

SPOTTSWOOD, SPOTTSWOOD, SPOTTSWOOD & STERLING, PLLCBY

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ROBERT H. GEBAIDE

OF COUNSEL:

JOHN M. SPOTTSWOOD (1920 - 1975)

January 17, 2025

VIA HAND DELIVERY

Katie Halloran, Planning Director City of Key West Planning Department 1300 White Street Key West, Florida 33040



Re:

Application for Conditional Use – Recreational Rental Vehicles

2400 N. Roosevelt Blvd., Key West, FL 33040

Ms. Halloran:

Please allow this letter and supporting documentation to serve as Bone Island Rental's ("Applicant") application for an amendment to an existing Conditional Use at 2400 N. Roosevelt Blvd, Key West, Florida 33040 (the "Property"). The operation of small recreational rental vehicles (RRVs) as an accessory use to a hotel is a Conditional Use in the General Commercial ("CG") zoning district, per code Sec. 122-418(19) and, furthermore, per code Sec. 18-355 designating all RRV operations a Conditional Use throughout the city. The current scooter rental business is deemed to have an existing Conditional Use Approval pursuant to Section 18-355 as operating prior to the enactment of Ordinance 13-13. The Applicant proposes to add ten (10) golf carts to their scooter rental operation at the Fairfield Inn, 2400 N Roosevelt Blvd. This request is to amend that Conditional Use in order to add ten (10) golf carts to the existing scooter rentals. The Applicant is submitting a companion parking variance application simultaneously with this application.

Conditional Use Application

Existing Conditions:

- A. **Survey**: Please find a copy of the survey for the subject Property included in this application.
- B. Existing size, type and location of trees, hedges and other features: No change to existing conditions.

- C. Existing stormwater retention areas and drainage flows: No change to existing conditions.
- D. Adjacent land uses, buildings and driveways: The Property is located along North Roosevelt Boulevard, the city's most prominent commercial corridor. Residential use begins one block at the rear of the Property, away from the proposed use which is operated from the North Roosevelt Blvd side. The Property is situated on the corner of North Roosevelt Blvd and 7th Street providing for egress and ingress along both roadways.

Proposed Development:

- A. Site Plan: Please find a copy of the site plans for the subject Property included in this application.
- B. Building Elevations: Not applicable.
- C. Drainage Plan: Not applicable. No change to impervious surface ratio.
- D. Landscape Plan: Not applicable. No change to existing landscape.

Solutions Statement: The Applicant seeks to add (ten) 10 golf carts to an existing scooter rental business operating as an accessory use to a hotel as provided in section 122-418(19) of the Land Development Regulations. The 10 gas-powered golf carts shall be located on the Property as indicated on the site plan. Bone Island Rentals stores vehicles one block away at 2600 N Roosevelt Blvd. No servicing of vehicles will take place on the Property. Many guests travel to the city by air and therefore have no personal vehicle available. Four (4) on-site parking spaces will be used to store the vehicles until rented. The proposed use is similar and complimentary to other uses in the immediate area and provides an alternate means of transportation for hotel guests.

Conditional Use Criteria Section 122-62:

Characteristics of use described

- 1. Scale and intensity of the proposed conditional use as measured by the following:
 - a. Floor area ratio: The floor area ratio will not change as part of this proposal.
 - b. **Traffic generation**: As an accessory use to the principal use, no additional traffic impacts will be generated from initial approval if rentals are for existing patrons of the hotel.
 - c. Square feet of enclosed building for each specific use: No change.
 - d. Proposed employment: Existing employees are in place.
 - e. Proposed number and type of service vehicles: No service vehicles proposed.
 - f. Off-street parking needs: The proposed use requires 1 space per 3 RRVs. (4 spaces).
- 2. On or off-site improvement needs generated by the proposed conditional use and not identified on the list in subsection (b)(1) of this section including the following:
 - a. Utilities: The property has adequate utilities to support the proposed use.
 - b. Public facilities, especially any improvements required to ensure compliance with concurrency management as provided in chapter 94: Not applicable.
 - c. Roadway or signalization improvements, or other similar improvements:

- Not applicable. RRVs will follow existing traffic patterns.
- d. Accessory structures or facilities: None proposed.
- e. Other unique facilities/structures proposed as part of site improvement: NA
- 3. On-site amenities proposed to enhance site and planned improvements. Amenities including mitigative techniques such as:
 - a. Open space: No change.
 - b. Setbacks from adjacent properties: No change.
 - c. Screening and buffers: No change.
 - d. Landscaped berms proposed to mitigate against adverse impacts to adjacent sites: No change.
 - e. Mitigative techniques for abating smoke, odor, noise, and other noxious impacts: The business operates along a major traffic corridor; therefore impacts will be minimal.

Criteria for conditional use review and approval

- 1. Land use compatibility: The conditional use is compatible with the surrounding area in that the neighborhood is along a major thoroughfare and zoned General Commercial (GC) with an adjacent hotel, private and public marinas, drive-thru restaurants and a multitude of commercial activities. The location of the hotel is such that the demand for small recreational power-driven vehicles is great. The applicant seeks to service the needs of its guests rather than leaving them to look elsewhere for the same services.
- 2. Sufficient site size, adequate site specifications, and infrastructure to accommodate the proposed use: The size and shape of the site are more than adequate to accommodate the proposed scale and intensity of the conditional use requested. As an accessory use, the Applicant feels that all infrastructure currently exists to support the proposed use. The proposed use will seamlessly fold into the current operations.
- 3. **Proper use of mitigative techniques**: No mitigative techniques appear to be necessary. The Applicant is currently providing scooter rentals on site. There is an increasing demand for golf cart rentals as they are safer and more family oriented.
- 4. **Hazardous Waste**: No materials that contain hazardous waste will be used in connection with the proposed use. Vehicles will be gassed and serviced off site.
- 5. Compliance with applicable laws and ordinances: The Applicant will comply with all applicable laws and regulations as a condition of approval.
- 6. Additional criteria applicable to specific land uses
 - a. Land uses within a conservation area: Not applicable. This site is not located within a conservation area.

- b. **Residential development**: Not applicable. This application does not contemplate residential development.
- c. Commercial or mixed-use development: The proposed accessory use is compatible to the existing and surrounding uses.
- d. Development within or adjacent to historic district: Not applicable.
- e. **Public facilities or institutional development**: Not applicable. Public facilities or institutional development is not being proposed as part of this application.
- f. Commercial structures, uses and related activities within tidal waters: Not applicable. The subject property is not located within tidal waters.
- g. Adult entertainment establishments: Not applicable.

If you should have any questions, comments, or concerns, please do not hesitate to contact me.

Sincerely,

Richard J. McChesney, Esq.

Enclosures As stated

Application



DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION

CITY OF KEY WEST, FLORIDA • PLANNING DEPARTMENT

Address: 1300 White Street • Key West, Florida 33040

Phone: 305-809-3764

Website: www.cityofkeywest-fl.gov

Fees listed below include a \$358.87 advertising/noticing fee and a \$127.63 fire review fee where applicable. Any Major or Minor Development Plan returned to the Planning Board after initial approval will require a new application fee equivalent to one-half of the current fee schedule

Development Plan and Conditional Use application fee schedule

Development Plan and Conditional Use application fee scrie	edule
Development Plan	
Minor Development Plan	
Within Historic District Total Application Fee	\$ 3,932.46
Outside Historic District Total Application Fee	\$ 3,166.69
Conditional Use Total Application Fee	\$ 1,403.91
Extension Total Application Fee	\$ 1,124.64
Major Development Plan Total Application Fee	\$ 5,208.74
Conditional Use Total Application Fee	\$ 1,403.91
Extension Total Application Fee	\$ 1,124.64
Administrative Modification Fee	\$ 926.10
Minor Modification Fee	\$ 1,765.38
Major Modification Fee	\$ 2,981.18
Conditional Use (not part of a development plan) Total Application Fee	\$ 3,677.20
Extension (not part of a development plan) Total Application Fee	\$ 1,124.64
Revision or Addition (not part of a development plan) Fee	\$ 2,801.75

Applications will not be accepted unless complete

Conditional Use

	MinorNo X	
Please	print or type:	
1)	Site Address: 2400 N Roosevelt Blvd	
2)	Name of Applicant: Richard J. McChesney on behalf of Bone Island Rentals	
3)4)	Applicant is: Property Owner: Authorized Representative: X (attached Authorization and Verification Forms must be completed) Address of Applicant: 500 Fleming Street, Key West, FL 33040	
5)	Applicant's Phone #: 305-294-9556 Email: Richard@spottswoodlaw.com	
6)	Email Address: Richard@spottswoodlaw.com	
7)	Name of Owner, if different than above: RLJ II-F KEY WEST LLC	
8)	Address of Owner: 3 Bethesda Metro Ste 1000, Bethesda MD 20814	

Development Plan

Major

Historic District

Yes

9)	Owner Phone #: Email:Email:
10)	Zoning District of Parcel: CG RE# 00065220-000100
11)	Is Subject Property located within the Historic District? YesNo $^{\times}$
	If Yes: Date of approval
	HARC approval #
	OR: Date of meeting
12)	Description of Proposed Development and Use. Please be specific, list existing and proposed buildings and uses, number of dwelling units, parking, restaurant seats, vehicles proposed, etc. If there is more than one use, describe in detail the nature of each use (Give concise description here and use a separate sheet if necessary).
Вс	one Island Rentals rents scooters at Fairfield Inn, 2400 N Roosevelt Blvd. They are looking to add 10 golf
ca	rts to their exising rentals for guests of the hotel.
13)	Has subject Property received any variance(s)? Yes XNo
10)	If Yes: Date of approval_2014Resolution # 2014-32_
	Attach resolution(s).
14)	Are there any easements, deed restrictions or other encumbrances on the subject property?
,	Yes_XNo
	If Yes, describe and attach relevant documents.
	Three, describe and attach relevant describence.
PL	ıblic easement OR 188 p. 414
-	
	A Faul bath Conditional Lloss and Development Plans provide the information required from the
	A. For both Conditional Uses and Development Plans, provide the information requested from the

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

Please note, development plan and conditional use approvals are quasi-judicial hearings, and it is improper to speak to a Planning Board member or City Commissioner about the project outside of the hearing.

