraisal of Patricia E. Stabler- **Exhibit E**
3. City internal communications – **Pending Public Records Request**
4. Communication with the City’s appraiser. - **Pending Public Records Request**
5. Permit application files similar properties. - **Pending Public Records Request**
6. The City’s adjusted Estimated Cost of Reconstruction/Improvements- **Exhibit D**
7. Cost estimates submitted by Appellant- **Exhibit D**
8. Tax Appraiser’s Property Card for Subject Property- **Exhibit G**
9. June 29, 2018 Denial Letter – **Exhibit B**
10. October 26, 2018 Denial Letter – **Exhibit C**
11. December 20, 2018 Final Denial Letter – **Exhibit A**
12. City of Marathon Ordinance 2005-04 – **Exhibit N**
13. City of Marathon Substantial Improvement Packet – **Exhibit M**
14. Supporting documentation for cost estimates submitted by Appellant:
* Additional supporting documentation is forthcoming*

Exhibit #	Category
H	Concrete Slab
I	Masonry Walls
J	Carpentry
K	Electrical
L	HVAC

Witness List-

A. Fact Witnesses:

1. Erin C Arnett, *Appraiser*
Appraisal Certified Services, Inc.
Cell: 305-481-0367

2. John Murphy, *HV/AC provider*
Florida Keys Air Conditioning

Cell: 305-289-9515

3. Dave Rodrigues, *Electrician*
Superior Electric

Cell: 305-432-7728

B. Expert Witnesses:

4. Sam Williams, *Realtor*
Coldwell-Schmitt

Cell: 305-942-6069

5. Chris Gratton, *Contractor*
Key Contracting Services,

Cell: 305-743-7080

6. Ed Sims, *Contractor*
Ed Sims Development

Cell: 305-360-7299

7. Will Campbell, PE, *Engineer*
Campbell Engineering

Cell: 305-735-4626

8. Harry Kostic, JR., *Private Building Inspector*
All Aspects Inspection Services, LLC

Cell: 305-745-1200

EXHIBIT “A”



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050
Phone: (305) 289-4111 Fax: (305) 743-3667
garrettg@ci.marathon.fl.us

20 December 2018

Mr. Chad Tracy
Patriot Building
Construction 36
Arnoldsville Road, Suite 7
Crawford, Georgia 30630

RE – Property located at 868 73rd Street, Ocean Dear Mr. Tracy:

This letter serves to inform you that City has further reviewed your permit application to complete repairs and reconnect to sewer for property located at 868 73rd Street, Ocean. As previously determined in the City's letter dated October 26, 2018, your application to complete requested repairs is hereby denied.

We met on July 25, 2018 and several additional times since that date. The City has reviewed the additional information provided by you and has made independent assessments of both your repair cost estimates and appraisal information (both attached).

Based on the City's estimate of necessary repair cost and an independent appraisal of the depreciated value of the residential structure on your property, the City has determined that the work completed to date and the work proposed exceeds 50 percent of the value of the residence.

The City of Marathon participates in the FEMA National Flood Insurance Program (NFIP) and has adopted a floodplain ordinance through which it regulates new development, maintenance and improvement of existing structures, and instances of catastrophic impacts such as Hurricane Irma. After destructive, flooding events such as Hurricane Irma, the City is required to initiate a "Substantial Damage" assessment of impacted structures. In this context, the term substantial damage means, **"damage of any origin sustained by a structure whereby the cost of restoring the structure would equal or exceed 50 percent of the market value of the structure before the damage occurred."**

Under the City's ordinances and in compliance with its participation in the FEMA NFIP and as a member of the FEMA Community Rating System (CRS), substantially damaged structures must then meet all Florida Building Code (FBC) and all floodplain management standards. This includes the elevation of structures to meet the current Base Flood Elevations (BFE) as promulgated through the NFIP Flood Insurance Rate Maps (FIRM).

Under the NFIP, the Increased Cost of Compliance (ICC) program may provide additional assistance to either elevate or remove flood damaged structures on your property.

Should you need additional information, do not hesitate to contact the City.

Sincerely,



George Garrett
Planning Director
Floodplain Administrator



Doug Lewis
Building Official
Growth Management Director

Cc David Migut
Diane Clavier
Brian Shea
Patti Childress

EXHIBIT “B”

P2018-0878

Cost to rebuild back to pre-damaged condition (depreciated): \$341,740.00

Cost of work in addition to existing structure: \$60,091.00

Using provided estimates for rebuilding and new construction, an extrapolated cost for each phase of construction was used to determine value of non-altered/replaced elements. Specifically, the existing foundation, masonry walls and roof rafters within a 1,420+420 square foot area. The roofing system has also been removed and replaced and is not reflected in the cost of the existing structure.

1. The "new" foundation area represents 280sf. Using the provided SI/SD estimated cost of \$3,109.00 towards the new foundation/slab, a square foot cost of \$11.10 was extrapolated.
2. Using the provided SI/SD estimated cost of both masonry and steel reinforcement, a cost of \$4,059.00 for the new exterior masonry walls determined. This cost was then divided by the lineal foot of new exterior wall to extrapolate a lineal foot cost of \$92.25.
3. The cost of windows and doors were assessed at \$600.00 per unit, using a cost scale of the new single window and door being installed within the addition. The original windows and door are estimated to be valued at \$5,400.00 based on the SI/SD form.
4. The roof rafters within the new addition were estimated at \$1,598.00, divided by the square foot area of the addition (280sf). A square foot cost of \$5.71 was extrapolated.

Using the above information towards each portion of the existing structure that was not repaired or replaced within the 1,840 square foot areas (including the exterior area and laundry room/storage), an allowance of \$52,114.36 was calculated towards the non-affected areas. This leaves an estimated cost of new work to be completed, based on the appraised value, of **\$289,625.64**.

Depreciated cost to build: \$341,740.00

Cost of repairs/remodel/additions: \$289,625.64

The cost to rebuild exceeds the cost of proposed repairs/remodel/addition by over 50%, this exceeds the SI/SD guidelines and requires that the structure in question maintain minimum flood level requirements.

SITE DATA

SITE ADDRESS: 868 73RD ST., MARATHON, FLORIDA
 RE: 00342339-000000
 ZONING: RM (RESIDENTIAL MEDIUM) FLUM: RM TIER: III
 FLOOD ZONE: AE7
 F.I.R.M. - COMMUNITY #120870; MAP & PANEL #1383 SUFFIX K; DATE: 02-18-05
 SECTION/TOWNSHIP/RANGE: 06-08-25
 LEGAL DESCRIPTION: LT 11 FIELD SUBDIVISION P63-78 KEY VACA OR487-559
 OCCUPANCY: R-3 RESIDENTIAL SINGLE FAMILY
 TYPE OF CONSTRUCTION: VB

DESIGN DATA

THE WORK DEPICTED HEREIN WAS DESIGNED TO MEET THE REQUIREMENTS OF THE 2017 FLORIDA BUILDING CODE AND THE LATEST EDITIONS OF THE FLORIDA MODEL ENERGY CODE, FIRE CODE, LIFE SAFETY CODE AND THE NATIONAL ELECTRIC CODE.
 THE FOLLOWING LOADINGS WERE USED:
 DESIGN LOADS: ASCE 7-10
 WIND LOAD: 190 mph; 3 sec gust; EXPOSURE D; ROOF LIVE LOAD 20 PSF; DEAD LOAD 15 PSF; FLOOR LL 40 PSF
 SOIL BEARING CAPACITY ASSUMED 2000LBS PER SQ FT
 FEMA FLOOD DESIGN PER ASCE 24-14

INDEX OF DRAWINGS

SHEET CS-1 - SITE PLAN, AND LOCATION MAP
 SHEET A-1 - FLOOR PLAN, AND ELEVATIONS
 SHEET S-1 - FOUNDATION PLAN, STRUCTURAL ROOF PLAN, DETAILS AND NOTES
 SHEET G-1 - GENERAL NOTES

GENERAL NOTES

1. THESE PLANS ARE FOR THE CONSTRUCTION AT THE LOCATION SO DESIGNATED HEREIN
2. THE CONTRACTOR SHALL PROVIDE ALL MATERIAL, LABOR, EQUIPMENT AND SUPERVISION NECESSARY TO PROVIDE THE WORK COMPLETE AND READY FOR USE.
3. THERE SHALL BE NO DEVIATION FROM THESE PLANS WITHOUT PRIOR APPROVAL FROM THE ENGINEER OF RECORD
4. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS BEFORE BID CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS OF THE WORK SITE AND REPORT ANY DISCREPANCIES, DIFFERENCES OR CONDITIONS THAT ARE UNSATISFACTORY OR UNSAFE.
5. NOTIFY THE ENGINEER OF RECORD IMMEDIATELY OF ANY DISCREPANCIES, DIFFERENCES, UNSATISFACTORY OR UNSAFE CONDITIONS. ANY MODIFICATIONS OR CHANGES MADE WITHOUT PRIOR WRITTEN APPROVAL FROM THE OWNER AND ENGINEER OF RECORD SHALL NOT BE ALLOWED. ANY REWORK, RESTORATION OR OTHER IMPACT AS A RESULT OF NOT OBTAINING SUCH PRIOR APPROVAL WILL BE MADE BY THE CONTRACTOR WITHOUT ADDITIONAL COST OR COMPENSATION FROM THE OWNER.
6. THE CONTRACTOR SHALL PROVIDE FOR THE SAFETY, PREVENTION OF INJURY OR OTHER LOSS AT THE JOB TO ALL PERSONS EMPLOYED IN THE WORK, PERSONS VISITING THE WORK AND THE GENERAL PUBLIC. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE PREVENTION OF DAMAGE, DUE TO THE WORK, TO MATERIALS OR EQUIPMENT AND OTHER PROPERTY AT THE SITE OR ADJACENT THERETO.
7. NO RESEARCH AS TO THE PRESENCE OF UNDERGROUND UTILITIES HAS BEEN INCLUDED ON OR PERFORMED FOR THIS PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING SUNSHINE UTILITY LOCATE SERVICE PRIOR TO ANY CONSTRUCTION WITHIN ANY PUBLIC RIGHT-OF-WAY OR OTHER AREAS WHERE UNDERGROUND UTILITIES MAY BE PRESENT (I.E. IN AND AROUND UTILITY EASEMENTS, ETC.)
8. THE GENERAL CONTRACTOR SHALL PROVIDE AN ON-SITE DUMPSTER IN A LOCATION COORDINATED WITH THE OWNER FOR THE DISPOSAL OF REMOVED MATERIAL AND CONSTRUCTION DEBRIS. THE DUMPSTER SHALL BE EMPTIED AT APPROPRIATE INTERVALS TO PREVENT OVERFLOW AND UNSIGHTLY CONDITIONS.
9. THE CONTRACTOR SHALL PERFORM ALL WORK IN STRICT CONFORMANCE WITH THE PLANS, 2017 FLORIDA BUILDING CODE, LOCAL CODES AND ORDINANCES, MANUFACTURER RECOMMENDATIONS AND ACCEPTABLE TRADE PRACTICES. ANY CONFLICT BETWEEN THESE REQUIREMENTS AND THE MOST STRINGENT REQUIREMENTS SHALL GOVERN THE WORK.
10. SHOP DRAWINGS OF ALL PREFABRICATED STRUCTURAL FLOOR AND ROOF SYSTEMS AND MECHANICAL SYSTEMS SHALL BEAR THE SEAL OF A FLORIDA PROFESSIONAL ENGINEER AS REQUIRED BY THE 2017 FLORIDA BUILDING CODE AND SHALL BE SUBMITTED TO THE ENGINEER OF RECORD BY THE CONTRACTOR FOR APPROVAL PRIOR TO FABRICATION AND INSTALLATION.
11. THE CONTRACTOR SHALL NOT SCALE DRAWINGS. ANY INFORMATION THAT THE CONTRACTOR CANNOT OBTAIN FROM DIMENSIONS, DETAIL OR SCHEDULE SHALL BE OBTAINED FROM THE ENGINEER OF RECORD.
12. THE CONTRACTOR SHALL COORDINATE THE WORK OF ALL TRADES TO PREVENT ANY CONFLICTS.
13. THE CONTRACTOR SHALL FURNISH ALL SUBCONTRACTORS WITH A COMPLETE SET OF PLANS. ALL CHANGES SHALL BE NOTED ON THE DRAWINGS AND (2) COMPLETE AS-BUILT SETS SHALL BE DELIVERED TO THE OWNER AFTER COMPLETION OF WORK.
14. THESE PLANS, AS DRAWN AND NOTED, COMPLY WITH THE BUILDING ENVELOPE ENERGY REQUIREMENTS OF THE FLORIDA MODEL ENERGY CODE. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE GOVERNING CODE IN ITS ENTIRETY AND BUILD IN ACCORDANCE WITH ALL PROVISIONS OF THIS CODE.

LEGEND

SYMBOLS	MATERIAL INDICATIONS	LIST OF ABBREVIATIONS
		& @ AND AT
		APPROX. APPROXIMATELY
		FT FOOT/FEET
		FFL FRESH FLOOR LEVEL
		IN INCH
		MAX MAXIMUM
		MIN MINIMUM
		# NUMBER
		O.C. ON CENTER
		LB. POUND
		PSI POUND PER SQUARE INCH
		PT PRESSURE TREATED
		SF SQUARE FOOT/FEET
		T & G TONGUE AND GROOVE
		WWM WELDED WIRE MESH

SITE



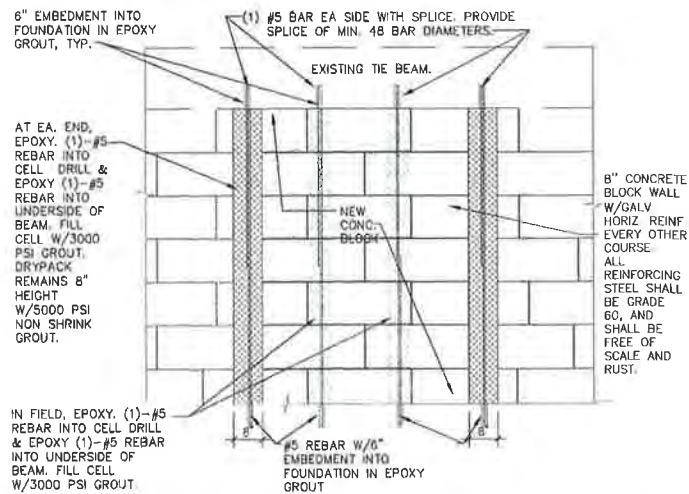
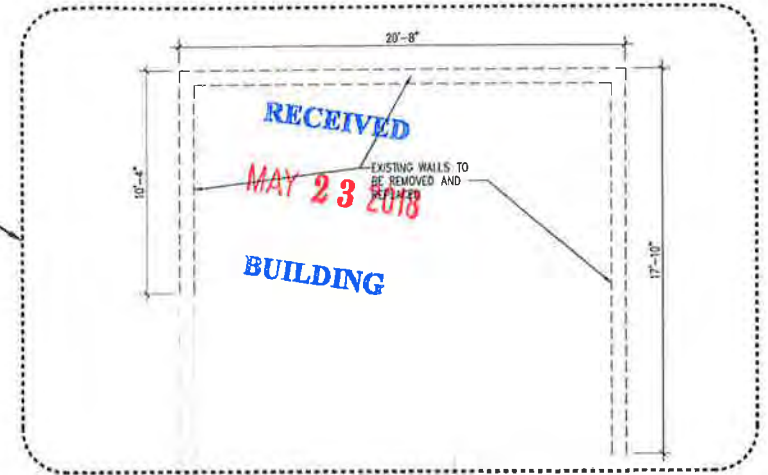
2 LOCATION MAP
 CS-1 SCALE: NOT TO SCALE

DEMOLITION NOTES:

PROTECT ALL EXISTING CONSTRUCTION, NOT SCHEDULED FOR REMOVAL, AT ALL TIMES. PROVIDE ADEQUATE SHORING AND/OR BRACING TO PREVENT DAMAGE. PROMPTLY REPAIR DAMAGE CAUSED TO ADJACENT FACILITIES BY DEMOLITION WORK AT NO COST TO THE OWNER.
 PROVIDE TEMPORARY BARRICADES AND OTHER FORMS OF PROTECTION AS REQUIRED TO PROTECT INDIVIDUALS FROM INJURY. PROVIDE SECURITY LOCKS OR OTHER MEANS TO PREVENT INADVERTENT ENTRY INTO WORK ZONE.
 CONSTRUCT DUST PROOF PARTITIONS TO SEPARATE WORK AREA WHERE NOISY OR DUSTY OPERATIONS ARE PERFORMED. KEEP WORK AREAS CLEAN TO LIMIT DUST AND DIRT TRACKING TO NON-CONSTRUCTION ZONES.
 MAINTAIN EXISTING UTILITIES FOR USE BY OWNER AND PROTECT FROM DAMAGE WHEN SERVICE INTERRUPTION IS UNAVOIDABLE. COORDINATE WITH OWNER AND UTILITY COMPANIES. PROVIDE TEMPORARY UTILITY SERVICE AS REQUIRED BY OWNER.
SHORING AND BRACING:
 PROVIDE ADEQUATE SHORING AND BRACING AT ALL LOCATIONS WHERE NEW OPENINGS ARE SHOWN TO BE CUT INTO EXISTING LOAD BEARING WALLS.
 SHORING SHALL BE PERFORMED BY AN EXPERIENCED SHORING CONTRACTOR.
 SHORING SHALL BE CONTINUOUS TO THE LOWEST LEVEL AND BE ADEQUATELY DISTRIBUTED TO PREVENT DAMAGE TO EXISTING GRADE SLABS.

RESIDENTIAL REPAIRS

AREA OF WORK



2 TYPICAL CMU INFILL DETAIL
 CS-1 SCALE: 1/2"=1'-0"

1 DEMOLITION FLOOR PLAN
 CS-1 SCALE: 1/4"=1'-0"

SHEET 1 OF 4	Date: MAY 7, 2018	Campbell Engineering Consultants, LLC. William R. Campbell, P.E. License #: 79269 Email: wrcampbell2284@gmail.com Phone #: 305-363-8330	COVER SHEET, DEMOLITION PLAN AND MAP	RESIDENTIAL REPAIR
SHEET #: CS-1				868 73RD ST. MARATHON, FL





EXHIBIT “C”



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050
Phone: (305) 289-4111 Fax: (305) 743-3667
garrettg@ci.marathon.fl.us

26 October 2018

Mr. Chad Tracy
Patriot Building Construction
36 Arnoldsville Road, Suite 7
Crawford, Georgia 30630

RE – Property located at 868 73rd Street, Ocean

Dear Mr. Tracy:

This letter serves to inform you that your permit application to complete repairs and reconnect to sewer for property located at 868 73rd Street, Ocean has been denied.

We met on July 25, 2018 to discuss permit exceedances and to obtain information concerning the work done thus far toward the repair of the residence on your property. Based on the City's review of your permit application and of the work done to date, the City believes exceeds the FEMA guidance and the City's floodplain Ordinance for Substantial Damage. As you have failed to provide any additional information in support of your current permit application, the permit is hereby denied.

Should you need additional information, do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "George Garrett". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

George Garrett
Planning Director

Cc Doug Lewis
Brian Shea
Patti Childress

EXHIBIT “D”

Estimated Cost Of Reconstruction / Improvements

Parcel ID PE No. 00 344330-000000

Address 568 73rd St, Ovea

When submitting an application for remodeling, rehabilitation, and/or additions each category must be broken down into labor and material costs. The final price must be a total price for all proposed finished work. Overhead and profit should be included. Costs related to site work are not considered as part of work on buildings or other structures and will not be counted in the cumulative total.

The Cost Estimate of reconstruction / improvement must be prepared and signed by a licensed General Contractor.

Construction Type	OURS	THEIR	DIF
	Material Cost	Labor Cost	Total Cost
Demolition	3800.00	2600	1200
Foundation complete	6090.00	0	6090
Structural Steel	-325-	325	0
Masonry Walls	7113.00	3734	3379
Concrete Slab (area)	4500.00	3109	1391
Concrete Columns (poured or driven)	0	0	0
Carpentry complete	15,400.00	12,000	3400
Gas Complete DUMPSTER	650.00	0	650
Stucco	-2200-	2200	0
Mirrors and Fixed Glass	-150-	150	0
Central Vacuum	0	0	0
Elevator	0	0	0
Appliances (Built in)	5600.00	2200	3400
Water Softener	0	0	0
Trusses	>	2148 ^{1/2}	0
Roofing (Complete)	14,400.00	9300	2952
Mechanical Complete	-600-	600	0
Pumping Complete	-6500-	6500	0
Electrical Complete	14,000	10,000	4,000
Lighting Fixtures	-500-	500	0
Ceiling Fans	-500-	500	0
Intercom or Alarm Systems	0	0	0
HVAC Complete	10,300.00	8,000	2,300
Exterior Doors and Windows	5380.00	1400	3980
Exterior Finish	7800.00	3300	4500
Insulation Complete	-3400-	3400	0
Drywall Complete	11,300.00	6500	4800
Ceramic Tile Complete	-4100-	4100	0
Fireplace	0	0	0
Painting Complete	8200.00	3700	4500
Cabinets Complete	9,000.00	4500	4500
Other	-4000-	4000.00	0
Total	145,808.00	94,766	51,042

EXHIBIT “E”

50 % FEMA Rule Retrospective Appraisal Report



Tracy Residence
868 73rd Street
Marathon, Florida 33050



This Appraisal Report is to be used as basis for the 50% FEMA Rule regarding repair/rehab of the subject property. It cannot be used for any other purpose. This report will not be fully understood by users other than the building department of the City of Marathon.

I am a Florida State-Certified General Real Estate Appraiser RZ 2890; I have complied with all the rules and regulations of the Florida Real Estate Appraisal Board, USPAP and Codes and Ethics of the Appraisal Institute.

Thank you for the opportunity of providing this service to you; please do not hesitate to call with any questions or comments.

Yours truly,

A handwritten signature in blue ink that reads "Patricia E. Staebler, SRA". The signature is written in a cursive style and is contained within a white rectangular box.



Patricia E. Staebler, SRA, RS
FL State Certified General Appraiser RZ2890



Scope of Work

The scope of work for this assignment is to appraise the improvements of the subject property **without** the underlying land value and develop an opinion of the depreciated value of the structure. As the assignment calls for the depreciated value of the improvements only, no Sales Comparison or Income Approach is necessary. A development of Highest and Best Use is also not necessary for this kind of assignment.

In order to estimate the replacement value new of the improvements, I have utilized the cost service published by Core Logic. This national cost estimating publication covers a wide range of improvement types and construction qualities utilizing regional, location, size, climate and cost modification multipliers.

Furthermore, it is vital to understand that the “replacement value new” will be calculated based on the as-built condition of the structure. No current code considerations such as impact openings, elevation, updated utilities, etc. are included.

Owner of Record

Chad Tracy
868 73rd St Ocean
Miami Beach, FL 33141

Identification of the client

The client is the City of Marathon.

Identification of the users

The only user of this appraisal report is the City of Marathon.

Identification of the Subject Property

The subject property is identified with the Monroe County Property Appraiser Parcel ID# 00342330-000000.

Date of the Appraisal

The date of the appraisal is the day before the hurricane affected the City of Marathon, September 10, 2017; the date of the appraisal report is December 19, 2018.



Purpose and Function of the Appraisal

The purpose of the appraisal is to estimate the depreciated value of the improvements without the underlying land value to determine the permissible amount for renovations for the subject property.

Flood Map Information:

The subject property is located in flood zone AE with a base flood elevation of 7 feet, according to FEMA FIRM panel 12087C1383K, effective February 18, 2005. The Flood Zone data is for informational purposes only; flood zones should always be verified with FEMA or the local building department. A copy of the flood map was presented in the map and aerial section.

Definitions:

Living Area:

All enclosed space which is air conditioned.

Additional Living Area:

Space, which might have been utility space or an open area, which was converted and added to the living area.

GBA (Gross Building Area):

The total floor area of a building, measured from the exterior of the walls. The area includes conditioned space, garages and open porch areas under main roof.

Garage and Garage Ratio:

Only attached garages will be included in a FEMA appraisal. We establish the ratio to apply the proper percentage to the occupancy single-family home vs. parking.

50% Rule:

The 50% Rule is a National Flood Insurance Program (NFIP) regulation which states that structures whose lowest living floor does not meet or exceed the current required Base Flood Elevation (BFE) specified on the Flood Insurance Rate Map (FIRM) may not be substantially improved.



Substantial Improvement:

Substantial improvement is any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which exceeds 50% of the depreciated construction value of the structure before the start of construction of the improvement.

Replacement Value New:

Replacement Cost Value (RCV) determines the cost of the "as-built" condition of the structure, without consideration of the underlying land value, depreciation, and code upgrades.

Actual Cash Value:

"Actual cash value (ACV) is the cost to replace a building on the same parcel with a new building of like-kind and quality, minus depreciation due to age, use, and neglect. ACV does not consider loss in value simply due to outmoded design or location factors. The concept of ACV is used in both the insurance industry and the construction industry. In most situations, ACV is a reasonable approximation of "market" value of the structure.

Depreciation accounts for the physical condition of a structure. Depreciation does not take into account functional obsolescence (e.g., outmoded design or construction that pre-dates current codes) or factors that are external to the structure (e.g., reputation of schools or distance to shopping and parks). Commercially available references provide tables and formulas to calculate physical depreciation. These tables and formulas are objective and are used by most professionals in the fields of property appraisal and building inspection."⁴

Appraisal Methodology:

Based on the FEMA "Substantial Improvement and Substantial Damage Desk Reference", there are four different ways to determine the depreciated value of a property for the 50% FEMA Rule appraisal:

1. Market Value Appraisal
2. Adjusted Assessed Value
3. Qualified Estimates
4. Actual Cash Value (ACV)

⁴ Substantial Improvement and Substantial Damage Desk Reference FEMA P-758 / May 2010 4.5.3.



1. The Professional Property Appraisal refers to the “every-day” market valuation based on sales comparables, while deducting the land and every site improvement, such as pools, detached structures, etc. There are disadvantages when using market valuation:

- In built-out coastal areas, it might be difficult to find appropriate land sales to establish land value for the subject property to deduct the land from the market value.
- Market value can range significantly depending on the economy. For example, during the recession, a property could have a much lower market value, allowing for much less construction based on the 50% FEMA rule when compared to the upper end of the economic cycle, when property values are soaring. Construction costs do not increase or decrease proportionally to the market value of real estate, and it is my opinion that market value is the wrong method of valuation for the 50% FEMA Rule appraisal.

2. The Adjusted Assessed Value is based on the property appraiser or assessor’s value and has the same limitations as the market value with the added disadvantage that it lags one year behind the market development. Furthermore, the assessed value is usually much lower than the market value because property appraisers have a 10-15% leeway in assessing property.

3. Qualified Estimates are developed by a “qualified official” of the building department, which are usually not being used to ensure impartiality between the property owner and the building department.

4. Actual Cash Value (ACV) is the fourth method for the 50% FEMA rule appraisal, and in my opinion, the only valid valuation, because this method:

- Estimates the cost of construction “as-built”
- Allows for proper application of depreciation
- Does not consider land value
- Does not include any site improvements
- Is easy to understand by construction professionals, building contractors and building officials alike



To develop the actual cash value (depreciated value of the structure) the following steps will be taken:

- Determination of replacement value new (RCV)
- Calculation of depreciation
 - Useful life
 - Historical age/effective age
- RCV minus depreciation to arrive at ACV

Highest and Best Use

Because the scope of work explicitly demands the valuation of the improvements only, without the underlying land value and without consideration of the market value, no development of the highest and best use is necessary.



**Occupancy used in this valuation:
House, Single Family**

This occupancy represents a typical, single-family, one or two-story structure. Based on the square footage of the building, this structure will vary the size of the kitchen and increase the number of bedrooms, bathrooms, and specialty rooms as the home becomes larger. Examples of specialty rooms include the living room, dining room, den, and large foyer.

Included:

- Bathroom Cabinets
- Carpeting
- Ceramic Tile
- Cooling System
- Heating System
- Kitchen Cabinets
- Sheet Vinyl Flooring
- Telephone Wiring

Not Included:

- Appliances
- Furniture
- Window Treatments

Multiplier used for this valuation:

Multiplier Calculation	
Wind/Weather Extremes	1.05
Local	1.14
Current	1.01
Total	1.21

Besides the usual *local* and *current* multipliers, I used *wind/weather extremes* for the general location. The Key West location is represented with the local multiplier of 1.14; current cost corrections are contained in the “current” multiplier with 1.01.



Replacement Value (NEW)

Valuation Detailed Report



12/17/2018

VALUATION

Valuation Number:	City of Marathon	Effective Date:	12/14/2018
Value Basis:	New Construction	Expiration Date:	12/14/2019
		Cost as of:	06/2018

BUSINESS

City of Marathon
9805 Overseas Highway
Marathon, FL 33050 USA

LOCATION 4 - Tracy Residence

Tracy Residence
868 73rd Street
Marathon, FL 33050 USA

Location Adjustments

Climatic Region:	3 - Warm
High Wind Region:	3 - Major Damage
Seismic Zone:	1 - No Damage

BUILDING 001 - Single-Family Residence

Section 1

SUPERSTRUCTURE

Occupancy:	100% House, Single Family	Story Height:	9 ft.
Construction Type:	100% Masonry (ISO 2)	Number of Stories:	1
Gross Floor Area:	1,424 sq.ft.	Irregular Adjustment:	None

Construction Quality: 2.0 - Average 2.0

Year Built:

Adjustments

User Adjustment Factor:	1.21 - Multiplier		
Hillside Construction:	Degree of Slope: Level	Site Accessibility:	Good
	Site Position: Unknown	Soil Condition:	Good

Fees

Architect Fees:	0% is included
Overhead and Profit:	20% is included



Valuation Detailed Report

12/17/2018

SUMMARY OF COSTS	User Provided	System Provided	Replacement	Exclusion
SUPERSTRUCTURE				
Site Preparation			\$358	
Foundations			\$19,306	
Foundation Wall				
Interior Foundations				
Slab On Ground				
Exterior			\$62,694	
Framing				
Exterior Wall	20% Wall Openings			
Exterior Wall	100% Stucco on Masonry			
Structural Floor				
Roof				
Material	100% Built-Up/Tar and Gravel			
Pitch	100% Flat			
Interior			\$57,112	
Floor Finish	100% Tile, Ceramic			
Ceiling Finish	100% Paneling, Wood			
Partitions				
Length	100 ft.			
Structure	100% Studs, Girts, etc.			
Finish	100% Drywall			
	97% Paint			
	97% Textured Finish			
	3% Tile, Ceramic			
Mechanicals			\$38,595	
Heating	100% None			
Cooling	100% Thru-Wall Units			
Fire Protection				



Valuation Detailed Report

12/17/2018

SUMMARY OF COSTS	User Provided	System Provided	Replacement	Exclusion
Plumbing	8 Total Fixtures			
Electrical	100% Average Quality			
Elevators				
Built-ins			\$10,056	
SUBTOTAL RC			\$188,122	
ADDITIONS				
Custom Items				
	Open Porch		\$11,200	
	Patio		\$2,400	
Total Additions			\$13,600	
TOTAL RC SECTION 1			\$201,722	
TOTAL RC BUILDING 001 Single-Family Residence			\$201,722	

Note: 100% tile floor cover assumed, due to lack of information.

Staebler Appraisal and Consulting, Inc. is not a public company and is not a member of the National Automated Valuation System (NAVS). This report is for informational purposes only and should not be used for any other purpose. The information contained herein is based on the information provided to the appraiser and is not a guarantee of value. The appraiser is not responsible for the accuracy of the information provided to the appraiser.

This appraisal is for informational purposes only and should not be used for any other purpose. The information contained herein is based on the information provided to the appraiser and is not a guarantee of value. The appraiser is not responsible for the accuracy of the information provided to the appraiser.

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Conclusion Final Replacement Value New

I had discussions with builders familiar with construction in the market area. Properties such as the subject building could be constructed for a square foot cost (enclosed area) of \$130-\$160, considering the island location. This cost/SF is higher than seen in other properties because the subject property is rather small when compared to an average 2,000 SF home. Taking the economy of scale into consideration, the higher cost/SF is reasonable. **Please keep in mind this cost per SF does not consider any code upgrades, such as elevation, impact resistant openings and all other compliances with the Florida Building Code.**

Considering the builder's estimate the construction cost ranges from rounded \$185,000 to \$228,000. The final value (RCV New) is \$202,000 (rounded) which is \$142 per SF of total enclosed area (1,424 SF). The Core Logic valuation goes along with the general contractor's opinion and estimate of cost/SF.

Final Replacement Value New

\$202,000 (rounded)



Calculation of Depreciation

Typical Life Expectancy

OCCUPANCY	CLASS	A	B	C	D	S
SECTIONS 12 & 42, RESIDENCES, MULTIPLES (GARDEN APTS.) AND MOTELS						
Single-family and guest houses, excellent and high value .		----	----	65	60	----
average, good and very good		----	----	60	55	55
fair quality		----	----	55	50	----
low cost		----	----	50	45	----

The typical life expectancy (also called useful life) for a single-family home of average quality is 55 – 60 years, as indicated in the national cost data publication Marshall and Swift. Keep in mind that the term useful life was introduced in the “valuation world” to quantify the time at which the structure might not be longer used for its intended purpose. A structure such as the subject property can have a perpetual life, if maintained on a regular basis and renovated from time to time to keep up with market expectations.

I examined statistical data of single-family homes in the city of Marathon and found, there are multiple buildings with the same use, which are beyond the “industry normed” expected life, see the following spreadsheet.

Statistics RECAP SFR	
Total Properties Surveyed	2,823
Property Type	SFR Detached
Year Built Range	1928 - 2000
Subject Properties Range Year Built	1953-1963
Oldest Building Historical Age	90
Oldest Building Effective Age	15
Buildings beyond industry normed age (55-60)	713
Average Historial Age [713 in age group]	61
Average Effective Age [713 in age group]	22

I surveyed a total of 2,823 residences all built between 1928 and 2000. The subject property falls within a range of examined properties built between 1953 and 1963. The average historical age (61) and the estimated corresponding effective age (22) is shown in the spreadsheet above. Some of the properties at the top of the age range have historical ages of 80 - 90 years with an effective age ranging from 15 to 40 years.



What we can learn from these numbers is the fact that the industry normed typical life does not apply to the full extent. However, for the calculation of the depreciation it is necessary to come to a conclusion for the life expectancy. Based on observed ages of similar property and based on my familiarity with real estate in the market area, it is my professional opinion the life expectancy of the subject property should be found above the industry normed range at **60 - 65 years.**



Economic Age/Life Method

Please recall, that FEMA rules and regulations do not require to account for functional obsolescence, therefore the only forms of depreciation to be included in the depreciation consideration is deferred maintenance and deterioration in general. Based on my observation, the current condition of the building and its general age it is my opinion the building has an effective age of 25-30 years.

To calculate the depreciation, two methods are available:

1. Marshall and Swift Depreciation Tables
2. Age over Life Method

Both methods are straight-line depreciation methods and are valid to use for depreciation in a FEMA appraisal, because functional obsolescence does not have to be considered. To be inclusive, I will calculate both methods and derive an average of the two depreciation methods.

1. Marshall and Swift Depreciation Table

EFFECTIVE AGE IN YEARS	TYPICAL LIFE EXPECTANCY IN YEARS										
	70	65	60	55	50	45	40	35	30	25	20
1	0	0	0	1	1	1	1	2	2	3	3
2	1	1	1	2	2	2	3	4	4	6	7
3	1	2	2	2	3	3	4	5	6	9	11
4	2	2	3	3	4	4	5	7	9	12	15
5	2	3	4	4	5	6	7	9	12	15	20
6	3	4	4	5	6	7	9	11	14	18	24
7	4	5	5	6	7	8	10	13	17	22	28
8	4	5	6	7	8	10	12	15	19	25	33
9	5	6	7	8	10	11	14	17	22	29	38
10	5	7	8	9	11	13	16	20	25	32	43
11	6	8	9	10	12	14	18	22	28	36	48
12	7	9	10	11	13	15	20	24	31	40	53
13	8	10	11	12	15	17	22	26	34	44	57
14	8	10	12	13	16	19	24	29	37	48	61
15	9	11	12	15	17	21	26	32	40	52	66
16	10	12	13	16	19	23	28	34	43	55	70
17	10	13	15	17	20	25	30	37	46	59	73
18	11	14	16	19	22	27	32	40	50	63	76
19	12	15	17	20	24	28	34	43	53	67	78
20	13	16	18	21	25	30	37	45	56	71	79
22	14	17	20	23	28	34	42	51	62	76	80
24	16	20	23	26	31	38	47	57	68	79	
26	18	22	25	29	35	43	52	62	74	80	
28	20	24	28	33	39	47	57	68	77		
30	22	27	31	36	44	52	62	71	79		
32	24	29	34	40	47	56	67	74	80		
34	27	32	37	44	51	60	71	77			
36	29	35	40	47	55	65	74	79			
38	32	38	43	51	59	69	77	80			
40	35	41	47	55	63	72	79				

The average depreciation based on the presented depreciation table is 25%.



2. Age over Life Method

The effective age and total economic life expectancy of a structure are the primary concepts used in measuring depreciation using age-life relationships. In the economic age-life method, total depreciation is estimated by calculating the ratio of the effective age of the property to its economic life expectancy and applying this ratio to the property's total cost.⁵

Economic Age/Life Formula:

Effective Age /Life Expectancy times Total Cost New (RCV) = Depreciation

Economic Age/Life Formula				
Effective Age	Life Expectancy	Total Cost	Depreciation	In Percent
25	60	\$202,000	\$84,167	42%
30	60	\$202,000	\$101,000	50%
25	65	\$202,000	\$77,692	38%
30	65	\$202,000	\$93,231	46%
Average				44%

Because I concluded to a range of useful life and a range of effective age, the spreadsheet displays four calculations, which are average. The depreciation using the Age over Life Method results in 44%.

Average Depreciation:

Because both methods are consistently used for the cost approach, and both methods have their advantages and disadvantages, I will utilize both methods and derive an average depreciation percentage, resulting in an average depreciation of 35%, see spreadsheet below:

Average Depreciation	
M&S Tables	25%
Age over Life	44%
Average	35%

⁵ The Appraisal of Real Estate 13th Edition, The Appraisal Institute



Final Depreciated Value

Replacement Value (RCV)	\$202,000
<u>Minus Depreciation 35%</u>	<u>\$70,700</u>
Depreciated Value (ACV)	\$131,300

For this appraisal assignment, I valued the subject property in its current condition by calculating the replacement value new without consideration of the current building code requirements, such as elevation. I took all property elements into consideration which are permissible by FEMA rules and guidelines⁶ and excluded all site improvements which are not attached to the building.

The useful life of the building and its effective age resulted in the computation of the depreciation which I applied to the replacement value resulting in the depreciated value of the structure.

