#### SPOTTSWOOD, SPOTTSWOOD, SPOTTSWOOD & STERLING, PLLC

ATTORNEYS AND COUNSELORS AT LAW 500 FLEMING STREET KEY WEST, FLORIDA 33040

JOHN M. SPOTTSWOOD, JR. ERICA HUGHES STERLING ROBERT A. SPOTTSWOOD, JR. RICHARD J. MCCHESNEY ROBERT H. GEBAIDE

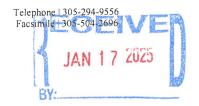
OF COUNSEL:

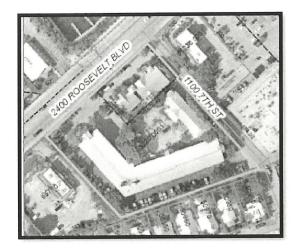
JOHN M. SPOTTSWOOD (1920 - 1975)

January 17, 2025

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

RE: Variance Application 2400 N Roosevelt Blvd, Key West, Florida RE# 00065220-000100





Ms. Halloran:

Please allow this letter and supporting documentation to serve as Bone Island Rental's ("Applicant") application for a parking variance associated with the accompanying Conditional Use application at 2400 N. Roosevelt Blvd, Key West, Florida 33040 (the "Property"). The Applicant proposes to add ten (10) small recreational rental vehicles ("RRVs") to their existing scooter rental business which operates as an accessory use to a hotel. The request is for a variance to code Sec. 108-572. - Schedule of off-street parking requirements by use generally; to allow four (4) existing parking spaces to be used for the storage of ten (10) golf carts. Because this use is to accommodate hotel guests, it is our position that no additional parking is required. Existing parking was approved per Resolution 2014-32. Scooters that are part of the existing rental business are stored on site in a storage area and not in guest parking.

PARKING			
	CODE	EXISTING	PROPOSED
	REQUIREMENT		
Car (standard)	117 (1 sp per	73	NO CHANGE
	room and 1 sp for		
	mgr)		
Car (handicap)	5	4	NO CHANGE
RRVs	1 SP PER 3	20 scooters	VARIANCE
	RRVs		(4 spaces)
Bicycle	20	20	NO CHANGE

- 1. Existence of special conditions or circumstances. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other land, structures, or buildings in the same zoning district.
  - a. Special conditions exist. Many guests visit the city by air. Without a personal vehicle, transportation to the desirable historic downtown area is needed. Being a family hotel, scooter rentals are less desirable for families and golf carts are a safer mode of transportation.
- 2. Conditions not created by applicant. That the special conditions and circumstances do not result from the action or negligence of the applicant.
  - a. The limited parking at this location and the inability to not expand are not conditions created by the applicant; nor is the control of how visitors choose to travel to and around the city.
- 3. Special privileges not conferred. That granting the variance requested will not confer upon the applicant any special privileges denied by the land development regulations to other lands, buildings or structures in the same zoning district.
  - a. Special privileges are not conferred. The popularity of multimodal transportation use results in less parking demand. This benefits the city with parking restraints and necessitates the need for parking variances.
- 4. Hardship conditions exist. That the literal interpretation of the provisions of the land development regulations would deprive the applicant of rights commonly enjoyed by other properties in this same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.

a. The hardship faced by the Applicant is the literal interpretation of the LDRs which require parking for individual uses with no provision for shared use. On-site rental transportation for guests with no personal vehicle should be an option for consideration into the parking demand.

- 5. Only minimum variance granted. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.
  - a. The variance requested is the minimum to satisfy the current needs of the hotel guests. The amount of golf cart licenses being requested is reasonable and appropriate for the proposed Property and operation of the business.

- 6. Not injurious to the public welfare. That granting of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variances will not be injurious to the area involved or otherwise detrimental to the public interest or welfare.
  - a. The granting of the variance does not appear to be injurious to the area involved or detrimental to the public interest.
- 7. Existing nonconforming uses of other property shall not be considered as the basis for approval. That no other nonconforming uses of neighboring lands, structures, or buildings in the same district and that no other permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of a variance.
  - a. The Applicant did not consider other nonconforming uses of other property in developing this application.

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

Sincerely,

7. mil

Richard J. McChesney, Esq.

Enc.