Required Plans and Related Materials for both a Conditional Use and Minor/Major Development Plan

Existing Conditions.

- A) Recent Survey of the site by a licensed Surveyor (Survey must be within 10 years from submittal date of this application) showing all dimensions including distances from property lines, and including:
 - 1) Size of site:
 - 2) Buildings, structures, and parking;
 - 3) FEMA Flood Zone;
 - 4) Topography:
 - 5) Easements: and
 - 6) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site.
 - B) Existing size, type and location of trees, hedges, and other features.
 - C) Existing stormwater retention areas and drainage flows.
 - D) A sketch showing adjacent land uses, buildings, and driveways.
- II. Proposed Development: Plans at 11" X 17" (10,000 Sq. ft. or less); 24" X 36" if site is over 10,000 sq. ft.
 - A) Site Plan to scale of with north arrow and dimensions by a licensed architect or engineer.
 - 1) Buildings
 - 2) Setbacks
 - 3) Parking:
 - a. Number, location and size of automobile and bicycle spaces
 - b. Handicapped spaces
 - c. Curbs or wheel stops around landscaping
 - d. Type of pavement
 - 4) Driveway dimensions and material
 - 5) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site.
 - 6) Location of garbage and recycling
 - 7) Signs
 - 8) Lighting
 - 8) Project Statistics:
 - a. Zoning
 - b. Size of site
 - c. Number of units (or units and Licenses)
 - d. If non-residential, floor area & proposed floor area ratio
 - e. Consumption area of restaurants & bars
 - f. Open space area and open space ratio
 - g. Impermeable surface area and impermeable surface ratio
 - h. Number of automobile and bicycle spaces required and proposed
 - B) Building Elevations
 - 1) Drawings of all building from every direction. If the project is in the Historic District, please submit HARC approved site plans.
 - 2) Height of building.
 - 3) Finished floor elevations and bottom of first horizontal structure
 - 4) Height of existing and proposed grades
 - C) Drainage Plan: Existing & Proposed retention areas and calculations approved by the City Engineer. See one of the attached commercial and residential use Stormwater Retention Forms.
 - D) Landscape Plan: Size, type, location and number of plants to be removed, kept, and installed. The plan must be approved by the City Landscape Coordinator through a letter of approval. If the project is a Major Development Plan a landscape design prepared by a licensed Landscape Architect is required per Section 108-511(b) of the Land Development Regulations.

III. Solutions Statement. Aspects of the design that address community issues including but not limited to water pollution from stormwater runoff, potable water conservation, waste disposal, recycling, energy conservation, affordable housing, and impacts on neighbors such as lighting, noise, traffic and parking.

Development Plan Submission Materials

Sec. 108-226. Scope.

A development plan, for the purposes of this division, shall include but not necessarily be limited to the requirements in this division. With the exception of sections 108-227 through 108-229, the city planner may waive or modify requirements, information and specific performance criteria for development plan review after rendering a finding in writing that such requirements:

- (1) Are not necessary prior to development plan approval in order to protect the public interest or adjacent properties.
- (2) Bear no relationship to the proposed project or its impacts; and
- (3) Are found to be impractical based on the characteristics of the use, including the proposed scale, density/intensity, and anticipated impacts on the environment, public facilities and adjacent land uses.

Sec. 108-227. Title block.

The development plan shall contain the following pertaining to the title block:

- (1) Name of development.
- (2) Name of owner/developer.
- (3) Scale.
- (4) North arrow.
- (5) Preparation and revision date.
- (6) Location/street address of development.

Sec. 108-228. Identification of key persons.

The development plan shall contain the following pertaining to identification of key persons:

- (1) Owner.
- (2) Owner's authorized agent.
- (3) Engineer and architect.
- (4) Surveyor.
- (5) Landscape architect and/or environmental consultant.
- (6) Others involved in the application.
- (7) A verified statement showing each and every individual person having a legal and/or equitable ownership interest in the subject property, except publicly held corporations whose stock is traded on a nationally recognized stock exchange, in which case the names and addresses of the corporation and principal executive officers together with any majority stockholders will be sufficient.

Sec. 108-229. Project description.

Project description should be included on the site plan sheet. The development plan shall contain the following pertaining to the project description:

Revised 09.19.24 by DP

- Zoning (include any special districts). (1)
- Project site size (acreage and/or square footage). (2)
- (3)Legal description.
- (4)Building size.
- (5)Floor area ratio permitted and proposed.
- Lot coverage permitted and proposed.
- Impervious surface. (7)
- Pervious surface. (8)
- (9)Landscape areas.
- (10) Parking spaces permitted and proposed.
- (11) Delineation of location of existing and proposed structures.
- (12) Existing and proposed development type denoted by land use including density/intensity.
- (13) Setbacks.

Sec. 108-230. Other project information.

A general outline of the proposed development shall include the following criteria where applicable:

- (1) Proposed stages or phases of development or operation and facility utilization.
- (2) Target dates for each phase.
- (3) Expected date of completion.
- (4) Proposed development plan for the site.
- (5) A written description of characteristics of the proposed development (i.e., number and type of residential units; floor area by land use; number of tourist accommodations units; seating or parking capacities; number of hospitalbeds; any proposed outside facilities or areas to be used for storage, display, outside sales, waste disposal or similar use; and any other proposed uses).
- (6) For planned unit developments, indicate design techniques (i.e., clustering, zero lot line, or other techniques) used to reduce public facility costs, reduce disturbance of natural resources, and preserve scenic quality of the site.
- (7) Buildings and sitting specifications which shall be utilized to reduce damage potential and to comply with federal flood insurance regulations.
- (8) Protection against encroachment together with proposed mitigation measures to be employed within environmentally sensitive areas.

Sec. 108-231. Residential developments.

- (a) If the development includes residential units, the following characteristics shall be discussed in the written description:
 - (1) A breakdown of the proposed residential units by number of bedrooms.
 - (2) Tenure (i.e., owner-occupied or rental); and
 - (3) Structure type, such as single-family, duplex, multiple-family, mobile home.
- (b) Refer to division 10 of article V of chapter 122 for information and legal instruments needed to satisfy the city's affordable housing requirements.

Sec. 108-232. Intergovernmental coordination.

The development plan shall contain the following pertaining to intergovernmental coordination:

- (1) Provide proof of coordination with applicable local, regional, state and federal agencies, including but not limited to the following agencies that will be involved in the project:
 - a. South Florida Regional Planning Council (SFRPC).
 - b. City electric system (CES).
 - c. State department of environmental protection (DEP).
 - d. Army Corps of Engineers (ACOE).
 - e. South Florida Water Management District (SFWMD).
 - f. State department of transportation (DOT).
 - g. State department of community affairs (DCA).
 - h. Florida Keys Aqueduct Authority (FKAA).
 - State fish and wildlife conservation commission (F&GC).
 - j. The county.
- (2) Provide evidence that any necessary permit, lease or other permission from applicable local, regional, state and federal agencies has been obtained for any activity that will impact wetland communities or submerged land.
- (3) When intergovernmental coordination efforts are incomplete, the applicant shall provide evidence of good faith efforts towards resolving intergovernmental coordination issues.

CONDITIONAL USE CRITERIA

Sec. 122-61. Purpose and intent

The purpose of this article is to ensure that a conditional use shall only be permitted on specific sites where the proposed use may be adequately accommodated without generating adverse impacts on properties and land uses within the immediate vicinity. This article sets forth provisions and criteria for consideration of conditional uses on specific sites. Conditional uses shall be permitted only upon a finding that the proposed use satisfies this article.

Sec. 122-62. Specific criteria for approval.

- (a) Findings. A conditional use shall be permitted upon a finding by the planning board that the proposed use, application and, if applicable, development plan complies with the criteria specified in this section, including specific conditions established by the planning board and or the city commission during review of the respective application in order to ensure compliance with the comprehensive plan and land development regulations. If the proposed conditional use is a major development pursuant to sections 108-165 and 108-166, the city commission shall renderthe final determination pursuant to section 122-63. A conditional use shall be denied if the city determines that the proposed use does not meet the criteria provided in this section and, further, that the proposed conditional use is adverse to the public's interest. An application for a conditional use shall describe how the specific land use characteristics proposed meet the criteria described in subsection (c) of this section and shall include a description of any measures proposed to mitigate against possible adverse impacts of the proposed conditional use on properties in the immediate vicinity.
- (b) <u>Characteristics of use described</u>. The following characteristics of a proposed conditional use shall be clearly described as part of the conditional use application:
 - (1) Scale and intensity of the proposed conditional use as measured by the following:
 - a. Floor area ratio:
 - b. Traffic generation;
 - c. Square feet of enclosed building for each specific use;
 - d. Proposed employment;
 - e. Proposed number and type of service vehicles; and
 - f. Off-street parking needs.
 - (2) On- or off-site improvement needs generated by the proposed conditional use and not identified on the list in subsection (b)(1) of this section including the following:
 - a Utilities
 - b. Public facilities, especially any improvements required to ensure compliance with concurrency management as provided in chapter 94;
 - c. Roadway or signalization improvements, or other similar improvements;
 - d. Accessory structures or facilities; and
 - e. Other unique facilities/structures proposed as part of site improvements.
 - (3) On-site amenities proposed to enhance site and planned improvements. Amenities including mitigative techniques such as:
 - a. Open space;
 - b. Setbacks from adjacent properties;
 - c. Screening and buffers;
 - d. Landscaped berms proposed to mitigate against adverse impacts to adjacent sites; and
 - e. Mitigative techniques for abating smoke, odor, noise, and other noxious impacts
- (c) <u>Criteria for conditional use review and approval</u>. Applications for a conditional use shall clearly demonstrate the following:
 - (1) <u>Land use compatibility</u>. The applicant shall demonstrate that the conditional use, including its proposed scale and intensity, traffic-generating characteristics, and off-site impacts are compatible and harmonious with adjacent land use and will not adversely impact land use activities in the immediate vicinity.
 - (2) <u>Sufficient site size</u>, adequate site specifications, and infrastructure to accommodate the proposed use. The size and shape of the site, the proposed access and internal circulation, and the urban design enhancements must be adequate to accommodate the proposed scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate urban design amenities such as screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure (i.e., refer to chapter 94 to ensure concurrency management requirements are met) and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