Final depreciated value of the structure:

\$131,000 (rounded)

⁶ Substantial Improvement/Substantial Damage Desk Reference, FEMA Publication 758



Addenda

- Appraiser's Qualifications
-

*Patricia E. Staebler, SRA, RS
State Certified General Appraiser RZ 2890*

Bradenton, Florida 34212 ▪ 941.705-0123 ▪ patricia@staeblerappraisal.com

career summary

Background encompasses managing engineering office, on-site construction cost control, project management, technical understanding of construction procedures, staff training for interns, staff training middle management, property management residential and commercial 60+ units, insurance claims adjusting, extensive experience in eminent domain appraisal, commercial and residential real estate appraisal.

expertise

Insurable Value Appraisal
Reserve Studies
50% FEMA Rule Appraisal
Cost Segregation Analysis
Pre-Construction Consulting for accelerated depreciation
Construction Cost Estimating
Construction bidding process
Project Control/Management
Site Development Supervision
Eminent Domain
Subdivision Development
Highest and Best Use Studies
Market Analysis
Due Diligence/Entitlements

valuation disciplines

Insurance Appraisals:

Condominium buildings
Homeowner's associations – common elements
Subdivisions
Mobile home parks
Yacht clubs
Golf and Country clubs
Marinas
Historical buildings
Special use property
Circus Sarasota

Sport centers
CDD districts

Mid- and high-rise buildings (among others):

Ironwood, Bradenton
Sunset Watch, Tierra Verde
Lawrence Point, Sarasota
Aquarius Club, LBK
Longboat Cove, LBK
Sarabande, Sarasota
Plymouth Harbor, Sarasota
Bayshore on the Lake, Bradenton
Plaza at Five Points
Rivo at Ringling
Gull Harbor

Reserve Studies:

Condominium Associations
Homeowner's Associations
Cooperatives
CDD Districts
Special use properties
Churches, cathedrals
Church parishes
Golf and Country Clubs
Marinas

50% FEMA Rule Appraisal

Residential single and multi-family property
Hotels and Resorts
Office buildings among other commercial property
Marinas
Restaurants
Industrial property, water treatment plant, waste transfer station
Expert consulting and court testimony

Cost Segregation

Hotels
Multifamily apartment buildings
Surgical centers
Medical Office buildings

Mobile home parks
Restaurants

professional experience

2006 - current Independent Practice Staebler Appraisal and Consulting
2011 - 2014 Special Magistrate Manatee County
2006 - 2011 Senior Project Manager Valupoint Consulting/Southeast Market Analysts
2004 - 2005 Resident Review Adjuster IMS Claims Services
2001 - 2005 Erickson Appraisers, Staff Appraiser Eminent Domain
1999 - 2000 Independent Consultant for Management and Staff Training
1993 - 1999 MLT Real Estate Management
1988 - 1997 Allied Consulting Engineers Berlin, Project Control Management
1987 - 1988 IBS Engineering Office, Management Intern
1983 - 1986 Steigenberger SRS Hotels, Director Housekeeping

education

2017 RS Designation Community Association Institute
2010 SRA Designation Appraisal Institute
2006 Florida State Certified General Appraiser
2005 Accredited Insurance Adjuster, University of Central Florida
2001 Licensed Real Estate Broker
1985 Professional Trainer, Institute for Commerce and Industry Germany
1983 Degree in Hotel Management, Steigenberger Academy

education and training

Basic Income Capitalization	Appraisal Institute
Advanced Income Capitalization	Appraisal Institute
Advanced Applications	Appraisal Institute
15-hour USPAP	Appraisal Institute
Residential Market Analysis and Highest and Best Use	Appraisal Institute
Residential Site Valuation and Cost Approach	Appraisal Institute
Real Estate Finance Statistics and Valuation Modeling	Appraisal Institute
Advanced Residential Applications and Case Studies	Appraisal Institute
Advanced Residential Report Writing	Appraisal Institute
Analyzing Distressed Real Estate	Appraisal Institute
Florida Supervisor Trainee Roles and Rules	Appraisal Institute
Florida State Law Update for Real Estate Appraisers	Appraisal Institute
Business Practices and Ethics	Appraisal Institute
REO Appraisal: Appraisal of Residential Property Foreclosure	Appraisal Institute
An Introduction to Valuing Green Buildings	Appraisal Institute
General Market Analysis and Highest and Best Use	Appraisal Institute
The New Residential Market Conditions Form	Appraisal Institute

Subdivision Valuation	Appraisal Institute
The Discounted Cash Flow Model	Appraisal Institute
Analyzing Tenant Credit Risk + Commercial Lease Analysis	Appraisal Institute
Fundamentals of Separating Real and Personal Property and Intangible Business Assets	Appraisal Institute
Advanced Spreadsheet Modeling	Appraisal Institute
Evaluating Commercial Construction	Appraisal Institute
Residential Cost Estimating	R. S. Means
Commercial Cost Estimating	R. S. Means
Building Envelope Symposium	RCI Building Envelope Consultants

professional affiliations

The Appraisal Institute
 CAI, Community Association Institute
 RCI, Building Envelope Consultants
 GCBX, Gulf Coast Builders Exchange
 DAC, Designated Appraiser Council

Current:

2015-2018 Region X Representative Appraisal Institute
 2015-2017 Delegate Leadership and Advisory Council of the Appraisal Institute
 2018-2021 Board of Directors, Gulf Coast Chapter of the Appraisal Institute
 Chair Bylaws and Governance, Gulf Coast Chapter of the Appraisal Institute

Past:

2011-2014 Board Member Appraisal Institute Florida Gulf Coast Chapter
 2011-2014 Board Member CAI Community Association Institute
 2011-2013 Treasurer CAI Community Association Institute
 2011 Graduate of Public Leadership Institute
 Board Member Habitat for Humanity
 Lieutenant Governor Kiwanis District Berlin
 Member Kiwanis Club of Bradenton
 Member Kiwanis Club of Lakewood Ranch
 Chair Junior Leadership Manatee
 2003 Graduate Manatee Leadership
 Past Florida Delegate Legislative Alliance Community Association Institute, CAI

speaking engagements, among multiple others

Manatee Association of Realtors, Commercial Brokers: "Cost Segregation Analysis and its advantages for your commercial clients"
 Community Association Institute: "Florida Law Changes for Condominium Associations"
 Multiple Seminars and Presentations

publications

The West Florida Wire: Accurate Insurance Appraisal Reports
Community (CAI Magazine): The Underfunded Association
Reserve Study and Insurance Appraisal Handbook for Managers and Board Members
The Appraisal Journal: The 50% FEMA Rule Appraisal
2017 Swango Award Recipient for "The 50% FEMA Rule Appraisal"

seminars (Authored and Taught by Patricia Staebler)

Reserve Studies – Overview and Discussion
Insurance Appraisals – Minimum Contents
Insurance Appraisals and their Complexity
Reserves – From Measuring the Component to Pooling or Non-Pooling
The 50% FEMA Rule Appraisal – a national webinar for the Appraisal Institute
Insurance Replacement Valuation - a national webinar for the Appraisal Institute
AI Connect Seminar: Insurance Appraisal – An Emerging Appraisal Discipline
"The 50% FEMA Appraisal" registered in Florida for Appraiser CEU credits 2016
"Flood Zones and their Influence on Coastal Communities and their Construction Projects"
registered in Florida for Community Association Managers CEU credits 2017

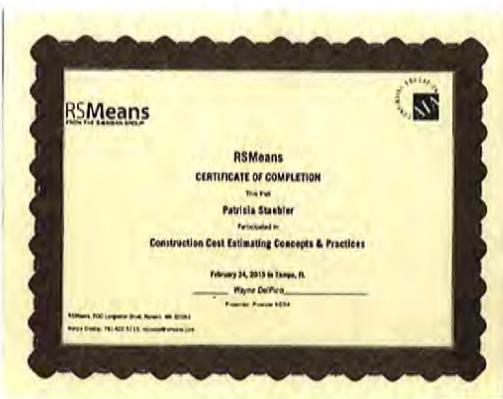


EXHIBIT “F”



Erin C Arnett
St-Cert General RZ3204
305-481-0367
erin@appcert.net

Property Located At

868 73rd Street
Marathon, FL 33050

Prepared for

Chad T Tracy

Depreciated Cost to Build

\$341,740

Effective Date

September 1, 2017

Prepared By

Appraisal Certified Services, Inc.
PO Box 501822, Marathon, FL 33050

Erin Colleen Arnett
State Certified General REA RZ3204

APPRAISAL REPORT

April 27, 2018

Chat Tracy

RE: 868 73rd St Ocean, Marathon

To Whom It May Concern:

In compliance with your request, we have examined and valued the property referenced for the purpose of determining the depreciated cost to rebuild the improvements as of September 1, 2017.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

This appraisal is subject to the limiting conditions attached, ability to re-build the property and to facts that an accurate location, setback, elevation and flood survey may disclose.

The value conclusions reported are as of the effective date stated. All information contained in this report is specific to the needs of the client and for the intended use. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report. The appraiser is not responsible for unauthorized use of this report.

Based on analysis of market data, inspection, and research, it is my opinion that the depreciated replacement cost of the Subject property subject to definition, assumptions and limiting conditions as of September 1, 2017 is:

**THREE HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED FORTY DOLLARS
(\$341,740)**

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,

A handwritten signature in cursive script that reads "Erin Colleen Arnett".

Erin Colleen Arnett
State Certified General Real Estate Appraiser RZ3204

Purpose of the Appraisal

The purpose of this appraisal report is to estimate the depreciated replacement cost of the Subject property as of September 1, 2017.

Intended Use

This report is intended to be used as an aid in determining the depreciated cost of the improvements. Any other use of this appraisal renders it null and void.

Intended User(s)

Chad Tracy

Scope of Work

The scope of the appraisal is to estimate the depreciated replacement cost of the subject property utilizing nationally recognized cost program Marshall & Swift.

Data relevant to the Subject property is obtained from various sources including but not limited to: previous appraisal reports; Marshall and Swift, various office files; local MLS, Monroe County Clerk of Court, Monroe County Property Appraiser's Office, Municipal Building/Planning Department and Government Offices, direct observation and additional third party sources available to the appraiser in the normal course of business including various market participants and other industry professionals.

This is a retrospective appraisal. The Subject was inspected on 05/18/2018 and this appraisal is based on a previous inspection of this property, photos from the Property Appraiser's Office, the local MLS, aerial photos, and a current physical inspection of the property.

Property Description

Address

868 73rd Street Ocean
Marathon, FL 33050

Legal Description and County Record ID

Legal: Lot 11, Fields Subdivision, Key Vaca, PB 3-78
Alternate Key: 1419974
Parcel ID: 00342330-000000

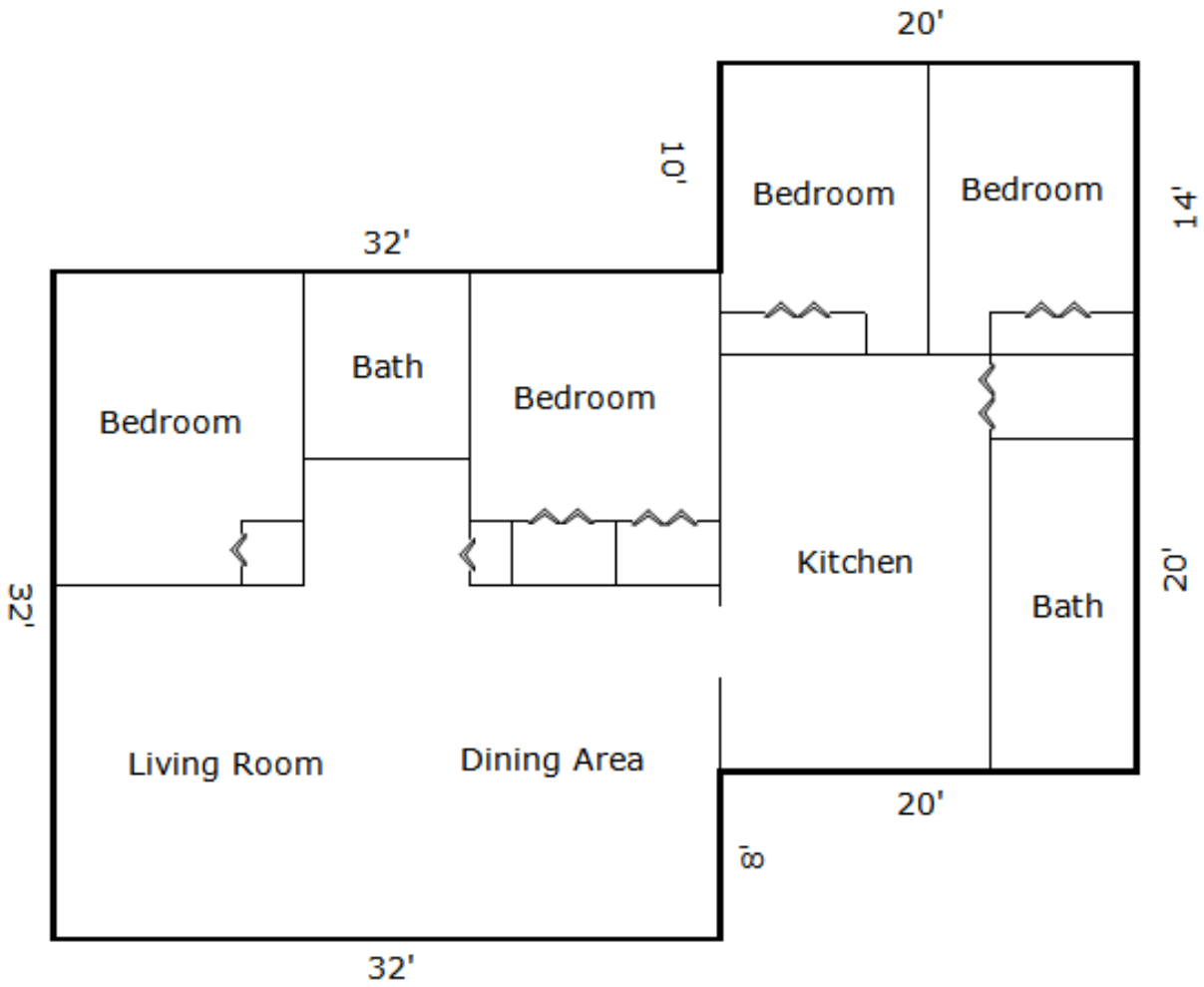
Owner of Record

Chad Tracy
868 73rd St Ocean
Marathon, FL 33050

Analysis of Listing History and Sales History of Subject:

The Subject has not been listed with the local MLS for the prior 12 months.

Building Sketch



Living Area		Calculation Details
First Level	1704 Sq ft	32 × 32 = 1024 34 × 20 = 680
Total Living Area (Rounded):	1704 Sq ft	

Subject Photos



Front Photo 12/2017



Front Photo 2015



Living Room Ceiling



Living Room

Subject Photos



Bedroom



Hall



Bedroom



Bath

Description of Improvements

The Subject is improved with a split-level frame structure located at grade. The property was originally constructed in 1958 with updating and remodeling thought the years. It is used as a single family home.

Foundation and Flooring: The improvements have a poured concrete foundation. Floor cover is a mix of terrazzo and tile.

Exterior Walls: The exterior walls of the building are stucco over concrete.

Construction: The improvements are constructed of concrete construction with concrete support beams and concrete footers.

Roof: The roof is a pitch roof with Dade County Pine open beam ceilings and tar and gravel covering.

Plumbing: The Subject has two (2) three-fixture baths with tile floor and a mix of painted drywall and concrete walls. There are additional fixtures for laundry connections in addition to hose connections on the exterior of the improvements. All appear to have adequate drainage.

Electrical Service: There is one electric meter on the property and the electrical service to the building appears to be adequate.

Air Conditioning: The Subject has wall A/C units that appear to be in proper working order.

Additional: There is a front porch, gravel driveway, and concrete pad in the rear yard.

CoreLogic - SwiftEstimator Residential Estimator - Standard Report

Estimate ID	868 73rd St Ocean		
Property Owner			
Address	868 73rd St Ocean		
City	Marathon		
State/Province	FL		
ZIP/Postal Code	33050		
Surveyed By			
Survey Date	9/1/2017		
Single-family Residence	Floor Area	1704 Square Feet	
Effective Age	Quality	3 Average	
Cost as of	Condition	3 Average	
Style	One Story		
Exterior Wall	Masonry, Concrete Block 100%		
Plumbing Fixtures	10		

Cost Data

Description	Units	Unit Cost	Total
Base Cost	1,704	\$176.57	\$300,875
Plumbing Fixtures	10	\$3,919.20	\$39,192
Comp. Shingle or Built-up Rock	1,704	\$7.33	\$12,490
Slab on Grade	1,704	\$15.79	\$26,906
Raised Subfloor	1,704	\$24.48	\$41,714
Terrazzo	820	\$39.05	\$32,021
Ceramic Tile, Custom or High-Value	886	\$87.33	\$77,374
Wall Air Conditioners (Count)	6	\$3,180.80	\$19,085
Plumbing Rough-ins	1	\$1,590.40	\$1,590
Appliance Allowance	1	\$9,159.00	\$9,159
Appliance Allowance	1	\$9,159.00	\$9,159
Basic Structure Total Cost	1,704	\$334.25	\$569,565
Replacement Cost New	1,704	\$334.25	\$569,565
Physical + Functional Depreciation 40.0%			\$227,825
Total Depreciated Cost			\$341,740
Total			\$341,740

Cost data by CoreLogic, Inc.

Except for items and costs listed under "Addition Details," this SwiftEstimator report has been produced utilizing current cost data and is in compliance with the Marshall & Swift Licensed User Certificate. This report authenticates the user as a current Marshall & Swift user.



Replacement Cost Inclusions

This appraisal includes both the above ground insurable elements of the buildings, and the below ground foundations.

Included as a part of the building are: The basic structure including framework, structural floors, roof structure and surface, exterior closure such as walls, doors, windows, and other components.

The interior construction such as interior walls and partitions, ceilings, and doors. The walls and ceilings are in place and taped, but no covering such as paint or wallpaper. The building service systems such as the electrical distribution system, plumbing system, air conditioning system, fire protection system, telephone and television wiring system(s). Common area fixtures, equipment and décor such as carpet, vinyl or ceramic floor coverings, wall coverings, special ceilings, and other custom decoration features.

Replacement Cost Exclusions

This appraisal does not include the following property items and/or components: Below ground utility services, paved areas, land or landscaping. Common area personal property other than as specifically itemized herein. Existing additions, alterations and improvements to private units such as storm or security protective shutters, balcony, porch or patio enclosures, replacement plumbing or lighting fixtures and other upgrades made to the individual private units by the owners subsequent to completion of original construction.

Overhead and Profit

Every contractor has general costs of operating and maintaining a business in addition to specific costs related to a particular job, and is entitled to a profit from construction activities. The allowance included in the commercial base costs for normal general contractor and subcontractor overhead and profit (O & P) combined ranges from 8%- 20%. Cost estimates include both types of overhead. State and local taxes, workers' compensation, unemployment compensation, bodily injury insurance, contractors' liability insurance, and Social Security have already been added to the labor costs and are not considered overhead in the system. Cost estimates include consideration of normal profit for the location and property type. It utilizes the normal profit concept to avoid overreacting to short term aberrations in construction markets.

Architectural Fees

When a building is designed, the services of architects and engineers are usually required. An architect designs structures utilizing technical and aesthetic abilities. Engineers apply their knowledge and skill to the structural integrity, and the effective layout and design of buildings. The engineer may call on an architect for aesthetic portions of the buildings. Architects and engineers are compensated for their services by fees that cover payroll, overhead, and expected profit. We consider 7.5% architectural fees in the replacement cost estimates.

Assumptions and Limiting Conditions

No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report. The legal descriptions, areas, and data provided by the client are assumed to be correct. The sketches and maps in this report are included to assist the reader in visualizing the parcel and are not necessarily to scale. Various photographs are included for the same purpose. Site plans are not surveys unless prepared by a separate surveyor.

The property appraised as though free of liens and encumbrances, except as herein described. Liens against the Subject property have not been considered in the valuation contained herein as a title search was not made available or conducted by the appraiser.

The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

Responsible ownership and competent property management are assumed unless otherwise stated in this report.

The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging the engineering studies that may be required to discover them.

A survey was not provided to the appraiser. No responsibility is taken by this office for the accuracy or in regard to any questions on the nature of encroachments, encumbrances, or dissimilarities in measurement. Any maps or plats reproduced and included in this report are intended only for the purpose of showing spatial relationships. The appraisers reserve the right to change the final indicated value if a discrepancy is noted due to encroachments or easements.

Possession of this report does not carry with it the right of publication or advertisement of its conclusion, nor may any except the applicant use the same for any purpose without the previous written consent of the appraiser or the applicant.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, of the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser

It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.

It is assumed that all applicable zoning and use regulations and restrictions have been compiled with, unless nonconformities have been stated, defined, and considered in this appraisal report.

It is assumed that all required licenses, certifications of occupancy, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained to renewed or any use on which the value estimates contained in this report are based.

The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes or toxic substances, etc.) observed during the inspection of the subject property or that was became aware of during the research involved in performing the completing the assignment. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse condition of the property that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do not exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

It is assumed that the utilization of the land is within the boundaries of property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

The subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

The discovery of latent conditions is beyond the scope of this appraisal. Detection of latent conditions requires the expertise of qualified persons such as architects and engineers. Latent conditions include, among other things, non-apparent structural conditions; presence of prohibited hazardous wastes; presence of radon gas, methane gas, asbestos, lead, petroleum products and other air, soil, or water contaminants; and many other conditions too numerous to mention which may affect the value of the property being appraised. The appraiser conducting this appraisal is not qualified to detect latent conditions and has conducted this appraisal upon the assumption that no latent conditions (including those mentioned above and others) exist on the property covered by this appraisal.

Notice is given that neither the appraiser conducting this appraisal, or Appraisal Certified Services, Inc make any warranty, express or implied, to property covered by this appraisal, and neither shall have any liability to an person for differences in the value of the appraised property, or other damages, resulting from discovery of latent conditions on, or in proximity to, the appraised lands. I do not contend or imply that our estimated costs are the precisely correct amount. Experience in reviewing construction project estimates and costs indicates that actual project cost estimates as bid by contractors can vary significantly from the high to low bids. It is my position that estimates developed by them are reasonable and appropriate and would likely fall within the range of high and low bids if the projects were actually bid for construction.

Information, estimates, data and opinions expressed and/or presented in this report are derived from sources that are considered to be reliable and are believed to be accurate, true and correct. Neither the estimator nor this firm accepts responsibility for the accuracy of data that was developed by other parties.

The individual and/or component costs used in this construction cost appraisal are based on construction cost data published in national construction cost guides and from costs and formulas derived from an analysis of actual construction project costs. Costs are adjusted for quality, location and date of estimate. Costs are based on constructing the building in its entirety as of the date of estimate. All cost estimates include contractor's overhead and profit.

Construction materials, systems, sizes and/or dimensions are based on a physical inspection of the improvements and, when available, a review of construction plans and/or condominium documents.

Below ground foundation system components, sizes and dimensions are based on structural building plans or general estimates or information reported by the property management when plans are not available. No claims of accuracy are made for descriptions of systems or cost estimates of foundations when plans are not available for review.

Appraiser's Certification

The appraiser certifies and agrees that:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved. I did not base, either partially or completely, my analysis and/or the opinion of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.

I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.

I have performed services, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

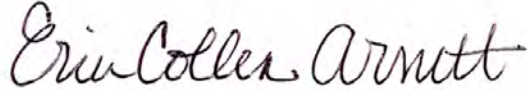
No one provided significant real property appraisal assistance to the person signing this certification.

I have taken into consideration the factors that have an impact on value in my development of the opinion of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.

I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions

specified in this form.

I have personally inspected the subject property. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.

A handwritten signature in cursive script that reads "Erin Colleen Arnett".

Erin Colleen Arnett

State Certified General Real Estate Appraiser RZ3204

Appraiser's License

RICK SCOTT, GOVERNOR

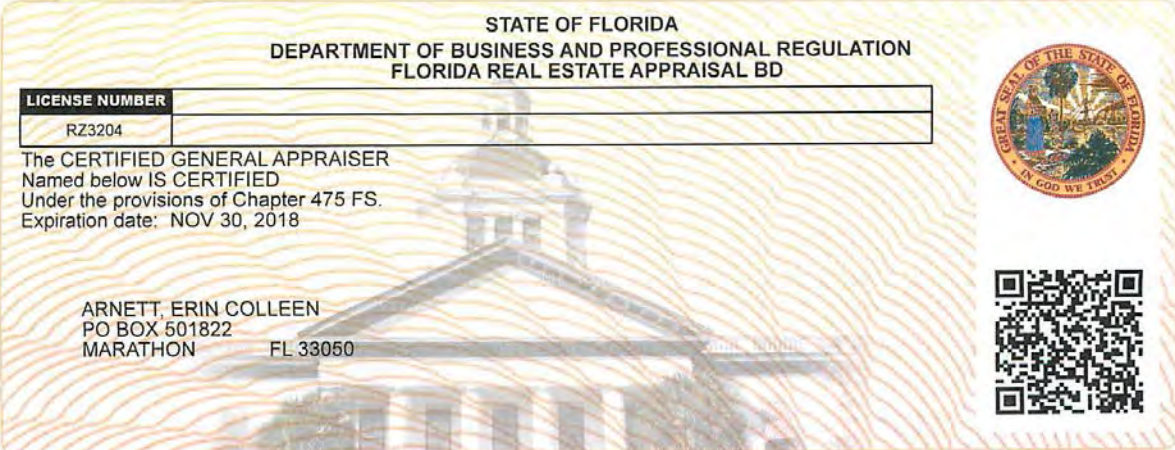


KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BOARD

LICENSE NUMBER	
RZ3204	

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018

ARNETT, ERIN COLLEEN
PO BOX 501822
MARATHON FL 33050



ISSUED: 10/09/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1610090002746

PROFESSIONAL QUALIFICATIONS OF

Erin Colleen Arnett

State-Certified General Real Estate Appraiser RZ3204

Education

Palm Beach Community College, Lake Worth FL, 1993-1994

Two semesters completed towards a degree in Business Administration

Florida Keys Community College, Marathon FL, Current

Currently enrolled and pursuing a degree in Business Administration

Appraisal Institute

Fannie Mae 2009 Selling Guide Updates, 2009

Business Practices and Ethics, 2009

Gold Coast School of Real Estate

ABI-Fundamentals of Real Estate Appraising, 2002

National Standards of Professional Practice, 2002

ABII-Appraising Residential and Income Properties, 2002

National Standards of Professional Practice, 2004

Florida Law and Regulations, 2006

National Standards of Professional Practice, 2004

ABIII-Certified General Appraisal Course (Income Capitalization Course), 2007

National Standards of Professional Practice, 2007

Institute of Real Estate Studies

Florida Law and Regulations, 2004

Fannie Mae Guidelines, 2004

ABIIb-Certified Residential Appraisal Course, 2004

Fannie Mae Forms Update, 2005

Residential Marshall and Swift, 2006

Construction Terms and Methods, 2006

Solving Tough Residential Appraisal Problems, 2006

Valuing Real Estate in a Changing Market, 2007

Florida Law and Regulations, 2010

The Roles and Rules of The Supervisor, 2010

National USPAP Update, 2010

Solving Tough Residential Appraisal Problems, 2010

Understanding Leases, 2010

Determining Highest and Best Use, 2010

Understanding Uniform Appraisal Dataset, 2011

Using Excel for Better Appraisals, 2012
Institute of Real Estate Studies Cont.
The Making of a Good Work File, 2012
National USPAP Update, 2012
Florida Law Update, 2012
National USPAP Updated, 2013
Florida Law Update, 2016
National USPAP Update, 2016
Essential Elements and Disclosure and Disclaimers, 2016
Appraisal Report Form Writing, 2016

Certification

State-Certified General Appraiser; Department of Professional Regulation,
State of Florida; RZ3204; 2008
State-Certified Residential Appraiser; Department of Professional
Regulation, State of Florida; RD4835; 2004
State-Registered Trainee Real Estate Appraiser; Department of Professional Regulation,
State of Florida; RI8943; 2002

Professional Associations

Associate Member of the Appraisal Institute
Marathon and Lower Keys Board of Realtors
Lower Keys Chamber of Commerce
Greater Marathon Chamber of Commerce

Experience

Appraisal Certified Services, Inc, 2010- Present
Company Owner and Fee Residential and Commercial Real Estate Appraiser
Appraisal Certified Services, Inc, 2002-2010
Fee Residential and Commercial Real Estate Appraiser

Types of Properties Appraised

Retail Stores	Hotel/Motel
Restaurants	Mobile Home and RV Park
Office Buildings	Warehouse
Mixed-Use Properties	Marine Processing Plant
Service Station	Residential Income
Multi-Family Projects	Vacant Land
Single Family	Foreclosure Properties
Commercial Condominiums	Residential Estate
Residential Condominium	Government Properties
Environmentally Sensitive	Substantial Improvement (50% Rule)
Commercial Insurance	Citizen's Flood and Wind Insurance

EXHIBIT “G”



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 00342330-000000
 Account# 1419974
 Property ID 1419974
 Millage Group 50CM
 Location 868 73RD St, MARATHON
 Address
 Legal LT 11 FIELDS SUBDIVISION PB3-78 KEY VACA OR487-559 OR929-1491D/C OR1010-1928 OR1061-1616 OR1098-1410R/S OR1390-310 OR2246-1026 OR2360-195/205F/J OR2865-1345C/T OR2903-907
 Description
 (Note: Not to be used on legal documents.)
 Neighborhood 1101
 Property Class SINGLE FAMILY RESID (0100)
 Subdivision FIELDS SUBD
 Sec/Twp/Rng 01/66/32
 Affordable No
 Housing



Owner

TRACY CHAD T
 868 73RD St OCEAN
 Miami Beach FL 33141

Valuation

	2018	2017	2016	2015
+ Market Improvement Value	\$88,068	\$172,652	\$151,176	\$163,166
+ Market Misc Value	\$1,093	\$304	\$304	\$264
+ Market Land Value	\$80,190	\$80,190	\$80,556	\$75,064
= Just Market Value	\$169,351	\$253,146	\$232,036	\$238,494
= Total Assessed Value	\$169,351	\$214,100	\$200,841	\$189,836
- School Exempt Value	\$0	(\$25,000)	(\$25,000)	(\$25,000)
= School Taxable Value	\$169,351	\$189,779	\$177,410	\$180,038

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY (010D)	9,000.00	Square Foot	75	120

Buildings

Building ID	18087	Exterior Walls	C.B.S.
Style	GROUND LEVEL	Year Built	1959
Building Type	S.F.R. - R1 / R1	EffectiveYearBuilt	1994
Gross Sq Ft	1864	Foundation	CONCRETE SLAB
Finished Sq Ft	1704	Roof Type	FLAT OR SHED
Stories	1 Floor	Roof Coverage	TAR & GRAVEL
Condition	AVERAGE	Flooring Type	CONC ABOVE GRD
Perimeter	168	Heating Type	NONE with 0% NONE
Functional Obs	50	Bedrooms	3
Economic Obs	0	Full Bathrooms	2
Depreciation %	32	Half Bathrooms	0
Interior Walls	DRYWALL	Grade	500
		Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	1,704	1,704	276
PTO	PATIO	160	0	56
TOTAL		1,864	1,704	332

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
WALLAIR COND	1999	2000	1	1 UT	3
CONC PATIO	2007	2008	1	100 SF	2

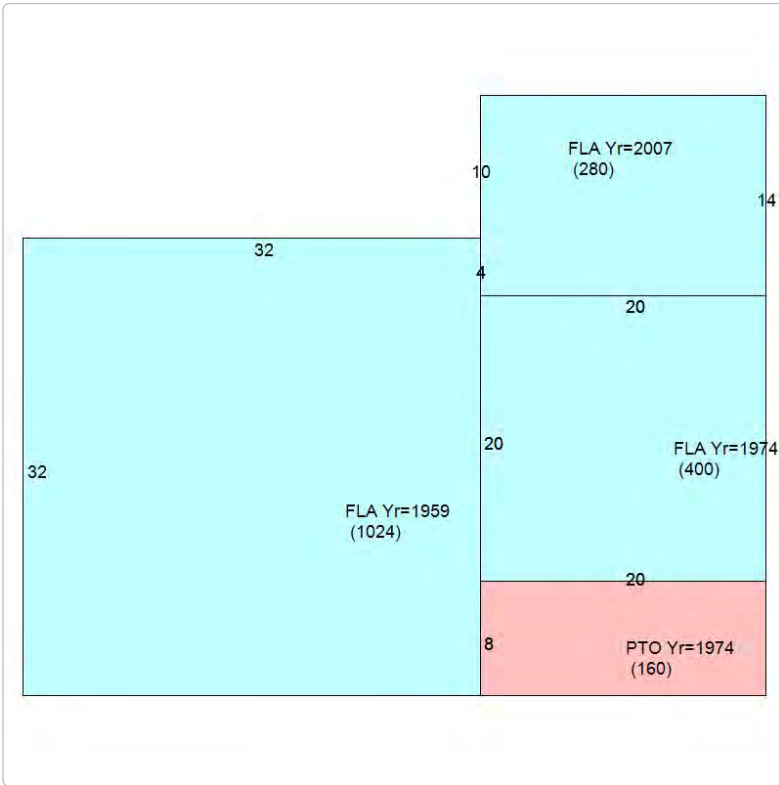
Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
2/23/2018	\$100	Warranty Deed	2166096	2903	907	12 - Unqualified	Improved
7/19/2017	\$100	Certificate of Title	2132184	2865	1345	12 - Unqualified	Improved
10/11/2006	\$325,000	Warranty Deed		2246	1026	Q - Qualified	Improved
8/1/1988	\$65,000	Warranty Deed		1061	1616	U - Unqualified	Improved
4/1/1987	\$70,000	Warranty Deed		1010	1928	Q - Qualified	Improved
2/1/1971	\$18,500	Conversion Code		487	559	Q - Qualified	Improved

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
P2012-0311	8/10/2012	12/30/2012	\$2,500		SCREEN PORCH MADE INTO STORAGE ROOM WITH BATHROOM
P2010-1164	6/9/2010	6/26/2009	\$2,500		SCREENED PORCH MADE INTO STORAGE ROOM

Sketches (click to enlarge)



Photos



Map



TRIM Notice

Trim Notice

2018 Notices Only

No data available for the following modules: Commercial Buildings, Mobile Home Buildings, Exemptions.

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

Last Data Upload: 1/18/2019, 1:51:42 AM



EXHIBIT “H”



ALL KEYS CONCRETE

101075 Overseas Highway
Key Largo, FL 33037

Number:	2018-50005
Date:	5/2/2018
Customer No.	Terms Code
CONCRETE	NET030

Sold To:
 CONCRETE ANALYSIS
 PO BOX 500875
 MARATHON, FL 33050-0875

Ship To:
 836 73RD ST

Description/Comments	Quantity	UOM	Unit Price	Amount				
4000 PUMPMIX	7.75000	YDS	140.000000	1,085.00				
DELIVERY FUEL SURCHARGE	1.00000	EA	25.000000	25.00				
<table border="0"> <tr> <td><u>Due Date</u></td> <td><u>Amount Due</u></td> </tr> <tr> <td>6/1/2018</td> <td>1,193.26</td> </tr> </table>		<u>Due Date</u>	<u>Amount Due</u>	6/1/2018	1,193.26			
<u>Due Date</u>	<u>Amount Due</u>							
6/1/2018	1,193.26							
<p><i>PO # 1015 5/18/18</i></p>								

Remit To:

ALL KEYS CONCRETE, LLC
101075 Overseas Highway
Key Largo, FL 33037

305-453-0368

Subtotal	1,110.00
Total taxes	83.26
Total amount	1,193.26
Discount	0.00
Payment received	0.00
Amount due	1,193.26

Invoice

All Keys Concrete
 101075 Overseas Highway
 Key Largo, FL 33037
 305-453-0368

STATEMENT

CUSTOMER NO.: CONCRETE
 PAGE: 1
 DATE: 4/30/2018

CUSTOMER NO.: CONCRETE
 PAGE: 1
 DATE: 4/30/2018

REMIT TO ADDRESS:

All Keys Concrete, LLC
 101075 Overseas Hwy
 Key Largo, FL 33037

SOLD TO: CONCRETE ANALYSIS
 PO BOX 500875
 MARATHON, FL 33050-0875

DOCUMENT NUMBER	DOC DATE.	TY.	REFERENCE/APPLIED NUMBER	DUE DATE	AMOUNT	DOCUMENT NUMBER	AMOUNT	✓
2018-50110	4/26/2018	IN	868 73RD ST	5/26/2018	1,526.83	2018-50110	1,526.83	

73rd

pd #1006 5/4

TO ENSURE PROPER CREDIT, PLEASE CHECK THE ITEMS YOU ARE PAYING IN THE ✓ COLUMN.

IN - Invoice DB - Debit Note CR - Credit Note				Total ⇨	1,526.83	Total ⇨	1,526.83
1 - 30 DAYS O/DUE 0.00	31 - 60 DAYS O/DUE 0.00	61 - 90 DAYS O/DUE 0.00	OVER 90 DAYS O/DUE 0.00	All Keys Concrete, LLC			

MONROE CONCRETE PRODUCTS, INC.

P.O. DRAWER 1149
KEY WEST, FL 33041

Invoice

Invoice No: 175200 Date 04/25/2018

Page 1 of 1

(305)296-5606

Fax: (305)296-1207

Billing Information: CONCRETE ANALYSIS & TESTING PO BOX 500875 MARATHON, FL 33050 (305) 743-5555 Fax:	Invoice Description: 73RD STREET - REBAR AND REBAR RELATED PRODUCTS
---	---

Item	Date	Description of Work	Units	Unit Cost	Amount
1	04/25/2018	#5 REBAR TICKET# 0048	25.00	8.75	218.75 *
2	04/25/2018	#6 REBAR	20.00	8.75	175.00 *
3	04/25/2015	7 1/2 TIE WIRE ROLL	1.00	9.70	9.70 *
4	04/25/2018	8X12 HOOPS	30.00	1.20	36.00 *
5	04/25/2018	8X12 HOOPS	30.00	1.30	39.00 *
6		Sales Tax @ 7.50 %			35.88
Total Invoice Amount					514.33

*pd 5/30
#1017*

MONROE CONCRETE PRODUCTS, INC.

P.O. DRAWER 1149
KEY WEST, FL 33041

Invoice

Invoice No: 175201 Date 04/25/2018

Page 1 of 1

(305)296-5606

Fax: (305)296-1207

<p>Billing Information:</p> <p>CONCRETE ANALYSIS & TESTING PO BOX 500875 MARATHON, FL 33050</p> <p>(305) 743-5555 Fax:</p>	<p>Invoice Description:</p> <p>73RD STREET</p>
---	---

Item	Date	Description of Work	Units	Unit Cost	Amount
1	04/25/2018	#5 REBAR TICKET# 0049	13.00	8.75	113.75 *
2	04/25/2018	GREY BRICK	25.00	1.25	31.25 *
3	04/25/2018	MESH	5.00	6.75	33.75 *
4	04/25/2018	PEA ROCK	3.00	50.00	150.00 *
5	04/25/2017	FUEL SURCHARGE-MARATHON PLANT	1.00	7.00	7.00 *
6	04/25/2018	ENVIRONMENTAL FEE-MARATHON PLANT	1.00	8.00	8.00 *
7		Sales Tax @ 7.50 %			25.78
Total Invoice Amount					369.53

*pd 5130
#1017*

EXHIBIT “I”




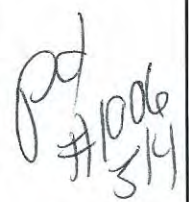
ALL KEYS CONCRETE

101075 Overseas Highway
Key Largo, FL 33037

Number:	2018-50110
Date:	4/26/2018
Customer No.	Terms Code
CONCRETE	NET030

Sold To:
 CONCRETE ANALYSIS
 PO BOX 500875
 MARATHON, FL 33050-0875

Ship To:
 868 73RD ST

Description/Comments	Quantity	UOM	Unit Price	Amount				
8" REGULAR BLOCK	576.00000	EA	1.500000	864.00				
8" KNOCK OUT BLOCK	100.00000	EA	2.100000	210.00				
PREMIX MORTAR	34.00000	EA	9.450000	321.30				
DELIVERY FUEL SURCHARGE	1.00000	EA	25.000000	25.00				
<table border="0"> <tr> <td><u>Due Date</u></td> <td><u>Amount Due</u></td> </tr> <tr> <td>5/26/2018</td> <td>1,526.83</td> </tr> </table>		<u>Due Date</u>	<u>Amount Due</u>	5/26/2018	1,526.83			
<u>Due Date</u>	<u>Amount Due</u>							
5/26/2018	1,526.83							
								
								

Remit To:

ALL KEYS CONCRETE, LLC
101075 Overseas Highway
Key Largo, FL 33037

305-453-0368

Subtotal	1,420.30
Total taxes	106.53
Total amount	1,526.83
Discount	0.00
Payment received	0.00
Amount due	1,526.83

Invoice



Invoice

PAID
05/04/2018

Date	Invoice #
5/4/2018	1341

10641 Aviation Blvd. Bldg. A
Marathon FL 33050
Office 305.289.2225 / Fax
305.289.5663
info@jrprobuiders.com

Bill To
Chad Tracy 868 73rd. St. Marathon, Fl 33050

Project

Quantity	Description	Rate	Amount
	Install blocks and lintel on exterior walls	2,208.00	2,208.00

We value your business...!!

Total	\$2,208.00
Payments/Credits	-\$2,208.00
Balance Due	\$0.00



Marathon Lumber
 11401 First Avenue Gulf
 Marathon, FL 33050
 305-743-3688

CUSTOMER COPY



INVOICE

1805-573514 PAGE 1 OF 1

SOLD TO
WILLIAM MATHEWS CONC ANALYSIS P.O. BOX 500875 MARATHON FL 33050

JOB ADDRESS
WILLIAM MATHEWS CONC ANALYSIS P.O. BOX 500875 MARATHON FL 33050 305-743-5555

ACCOUNT	JOB
M5555	0
SOLD ON	5/1/2018 3:17:51 PM
CUST PICKUP	
BRANCH	1000
CUSTOMER PO#	73TH STREE
STATION	PC05
CASHIER	ZM
SALESPERSON	HSE
ORDER ENTRY	

Thank you we appreciate your business!