#### **VARIANCE AND AFTER THE FACT VARIANCE APPLICATION CITY OF KEY WEST, FLORIDA • PLANNING DEPARTMENT** Address: 1300 White Street • Key West, Florida 33040 Phone: 305-809-3764 Website: <u>www.cityofkeywest-fl.gov</u>

#### Application Fee Schedule

After the	Fact Application	Fee Sch	nedule
-----------	------------------	---------	--------

Variance Application Fee	\$ 2,552.56
Advertising and Noticing Fee	\$ 358.87
Fire Department Review Fee	\$ 127.63
Total Application Fee	\$ 3,039.06

After the Fact Variance Application Fee	\$ 5,105.13
Advertising and Noticing Fee	\$ 358.87
Fire Department Review Fee	\$ 127.63
Total Application Fee	\$ 5,591.63

#### Please read the following carefully before filling out the application

This application and all required attachments should be submitted to the City Planning Department at 1300 White Street.

- Owners and applicants are notified of their scheduled Planning Board hearing date.
- Attendance at the formal public hearing is mandatory.
- Notice of Public Meeting is published in the newspaper.
- Owners of property within 300 feet of the subject property or parcels are notified by mail.
- Notice of public hearing will be posted on the property and must be left up until after the hearing.
- Variances are quasi-judicial hearings, and it is improper to speak to a Planning Board and/or Boardof Adjustment member about the variance outside of the hearing.

#### **Application Process**

- Prior to submittal, the applicant will schedule a pre-application meeting with staff to review the application and suggest any modifications that may be necessary before submittal. A pre-application meeting is free of charge and should be the final step before submittal. To schedule a pre-application meeting, please call the Planning Department at (305) 809-3764.
- After submittal, the application will be reviewed by staff and additional modifications to the site plan may be necessary at that time. Any modifications within eight (8) days of the scheduled Planning Board meeting may result in the item being postponed till the following Planning Board meeting.
- The applicant will be responsible for submitting a landscape approval letter from the Urban Forestry Program Manager and a Stormwater approval letter from the Director of Engineering.
- When the application is determined to be complete, it will be brought forth to the Planning Board. If the application is approved, there is a 10-day appeal period.
- After the 10-day appeal period, the application will be sent to the Department of Environmental Opportunity (DEO) for rendering. The rendering period is 45 days.

Variance and After the Fact Variance Application Revise 09.19.24 by DP

#### Please include the following with this application:

- 1. A copy of the most recent warranty deed with the Book and Page numbers from the office of the Clerk of Circuit Court for Monroe County containing a legal description of the subject parcel. The application forms must be signed by all owners listed on the deed. For business/corporate ownership, please attach authorization for name of executive authorized to make the application.
- An application fee is determined according to the attached fee schedule. Make the check payable to the City of Key West and include the site address on the memo portion of the check. Be advised that upon review by the Planning Department, additional or fewer variances may be required necessitating a different fee.
- 3. Sign and Sealed site plan(s) of the subject site, indicating the following:
  - a. **Existing and proposed** lot coverage including buildings, pools, spas, driveways and other walkways, patios, porches, covered areas, and decks.
  - b. Location and identification/names of existing trees of 3.5 inches diameter or greater on the property or extending over the proposed work (including access routes and stormwater areas).
     Please provide photos.
  - c. All proposed changes to what exist, including those which make the variance(s) necessary.
  - d. Lot dimensions on all drawings and the distance from all property lines of all existing and proposed structures.
  - e. Dimensions (existing and proposed) of all the items in (a) above, including the height and number of stories of the structure.
  - f. Parking spaces and dimensions (existing and proposed).
  - g. Easements or other encumbrances on the property.
- 4. A survey of the property no more than ten years old
- 5. Elevation drawings or proposed structures, indicating finished height above established grade as measured from crown of road
- 6. Floor Plans of existing and proposed development
- 7. Stormwater management plan
- 8. PDF version of application and all required materials submitted to the Planning Department

The attached Verification and Authorization Forms must be notarized. This can be done at City Hall or the Planning Department. Identification is required. An out-of-state notarization is acceptable, if necessary.

#### Make sure that the applicable application and authorization forms are signed by all people listed as owners on the recorded Warranty Deed.

Be advised that the City will not grant a variance unless the City Impact Fees of sewer and solid waste services are paid in full.

For assistance, please call the Planning Department at (305) 809-3764.



#### **VARIANCE AND AFTER THE FACT VARIANCE APPLICATION CITY OF KEY WEST, FLORIDA • PLANNING DEPARTMENT** Address: 1300 White Street • Key West, Florida 33040 Phone: 305-809-3764 Website: <u>www.cityofkeywest-fl.gov</u>

Application Fee Schedule	
Variance Application Fee	\$ 2,552.56
Advertising and Noticing Fee	\$ 358.87
Fire Department Review Fee	\$ 127.63
Total Application Fee	\$ 3,039.06

After the Fact Application Fee Schedule	9
After the Fact Variance Application Fee	\$ 5,105.13
Advertising and Noticing Fee	\$ 358.87
Fire Department Review Fee	\$ 127.63
Total Application Fee	\$ 5,591.63

Please complete this application and attach all required documents. This will help staff process your request quicklyand obtain necessary information without delay. If you have any questions, please call 305-809-3764.