- (3) <u>Proper use of mitigative techniques</u>. The applicant shall demonstrate that the conditional use and site plan have been designed to incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.
- (4) <u>Hazardous waste</u>. The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation without use of city-approved mitigative techniques designed to prevent any adverse impact to the general health, safety and welfare. The plan shall provide for appropriate identification of hazardous waste and hazardous material and shall regulate its use, storage and transfer consistent with best management principles and practices. No use which generates hazardous waste or uses hazardous materials shall be located in the city unless the specific location is consistent with the comprehensive plan and land development regulations and does not adversely impact wellfields, aquifer recharge areas, or other conservation resources.
- (5) <u>Compliance with applicable laws and ordinances</u>. A conditional use application shall demonstrate compliance with all applicable federal, state, county, and city laws and ordinances. Where permits are required from governmental agencies other than the city, these permits shall be obtained as a condition of approval. The city may affix other conditions to any approval of a conditional use in order to protect the public health, safety, and welfare.
- (6) Additional criteria applicable to specific land uses. Applicants for conditional use approval shall demonstrate that the proposed conditional use satisfies the following specific criteria designed to ensure against potential adverse impacts which may be associated with the proposed land use:
 - a. <u>Land uses within a conservation area</u>. Land uses in conservation areas shall be reviewed with emphasis on compliance with section 108-1 and articles III, IV, V, VII and VIII of chapter 110 pertaining to environmental protection, especially compliance with criteria, including land use compatibility and mitigative measures related to wetland preservation, coastal resource impact analysis and shoreline protection, protection of marine life and fisheries, protection of flora and fauna, and floodplain protection. The size, scale and design of structures located within a conservation area shall be restricted in order to prevent and/or minimize adverse impacts on natural resources. Similarly, public uses should only be approved within a wetland or coastal high hazard area V zone when alternative upland locations are not feasible on an upland site outsidethe V zone.
 - b. Residential development. Residential development proposed as a conditional use shall be reviewed for land use compatibility based on compliance with divisions 2 through 14 of article IV and divisions 2 and 3 of article V of this chapter pertaining to zoning district regulations, including size and dimension regulations impacting setbacks, lot coverage, height, mass of building, building coverage, and open space criteria. Land use compatibility also shall be measured by appearance, design, and land use compatibility criteria established in chapter 102; articles III, IV and V of chapter 108; section 108-956; and article II of chapter110; especially protection of historic resources; subdivision of land; access, internal circulation, and off- street parking; as well as possible required mitigative measures such as landscaping and site design amenities.
 - c. Commercial or mixed-use development. Commercial or mixed-use development proposed as a conditional use shall be reviewed for land use compatibility based on compliance with divisions 2 through 14 of article IV and divisions 2 and 3 of article V of this chapter pertaining to zoning district regulations, including size and dimension regulations impacting floor area ratio, setbacks, lot coverage, height, mass of buildings, building coverage, and open space criteria. Land use compatibility also shall be measured by appearance, design, and land use compatibility criteria established in chapter 102; articles I, II, IV and V of chapter 108; section 108-956; and article II of chapter 110; especially protection of historic resources; subdivision of land; access, pedestrian access and circulation; internal vehicular circulation together with access and egress to the site, and off-street parking; as well as possible required mitigative measures such as landscaping, buffering, and other site design amenities. Where commercial or mixed-use development is proposed as a conditional use adjacent to U.S. 1, the development shall be required to provide mitigative measures to avoid potential adverse impacts to traffic flow along the U.S. 1 corridor, including but not limited to restrictions on access from and egress to U.S. 1, providing for signalization, acceleration and deceleration lanes, and/or other appropriate mitigative measures.
- d. Development within or adjacent to historic district. All development proposed as a conditional use within or

- adjacent to the historic district shall be reviewed based on applicable criteria stated in this section for residential, commercial, or mixed use development and shall also comply with appearance and design guidelines for historic structures and contributing structures and/or shall be required to provide special mitigative site and structural appearance and design attributes or amenities that reinforce the appearance, historic attributes, and amenities of structures within the historic district.
- e. Public facilities or institutional development. Public facilities or other institutional development proposed as a conditional use shall be reviewed based on land use compatibility and design criteria established for commercial and mixed-use development. In addition, the city shall analyze the proposed site location and design attributes relative to other available sites and the comparative merits of the proposed site, considering professionally accepted principles and standards for the design and location of similar community facilities and public infrastructure. The city shall also consider compliance with relevant comprehensive plan assessments of community facility and infrastructure needs and location impacts relative to service area deficiencies or improvement needs.
- f. <u>Commercial structures uses and related activities within tidal waters</u>. The criteria for commercial structures, uses and related activities within tidal waters are as provided in section 122-1186.
- g. <u>Adult entertainment establishments</u>. The criteria for adult entertainment establishments are as provided in division 12 of article V of this chapter.

Authorization & Verification



City of Key West Planning Department

Authorization Form

(Where Owner is a Business Entity)

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

Wilfredo Duran	as
Please Print Name of person with authority to execute documents on behal	f of entity
President of Bone Island Carl	t Rentals, LLC
	wner from deed
authorize Richard J. McChesney/Spottswood, Spottswood, Spottswood & S	terling, PLLC
Please Print Name of Representative to be the representative for this application and act on my/our behalf before the Cit Signature of person with authority to execute documents on behalf of enti	y of Key West.
	0,2025
He/She is personally known to me or has presented FL Drivers Circles	
Notary's Signature and Seal	ACA HORN
Name of Acknowledger typed, printed or stamped	TH 156332
Commission Number, if any	STATE OF FULLINA



City of Key West Planning Department Verification Form

(Where Authorized Representative is an individual)

I, Richard J. McChesney , being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application:
2400 N Roosevelt Blvd.
Street address of subject property
I, the undersigned, declare under penalty of perjury under the laws of the State of Florida that the information on all plans, drawings and sketches attached hereto and all the statements and answers contained herein are in all respects true and correct.
In the event the City or the Planning Department relics on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.
Subscribed and sworn to (or affirmed) before me on this Alla Wall to the Shy date) Name of Authorized Representative He/She is personally known to me or has presented as identification.
Name of Acknowledger typed, printed or stamped Commission Number, if any

Bone Island Rentals Contract

HOTEL CONTRACT

Date	06/26/24
Hotel Name	Fairfield Inn Key West
Hotel Address	2400 N. Roosevelt Blvd. Key West,FL 33040
GM Email	Agnes.mompoint@aimbridge.com
Property Owner Legal Name	Interstate Management Company LLC as agent for RLJ II - F Key West Lessee, LLC dba Fairfield Inn and Suites
Vendor Legal Name	Bone Island Rentals
Vendor Address	2400 N. Roosevelt Blvd. Key West,FL 33040
Vendor Contact Name	Wilfredo Duran
Vendor Phone Number	305-462-6145
Vendor Fax Number	NA
Vendor Contact Email	wilfredo@islandsafarirentals.com
Description of Goods/Work/Services to be provided/performed by Vendor	vendor to utilize space at hotel to rent scooters/bikes
Contract Price and Terms of Payment	\$9,900.00 (\$825 per month)
Contract Commencement Date	06/26/24
Contract Expiration Date	06/25/25

THIS HOTEL CONTRACT ("Contract"), by and between Owner and Vendor is entered into as of the Date. Owner and Vendor stipulate and agree that the General Terms and Conditions attached hereto (the "Terms and Conditions") shall govern the Contract.

The Terms and Conditions set forth the exclusive terms and conditions for the Contract. By signing below, Vendor stipulates and agrees that any terms and conditions proposed by Vendor which are different from or in addition to the provisions of this Contract are unacceptable to Owner, are expressly rejected by Owner, and are not a part of this Contract.

IN WITNESS WHEREOF, the parties have hereunto executed this Contract on the date first written above.

Fairfield Inn and Suites by Interstate Management Company LLC as agent for Owner	
•	
agent for Owner	
By: Karen Kovach, Vice President By: Wilfredo I	redo Duran, Owner

GENERAL TERMS AND CONDITIONS

1. These general terms and condi	tions ("GTC") shall apply to and are an integral part of any
hotel contract ("Contract") offered or	provided by vendors (each a "Vendor") to
Interstate Management Company	("Owner"). THESE GENERAL TERMS AND
LLC as agent for RLJ II - F Key	
West Lessee, LLC dba Fairfield	

CONDITIONS CONTAIN THE FINAL AND COMPLETE AGREEMENT BETWEEN OWNER AND VENDOR AND NO OTHER AGREEMENT IN ANY WAY MODIFYING ANY OF THESE TERMS AND CONDITIONS WILL BE BINDING UPON OWNER UNLESS MADE IN WRITING AND SIGNED BY KEN BARRETT OR ANOTHER PERSON AT HIS DIRECTION. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

- 2. ACCEPTANCE: Vendor has read and understands these GTC and agrees that Vendor's written acceptance or commencement under this Contract shall constitute Vendor's acceptance of these GTC.
- 3. DELIVERY: Time is of the essence. If Vendor fails to perform at the time specified, Owner may terminate the Contract and contract elsewhere and charge Vendor with any loss.
- 4. INSPECTION: All work or services performed is subject to the inspection and acceptance of Owner.
- 5. INTELLECTUAL PROPERTY RIGHTS: Vendor warrants that nothing covered by the Contract will infringe upon or violate other legal rights of any third party. Vendor shall indemnify and hold Owner harmless against all actions or claims, liability, loss, costs, attorneys' fees, expenses and damages due to or arising from any infringement on the rights of third parties. Vendor shall, at its own expense, if so requested by Owner, defend Owner against all such claims, proceedings and suits.