Quantity	UM	Item	Description	D	T	Price	Per	Amount
26	EA	3SHETA20Z	HETA20Z TRUSS ANCHOR Z-MAX		Y	2.7500	EA	71.50

*pd 5/30
#1021*

Payment Method(s)

Charge to Acct 76.86

FL01 7.50%	SubTotal	71.50
	Sales Tax	5.36
	Deposit	
Please Pay This Amount		76.86

A 1.5% per month (18% annual) service charge will be applied to past due balances. Special Order are not returnable unless defective. Receipt required for all returns.

Signature

MONROE CONCRETE PRODUCTS, INC.

P.O. DRAWER 1149
KEY WEST, FL 33041

Invoice

Invoice No: 175014 Date 04/24/2018

Page 1 of 1

(305)296-5606

Fax: (305)296-1207

Billing Information: CONCRETE ANALYSIS & TESTING PO BOX 500875 MARATHON, FL 33050 (305) 743-5555 Fax:	Invoice Description: BILL MATHEWS - 73RD STREET - 4089 PUMP MIX
---	--

Item	Date	Description of Work	Units	Unit Cost	Amount
1	04/24/2018	4000 PSI WITH ASTM #89 PEA ROCK - PUMP MIX MARATHON PLANT - TICKET #S 0001529, 0001531 & 0001535	15.00	165.00	2,475.00 *
2	04/24/2018	FUEL SURCHARGE-MARATHON PLANT	3.00	7.00	21.00 *
3	04/24/2018	ENVIRONMENTAL FEE-MARATHON PLANT	3.00	8.00	24.00 *
4		Sales Tax @ 7.50 %			189.00
Total Invoice Amount					2,709.00

*PA #1014
5/18/18*

1400

MONROE CONCRETE PRODUCTS, INC.

P.O. DRAWER 1149
KEY WEST, FL 33041

Invoice

Invoice No: 175555 Date 05/01/2018

Page 1 of 1

(305)296-5606

Fax: (305)296-1207

<p>Billing Information:</p> <p>CONCRETE ANALYSIS & TESTING PO BOX 500875 MARATHON, FL 33050</p> <p>(305) 743-5555 Fax:</p>	<p>Invoice Description:</p> <p>ORIGINAL TICKET DATE 4/25/2018</p>
---	--

Item	Date	Description of Work	Units	Unit Cost	Amount
1	05/01/2018	4' LINTEL TICKET# 0053	3.00	57.00	171.00 *
2	05/01/2018	10' LADDER TICKET# 0053	20.00	11.80	236.00 *
3	05/01/2018	FUEL SURCHARGE-MARATHON PLANT	1.00	7.00	7.00 *
4	05/01/2018	ENVIRONMENTAL FEE-MARATHON PLANT	1.00	8.00	8.00 *
5		Sales Tax @ 7.50 %			31.65
Total Invoice Amount					453.65

~~POD 6/15
#1023
#1026~~

Remove!

6/15
#1024
437.52

EXHIBIT “J”

ESTIMATE #1557

84 LUMBER CO.

PAGE 1

04/26/18 4:46 PM

NAME: PATRIOT CONSTRUCTION INC
CODE: 0850161600-000-000
ADDRESS: 36 ARNOLDSVILLE RD STE 7
CRAWFORD, GA 30630
PHONE: (706) 742-7578 FAX:
PROJECT: 868 73RD ST

STORE: 1336 - WEST PALM BEACH
ADDRESS: 5 CHENEY WAY RIVIERA BEACH
PHONE: (561) 841-2584
ASSOCIATE: MICHAEL MCCORMICK
EST DATE: 04/26/18 START: / /

< THIS IS NOT A RECEIPT >

#1557

CUSTOMER COPY

P.O.S.#	QTY	DESCRIPTION	PRICE	EXTENDED
CONTACT: CHARLES BURNS				
DELIVERY ADDRESS: 868 73RD STREET MARATHON FL 33050				
8.	2041006	10	2X4X10 SYP TREATED #2	6.99 69.90
9.	2081006	4	2X8X10 SYP TREATED #2	11.09 44.36
10.	2081204	1	2X8X12 KD SYP #2	11.74 11.74
11.	2040804	100	2X4X8 KD SYP #2	4.59 459.00
12.	88401	18	2X8X20 #1 BRITE SYP S4S	22.99 413.82
14.	30000	1	DELIVERY SERVICE	225.00 225.00
			SUBTOTAL	\$1,223.82
			7.5% TAX TM	\$74.92
			TOTAL	\$1,298.74

84 LUMBER CO. ESTIMATE AND PRICING POLICY

1. REGULAR UNIT PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE ANYTIME AFTER 7 DAYS FOLLOWING DATE OF ESTIMATE.
2. SALE PRICES ARE IN EFFECT ONLY UNTIL THE END OF THE ADVERTISED SALE PERIOD.
3. CUSTOMER DEPOSIT OF FULL AMOUNT OF ESTIMATED TOTAL PRICE WILL RENDER UNIT PRICES FIRM FOR 30 DAYS FROM DATE OF DEPOSIT.
4. 84 LUMBER CO. ASSUMES NO RESPONSIBILITY FOR ACCURACY OF TAKE OFFS FROM DRAWINGS OR BLUEPRINTS OR THAT THE PRODUCTS LISTED WILL BE SUFFICIENT TO COMPLETE CUSTOMER'S INTENDED PROJECT. CUSTOMERS SHOULD HAVE QUALIFIED ENGINEER OR ARCHITECT REVIEW ALL QUANTITIES.
5. THIS ESTIMATE DOES NOT CONSTITUTE A CONTRACT OF SALE OR GUARANTEE AVAILABILITY OF ANY PRODUCT LISTED.
6. ALL PRICES QUOTED BASED ON TOTAL PACKAGE PRICE AND SUBJECT TO CHANGE IF TOTAL PACKAGE NOT PURCHASED OR CONTENTS OF PACKAGE CHANGE.

For this project, call Maggie's Mgmt LLC dba 84 Insurance for a quote on Builders Risk Insurance at 877-866-1384 Opt. 1 Ext. 2108 or visit 84insurance.com.

Maggies Management, LLC is a licensed insurance producer and is a separate entity from 84 Lumber Co. 84 Lumber Co. is not licensed to and does not sell insurance.

CARPENTRY



Customer Receipt

Order #H6302-37950
6302 97 53468 4/8/2018, 10:22:33 AM

Sold to _____ Job Details _____

Sold by _____

LISA MATTHEWS
Business Name
1600 YELLOWTAIL AVE
MARATHON, FL
Job Description
73rd st
Runner Name
lisa

EVELIN (EL4490)
Store # 6302
4555 OVERSEAS HWY
MARATHON FL -

Primary:
Other:
Email:

Item Description	SKU #	Qty	Unit Price	Subtotal
01 2 in. x 4 in. x 10 f	161659	100	\$5.81 / ea	\$581.00
02 2 in. x 4 in. x 8 ft	1001753743	13	\$5.77 / ea	\$75.01
03 2 in. x 4 in. x 10 f	1001753748	6	\$7.88 / ea	\$47.28

Enter for a chance to win a \$5,000 Home Depot Gift Card.

Tell us about your store visit! Complete our short survey and enter for a chance to win at: www.homedepot.com/survey

Particpe en una oportunidad de ganar una tarjeta de regalo de THD de \$5,000! Comparta Su Opinión! Complete la breve encuesta sobre su visita a la tienda y tenga la oportunidad de ganar en: www.homedepot.com/survey

User ID: GVM3 113527 107322 **Password:** 18208 107225

90-Day Return Policy

The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in the stores for details.

MasterCard ending in 4637 charged \$756.04



6302 97 53468 2018-04-08

Subtotal	\$703.29
Discounts	-\$0.00
Sales Tax	\$52.75
Order Total	\$756.04

EXHIBIT “K”



Estimate

Date	Estimate #
1/9/2019	E09-1950

Name / Address	Job Address
LISA LITTLEFIELD PO Box 500875 Marathon, FL 33050	868 73rd Street Marathon, FL 33050

Qty	Description	Rate	Total
100	1/2" PVC Conduit - Schedule 40	0.42	42.00
200	3/4" PVC Conduit - Schedule 40	0.54	108.00
100	1/2" ENT Flexible Conduit	0.69	69.00
70	3/4" ENT Flexible Conduit	1.02	71.40
750	12/2 Romex Wire	0.72	540.00
250	12/3 Romex Wire	1.26	315.00
18	1900 Box - Deep	5.61	100.98
50	14/3 Romex Wire	1.23	61.50
4	1/2" Ceiling Fan Pancake Box	10.47	41.88
26	1/2" FS Box - Single Gang	12.90	335.40
2	1/2" FS Box - Double Gang	18.75	37.50
20	1/2" Male Terminal Adapter	0.70	14.00
10	1/2" Male Terminal Adapter	0.70	7.00
2	Box of Screws	18.99	37.98
7	DAY 1 Hours Labor - 2 Men	180.00	1,260.00
7	DAY 2 Hours Labor - 2 Men	180.00	1,260.00
7	DAY 3 Hours Labor - 2 Men	180.00	1,260.00
7	DAY 4 Hours Labor - 2 Men	180.00	1,260.00
1	Rewire and replace electrical damaged by hurricane Irma. Contract must be signed and returned with required deposit prior to commencing labor.	0.00	

Contract must be signed and returned with 50% deposit prior to commencing labor. This estimate excludes permit fees, light fixtures, fans and bulbs.

Draws are as followed unless stated otherwise:
 50% DEPOSIT DUE AT SIGNING OF CONTRACT
 30% OF CONTRACT DUE AFTER ROUGH IN IS COMPLETE
 20% OF CONTRACT DUE UPON FINAL COMPLETION OF JOB

1. Superior Electric of the FL Keys, INC shall not be held accountable for errors or omissions in designs by others.
2. Superior Electric of the FL Keys, INC shall not be held accountable for indirect loss or damages.
3. Materials purchased by Superior Electric of the FL Keys, INC is warranted for up to one year from date of installation.
4. Any additional request for electrical services not agreed herein, will be invoiced separately.
5. Permit fees are not included in this estimate and will be invoiced separately.
6. If collection is required, the customer agrees to pay all reasonable cost of collections, including all attorney fees and cost.
7. Interest on any past due/unpaid balance will be applied at the highest interest allowed by law.

This is only an Estimate; totals may change due to unforeseen circumstances.	Total	\$6,821.64
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Signature _____



Estimate

Date	Estimate #
1/9/2019	E09-1951

Name / Address	Job Address
LISA LITTLEFIELD PO Box 500875 Marathon, FL 33050	868 73rd Street Ocean Marathon, FL 33050

Qty	Description	Rate	Total
1	200Amp Load Center	299.99	299.99
10	2" PVC Conduit - Schedule 40	2.22	22.20
1	2" PVC 90 Elbow - Bell End	7.65	7.65
2	2" Male Terminal Adapter	2.82	5.64
1	2" Standard PVC Coupling	3.15	3.15
7	DAY 1 Hours Labor - 2 Men	180.00	1,260.00
	Replace Electrical Service. Contract must be signed and returned with required deposit prior to commencing labor.		
	MEMO: This is a safety issue and must be replaced.		

Contract must be signed and returned with 50% deposit prior to commencing labor. This estimate excludes permit fees, light fixtures, fans and bulbs.

Draws are as followed unless stated otherwise:
 50% DEPOSIT DUE AT SIGNING OF CONTRACT
 30% OF CONTRACT DUE AFTER ROUGH IN IS COMPLETE
 20% OF CONTRACT DUE UPON FINAL COMPLETION OF JOB

1. Superior Electric of the FL Keys, INC shall not be held accountable for errors or omissions in designs by others.
2. Superior Electric of the FL Keys, INC shall not be held accountable for indirect loss or damages.
3. Materials purchased by Superior Electric of the FL Keys, INC is warranted for up to one year from date of installation.
4. Any additional request for electrical services not agreed herein, will be invoiced separately.
5. Permit fees are not included in this estimate and will be invoiced separately.
6. If collection is required, the customer agrees to pay all reasonable cost of collections, including all attorney fees and cost.
7. Interest on any past due/unpaid balance will be applied at the highest interest allowed by law.

This is only an Estimate; totals may change due to unforeseen circumstances.	Total	\$1,598.63
---	--------------	------------

Signature _____

EXHIBIT “L”



04/10/18

THIS PROPOSAL IS VALID FOR 30 DAYS

Lisa Littlefield 305-393-0643 lat24lisa@aol.com
868 73rd St
Marathon, FL 33050

We hereby submit an estimate for installing a new 4 ton 14 SEER American Standard system, including all duct work and grills.

Includes: stand for condensing unit, refrigeration piping, drain line, low voltage wiring, overflow switch with pan, air handler stand, 10 KW heater, tax, labor and materials.

Price includes 1 year labor warranty and 10 year parts warranty.

We hereby propose to furnish material and labor – complete in accordance with the above specifications for a total of **\$8,000**. A deposit of 50% is due before commencement, other 50% due upon completion.

*Owner is responsible to pay permit fees.

Acceptance of proposal: _____

Signature

Date of Acceptance

EXHIBIT “M”



Substantial Improvement Application Packet

Items Required To Determine Substantial Damage/Improvement

Applicant must submit the following: (make sure you have extra copies for your files)

1. The completed building permit and substantial improvement review application(s) (including required plans and documents);
2. An estimated Cost of Reconstruction/Improvement form, completed by a Licensed General Contractor, Architect or Engineer or owner builder and signed by the Owner/contractor or Contractor with a copy of his license certificate attached;
3. For Post-FRIM (built after Dec. 31 1974) and Pre-FIRM properties damaged by events such as storm or fire an Elevation Certificate or survey giving lowest and next highest floor elevations elevation is required. This is not required for Pre-FIRM properties undergoing alteration unless it is determined that the value of improvements exceeds 50% of the market value;
4. Current photos of the structure, or photos before and after the storm (if applying to repair storm damage);
5. Highlighted floor plan drawing showing area of structure to be repaired or altered;
6. Substantial Improvement Affidavit, completed, signed and dated;
7. An independent market value appraisal of structure performed within three years of the application date. The depreciated value of the structure will be used as the market value; or
8. Two reports from internet appraisal searches maybe submitted, an average of the values will be used to determine a percentage for increased value for review purposes; or
9. A Monroe Count Property Appraiser assessment may be used in lieu of an independent appraisal. The County appraisal amount will be increased by twenty percent for review purposes.

Application for Substantial Damage/Improvement Review

Tax Appraiser's Parcel ID# _____

Property Address

Owner's Name _____

Co-Owner's Name _____

Owner's Mailing Address

Owner's Phone # _____

FIRM Panel _____ Lowest Floor Elevation (excluding garage) _____

Base Flood Elevation _____ Flood Zone _____

Initials _____ I am attaching an appraisal report of my property

Initials _____ I am submitting two internet appraisal reports of my property

Initials _____ I accept Monroe County's Estimated Market Value

Initials _____ I accept the attached estimated cost of construction as a fair cost of repair or improvement for my structure

Owner Signature

Date

Co-Owner Signature

Date

Substantial Damage/Improvement

ITEMS TO BE INCLUDED * :

- All structural elements, including:
- Spread or continuous foundation footings & pilings
- Monolithic or other types of concrete slabs
- Bearing walls, tie beams, and trusses
- Wood or reinforced concrete decking or roofing

- Floors and ceilings
- Attached decks and porches
- Interior partition walls
- Exterior wall finishes (e.g. brick, stucco or siding) including painting and decorative moldings
- Windows and doors
- Outside improvements including: Re-shingling or re-tiling a roof
- Hardware

All interior finish elements, including:

- Tiling, linoleum, stone or carpet over sub-flooring
- Bathroom tiling and fixtures
- Wall finishes, including dry wall, painting, stucco, plaster, paneling, marble or other decorative finishes
- Kitchen, utility and bathroom cabinets
- Built-in book cases, cabinets and furniture
- Hardware

All utility and service equipment, including:

- HVAC equipment
- Repair or reconstruction of plumbing and electrical services
- Light fixtures and ceiling fans
- Security systems
- Built-in kitchen appliances
- Central vacuum systems
- Water filtration, conditioning or recirculation systems

Also:

- Labor & other costs associated with demolishing, removing or altering building components
- Construction supervision and/or management
- Equivalent costs of work done by owner & volunteers
- Overhead and profit

ITEMS TO BE EXCLUDED * :

- Plans & specifications
- Survey costs
- Permit fees
- Debris removal (e.g. removal or debris from building or lot, dumpster rental, transport fees to landfill and landfill tipping fees)
- clean-up (e.g. dirt and mud removal, building dry-out, etc.)
- Items not considered real property, such as throw rugs, furniture, refrigerators, stoves not built-in, etc.

Outside improvements, including:

- Landscaping
- Sidewalks
- Fences
- Yard lights
- Swimming pools
- Screened pool enclosures
- Sheds
- Gazebos
- Detached structures (including garages)
- Landscape irrigation system

* *NOT an all-inclusive list.*

Estimated Cost of Reconstruction/Improvement

Parcel ID _____

Address _____

This Cost Estimate of Reconstruction/Improvement must be prepared and signed by a licensed General Contractor, Architect or Engineer

Construction Type	Material Cost	Labor Cost	Total Cost
Demolition			
Foundation complete			
Structural Steel			
Masonry Walls			
Concrete Slab (area)			
Concrete Columns (poured or driven)			
Carpentry complete			
Gas Complete			
Stucco			
Mirrors and Fixed Glass			
Central Vacuum			
Elevator			
Appliances (Built in)			
Water Softener			
Trusses			
Roofing (Complete)			
Mechanical Complete			
Plumbing Complete			
Electrical Complete			
Lighting Fixtures			
Ceiling Fans			
Intercom or Alarm Systems			
HVAC Complete			
Exterior Doors and Windows			
Exterior Finish			
Insulation Complete			
Drywall Complete			
Ceramic Tile Complete			
Fireplace			
Painting Complete			
Cabinets Complete			
Other			
Total			

(PLEASE attach any additional information)

Contractor's Name: _____ License #: _____

Address: _____ Phone: _____

Contractor's Signature: _____ Date: _____

CITY OF MARATHON PLANNING DEPARTMENT

Phone (305) 743-0033 | www.ci.marathon.fl.us/government/planning/

Contractor Reconstruction/Improvement Affidavit

Parcel ID _____

Owner's Name _____ Phone _____

Address _____

Contractor's Name _____ License _____

I hereby attest to the fact that I, or a member of my staff, personally inspected the above-mentioned property and produced the attached itemized list of repairs/reconstruction and/or remodeling which is hereby submitted for the **Substantial Damage/Improvement Review**. These listed damages/improvements are **ALL of the damages/improvements** sustained by this structure, and all additions, improvements, or repairs proposed on the subject building are included in this estimate.

I understand that I am subject to enforcement action and/or fines if inspection of the property reveals that I have made repairs **NOT included on the attached list of repairs/improvement**, or that I have included non-conforming or improvements or illegal structures/additions to the existing structure without having presented plans for such additions. I understand that any permit issued by the City of Marathon pursuant to this affidavit does not authorize the reconstruction, repair or maintenance of any illegal additions, fences, sheds or non-conforming uses or structures on the subject property.

Total Labor & Materials \$ _____

Overhead & Profit \$ _____

Total Cost \$ _____

Contractor Name (Please Print)

Contractor Signature

Date

NOTARY STATE OF FLORIDA, COUNTY OF MONROE	
The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by	
_____ who is personally known or who produced	
_____ for identification.	
_____ Signature of Notary Public – State of Florida	_____ My commission Expires:

Owner Reconstruction/Improvement Affidavit

Parcel ID _____

Owner's Name _____ Phone _____

Address _____

Contractor's Name _____ License _____

I hereby attest to the fact that the repairs/reconstruction and/or remodeling list submitted for the **Substantial Damage/Improvement Review** by my contractor includes **ALL of the damages/improvements** sustained by this structure and will be done to the existing building and that all additions, improvements, or repairs on the subject building are included in this estimated construction herewith. No other contractor has made any repairs or reconstruction or additions or remodeling not included in the attached list.

TOTAL COST \$ _____

I understand that I am subject to enforcement action and/or fines if inspection of the property reveals that I have made repairs **NOT included on the attached list of repairs/improvement**, or that I have included non-conforming or improvements or illegal structures/additions to the existing structure without having presented plans for such additions. I understand that any permit issued by the City of Marathon pursuant to this affidavit does not authorize the reconstruction, repair or maintenance of any illegal additions, fences, sheds or non-conforming uses or structures on the subject property.

Owner Name (Please Print)

Owner Signature

Date

NOTARY STATE OF FLORIDA, COUNTY OF MONROE	
The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by	
_____ who is personally known or who produced	
_____ for identification.	
_____ Signature of Notary Public – State of Florida	_____ My commission Expires:

Contractor Non-Substantial Improvement Affidavit

Parcel ID _____

Owner's Name _____ Phone _____

Address _____

Contractor's Name _____ License _____

I hereby attest to the fact that I, or a member of my staff, personally inspected the above mentioned property and have reviewed the applicable drawings related to the proposed repairs, remodeling, renovation, addition, rehabilitation or other forms of development. I have also produced the attached itemized list reflecting the aforementioned work. This information is hereby submitted for a non-substantial improvement review. The aforementioned work is all that is proposed for this structure as shown on the submitted plans. All costs list herein represent true and valid estimates for the work to be done.

I understand that I am subject to penalties (for any and all violation of this affidavit) if the inspection of the property reveals that I have done work not included within the attached cost breakdown or if any nonconforming or illegal structures or additions are included without having presented plans and changes for such modifications or if any false monetary charges are revealed.

I understand that any permit issued by the City of Marathon pursuant to this affidavit does not authorize work on any illegal structures or nonconforming uses on the subject property.

See Attached Itemized List

Total Labor and Materials (including overhead and profit) \$ _____

NOTARY STATE OF FLORIDA, COUNTY OF MONROE	
The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by	
_____ who is personally known or who produced	
_____ for identification.	
_____ Signature of Notary Public – State of Florida	_____ My commission Expires:

Estimated Cost Of Reconstruction / Improvements

Parcel ID _____

Address _____

When submitting an application for remodeling, rehabilitation, and/or additions each category must be broken down into labor and material costs. The final price must be a total price for all proposed finished work. Overhead and profit should be included. Costs related to site work are not considered as part of work on buildings or other structures and will not be counted in the cumulative total.

The Cost Estimate of reconstruction / improvement must be prepared and signed by a licensed General Contractor.

Construction Type	Material Cost	Labor Cost	Total Cost
Demolition			
Foundation complete			
Structural Steel			
Masonry Walls			
Concrete Slab (area)			
Concrete Columns (poured or driven)			
Carpentry complete			
Gas Complete			
Stucco			
Mirrors and Fixed Glass			
Central Vacuum			
Elevator			
Appliances (Built in)			
Water Softener			
Trusses			
Roofing (Complete)			
Mechanical Complete			
Pumping Complete			
Electrical Complete			
Lighting Fixtures			
Ceiling Fans			
Intercom or Alarm Systems			
HVAC Complete			
Exterior Doors and Windows			
Exterior Finish			
Insulation Complete			
Drywall Complete			
Ceramic Tile Complete			
Fireplace			
Painting Complete			
Cabinets Complete			
Other			
Total			

EXHIBIT “N”

Sponsored by: Puto
Introduction Date: January 11, 2005
Planning Commission Public Hearing Date: January 19, 2005
City Council Public Hearing Dates: January 25, 2005
February 7, 2005
Enactment date: February 7, 2005

**CITY OF MARATHON, FLORIDA
ORDINANCE 2005-04**

AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA AMENDING SECTION 9.5-4 OF THE CITY CODE TO ADD ADDITIONAL DEFINITIONS PERTAINING TO FLOODPLAIN MANAGEMENT STANDARDS; REPEALING EXISTING SECTIONS 9.5-315 THROUGH 9.5-324 OF THE CITY CODE PERTAINING TO FLOODPLAIN MANAGEMENT STANDARDS AND ADOPTING NEW FLOODPLAIN MANAGEMENT STANDARDS AS SET FORTH HEREIN; PROVIDING FOR SEVERABILITY, THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE, FOR INCLUSION IN THE CODE, FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMUNITY AFFAIRS, AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMUNITY AFFAIRS IN ACCORDANCE WITH STATE LAW

WHEREAS, the Legislatures of the State of Florida has in Chapter 166, Florida Statutes, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the flood hazard areas of the City of Marathon (the "City") are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare; and

WHEREAS, these flood losses are caused by the occupancy in flood hazard areas of uses vulnerable to floods, which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damages; and

WHEREAS, the City is adopting this Ordinance to protect residents and property from loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base; and

WHEREAS, pursuant to Section 163.3 174, Florida Statutes, and Section 9.5-22 of the Code, the City’s Planning Commission sitting as the Local Planning Agency has publicly considered the amendments to the Code set forth in this Ordinance (the “Amendments”) at a properly noticed public hearing and recommended to the City Council the adoption of the Amendments; and

WHEREAS, in accordance with Sections 163.3184 and 166.041, Florida Statutes, public notice has been given of the public hearings for the proposed adoption of this Ordinance amending the Code; and

WHEREAS, the City Council finds the adoption of this Ordinance is in the best interest of the City and complies with applicable State laws and rules; and

WHEREAS, the City Council finds that enactment of this Ordinance furthers the objectives, goals and policies of the City’s Comprehensive Plan and the Principles for Guiding Development of the Florida Keys Area of Critical State Concern.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. That Section 9.5-4 of the City Code is hereby amended to read as follows:

Sec. 9.5-4 Definitions

Area of shallow flooding means a designated AO or AH zone on the community’s Flood Insurance Rate Map (FIRM) with base flood average depths of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Basement means that portion of a building between floor and ceiling which may be partly below and partly above grade any area of the building having its floor subgrade (below ground level) on all sides.

Coastal high-hazard area means the area subject to storm surge as well as high velocity waters caused by, but not limited to hurricane wave wash or tsunamis an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on the Flood Insurance Rate Map (FIRM) as zone V1-30 or VE.

Development means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land or water, or the subdividing of land into two (2) or more parcels.

(a) Except as provided in subsection (c) hereof, for the purposes of this chapter, the following activities or uses shall be taken to involve “development”:

- (1) A reconstruction, alteration of the size, or material change in the external appearance of a structure on land or water.
 - (2) A change in the intensity of use of land, such as an increase in the number of dwelling units in a structure or on land or a material increase in the number of businesses, manufacturing establishments, offices or dwelling units in a structure or on land.
 - (3) Alteration of a shore or bank of a seacoast, lake, pond or canal, including any work or activity which is likely to have a material physical effect on existing coastal conditions or natural shore and inlet processes.
 - (4) Commencement of drilling (except to obtain soil samples), mining or excavation on a parcel of land.
 - (5) Demolition of a structure.
 - (6) Clearing of land, including clearing or removal of vegetation and, including significant disturbance of vegetation or substrate (soil) manipulation, including the trimming of mangroves to the extent allowed by law. (Ord. No. 19-1989, § 1(PD11))
 - (7) Deposit of refuse, solid or liquid waste, or fill on a parcel of land.
- (b) "Development" includes all other activity customarily associated with it. When appropriate to the context, "development" refers to the act of developing or to the result of development. Reference to any specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this definition.
- (c) For the purpose of this chapter, the following operations or uses shall not be taken to involve "development:"
- (1) Work involving the maintenance, renewal, improvement or alteration of any structure, if the work affects only the color or decoration of the exterior of the structure or interior alterations that do not change the use for which the structure was constructed.
 - (2) Work involving the maintenance of existing landscaped areas and existing rights-of-way such as yards and other non-natural planting areas.
 - (3) A change in use of land or structure from a use within a specified category of use to another use in the same category unless the change involves a change from a use permitted as of right to one permitted as a minor or major conditional use or from a minor to a major conditional use.
 - (4) A change in the ownership or form of ownership of any parcel or structure.
 - (5) The creation or termination of rights of access, riparian rights, easements, covenants concerning development of land, or other rights in land unless otherwise specifically required by law.
 - (6) The clearing of survey cuts or other paths of less than four (4) feet in width and the mowing of vacant lots in improved subdivisions and areas that have been continuously maintained in a mowed state prior to the effective date of the plan, the trimming of trees and shrubs and gardening in areas of developed parcels that are not required open space and the maintenance of public rights-of-way and private accessways existing on the effective date of this chapter or approved private rights-of-way.

- (d) Development also means the tourist housing use or vacation rental use of a dwelling unit, or a change to such a use (i.e., conversion of existing dwelling units to vacation rental use). Vacation rental use of a dwelling unit requires building permits, inspection(s) and a certificate of occupancy.
- (e) For floodplain management purposes, any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated building means, for insurance purposes, a nonbasement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Existing construction means for the purposes of determining rates, any structures for which the "start of construction" commenced before the effective date of this ordinance the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Floodproofing means the modification of individual structures and facilities, their sites, and their contents to protect against structural failure, to keep water out, or to reduce effects of water entry.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Historic structure means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a register historic district;
- (c) Designated by the State of Florida as an archaeological, historical or cultural landmark Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (d) Designated by either Monroe County or the City as an archeological, historical or cultural landmark Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (1) By an approved state program as determined by the Secretary of the Interior or
 - (2) Directly by the Secretary of the Interior in states without approved programs.

Human intervention means the required presence and active involvement of people to enact floodproofing or retrofitting measures prior to flooding.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this division.

New construction, for floodplain management purposes, means any structure for which the "start of construction" commenced on or after the effective date of this Ordinance June 15, 1973 and The term also includes any subsequent improvements to such structures. New construction is also known as Post-FIRM structures. For insurance purposes, Post-FIRM structures are those constructed on or after January 1, 1975.

Special Flood Hazard Area means an area having a special flood hazard and shown on a Flood Hazard Boundary Map (FHBM) or Flood Insurance Rate Map (FIRM) as Zone A, AO, A1-A30, AE, A99, or AH.

Substantial improvement means any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the ~~predestruction~~ market value of the structure, ~~as determined by the Office of the Tax Assessor of Monroe County,~~ either (1) before the improvement or repair is started, or (2) if the structure has been damaged and is being restored, before the damage occurred. ~~For the purposes of this definition, substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimension of the structure.~~ This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed.

The term does not, however, include either:

- (a) Any project for improvement of a structure to ~~comply with~~ correct existing violations of state or local health, sanitary, or safety code specifications which are necessary solely have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or
- (b) Any alteration of a ~~structure listed on the National Register of Historic Places, the state inventory of historic places, or any inventory of local historic places~~ "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure".

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would either (i) equal or exceed fifty (50) percent of the market value of the structure before the damage occurred (ii) would equal or exceed 50 percent of the square footage of the structure before the damage occurred. Damage of any origin includes but is not limited to demolition in preparation for improvements, deterioration due to lack of maintenance and repair and exposure to the elements and damage by acts of God.

Substantially damaged mobile home park or subdivision means damage of any origin sustained by a mobile home park whereby the cost of restoring the mobile home park, to the

before damaged condition would exceed 50 percent of the market value of the mobile home park before the damage occurred, including the repair, reconstruction, rehabilitation, or improvement of the streets, utilities, and pads.

Violation means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

Section 2. That Section 9.5-315 of the City Code is hereby amended to read as follows:

Sec. 9.5-315. Statement of Purpose

It is the purpose of this Division to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (a) Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in increases in erosion or in flood heights or velocities;
- (b) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (c) Control the alteration of natural floodplains, stream channels, and natural protective barriers that are involved in the accommodation of floodwaters;
- (d) Control filling, grading, dredging and other development which may increase flood damage or erosion;
- (e) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands;
- (f) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (g) Minimize prolonged business interruptions;
- (h) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (i) Help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas; and
- (j) Ensure that potential homebuyers are notified that property is in a flood area;

(k) Protect human life and health; and

(l) Minimize expenditure of public money for costly flood control projects.

Section 3. That Section 9.5-316 of the City Code is hereby amended to read as follows:

Sec. 9.5-316. General Provisions

(a) *Lands to Which this Division Applies.* This Division shall apply to all areas within the boundaries of the City of Marathon, which is designated as a special flood hazard.

(b) *Adoption of Maps.* The areas of special flood hazard identified by the Federal Emergency Management Agency in its Flood Insurance Rate Map, dated February 18, 2005, with accompanying maps and other supporting data, and any revisions thereto, are hereby adopted by reference and declared to be a part of this division, and shall be kept on file, available to the public, in the offices of the City Planning Department.

(c) *Establishment of a Development Permit.* A development permit shall be required in conformance with the provision of this division prior to the commencement of any development activity.

(d) *Compliance.* No structure or land shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this Division.

(e) *Abrogation and Greater Restrictions.* This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(f) *Warning and Disclaimer of Liability.* The degree of flood protection required by this Division is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Division does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This Division shall not create liability on the part of the City or by any officer or employee thereof for any flood damages that result from reliance on this Division or any administrative decision lawfully made thereunder.

(g) *Penalties for Violation.* A violation of this Article or any resolution adopted pursuant to this Article may be enforced as provided in Chapter 162, Fla. Stat., and Chapter 6.3 of the City Code. The City may also enforce this Article by issuance of a citation, summons, or notice to appear in county court, or arrest as provided in Chapter 901, Fla. Stat., or by injunctive relief. Nothing contained in this Article shall prohibit the City from enforcing this Article by any other lawful means. All fines and fees may be set by Resolution.

Section 4. That Section 9.5-317 of the City Code is hereby amended to read as follows:

Sec. 9.5-317. Administration.

(a) The city manager or his designee is appointed to administer and implement the provisions of this Division. The city manager or his designee shall:

- (1) Review all development permits to assure that the permit requirements of this Division have been satisfied;
- (2) Review all development permits to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (3) Notify adjacent communities and the State of Florida Department of Community Affairs, Division of Emergency Management, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.
- (5) Verify and record the actual elevation, in relation to NGVD, of the lowest floor of all new or substantially improved structures.
- (6) Verify and record the actual elevation, in relation to NGVD, to which the new or substantially improved structures have been flood-proofed.
- (7) Verify that in Coastal High Hazard Areas applicants have provided certification from a registered professional engineer or architect that the structure is designed and securely anchored to adequately anchored pilings or columns in order to withstand velocity waters and hurricane wave wash.
- (8) In Coastal High Hazard Areas, review plans for adequacy of breakaway walls.
- (9) Verify that when flood proofing is utilized for a structure, the applicant has obtained certification for the flood proofing from a registered professional engineer or architect.
- (10) Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the city manager or his designee shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the city manager or his designee's interpretation as provided for in Section 9.5-521.

- (11) When base flood elevation data or floodway data have not been provided by the Federal Emergency Management Agency in accordance with Section 9.5-316 of the City Code, then the city manager or his designee shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer the provisions of this Division.
- b. All records pertaining to the provisions of this Division shall be maintained in the office of the city manager or his designee and shall be open for public inspection.

Section 5. That Section 9.5-318 of the City Code is hereby amended to read as follows:

Sec. 9.5-318. Standards for flood hazard reduction.

(a) General standards. In all areas of special flood hazard the following standards shall apply:

- (1) New construction, substantial improvements, or replacements of existing structures shall be anchored to prevent flotation, collapse or lateral movement of the structure.
- (2) Mobile homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.
- (3) New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage.
- (4) New construction or substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage.
- (5) All electrical, heating, and air conditioning equipment, ventilation, plumbing, and other service facilities shall be designed and located to prevent water from entering or accumulating within the components during conditions of flooding.
- (6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.

- (8) Onsite waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (9) Any alteration, repair, reconstruction or improvements to a structure, shall meet the requirements for new construction as contained in this division.
- (10) Nonconforming uses and construction below elevated post-FIRM buildings may not be expanded or improved or repaired from damages of any origin and no building permit shall be issued for any improvements to below base flood enclosures, other than for demolition or a permit to remedy a life safety hazard, unless the structure is brought into compliance with this Division.
- (11) New construction and substantial improvements, when located in multiple flood zones or in flood zones with multiple base flood elevations, shall meet the requirements for the flood zone with the most stringent requirements.
- (12) No manmade alteration of sand dunes, dune ridge, mangrove stands or wetlands shall be allowed which would increase potential flood damage.

(b) *Specific standards.* In all areas of special flood hazard where base flood elevation data have been provided the following provisions are required:

- (1) *Residential construction.*
 - a. New construction or substantial improvement of any residential structure in the AE, A1-A30, and AH zones shall have the lowest floor (including basement) elevated to or above the base flood elevation. Should solid foundation perimeter walls be used between columns of an elevated structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided.
 - b. Elevators may be placed below the base flood elevation, if the mechanical and electrical equipment serving the elevator is designed, certified and located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (2) *Nonresidential construction.*
 - a. New construction or substantial improvement of any commercial, industrial, or nonresidential structure in the AE, A1-A30, and AH zones shall have the lowest floor elevated to or above the base flood level.
 - b. Structures located in AE-zones, together with attendant utility and sanitary facilities, may be flood-proofed in lieu of elevation provided that all areas of the structure below the base flood elevation are designed to be watertight, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.
 - c. A Florida registered professional engineer or architect shall develop and review structural design, specifications, and plans for the construction, and

shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the city manager or designee.

(3) *Elevated buildings.*

- a. For all new construction or substantial improvements, fully enclosed areas below the lowest floor elevation shall be usable solely for parking of vehicles, building access, or storage. Such space shall not be partitioned into multiple rooms, temperature-controlled, or used for human habitation. These enclosed areas shall be designed and constructed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic and hydrodynamic flood forces on exterior walls.
- b. Designs for complying with this requirement must either be certified by a state registered professional engineer or architect, or meet or exceed the following minimum criteria:
 - i. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.
 - ii. The bottom of all openings shall be no higher than one foot above grade.
 - iii. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic entry and exit of floodwaters.
- c. Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).

(4) *Standards for Mobile Homes and Recreational Vehicles.*

- a. All mobile homes placed or substantially improved that are located in: expansions to existing mobile home parks, or on individual lots or parcels, or in a new or substantially improved mobile home parks, must meet all the requirements for new construction, including elevation and anchoring.
- b. All mobile homes placed or substantially improved in an existing mobile home park must be elevated so that:
 - i. The lowest floor of the mobile home is elevated to or above the base flood elevation, or
 - ii. The mobile home chassis is supported by reinforced piers or other foundation elements of at least an equivalent strength, and no less than 36 inches in height above grade.
 - iii. The mobile home chassis must be securely anchored to the adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- c. All recreational vehicles placed on a site must comply with the following:

- i. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached structures and has a suitable means to transport the RV), or
- ii. Be on the site for fewer than 180 consecutive days

Any travel trailer or recreational vehicle (including park models) which cannot be easily and quickly disconnected from utilities, which requires a special permit to be moved, requires a special escort, or which requires larger than a light duty truck to tow it from the floodplain would not be considered a recreational vehicle and must meet all requirements of this division for mobile homes and all Code sections applicable to dwelling units.

(5) Coastal high hazard areas (VE Zones). These areas have special flood hazards associated with high velocity waters from surges, and therefore, in addition to meeting all the provisions of this division, the following provisions shall also apply:

- a. All new construction shall be located landward of the reach of the mean high tide.
- b. All new construction and substantial improvements in Zones V1-30 and VE shall be elevated on pilings and columns so that:
 - i. The bottom of the lowest horizontal structure member of the lowest floor (excluding pilings or columns) is elevated to or above the base flood level.
 - ii. The pile or column foundations and structures attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable state or local building code standards.
- c. A Florida registered professional engineer or architect shall develop or review the structural design, specifications and plans for construction, and shall certify that the design, specifications and plans for construction are in compliance with the provisions contained in subsection (i) and (ii) above.
- d. All space below the lowest floor must remain free of obstruction or constructed with non-supporting breakaway walls, open lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system.
For the purposes of this section, a breakaway wall shall have a design safe

loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls that exceed a design safe loading resistance of 20 pounds per square foot may be permitted only if a registered professional engineer or architect certifies that the designs meet the following conditions:

i. Breakaway wall collapse shall result from a water load less than that which would occur during the base flood, and

ii. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable state or local building standards.

e. The enclosed space below the lowest floor shall be used solely for parking of vehicles, building access, or storage. Such space shall not be partitioned into multiple rooms, temperature-controlled, or used for human habitation.

f. There shall be no fill used as structural support. No development permit shall be issued for development involving fill in coastal high hazard area unless it has been demonstrated through appropriate engineering analyses that the subject fill does not cause any adverse impacts to the structure on site or adjacent structures. Placement of fill that would result in an increase in the base flood elevation may be permitted, provided that the permit applicant first applies for and receives a conditional FIRM revision, fulfilling the requirements for such revisions as established by FEMA.

g. There shall be no alteration of sand dunes or mangrove stands that would increase potential flood damage.

h. All mobile homes to be placed or substantially improved with Zones V1-30, VE and V on the FIRM shall:

i. Meet the requirements of Section 9.5-318 (b)(5) (a) through (g) if they are located on sites (i) outside of an existing mobile home park or subdivision, (ii) in a new or substantially improved mobile home park or subdivision, or (iii) in an expansion to an existing mobile home park or subdivision, and

ii. Meet the requirements of Section 9.5-318 (b)(4)(b) if they are located in an existing mobile home park or subdivision.