PROPERTY DESCRIPTION: Site Address: 2400 N. Roosevelt Blvd		
Zoning District: CG		
Real Estate (RE) #: _00065220-000100		
Property located within the Historic District?	□Yes ☑No	
APPLICANT: DOwner Name: Spottswood Law Firm	☑Authorized Representative Mailing Address	500 Fleming Street
City:Key West	State: / L	Zip: <u>33040</u>
Home/Mobile Phone: Email: Richard@spottswoodlaw.com	Office:_305-294-9556	Fax:
PROPERTY OWNER: (if different than above) Name: <u>RLJ II-F KEY WEST LLC</u> City: <u>Bethesda</u>	State: MD	: <u>3 Bethesda Metro Ste 1000</u> 
Home/Mobile Phone:	Office:	Fax:
Email: <u>c/o Richard@spottswoolaw.com</u>		
Description of Proposed Construction, Develo Adding golf carts to an existing recreat	pment, and Use: ional vehicle rentals as an a	ccessory use for guests of the hote
List and describe the specific variance(s) being	g requested:	

Parking variance of 4 spaces from the requirement of adding 10 rental vehicles per code Sec. Sec. 108-572. - Schedule of off-street parking.

Are there any easements, deed restrictions or other encumbrances attached to the property?  Yes If yes, please describe and attach relevant documents:		⊠No
Will any work be within the dripline (canopy) of any tree on or off the property? If yes, provide date of landscape approval, and attach a copy of such approval.	□Yes	⊠No
Is this variance request for habitable space pursuant to Section 122-1078?	□Yes	⊠No

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

	Code Requirement	Existing	Proposed	Variance Request	
		L			
Zoning	GC				
Flood Zone	AE7				
Size of Site	88,302 SF				
Height	NA				
Front Setback	NA				
Side Setback	NA				
Side Setback	NA				
Street Side Setback	NA				
Rear Setback	NA				
F.A.R	NA				
Building Coverage	NA				
Impervious Surface	NA				
Parking					
Handicap Parking					
Bicycle Parking					
Open Space/ Landscaping	NA				
Number and type of units	NA				
Consumption Area					
or No. of seats	NA				

#### Site Data Table

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

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

#### **Standards for Considering Variances**

Before any variance may be granted, the Planning Board and/or Board of Adjustment must find all of the following requirements are met: Please print your responses.

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

SEE /	ATTACHED	COVER L	ETTER
-------	----------	---------	-------

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

SEE ATTACHE	D COVER LETTER
-------------	----------------

- Special privileges not conferred. That granting the variance(s) requested will not confer upon the applicant any special privileges denied by the land development regulations to other lands, buildings, or structures in the same zoning district.
   SEE ATTACHED COVER LETTER
- 4. Hardship conditions exist. That literal interpretation of the provisions of the land development regulations would deprive the applicant of rights commonly enjoyed by other properties in this same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.

SEE ATTACHED COVER LETTER

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

SEE ATTACHED COVER LETTER

Variance and After the Fact Variance Application

Revised 10.22.24 by DP

Page 5 of 8

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

SEE ATTACHED COVER LETTER

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

SEE ATTACHED COVER LETTER

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

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

REQUIRED SUBMITTALS: *All* of the materials listed below must be submitted in order to have a complete application. Applications will not be processed until all materials are provided. Please submit one (1) paper copy of the materials to the Planning Department and one (1) electronic version in PDF format.

- □ Correct application fee, made payable to "City of Key West."
- Pre-application meeting form
- □ Notarized verification form signed by property owner or authorized representative.
- □ Notarized authorization form signed by property owner, if applicant is not the owner.
- □ Copy of recorded warranty deed
- □ Monroe County Property record card
- □ Signed and sealed survey (Survey must be within 10 years from submittal of this application)
- Sign and sealed site plan (sign and sealed by an Engineer or Architect)
- □ Floor plans
- Any additional supplemental information necessary to render a determination related to the variance request