6. TERMINATION:

Inn and Suites

- Owner shall always be entitled, even though Vendor is not in breach of any obligation, to suspend the Contract, or to terminate it in whole or in part, by giving thirty days' advance notice to Vendor. Vendor shall be obligated to mitigate its costs related to any such termination. In no event shall Vendor be entitled to recover incidental or consequential damages or loss of profits.
- 6.2 In the event Vendor fails to comply with any material term or condition of the Contract, Owner shall be entitled, by written notice to Vendor and without prejudice to any other remedy available under the Contract, at law or in equity, to terminate the Contract in whole or in part without any further liability or obligation, to recover from Vendor all moneys paid by Owner to Vendor, contract through an alternative vendor and recover from Vendor the difference between such cost of cover and the Contract price, plus any incidental costs and any reasonable costs incurred by Owner.

- 6.3 If Owner has a reasonable basis to believe that the financial condition of Vendor imperils Vendor's performance of the Contract, Owner may demand, and Vendor shall promptly furnish at Vendor's cost, a bond with such surety or sureties reasonably acceptable to Owner covering the faithful performance of the Contract by Vendor. In the event that Vendor fails to promptly provide such bond or surety, Owner may terminate the Contract with immediate effect without any further obligation or liability.
- INDEMNITY: Vendor shall defend, indemnify and save harmless Owner and any of its 7. affiliates and their respective shareholders, partners, members, managers, officers, directors, employees, agents, representatives, franchisors, and/or licensors (collectively "Indemnitees") from and against, and reimburse them for, any loss, damage, liability, cost or expense (including reasonable attorneys' fees and legal expenses) relating to the death of or injury to any person whomsoever (including any employee of Owner or any of its affiliates) or to the loss of or damage to any property whatsoever (including any property of Owner or any of its affiliates or guests of the Hotel) arising directly or indirectly from or in connection with any defect in or any breach of warranty with respect to the Contract or from or in connection with any services or work performed or to be performed by Vendor, whether performed by Vendor or sub-contractor of Vendor. Vendor further agrees to release, and does hereby release, Owner and any of its affiliates and Indemnitees from and does hereby waive any right to claim or ask for, any damages or reimbursement for or on account of any loss or damage to any property of Vendor arising directly or indirectly from or in connection with any work performed or to be performed under the Contract.

Vendor's indemnification obligations shall apply whether such claims, damages, suits, losses and liabilities are based upon or result in whole or in part from the active or passive negligence of Owner (or its affiliates, including but not limited to White Lodging Services Corporation or any Indemnitee) or strict liability in tort, breach of contract, duty to indemnify or any other basis or cause whatsoever whereby Owner, and/or any of its affiliates or any Indemnitee, might be held liable.

- 8. INSURANCE: At Vendor's expense, Vendor shall maintain, and shall require each of its subcontractors, if any, to maintain minimum insurance coverage of the following types, continuously during the Contract:
- a. Commercial General Liability: \$1,000,000 Each Occurrence, \$2,000,000 General and Products/Completed Operations Aggregates, \$1,000,000 Personal & Advertising Injury Liability.
- b. Automobile Liability: \$1,000,000 Combined Single Limit including Owned, Hired and Non-Owned Auto.
- c. Workers' Compensation and Employer's Liability as follows: Vendor shall carry workers' compensation insurance in accordance with the laws of the state where the Property is located, and Employers Liability with a limit not less than the required statutory limit, or \$250,000 each accident for bodily injury, \$250,000 each employee for bodily injury by disease and \$250,000 policy limit for disease, whichever is greater.

	500000	5000000	
d.	5000000 Umbrella: \$	Each Occurrence and \$	Aggregate.

- e. Insurance companies affording the coverage required above shall have an AM Best rating of no less than A-VIII. Failure to maintain the required insurance may result in termination of this Agreement at Owner's option. Owner does not represent, and specifically disclaims any contrary statement or implication, that the insurance coverage or limit specified herein shall be adequate or reasonable for the protection of Vendor. Vendor has made its own determination that the insurance it has in place is adequate and appropriate for its activities.
- f. On all insurance coverages set forth above, Vendor shall waive subrogation rights against Owner, franchisor, licensors, and their respective shareholders, partners, members, managers, officers, directors, employees, agents, and representatives.
- g. On all insurance coverage set forth above (except Worker's Compensation and Employer's Liability), Owner, franchisor, licensors, and their respective shareholders, partners, members, managers, officers, directors, employees, agents, and representatives, shall be named as an additional insured and such policies shall provide that all rights of subrogation against Owner and its affiliates are waived. Vendor's insurance shall be primary and non-contributory to any insurance or self-retention of Owner or White Lodging Services Corporation. Where any part of the Contract is assigned to or performed by a subcontractor of Vendor, evidence of such insurance on behalf of such subcontractor similarly shall be provided by Vendor to Owner.
- h. The insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled due to non-payment of premiums without at least ten (10) days' prior written notice to Owner and otherwise will not be cancelled, not renewed, or materially modified until at least thirty (30) days' prior written notice is given to Owner.
- i. Prior to commencing any activity under the Contract, Vendor shall provide certificates of insurance, as well as timely replacements, evidencing insurance coverage at all times during the term of the Contract, in compliance with paragraph 8.a-d, inclusive. Certificates of insurance and their replacements are to be sent to IH WL Acquisition Manager LLC as agent for RLJ II F Key West Lessee, LLC dba Fairfield Inn and Suites <u>agnes.mompoint@aimbridge.com</u>

- j. Failure of Owner to demand evidence of compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.
- 9. REMEDIES OF OWNER: No remedy reserved to Owner shall be exclusive of any other right or remedy, and Owner may exercise any other right or remedy available to Owner at law or in equity.

- 10. SUBCONTRACTING: Vendor must obtain written authorization from Owner before sub-contracting any work covered by the Contract. If Vendor is authorized to sub-contract all or part of its obligations to third parties, such sub-contracting shall be at Vendor's sole expense and under Vendor's sole responsibility and subject to the conditions of this Contract. Vendor shall inform all sub-contractors of the provisions of these GTC as well as those of the Contract, and shall provide them with all information regarding Owner's requirements. Owner reserves the right to refuse any of Vendor's sub-contractors that are not in compliance with these conditions or are otherwise generally barred from performing work for Owner. Vendor shall be responsible for the acts and omissions of Vendor's subcontractors as if they were the acts and omissions of Vendor. Nothing in this Paragraph shall be deemed to create a contractual relationship between Owner or any subcontractor of Vendor or create any third party beneficiary rights for the subcontractor.
- 11. RELATIONSHIP OF PARTIES: Owner and Vendor are independent contracting parties and nothing in the Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
- 12. SEVERABILITY: If any term(s) of the Contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Contract shall remain in full force and effect.
- 13. SETOFF: Any monies due from Owner under the Contract may at the option of Owner be applied by Owner to the payment of any sums owed by Vendor or any affiliate to Owner or any affiliate.
- 14. ASSIGNMENT: Vendor agrees not to assign the Contract or delegate the performance of its duties without the prior written consent of Owner. Owner may assign the Contract to any purchaser or ground lessee of the Hotel.
- 15. GOVERNING LAW: The Contract shall be construed under and governed by the laws of the State of Florida.
- 16. WAIVER: The failure of Owner to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of the Contract or to exercise any right shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of Vendor with respect to such future performance shall continue in force and effect.
- 17. NOTICE: Whenever, by the terms of this Contract, notice, demand, or other communication shall, or may be given, to either party, same shall be in writing and shall be sent by certified mail or commercial overnight delivery:

If intended for Owner: Agnes Mompoint, GM

Fairfield Inn and Suites 2400 N Roosevelt Blvd Key West, FL 33040 If intended for Vendor: Wilfredo Duran, Owner Bone Island Rentals

2400 N Roosevelt Blvd

Key West, FL 33040

18. COUNTERPARTS: This Agreement may be executed in two or more counterparts through the exchange of electronic, e.g., (PDF), or facsimile signatures, each of which shall be an original and, together, will constitute one in the same agreement. The signed copy of this Contract delivered by email, facsimile, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

Property Info & Ownership

PROPERTY RECORD CARD

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

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

Summary

00065220-000100 Parcel ID Account# 1067849 Property ID 1067849 Millage Group 10KW

2400 N ROOSEVELT Blvd, KEY WEST Location

Address

PT KW NO 12 A PARCEL OF LAND LYING SE OF N ROOSEVELT BOULEVARD OR64-Legal 214/15 OR114-84/86 OR118-361/64 OR767-452/54 OR794-947 OR946-153D/C Description OR955-2323/25 OR998-8/9 OR1176-1306/08Q/C OR1185-973/78Q/C OR1256-117

OR1336-91/97 OR1410-598 OR2246-621/25

Note: Not to be used on legal documents.)