(6) Standards for subdivision proposals.

a. All subdivision proposals shall be consistent with the need to minimize flood damage.

b. All subdivision proposals shall have public utilities and facilities such as

sewer, gas, electrical and water systems located and constructed to minimize flood damage.

- c. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- d. Base flood elevation data shall be provided for subdivision proposals and other proposed development, including mobile home parks and subdivisions, greater than 50 lots or five acres, whichever is less.

Section 6. That Section 9.5-319 of the City Code is hereby amended to read as follows:

Sec. 9.5-319. Permit Procedures.

(a) A Development Permit Application shall be submitted, prior to undertaking any development activities, to the city manager or his designee on forms furnished by him, and must include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, locations, dimensions, and elevations of the area under consideration for development; existing structure(s) and other features; proposed structure(s), earthen fill, storage of materials or equipment, drainage facilities, perimeter setbacks, environmental features such as base floodplain areas, wetlands, and other protected areas; and the location of the foregoing. Specifically, the following information, certified by a professional who is authorized to certify such information in the State, is required:

(1) Application Stage:

- a. Survey of elevations of the area of development in relation to NGVD (such as a contour map) for both existing and proposed development;
- b. Pre-construction FEMA/NFIP Elevation Certificate for all residential or elevated non-residential structures prepared by or under the direct supervision of a registered land surveyor or professional engineer who is authorized to certify such information in the State, and certified by same;
- c. FEMA Floodproofing Certificate, meeting the floodproofing criteria;
- d. Total Net Venting Certificate, for elevated structures with enclosed areas below the lowest floor elevation, produced by the product manufacturer or a registered land surveyor or professional engineer;
- e. Annual Maintenance Plan, should human intervention occur, which will only apply to commercial properties;
- f. V-zone certification, if applicable; and
- g. Description of the extent to which any watercourse will be altered or relocated as result of proposed development.

(2) Construction Stage:

- a. Within ten (10) calendar days of establishment of the lowest floor elevation or upon placement of the lowest horizontal structure member of the lowest floor, or floodproofing by whatever construction means, it shall be the duty of the permit holder to submit to the city manager or his designee a FEMA/NFIP

Elevation Certificate. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer who is authorized to certify such information in the State, and certified by same. Any work undertaken prior to submission of the certification shall be at the permit holder's risk.

- b. The city manager or his designee shall review the lowest floor elevation and floodproofing certificate. Should these documents be found not in conformance with the requirements of this division, the permit holder shall immediately cease further work, and shall correct any deficiencies. Failure of the permit holder to submit the surveyed lowest floor elevation and floodproofing certificate, and failure to correct said deficiencies required hereby, shall be the cause to issue a stop-work order for the project.

(3) Post-Construction Stage:

- a. Prior to receiving a Certificate of Occupancy, a final FEMA/NFIP Elevation Certificate or Floodproofing Certificate shall be submitted.
- b. Should an Annual Maintenance Plan be required, it shall be annually resubmitted to the City for review on the anniversary of receiving a Certificate of Occupancy.

Section 7. That Section 9.5-320 of the City Code is hereby amended to read as follows:

Sec. 9.5-320. Variances.

- (a) Where, owing to special conditions, a literal enforcement of the floodplain management provisions of the plan would result in exceptional hardship unique to that property or proposed project, the City Council may grant variances from the terms of those provisions as will not be contrary to the public interest, will be in harmony with the general purpose and intent of this chapter, and will be the minimum variance that will allow reasonable use of the property.
- (b) A property owner may apply for a variance in accordance with the procedures set forth in section 9.5-523 of the City's Land Development Regulations. In addition, the Planning Commission shall consider the following upon reviewing such applications for a variance and make a recommendation to the City Council:
 - (1) Physical characteristics of construction;
 - (2) Whether it is possible to use the property by a conforming method of construction;
 - (3) The danger that materials may be swept onto other lands to the injury of others;
 - (4) The danger of life and property due to flooding or erosion damage;
 - (5) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (6) The importance of the services provided by the proposed facility to the community;
 - (7) The necessity to the facility of a waterfront location, where applicable;
 - (8) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

- (9) The compatibility of the proposed use with existing and anticipated development;
 - (10) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - (11) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (12) The expected heights, velocity, duration, rate of rise, and sediment of transport of the flood waters and the effects of wave action, if applicable, expected at the site; and
 - (13) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
 - (14) The request for variance is not an after-the-fact request.
- (c) When the Planning Commission and City Council shall consider the property of granting a variance as permitted by this division, the following factors shall not be considered relevant:
- (1) The physical disabilities or handicaps and health of the applicant or members of his family;
 - (2) The domestic difficulties of the applicant or members of his family;
 - (3) The financial difficulty of the applicant in complying with the floodplain management provisions of this chapter; or
 - (4) The elevation of surrounding structures.
- (d) *Historic Structures.* Variances may be issued for the repair or rehabilitation of “historic structures” upon a determination that the proposed repair or rehabilitation will not preclude the structure’s continued designation as an “historic structure” and the variance is the minimum to preserve the historic character and design of the structure.
- (e) Notification. Any applicant to whom a variance is granted shall be notified in writing over the signature of the city manager or his designee that:
- (1) The issuance of a variance to construct a structure below the base flood elevation will result in increase premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and
 - (2) Such construction below the base flood level increases risks to life and property. A copy of the notice shall be recorded by the city manager or his designee in the City and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.
 - (3) The city manager or his designee shall maintain a record of all variance actions, including justification for their issuance or denial, and report such variances issued in its annual or biennial report submitted to FEMA.
- (f) Upon consideration of the factors listed in Section 9.5-318, and the purposes of these regulations, the City Council may attach such conditions to the granting of variances, as it deems necessary to further the purposes of this section.

Section 8. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause of phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 9. The provisions of the City Code and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.


Section 10. It is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Marathon, Florida, that the sections of the Ordinance may be renumbered or re-lettered to accomplish to such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 11. The provisions of this Ordinance constitute a "land development regulation" as state law defines that term. Accordingly, the City Clerk is authorized and directed to forward a copy of this Ordinance to the State Department of Community Affairs for approval pursuant to Sections 380.05(6) and (11), Florida Statutes.

Section 12. This Ordinance shall be effective immediately upon approval by the State Department of Community Affairs pursuant to Chapter 380, Florida Statutes.

ENACTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, this 7th day of February, 2005.

THE CITY OF MARATHON, FLORIDA



Jeffrey M. Pinkus, Mayor

AYES: Bull, Miller, Bartus, Mearns, Pinkus
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Cindy L. Ecklund
City Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



City Attorney



**STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS**

JEB BUSH, GOVERNOR
THADDEUS L. COHEN, AIA, SECRETARY

OFFICE OF THE GENERAL COUNSEL
Heidi Hughes
General Counsel

2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
TELEPHONE: 850-488-0410
FAX: 850-922-2679
SUNCOM: 278-0410

FACSIMILE MESSAGE

DATE: February 16, 2005
FROM: Richard Shine, Assistant General Counsel
TO: Gail Kenson Fax: 305-289-4123
RE: Immediate Final Order; City of Marathon Ord. # 2005-04
DCA05-OR-033

COMMENTS: Should you have any questions, please contact Richard Shine at 850-488-0410.

Pages including Cover: 11 pgs.

cc:

DCA Final Order No.: DCA05-OR-033

**STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS**

In re: CITY OF MARATHON LAND
DEVELOPMENT REGULATIONS
ADOPTED BY ORDINANCE NO. 2005-04

IMMEDIATE FINAL ORDER

The Department of Community Affairs (the "Department") hereby issues this Immediate Final Order, pursuant to §120.569(2)(n), §380.05(6), and §380.0552(9), *Fla. Stat.* (2004), approving a land development regulation adopted by a local government within the Florida Keys Area of Critical State Concern as set forth below.

FINDINGS OF FACT

1. The City of Marathon is a local government within the Florida Keys Area of Critical State Concern.
2. On February 9, 2005, the Department received for review City of Marathon Ordinance No. 2005-04 that was adopted by the City of Marathon Board of City Commissioners on February 7, 2005 ("Ord. 2005-04"). Ord. 2005-04 revises the City's floodplain management regulations so as to ensure the City's continued participation in the National Flood Insurance Program.
3. Based upon the facts stated in the Affidavit of Mayor Jeffrey Pinkus, attached to this Immediate Final Order as Exhibit A and incorporated herein, the Department finds that there is an immediate danger to the public health, safety and welfare that requires the issuance of an Immediate Final Order.
4. Ord. 2005-04 is consistent with the City's 2010 Comprehensive Plan.

CONCLUSIONS OF LAW

5. The Department is required to approve or reject land development regulations that are enacted, amended or rescinded by any local government in the Florida Keys Area of Critical State Concern. §380.05(6), and §380.0552(9), *Fla. Stat.* (2004).

DCA Final Order No.: DCA05-OR-033

6. The City of Marathon is a local government within the Florida Keys Area of Critical State Concern. §380.0552, *Fla. Stat.* (2004) and Rule 28-29.002 (superseding Chapter 27F-8), *Fla. Admin. Code*.

7. "Land development regulations" include local zoning, subdivision, building and other regulations controlling the development of land. §380.031(8), *Fla. Stat.* (2004). The regulations adopted by Ord. 2005-04 are land development regulations.

8. All land development regulations enacted, amended or rescinded within an area of critical state concern must be consistent with the Principles for Guiding Development (the "Principles") as set forth in §380.0552(7), *Fla. Stat.* See *Rathkamp v. Department of Community Affairs*, 21 F.A.L.R. 1902 (Dec. 4, 1998), *aff'd*, 740 So. 2d 1209 (Fla. 3d DCA 1999). The Principles are construed as a whole and no specific provision is construed or applied in isolation from the other provisions.

9. Ord. 2005-04 promotes and furthers the following Principles:

(a) To strengthen local government capabilities for managing land use and development so that local government is able to achieve these objectives without the continuation of the area of critical state concern designation.

(d) To ensure the maximum well-being of the Florida Keys and its citizens through sound economic development.

(k) To provide adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a postdisaster reconstruction plan.

(l) To protect the public health, safety, and welfare of the citizens of the Florida Keys and maintain the Florida Keys as a unique Florida resource.

10. Ord. 2005-04 is not inconsistent with the remaining Principles. Ord. 2005-04 is consistent with the Principles for Guiding Development as a whole.

11. Since there is an immediate danger to the public health, safety and welfare, the approval of Ord. 2005-04 shall be effective immediately. §120.569(2)(n), *Fla. Stat.* (2004).


DCA Final Order No.: DCA05-OR-033

WHEREFORE, IT IS ORDERED that:

A. City of Marathon Ordinance 2005-04 is found to be consistent with the Principles for Guiding Development of the Florida Keys Area of Critical State Concern, and is hereby APPROVED; and

B. This Order and Marathon Ordinance 2005-04 shall become effective immediately upon filing with the Agency Clerk.

DONE AND ORDERED in Tallahassee, Florida.


THADDEUS L. COHEN, Secretary
Department of Community Affairs

NOTICE OF RIGHTS

I. Challenges to the Immediate Effective Date:

ANY PARTY WHO IS ADVERSELY AFFECTED BY THIS IMMEDIATE FINAL ORDER AND WHO DISPUTES THE FINDING THAT THERE IS AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY OR WELFARE THAT REQUIRES AN IMMEDIATE FINAL ORDER MAY APPEAL THIS IMMEDIATE FINAL ORDER ON THAT BASIS OR SEEK AN INJUNCTION TO SET ASIDE THE IMMEDIATE NATURE OF THIS ORDER PURSUANT TO SECTIONS 120.569(2)(n) AND 120.68(1), FLORIDA STATUTES.

A. TO INITIATE AN APPEAL OF THIS ORDER, A NOTICE OF APPEAL MUST BE FILED WITH THE DEPARTMENT'S AGENCY CLERK, 2555 SHUMARD OAK BOULEVARD, TALLAHASSEE, FLORIDA 32399-2100, WITHIN 30 DAYS OF THE DAY THIS ORDER IS PUBLISHED IN THE FLORIDA ADMINISTRATIVE WEEKLY. THE NOTICE OF APPEAL MUST BE SUBSTANTIALLY IN THE FORM PRESCRIBED BY FLORIDA RULE OF APPELLATE PROCEDURE 9.900(a). A COPY OF THE NOTICE OF APPEAL MUST BE FILED WITH THE APPROPRIATE DISTRICT COURT OF APPEAL AND MUST BE ACCOMPANIED BY THE FILING FEE SPECIFIED IN SECTION 35.22(3), FLORIDA STATUTES.

DCA Final Order No.: DCA05-OR-033

B. TO SEEK AN INJUNCTION, A COMPLAINT MUST BE FILED WITH THE APPROPRIATE CIRCUIT COURT PURSUANT TO THE FLORIDA RULES OF CIVIL PROCEDURE. THE COMPLAINT MUST BE ACCOMPANIED WITH THE FILING FEE REQUIRED BY THE CLERK OF THE CIRCUIT COURT.

II. Challenges to All Other Issues:

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, REGARDING THE AGENCY'S ACTION. DEPENDING UPON WHETHER YOU ALLEGE ANY DISPUTED ISSUE OF MATERIAL FACT IN YOUR PETITION REQUESTING AN ADMINISTRATIVE PROCEEDING, YOU ARE ENTITLED TO EITHER AN INFORMAL PROCEEDING OR A FORMAL HEARING.

A. IF YOUR PETITION FOR HEARING DOES NOT ALLEGE ANY DISPUTED ISSUE OF MATERIAL FACT CONTAINED IN THE DEPARTMENT'S ACTION, THEN THE ADMINISTRATIVE PROCEEDING WILL BE AN INFORMAL ONE, CONDUCTED PURSUANT TO SECTIONS 120.569 AND 120.57(2) FLORIDA STATUTES, AND CHAPTER 28-106, PARTS I AND III, FLORIDA ADMINISTRATIVE CODE. IN AN INFORMAL ADMINISTRATIVE PROCEEDING, YOU MAY BE REPRESENTED BY COUNSEL OR BY A QUALIFIED REPRESENTATIVE, AND YOU MAY PRESENT WRITTEN OR ORAL EVIDENCE IN OPPOSITION TO THE DEPARTMENT'S ACTION OR REFUSAL TO ACT; OR YOU MAY EXERCISE THE OPTION TO PRESENT A WRITTEN STATEMENT CHALLENGING THE GROUNDS UPON WHICH THE DEPARTMENT HAS CHOSEN TO JUSTIFY ITS ACTION OR INACTION.

B. IF YOU DISPUTE ANY ISSUE OF MATERIAL FACT STATED IN THE AGENCY ACTION, THEN YOU MAY FILE A PETITION REQUESTING A FORMAL ADMINISTRATIVE HEARING BEFORE AN ADMINISTRATIVE LAW JUDGE OF THE DIVISION OF ADMINISTRATIVE HEARINGS, PURSUANT TO SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, AND CHAPTER 28-106, PARTS I AND II, FLORIDA ADMINISTRATIVE CODE. AT A FORMAL ADMINISTRATIVE HEARING, YOU MAY BE REPRESENTED BY COUNSEL OR OTHER QUALIFIED REPRESENTATIVE, AND YOU WILL HAVE THE OPPORTUNITY TO PRESENT EVIDENCE AND ARGUMENT ON ALL THE ISSUES INVOLVED, TO CONDUCT CROSS-EXAMINATION AND SUBMIT REBUTTAL EVIDENCE, TO SUBMIT PROPOSED FINDINGS OF FACT AND ORDERS, AND TO FILE EXCEPTIONS TO ANY RECOMMENDED ORDER.

C. IF YOU DESIRE EITHER AN INFORMAL PROCEEDING OR A FORMAL HEARING, YOU MUST FILE WITH THE AGENCY CLERK OF THE DEPARTMENT OF COMMUNITY AFFAIRS A WRITTEN PLEADING ENTITLED,

DCA Final Order No.: DCA05-OR-033

"PETITION FOR ADMINISTRATIVE PROCEEDINGS" WITHIN 21 CALENDAR DAYS OF PUBLICATION OF THIS NOTICE. A PETITION IS FILED WHEN IT IS RECEIVED BY THE AGENCY CLERK, IN THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL, 2555 SHUMARD OAK BOULEVARD, TALLAHASSEE, FLORIDA 32399-2100.

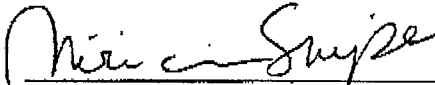
D. THE PETITION MUST MEET THE FILING REQUIREMENTS IN RULE 28-106.104(2), FLORIDA ADMINISTRATIVE CODE. IF AN INFORMAL PROCEEDING IS REQUESTED, THEN THE PETITION SHALL BE SUBMITTED IN ACCORDANCE WITH RULE 28-106.301, FLORIDA ADMINISTRATIVE CODE. IF A FORMAL HEARING IS REQUESTED, THEN THE PETITION SHALL BE SUBMITTED IN ACCORDANCE WITH RULE 28-106.201(2), FLORIDA ADMINISTRATIVE CODE.

E. A PERSON WHO HAS FILED A PETITION MAY REQUEST MEDIATION. A REQUEST FOR MEDIATION MUST INCLUDE THE INFORMATION REQUIRED BY RULE 28-106.402, FLORIDA ADMINISTRATIVE CODE. CHOOSING MEDIATION DOES NOT AFFECT THE RIGHT TO AN ADMINISTRATIVE HEARING.

YOU WAIVE THE RIGHT TO AN INFORMAL ADMINISTRATIVE PROCEEDING OR A FORMAL HEARING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF PUBLICATION OF THIS FINAL ORDER.

CERTIFICATE OF FILING AND SERVICE

I HEREBY CERTIFY that the original of the foregoing Immediate Final Order has been filed with the undersigned Agency Clerk, and that true and correct copies have been furnished to the persons listed below by the method indicated this 16th day of February, 2005.

for 

Paula Ford, Agency Clerk

By U.S. Mail:

Honorable Jeffrey Pinkus, Mayor
City of Marathon
10054-55 Overseas Highway
Marathon, Florida 33050

Cindy Ecklund, City Clerk
City of Marathon
10045-55 Overseas Highway
Marathon, Florida 33050

DCA Final Order No.: DCA05-OR-033

Mike Puto, Acting City Manager
City of Marathon
10054-55 Overseas Highway
Marathon, Florida 33050

John Herin, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
Suite 2200 Museum Tower
150 West Flagler Street
Miami, Florida 33130

By Hand Delivery or Interagency Mail:

Rebecca Jetton, ACSC Administrator
Richard E. Shine, Assistant General Counsel

AFFIDAVIT OF THE CITY OF MARATHON

STATE OF FLORIDA)
) ss.
LEON COUNTY)

BEFORE ME, the undersigned authority, personally appeared Jeff Pinkus, who, after being first duly sworn, upon oath, deposes and states:

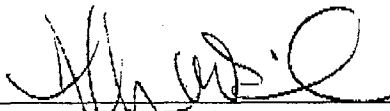
1. I am the Mayor of the City of Marathon, Florida (the "City").
2. The City is a municipality located in Monroe County, Florida, and is designated as an area of critical state concern.
3. The ability to insure property in the Florida Keys in the event of a flood event is critical to the public health, safety and welfare of the residents and business owners in the City of Marathon (the "City"), in order to protect persons and property within the City.
4. In order for residents and business owners in the City to have the ability to obtain flood insurance, the City must be a member of the National Flood Insurance Program (the "NFIP").
5. In order to comply with the requirements to become a part of the NFIP, the City adopted its floodplain management regulations (the "Floodplain Regulations") as Ordinance No. 00-09-07 on September 26, 2000.
6. The Florida Department of Community Affairs (the "Department") issued Final Order No. DCA01-OR-095 finding City Ordinance No. 00-09-07 consistent with the City Comprehensive Plan.



7. The City has been operating under the Floodplain Regulations and has been part of the NFIP since the adoption of Ordinance No. 00-09-07.
8. In order to continue its eligibility with the NFIP, the City must remain in compliance with 44 C.F.R. 60.3(e) (the "NFIP Rules") by amending and supplementing the existing floodplain management measures in force to reflect the data shown on the latest Flood Insurance Rate Maps ("FIRM").
9. City staff has been working diligently with FEMA over the last several months to craft amended Floodplain Regulations, including the modification of the FIRM.
10. On November 18, 2004, City Manager Michael Puto received a letter (attached as Exhibit "A") from David I. Maurstad, Acting Director, Mitigation Division of FEMA advising the City that it was required to adopt amended Floodplain Regulations to by February 18, 2005 to avoid the City's suspension from the NFIP.
11. If the City is suspended from the NFIP, flood insurance many not be sold or renewed within the City.
12. If the City is suspended from the NFIP, the provisions of Section 202(a) of Public Law 93-234 apply. This Section prohibits federal officers or agencies from approving any form of loan, grant, guaranty, insurance, payment, rebate, subsidy, disaster assistance loan or grant, for acquisition or construction purposes within special flood hazard areas.

13. The City Council adopted Ordinance No. 2005-04 on February 7, 2005, amending the Floodplain Regulations so that they are in compliance with the NFIP Rules.
14. In order to avoid any suspension of the NFIP within the City, the Ordinance must be effective no later than February 18, 2005.
15. In order to meet the February 18, 2005 deadline, the City requests that the Department issue an Immediate Final Order pursuant to Section 120.569(2)(n), Florida Statutes.
16. If the Department issues the Immediate Final Order by February 18, 2005, the City will not face the immediate danger to the public health, safety, or welfare associated with a lack of protection from a potential flood event.

FURTHER AFFIANT SAYETH NAUGHT.



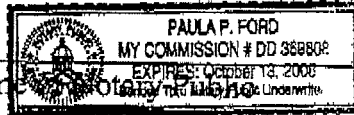
Jeffrey Pinkus
Mayor

SWORN TO AND SUBSCRIBED before me this 11th day of February, 2005 by Jeffrey Pinkus, who is personally known to me/presented identification.

Paula P. Ford

NOTARY PUBLIC, STATE OF FLORIDA

Print Name



Seal

EXHIBIT 6



Substantial Improvement Application Packet

Items Required To Determine Substantial Damage/Improvement

Applicant must submit the following: (make sure you have extra copies for your files)

1. The completed building permit and substantial improvement review application(s) (including required plans and documents);
2. An estimated Cost of Reconstruction/Improvement form, completed by a Licensed General Contractor, Architect or Engineer or owner builder and signed by the Owner/contractor or Contractor with a copy of his license certificate attached;
3. For Post-FRIM (built after Dec. 31 1974) and Pre-FIRM properties damaged by events such as storm or fire an Elevation Certificate or survey giving lowest and next highest floor elevations elevation is required. This is not required for Pre-FIRM properties undergoing alteration unless it is determined that the value of improvements exceeds 50% of the market value;
4. Current photos of the structure, or photos before and after the storm (if applying to repair storm damage);
5. Highlighted floor plan drawing showing area of structure to be repaired or altered;
6. Substantial Improvement Affidavit, completed, signed and dated;
7. An independent market value appraisal of structure performed within three years of the application date. The depreciated value of the structure will be used as the market value; or
8. Two reports from internet appraisal searches maybe submitted, an average of the values will be used to determine a percentage for increased value for review purposes; or
9. A Monroe Count Property Appraiser assessment may be used in lieu of an independent appraisal. The County appraisal amount will be increased by twenty percent for review purposes.

Application for Substantial Damage/Improvement Review

Tax Appraiser's Parcel ID# _____

Property Address _____

Owner's Name _____

Co-Owner's Name _____

Owner's Mailing Address _____

Owner's Phone # _____

FIRM Panel _____ Lowest Floor Elevation (excluding garage) _____

Base Flood Elevation _____ Flood Zone _____

Initials _____ I am attaching an appraisal report of my property

Initials _____ I am submitting two internet appraisal reports of my property

Initials _____ I accept Monroe County's Estimated Market Value

Initials _____ I accept the attached estimated cost of construction as a fair cost of repair or improvement for my structure

Owner Signature _____ Date _____

Co-Owner Signature _____ Date _____

Substantial Damage/Improvement

ITEMS TO BE INCLUDED * :

- All structural elements, including:
- Spread or continuous foundation footings & pilings
- Monolithic or other types of concrete slabs
- Bearing walls, tie beams, and trusses
- Wood or reinforced concrete decking or roofing

- Floors and ceilings
- Attached decks and porches
- Interior partition walls
- Exterior wall finishes (e.g. brick, stucco or siding) including painting and decorative moldings
- Windows and doors
- Outside improvements including: Re-shingling or re-tiling a roof
- Hardware

All interior finish elements, including:

- Tiling, linoleum, stone or carpet over sub-flooring
- Bathroom tiling and fixtures
- Wall finishes, including dry wall, painting, stucco, plaster, paneling, marble or other decorative finishes
- Kitchen, utility and bathroom cabinets
- Built-in book cases, cabinets and furniture
- Hardware

All utility and service equipment, including:

- HVAC equipment
- Repair or reconstruction of plumbing and electrical services
- Light fixtures and ceiling fans
- Security systems
- Built-in kitchen appliances
- Central vacuum systems
- Water filtration, conditioning or recirculation systems

Also:

- Labor & other costs associated with demolishing, removing or altering building components
- Construction supervision and/or management
- Equivalent costs of work done by owner & volunteers
- Overhead and profit

ITEMS TO BE EXCLUDED * :

- Plans & specifications
- Survey costs
- Permit fees
- Debris removal (e.g. removal or debris from building or lot, dumpster rental, transport fees to landfill and landfill tipping fees)
- clean-up (e.g. dirt and mud removal, building dry-out, etc.)
- Items not considered real property, such as throw rugs, furniture, refrigerators, stoves not built-in, etc.

Outside improvements, including:

- Landscaping
- Sidewalks
- Fences
- Yard lights
- Swimming pools
- Screened pool enclosures
- Sheds
- Gazebos
- Detached structures (including garages)
- Landscape irrigation system

* *NOT an all-inclusive list.*

Estimated Cost of Reconstruction/Improvement

Parcel ID _____

Address _____

This Cost Estimate of Reconstruction/Improvement must be prepared and signed by a licensed General Contractor, Architect or Engineer

Construction Type	Material Cost	Labor Cost	Total Cost
Demolition			
Foundation complete			
Structural Steel			
Masonry Walls			
Concrete Slab (area)			
Concrete Columns (poured or driven)			
Carpentry complete			
Gas Complete			
Stucco			
Mirrors and Fixed Glass			
Central Vacuum			
Elevator			
Appliances (Built in)			
Water Softener			
Trusses			
Roofing (Complete)			
Mechanical Complete			
Plumbing Complete			
Electrical Complete			
Lighting Fixtures			
Ceiling Fans			
Intercom or Alarm Systems			
HVAC Complete			
Exterior Doors and Windows			
Exterior Finish			
Insulation Complete			
Drywall Complete			
Ceramic Tile Complete			
Fireplace			
Painting Complete			
Cabinets Complete			
Other			
Total			

(PLEASE attach any additional information)

Contractor's Name: _____ License #: _____

Address: _____ Phone: _____

Contractor's Signature: _____ Date: _____

CITY OF MARATHON PLANNING DEPARTMENT

Contractor Reconstruction/Improvement Affidavit

Parcel ID _____

Owner's Name _____ Phone _____

Address _____

Contractor's Name _____ License _____

I hereby attest to the fact that I, or a member of my staff, personally inspected the above-mentioned property and produced the attached itemized list of repairs/reconstruction and/or remodeling which is hereby submitted for the **Substantial Damage/Improvement Review**. These listed damages/improvements are **ALL of the damages/improvements** sustained by this structure, and all additions, improvements, or repairs proposed on the subject building are included in this estimate.

I understand that I am subject to enforcement action and/or fines if inspection of the property reveals that I have made repairs **NOT included on the attached list of repairs/improvement**, or that I have included non-conforming or improvements or illegal structures/additions to the existing structure without having presented plans for such additions. I understand that any permit issued by the City of Marathon pursuant to this affidavit does not authorize the reconstruction, repair or maintenance of any illegal additions, fences, sheds or non-conforming uses or structures on the subject property.

Total Labor & Materials \$ _____

Overhead & Profit \$ _____

Total Cost \$ _____

Contractor Name (Please Print)

Contractor Signature

Date

**NOTARY STATE OF FLORIDA,
COUNTY OF MONROE**

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____ who is personally known or who produced _____ for identification.

Signature of Notary Public – State of Florida

My commission Expires:

Owner Reconstruction/Improvement Affidavit

Parcel ID _____

Owner's Name _____ Phone _____

Address _____

Contractor's Name _____ License _____

I hereby attest to the fact that the repairs/reconstruction and/or remodeling list submitted for the **Substantial Damage/Improvement Review** by my contractor includes **ALL of the damages/improvements** sustained by this structure and will be done to the existing building and that all additions, improvements, or repairs on the subject building are included in this estimated construction herewith. No other contractor has made any repairs or reconstruction or additions or remodeling not included in the attached list.

TOTAL COST \$ _____

I understand that I am subject to enforcement action and/or fines if inspection of the property reveals that I have made repairs **NOT included on the attached list of repairs/improvement**, or that I have included non-conforming or improvements or illegal structures/additions to the existing structure without having presented plans for such additions. I understand that any permit issued by the City of Marathon pursuant to this affidavit does not authorize the reconstruction, repair or maintenance of any illegal additions, fences, sheds or non-conforming uses or structures on the subject property.

Owner Name (Please Print)

Owner Signature

Date

**NOTARY STATE OF FLORIDA,
COUNTY OF MONROE**

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____ who is personally known or who produced _____ for identification.

Signature of Notary Public – State of Florida

My commission Expires:

Contractor Non-Substantial Improvement Affidavit

Parcel ID _____

Owner's Name _____ Phone _____

Address _____

Contractor's Name _____ License _____

I hereby attest to the fact that I, or a member of my staff, personally inspected the above mentioned property and have reviewed the applicable drawings related to the proposed repairs, remodeling, renovation, addition, rehabilitation or other forms of development. I have also produced the attached itemized list reflecting the aforementioned work. This information is hereby submitted for a non-substantial improvement review. The aforementioned work is all that is proposed for this structure as shown on the submitted plans. All costs list herein represent true and valid estimates for the work to be done.

I understand that I am subject to penalties (for any and all violation of this affidavit) if the inspection of the property reveals that I have done work not included within the attached cost breakdown or if any nonconforming or illegal structures or additions are included without having presented plans and changes for such modifications or if any false monetary charges are revealed.

I understand that any permit issued by the City of Marathon pursuant to this affidavit does not authorize work on any illegal structures or nonconforming uses on the subject property.

See Attached Itemized List

Total Labor and Materials (including overhead and profit) \$ _____

**NOTARY STATE OF FLORIDA,
COUNTY OF MONROE**

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____ who is personally known or who produced _____ for identification.

Signature of Notary Public – State of Florida

My commission Expires:

Estimated Cost Of Reconstruction / Improvements

Parcel ID _____

Address _____

When submitting an application for remodeling, rehabilitation, and/or additions each category must be broken down into labor and material costs. The final price must be a total price for all proposed finished work. Overhead and profit should be included. Costs related to site work are not considered as part of work on buildings or other structures and will not be counted in the cumulative total.

The Cost Estimate of reconstruction / improvement must be prepared and signed by a licensed General Contractor.

Construction Type	Material Cost	Labor Cost	Total Cost
Demolition			
Foundation complete			
Structural Steel			
Masonry Walls			
Concrete Slab (area)			
Concrete Columns (poured or driven)			
Carpentry complete			
Gas Complete			
Stucco			
Mirrors and Fixed Glass			
Central Vacuum			
Elevator			
Appliances (Built in)			
Water Softener			
Trusses			
Roofing (Complete)			
Mechanical Complete			
Pumping Complete			
Electrical Complete			
Lighting Fixtures			
Ceiling Fans			
Intercom or Alarm Systems			
HVAC Complete			
Exterior Doors and Windows			
Exterior Finish			
Insulation Complete			
Drywall Complete			
Ceramic Tile Complete			
Fireplace			
Painting Complete			
Cabinets Complete			
Other			
Total			

EXHIBIT 7

The 50% FEMA Rule Appraisal

by Patricia Staebler, SRA

Abstract

Appraisers may have valuation assignments related to properties along coastlines and in flood zones. These assignments come with many special considerations. Appraisers conducting “50% FEMA Rule” appraisals of properties in flood-prone areas must be well acquainted with numerous and varying rules and regulations set forth by the Federal Emergency Management Agency (FEMA). Appraisers need an understanding of construction techniques and materials as well as the appropriate valuation methods and the components that should and should not be incorporated in the appraisal. This article discusses the unique aspects of a 50% FEMA Rule appraisal related to a determination of whether substantial improvements or damages equal or exceed 50% of a structure’s value.

Introduction

Along US coastlines and in federally designated flood zones, there are numerous structures constructed directly on the ground, before elevation of structures in these areas was required. Such structures vary in age, condition, elevation, and construction quality. The Federal Emergency Management Agency (FEMA) regulations provide that for these structures if the cost of improvements or the cost to repair equals or exceeds 50% of the depreciated value of the structure, the property must be brought up to current floodplain management standards. This provision is referred to as “the 50% FEMA Rule.” This rule gives property owners an understanding of how much money they are allowed to spend to improve or repair a property without elevating or otherwise bringing the structure into compliance with current FEMA standards. Therefore, an owner wishing to make improvements or repairs to a structure that does not comply with FEMA requirements must ascertain the value of the building.

A FEMA-related appraisal is not a simple undertaking. It requires extensive knowledge, not only of FEMA and the regulations it sets forth, but also of construction methods and materials, and local construction markets. This article will discuss the 50% FEMA Rule appraisal and associated FEMA regulations in general. It also explores different valuation methods and their appropriateness, establishes the required contents of a 50% FEMA Rule appraisal, and gives insight into professional issues that may arise in completing these assignments.

Literature and Terminology

FEMA publishes extensive literature, not only about flood zones, mapping, and insurance but also about construction and design in coastal areas and floodplains. In addition to published materials, FEMA has an online presence, which provides vast amounts of information. The most important resource for a 50% FEMA Rule appraisal is FEMA’s *Substantial Improvement/Substantial Damage Desk Reference*.¹ Other helpful FEMA resources include the following:

1. FEMA, *Substantial Improvement/Substantial Damage Desk Reference* (FEMA P-758, May 2010), <http://bit.ly/FEMASubstantial>.

- *Local Officials Guide for Coastal Construction*²
- *Recommended Residential Construction for Coastal Areas*³
- *Coastal Construction Manual*⁴
- "Region II Coastal Analysis and Mapping"⁵
- *Home Builder's Guide to Coastal Construction*⁶

In regard to construction knowledge, an excellent source for further learning is *The Journal of Light Construction*, published by Hanley Wood, which includes useful information on construction.⁷

There is specialized terminology related to FEMA and flood zones. The below provides an overview of some terms and concepts appraisers may encounter as part of a 50% FEMA Rule appraisal.⁸

- **Actual Cash Value (ACV).** "The cost to replace a building on the same parcel with a new building of like-kind and quality, minus depreciation due to age, use, and neglect."⁹
- **Base Flood Elevation (BFE).** "The elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year. The BFE is shown on the Flood Insurance Rate Map (FIRM) for zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30 and VE."¹⁰
- **Community Rating System (CRS).** "A program developed by FEMA to provide incentives for those communities in the Regular

Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding."¹¹

- **Elevation Certificate.** "A community's permit file must have an official record that shows new buildings and substantial improvements in all identified Special Flood Hazard Areas (SFHAs) are properly elevated. This elevation information is needed to show compliance with the floodplain management ordinance. FEMA encourages communities to use the Elevation Certificate developed by FEMA to fulfill this requirement since it also can be used by the property owner to obtain flood insurance. Communities participating in the Community Rating System (CRS) are required to use the FEMA Elevation Certificate."¹²
- **Flood Insurance Rate Map (FIRM).** "Official map of a community on which FEMA has delineated the Special Flood Hazard Areas (SFHAs), the Base Flood Elevations (BFEs) and the risk premium zones applicable to the community."¹³
- **Floodplain.** "Any land area susceptible to being inundated by floodwaters from any source."¹⁴
- **Floodplain Management.** "The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to, emergency preparedness plans, flood-control works and floodplain management regulations."¹⁵

2. FEMA, *Local Officials Guide for Coastal Construction* (FEMA P-762, February 2009), <http://bit.ly/LocalOfficials>.

3. FEMA, *Recommended Residential Construction for Coastal Areas* (FEMA P-550, 2nd ed., December 2009), <http://bit.ly/ResidentialConstruction>.

4. FEMA, *Coastal Construction Manual* (FEMA P-55, 4th ed., vol. 1, August 2011), <http://bit.ly/CoastalConstruction>.

5. FEMA, "Region II Coastal Analysis and Mapping," April 6, 2015, <http://bit.ly/CoastalMapping>.

6. FEMA, *Home Builder's Guide to Coastal Construction* (FEMA P-499, December 2010), <http://bit.ly/BuilderGuide>.

7. *The Journal of Light Construction*, <https://www.jlconline.com/>.

8. With all government programs and regulations, the definitions are key. Readers are encouraged to consult FEMA's resources for additional information.

9. FEMA, *Substantial Improvement/Substantial Damage Desk Reference*, 4.5.3.

10. FEMA, "Definitions," National Flood Insurance Program, <http://bit.ly/FEMAdefinitions>.

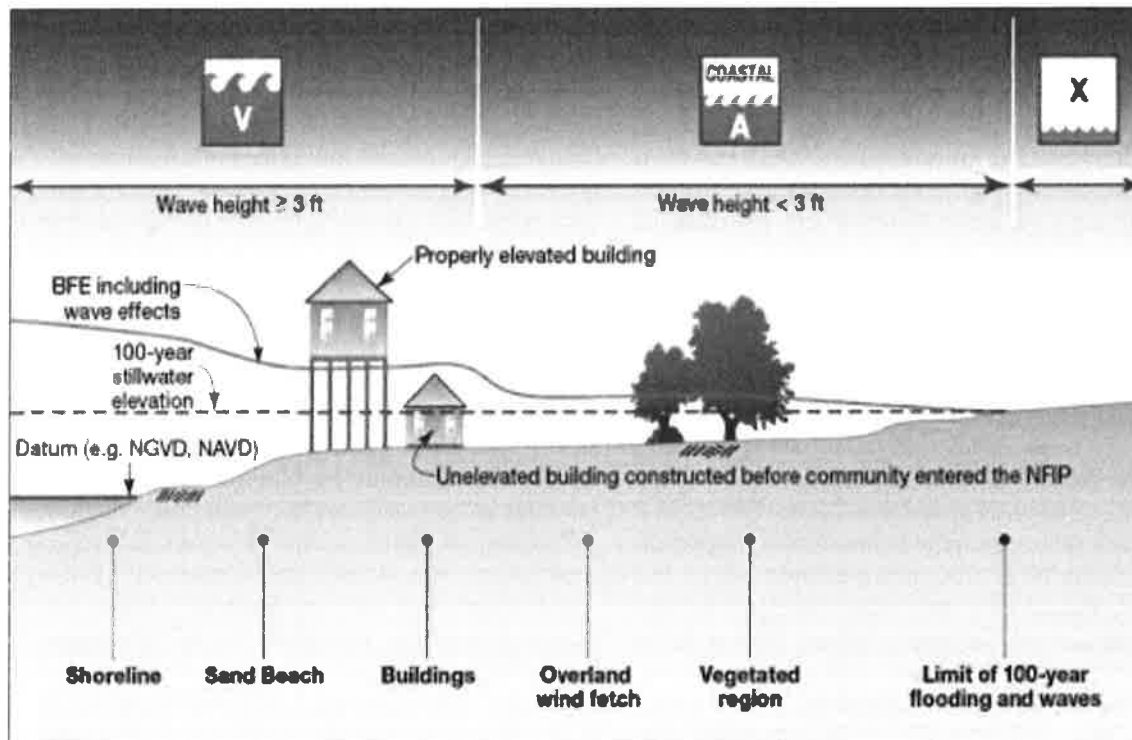
11. FEMA, "Definitions."