# 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.

, Wil	fredo Duran		as
Please Print Name of person v	with authority to exec	ute documents on behalf of entity	
President	of	Bone Island Cart Rentals, LLC	
Name of office (President, Managing		Name of owner from deed	
authorize Richard J. McChesney/Spott	swood, Spottswoo	od, Spottswood & Sterling, PLLC	
to be the representative for this application	and act on my/our	esentative behalf before the City of Key West.	-
Signature of person with aut	normy to execute abet	uments on behalf of entity owner	
Subscribed and sworn to (or affirmed) bef	ore me on this	January 10, 2025	
by Wilfred DWG Name of person with author	writy to execute docum	nents on behalf of entity owner	
He/She is personally known to me or has	presented_FLD	<u>Privers Creense</u> as identificatio	n,
Multiple Notary's Signature and Seal		MUNICA HORNAL	
Name of Acknowledger typed, printed or stam	iped	CUST 18 203 11	
Commission Number, if any		Provided the solution of the s	



#### City of Key West Planning Department Verification Form (Where Authorized Representative is an individual)

I, <u>Richard J. McChesney</u>, 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 relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this JAMAN 16,2025 by

Richard Michesney. Name of Authorized Representative

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

enaure and Seal

Mon (G. Horoved) Name of Acknowledger typed, printed or stamped

Commission Number, if any



as identification.

## 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	Interstate Management Company LLC as agent for RLJ II - F Key West
Legal Name	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	vendor to utilize space at hotel to rent scooters/bikes
Goods/Work/Services to be	
provided/performed	
by Vendor	
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.

Owner: RLJ II - F Key West Lessee, LLC dba Fairfield Inn and Suites by Interstate Management Company LLC as agent for Owner

By: Karen Kovach, Vice President

Vendor: Bone Island Rentals

By: \_\_\_\_\_\_ Wilfredo Duran, Owner

#### GENERAL TERMS AND CONDITIONS

1. These general terms and conditions ("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

Inn and Suites

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:

6.1 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.

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>

The Description of Operations section of the certificate of insurance shall state the following: IH WL Acquisition Manager LLC as agent for RLJ II - F Key West Lessee, LLC dba Fairfield Inn and Suites\_\_\_\_\_\_ its owners, franchisor, licensors, and their respective shareholders, members, managers, partners, officers, directors, employees, agents, and representatives, are named as additional insured for liability, per the terms of the contract. Insurance is provided on a primary & non-contributory basis. Vendor waives for itself and its insurer any and all rights of subrogation against Owner and its affiliates. Policy cancellation clause provides 30 days' notice of cancellation, except for non-payment of premium, which provides 10 days' notice

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: <u>Wilfredo Duran, Owner Bone Island Rentals</u> <u>2400 N Roosevelt Blvd</u> 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\*\*

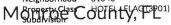
#### Disclaimer

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 1067849 Account# 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



No

33/67/25

Sec/Twp/Rng Affordable Housing

## AK 1067831 2440 N. ROOSEVELT BLVD. 6/1/2012

#### Owner

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

#### Valuation

Land

		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	<b>Building Value</b>	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	\$O	\$35,709,957	\$0
2023	\$21,425,974	\$12,498,485	\$1,785,498	\$35,709,957	\$17,182,588	\$O	\$35,709,957	\$0
2022	\$10.007.952	\$5,837,972	\$841,578	\$16,687,502	\$15,620,535	\$O	\$16,687,502	\$0
2021	\$7.581.782	\$6,823,604	\$758,178	\$15,163,564	\$14,200,487	\$O	\$15,163,564	\$0
2020	\$7.636.402	\$8,484,892	\$848,489	\$16,969,783	\$12,909,534	\$O	\$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	\$O	\$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 UseNumber of UnitsUnit TypeFrontageDepthCOMMERCIAL HIGHWAY (100H)88,302.00Square Foot200350

https://qpublic.schneidercorp.com/Application.aspx?AppID=605&LayerID=9946&PageTypeID=4&PageID=7635&Q=1245383933&KeyValue=00065220... 1/8