Neighborhood 31040

Manage County, TELO1)

33/67/25 Sec/Twp/Rng Affordable No Housing



RLJ II-F KEY WEST LLC 3 Bethesda Metro Ste 1000 Bethesda MD 20814

Valuation

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+ Market Improvement Value	\$12,186,470	\$12,498,485	\$5,837,972	\$6,823,604
+ Market Misc Value	\$5,651,344	\$1,785,498	\$841,578	\$758,178
+ Market Land Value	\$17,872,143	\$21,425,974	\$10,007,952	\$7,581,782
= Just Market Value	\$35,709,957	\$35,709,957	\$16,687,502	\$15,163,564
= Total Assessed Value	\$20,447,004	\$17,182,588	\$15,620,535	\$14,200,487
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$35,709,957	\$35,709,957	\$16,687,502	\$15,163,564

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	\$17.872,143	\$12,186,470	\$5,651,344	\$35,709,957	\$20,447,004	\$0	\$35,709,957	\$0
2023	\$21,425,974	\$12,498,485	\$1,785,498	\$35,709,957	\$17,182,588	\$0	\$35,709,957	\$0
2022	\$10.007.952	\$5.837,972	\$841,578	\$16,687,502	\$15,620,535	\$0	\$16,687,502	\$0
2021	\$7.581.782	\$6,823,604	\$758,178	\$15,163,564	\$14,200,487	\$0	\$15,163,564	\$0
2020	\$7.636.402	\$8,484,892	\$848,489	\$16,969,783	\$12,909,534	\$0	\$16,969,783	\$0
2019	\$6,925,010	\$6,232,509	\$692,501	\$13,850,020	\$11,735,940	\$0	\$13,850,020	\$0
2018	\$6.925.010	\$6.232.509	\$692,501	\$13,850,020	\$10,669,037	\$0	\$13,850,020	\$ 0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount,

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL HIGHWAY (100H)	88,302.00	Square Foot	200	350



Buildings

Building ID Style Building Typ Building Na Gross Sq Ft Finished Sq Stories Condition Perimeter Functional C Economic C Depreciatic Interior Wa	The Obs	40414 STILT 2 STORY HOTEL/MOTEL B / 39B 57325 27342 3 Floor GOOD 780 0 0 35			Exterior Walls Year Built EffectiveYearBuilt Foundation Roof Type Roof Coverage Flooring Type Heating Type Bedrooms Full Bathrooms Half Bathrooms Grade Number of Fire Pl	C.B.S. 1987 1998 CONC PILINGS FLAT OR SHED MEMBRANE 0 0 0 400 0
Code	Des	cription	Sketch Area	Finished Area	Perimeter	
CPF	COV	/ERED PARKING FIN	17,297	0	1,064	
OPX	EXC	OPEN PORCH	9,410	0	3,560	
FLA	FLO	OR LIV AREA	27,342	27,342	1,638	
SBF	UTII	L FIN BLK	3,276	0	324	
TOTAL			57,325	27,342	6,586	

Building ID Style		5969			Exterior Walls Year Built	CUSTOM 2008
Building Ty	pe	HOTEL/MOTEL B / 39	3		EffectiveYearBuilt	2012
Building Na					Foundation	
Gross Sq Ft		9080			Roof Type	IRR/CUSTOM
Finished Sq		6987			Roof Coverage	METAL
Stories		2 Floor			Flooring Type	
Condition		GOOD			Heating Type	
Perimeter		576			Bedrooms	0
Functional	Obs	0			Full Bathrooms	0
Economic C	Obs	0			Half Bathrooms	0
Depreciation	on %	15			Grade	400
Interior Wa					Number of Fire Pl	0
Code	De	scription	Sketch Area	Finished Area	Perimeter	
OPX	EX	C OPEN PORCH	2,093	0	608	
FLA	FLO	OOR LIV AREA	6,987	6,987	624	
TOTAL			9,080	6,987	1,232	

Building ID	66379			Exterior Walls	C.B.S.
Style				Year Built	1995
Building Type	HOTEL/MOTEL D / 39	9D		EffectiveYearBuilt	2008
Building Name				Foundation	
Gross Sq Ft	11604			Roof Type	IRR/CUSTOM
Finished Sq Ft	8690			Roof Coverage	METAL
Stories	2 Floor			Flooring Type	
Condition	EXCELLENT			Heating Type	
Perimeter	740			Bedrooms	
Functional Obs	0			Full Bathrooms	6
Economic Obs	0			Half Bathrooms	0
Depreciation %	23			Grade	400
Interior Walls				Number of Fire Pl	0
Code De	escription	Sketch Area	Finished Area	Perimeter	
FLA FL	OOR LIV AREA	8,690	8,690	0	
OPU OF	P PR UNFIN LL	594	0	0	
OPF OF	P PRCH FIN LL	2,230	0	0	
SBU U1	TIL UNFIN BLK	90	0	0	
TOTAL		11,604	8,690	0	

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
RW2	1986	1987	0 x 0	1	1211 SF	3
ASPHALT PAVING	1986	1987	0×0	1	33332 SF	2
TIKI	1999	2000	20 x 20	1	400 SF	4
FENCES	1999	2000	6 x 120	1	720 SF	2
WOOD DECK	1999	2000	20 x 38	1	760 SF	3
CUSTOM POOL	2007	2014	0 × 0	1	3181 SF	2
BRICK PATIO	2008	2014	0×0	1	3287 SF	3
FENCES	2007	2014	4 x 310	1	1240 SF	2
ASPHALT PAVING	1994	1995	0×0	1	5728 SF	2
CONC PATIO	1994	1995	0×0	1	858 SF	2

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page
6/5/2006	\$1	Warranty Deed		2246	621
9/1/1991	\$5,600,000	Warranty Deed		1185	973
7/1/1991	\$2,800,000	Warranty Deed		1176	1306

Permits

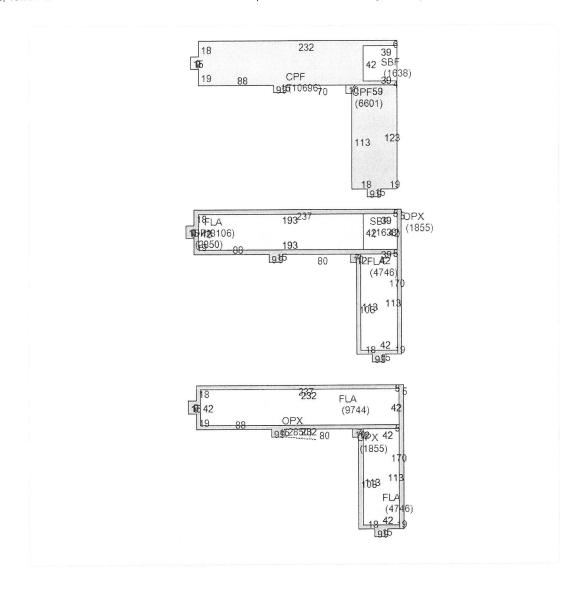
Number	Date Issued	Status	Amount	Permit Type	Notes
	11/19/2024	and the section of th	\$150,000	Commercial	rebuild laundry area floor finish demo of floor (see permit bld2022-2807). Demo electric/plumbing/fire in area. Rebuild floor to drawing specs, re install new electrical/plumbing/fixtures back into same locations
2024-0437	02/26/2024	Active	\$18,840	Commercial	Changing Out Existing 7 1/2 Ton Split System , Replacing With New 7 1/2 Ton American Standard In Same Location.
2024-0321	02/13/2024	Active	\$20,000	Commercial	Deck is on inside of Fairfield Inn hotel complex and provides space for 3 suite's usage. Was falling and dangerous
BLD2022- 0809	03/25/2022	Completed	\$15,000	Commercial	REPAIR DESCRIBED AREAS OF SPALLING. WE HAVE APPROXIMATELY 40 SF OF SPALLING REPAIRS NEEDED ON CEILING OF PARKING AREA UNDER HOTEL. **NOC REQUIRED**
BLD2021- 2723	09/24/2021	Completed	\$71,100	Commercial	REPLACE WATER HEATERS & STORAGE TANKS. 2- 285 MBH WATER HEATERS & 2- 80 GALLON STORAGE TANKS.
17- 00003757	11/09/2017	Completed	\$6,800	Commercial	ASPHALT PATCHING UP TO 100 SQ/FT, SEAL COATING PARKING LOT AND RE STRIPING ALL PAVEMENT MARKING USING DOT CERTIFIED TRAFFIC PAINT. GH.
17-3459	09/25/2017	Completed	\$37,018	Commercial	Revision #1 the total square footage of the flat roofs is 216 sf and coating of 1817 sf of metal roof * NOC required* Re-roof partial flat areas. 10817 sq ft - Metal Roof. 102 sq ft and 114 sq ft - Single Ply Flat Roof*noc received 11/19/2018 Revision #1 the total square footage of the flat roofs is 216 sf and coating of 1817 sf of metal roof * NOC required* ** August 30, 2017
14-4680	10/20/2014	Completed	\$10,000		REPLACE 4 WALL SIGNS
14-4681		Completed			4 ELECTRICAL WALL SIGNS
14-4643	- Control of the Annual Control of the State	Completed		Commercial	INSTALL 3/4 TON MINI SPLIT A.C. UNIT IN ELEVATOR MACHINE ROOM. (NOC W/APP) *
14-4644		Completed			ELECTRICAL REPAIRS TO ELEVATOR MACHINE ROOM AND ELEVATOR MACHINE DOOR A.C. MC *RECV'D N.O.C.
14-4416	10/06/2014	Completed	\$6 944	Commercial	ELEVATOR RECALL. (NOC RECV'D W/APP.)
AND AND AN ADDRESS OF THE PARTY	09/19/2014		\$1,400	Commercial	RENOVATE 5 GUESTROOMS, TOILETS, SINK & FAUCETT, SHOWERS / TUB WITH NEW PANS.
14-4378 14-4327	CONTRACTOR AND	Completed	CANADA CA	Commercial	TEAR OFF EXISTING ROOFING MENBRANE AND ASSEMBLIES TO THE STRUCTURAL CONCRETE DOCK PREP DECK AND INSTALL TAPER INSULLATION USING APPROVED FOAM ADHHESIVE. INSTALL 60 PXV ROOFING MEMBRANE IN ADHESIE AND PROPERLY INSTALL ALL FLASHING AND ROOF ACCESSORIES PER BUILDING CODE. MIAMI DADE N.O.A AND MANUFACTURES SPECS. N.O.C. RECEVD
14-3756	08/05/2014	Completed	\$75,000	Commercial	AREAS W/ASSOCIATED POWER AND LIGHTING INSTALLATION; RENOVATION OF FITNESS CTR W/ASSOCIATED LIGHTING AND POWER. * * MC *NEED FILE NOTICE OF COMMENCEMENT
14-3757	08/05/2014	Completed	\$900	Commercial	
14-3491	07/28/2014	Completed	\$257,000	Commercial	with 2 public restrooms; interior millwork and finishes. **NOC REQ**
14-2471	07/07/2014	Completed	\$1,990,084	Commercial	LEVEL 1-ALTERATION INCLUDES: EXTERIOR PAINTING CONCRETE SPALLING REPAIR, ROOF REPLACEMENT, EXTERIOR HANDRAILS/GUARD RAIL REPLACEMENT, ADA UPGRADES W/4 GUEST ROOMS, AND INTERIOR MILLWORK FINISHES THROUGHT. UPGRADES THROUGHT.
14-3240	07/07/2014	Completed	\$198,473	Commercial	ARE W/PERMIT
14-3266	07/07/2014	Completed	\$272,000	Commercial	HANDRAILS GUARD RAIL REPLACEMENT, ADA UPGRADES W/3 GUEST ROOMS AND INTERIOR MILLWORK AND FINISHES THROUGHOUT
13-3750	09/12/2013	Completed	\$23,399	Commercial	
12-4414	12/11/2012	Completed	\$8,973	Commercial	REMOVE UNSAFE CHIPPED AND CRACKING CONCRETE AT VARIOUS LOCATIONS ON BUILDING. DEMO ONLY. SPOT PAINT TO MATCH.
09- 00003142	09/16/2009	Completed	\$3,800	Commercial	SPALLING REPAIR
09-2364	08/03/2009	Completed	\$18,000	Commercial	
09-0161	01/26/2009	Completed	\$2,400	Commercial	
09-0161	01/26/2009	Completed	\$2,400	Commercial	ENGINEERING DRAWINGS
08-2956		Completed		Commercial	REPAIR DELAMINTATED STUCCO AND 200 LF OF CRACKS AND 11 SF OF STUCCO.
07-5227	11/30/2007	Completed	\$800	Commercial	
07-1529	04/16/2007	Completed	\$6,500		REPAIR TO EXISTING HANDRAIOS ON OLD BUILDING, PICKET STRIGHTENING
07-0769	02/16/2007	Completed	\$7,500	Commercial	INSTALL IRRIGATION SPRINKLER SYSTEM
07-0360	01/29/2007	Completed	\$0	Commercial	
06-6813	01/10/2007	Completed	\$30		CHANGE AUTO PARKING AREA TO SCOOTER PARKING
06-6316	12/07/2006	Completed	\$40,000	Commercial	INSTALL ONE SPLIT SYSTEM 7.5 TON, THREE 3/4 TON, AND 22 OPENINGS.
06-6317	12/07/2006	Completed	\$40,000	Commercial	INSTALL 2 SPLIT A/C UNITS & 12 DUCTWORK FOR POOL BAR & SUITES, 3 FANS & 2 UTAC UNITS.
06-6526		Completed		Commercial	INSTALL V-CRIMP & 30 LB FELT.
06-6527	12/05/2006	Completed	\$6,000	Commercial	INSTALL ROOFING V-CRIMP & 30 LB FELT.
06-6283	11/29/2006	Completed	\$152,000	Commercial	NEW COMMERCIAL SWIMMING POOL 3,181 SF.