12. FEMA, "Elevation Certificate," <https://www.fema.gov/elevation-certificate>.

13. FEMA, "Definitions."

14. FEMA, "Definitions."

15. FEMA, "Definitions."

Exhibit 1 Coastal V and A Zones Effects of Waves

Source: FEMA, "Region II Coastal Analysis and Mapping," <http://bit.ly/CoastalMapping>.

- **National Flood Insurance Program (NFIP).** "The program of flood insurance coverage and floodplain management administered under the Act and applicable federal regulations promulgated in Title 44 of the Code of Federal Regulations, Subchapter B."¹⁶
- **Replacement Cost Value (RCV).** "The cost to replace property with the same kind of material and construction without consideration of depreciation."¹⁷
- **Special Flood Hazard Area (SFHA).** "The area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood."¹⁸

There are different flood zones in which a 50% FEMA Rule appraisal is needed; these include Zones A, AE, A1-30, AH, AO, V, VE, and V1-30. The zones are related to base flood elevations and different construction requirements may apply. In general, the V flood zones differ from the A zones in that V zones have added high-velocity wind risk and wave load.¹⁹ Together with the base flood elevation, the flood insurance rate map regulates how a structure can be built or rebuilt in these zones. The base flood elevations are the regulatory requirements for elevation or flood-proofing of structures, and these are shown on flood insurance rate maps and on the flood profiles. Exhibit 1 illustrates the base flood elevation and different levels of flood zones.

16. FEMA, "Definitions."

17. FEMA, "Definitions."

18. FEMA, "Flood Zones—Definition/Description," <https://www.fema.gov/flood-zones>,

19. FEMA, "Flood Zones—Definition/Description."

FEMA and the National Flood Insurance Program

Most people are familiar with the work that FEMA is known for, namely serving the public during and after disasters with response, recovery, and financial aid. In addition to this, FEMA is also the official source for flood hazard information in support of the National Flood Insurance Program (NFIP), which it administers.²⁰ The NFIP includes floodplain management regulations that establish the minimum requirements communities must meet for new and existing structures in flood hazard areas.

When buildings undergo repair or improvement, it is an opportunity for local floodplain management programs to reduce future flood damage to existing structures. More than 21,000 communities participate in the NFIP. To participate in the NFIP, communities must adopt and enforce regulations and codes that apply to new development in the Special Flood Hazard Areas (SFHAs). Local floodplain management regulations and codes contain minimum NFIP requirements that apply not only to new structures, but also to existing structures that are “substantially improved” (SI) or “substantially damaged” (SD). Enforcing the SI/SD requirements is a very important part of a community’s floodplain management responsibility. There are many factors and scenarios that local officials will consider while implementing the SI/SD requirements.²¹ FEMA’s *Substantial Improvement/Substantial Damage Desk Reference* provides municipalities with guidance on the minimum requirements of the NFIP regulations. Local flood ordinances that are more restrictive supersede these guidelines.²²

Most communities participate in FEMA’s community rating system (CRS),²³ a voluntary incentive program that recognizes and encourages community floodplain management that complies with or exceeds NFIP requirements. In participating communities, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community’s actions. The goals of the CRS are to (1) reduce flood

damage to insurable property, (2) strengthen and support the insurance aspects of the NFIP, and (3) encourage a comprehensive approach to floodplain management.

Municipalities have ample motivation to utilize the 50% FEMA Rule as basis for compliance with FEMA regulations. Communities that do not comply are likely to have comparatively higher insurance risk rating. Sarasota, Florida, is one example of a community that benefited from participation in the CRS program; in Sarasota, residents earned a 20% discount on flood insurance premiums in 2016 (total savings \$1.6 million) through community participation in the CRS program.²⁴

Keep in mind that in addition to FEMA regulations, local governments may have their own, unique flood ordinances. The rules implemented by cities or counties can be more stringent than FEMA requirements, or in some cases, less stringent. Also, the actual application of FEMA requirements may vary by community. For example, municipalities may interpret FEMA guidelines differently regarding improvements—some allow property rehabilitation/remodeling up to 50% only once, some allow 50% every ten years, some allow 50% every ten years with the oldest year dropping out of the equation, and so forth. In the end, this is not in the appraiser’s scope of work and not required knowledge to prepare a 50% FEMA Rule appraisal, but an appraiser should at least be aware that there is some variation in 50% FEMA Rule interpretation.

FEMA Valuations

The 50% FEMA Rule appraisal is a tool that is frequently used in coastal areas, but these valuations also may be needed for properties located in flood zones and subject to floodplain management. A 50% FEMA Rule appraisal gives the property owner an understanding of how much money can be spent to improve a structure without triggering FEMA compliance. If the 50% level is reached or exceeded, the property owner faces significant additional costs related to ensur-

20. FEMA, “The National Flood Insurance Program,” <http://bit.ly/FEMAprogram>.

21. FEMA, *Substantial Improvement/Substantial Damage Desk Reference*.

22. For example, a community may voluntarily increase the base flood elevation found in flood maps.

23. FEMA, “National Flood Insurance Program Community Rating System,” <http://bit.ly/NFIPrating>.

24. City of Sarasota, Twitter, September 19, 2016, 6:51 p.m., <http://bit.ly/SarasotaTwitter>.

ing compliance, including elevating the structure to meet FEMA standards. Communities must require that all new construction and substantial improvements of residential and commercial structures within Zones A1-30, AE, and AH have the lowest floor (including basement) elevated to or above the base flood elevation. Common elevation techniques include elevation of buildings on piles, piers, or columns. All new construction and substantial improvements in Zones V1-30, VE, and also Zone V (if base flood elevation data is available), must be elevated exclusively on pilings and columns, so that the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the base flood elevation.

Appraisers usually do not deal with new construction in regard to flood management. However, an existing property built before FEMA standards were established requires a 50% FEMA Rule appraisal for remodeling, rehabilitation, additions, repair, or partial reconstruction. Residential, commercial, and industrial properties all must comply with FEMA rules and regulations and an appraiser can be faced with all kinds of different property types in a 50% FEMA Rule appraisal. As previously noted, the 50% FEMA Rule states that if the cost of improvements or repair equals or exceeds 50% of the depreciated value of the structure, the property must be brought up to current floodplain management standards.²⁵ This can be represented as the following equation:

$$\frac{\text{Cost of repair/renovation/addition}}{\text{Depreciated market value of building}} \geq 50\%$$

Affected projects can be those voluntarily undertaken or ones that are necessary after a catastrophe (e.g., wind, flood, fire, etc.): FEMA's *Substantial Improvement/Substantial Damage Desk Reference* indicates there are four ways to estimate the depreciated market value of a building for the purpose of a 50% FEMA Rule appraisal:

1. Professional Property Appraisal
2. Adjusted Assessed Value
3. Qualified Estimates
4. Actual Cash Value

Professional Property Appraisal

The professional property appraisal described in FEMA's *Desk Reference* refers to the typical market valuation based on sales comparables.²⁶ Because the 50% Rule only deals with buildings, FEMA specifies that the valuation excludes land and site improvements, such as pools, detached structures, etc. There are some disadvantages when using professional property appraisal for valuation in a 50% FEMA Rule appraisal. First, in built-out coastal areas, it might be difficult to find appropriate land sales to establish land value for the subject property to deduct the land from the market value. Second, market value can vary significantly depending on the economy, and this can impact whether the 50% threshold is met or exceeded. During a recession, a property is likely to have a much lower market value, allowing for much less construction expense based on the 50% FEMA Rule than during the upper end of the economic cycle. Also, construction costs do not increase or decrease proportionally to the market value of real estate, which suggests that the typical market value technique is not the best method in a 50% FEMA Rule appraisal.

Exhibit 2 uses the assessed value of a property in Manatee County, Florida, to illustrate that market value and construction cost changes are not correlated and how this can affect the outcome of a 50% FEMA Rule appraisal. Although assessed value is not market value, it is used here as a proxy to show an economic pattern of value. One notable example in this spreadsheet is the comparison of value and cost changes for the years 2008–2010. While the value dropped 2.5% in 2008, construction costs increased by 17.6%. In 2009, the assessed value caught up with recessionary conditions in the market and dropped by 17.8%, while the construction cost index increased 12.0%. In 2010, the value continued to drop, whereas the construction cost index returned to approximately the 2008 level of increase. The graph in Exhibit 3 illustrates the disconnect between value and cost trends.

25. FEMA, "Making Substantial Improvement and Substantial Determinations," chapter 4 in *Substantial Improvement/Substantial Damage Desk Reference*.

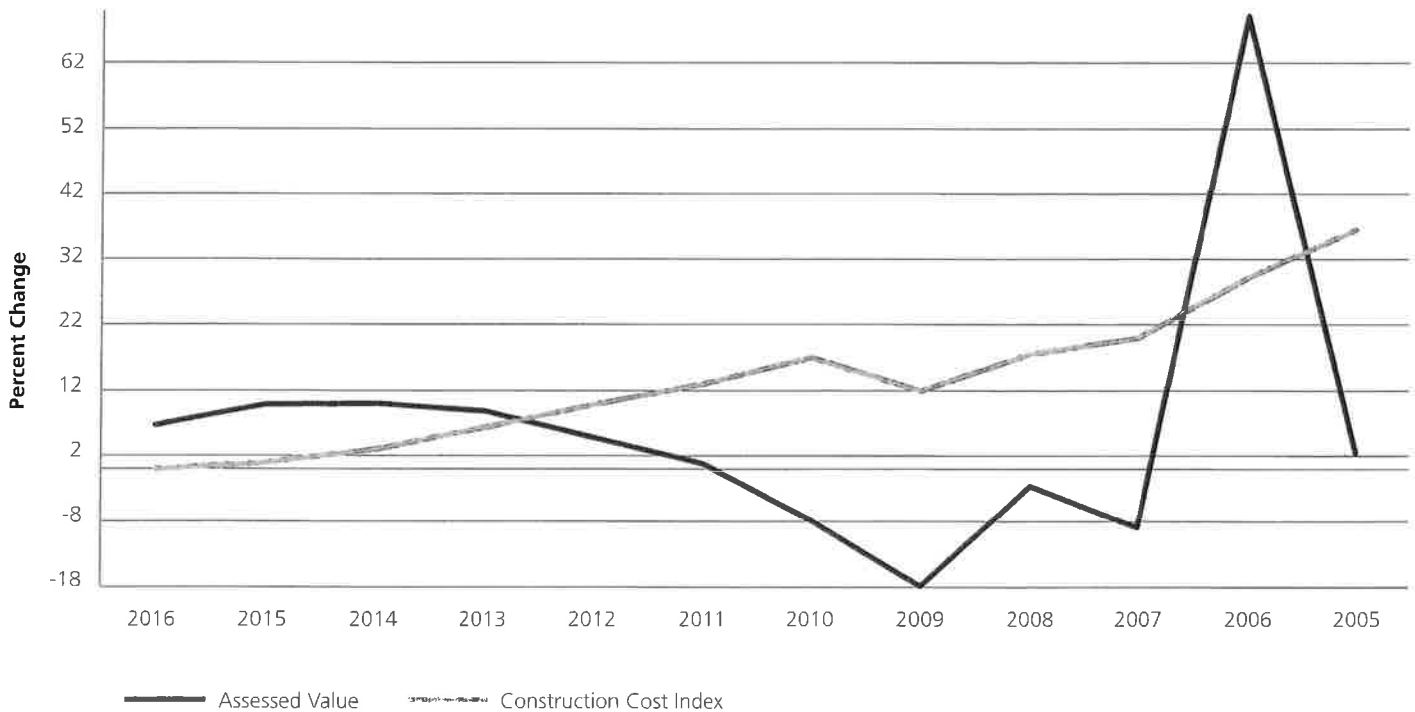
26. FEMA, *Substantial Improvement/Substantial Damage Desk Reference*, 4.5.1.

Exhibit 2 Annual Percent Change Assessed Value and Construction Cost Index

Year	Assessed Value (\$)	Assessed Value (% Change)	Marshall & Swift Construction Cost Index (% Change)
2004	260,000		
2005	266,461	2.49	36.50
2006	450,758	69.16	29.20
2007	410,900	-8.84	19.90
2008	400,592	-2.51	17.60
2009	329,269	-17.80	12.00
2010	303,445	-7.84	17.00
2011	305,764	0.76	13.00
2012	320,640	4.87	9.90
2013	348,765	8.77	6.40
2014	383,876	10.07	3.10
2015	421,998	9.93	0.90
2016	450,500	6.75	0.00

Sources: Assessed value data from www.manateepao.com. Construction Cost Index data from Marshall and Swift Cost Book.

Exhibit 3 Comparison Percent Change Assessed Value and Construction Cost Index



The divergence between value and cost trends affects the dollar amount needed to reach the 50% threshold for a property. The Exhibit 4 spreadsheet shows the practical effect of fluctuating values and construction costs on the maximum dollar amount under the 50% FEMA Rule. The columns to the right side of the chart show the difference between FEMA allowance based on values and based on construction costs, expressed in dollars and percentages. Exhibit 5 depicts this information in graph form.

As the data shows, in 2004 and 2006–2008 the building owner in the example would have received a greater FEMA allowance based on the simulated market value; in all other years, there would have been 6% to 28% less in FEMA allowance. In many instances, a couple thousand dollars can make or break the decision to restore or repair an older building subject to the 50% FEMA Rule. Appraisers do not look to fix a value or appraisal report, but should consider whether the traditional market value approach is the proper methodology in this circumstance and whether construction cost-based information may be more appropriate and yield more credible results.

Adjusted Assessed Value

The adjusted assessed value permitted under FEMA guidelines is based on the property assessor's value.²⁷ This type of valuation, however, has potential limitations.

As can be seen in the previous example, the assessed value can fluctuate—following market patterns—at rates different than the construction cost index. The assessed value can be much lower than the market value if the assessed value does not reflect a rising market. Also, there may be idiosyncrasies in local assessment techniques that make assessed value an unreliable basis for a 50% FEMA Rule appraisal.²⁸ In addition, not all jurisdictions provide separate land and improvement values in their assessments. This leaves the preparer of the valuation with the

problem of finding appropriate land comparables or data that may not be easily found. However, the assessed value is generally useful in a post-disaster scenario and as a tool to quickly filter those properties that could be eligible for the 50% FEMA Rule.

Qualified Estimates

FEMA also permits qualified estimates as the basis of a 50% FEMA Rule valuation.²⁹ Qualified estimates can be developed by a “qualified official” of the building department. This may give rise to questions about the impartiality of such an estimate however. For example, municipalities may want to clear old properties to make way for new development and could use “qualified estimates” under the 50% FEMA Rule to discourage improvement of older buildings.

Qualified estimates may be based on “recent permit records, recent home sales, regional cost data, estimates of depreciation based on knowledge of the pre-damage condition of buildings, and adjustments for unique or distinctive features of individual buildings.”³⁰ This valuation technique is more likely to be used in a post-disaster period, when permits have to be processed quickly. In a typical day-to-day situation, building departments tend to avoid providing qualified estimates.

Actual Cash Value

Actual cash value is the fourth method that can be used to determine value for the 50% FEMA Rule.³¹ The benefits of this type of valuation method include the following:

- It estimates the cost of construction “as-built.”
- It allows for proper application of depreciation.
- It does not consider land value.
- It does not include any site improvements.
- It is easily understood by construction professionals, building contractors, and building officials alike.

27. FEMA, *Substantial Improvement/Substantial Damage Desk Reference*, 4.5.2.

28. For example, in Florida property assessors may adjust sale prices or market value by up to 15% without providing documented support. Florida Administrative Code, Rule 12D-8.002, <http://bit.ly/FLcode12D>.

29. FEMA, *Substantial Improvement/Substantial Damage Desk Reference*, 4.5.4.

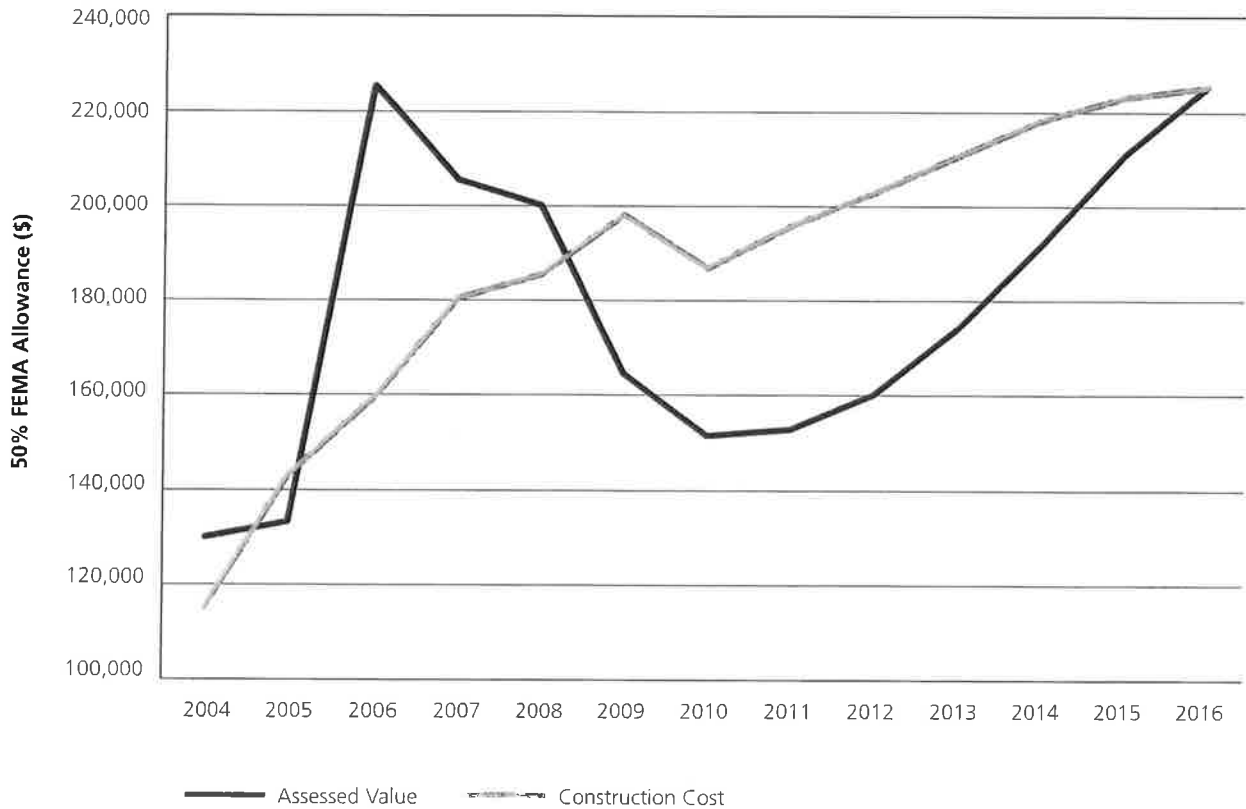
30. FEMA, *Substantial Improvement/Substantial Damage Desk Reference*, 4.5.4.

31. FEMA, *Substantial Improvement/Substantial Damage Desk Reference*, 4.5.3.

Exhibit 4 Total FEMA Allowance Based on Assessed Value and Construction Cost

Year	50% FEMA Allowance Based on Assessed Value		50% FEMA Allowance Based on Construction Cost Index		Difference in FEMA Allowance Value and Cost	
	Assessed Value (\$)	50% (\$)	Value Construction Index (\$)	50% (\$)	Difference (\$)	In Percent (%)
2004	260,000	130,000	230,656	115,328	14,672	11.29
2005	266,461	133,231	286,068	143,034	-9,803	-7.36
2006	450,758	225,379	318,954	159,477	65,902	29.24
2007	410,900	205,450	360,851	180,425	25,025	12.18
2008	400,592	200,296	371,212	185,606	14,690	7.33
2009	329,269	164,635	396,440	198,220	-33,586	-20.40
2010	303,445	151,723	373,915	186,958	-35,235	-23.22
2011	305,764	152,882	391,935	195,968	-43,086	-28.18
2012	320,640	160,320	405,901	202,950	-42,630	-26.59
2013	348,765	174,383	421,668	210,834	-36,452	-20.90
2014	383,876	191,938	436,535	218,267	-26,329	-13.72
2015	421,998	210,999	446,446	223,223	-12,224	-5.79
2016	450,500	225,250	450,500	225,250		

Exhibit 5 Comparison FEMA Allowance Based on Assessed Value and Construction Cost



As previously noted, FEMA defines *actual cash value* (ACV) as, “the cost to replace³² a building on the same parcel with a new building of like-kind and quality, minus depreciation due to age, use, and neglect.” FEMA recognizes that “ACV is used in both the insurance industry and the construction industry,” and it states “in most situations, ACV is a reasonable approximation of market value.”³³

Under the 50% FEMA Rule, depreciation takes into consideration the physical condition of a structure, but it does not take into account functional obsolescence (e.g., outmoded design or construction that pre-dates current codes) or external factors unrelated to the structure (e.g., reputation of schools or distance to shopping and parks). FEMA recognizes commercially available reference tables and formulas as objective and useful in calculating physical depreciation.

In cases where large-scale events have caused damage to buildings, replacement cost value may be used to estimate building value. Replacement cost is the cost to replace property with the same kind of material and construction without deduction for depreciation. Replacement cost value (RCV) minus depreciation results in ACV. To calculate the RCV, the following approaches, tools, and commercially available cost estimators may be used:

- An entire building calculation based on a software application, such as Marshall and Swift/Boeckh Building Valuation System for commercial properties
- An estimate of cost based on square-foot cost data for commercial and residential properties, available through data aggregators such as the Marshall and Swift Cost Estimator
- A segregated cost method using data aggregators, such as the Marshall and Swift Cost Estimator for commercial and residential properties
- A cost guide for high-value residences, such as the SwiftEstimator from Marshall and Swift, when the property is in the luxury range
- A 16-division or 50-division cost estimate

- An estimate with per-square-foot data or cost comparables obtained from contractors working in the market area

The use of at least two of the above techniques will provide a more accurate value estimate. National databases should be reconciled with local contractor information. The local information may include local contractor data or interviews. Incorporating local data increases the validity of the appraisal report with the local building department. Working with local contractors also helps develop a more precise picture of the market and is essential in developing an appraisal for the 50% FEMA Rule.

The 16- or 50-division cost estimate is only a viable choice if the appraiser is trained in cost estimation or hires a contractor to assist with the appraisal assignment. For example, when an appraiser is retained for valuation of a complex property, it is helpful to enlist a contractor to write a division estimate.

Regardless of which information and techniques are used, a 50% FEMA Rule appraisal is a specialized area of valuation and competency to perform the appraisal includes a solid understanding of construction.

Common Errors

A 50% FEMA Rule appraisal must take into consideration the precise requirements and definitions of the program. Considerable care and knowledge are needed to navigate the specifications of a 50% FEMA Rule appraisal. Below are some examples of common errors in valuation methodology in FEMA appraisals:

- Use of market value minus depreciation and minus the site value
- Use of market value minus the site value, forgetting the depreciation
- Adding two or more buildings together for a lump sum approach
- Using a general form report
- Using a Fannie Mae form report
- Defining the scope of work as for market value and financing

32. Here, cost to replace has the same meaning as replacement cost.

33. FEMA, *Substantial Improvement/Substantial Damage Desk Reference*, 4.5.3.

- Valuing the wrong construction method (masonry versus frame)
- Including site improvements, such as pools, landscaping, lighting, etc.
- Using the cost approach used in market valuation
- Including or excluding property elements other than as specified in FEMA guidelines

Appraisers specializing in FEMA appraisals should not hesitate to hire a contractor to learn more about construction. It is helpful to take a contractor (or subcontractors) on inspections and to learn construction terminology by talking shop on site visits. Roofers, electricians, HVAC crews, and painters all can provide worthwhile information.

Recommended Contents of a 50% FEMA Rule Appraisal

Appraisers may have 50% FEMA Rule assignments for different property groups, ranging from simple residential to complex industrial properties. It is helpful to develop a report template that incorporates language that is easily understood by all types of users. The appraiser can tailor the report template to the situations and resources as needed. Below is a summary of the most important components to include in a FEMA appraisal template:

Report Narrative Elements

- Certification
- General and limiting conditions
- Purpose and function
- Client and user
- Extraordinary assumptions and hypothetical conditions
- Aerial photos and maps
- Flood maps with description of the flood zone, base flood elevation, and panel number
- Photo section with exterior and interior shots
- Scope of work description
- Sketch of the building or excerpts from the construction plans
- Calculation of the dimensions
- Detailed improvement description

Valuation Elements

- Improvement valuation using commercially available data
 - * Marshall and Swift/Boeckh (CoreLogic)
 - * Marshall and Swift Cost Estimator
 - * 16- or 50-Division Estimate
 - * Reconciliation, if more than one approach was used
- Estimate of economic life
 - * Data from third-parties, such as Marshall and Swift tables
 - * Age survey of comparable property in the market area
 - * Economic life with market extraction
- Estimate of effective age
 - * Appraiser's judgment and experience
- Calculation of percentage depreciation
 - * Depreciation tables from third-parties, such as Marshall and Swift
 - * Age/life comparison
 - * Depreciation by breakdown method (this may not be necessary)
- Final Value

The final value of the appraisal report should be 100% of the depreciated value of the structure. The local building department will perform the 50% calculation for purposes of the 50% FEMA Rule. Remember, the scope of work is the depreciated value.

Costs to Include in Actual Cash Value Calculation

Recall that FEMA's definition of ACV is "the cost to **replace** a building on the same parcel with a new building of **like-kind and quality**, minus depreciation due to age, use, and neglect."³⁴ It is important to consider the distinction between replacement cost value and reproduction cost value. There are two perspectives on cost value. Following FEMA interpretations, municipalities generally want to see replacement cost value, whereas owners and contractors generally benefit from the reproduction cost value because it could potentially be a higher value than replacement cost. Language in FEMA literature does not ref-

34. Emphasis added, FEMA, *Substantial Improvement/Substantial Damage Desk Reference*.

erence reproduction cost, while “replacement with like-kind material” is used throughout. However, there is also no language in FEMA publications that prohibits use of reproduction value. Keep in mind that every municipality has its own flood ordinances, which may be more stringent or less stringent than standard FEMA regulations. Appraisers, therefore, need to use their best judgment in valuing construction techniques that are not commonly used anymore. Choosing reproduction cost over replacement cost value might raise red flags in an appraisal report, depending on the municipality in which the subject is located. Below is a summary of the construction-related elements to include and exclude in a 50% FEMA appraisal.³⁵

Elements to Include

All structural elements

- Foundation
- Slabs
- Bearing walls, tie beams, and trusses
- Floors and ceilings
- Attached decks and porches
- Interior partition walls
- Exterior wall finishes (brick, stucco, siding), including painting and moldings
- Windows and doors
- Hardware

All interior finishing elements

- Floor finishes
- Bathroom cabinets and fixtures
- Wall and ceiling finishes
- Kitchen cabinets and fixtures
- Built-in bookcases, cabinets, and furniture
- Hardware

All utility and service equipment

- HVAC equipment
- Plumbing and electrical services
- Light fixtures and ceiling fans
- Security systems
- Built-in kitchen appliances
- Central vacuum systems
- Water filtration, conditioning, or recirculation systems

Miscellaneous

- Overhead and profit

Elements to Exclude

- Plans and specifications
- Survey costs
- Permit fees
- Post-storm debris removal and clean up
- Landscaping
- Sidewalks
- Fences
- Yard lights
- Swimming pools
- Screened pool enclosures
- Detached structures (including garages, sheds and gazebos)
- Landscape irrigation and lighting systems

When following these guidelines, the 50% FEMA Rule appraisal will comply with FEMA requirements. Additionally, be sure to comply with USPAP and Appraisal Institute guidelines to make every 50% FEMA Rule appraisal report—regardless of the size and value of a property—of the highest quality. As the discussion has shown, a 50% FEMA Rule assignment requires special expertise. Appraisers should only accept this type of assignment if they have a solid knowledge base. Appraisers should reconsider the acceptance of appraisal work that involves extensive construction knowledge if it is not in their purview. Valuation work in the construction realm can be fun and very rewarding, particularly if you are a “sticks and bricks” person. However, if your knowledge base is inadequate, there may be considerable consequences for both you and your clients.

Liability

A 50% FEMA Rule appraisal can create liability exposure. Assume that a 50% FEMA Rule appraisal results in a value that forces the property owner to cancel the repair/renovation/remodeling project, raze the building to make room for a FEMA compliant structure, or sell the property due to lack of funds for new construction. If the appraiser who prepared the report utilized improper valuation techniques or failed to demonstrate an accurate understanding of construction features, they may have exposed themselves to liability and potential litigation.

Another scenario that may expose an appraiser conducting a 50% FEMA Rule appraisal to

35. The list of what should and should not be included is based on FEMA's *Substantial Improvement/Substantial Damage Desk Reference*.

potential liability occurs during the due diligence period of the purchase of coastal investment properties. Some real estate agents are informed enough to educate prospective buyers about the 50% FEMA Rule, encouraging their clients to order a 50% FEMA Rule appraisal as part of the due diligence efforts. Based on the outcome of the 50% FEMA Rule appraisal, the prospective buyer will make a purchase decision. Sometimes these transactions involve financing considerations, which will be based on the ability to improve the property. In these cases, the 50% FEMA Rule appraisal will make or break the deal, and the liability is certainly high. Assume, for instance, that a potential investor decides to complete a transaction based on a 50% FEMA Rule appraisal with a valuation amount that would permit the construction of an additional story. If the investor later is unable to acquire the necessary building permits because the valuation was not accepted by the local building department, the investor might look to the appraiser who prepared the report for legal recourse.

Conclusion

The 50% FEMA Rule is one of many ways in which FEMA regulates improvements and reconstruction of properties in coastal areas and flood zones. A crucial aspect of complying with the 50% FEMA Rule is determining the depreciated value of a structure, which is where the appraisal comes in. As has been established, this

is an endeavor that requires specialized knowledge as well as an understanding of appropriate methods and approaches.

Actual cash value is the preeminent valuation methodology for the 50% FEMA Rule appraisal, as opposed to market value, assessed value, or qualified estimates, because it takes only the subject structure into account, without land value and site improvements. This allows for an estimate of the cost of construction as-built and proper application of depreciation that is unaffected by market fluctuations. In addition to knowing which valuation methodology is best to use as a standard, it is also important to allow for the fact that a case-by-case argument can be made for the applicability of assessed value and qualified estimates, most typically in post-disaster situations that affect multiple properties.

It is critical for the appraiser to know and understand the specific requirements of the 50% FEMA Rule, construction issues, and the local construction market. The appraiser also should understand the potential liabilities that arise with the various aspects of the 50% FEMA Rule and the accompanying appraisal. It is not a simple undertaking, as there are various types of knowledge that flow into the final product. If you find this type of work interesting, you are encouraged to reach out to other professionals, particularly in construction and local building departments, in order to improve your knowledge and to mitigate potential errors and liability. This type of work is an opportunity to challenge oneself professionally and personally.

About the Author

Patricia Staebler, SRA, is a state-certified general appraiser in Bradenton, Florida. Her practice concentrates on the valuation of construction, including insurance replacement valuation, reserve studies, cost segregation analysis, and the 50% FEMA Rule appraisal. Her work in her family's engineering office as a cost estimator, together with experience as an insurance claims adjuster and commercial appraiser, gives her a unique background as an expert in these fields. She authors and teaches state-approved continuing education classes in Florida for licensed community association managers and local chapters of the Appraisal Institute, including *Reserve Studies—Overview and Discussion*; *Insurance Appraisals—Minimum Contents*; *Insurance Appraisals and Their Complexity*; *Reserves—From Measuring the Component to Pooling or Non-Pooling*; and *Flood Zones and Their Influence on Coastal Communities and Their Construction Projects*. She also was the developer of the Appraisal Institute webinars *The 50% FEMA Rule Appraisal* and *Insurance Replacement Valuation* and the Appraisal Institute seminar *Insurance Replacement Valuation I—An Emerging Appraisal Discipline*. She has published articles in *Community*, the official journal of the Community Association Institute, West Florida Chapter; *Working RE*; and *The SunState Post*. Staebler has served as public relations chair for the Florida Gulf Coast Chapter of the Appraisal Institute, member of the Leadership Development and Advisory Council (LDAC) of the Appraisal Institute, and Region X representative for her chapter. **Contact:** patricia@staeblerappraisal.com

Additional Resources

Suggested by the Y. T. and Louise Lee Lum Library

Appraisal Institute

- **Lum Library, External Resources—Information Files [Login required]**
 - Land and Site/floodplains
 - Property Rights/easements and rights of way/floodplains
 - Real Estate Damages/natural disasters/hurricanes
- **Professional Practice**
 - Guide Note 10, *Development of an Opinion of Market Value in the Aftermath of a Disaster*
<https://www.appraisalinstitute.org/assets/1/7/guide-note-10.pdf>

Federal Emergency Management Agency (FEMA)

- **Floodplain Management Publications**
<https://www.fema.gov/floodplain-management-publications>
- **Substantial Damage Estimator (SDE) User Manual and Field Workbook**
<http://bit.ly/SDEmanual>
- **“Substantial Improvement and Substantial Damage”**
https://www.fema.gov/pdf/floodplain/nfip_sg_unit_8.pdf
- **Tutorial “How to Use a Flood Insurance Rate Map”**
https://www.fema.gov/media/fhm/firm/ot_firm.htm

EXHIBIT 8



Erin C Arnett
St-Cert General RZ3204
305-481-0367
erin@appcert.net

Property Located At

868 73rd Street
Marathon, FL 33050

Prepared for

Chad T Tracy

Depreciated Cost to Build

\$341,740

ACS APPA.
Effective Date

September 1, 2017

Prepared By

Appraisal Certified Services, Inc.
PO Box 501822, Marathon, FL 33050

Erin Colleen Arnett

State Certified General REA RZ3204

APPRAISAL REPORT

April 27, 2018

Chat Tracy

RE: 868 73rd St Ocean, Marathon

To Whom It May Concern:

In compliance with your request, we have examined and valued the property referenced for the purpose of determining the depreciated cost to rebuild the improvements as of September 1, 2017.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

This appraisal is subject to the limiting conditions attached, ability to re-build the property and to facts that an accurate location, setback, elevation and flood survey may disclose.

The value conclusions reported are as of the effective date stated. All information contained in this report is specific to the needs of the client and for the intended use. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report. The appraiser is not responsible for unauthorized use of this report.

Based on analysis of market data, inspection, and research, it is my opinion that the depreciated replacement cost of the Subject property subject to definition, assumptions and limiting conditions as of **September 1, 2017** is:

THREE HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED FORTY DOLLARS
(\$341,740)

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Erin Colleen Arnett
State Certified General Real Estate Appraiser RZ3204

Purpose of the Appraisal

The purpose of this appraisal report is to estimate the depreciated replacement cost of the Subject property as of September 1, 2017.

Intended Use

This report is intended to be used as an aid in determining the depreciated cost of the improvements. Any other use of this appraisal renders it null and void.

Intended User(s)

Chad Tracy

Scope of Work

The scope of the appraisal is to estimate the depreciated replacement cost of the subject property utilizing nationally recognized cost program Marshall & Swift.

Data relevant to the Subject property is obtained from various sources including but not limited to: previous appraisal reports; Marshall and Swift, various office files; local MLS, Monroe County Clerk of Court, Monroe County Property Appraiser's Office, Municipal Building/Planning Department and Government Offices, direct observation and additional third party sources available to the appraiser in the normal course of business including various market participants and other industry professionals.

This is a retrospective appraisal. The Subject was inspected on 05/18/2018 and this appraisal is based on a previous inspection of this property, photos from the Property Appraiser's Office, the local MLS, aerial photos, and a current physical inspection of the property.

Property Description

Address

868 73rd Street Ocean
Marathon, FL 33050

Legal Description and County Record ID

Legal: Lot 11, Fields Subdivision, Key Vaca, PB 3-78
Alternate Key: 1419974
Parcel ID: 00342330-000000

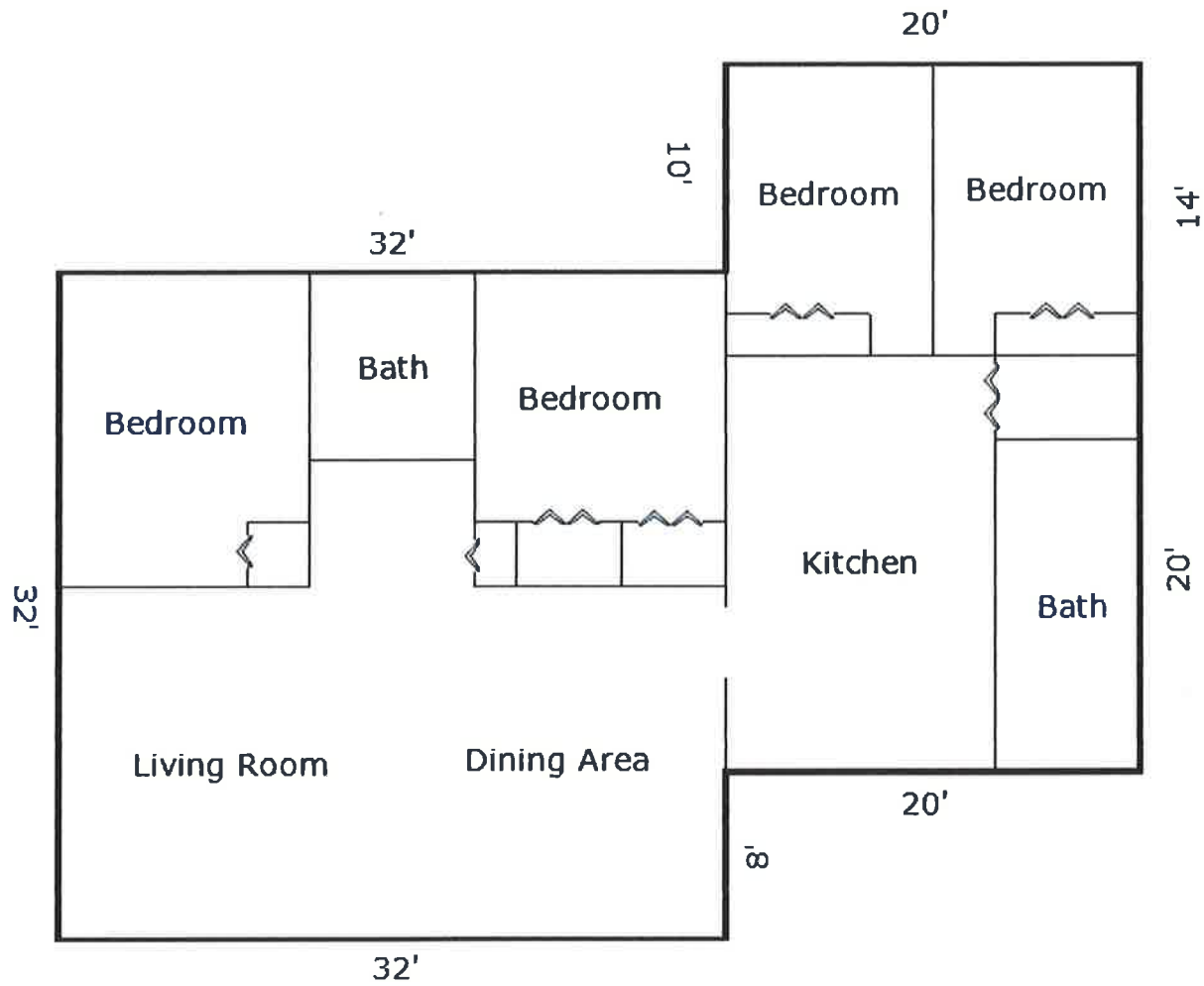
Owner of Record

Chad Tracy
868 73rd St Ocean
Marathon, FL 33050

Analysis of Listing History and Sales History of Subject:

The Subject has not been listed with the local MLS for the prior 12 months.

Building Sketch



Living Area		Calculation Details	
First Level	1704 Sq Ft		32 x 32 = 1024
			34 x 20 = 680
Total Living Area (Rounded):	1704 Sq Ft		

Subject Photos



Front Photo 12/2017



Front Photo 2015



Living Room Ceiling



Living Room

Subject Photos



Bedroom



Hall



Bedroom



Bath

Description of Improvements

The Subject is improved with a split-level frame structure located at grade. The property was originally constructed in 1958 with updating and remodeling thought the years. It is used as a single family home.

Foundation and Flooring: The improvements have a poured concrete foundation. Floor cover is a mix of terrazzo and tile.

Exterior Walls: The exterior walls of the building are stucco over concrete.

Construction: The improvements are constructed of concrete construction with concrete support beams and concrete footers.

Roof: The roof is a pitch roof with Dade County Pine open beam ceilings and tar and gravel covering.