#### Buildings

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

Building ID Style Building Type	5969 HOTEL/MOTEL B / 39B			Exterior Walls Year Built EffectiveYearBuilt	CUSTOM 2008 2012
Building Name	800 000 00 00 00			Foundation	
Gross Sq Ft	9080			Roof Type	IRR/CUSTOM METAL
Finished Sq Ft	6987			Roof Coverage	METAL
Stories	2 Floor			Flooring Type	
Condition	GOOD			Heating Type	-
Perimeter	576			Bedrooms	0
Functional Obs	0			Full Bathrooms	0
Economic Obs	0			Half Bathrooms	0
Depreciation %	15			Grade	400
Interior Walls				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 Year Built	C.B.S. 1995
Style Building Type Building Nan		19D		EffectiveYearBuilt Foundation	2008
Gross Sq Ft	11604			Roof Type	IRR/CUSTOM
Finished Sq F	t 8690			Roof Coverage	METAL
Stories	2 Floor			Flooring Type	
Condition	EXCELLENT			Heating Type	
Perimeter	740			Bedrooms	
Functional C	bs 0			Full Bathrooms	6
Economic Ol	os O			Half Bathrooms	0
Depreciation	n % 23			Grade	400
Interior Wal	ls			Number of Fire Pl	0
Code	Description	Sketch Area	Finished Area	Perimeter	
FLA	FLOOR LIV AREA	8,690	8,690	0	
OPU	OP PR UNFIN LL	594	0	0	
OPF	OP PRCH FIN LL	2,230	0	0	
SBU	UTIL 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 × 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 x 0	1	858 SF	2

#### qPublic.net - Monroe County, FL - Report: 00065220-000100

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	Туре	Notes
2024-1209	11/19/2024	Active	\$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 Roo **noc received11/19/2018 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	A set of the	Completed	-		4 ELECTRICAL WALL SIGNS
14-4643		Completed		Commercial	INSTALL 3/4 TON MINI SPLIT A.C. UNIT IN ELEVATOR MACHINE ROOM. (NOC W/APP) *
14-4644		Completed		Commercial	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.)
14-4378	09/19/2014		\$1,400	Commercial	RENOVATE 5 GUESTROOMS; TOILETS, SINK & FAUCETT; SHOWERS / TUB WITH NEW PANS.
14-4327	Care research and an end of the second s	Completed			TEAR OFF EXISTING ROOFING MENBRANE AND ASSEMBLIES TO THE STRUCTURAL CONCRETE DOCK PREP DECK AND INSTALL TAPER INSULLATION USING APPROVED FOAM ADHHESIVE. INSTALL60 PVC 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	RENOVATION/REMODEL OF BATHROOMS IN ALL GUEST ROOMS; LOBBY AND BAR/RESTAURANT 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		INSTALLATION OF BOXES, DEVICES AND CABLING FOR TELE/DATA AND TV.
14-3491	07/28/2014	Completed	\$257,000	Commercial	Level 1 alteration includes exterior painting; exterior handrail-guard rail replacement; ADA upgrades with 2 public restrooms; interior millwork and finishes. **NOC REQ**
14-2471	07/07/2014	Completed	\$1,990,084	Commercial	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	LEVEL 1 ALTERATION INCLUDES EXTERIOR PAINTING, EXTERIOR DECK REPAIR EXTERIOR 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	08/16/2008	Completed	\$2,600		REPAIR DELAMINTATED STUCCO AND 200 LF OF CRACKS AND 11 SF OF STUCCO.
07-5227	11/30/2007	Completed	\$800		INSTALL FIVE DEDICATED 20 AMP RECEP.
07-1529	04/16/2007	Completed	\$6,500	a la sumatement de right desente d'un commune	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	INSTALL 313 LF OF PICKET FENCE
06-6813	CONTRACTOR OF A DESCRIPTION OF A DESCRIP	Completed	NO COMPANY OF THE OWNER		CHANGE AUTO PARKING AREA TO SCOOTER PARKING
06-6316		Completed		Commercial	INSTALL ONE SPLIT SYSTEM 7.5 TON, THREE 3/4 TON, AND 22 OPENINGS.
06-6317		Completed			INSTALL 2 SPLIT A/C UNITS & 12 DUCTWORK FOR POOL BAR & SUITES, 3 FANS & 2 UTAC UNITS.
06-6526		Completed			INSTALL V-CRIMP & 30 LB FELT.
06-6527		Completed			INSTALL ROOFING V-CRIMP & 30 LB FELT.
		Completed			NEW COMMERCIAL SWIMMING POOL 3,181 SF.
06-6283	11/27/2000	Completed	ψ152,000	commercial	

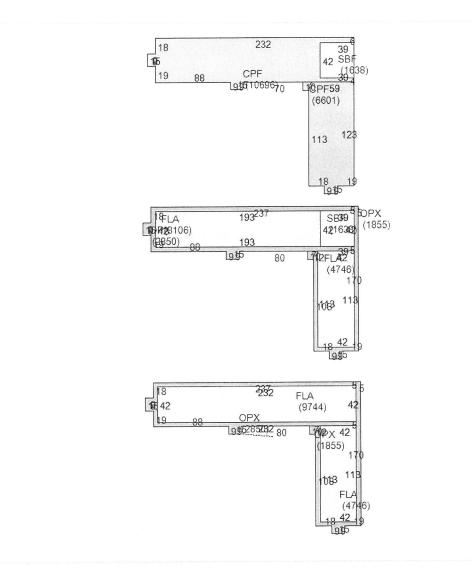
#### qPublic.net - Monroe County, FL - Report: 00065220-000100