Number	Date Issued	Status	Amount	Permit Type	Notes
06-6285	11/29/2006	AND THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRE	WAR COMMAND OF THE PARTY OF THE	Commercial	
06-5539	11/28/2006	A.A.A			INSTALL 80 FIRE SPRINKLERS, 1 WATER CONNECTION & 1 SANDPIPE.
06-5541	10/30/2006				INSTALL 17 FIRE SPRINKLERS IN LOBBY.
06-5905	10/26/2006	The second control of			INSTALL ROOFING V-CRIMP & 30 LB FELT.
06-5572	10/17/2006		\$0	Commercial	CHANGE OUT 100 TON COOLING TOWER.
06-4573	08/02/2006			Commercial	WIRE NEW RETAIL BLDG, POOL SIDE BAR, & INSTALL NEW SERVICES.
06-4574	08/01/2006			Commercial	INSTALL 2 TEMP SERVICES.
06-4006	07/27/2006			Commercial	NEW BLDG ROUGH & TRIM 41 FIXTURES, 4 W/H.
06-4005	07/25/2006	and the same of th		Commercial	ROUGH & TRIM LOBBY BLDG.
05-3023	08/05/2005	Completed	\$1,000	Commercial	REPLACE TUB WIH SHOWER IN UNIS #310,ō
03-1296	06/06/2003	water to the contest extraper was the resolution of		Commercial	REMOVED EXISTING ROOF
03-1954	06/06/2003			Commercial	COAL TAR SEALER PARKLOT
03-1647	05/16/2003			Commercial	CONCRETE RESTORATION
03-1411				Commercial	REPAIRED SEWER LATERAL
0200739	04/02/2002	Completed	\$10,000	Commercial	RENOVATIONS DOMINOS PIZZA
0103329	10/10/2001	Completed		Commercial	INSTALL AWNINGS/DOMINOS
97-4139	12/01/1997		THE RESERVE THE PROPERTY OF THE PARTY OF THE	Commercial	REPAIRS
97-2657	09/01/1997			Commercial	INFORMATION BOOTH
9702542	08/01/1997			Commercial	SIGN
9702736	08/01/1997			Commercial	ELECTRICAL
9702199	07/01/1997	******************************		Commercial	INTERIOR ALTERATIONS
9700499	06/01/1997	CONTRACTOR		Commercial	SIGN
9701748	06/01/1997	Completed	\$500	Commercial	ELECTRICAL
9701659	05/01/1997	Completed	\$2,600	Commercial	2 TON AC
97-0992	04/01/1997	Completed	\$45,000	Commercial	REPAIR & PAINTING
97-0473	02/01/1997	Completed	\$2,000	Commercial	DEMOLITION
96-3384	08/01/1996	Completed	\$125	Commercial	TENT
9603147	07/01/1996	Completed	\$4,000	Commercial	AWNINGS
96-3007	07/01/1996	Completed	\$3,500	Commercial	REMODELING
9602284	06/01/1996	Completed	\$1,100	Commercial	ELECTRIC
9602298	06/01/1996	Completed	\$2,200	Commercial	ELECTRICAL
9602300	06/01/1996	Completed	\$4,500	Commercial	FIRE ALARM
9602308	06/01/1996	Completed	\$4,600	Commercial	PLUMBING
9602528	06/01/1996	Completed	\$4,000	Commercial	MECHANICAL
9602550	06/01/1996	Completed	\$8,000	Commercial	SIGN
96-2459	06/01/1996	Completed	\$1,500	Commercial	ELECTRICAL
96-2474	06/01/1996	Completed	\$585	Commercial	FIRE ALARM
9601913	05/01/1996	Completed	\$57,000	Commercial	RENOVATIONS
9602059	05/01/1996	Completed	\$10,000	Commercial	RENOVATIONS
9602205	05/01/1996	Completed	\$8,000	Commercial	ELECTRIC
96-1738	04/01/1996	Completed	\$200,000	Commercial	ROOM RENOVATION
B950392	02/01/1995	Completed	\$7,500	Commercial	WOOD DECK
B950393	02/01/1995	Completed	\$9,500	Commercial	SIDEWALK
B95-0394	02/01/1995	Completed	\$5,000	Commercial	STAIN POOL DECK & WALLS
B950298	01/01/1995	Completed	\$9,000	Commercial	PAVE PARKING
P943904	11/01/1994	Completed	\$6,500	Commercial	FIRE SPRINKLERS
B940083	01/01/1994	Completed	\$560,000	Commercial	1 STORE/6 UNIT GUEST HOUS

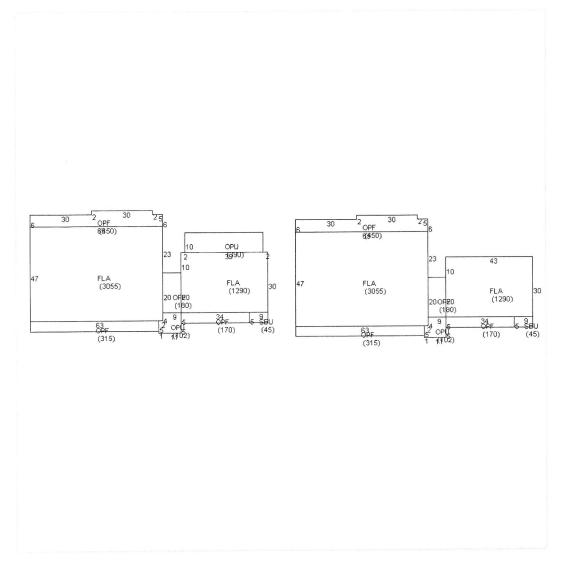
View Tax Info

View Taxes for this Parcel

Sketches (click to enlarge)