Plumbing: The Subject has two (2) three-fixture baths with tile floor and a mix of painted drywall and concrete walls. There are additional fixtures for laundry connections in addition to hose connections on the exterior of the improvements. All appear to have adequate drainage.

Electrical Service: There is one electric meter on the property and the electrical service to the building appears to be adequate.

Air Conditioning: The Subject has wall A/C units that appear to be in proper working order.

Additional: There is a front porch, gravel driveway, and concrete pad in the rear yard.

CoreLogic - SwiftEstimator Residential Estimator - Standard Report

Estimate ID 868 73rd St Ocean
 Property Owner
 Address 868 73rd St Ocean
 City Marathon
 State/Province FL
 ZIP/Postal Code 33050
 Surveyed By
 Survey Date 9/1/2017
 Single-family Residence Floor Area 1704 Square Feet
 Effective Age Quality 3 Average
 Cost as of 05/2018 Condition 3 Average
 Style One Story
 Exterior Wall Masonry, Concrete Block 100%
 Plumbing Fixtures 10

Cost Data

Description	Units	Unit Cost	Total
Base Cost	1,704	\$176.57	\$300,875
Plumbing Fixtures	10	\$3,919.20	\$39,192
Comp. Shingle or Built-up Rock	1,704	\$7.33	\$12,490
Slab on Grade	1,704	\$15.79	\$26,906
Raised Subfloor	1,704	\$24.48	\$41,714
Terrazzo	820	\$39.05	\$32,021
Ceramic Tile, Custom or High-Value	886	\$87.33	\$77,374
Wall Air Conditioners (Count)	6	\$3,180.80	\$19,085
Plumbing Rough-ins	1	\$1,590.40	\$1,590
Appliance Allowance	1	\$9,159.00	\$9,159
Appliance Allowance	1	\$9,159.00	\$9,159
Basic Structure Total Cost	1,704	\$334.25	\$569,565
Replacement Cost New	1,704	\$334.25	\$569,565
Physical + Functional Depreciation 40.0%			\$227,825
Total Depreciated Cost			\$341,740
Total			\$341,740

Cost data by CoreLogic, Inc.

Except for items and costs listed under "Addition Details," this SwiftEstimator report has been produced utilizing current cost data and is in compliance with the Marshall & Swift Licensed User Certificate. This report authenticates the user as a current Marshall & Swift user.



Replacement Cost Inclusions

This appraisal includes both the above ground insurable elements of the buildings, and the below ground foundations.

Included as a part of the building are: The basic structure including framework, structural floors, roof structure and surface, exterior closure such as walls, doors, windows, and other components.

The interior construction such as interior walls and partitions, ceilings, and doors. The walls and ceilings are in place and taped, but no covering such as paint or wallpaper. The building service systems such as the electrical distribution system, plumbing system, air conditioning system, fire protection system, telephone and television wiring system(s). Common area fixtures, equipment and décor such as carpet, vinyl or ceramic floor coverings, wall coverings, special ceilings, and other custom decoration features.

Replacement Cost Exclusions

This appraisal does not include the following property items and/or components: Below ground utility services, paved areas, land or landscaping. Common area personal property other than as specifically itemized herein. Existing additions, alterations and improvements to private units such as storm or security protective shutters, balcony, porch or patio enclosures, replacement plumbing or lighting fixtures and other upgrades made to the individual private units by the owners subsequent to completion of original construction.

Overhead and Profit

Every contractor has general costs of operating and maintaining a business in addition to specific costs related to a particular job, and is entitled to a profit from construction activities. The allowance included in the commercial base costs for normal general contractor and subcontractor overhead and profit (O & P) combined ranges from 8%- 20%. Cost estimates include both types of overhead. State and local taxes, workers' compensation, unemployment compensation, bodily injury insurance, contractors' liability insurance, and Social Security have already been added to the labor costs and are not considered overhead in the system. Cost estimates include consideration of normal profit for the location and property type. It utilizes the normal profit concept to avoid overreacting to short term aberrations in construction markets.

Architectural Fees

When a building is designed, the services of architects and engineers are usually required. An architect designs structures utilizing technical and aesthetic abilities. Engineers apply their knowledge and skill to the structural integrity, and the effective layout and design of buildings. The engineer may call on an architect for aesthetic portions of the buildings. Architects and engineers are compensated for their services by fees that cover payroll, overhead, and expected profit. We consider 7.5% architectural fees in the replacement cost estimates.

Assumptions and Limiting Conditions

No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report. The legal descriptions, areas, and data provided by the client are assumed to be correct. The sketches and maps in this report are included to assist the reader in visualizing the parcel and are not necessarily to scale. Various photographs are included for the same purpose. Site plans are not surveys unless prepared by a separate surveyor.

The property appraised as though free of liens and encumbrances, except as herein described. Liens against the Subject property have not been considered in the valuation contained herein as a title search was not made available or conducted by the appraiser.

The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

Responsible ownership and competent property management are assumed unless otherwise stated in this report.

The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging the engineering studies that may be required to discover them.

A survey was not provided to the appraiser. No responsibility is taken by this office for the accuracy or in regard to any questions on the nature of encroachments, encumbrances, or dissimilarities in measurement. Any maps or plats reproduced and included in this report are intended only for the purpose of showing spatial relationships. The appraisers reserve the right to change the final indicated value if a discrepancy is noted due to encroachments or easements.

Possession of this report does not carry with it the right of publication or advertisement of its conclusion, nor may any except the applicant use the same for any purpose without the previous written consent of the appraiser or the applicant.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, of the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser

It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.

It is assumed that all applicable zoning and use regulations and restrictions have been compiled with, unless nonconformities have been stated, defined, and considered in this appraisal report.

It is assumed that all required licenses, certifications of occupancy, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained to renewed or any use on which the value estimates contained in this report are based.

The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes or toxic substances, etc.) observed during the inspection of the subject property or that was became aware of during the research involved in performing the completing the assignment. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse condition of the property that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do not exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

It is assumed that the utilization of the land is within the boundaries of property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

The subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

The discovery of latent conditions is beyond the scope of this appraisal. Detection of latent conditions requires the expertise of qualified persons such as architects and engineers. Latent conditions include, among other things, non-apparent structural conditions; presence of prohibited hazardous wastes; presence of radon gas, methane gas, asbestos, lead, petroleum products and other air, soil, or water contaminants; and many other conditions too numerous to mention which may affect the value of the property being appraised. The appraiser conducting this appraisal is not qualified to detect latent conditions and has conducted this appraisal upon the assumption that no latent conditions (including those mentioned above and others) exist on the property covered by this appraisal.

Notice is given that neither the appraiser conducting this appraisal, or Appraisal Certified Services, Inc make any warranty, express or implied, to property covered by this appraisal, and neither shall have any liability to an person for differences in the value of the appraised property, or other damages, resulting from discovery of latent conditions on, or in proximity to, the appraised lands. I do not contend or imply that our estimated costs are the precisely correct amount. Experience in reviewing construction project estimates and costs indicates that actual project cost estimates as bid by contractors can vary significantly from the high to low bids. It is my position that estimates developed by them are reasonable and appropriate and would likely fall within the range of high and low bids if the projects were actually bid for construction.

Information, estimates, data and opinions expressed and/or presented in this report are derived from sources that are considered to be reliable and are believed to be accurate, true and correct. Neither the estimator nor this firm accepts responsibility for the accuracy of data that was developed by other parties.

The individual and/or component costs used in this construction cost appraisal are based on construction cost data published in national construction cost guides and from costs and formulas derived from an analysis of actual construction project costs. Costs are adjusted for quality, location and date of estimate. Costs are based on constructing the building in its entirety as of the date of estimate. All cost estimates include contractor's overhead and profit.

Construction materials, systems, sizes and/or dimensions are based on a physical inspection of the improvements and, when available, a review of construction plans and/or condominium documents.

Below ground foundation system components, sizes and dimensions are based on structural building plans or general estimates or information reported by the property management when plans are not available. No claims of accuracy are made for descriptions of systems or cost estimates of foundations when plans are not available for review.

Appraiser's Certification

The appraiser certifies and agrees that:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved. I did not base, either partially or completely, my analysis and/or the opinion of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.

I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.

I have performed services, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

No one provided significant real property appraisal assistance to the person signing this certification.

I have taken into consideration the factors that have an impact on value in my development of the opinion of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.

I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions

specified in this form.

I have personally inspected the subject property. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.



Erin Colleen Arnett
State Certified General Real Estate Appraiser RZ3204

Appraiser's License

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD**

LICENSE NUMBER	
RZ3204	

The **CERTIFIED GENERAL APPRAISER**
Named below IS **CERTIFIED**
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018



ARNETT, ERIN COLLEEN
PO BOX 501822
MARATHON FL 33050



ISSUED: 10/09/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1610090002746

PROFESSIONAL QUALIFICATIONS OF

Erin Colleen Arnett

State-Certified General Real Estate Appraiser RZ3204

Education

Palm Beach Community College, Lake Worth FL, 1993-1994

Two semesters completed towards a degree in Business Administration

Florida Keys Community College, Marathon FL, Current

Currently enrolled and pursuing a degree in Business Administration

Appraisal Institute

Fannie Mae 2009 Selling Guide Updates, 2009

Business Practices and Ethics, 2009

Gold Coast School of Real Estate

ABI-Fundamentals of Real Estate Appraising, 2002

National Standards of Professional Practice, 2002

ABII-Appraising Residential and Income Properties, 2002

National Standards of Professional Practice, 2004

Florida Law and Regulations, 2006

National Standards of Professional Practice, 2004

ABIII-Certified General Appraisal Course (Income Capitalization Course), 2007

National Standards of Professional Practice, 2007

Institute of Real Estate Studies

Florida Law and Regulations, 2004

Fannie Mae Guidelines, 2004

ABIIb-Certified Residential Appraisal Course, 2004

Fannie Mae Forms Update, 2005

Residential Marshall and Swift, 2006

Construction Terms and Methods, 2006

Solving Tough Residential Appraisal Problems, 2006

Valuing Real Estate in a Changing Market, 2007

Florida Law and Regulations, 2010

The Roles and Rules of The Supervisor, 2010

National USPAP Update, 2010

Solving Tough Residential Appraisal Problems, 2010

Understanding Leases, 2010

Determining Highest and Best Use, 2010

Understanding Uniform Appraisal Dataset, 2011

Using Excel for Better Appraisals, 2012
Institute of Real Estate Studies Cont.
 The Making of a Good Work File, 2012
 National USPAP Update, 2012
 Florida Law Update, 2012
 National USPAP Updated, 2013
 Florida Law Update, 2016
 National USPAP Update, 2016
 Essential Elements and Disclosure and Disclaimers, 2016
 Appraisal Report Form Writing, 2016

Certification

State-Certified General Appraiser; Department of Professional Regulation,
 State of Florida; RZ3204; 2008
State-Certified Residential Appraiser; Department of Professional
 Regulation, State of Florida; RD4835; 2004
State-Registered Trainee Real Estate Appraiser; Department of Professional Regulation,
 State of Florida; RI8943; 2002

Professional Associations

Associate Member of the Appraisal Institute
 Marathon and Lower Keys Board of Realtors
 Lower Keys Chamber of Commerce
 Greater Marathon Chamber of Commerce

Experience

Appraisal Certified Services, Inc, 2010- Present
 Company Owner and Fee Residential and Commercial Real Estate Appraiser
Appraisal Certified Services, Inc, 2002-2010
 Fee Residential and Commercial Real Estate Appraiser

Types of Properties Appraised

Retail Stores	Hotel/Motel
Restaurants	Mobile Home and RV Park
Office Buildings	Warehouse
Mixed-Use Properties	Marine Processing Plant
Service Station	Residential Income
Multi-Family Projects	Vacant Land
Single Family	Foreclosure Properties
Commercial Condominiums	Residential Estate
Residential Condominium	Government Properties
Environmentally Sensitive	Substantial Improvement (50% Rule)
Commercial Insurance	Citizen's Flood and Wind Insurance

EXHIBIT 9



APP

RECEIVED

MAR 26 2018

Roofing Building Permit Application Packet

Please fill out completely.

BUILDING

Note: ALL OWNER BUILDERS MUST APPLY IN PERSON (F.S.489.103 (7))

Project #: P2018-0787 Date: 3/20/2018

Property Owner's Name: Chad Tracy

Owner's Mailing Address: 825 65th Street, Marathon, FL

Phone: 706-207-4164 Email: Chad@Patriotconstruction.biz

Owner of Land (if different than owner of improvements):

Land Owner's Mailing Address: (Notarized Permission Letter Required)

Street Address of Proposed Construction: 868 73rd Street

RE#: 00342330-000000

Accurate Description of Work: Connect to Sewer System, Repair Irma Damage: 1000 sq ft dry wall cabinets, paint, interior trim, roof system over wood deck. Re-roof due to Irma Damage using polyglass self-adhered.

Is fill to be added to this property: [] Y [X] N List Amount of Material (in cubic yards): 1800

Square Feet of Structure Being Altered or Constructed: 1800 Percent of Entire Structure: %

Linear Footage of Work Being Altered or Constructed:

Total Project Contract Cost: \$40,000

Construction Debris Will Be Removed by: [X] Applicant or [] Specialty Contractor

Agents Name:

Agents Address:

Phone: Email:

Contractor's Name: Patriot Bldg Constr

Contractor's Address: 36 Arnoldsville Rd, Suite 7, Crawford, GA 30630

Phone: 706-207-4164 Email: Chad@Patriotconstruction.biz

Subcontractors to Be Used:

Electrical: Superior Electric

Plumbing: Ernest E Rhodes Plumbing

Mechanical:

Roofing: Patriot Bldg Constr, Inc. (CBC Lic - need Roofing cont)

* Need SI PKT *

Required Notifications

In addition to the requirements of this permit, there may be DEED RESTRICTIONS and/or additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other government entities such as water management districts, state agencies or federal agencies."

If asbestos is present Contractors / Owner Builders shall inform the Department of Environmental Protection at 305-289-2310 and comply with Florida Statute 469.003. For all renovation or demolition work an asbestos affidavit is required to be signed and notarized.

The following statement does not apply to a direct contract to repair or replace an existing heating or air-conditioning system in an amount less than \$7,500. The applicant promises in good faith that the following statement will be delivered to the person whose property is subject to attachment.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND FILED IN THE CITY OF MARATHON BUILDING DEPARTMENT BEFORE THE FIRST INSPECTION.

Applicants Affidavit: I hereby certify that I have read and examined this application and know that same to be true and correct and that all work will be done in compliance with all applicable laws regulating construction and zoning. All provisions of laws and ordinances governing this type work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any local, state or federal laws regulating construction or the performance of construction.

Applicants

Chad TRACY

Owner (Please Print)

Chad Tracy

Contractor (Please Print)

Chad Tracy
Signature

Chad Tracy
Signature

Date: 3.20.18

Date: 3.20.18

If cost of work exceeds \$2500.00 (or in the case of replacement mechanical work the cost of work exceeds \$7,500) the owner must co-sign the application; Notary as to Owner

NOTARY STATE OF FLORIDA,
COUNTY OF MONROE

The foregoing instrument was acknowledged before me on this 20 day of March, 20 18, by Chad Tracy who is personally known or who produced _____ for identification.

[Signature]
Signature of Notary Public - State of Florida

1.24.2020
My commission Expires:

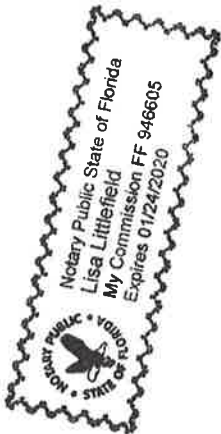
Notary as to Contractor

NOTARY STATE OF FLORIDA,
COUNTY OF MONROE

The foregoing instrument was acknowledged before me on this 20 day of March, 20 18, by Chad Tracy who is personally known or who produced _____ for identification.

[Signature]
Signature of Notary Public - State of Florida

1.24.2020
My commission Expires:



AUTHORITY HAVING JURISDICTION, APPROVED FOR ISSUANCE OF PERMIT

Initial: John P. Wood Date: 5-2-18

CITY OF MARATHON BUILDING DEPARTMENT

9805 Overseas Highway, Marathon, FL 33050

Phone (305) 743-0033 | Fax (305) 743-3667 | www.ci.marathon.fl.us/government/building/

Required Owner's Notification for Roofing Considerations

It is the responsibility of the roofing contractor to provide the owner with the required roofing permit, and to explain to the owner the content of this section. The provisions of Chapter 15 of the *Florida Building Code, Building* govern the minimum requirements and standards of the industry for roofing system installations. Additionally, the following items should be addressed as part of the agreement between the owner and the contractor. The owner's initial in the adjacent box indicated that the item has been explained.

CT 1. **Aesthetics-Workmanship:** The provisions of Chapter 15 of the Florida Building code are for the purpose of providing that the roofing system meets the wind resistance and water intrusion performance standards. Aesthetics (appearance) issues are not a consideration with respect to workmanship provisions. Aesthetic issues such as color or architectural appearance, that are not part of a zoning code, should be addressed as part of the agreement between the owner and the contractor.

CT 2. **Re-nailing Wood Decks:** When replacing roofing, the existing wood roof deck may have to be re-nailed in accordance with the current provisions of the Hurricane Retro-fit Manual and the Florida Building Code. (The roof deck is usually concealed prior to removing the existing roof system).

CT 3. **Common Roofs:** Common roofs are those which have no visible delineation between neighboring units (i.e. townhouses, condominiums, etc.). In buildings with common roofs, the roofing contractor and/or owner should notify the occupants of adjacent units of roofing work to be performed.

CT 4. **Exposed Ceilings:** Exposed, open beam ceilings where the underside of the roof decking can be viewed from below, may be penetrated by roofing nails. The owner may wish to maintain the architectural appearance; therefore, roofing nail penetrations of the underside of the decking may not be acceptable. The Florida Building Code provides the option of maintaining this appearance through the use of alternate materials. This should be addressed as part of the agreement between the owner and the contractor.

CT 5. **Ponding Water:** The current roof system and/or deck of the building may not drain well and may cause water to pond (accumulate) in low-lying areas of the roof. Ponding can be an indication of structural distress and may require the review of a professional structural engineer. Ponding may shorten the life expectancy and performance of the new roofing system. Ponding conditions may not be evident until the original roofing system is removed. Ponding conditions should be corrected.

CT 6. **Overflow Scuppers (wall outlets):** It is required that rain water flow off so that the roof is not overloaded from a build-up of water. Perimeter/edge walls or other roof extensions may block this discharge if overflow scuppers (wall outlets) are not provided. It may be necessary to install overflow scuppers in accordance with the Florida Building Code, Plumbing.

CT 7. **Ventilation:** Most roof structures should have some ability to vent natural airflow through the interior of the structural assembly (the building itself). The existing amount of attic ventilation shall not be reduced. It may be beneficial to consider additional venting which can result in extending the service life of the roof.

Chad Tracy
Owner (Please Print)

Chad Tracy
Contractor (Please Print)

Chad Tracy
Signature

Chad Tracy
Signature

Date: 3.20.2018

Date: 3.20.2018

Property Address: 868 73rd Street Marathon, FL 33050

Permit Number: _____

CITY OF MARATHON BUILDING DEPARTMENT

9805 Overseas Highway, Marathon, FL 33050

Phone (305) 743-0033 | Fax (305) 743-3667 | www.ci.marathon.fl.us/government/building/

EXHIBIT 10



Substantial Improvement Application Packet

Items Required To Determine Substantial Damage/Improvement

Applicant must submit the following: (make sure you have extra copies for your files)

1. The completed building permit and substantial improvement review application(s) (including required plans and documents);
2. An estimated Cost of Reconstruction/Improvement form, completed by a Licensed General Contractor, Architect or Engineer or owner builder and signed by the Owner/contractor or Contractor with a copy of his license certificate attached;
3. For Post-FRIM (built after Dec. 31 1974) and Pre-FIRM properties damaged by events such as storm or fire an Elevation Certificate or survey giving lowest and next highest floor elevations elevation is required. This is not required for Pre-FIRM properties undergoing alteration unless it is determined that the value of improvements exceeds 50% of the market value;
4. Current photos of the structure, or photos before and after the storm (if applying to repair storm damage);
5. Highlighted floor plan drawing showing area of structure to be repaired or altered;
6. Substantial Improvement Affidavit, completed, signed and dated;
7. An independent market value appraisal of structure performed within three years of the application date. The depreciated value of the structure will be used as the market value; or
8. Two reports from internet appraisal searches maybe submitted, an average of the values will be used to determine a percentage for increased value for review purposes; or
9. A Monroe Count Property Appraiser assessment may be used in lieu of an independent appraisal. The County appraisal amount will be increased by twenty percent for review purposes.

Application for Substantial Damage/Improvement Review

Tax Appraiser's Parcel ID# 00342330-000000

Property Address _____

868 73rd St. Ocean, Marathon, FL 33050

Owner's Name Chad Tracy

Co-Owner's Name _____

Owner's Mailing Address _____

825 65th St. Ocean, Marathon, FL 33050

Owner's Phone # 706-207-4164

FIRM Panel _____ Lowest Floor Elevation (excluding garage) N/A

Base Flood Elevation N/A Flood Zone AE7

Initials CT I am attaching an appraisal report of my property

Initials _____ I am submitting two internet appraisal reports of my property

Initials _____ I accept Monroe County's Estimated Market Value

Initials CT I accept the attached estimated cost of construction as a fair cost of repair or improvement for my structure

Chad Tracy Owner Signature 11/1/18 Date

Co-Owner Signature _____ Date _____

Substantial Damage/Improvement

ITEMS TO BE INCLUDED * :

- All structural elements, including:
 - Spread or continuous foundation footings & pilings
 - Monolithic or other types of concrete slabs
 - Bearing walls, tie beams, and trusses
 - Wood or reinforced concrete decking or roofing
- Floors and ceilings
- Attached decks and porches
- Interior partition walls
- Exterior wall finishes (e.g. brick, stucco or siding) including painting and decorative moldings
- Windows and doors
- Outside improvements including: Re-shingling or re-tiling a roof
- Hardware

All interior finish elements, including:

- Tiling, linoleum, stone or carpet over sub-flooring
- Bathroom tiling and fixtures
- Wall finishes, including dry wall, painting, stucco, plaster, paneling, marble or other decorative finishes
- Kitchen, utility and bathroom cabinets
- Built-in book cases, cabinets and furniture
- Hardware

All utility and service equipment, including:

- HVAC equipment
- Repair or reconstruction of plumbing and electrical services
- Light fixtures and ceiling fans
- Security systems
- Built-in kitchen appliances
- Central vacuum systems
- Water filtration, conditioning or recirculation systems

Also:

- Labor & other costs associated with demolishing, removing or altering building components
- Construction supervision and/or management
- Equivalent costs of work done by owner & volunteers
- Overhead and profit

ITEMS TO BE EXCLUDED * :

- Plans & specifications
- Survey costs
- Permit fees
- Debris removal (e.g. removal or debris from building or lot, dumpster rental, transport fees to landfill and landfill tipping fees)
- clean-up (e.g. dirt and mud removal, building dry-out, etc.)
- Items not considered real property, such as throw rugs, furniture, refrigerators, stoves not built-in, etc.

Outside improvements, including:

- Landscaping
- Sidewalks
- Fences
- Yard lights
- Swimming pools
- Screened pool enclosures
- Sheds
- Gazebos
- Detached structures (including garages)
- Landscape irrigation system

* ***NOT an all-inclusive list.***

Owner Reconstruction/Improvement Affidavit

Parcel ID 00342330-000000

Owner's Name Chad Tracy Phone 706-207-4164

Address 825 65th St. Ocean, Marathon, FL 33050

Contractor's Name Chad Tracy, CEO License CBC 1259441

I hereby attest to the fact that the repairs/reconstruction and/or remodeling list submitted for the **Substantial Damage/Improvement Review** by my contractor includes **ALL of the damages/improvements** sustained by this structure and will be done to the existing building and that all additions, improvements, or repairs on the subject building are included in this estimated construction herewith. No other contractor has made any repairs or reconstruction or additions or remodeling not included in the attached list.

TOTAL COST \$ 94,766

I understand that I am subject to enforcement action and/or fines if inspection of the property reveals that I have made repairs **NOT included on the attached list of repairs/improvement**, or that I have included non-conforming or improvements or illegal structures/additions to the existing structure without having presented plans for such additions. I understand that any permit issued by the City of Marathon pursuant to this affidavit does not authorize the reconstruction, repair or maintenance of any illegal additions, fences, sheds or non-conforming uses or structures on the subject property.

Chad Tracy
Owner Name (Please Print)

[Signature]
Owner Signature


11/1/18
Date

NOTARY STATE OF FLORIDA Georgia
 COUNTY OF MONROE Oglethorpe

The foregoing instrument was acknowledged before me on this 1 day of November, 2018, by Chad Tracy who is personally known or who is identified for identification.

Catie Major
 Signature of Notary Public – State of ~~Florida~~ Georgia

2-24-19
 My commission Expires



Contractor Non-Substantial Improvement Affidavit

Parcel ID 00342330-000000

Owner's Name Chad Tracy Phone 706-207-4164

Address 825 65th St. Ocean, Marathon, FL 33050

Contractor's Name Chad Tracy, CEO License CBC 1259441

I hereby attest to the fact that I, or a member of my staff, personally inspected the above mentioned property and have reviewed the applicable drawings related to the proposed repairs, remodeling, renovation, addition, rehabilitation or other forms of development. I have also produced the attached itemized list reflecting the aforementioned work. This information is hereby submitted for a non-substantial improvement review. The aforementioned work is all that is proposed for this structure as shown on the submitted plans. All costs list herein represent true and valid estimates for the work to be done.

I understand that I am subject to penalties (for any and all violation of this affidavit) if the inspection of the property reveals that I have done work not included within the attached cost breakdown or if any nonconforming or illegal structures or additions are included without having presented plans and changes for such modifications or if any false monetary charges are revealed.

I understand that any permit issued by the City of Marathon pursuant to this affidavit does not authorize work on any illegal structures or nonconforming uses on the subject property.

See Attached Itemized List


Total Labor and Materials (including overhead and profit) \$ 94,766

NOTARY STATE OF ~~FLORIDA~~ Georgia
 COUNTY OF ~~MONROE~~ Oglethorpe

The foregoing instrument was acknowledged before me on this 1 day of November, 2018, by Chad Tracy, CEO who is personally known or who produced _____ for identification.

Catie Major
 Signature of Notary Public - State of ~~Florida~~ Georgia

2-24-19
 My commission Expires February 24, 2019



Contractor Reconstruction/Improvement Affidavit

Parcel ID 00342330-000000
 Owner's Name Chad Tracy Phone 706-207-4164
 Address 825 65th St. Ocean, Marathon, FL 33050
 Contractor's Name Chad Tracy, CEO License CBC1259441

I hereby attest to the fact that I, or a member of my staff, personally inspected the above-mentioned property and produced the attached itemized list of repairs/reconstruction and/or remodeling which is hereby submitted for the **Substantial Damage/Improvement Review**. These listed damages/improvements are **ALL of the damages/improvements** sustained by this structure, and all additions, improvements, or repairs proposed on the subject building are included in this estimate.

I understand that I am subject to enforcement action and/or fines if inspection of the property reveals that I have made repairs **NOT included on the attached list of repairs/improvement**, or that I have included non-conforming or improvements or illegal structures/additions to the existing structure without having presented plans for such additions. I understand that any permit issued by the City of Marathon pursuant to this affidavit does not authorize the reconstruction, repair or maintenance of any illegal additions, fences, sheds or non-conforming uses or structures on the subject property.

Total Labor & Materials \$ 94,766
 Overhead & Profit \$ 0
 Total Cost \$ 94,766

Chad Tracy, CEO
 Contractor Name (Please Print)
Chad Tracy, CEO
 Contractor Signature


11/1/18
 Date

NOTARY STATE OF FLORIDA, Georgia
 COUNTY OF ~~MONROE~~ Oglethorpe

The foregoing instrument was acknowledged before me on this 1 day of November, 2018, by Chad Tracy, CEO who is personally known or who produced _____ for identification.

Catie Major
 Signature of Notary Public - State of ~~Florida~~ Georgia

2-24-19
 My commission expires February 24, 2019



Estimated Cost Of Reconstruction / Improvements

Parcel ID 0842330-000000

Address 808 73rd St. Ocean, Marathon, FL 33050

When submitting an application for remodeling, rehabilitation, and/or additions each category must be broken down into labor and material costs. The final price must be a total price for all proposed finished work. Overhead and profit should be included. Costs related to site work are not considered as part of work on buildings or other structures and will not be counted in the cumulative total.

The Cost Estimate of reconstruction / improvement must be prepared and signed by a licensed General Contractor.

Construction Type	Material Cost	Labor Cost	Total Cost
Demolition	600	2000	2600
Foundation complete	0	0	0
Structural Steel	225	100	325
Masonry Walls	1526	2208	3734
Concrete Slab (area)	2709	400	3109
Concrete Columns (poured or driven)	0	0	0
Carpentry complete	5500	6500	12000
Gas Complete	0	0	0
Stucco	400	1800	2200
Mirrors and Fixed Glass	100	50	150
Central Vacuum	0	0	0
Elevator	0	0	0
Appliances (Built in)	2000	200	2200
Water Softener	0	0	0
Trusses	1298	850	2148
Roofing (Complete)	4900	4400	9300
Mechanical Complete	300	300	600
Pumping Complete	2500	4000	6500
Electrical Complete	4000	6000	10000
Lighting Fixtures	500	0	500
Ceiling Fans	500	0	500
Intercom or Alarm Systems	0	0	0
HVAC Complete	4500	3500	8000
Exterior Doors and Windows	1000	400	1400
Exterior Finish	1500	1800	3300
Insulation Complete	2200	1200	3400
Drywall Complete	2000	4500	6500
Ceramic Tile Complete	2200	1900	4100
Fireplace	0	0	0
Painting Complete	1500	2200	3700
Cabinets Complete	3000	1500	4500
Other	2000	2000	4000
Total	46958	47808	94766

Estimated Cost of Reconstruction/Improvement

Parcel ID 00342330-000000

Address 868 73rd St. Ocean, Marathon, FL 33050

This Cost Estimate of Reconstruction/Improvement must be prepared and signed by a licensed General Contractor, Architect or Engineer

Construction Type	Material Cost	Labor Cost	Total Cost
Demolition	600	2000	2600
Foundation complete	0	0	0
Structural Steel	725	100	325
Masonry Walls	1526	2208	3734
Concrete Slab (area)	2709	400	3109
Concrete Columns (poured or driven)	0	0	0
Carpentry complete	5500	6500	12000
Gas Complete	0	0	0
Stucco	400	1800	2200
Mirrors and Fixed Glass	100	50	150
Central Vacuum	0	0	0
Elevator	0	0	0
Appliances (Built in)	2000	200	2200
Water Softener	0	0	0
Trusses	1798	850	2148
Roofing (Complete)	4900	4400	9300
Mechanical Complete	300	300	600
Plumbing Complete	2560	4000	6500
Electrical Complete	4000	6000	10000
Lighting Fixtures	500	0	500
Ceiling Fans	500	0	500
Intercom or Alarm Systems	0	0	0
HVAC Complete	4500	3500	8000
Exterior Doors and Windows	1000	400	1400
Exterior Finish	1500	1800	3300
Insulation Complete	2200	1200	3400
Drywall Complete	2000	4500	6500
Ceramic Tile Complete	2200	1900	4100
Fireplace	0	0	0
Painting Complete	1500	2200	3700
Cabinets Complete	3000	1500	4500
Other	2000	2000	4000
Total	416958	47808	94766

(PLEASE attach any additional information)

Contractor's Name: Patriot Bldg Constr. Inc License #: CBC 1259441

Address: 825 65th St. Ocean, Marathon, FL 33050 Phone: 706-207-4164

Contractor's Signature:  Date: 11/1/18

CITY OF MARATHON PLANNING DEPARTMENT

Phone (305) 743-0033 | www.ci.marathon.fl.us/government/planning/

EXHIBIT 11

Exhibit 11 A

CoreLogic - SwiftEstimator Residential Estimator - Standard Report

Estimate ID 868 73rd St Ocean
 Property Owner
 Address 868 73rd St Ocean
 City Marathon
 State/Province FL
 ZIP/Postal Code 33050
 Surveyed By
 Survey Date 9/1/2017
 Single-family Residence Floor Area 1704 Square Feet
 Effective Age Quality 3 Average
 Cost as of 05/2018 Condition 3 Average
 Style One Story
 Exterior Wall Masonry, Concrete Block 100%
 Plumbing Fixtures 10

Cost Data

Description	Units	Unit Cost	Total
Base Cost	1,704	\$176.57	\$300,875
Plumbing Fixtures	10	\$3,919.20	\$39,192
Comp. Shingle or Built-up Rock	1,704	\$7.33	\$12,490
Slab on Grade	1,704	\$15.79	\$26,906
Raised Subfloor	1,704	\$24.48	\$41,714
Terrazzo	520	\$39.05	\$32,021
Ceramic Tile, Custom or High-Value	586	\$87.33	\$77,374
Wall Air Conditioners (Count)	6	\$3,180.80	\$19,085
Plumbing Rough-ins	1	\$1,590.40	\$1,590
Appliance Allowance	1	\$9,159.00	\$9,159
Appliance Allowance	1	\$9,159.00	\$9,159
Basic Structure Total Cost	1,704	\$334.25	\$569,565
Replacement Cost New	1,704	\$334.25	\$569,565
Physical + Functional Depreciation 40.0%			\$227,625
Total Depreciated Cost			\$341,740
Total			\$341,740

Cost data by CoreLogic, Inc.

Except for items and costs listed under "Addition Details," this SwiftEstimator report has been produced utilizing current cost data and is in compliance with the Marshall & Swift Licensed User Certificate. This report authenticates the user as a current Marshall & Swift user.



Subject Photos



Bedroom



Hall



Bedroom



Bath

Exhibit 11 B

CoreLogic - SwiftEstimator Residential Estimator - Standard Report

Estimate ID: 868 73rd St Ocean
 Property Owner:
 Address: 868 73rd St Ocean
 City: Marathon
 State, Province: FL
 ZIP, Postal Code: 33050
 Surveyed By:
 Survey Date: 9/1/2017
 Single-family Residence
 Effective Age:
 Cost as of: 05/2018
 Style: One Story
 Exterior Walls: Masonry, Concrete Block 100%
 Plumbing Fixtures: 10
 Floor Area: 1704 Square Feet
 Quality: 3 Average
 Condition: 3 Average

Cost Data

Description	Units	Unit Cost	Total
Base Cost	1,704	\$176.57	\$300,875
Plumbing Fixtures	10	\$3,919.20	\$39,192
Comp. Shingle or Built-up Rock	1,704	\$7.33	\$12,490
Slab on Grade	1,704	\$15.79	\$26,906
Raised Subfloor	1,704	\$24.46	\$41,714
Terrazzo	820	\$39.05	\$32,021
Ceramic Tile, Custom or High-Value	886	\$87.33	\$77,374
Wall Air Conditioners (Count)	6	\$3,180.80	\$19,085
Plumbing Rough-ins	1	\$1,590.40	\$1,590
Appliance Allowance	1	\$9,159.00	\$9,159
Appliance Allowance	1	\$9,159.00	\$9,159
Basic Structure Total Cost	1,704	\$334.25	\$569,565
Replacement Cost New	1,704	\$334.25	\$569,565
Physical + Functional Depreciation 40.0%			\$227,625
Total Depreciated Cost			\$341,740
Total			\$341,740

Cost data by CoreLogic, Inc.

Except for items and costs listed under "Addition Details," this SwiftEstimator report has been produced utilizing current cost data and is in compliance with the Marshall & Swift Licensed User Certificate. This report authenticates the user as a current Marshall & Swift user.



Subject Photos



Bedroom



Hall



Bedroom



Bath

Exhibit 11 C

CoreLogic - SwiftEstimator Residential Estimator - Standard Report

Estimate ID: 868 73rd St Ocean
 Property Owner:
 Address: 868 73rd St Ocean
 City: Marathon
 State, Province: FL
 ZIP Postal Code: 33050
 Surveyed By:
 Survey Date: 9/1/2017
 Single-family Residence: Floor Area: 1704 Square Feet
 Effective Age: Quality: 3 Average
 Cost as of: 05/2018 Condition: 3 Average
 Style: One Story
 Exterior Walls: Masonry, Concrete Block 100%
 Plumbing Fixtures: 10

Cost Data

Description	Units	Unit Cost	Total
Base Cost	1,704	\$176.57	\$300,875
Plumbing Fixtures	10	\$3,919.20	\$39,192
Comp. Shingle or Built-up Rock	1,704	\$7.33	\$12,490
Slab on Grade	1,704	\$15.79	\$26,906
Raised Subfloor	1,704	\$24.48	\$41,714
Terrazzo	820	\$39.05	\$32,021
Ceramic Tile, Custom or High-Value	886	\$87.33	\$77,374
Wall Air Conditioners (Count)	6	\$3,180.80	\$19,085
Plumbing Rough-ins	1	\$1,590.40	\$1,590
Appliance Allowance	1	\$9,159.00	\$9,159
Appliance Allowance	1	\$9,159.00	\$9,159
Basic Structure Total Cost	1,704	\$334.25	\$569,565
Replacement Cost New	1,704	\$334.25	\$569,565
Physical + Functional Depreciation 40.0%			\$227,525
Total Depreciated Cost:			\$341,740
Total			\$341,740

Cost data by CoreLogic, Inc.

Except for items and costs listed under "Addition Details," this SwiftEstimator report has been produced utilizing current cost data and is in compliance with the Marshall & Swift Licensed User Certificate. This report authenticates the user as a current Marshall & Swift user.



Subject Photos



Bedroom



Hall



Bedroom



Bath

Exhibit 11 D

CoreLogic - SwiftEstimator Residential Estimator - Standard Report

Estimate ID	868 73rd St Ocean		
Property Owner			
Address	868 73rd St Ocean		
City	Marathon		
State, Province	FL		
ZIP/Postal Code	33050		
Surveyed By			
Survey Date	9/1/2017		
Single-family Residence	Floor Area	1704 Square Feet	
Effective Age	Quality	3 Average	
Cost as of	Condition	3 Average	
Style	One Story		
Exterior Wall	Masonry, Concrete Block 100%		
Plumbing Fixtures	10		

Cost Data

Description	Units	Unit Cost	Total
Base Cost	1,704	\$176.57	\$300,875
Plumbing Fixtures	10	\$3,919.20	\$39,192
Comp. Shingle or Built-up Rock	1,704	\$7.33	\$12,490
Slab on Grade	1,704	\$15.79	\$26,906
Raised Subfloor	1,704	\$24.48	\$41,714
Terrazzo	620	\$39.05	\$32,021
Ceramic Tile, Custom or High-Value	586	\$87.33	\$77,374
Wall Air Conditioners (Count)	6	\$3,180.80	\$19,085
Plumbing Rough-ins	1	\$1,590.40	\$1,590
Appliance Allowance	1	\$9,159.00	\$9,159
Appliance Allowance	1	\$9,159.00	\$9,159
Basic Structure Total Cost	1,704	\$334.25	\$569,565
Replacement Cost New	1,704	\$334.25	\$569,565
Physical + Functional Depreciation 40.0%			\$227,825
Total Depreciated Cost			\$341,740
Total			\$341,740

Cost data by CoreLogic, Inc.

Except for items and costs listed under "Addition Details," this SwiftEstimator report has been produced utilizing current cost data and is in compliance with the Marshall & Swift Licensed User Certificate. This report authenticates the user as a current Marshall & Swift user.



Exhibit 11 E

CoreLogic - SwiftEstimator Residential Estimator - Standard Report

Estimate ID	868 73rd St Ocean		
Property Owner			
Address	868 73rd St Ocean		
City	Marathon		
State, Province	FL		
ZIP, Postal Code	33050		
Surveyed By			
Survey Date	9/1/2017		
Single-family Residence	Floor Area	1704 Square Feet	
Effective Age	Quality	3 Average	
Cost as of	Condition	3 Average	
Style	One Story		
Exterior Wall	Masonry, Concrete Block 100%		
Plumbing Fixtures	10		

Cost Data

Description	Units	Unit Cost	Total
Base Cost	1,704	\$176.57	\$300,875
Plumbing Fixtures	10	\$3,919.20	\$39,192
Comp. Shingle or Built-up Rock	1,704	\$7.33	\$12,490
Slab on Grade	1,704	\$15.79	\$26,906
Raised Subfloor	1,704	\$24.48	\$41,714
Terrazzo	820	\$39.05	\$32,021
Ceramic Tile, Custom or High-Value	886	\$67.33	\$77,374
Wall Air Conditioners (Count)	6	\$3,160.80	\$19,085
Plumbing Rough-ins	1	\$1,590.40	\$1,590
Appliance Allowance	1	\$9,159.00	\$9,159
Appliance Allowance	1	\$9,159.00	\$9,159
Basic Structure Total Cost	1,704	\$334.25	\$569,565
Replacement Cost New	1,704	\$334.25	\$569,565
Physical + Functional Depreciation 40.0%			\$227,525
Total Depreciated Cost			\$341,740
Total			\$341,740

Cost data by CoreLogic, Inc.