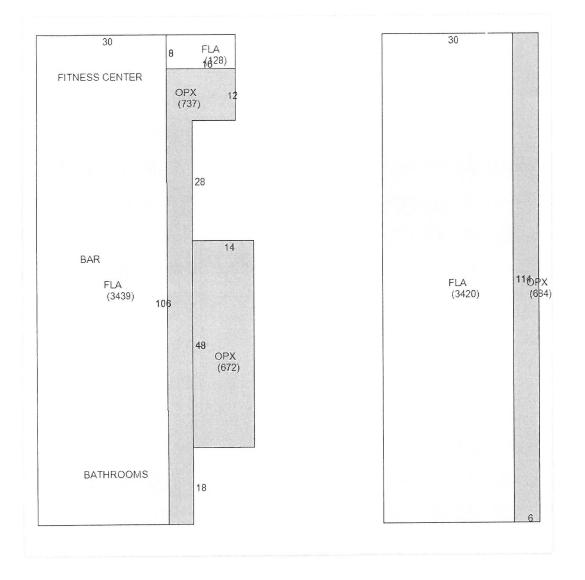
Number	Detelegrad	Chatura	Amount	Permit	Notor
Number	Date Issued	Status	Amount	Type	Notes WIRING FOR POOL HOOKUP.
06-6285	11/29/2006	Completed			INSTALL 80 FIRE SPRINKLERS, 1 WATER CONNECTION & 1 SANDPIPE.
06-5539	11/28/2006				INSTALL 10 FIRE SPRINKLERS, I WATER CONNECTION & I SHADT IT L.
06-5541	10/30/2006	And a construction of the second s		Commercial	INSTALL 17 FIRE SPRINCLERS IN LOBBT. INSTALL ROOFING V-CRIMP & 30 LB FELT.
06-5905	10/26/2006			Commercial	CHANGE OUT 100 TON COOLING TOWER.
06-5572	10/17/2006			Commercial	WIRE NEW RETAIL BLDG, POOL SIDE BAR, & INSTALL NEW SERVICES.
06-4573	08/02/2006				
06-4574	08/01/2006	Completed		Commercial	INSTALL 2 TEMP SERVICES.
06-4006	07/27/2006	and share the second shift of the second		Commercial	NEW BLDG ROUGH & TRIM 41 FIXTURES, 4 W/H.
06-4005	07/25/2006		-	Commercial	ROUGH & TRIM LOBBY BLDG.
05-3023	08/05/2005			Commercial	REPLACE TUB WIH SHOWER IN UNIS #310,6
03-1296	06/06/2003			Commercial	REMOVED EXISTING ROOF
03-1954	06/06/2003	Completed	and a carbon of the free to th	Commercial	COAL TAR SEALER PARKLOT
03-1647	05/16/2003	Completed		Commercial	CONCRETE RESTORATION
03-1411	04/22/2003	Completed			REPAIRED SEWER LATERAL
0200739	04/02/2002	Completed		Commercial	RENOVATIONS DOMINOS PIZZA
0103329	10/10/2001	Completed		Commercial	INSTALL AWNINGS/DOMINOS
97-4139	12/01/1997			Commercial	REPAIRS
97-2657	09/01/1997	Completed		Commercial	INFORMATION BOOTH
9702542	08/01/1997		\$700		
9702736	08/01/1997		\$900		ELECTRICAL
9702199	07/01/1997	Completed	\$1,200	Commercial	INTERIOR ALTERATIONS
9700499	06/01/1997	Completed	\$4,000	Commercial	SIGN
9701748	06/01/1997	Completed	\$500		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			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		\$560,000	Commercial	1 STORE/6 UNIT GUEST HOUS
weighter schweisburgengen		122			