Photos

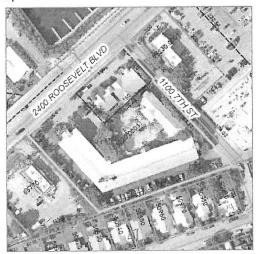








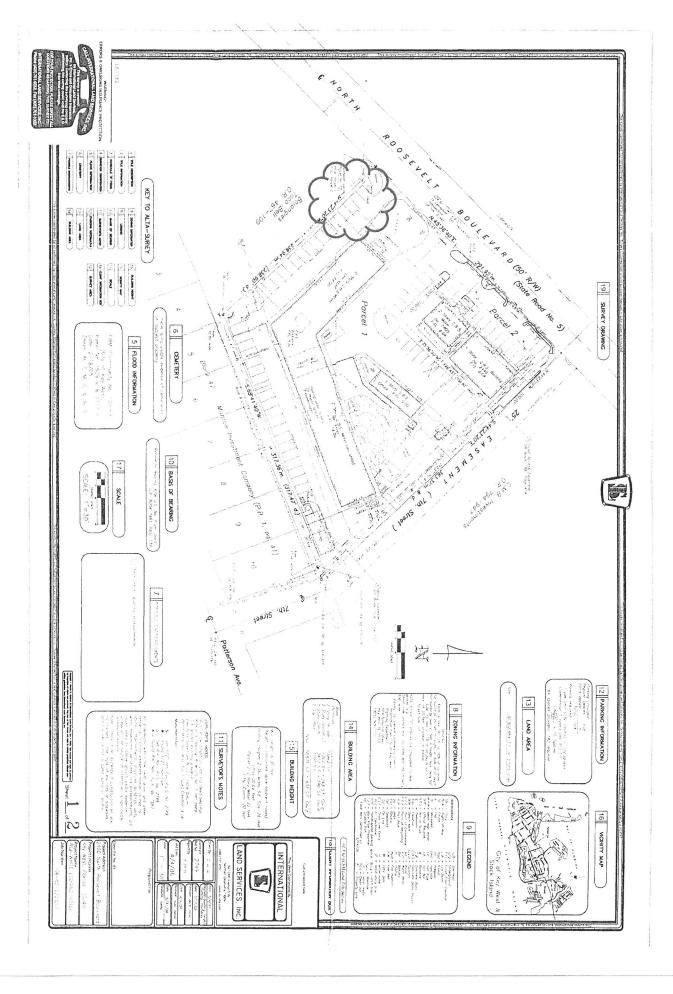
Map

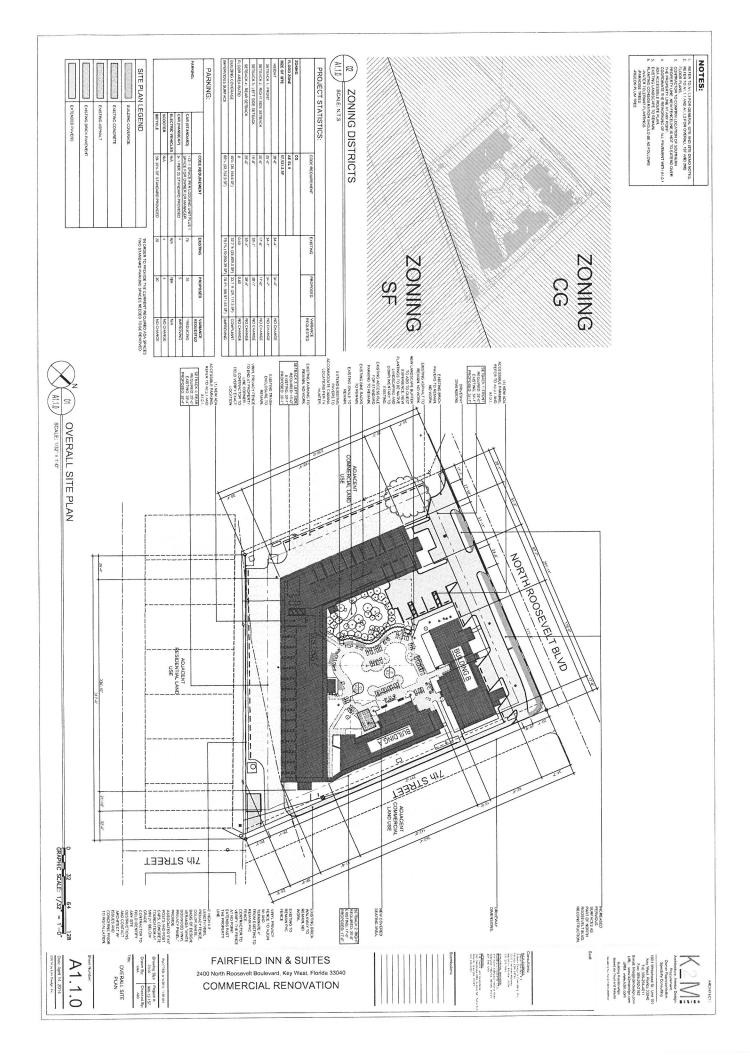


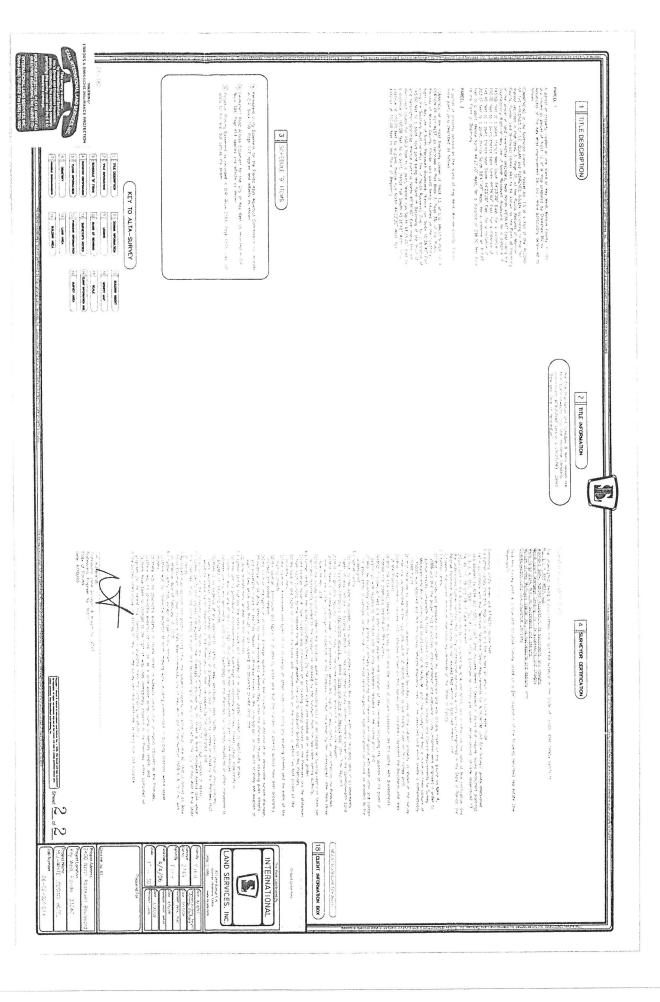
TRIM Notice

SCHNEIDER GEOSPATIAL

Site Plan & Survey







Traffic Study

January 15, 2025

Ms. Lori Thompson Research & Planning Coordinator Spottswood, Spottswood & Sterling, PLLC 500 Fleming Street Key West, FL 33040

Re: Fairfield Inn & Suites Golf Carts – Key West, Florida Traffic Statement

Dear Lori:

The Fairfield Inn & Suites property is located at 2400 N. Roosevelt Boulevard / US 1 in Key West, Monroe County, Florida. Bone Island Rentals proposes to locate ten (10) small recreational rental vehicles (i.e. golf carts) on this site. The purpose of this traffic statement is to document the anticipated roadway impacts associated with the location of these rental golf carts at 2400 N. Roosevelt Boulevard.

Location of Proposed Golf Carts & Roadway Access

The proposed golf carts will be located within four (4) parking spaces in the northwest corner of the site. Vehicular access to N. Roosevelt Boulevard is located immediately adjacent to these parking spaces. The proposed parking location for these vehicles is depicted on the preliminary site plan contained in Attachment A to this memorandum.

Trip Generation Analysis

These proposed golf carts can be rented on an hourly or daily basis with most being rented on a daily basis. The trip generation characteristics associated with the proposed location of ten (10) rental golf carts at 2400 N. Roosevelt Boulevard has been estimated based upon the trip generation characteristics of similar facilities in Key West. Based upon data and analyses previously submitted by our firm to the City of Key West, the anticipated golf cart rental trip generation rates are as follows:

Daily Trip Generation Rate:
 Peak Hour Trip Generation Rate:
 0.25 trips / golf cart

With ten (10) rental golf carts proposed to be available at 2400 N. Roosevelt Boulevard, the number of new daily and peak hour trips to be generated are as follows:

- Daily Trips = 12
- Peak Hour = 3

Since Bone Island Rentals is already operating on this site with rental scooters and rental bicycles, no other vehicle trips (e.g. employee trips) are anticipated as a result of this action.

Traffic Impacts

In accordance with Section 18-358 of the City's Code of Ordinances, the traffic impacts associated with the proposed golf cart rentals at the subject location must be addressed. More specifically, insignificant (or "de minimis") impacts are defined as those that constitute an impact of less than three percent (3.0%) of the capacity on the local transportation network.

Based upon the location of the proposed rental golf carts, it is expected that these vehicles will access N. Roosevelt Boulevard and quickly disperse throughout the City's street grid network. As a result of this trip dispersion, impacts to any single roadway or intersection will be minimal. However, for the purposes of this traffic impact analysis, the focus is on N. Roosevelt Boulevard, Kennedy Drive, 7th Street, 5th Street, 1st Street, and Garrison Bight Causeway / Palm Avenue.

The trip distribution patterns for this site have been developed based upon the surrounding roadway network and the area's land uses / attractions. The inbound and outbound trip distribution patterns are presented in Attachment B to this memorandum.

Capacity Analyses

The capacities of the study roadway segments were determined based upon data published by the Florida Department of Transportation (FDOT) in their latest 2023 Multimodal Quality / Level of Service Handbook (January 2023). The first step to determine the capacity of this roadway segment is to establish the FDOT context classification. This was done by reviewing the step-by-step guide in the FDOT Context Classification Guide (February 2022). Within this study area, there is a mix of retail, office, institutional and residential uses with small blocks and a well-connected roadway network. As a result, this area has the characteristics associated with a "C4 – Urban General" classification.

The daily capacity of N. Roosevelt Boulevard (a five-lane state-maintained roadway) is 36,100 vehicles per day (vpd). The daily capacity of Kennedy Drive (a four-lane locally-maintained roadway) is 25,992 (vpd) (i.e. LOS "D" service volume of 36,100 vpd with a 0.90 adjustment factor for a non-State signalized roadway and a 0.80 adjustment factor to account for the absence of exclusive left-turn lanes). The resulting daily capacity of the two-lane roadways within the project study area (i.e. 7th Street, 5th Street, 1st Street and Garrison Bight Causeway / Palm Avenue) is 12,672 vehicles per day (vpd) (i.e. LOS "D" service volume of 17,600 vpd with a 0.90 adjustment factor for a non-State signalized roadway and a 0.80 adjustment factor to account for the absence of exclusive left-turn lanes).