Except for items and costs listed under "Addition Details," this SwiftEstimator report has been produced utilizing current cost data and is in compliance with the Marshall & Swift Licensed User Certificate. This report authenticates the user as a current Marshall & Swift user.



Exhibit 11 F

CoreLogic - SwiftEstimator Residential Estimator - Standard Report

Estimate ID: 868 73rd St Ocean
 Property Owner:
 Address: 868 73rd St Ocean
 City: Marathon
 State, Province: FL
 ZIP, Postal Code: 33050
 Surveyed By:
 Survey Date: 9/1/2017
 Single-family Residence: Floor Area: 1704 Square Feet
 Effective Age: Quality: 3 Average
 Cost as of: 05/2018 Condition: 3 Average
 Style: One Story
 Exterior Walls: Masonry, Concrete Block 100%
 Plumbing Fixtures: 10

Cost Data

Description	Units	Unit Cost	Total
Base Cost	1,704	\$176.57	\$300,875
Plumbing Fixtures	10	\$3,919.20	\$39,192
Comp. Shingle or Built-up Rock	1,704	\$7.33	\$12,490
Slab on Grade	1,704	\$15.79	\$26,906
Raised Subfloor	1,704	\$24.48	\$41,714
Terrazzo	820	\$39.05	\$32,021
Ceramic Tile, Custom or High-Value	586	\$67.33	\$77,374
Wall Air Conditioners (Count)	6	\$3,150.80	\$19,085
Plumbing Rough-ins	1	\$1,590.40	\$1,590
Appliance Allowance	1	\$9,159.00	\$9,159
Appliance Allowance	1	\$9,159.00	\$9,159
Basic Structure Total Cost	1,704	\$334.25	\$569,565
Replacement Cost New	1,704	\$334.25	\$569,565
Physical + Functional Depreciation 40.0%			\$227,825
Total Depreciated Cost			\$341,740
Total			\$341,740

Cost data by CoreLogic, Inc.

Except for items and costs listed under "Addition Details," this SwiftEstimator report has been produced utilizing current cost data and is in compliance with the Marshall & Swift Licensed User Certificate. This report authenticates the user as a current Marshall & Swift user.



Description of Improvements

The Subject is improved with a split-level frame structure located at grade. The property was originally constructed in 1958 with updating and remodeling thought the years. It is used as a single family home.

Foundation and Flooring: The improvements have a poured concrete foundation. Floor cover is a mix of terrazzo and tile.

Exterior Walls: The exterior walls of the building are stucco over concrete.

Construction: The improvements are constructed of concrete construction with concrete support beams and concrete footers.

Roof: The roof is a pitch roof with Dade County Pine open beam ceilings and tar and gravel covering.

Plumbing: The Subject has two (2) three-fixture baths with tile floor and a mix of painted drywall and concrete walls. There are additional fixtures for laundry connections in addition to hose connections on the exterior of the improvements. All appear to have adequate drainage.

Electrical Service: There is one electric meter on the property and the electrical service to the building appears to be adequate.

Air Conditioning: The Subject has wall A/C units that appear to be in proper working order.

Additional: There is a front porch, gravel driveway, and concrete pad in the rear yard.

Exhibit 11 G

CoreLogic - SwiftEstimator Residential Estimator - Standard Report

Estimate ID: 868 73rd St Ocean
 Property Owner:
 Address: 868 73rd St Ocean
 City: Marathon
 State, Province: FL
 ZIP Postal Code: 33050
 Surveyed By:
 Survey Date: 9/1/2017
 Single-family Residence: Floor Area: 1704 Square Feet
 Effective Age: Quality: 3 Average
 Cost as of: 05/2018 Condition: 3 Average
 Style: One Story
 Exterior Wall: Masonry, Concrete Block 100%
 Plumbing Fixtures: 10

Cost Data

Description	Units	Unit Cost	Total
Base Cost	1,704	\$176.57	\$300,875
Plumbing Fixtures	10	\$3,919.20	\$39,192
Comp. Shingle or Built-up Rock	1,704	\$7.33	\$12,490
Slab on Grade	1,704	\$15.79	\$26,906
Raised Subfloor	1,704	\$24.48	\$41,714
Terrazzo	820	\$39.05	\$32,021
Ceramic Tile, Custom or High-Value	586	\$67.33	\$77,374
Wall Air Conditioners (Count)	6	\$3,180.80	\$19,085
Plumbing Rough-ins	1	\$1,590.40	\$1,590
Appliance Allowance	1	\$9,159.00	\$9,159
Appliance Allowance	1	\$9,159.00	\$9,159
Basic Structure Total Cost	1,704	\$334.25	\$569,565
Replacement Cost New	1,704	\$334.25	\$569,565
Physical + Functional Depreciation 40.0%			\$227,825
Total Depreciated Cost			\$341,740
Total			\$341,740

Cost data by CoreLogic, Inc.

Except for items and costs listed under "Addition Details," this SwiftEstimator report has been produced utilizing current cost data and is in compliance with the Marshall & Swift Licensed User Certificate. This report authenticates the user as a current Marshall & Swift user.



Exhibit 11 H

Stacy Charlton CFM, F.A.C.E. 
Code Department Director
9805 Overseas Highway/Marathon, Florida 33050
Office: 305-289-4135 Email: charltons@ci.marathon.fl.us

Please note: You are hereby notified that in accordance with Florida's very broad public records law, most written communications to or from public employees or officials regarding public business are public records and are available to third parties upon request. Accordingly, this e-mail communication may be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

From: Bill Nunez [<mailto:bnunez@benhamreo.com>]
Sent: Tuesday, January 16, 2018 10:24 AM
To: Stacy Charlton <charltons@ci.marathon.fl.us>
Subject: RE: 868 73rd St Ocean, Marathon, FL

Hi Stacy, The bank has decided to sell as-is and price it as a tear down. They will not try and repair by bringing it to code etc. I'm waiting on a listing agreement. Folks who own apartments surrounding this lot are waiting for me to list it so they can try and buy it. We'll see how that goes. Other than that, we are trying to keep it secure and cleaned up.

Thank you, Bill



William Nunez, Broker



CELL: 727-259-5587
PH: 239-985-4229
FX: 239-236-2110

www.BenhamRealEstateSWFL.com

NOTICE OF CONFIDENTIALITY: This email message and any attachments is of a confidential nature and is protected by the attorney/client privilege, specific client and agent privileges as well as any other applicable privileges specific or implied. The contents and attachments are considered non-public information. It is intended to be conveyed only to the designated recipient(s). If you have received this message in error or are an unintended recipient, please notify the sender by replying to this message and then deleting it from your system. Use, dissemination, reproduction or other distribution of this message or its attachments is not authorized and may be unlawful.

From: Stacy Charlton [<mailto:charltons@ci.marathon.fl.us>]
Sent: Tuesday, January 16, 2018 10:17 AM
To: Bill Nunez
Subject: RE: 868 73rd St Ocean, Marathon, FL

Hi Bill,
Just checking to see what's happening on 73rd street>
Please update me, thank you,
Stacy

Stacy Charlton CFM, F.A.C.E. 

EXHIBIT 12

50 % FEMA Rule Retrospective Appraisal Report



Tracy Residence
868 73rd Street
Marathon, Florida 33050



City of Marathon
Attn: Mr. George Garrett, Planning Director
9805 Overseas Highway
Marathon, Florida 33050

RE:***868 73rd Street, Marathon, Florida*** **December 19, 2018**
Depreciated Value of the Improvements – 50% FEMA Rule Appraisal

Dear Mr. Garrett,

As you requested, I have completed an appraisal of the above referenced residential building for the purpose of estimating the depreciated value of the building without the underlying land value. The information will be used to determine the basis for the 50% FEMA rule regarding planned improvements to the building. The intended users of this replacement valuation are you and the local building department.

In order to complete this work, the City of Marathon provided me with documentation. Furthermore, I reviewed public records, maps and aerials. For dimensions of the building I relied on public records and information provided by the City of Marathon. For the valuation, I employed the cost estimating data service Core Logic. The attached report contains photos and spreadsheets, as well as the detailed improvement valuation and the depreciation section.

Please read the general and limiting conditions, which explain conditions and exclusions of the valuation.

The result of the appraisal as of September 10, 2017 (the day before Hurricane Irma affected the City of Marathon) conclude the depreciated construction value (ACV) of the building is as follows:

\$131,000



This Appraisal Report is to be used as basis for the 50% FEMA Rule regarding repair/rehab of the subject property. It cannot be used for any other purpose. This report will not be fully understood by users other than the building department of the City of Marathon.

I am a Florida State-Certified General Real Estate Appraiser RZ 2890; I have complied with all the rules and regulations of the Florida Real Estate Appraisal Board, USPAP and Codes and Ethics of the Appraisal Institute.

Thank you for the opportunity of providing this service to you; please do not hesitate to call with any questions or comments.

Yours truly,



Patricia E. Staebler, SRA, RS
FL State Certified General Appraiser RZ2890



Certification

For the real estate identified as follows:

868 73rd Street, Marathon, Florida
MCPAO Parcel ID 00342330-000000

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have not made a personal inspection of the property that is the subject of this report. The subject property was inspected by a representative of the City of Marathon, my client in this assignment.



- No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program of the State of Florida and my license is current until November 30, 2020.
- As of the date of this report, I have completed the continuing education program for Designated members of the Appraisal Institute until 12/31/2020.

A rectangular box containing a handwritten signature in blue ink. The signature reads "Patricia E. Staebler, SRA" in a cursive script.

Patricia E. Staebler, SRA, RS
State-Certified General Real Estate Appraiser RZ2890



GENERAL ASSUMPTIONS

The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included to assist the reader in visualizing the property. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined and considered in the appraisal report. It is assumed that the appropriate governing authority will allow the property to be used or developed in accordance with zoning and use regulations. It is assumed that all required licenses, Certificates of Occupancy, consents or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based. If any of the foregoing does not come to pass, is changed or is prohibited by subsequent action on the part of a governing authority, the values herein may be adversely affected, and this appraisal may be rendered null and void or require revision.

It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report. The sketches in this report, which are approximate only, and the photographs are included to assist the reader in visualizing the property. All data, cost estimates and statements are, in most cases, gathered from reliable sources and from reputable local or area business concerns, but in no sense guaranteed. If a survey has been included, or relied upon, it is assumed to be correct. No responsibility is assumed in the contrary and should an error in the survey sufficiently alter the subject property, this appraisal is considered null and void.

GENERAL LIMITING CONDITIONS

Definitions. In these Terms and Conditions:

“Appraisal Services Agreement” means any written agreement between Client and Appraiser for performance of the appraisal services, including any agreement entered into electronically or through a web portal; “Client” means a party identified expressly as a client in an Appraisal Services Agreement and also any party identified expressly as a client by the Appraiser in an appraisal report; and “Appraiser” means (a) the appraiser(s) performing part or all of the appraisal services and/or signing an appraisal report, (b) the firm employing such appraiser or of which the appraiser is a partner, owner, shareholder, member, officer, director or independent contractor, and (c) the employees, partners, owners, shareholders, members, officers, directors or independent contractors of any such firm.



Appraiser Independence

As required by law and professional standards, Appraiser's performance of the appraisal is independent, impartial and objective. Accordingly, Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount and cannot ensure that the opinion of value will serve to facilitate any specific objective of Client or others or advance any particular cause.

Acceptance and Applicability

These Standard Terms and Conditions for Appraisal Services and Reports ("Terms and Conditions") shall apply to any appraisal reports, contracts or orders into which they are incorporated. In addition, with respect to any appraisal report, any use of or reliance on the appraisal by any party, regardless of whether the use or reliance is authorized or known by Appraiser, constitutes acceptance of these Terms and Conditions as well as acceptance of all other appraisal statements, limiting conditions and assumptions stated in the appraisal report. An Appraisal Services Agreement may contain different provisions than stated in this document but such different provisions shall only apply between Client and Appraiser, unless the Appraisal Services Agreement expressly states otherwise.

Intended Users of Appraisal and Reliance

The only intended user(s) of the appraisal shall be Client and those parties who are identified expressly as intended users in the report. Appraiser does not intend or anticipate that any other parties will use or rely on the appraisal. The appraisal is provided for Client's and the intended user's benefit alone and solely for the use identified in the report. The appraisal may not, without Appraiser's express written authorization, be used or relied on by any other party, even if that party pays all or part of the appraisal fee, or receives or sees a copy of the report. If Appraiser has granted authorization for other parties to use or rely on the appraisal, that authorization will be subject to additional terms which may be stated by Appraiser.

Unauthorized Use or Publication

No part of the appraisal report or the Appraiser's opinions or conclusions may be published or used in any advertising materials, property listings, investment offerings or prospectuses, or securities filings or statements without Appraiser's written authorization. Any party who publishes or uses the report or Appraiser's work product without such authorization or who provides the report or Appraiser's work product for such unauthorized use or publication agrees to indemnify and hold Appraiser harmless from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in Appraiser's investigation and/or defense of any claim arising from or in any way connected to the unauthorized use or publication.

No Third-Party Beneficiaries of the Appraisal Services Agreement

Unless identified expressly in the agreement, there are no third-party beneficiaries of any Appraisal Services Agreement between Client and Appraiser pertaining to the appraisal, and no other person or entity shall have any right, benefit or interest under such agreement. The identification of a party as an intended user of the appraisal does mean that the party is a third-party beneficiary of the Appraisal Services Agreement.



Appraiser Not Responsible for Certain Conditions

Notwithstanding that Appraiser may comment on, analyze or assume certain conditions in the appraisal, Appraiser shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property, (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards, (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety, (e) contamination, mold, pollution, storage tanks, animal infestations and other hazardous conditions affecting the property, and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise.

Maximum Time Period for Legal Actions

Unless the time period is shorter under applicable law, any legal action or claim relating to the appraisal or Appraisal Services Agreement shall be filed in court (or in the applicable arbitration tribunal, if the parties to the dispute have executed an arbitration agreement) within two (2) years from the date of delivery to Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time period stated in this section shall not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages. The time period stated in this section shall apply to all non-criminal claims or causes of action of any type.

Limitations of Liability and Assignment of Claims

Professional standards for the performance of real estate appraisals require that appraisers perform their services independently, impartially and objectively. Clients and other users of appraisals often have separate legal or regulatory obligations imposed on them in relation to the appraisal process. The provisions of this section are designed to assure that an appraiser can render appraisal services in compliance with professional standards for reasonable compensation and to assure that clients and users can comply freely with their own professional and legal obligations. If any conditions are not appropriate for a particular assignment, they may be negotiated, but the modification must be in writing and signed by the parties subject to the modification.

a. Limitations of Liability

To the fullest extent permitted by applicable law, the maximum monetary liability of Appraiser or Client to each other or to any other party (regardless of whether that party's claimed use or reliance on the appraisal was authorized by Appraiser or Client) for any and all claims or causes of action relating to the appraisal or any Appraisal Services Agreement shall be limited to \$25,000 or the total compensation actually received by Appraiser for the appraisal or other services that are the subject of the claim(s) or cause(s) of action. This limitation of liability extends to all types of claims and causes of action, whether in contract or tort, including without limitation claims/causes of action based on another party's (including Appraiser's or Client's) own negligence or negligent misrepresentation, but excludes: (i) claims/causes of action for intentionally fraudulent or criminal conduct, intentionally caused injury, or unauthorized use or publication of the appraisal or Appraiser's work product, or (ii) claims/causes of action by Appraiser for the collection of unpaid compensation for the appraisal or other services (for



which the maximum recovery shall be the total amount unpaid and owing to Appraiser, plus applicable interest and late charges).

b. No Special or Consequential Damages

No party shall be liable to any other party for special or consequential damages, including, without limitation, loss of profits or damages proximately caused by loss of use of any property, regardless of whether arising from negligence or breach of the Appraisal Services Agreement or otherwise, and regardless of whether a party was advised or knew of the possibility of such damages.

No Assignment of Claims

Legal claims or causes of action relating to the appraisal or Appraisal Services Agreement are not assignable or transferrable.

Subpoenas and Testimony

In the event that Appraiser is compelled by subpoena or other legal or administrative process to provide testimony or produce documents relating to the appraisal or Appraiser's services, whether in court, deposition, arbitration or any other proceeding, the party seeking such testimony or documents agrees to compensate Appraiser for the reasonable time incurred by Appraiser in connection with preparation for and provision of such testimony and/or documents at Appraiser's rates in effect at that time and reimburse Appraiser's reasonable actual expenses.

Severability

If any provision of these Terms and Conditions is held, in whole or part, to be unenforceable or invalid for any reason, the remainder of that provision and the remainder of the entire Terms and Conditions will be severable and remain in effect.

Extraordinary Assumption

Due to the fact I could not inspect the property and because the appraisal report contains a retrospective valuation, I have to rely on certain assumptions:

- The subject property was inspected by a representative of the City of Marathon
- The public records of the Property Appraiser of Monroe County are true and correct in regard to the sketch, dimensions, property features and year built
- The subject property was in average to good condition before the date of valuation



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Appraiser’s Qualifications



Introduction

The subject property is located in the City of Marathon, Monroe County. The physical address is 868 73rd Street, Marathon, Florida 33050.

The subject property is a one-story single-family residential building. The property is constructed of masonry with a wood truss roof resulting in an ISO 2 construction classification. The property will be described in more detail in a later section of this report.

Statement in regard to the 50% FEMA appraisal requirement:

When buildings undergo repair or improvement, it is an opportunity for local floodplain management programs to reduce flood damage to existing structures. More than 21,000 communities participate in the National Flood Insurance Program (NFIP), which is managed by the Federal Emergency Management Agency (FEMA). To participate in the NFIP, communities must adopt and enforce regulations and codes that apply to new development in Special Flood Hazard Areas (SFHAs). Local floodplain management regulations and codes contain minimum NFIP requirements that apply not only to new structures, but also to existing structures which are “substantially improved (SI)” or “substantially damaged (SD).” Enforcing the SI/SD requirements is a very important part of a community’s floodplain management responsibility. There are many factors that local officials will need to consider and several scenarios they may encounter while implementing the SI/SD requirements.¹

According to FEMA rules and regulations², the following items can be included in an appraisal for the 50% FEMA Rule:

All structural elements, including:

- Foundation
- Slabs
- Bearing walls, tie beams and trusses
- Floors and ceilings
- Attached decks and porches
- Interior partition walls
- Exterior wall finishes (brick, stucco, siding) including painting and moldings
- Windows and doors
- Hardware

¹ Substantial Improvement/Substantial Damage Desk Reference, FEMA Publication 758

² Substantial Improvement/Substantial Damage Desk Reference, FEMA Publication 758



All interior finishing elements, including:

- Floor finishes
- Bathroom cabinets and fixtures
- Wall and ceiling finishes
- Kitchen cabinets and fixtures
- Built-in bookcases, cabinets, and furniture
- Hardware

All utility and service equipment, including:

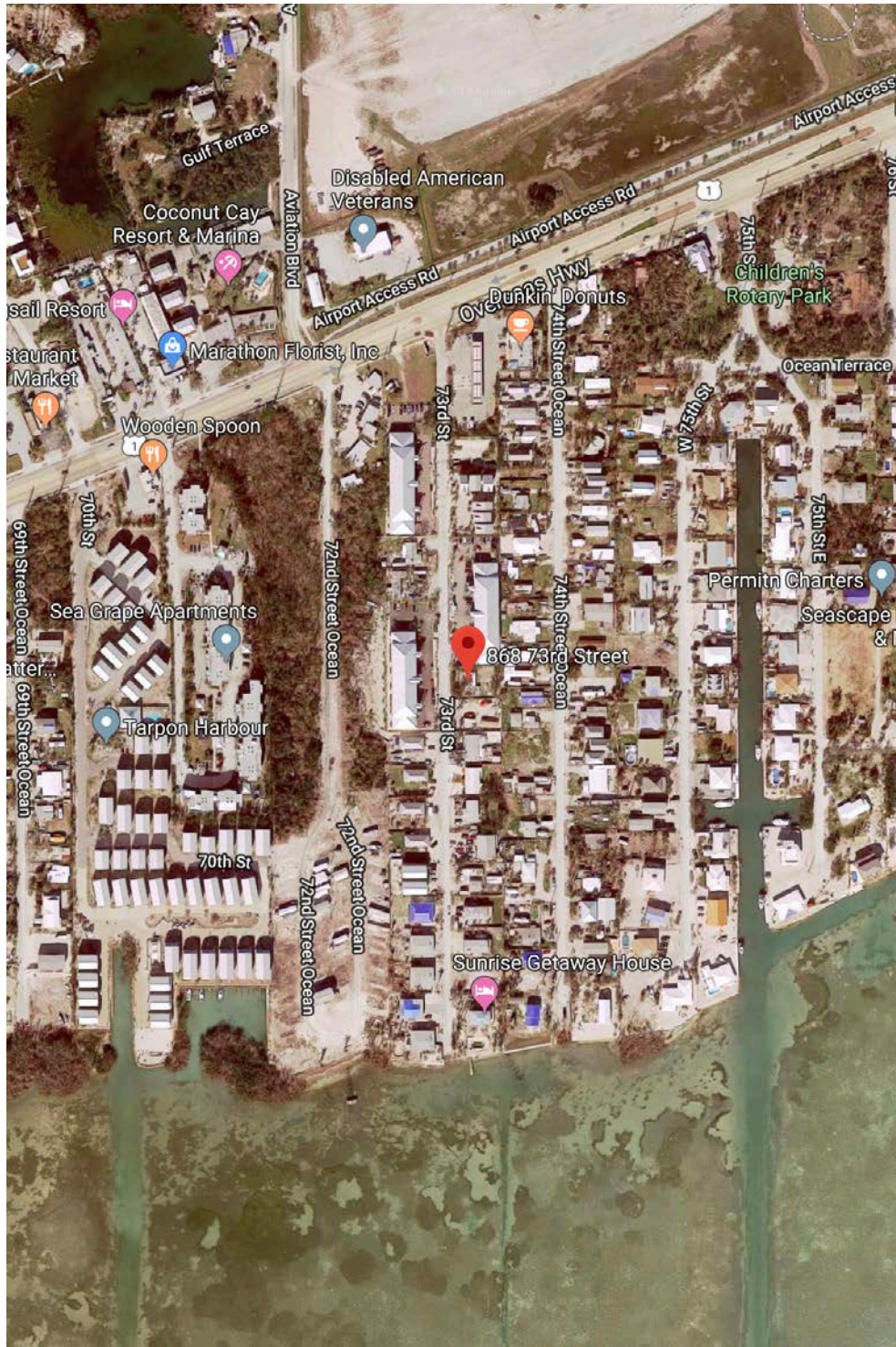
- HVAC equipment
- Plumbing and electrical services
- Light fixtures and ceiling fans
- Security systems
- Built-in kitchen appliances
- Central vacuum systems
- Water filtration, conditioning, or recirculation systems
- Overhead and profit

The items listed below **cannot** be included:

- Plans and specifications
- Survey costs
- Permit fees
- Post-storm debris removal and clean up
- Landscaping
- Sidewalks
- Fences
- Yard lights
- Swimming pools
- Screened pool enclosures
- Detached structures (including garages, sheds and gazebos)
- Landscape irrigation and lighting systems

Please refer to the following section, which will help to visualize the improvements and the property location, followed by the valuation section:

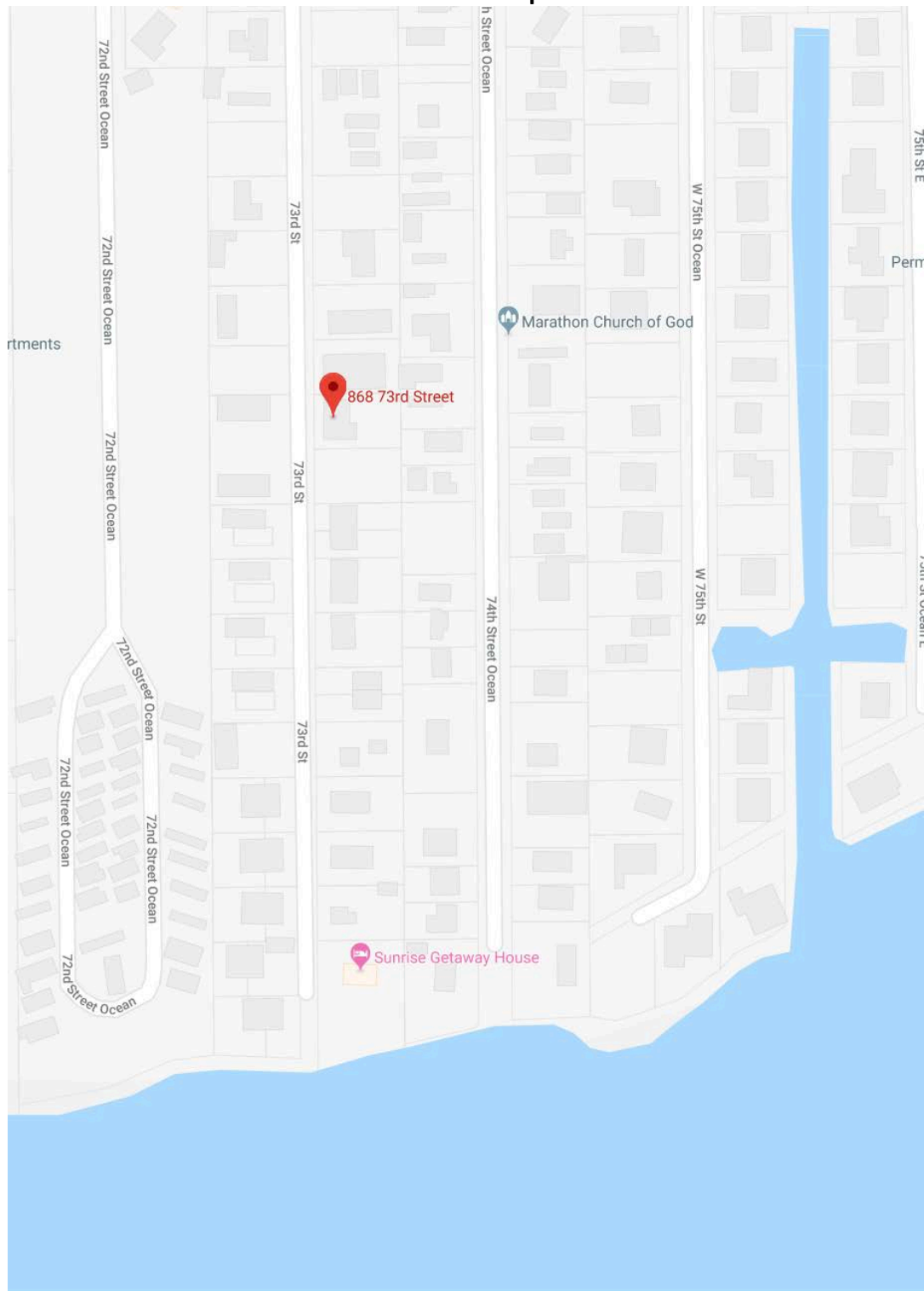
Aerial View



Aerial View Close

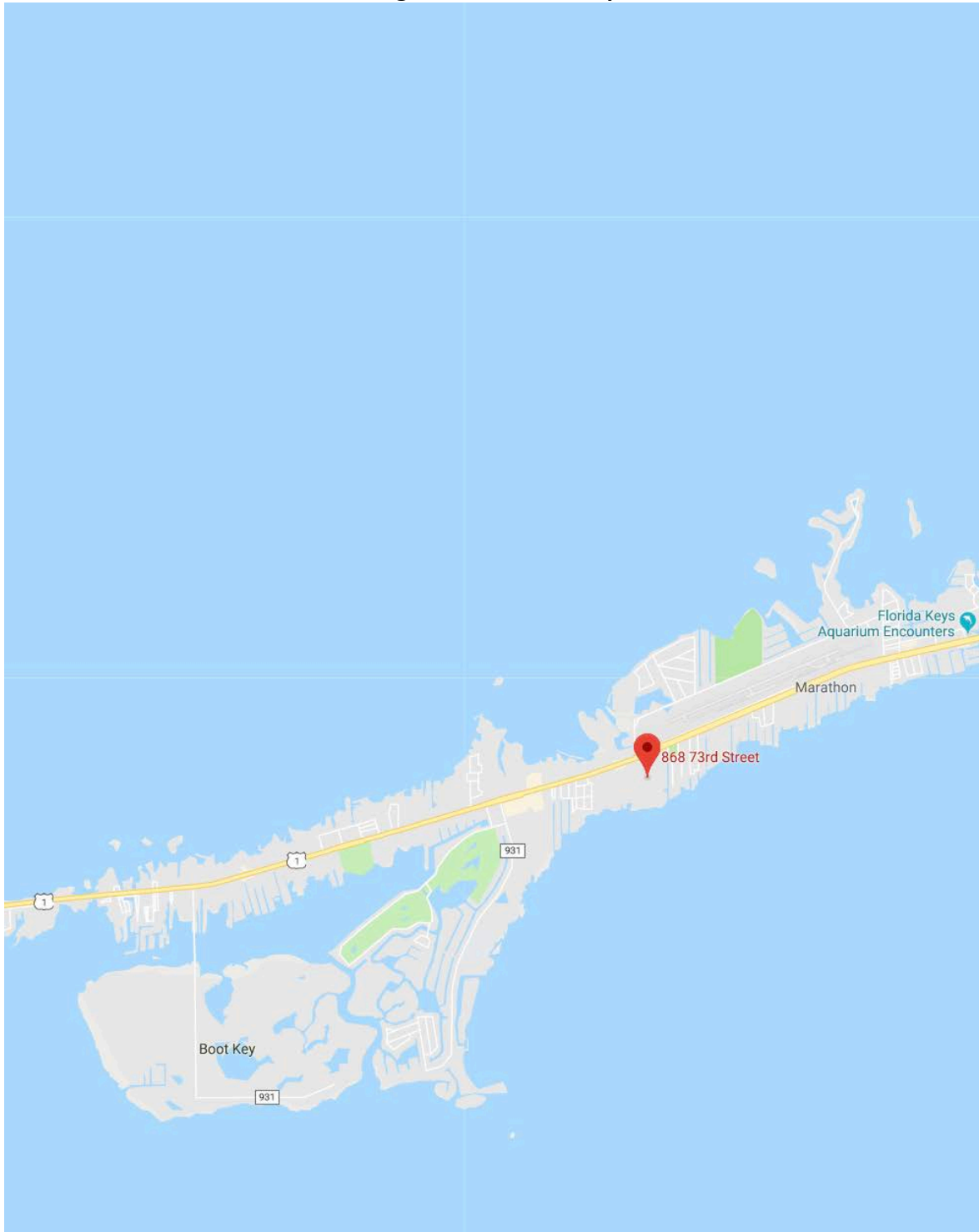


Location Map

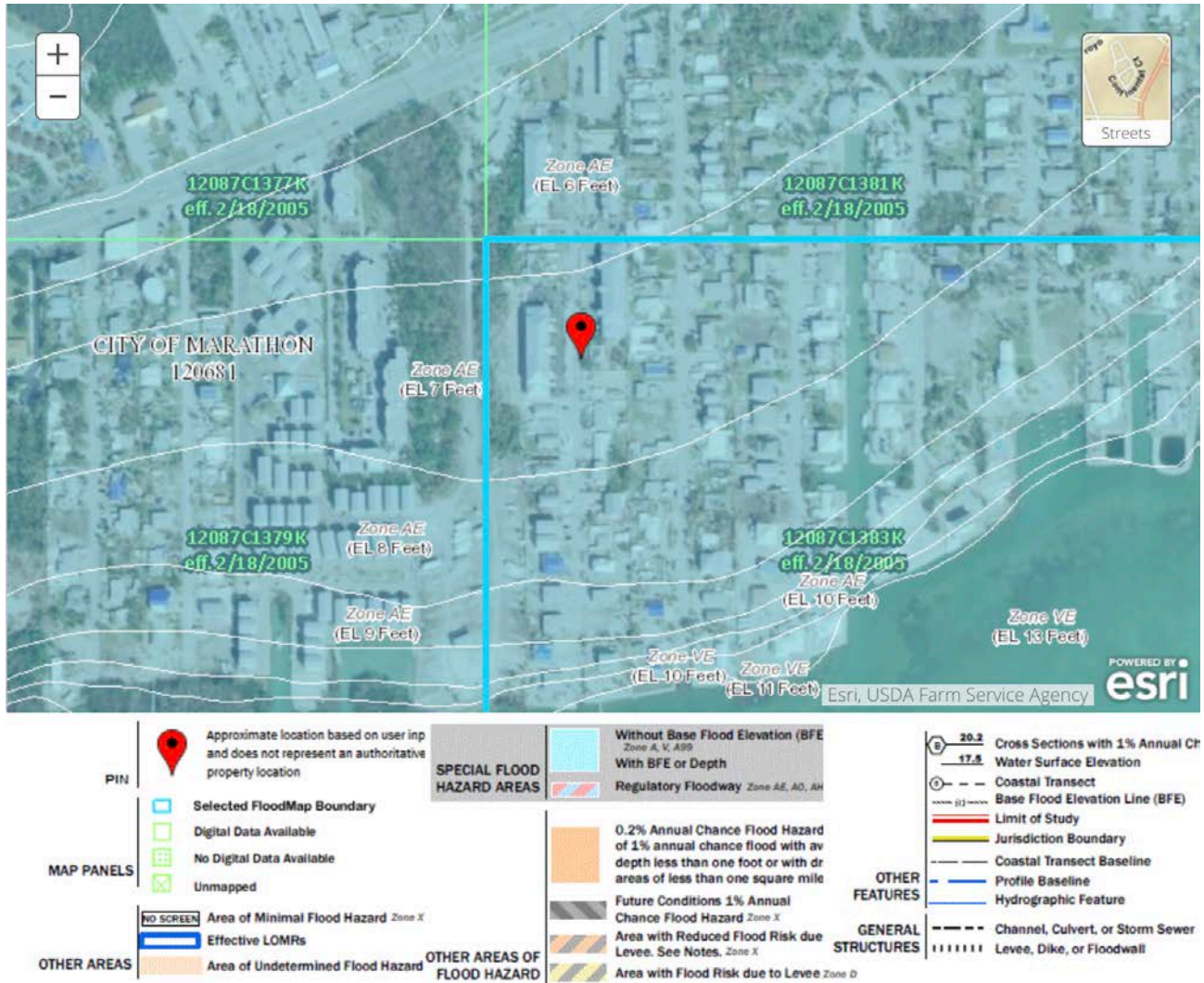




Regional Location Map



Flood Map



The subject property is located in flood zone AE with a base flood elevation of 7 feet, according to FEMA FIRM panel 12087C1383K, effective February 18, 2005.



Wind Speed Location Map

ATC Hazards by Location

868 73rd St, Marathon, FL 33050, USA Search

Coordinates: 24.7179343, -81.06168780000002

Wind
Snow
Tornado
Seismic

Print these results
Save these results

ASCE 7-16 *Select a dataset to view contours.*

MRI 10-Year 90 mph

MRI 25-Year 116 mph

MRI 50-Year ▲ 131 mph

You are in a wind-borne debris region if you are also within 1 mile of the coastal mean high water line.

MRI 100-Year ▲ 151 mph

You are in a wind-borne debris region.

Risk Category I ▲ 171 mph

You are in a wind-borne debris region.

Risk Category II ▲ 182 mph

You are in a wind-borne debris region.

Risk Category III ▲ 202 mph

If the structure under consideration is a healthcare facility, you are in a wind-borne debris region. If other occupancy, use the Risk Category II basic wind speed contours to determine if you are in a wind-borne debris region.

Risk Category IV ▲ 202 mph

You are in a wind-borne debris region.

ASCE 7-10 *Select a dataset to view contours.*

MRI 10-Year 90 mph

MRI 25-Year 116 mph

MRI 50-Year ▲ 131 mph

You are in a wind-borne debris region if you are also within 1 mile of the coastal mean high water line.

MRI 100-Year ▲ 151 mph

You are in a wind-borne debris region.

Risk Category I ▲ 171 mph

You are in a wind-borne debris region.

Risk Category II ▲ 182 mph

You are in a wind-borne debris region.

Risk Category III-IV ▲ 202 mph

If the structure under consideration is a healthcare facility, you are in a wind-borne debris region. If other occupancy, use the Risk Category II basic wind speed contours to determine if you are in a wind-borne debris region.

ASCE 7-05 *Select a dataset to view contours.*

ASCE 7-05 Wind Speed ▲ 152 mph

Photo Section

Photos taken from Realtor listing³



³ https://www.movoto.com/realestate/868-73rd-street-ocean-st-marathon-fl-33050-437_578291







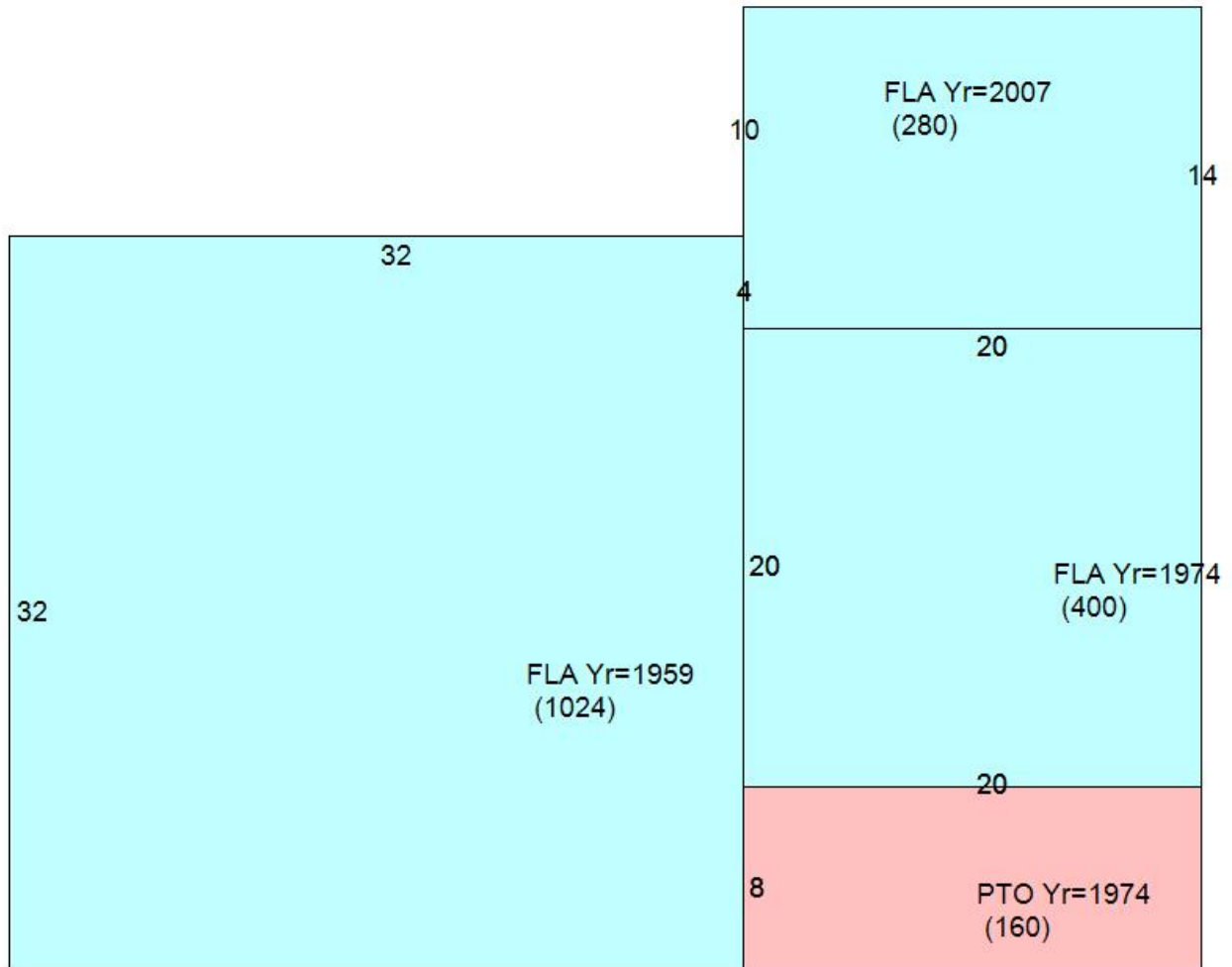


Improvement Description

Improvement Description Single-Family Building	
Construction	ISO 2, Joisted Masonry
Stories	1
Year Built	1959
Historical Age	59 Years
Foundation	Footer
Floor System	Concrete
Exterior Walls	Stucco on Masonry
Interior Walls	Wood Frame
Roof System	Wood Trusses
Roof Cover	Built-up
Windows	Not impact resistant
Doors	Not impact resistant
HVAC	Central
Construction Quality	Average
Condition	Average



Building Sketch





Dimensions

Dimensions	
Living Area	1,424 SF
Open Porch	280 SF
Patio	160 SF



Scope of Work

The scope of work for this assignment is to appraise the improvements of the subject property **without** the underlying land value and develop an opinion of the depreciated value of the structure. As the assignment calls for the depreciated value of the improvements only, no Sales Comparison or Income Approach is necessary. A development of Highest and Best Use is also not necessary for this kind of assignment.