In a similar manner, the hourly capacity for these roadways was established. The resulting peak hour / two-way LOS "D" capacity for N. Roosevelt Boulevard is 3,250 vehicle per hour (vph). And the peak hour / two-way LOS "D" capacity for Kennedy Drive is 2,340 vph (i.e. LOS "D" service volume of 3,250 vpd with a 0.90 adjustment factor for a non-State signalized roadway and a 0.80 adjustment factor to account for the absence of exclusive left-turn lanes). The resulting peak hour capacity of the two-lane roadways within the project study area is 1,137 vehicles per day (vpd) (i.e. LOS "D" service volume of 1,580 vpd with a 0.90 adjustment factor for a non-State signalized roadway and a 0.80 adjustment factor to account for the absence of exclusive left-turn lanes). Please see Attachment C for the referenced level of service thresholds. The daily and peak hour traffic impacts on the surrounding (and primarily impacted) roadway segments are summarized in Table 1 on the following page.

As indicated in Table 1, the projected daily and peak hour vehicle trips associated with the proposed golf carts at 2400 N. Roosevelt Boulevard are substantially less than the 3.0% significance thresholds on each of the directly impacted roadway segments in close proximity to the site. Therefore, these volumes will not have a significant impact on the local street network.

Table 1 Fairfield Inn & Suites - Golf Carts Key West, Florida

		Daily		Peak Hour			
Roadway	Capacity	Project Traffic	% Impact	Capacity	Project Traffic	% Impact	
N. Roosevelt Boulevard							
- NE of Kennedy Drive	36,100	2	0.01%	3,250	1	0.03%	
N. Roosevelt Boulevard							
- Kennedy Dr to 7th Street	36,100	4	0.01%	3,250	1	0.03%	
N. Roosevelt Boulevard							
- 7th Street to 5th Street	36,100	7	0.02%	3,250	2	0.06%	
N. Roosevelt Boulevard							
- 5th Street to Palm Avenue	36,100	6	0.02%	3,250	2	0.06%	
N. Roosevelt Boulevard							
- SW of Palm Ave / 1st Street	36,100	2	0.01%	3,250	1	0.03%	
Kennedy Drive							
- N. Roosevelt to Flagler Ave	25,992	1	0.00%	2,340	0	0.00%	
7th Street							
- N. Roosevelt to Flagler Ave	12,672	1	0.01%	1,137	0	0.00%	
5th Street							
- N. Roosevelt to Flagler Ave	12,672	1	0.01%	1,137	0	0.00%	
1st Street							
- N. Roosevelt to Flagler Ave	12,672	1	0.01%	1,137	0	0.00%	
Garrison Bight / Palm Ave							
- NW of N. Roosevelt Blvd	12,672	2	0.02%	1,137	1	0.09%	

As requested by City staff, we have also considered the impact of the project traffic as it relates to the existing traffic volumes on the surrounding street system. The study roadway segments with daily traffic volumes reported by FDOT are presented below along with the percent project traffic impact.

• N. Roosevelt Boulevard / US 1

- NE of Kennedy Drive
 - Daily Vol.: 34,000 vpd Project Traffic: 2 daily trips (0.006%)
- Kennedy Drive to 7th Street
 - Daily Vol.: 37,000 vpd Project Traffic: 4 daily trips (0.011%)
- o 7th Street to 5th Street
 - Daily Vol.: 37,000 vpd Project Traffic: 7 daily trips (0.019%)
- o 5th Street to Palm Avenue / 1st Street
 - Daily Vol.: 37,000 vpd Project Traffic: 6 daily trips (0.016%)
- O SW of Palm Avenue / 1st Street
 - Daily Vol.: 21,500 vpd Project Traffic: 2 daily trips (0.009%)
- Kennedy Drive N. Roosevelt Boulevard to Flagler Avenue
 - o Daily Vol.: 9,600 vpd Project Traffic: 1 daily trip (0.042%)
- 7th Street N. Roosevelt Boulevard to Flagler Avenue
 - o Daily Vol.: 1,750 vpd Project Traffic: 1 daily trip (0.057%)
- 5th Street N. Roosevelt Boulevard to Flagler Avenue
 - o Daily Vol.: 5,300 vpd Project Traffic: 1 daily trip (0.019%)

- 1st Street N. Roosevelt Boulevard to Flagler Avenue
 - o Daily Vol.: 5,900 vpd Project Traffic: 1 daily trip (0.017%)
- Garrison Bight / Palm Avenue NW of N. Roosevelt Boulevard
 - O Daily Vol.: 19,500 vpd Project Traffic: 2 daily trips (0.010%)

Conclusions

Based upon the foregoing analysis and assessment of the traffic operations associated with the proposed golf cart rentals to be located at 2400 N. Roosevelt Boulevard in Key West, it is evident that the resulting daily and peak hour traffic can be accommodated well within the City's 3.0% traffic impact threshold on the directly impacted roadway segments.

If you have any questions or require additional information, please do not hesitate to contact me.

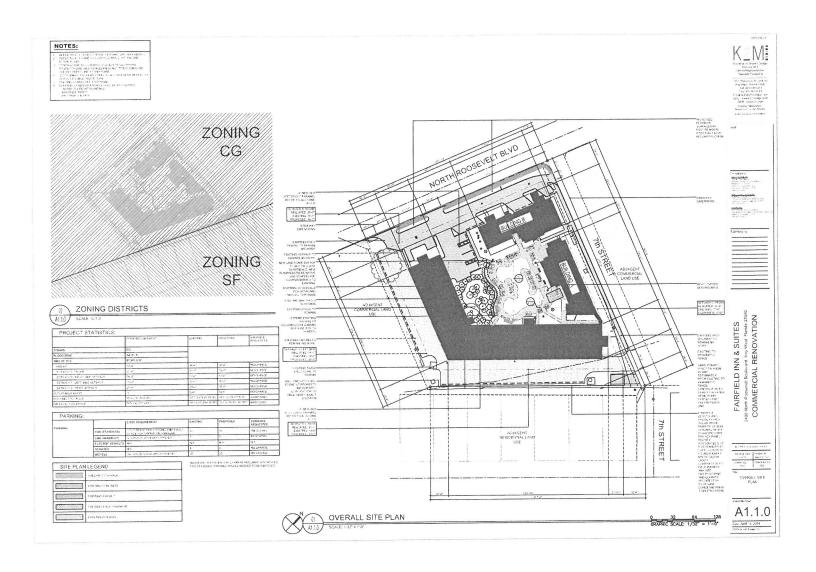
KBP CONSULTING, INC.

Karl B. Peterson, P.E.

Senior Transportation Engineer

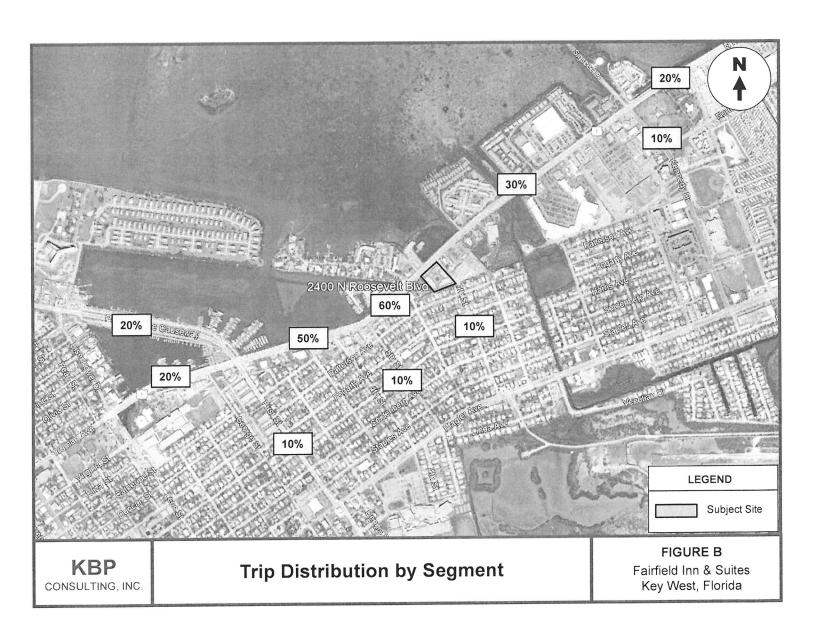
Attachment A

Site Plan with Proposed Golf Cart Location



Attachment B

Trip Distribution Patterns



Attachment C

FDOT Level of Service Tables



C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables

	8	N.C.S	8	NES.
	22	150	40	
	23	2	pp	100
2	Tie.	19	937	19
12	100	2 1	130	
100	955	5.2	200	90

(C2T-Rural Town)

Peak Hour Directional								
	В	С	D	E				
1 Lane	*	720	940	**				
2 Lane	*	1,140	1,640	**				
3 Lane	*	2,120	2,510	**				

C

1,210

2,210

2,590

C

1,290

1,410

2,910

В

В

1 Lane

2 Lane 3 Lane

4 Lane

1 Lane

2 Lane

3 Lane

4 Lane

Peak Hour Two-Way								
	В	С	D	E				
2 Lane	*	1,310	1,710	**				
4 Lane	*	2,070	2,980	**				
6 Lane	*	3,850	4,560	**				

ADT				
	В	С	D	Ε
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**

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(C4-Urban	
General)	

D	Е
870	1,190
1,790	2,020
2,810	2,990
3,310	3,510

	В	С	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

	В	С	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900

F
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1

(C5-Urb	an
Center	-)

D	Ε
690	1,080
1,900	2,130
2,670	3,110
3,560	3,640

	В	С	D	Ε
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

				г
	В	C	U	С
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600

1		
1		
	1	
	Little In	

(C6-Urban Core)

	В	С	D	Ε
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	В	С	D	Е
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	В	С	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities. The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05

2 Iane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80

Exclusive right turn lane(s): Multiply by 1.05 Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95 Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75 Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

*Cannot be achieved using table input value defaults. **Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

***LOS C thresholds are not applicable for C6 as C6 roadway facilities are neither planned nor designed to achieve automobile LOS C.