In order to estimate the replacement value new of the improvements, I have utilized the cost service published by Core Logic. This national cost estimating publication covers a wide range of improvement types and construction qualities utilizing regional, location, size, climate and cost modification multipliers.

Furthermore, it is vital to understand that the “replacement value new” will be calculated based on the as-built condition of the structure. No current code considerations such as impact openings, elevation, updated utilities, etc. are included.

Owner of Record

Chad Tracy
868 73rd St Ocean
Miami Beach, FL 33141

Identification of the client

The client is the City of Marathon.

Identification of the users

The only user of this appraisal report is the City of Marathon.

Identification of the Subject Property

The subject property is identified with the Monroe County Property Appraiser Parcel ID# 00342330-000000.

Date of the Appraisal

The date of the appraisal is the day before the hurricane affected the City of Marathon, September 10, 2017; the date of the appraisal report is December 19, 2018.



Purpose and Function of the Appraisal

The purpose of the appraisal is to estimate the depreciated value of the improvements without the underlying land value to determine the permissible amount for renovations for the subject property.

Flood Map Information:

The subject property is located in flood zone AE with a base flood elevation of 7 feet, according to FEMA FIRM panel 12087C1383K, effective February 18, 2005. The Flood Zone data is for informational purposes only; flood zones should always be verified with FEMA or the local building department. A copy of the flood map was presented in the map and aerial section.

Definitions:

Living Area:

All enclosed space which is air conditioned.

Additional Living Area:

Space, which might have been utility space or an open area, which was converted and added to the living area.

GBA (Gross Building Area):

The total floor area of a building, measured from the exterior of the walls. The area includes conditioned space, garages and open porch areas under main roof.

Garage and Garage Ratio:

Only attached garages will be included in a FEMA appraisal. We establish the ratio to apply the proper percentage to the occupancy single-family home vs. parking.

50% Rule:

The 50% Rule is a National Flood Insurance Program (NFIP) regulation which states that structures whose lowest living floor does not meet or exceed the current required Base Flood Elevation (BFE) specified on the Flood Insurance Rate Map (FIRM) may not be substantially improved.



Substantial Improvement:

Substantial improvement is any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which exceeds 50% of the depreciated construction value of the structure before the start of construction of the improvement.

Replacement Value New:

Replacement Cost Value (RCV) determines the cost of the “as-built” condition of the structure, without consideration of the underlying land value, depreciation, and code upgrades.

Actual Cash Value:

“Actual cash value (ACV) is the cost to replace a building on the same parcel with a new building of like-kind and quality, minus depreciation due to age, use, and neglect. ACV does not consider loss in value simply due to outmoded design or location factors. The concept of ACV is used in both the insurance industry and the construction industry. In most situations, ACV is a reasonable approximation of “market” value of the structure.

Depreciation accounts for the physical condition of a structure. Depreciation does not take into account functional obsolescence (e.g., outmoded design or construction that pre-dates current codes) or factors that are external to the structure (e.g., reputation of schools or distance to shopping and parks). Commercially available references provide tables and formulas to calculate physical depreciation. These tables and formulas are objective and are used by most professionals in the fields of property appraisal and building inspection.”⁴

Appraisal Methodology:

Based on the FEMA “Substantial Improvement and Substantial Damage Desk Reference”, there are four different ways to determine the depreciated value of a property for the 50% FEMA Rule appraisal:

1. Market Value Appraisal
2. Adjusted Assessed Value
3. Qualified Estimates
4. Actual Cash Value (ACV)

⁴ Substantial Improvement and Substantial Damage Desk Reference FEMA P-758 / May 2010 4.5.3.



1. The Professional Property Appraisal refers to the “every-day” market valuation based on sales comparables, while deducting the land and every site improvement, such as pools, detached structures, etc. There are disadvantages when using market valuation:

- In built-out coastal areas, it might be difficult to find appropriate land sales to establish land value for the subject property to deduct the land from the market value.
- Market value can range significantly depending on the economy. For example, during the recession, a property could have a much lower market value, allowing for much less construction based on the 50% FEMA rule when compared to the upper end of the economic cycle, when property values are soaring. Construction costs do not increase or decrease proportionally to the market value of real estate, and it is my opinion that market value is the wrong method of valuation for the 50% FEMA Rule appraisal.

2. The Adjusted Assessed Value is based on the property appraiser or assessor’s value and has the same limitations as the market value with the added disadvantage that it lags one year behind the market development. Furthermore, the assessed value is usually much lower than the market value because property appraisers have a 10-15% leeway in assessing property.

3. Qualified Estimates are developed by a “qualified official” of the building department, which are usually not being used to ensure impartiality between the property owner and the building department.

4. Actual Cash Value (ACV) is the fourth method for the 50% FEMA rule appraisal, and in my opinion, the only valid valuation, because this method:

- Estimates the cost of construction “as-built”
- Allows for proper application of depreciation
- Does not consider land value
- Does not include any site improvements
- Is easy to understand by construction professionals, building contractors and building officials alike



To develop the actual cash value (depreciated value of the structure) the following steps will be taken:

- Determination of replacement value new (RCV)
- Calculation of depreciation
 - Useful life
 - Historical age/effective age
- RCV minus depreciation to arrive at ACV

Highest and Best Use

Because the scope of work explicitly demands the valuation of the improvements only, without the underlying land value and without consideration of the market value, no development of the highest and best use is necessary.



Occupancy used in this valuation:

House, Single Family

This occupancy represents a typical, single-family, one or two-story structure. Based on the square footage of the building, this structure will vary the size of the kitchen and increase the number of bedrooms, bathrooms, and specialty rooms as the home becomes larger. Examples of specialty rooms include the living room, dining room, den, and large foyer.

Included:

- Bathroom Cabinets
- Carpeting
- Ceramic Tile
- Cooling System
- Heating System
- Kitchen Cabinets
- Sheet Vinyl Flooring
- Telephone Wiring

Not Included:

- Appliances
- Furniture
- Window Treatments

Multiplier used for this valuation:

Multiplier Calculation	
Wind/Weather Extremes	1.05
Local	1.14
Current	1.01
Total	1.21

Besides the usual *local* and *current* multipliers, I used *wind/weather extremes* for the general location. The Key West location is represented with the local multiplier of 1.14; current cost corrections are contained in the “current” multiplier with 1.01.



Replacement Value (NEW)

Valuation Detailed Report



12/17/2018

VALUATION

Valuation Number:	City of Marathon	Effective Date:	12/14/2018
Value Basis:	New Construction	Expiration Date:	12/14/2019
		Cost as of:	06/2018

BUSINESS

City of Marathon
 9805 Overseas Highway
 Marathon, FL 33050 USA

LOCATION 4 - Tracy Residence

Tracy Residence
 868 73rd Street
 Marathon, FL 33050 USA

Location Adjustments

Climatic Region:	3 - Warm
High Wind Region:	3 - Major Damage
Seismic Zone:	1 - No Damage

BUILDING 001 - Single-Family Residence

Section 1

SUPERSTRUCTURE

Occupancy:	100% House, Single Family	Story Height:	9 ft.
Construction Type:	100% Masonry (ISO 2)	Number of Stories:	1
Gross Floor Area:	1,424 sq.ft.	Irregular Adjustment:	None
Construction Quality:	2.0 - Average 2.0		
Year Built:			

Adjustments

User Adjustment Factor:	1.21 - Multiplier		
Hillside Construction:	Degree of Slope: Level	Site Accessibility:	Good
	Site Position: Unknown	Soil Condition:	Good

Fees

Architect Fees:	0% is included
Overhead and Profit:	20% is included



Valuation Detailed Report

12/17/2018

SUMMARY OF COSTS	User Provided	System Provided	Replacement	Exclusion
SUPERSTRUCTURE				
Site Preparation			\$358	
Foundations			\$19,306	
Foundation Wall				
Interior Foundations				
Slab On Ground				
Exterior			\$62,694	
Framing				
Exterior Wall	20% Wall Openings			
Exterior Wall	100% Stucco on Masonry			
Structural Floor				
Roof				
Material	100% Built-Up/Tar and Gravel			
Pitch	100% Flat			
Interior			\$57,112	
Floor Finish	100% Tile, Ceramic			
Ceiling Finish	100% Paneling, Wood			
Partitions				
Length	100 ft.			
Structure	100% Studs, Girts, etc.			
Finish	100% Drywall			
	97% Paint			
	97% Textured Finish			
	3% Tile, Ceramic			
Mechanicals			\$38,595	
Heating	100% None			
Cooling	100% Thru-Wall Units			
Fire Protection				



Valuation Detailed Report

12/17/2018

SUMMARY OF COSTS	User Provided	System Provided	Replacement	Exclusion
Plumbing	8 Total Fixtures			
Electrical	100% Average Quality			
Elevators				
Built-ins			\$10,056	
SUBTOTAL RC			\$188,122	
ADDITIONS				
Custom Items				
	Open Porch		\$11,200	
	Patio		\$2,400	
Total Additions			\$13,600	
TOTAL RC SECTION 1			\$201,722	
TOTAL RC BUILDING 001 Single-Family Residence			\$201,722	

Note: 100% tile floor cover assumed, due to lack of information.

CoreLogic costs include labor and material, normal profit and overhead as of date of report. Costs represent general estimates which are not to be considered a detailed quantity survey. These costs include generalities and assumptions that are common to the types of structures represented in the software.

The commercial contents values CoreLogic publishes in this report are estimates only and the values CoreLogic produce should not be considered the actual value of commercial contents insurance coverage that should be underwritten for the insured.

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Conclusion Final Replacement Value New

I had discussions with builders familiar with construction in the market area. Properties such as the subject building could be constructed for a square foot cost (enclosed area) of \$130-\$160, considering the island location. This cost/SF is higher than seen in other properties because the subject property is rather small when compared to an average 2,000 SF home. Taking the economy of scale into consideration, the higher cost/SF is reasonable. **Please keep in mind this cost per SF does not consider any code upgrades, such as elevation, impact resistant openings and all other compliances with the Florida Building Code.**

Considering the builder's estimate the construction cost ranges from rounded \$185,000 to \$228,000. The final value (RCV New) is \$202,000 (rounded) which is \$142 per SF of total enclosed area (1,424 SF). The Core Logic valuation goes along with the general contractor's opinion and estimate of cost/SF.

Final Replacement Value New

\$202,000 (rounded)



Calculation of Depreciation

Typical Life Expectancy

OCCUPANCY	CLASS	A	B	C	D	S
SECTIONS 12 & 42, RESIDENCES, MULTIPLES (GARDEN APTS.) AND MOTELS						
Single-family and guest houses, excellent and high value .		----	----	65	60	----
average, good and very good		----	----	60	55	55
fair quality		----	----	55	50	----
low cost		----	----	50	45	----

The typical life expectancy (also called useful life) for a single-family home of average quality is 55 – 60 years, as indicated in the national cost data publication Marshall and Swift. Keep in mind that the term useful life was introduced in the “valuation world” to quantify the time at which the structure might not be longer used for its intended purpose. A structure such as the subject property can have a perpetual life, if maintained on a regular basis and renovated from time to time to keep up with market expectations.

I examined statistical data of single-family homes in the city of Marathon and found, there are multiple buildings with the same use, which are beyond the “industry normed” expected life, see the following spreadsheet.

Statistics RECAP SFR	
Total Properties Surveyed	2,823
Property Type	SFR Detached
Year Built Range	1928 - 2000
Subject Properties Range Year Built	1953-1963
Oldest Building Historical Age	90
Oldest Building Effective Age	15
Buildings beyond industry normed age (55-60)	713
Average Historical Age (713 in age group)	61
Average Effective Age (713 in age group)	22

I surveyed a total of 2,823 residences all built between 1928 and 2000. The subject property falls within a range of examined properties built between 1953 and 1963. The average historical age (61) and the estimated corresponding effective age (22) is shown in the spreadsheet above. Some of the properties at the top of the age range have historical ages of 80 - 90 years with an effective age ranging from 15 to 40 years.



What we can learn from these numbers is the fact that the industry normed typical life does not apply to the full extent. However, for the calculation of the depreciation it is necessary to come to a conclusion for the life expectancy. Based on observed ages of similar property and based on my familiarity with real estate in the market area, it is my professional opinion the life expectancy of the subject property should be found above the industry normed range at **60 - 65 years.**



Economic Age/Life Method

Please recall, that FEMA rules and regulations do not require to account for functional obsolescence, therefore the only forms of depreciation to be included in the depreciation consideration is deferred maintenance and deterioration in general. Based on my observation, the current condition of the building and its general age it is my opinion the building has an effective age of **25-30 years**.

To calculate the depreciation, two methods are available:

1. Marshall and Swift Depreciation Tables
2. Age over Life Method

Both methods are straight-line depreciation methods and are valid to use for depreciation in a FEMA appraisal, because functional obsolescence does not have to be considered. To be inclusive, I will calculate both methods and derive an average of the two depreciation methods.

1. Marshall and Swift Depreciation Table

EFFECTIVE AGE IN YEARS	TYPICAL LIFE EXPECTANCY IN YEARS										
	70	65	60	55	50	45	40	35	30	25	20
	DEPRECIATION – PERCENTAGE										
1	0	0	0	1	1	1	1	2	2	3	3
2	1	1	1	2	2	2	3	4	4	6	7
3	1	2	2	2	3	3	4	5	6	9	11
4	2	2	3	3	4	4	5	7	9	12	15
5	2	3	4	4	5	6	7	9	12	15	20
6	3	4	4	5	6	7	9	11	14	18	24
7	4	5	5	6	7	8	10	13	17	22	28
8	4	5	6	7	8	10	12	15	19	25	33
9	5	6	7	8	10	11	14	17	22	29	38
10	5	7	8	9	11	13	16	20	25	32	43
11	6	8	9	10	12	14	18	22	28	36	48
12	7	9	10	11	13	15	20	24	31	40	53
13	8	10	11	12	15	17	22	26	34	44	57
14	8	10	12	13	16	19	24	29	37	48	61
15	9	11	12	15	17	21	26	32	40	52	66
16	10	12	13	16	19	23	28	34	43	55	70
17	10	13	15	17	20	25	30	37	46	59	73
18	11	14	16	19	22	27	32	40	50	63	76
19	12	15	17	20	24	28	34	43	53	67	78
20	13	16	18	21	25	30	37	45	56	71	79
22	14	17	20	23	28	34	42	51	62	76	80
24	16	20	23	26	31	38	47	57	68	79	
26	18	22	25	29	35	43	52	62	74	80	
28	20	24	28	33	39	47	57	68	77		
30	22	27	31	36	44	52	62	71	79		
32	24	29	34	40	47	56	67	74	80		
34	27	32	37	44	51	60	71	77			
36	29	35	40	47	55	65	74	79			
38	32	38	43	51	59	69	77	80			
40	35	41	47	55	63	72	79				

The average depreciation based on the presented depreciation table is **25%**.



2. Age over Life Method

The effective age and total economic life expectancy of a structure are the primary concepts used in measuring depreciation using age-life relationships. In the economic age-life method, total depreciation is estimated by calculating the ratio of the effective age of the property to its economic life expectancy and applying this ratio to the property's total cost.⁵

Economic Age/Life Formula:

Effective Age /Life Expectancy times Total Cost New (RCV) = Depreciation

Economic Age/Life Formula				
Effective Age	Life Expectancy	Total Cost	Depreciation	In Percent
25	60	\$202,000	\$84,167	42%
30	60	\$202,000	\$101,000	50%
25	65	\$202,000	\$77,692	38%
30	65	\$202,000	\$93,231	46%
Average				44%

Because I concluded to a range of useful life and a range of effective age, the spreadsheet displays four calculations, which are average. The depreciation using the Age over Life Method results in **44%**.

Average Depreciation:

Because both methods are consistently used for the cost approach, and both methods have their advantages and disadvantages, I will utilize both methods and derive an average depreciation percentage, resulting in an average depreciation of 35%, see spreadsheet below:

Average Depreciation	
M&S Tables	25%
Age over Life	44%
Average	35%

⁵ The Appraisal of Real Estate 13th Edition, The Appraisal Institute



Final Depreciated Value

Replacement Value (RCV)	\$202,000
Minus Depreciation 35%	<u>\$70,700</u>
Depreciated Value (ACV)	\$131,300

For this appraisal assignment, I valued the subject property in its current condition by calculating the replacement value new without consideration of the current building code requirements, such as elevation. I took all property elements into consideration which are permissible by FEMA rules and guidelines⁶ and excluded all site improvements which are not attached to the building.

The useful life of the building and its effective age resulted in the computation of the depreciation which I applied to the replacement value resulting in the depreciated value of the structure.

Final depreciated value of the structure:

\$131,000 (rounded)

⁶ Substantial Improvement/Substantial Damage Desk Reference, FEMA Publication 758



Addenda

- Appraiser's Qualifications
-

Patricia E. Staebler, SRA, RS
State Certified General Appraiser RZ 2890

Bradenton, Florida 34212 ▪ 941.705-0123 ▪ patricia@staeblerappraisal.com

career summary

Background encompasses managing engineering office, on-site construction cost control, project management, technical understanding of construction procedures, staff training for interns, staff training middle management, property management residential and commercial 60+ units, insurance claims adjusting, extensive experience in eminent domain appraisal, commercial and residential real estate appraisal.

expertise

Insurable Value Appraisal
Reserve Studies
50% FEMA Rule Appraisal
Cost Segregation Analysis
Pre-Construction Consulting for accelerated depreciation
Construction Cost Estimating
Construction bidding process
Project Control/Management
Site Development Supervision
Eminent Domain
Subdivision Development
Highest and Best Use Studies
Market Analysis
Due Diligence/Entitlements

valuation disciplines

Insurance Appraisals:

Condominium buildings
Homeowner's associations – common elements
Subdivisions
Mobile home parks
Yacht clubs
Golf and Country clubs
Marinas
Historical buildings
Special use property
Circus Sarasota

Sport centers
CDD districts

Mid- and high-rise buildings (among others):

Ironwood, Bradenton
Sunset Watch, Tierra Verde
Lawrence Point, Sarasota
Aquarius Club, LBK
Longboat Cove, LBK
Sarabande, Sarasota
Plymouth Harbor, Sarasota
Bayshore on the Lake, Bradenton
Plaza at Five Points
Rivo at Ringling
Gull Harbor

Reserve Studies:

Condominium Associations
Homeowner's Associations
Cooperatives
CDD Districts
Special use properties
Churches, cathedrals
Church parishes
Golf and Country Clubs
Marinas

50% FEMA Rule Appraisal

Residential single and multi-family property
Hotels and Resorts
Office buildings among other commercial property
Marinas
Restaurants
Industrial property, water treatment plant, waste transfer station
Expert consulting and court testimony

Cost Segregation

Hotels
Multifamily apartment buildings
Surgical centers
Medical Office buildings

Mobile home parks
Restaurants

professional experience

2006 - current Independent Practice Staebler Appraisal and Consulting
2011 - 2014 Special Magistrate Manatee County
2006 - 2011 Senior Project Manager Valupoint Consulting/Southeast Market Analysts
2004 - 2005 Resident Review Adjuster IMS Claims Services
2001 - 2005 Erickson Appraisers, Staff Appraiser Eminent Domain
1999 - 2000 Independent Consultant for Management and Staff Training
1993 - 1999 MLT Real Estate Management
1988 - 1997 Allied Consulting Engineers Berlin, Project Control Management
1987 - 1988 IBS Engineering Office, Management Intern
1983 - 1986 Steigenberger SRS Hotels, Director Housekeeping

education

2017 RS Designation Community Association Institute
2010 SRA Designation Appraisal Institute
2006 Florida State Certified General Appraiser
2005 Accredited Insurance Adjuster, University of Central Florida
2001 Licensed Real Estate Broker
1985 Professional Trainer, Institute for Commerce and Industry Germany
1983 Degree in Hotel Management, Steigenberger Academy

education and training

Basic Income Capitalization	Appraisal Institute
Advanced Income Capitalization	Appraisal Institute
Advanced Applications	Appraisal Institute
15-hour USPAP	Appraisal Institute
Residential Market Analysis and Highest and Best Use	Appraisal Institute
Residential Site Valuation and Cost Approach	Appraisal Institute
Real Estate Finance Statistics and Valuation Modeling	Appraisal Institute
Advanced Residential Applications and Case Studies	Appraisal Institute
Advanced Residential Report Writing	Appraisal Institute
Analyzing Distressed Real Estate	Appraisal Institute
Florida Supervisor Trainee Roles and Rules	Appraisal Institute
Florida State Law Update for Real Estate Appraisers	Appraisal Institute
Business Practices and Ethics	Appraisal Institute
REO Appraisal: Appraisal of Residential Property Foreclosure	Appraisal Institute
An Introduction to Valuing Green Buildings	Appraisal Institute
General Market Analysis and Highest and Best Use	Appraisal Institute
The New Residential Market Conditions Form	Appraisal Institute

Subdivision Valuation	Appraisal Institute
The Discounted Cash Flow Model	Appraisal Institute
Analyzing Tenant Credit Risk + Commercial Lease Analysis	Appraisal Institute
Fundamentals of Separating Real and Personal Property and Intangible Business Assets	Appraisal Institute
Advanced Spreadsheet Modeling	Appraisal Institute
Evaluating Commercial Construction	Appraisal Institute
Residential Cost Estimating	R. S. Means
Commercial Cost Estimating	R. S. Means
Building Envelope Symposium	RCI Building Envelope Consultants

professional affiliations

The Appraisal Institute
 CAI, Community Association Institute
 RCI, Building Envelope Consultants
 GCBX, Gulf Coast Builders Exchange
 DAC, Designated Appraiser Council

Current:

2015-2018 Region X Representative Appraisal Institute
 2015-2017 Delegate Leadership and Advisory Council of the Appraisal Institute
 2018-2021 Board of Directors, Gulf Coast Chapter of the Appraisal Institute
 Chair Bylaws and Governance, Gulf Coast Chapter of the Appraisal Institute

Past:

2011-2014 Board Member Appraisal Institute Florida Gulf Coast Chapter
 2011-2014 Board Member CAI Community Association Institute
 2011-2013 Treasurer CAI Community Association Institute
 2011 Graduate of Public Leadership Institute
 Board Member Habitat for Humanity
 Lieutenant Governor Kiwanis District Berlin
 Member Kiwanis Club of Bradenton
 Member Kiwanis Club of Lakewood Ranch
 Chair Junior Leadership Manatee
 2003 Graduate Manatee Leadership
 Past Florida Delegate Legislative Alliance Community Association Institute, CAI

speaking engagements, among multiple others

Manatee Association of Realtors, Commercial Brokers: "Cost Segregation Analysis and its advantages for your commercial clients"
 Community Association Institute: "Florida Law Changes for Condominium Associations"
 Multiple Seminars and Presentations

publications

The West Florida Wire: Accurate Insurance Appraisal Reports
Community (CAI Magazine): The Underfunded Association
Reserve Study and Insurance Appraisal Handbook for Managers and Board Members
The Appraisal Journal: The 50% FEMA Rule Appraisal
2017 Swango Award Recipient for “The 50% FEMA Rule Appraisal”

seminars (Authored and Taught by Patricia Staebler)

Reserve Studies – Overview and Discussion
Insurance Appraisals – Minimum Contents
Insurance Appraisals and their Complexity
Reserves – From Measuring the Component to Pooling or Non-Pooling
The 50% FEMA Rule Appraisal – a national webinar for the Appraisal Institute
Insurance Replacement Valuation - a national webinar for the Appraisal Institute
AI Connect Seminar: Insurance Appraisal – An Emerging Appraisal Discipline
“The 50% FEMA Appraisal” registered in Florida for Appraiser CEU credits 2016
“Flood Zones and their Influence on Coastal Communities and their Construction Projects”
registered in Florida for Community Association Managers CEU credits 2017

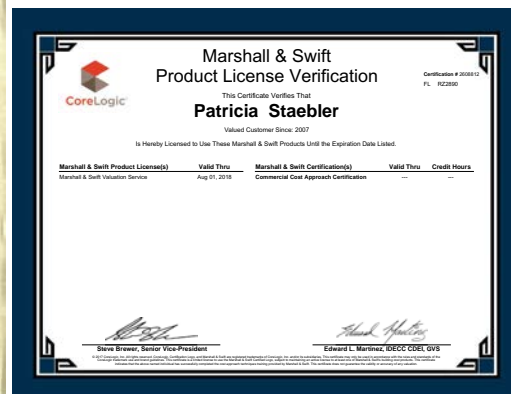
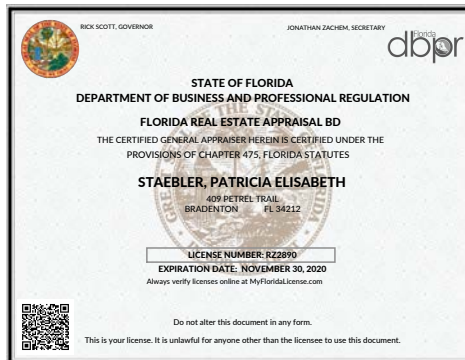


EXHIBIT 13

Estimated Cost Of Reconstruction / Improvements

Parcel ID 00342330-000000

Address 868 73RD ST OCEAN

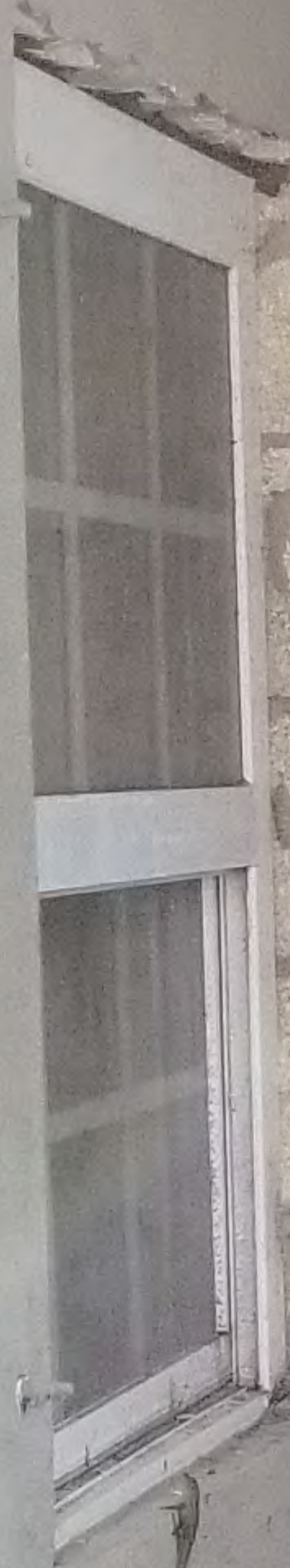
When submitting an application for remodeling, rehabilitation, and/or additions each category must be broken down into labor and material costs. The final price must be a total price for all proposed finished work. Overhead and profit should be included. Costs related to site work are not considered as part of work on buildings or other structures and will not be counted in the cumulative total.

The Cost Estimate of reconstruction / improvement must be prepared and signed by a licensed General Contractor.

Construction Type	Means Estimate	CGC Estimate	Difference
Demolition	3800	2600	1200
Foundation complete	6090	0	6090
Structural Steel	325	325	0
Masonry Walls	7113	3734	3379
Concrete Slab (area)	0	0	0
Concrete Columns (poured or driven)	15400	12000	3400
Carpentry complete	650	0	650
Gas Complete	0	0	0
Stucco	2200	2200	0
Mirrors and Fixed Glass	150	150	0
Central Vacuum	0	0	0
Elevator	0	0	0
Appliances (Built in)	5600	2200	3400
Water Softener	0	0	0
Trusses	See below	See below	See below
Roofing (Complete)	14400	11448	2952
Mechanical Complete	600	600	0
Pumping Complete	6500	6500	0
Electrical Complete	14000	10000	4000
Lighting Fixtures	500	500	0
Ceiling Fans	500	500	0
Intercom or Alarm Systems	0	0	0
HVAC Complete	10300	8000	2300
Exterior Doors and Windows	5380	1400	3980
Exterior Finish	7800	3300	4500
Insulation Complete	3400	3400	0
Drywall Complete	11300	6500	4800
Ceramic Tile Complete	4100	4100	0
Fireplace	0	0	0
Painting Complete	8200	3700	4500
Cabinets Complete	9000	4500	4500
Other	4000	4000	0
Total	145158	94766	50392

EXHIBIT 14

EXHIBIT 14











































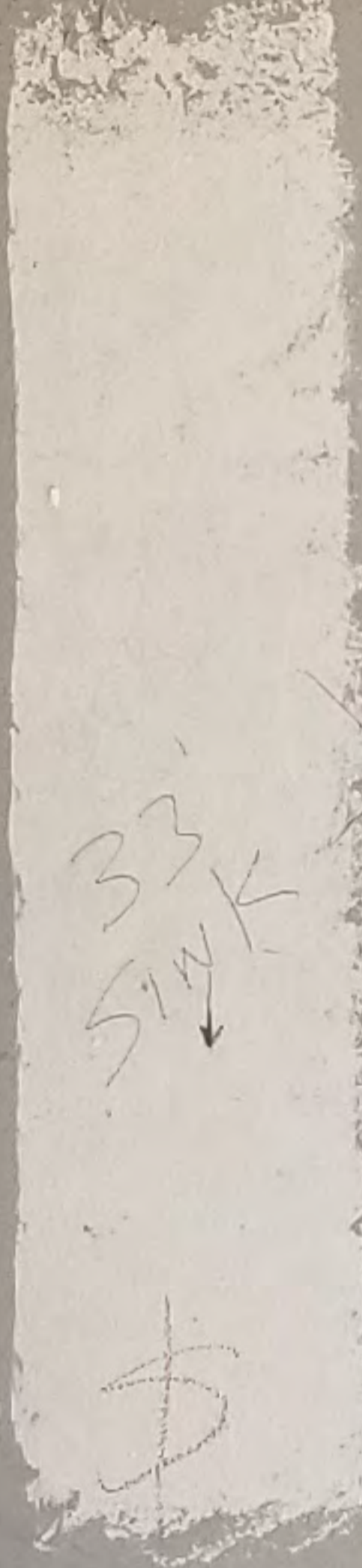








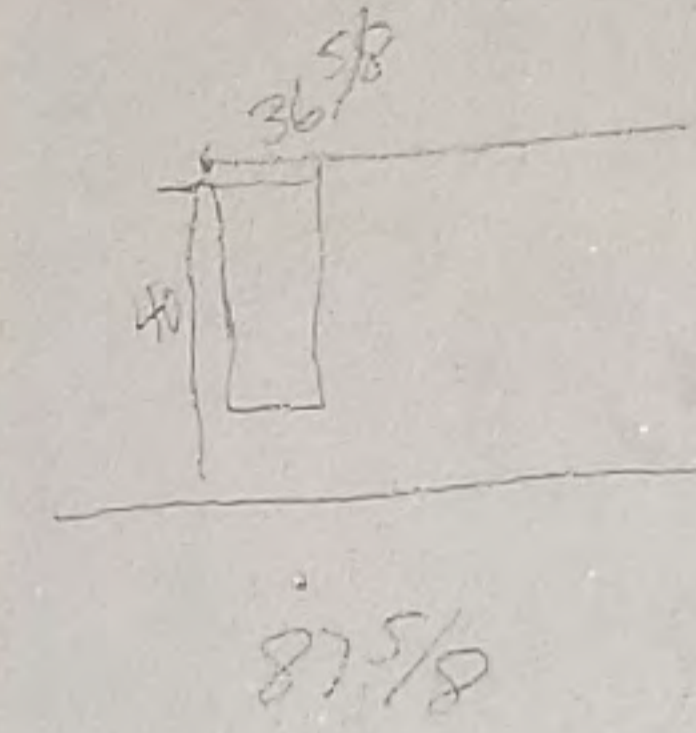




1 1/2
BATH

33
SINK

\$



868



B12 ↑

57 1/2
B4K



868



X





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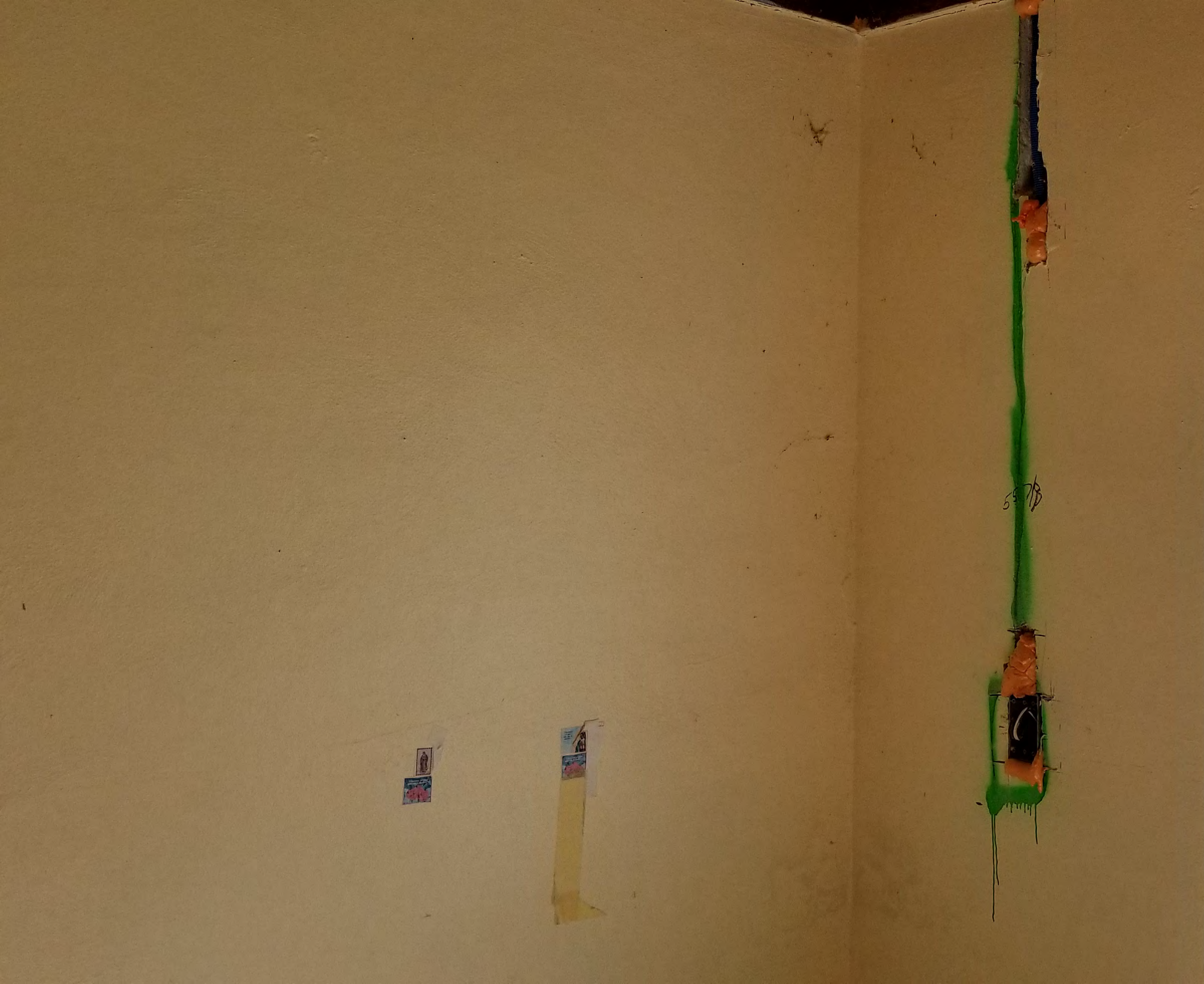
PERMIT #
P2018-0787

LAKE CREST
CONCRETE



PERMIT #
P.2018-078





557B











SAG-RESISTANT ICC ESR-3085





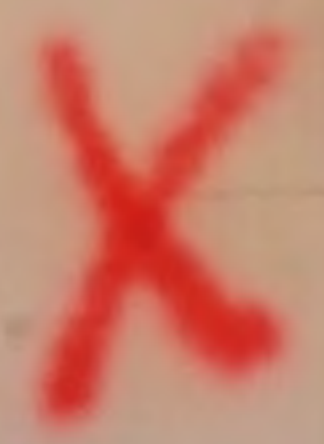
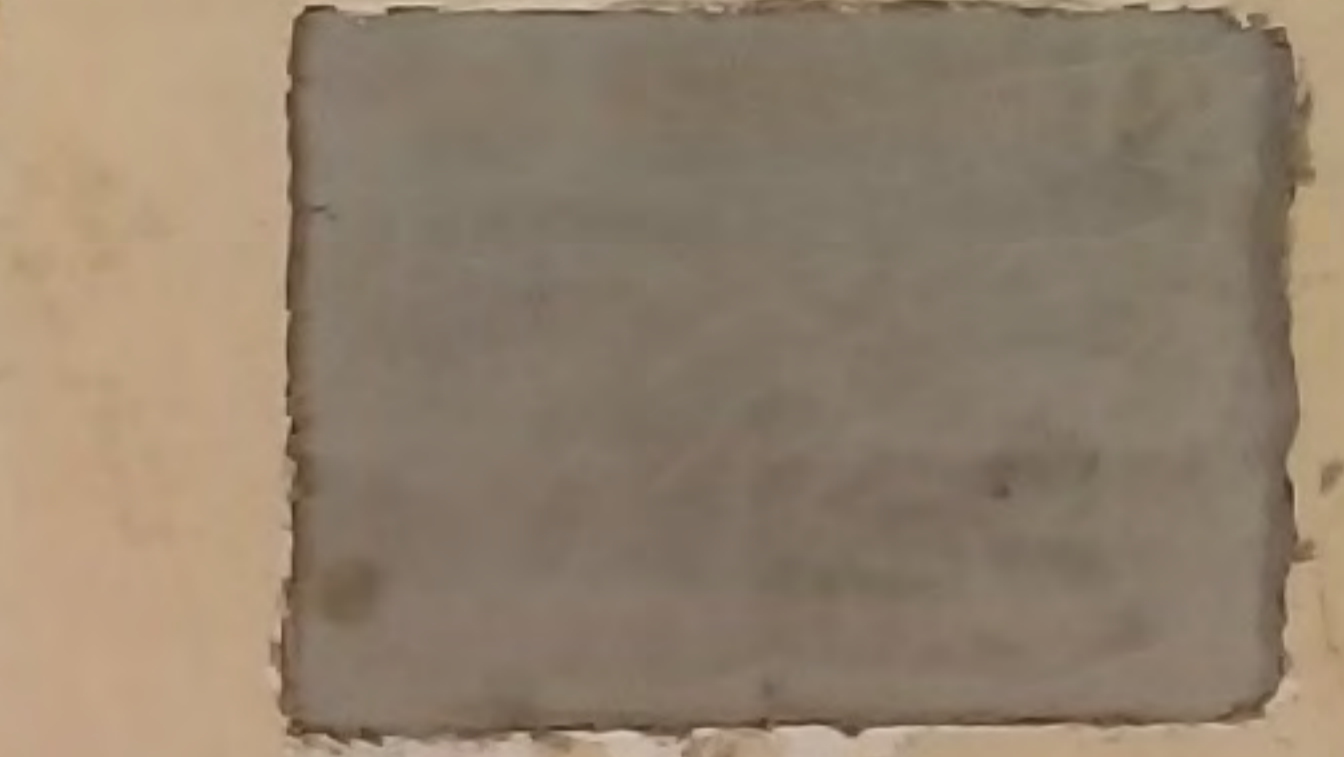




80" x 120" window
18 x 12 window
22x
700 units of
232 x 21
4" clearance
around unit















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By: TOW-RITE Manufacturing