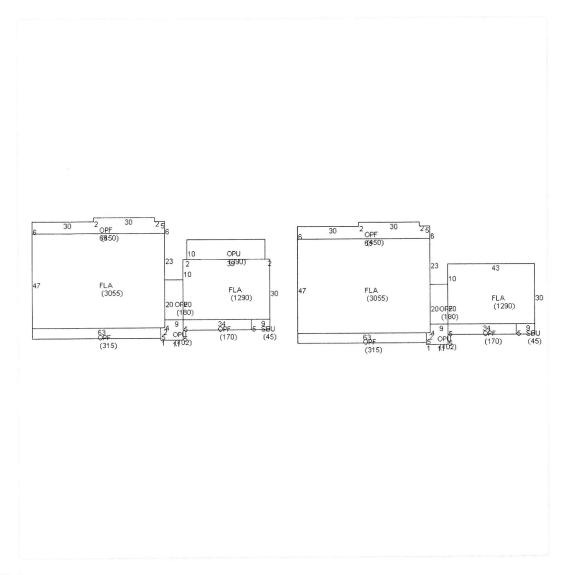
View Tax Info

View Taxes for this Parcel

Sketches (click to enlarge)







#### Photos





1067849-20241119



1067849-20241119

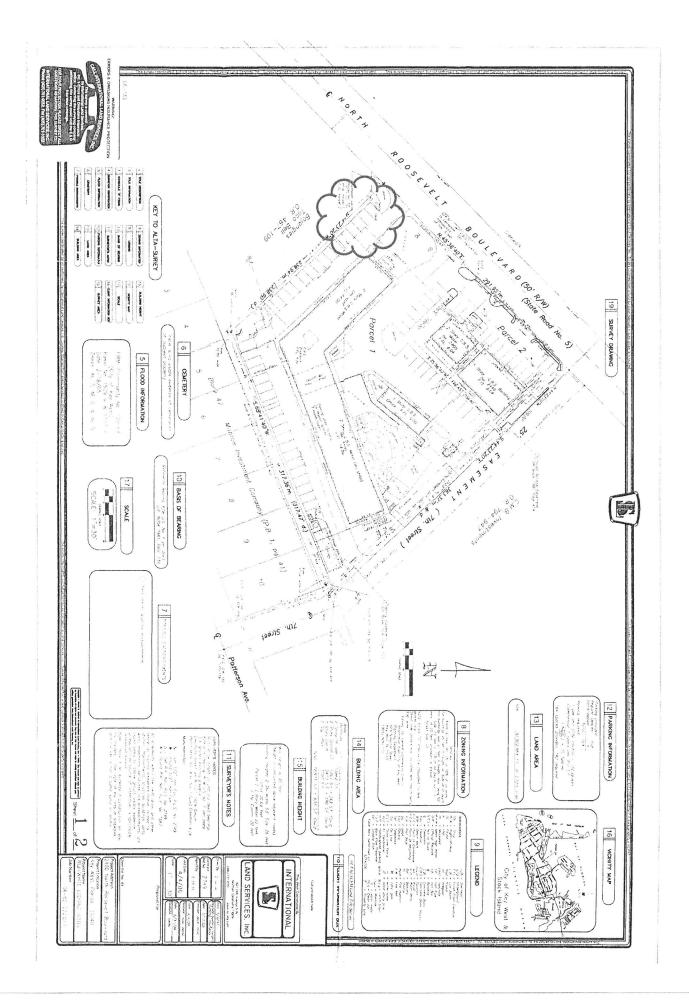


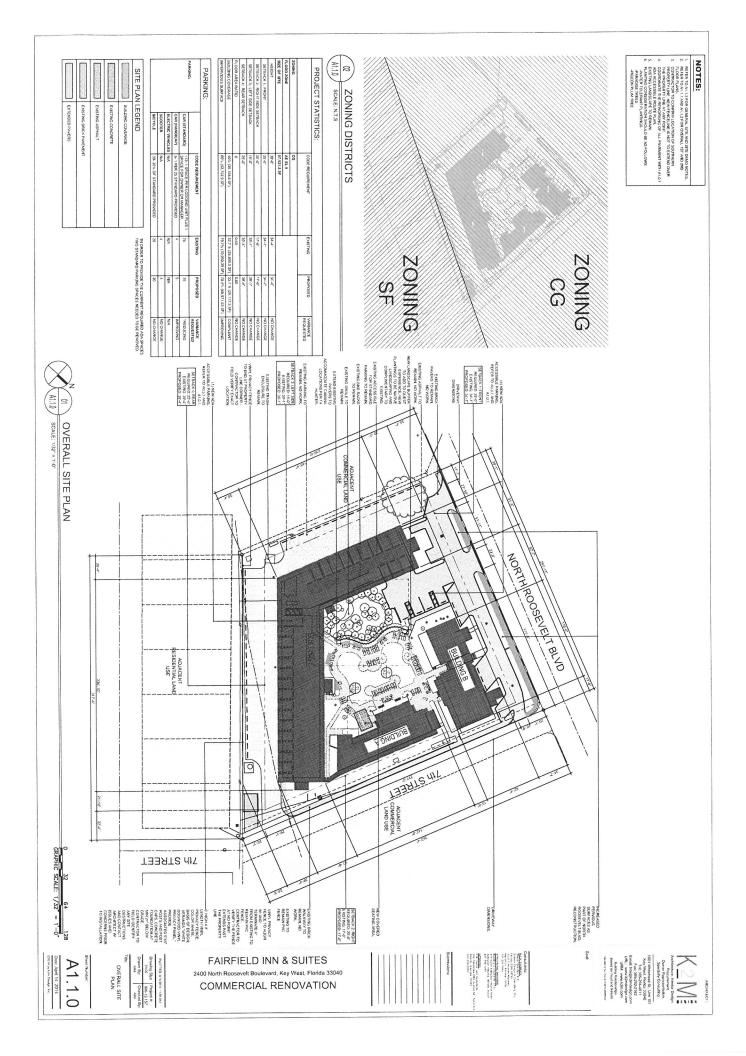


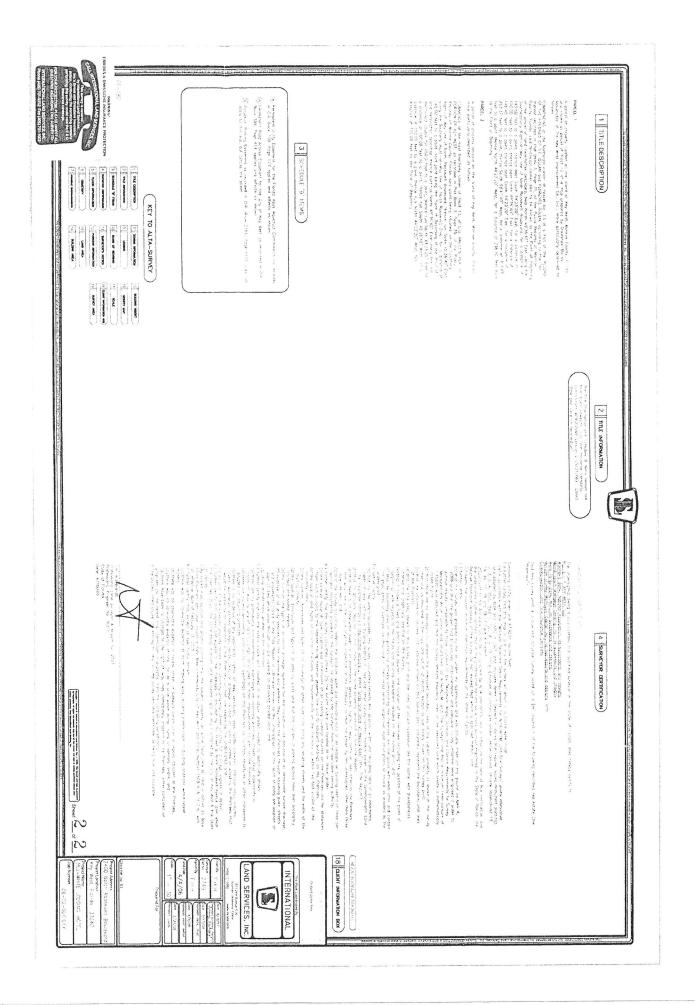
#### **TRIM Notice**

SCHNEIDER

## Site Plan & Survey







### **Traffic Study**

January 15, 2025

Ms. Lori Thompson Research & Planning Coordinator Spottswood, 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: 1.22 trips / golf cart
- 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, 7<sup>th</sup> Street, 5<sup>th</sup> Street, 1<sup>st</sup> 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. 7<sup>th</sup> Street, 5<sup>th</sup> Street, 1<sup>st</sup> 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 Project		Peak Hour Project		
Roadway	Capacity	Traffic	% Impact	Capacity	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						0.000/
- N. Roosevelt to Flagler Ave	12,672	1	0.01%	1,137	0	0.00%
Garrison Bight / Palm Ave				1.125		0.000/
<ul> <li>NW of N. Roosevelt Blvd</li> </ul>	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 7<sup>th</sup> Street
    - Daily Vol.: 37,000 vpd Project Traffic: 4 daily trips (0.011%)
  - o 7<sup>th</sup> Street to 5<sup>th</sup> Street
    - Daily Vol.: 37,000 vpd Project Traffic: 7 daily trips (0.019%)
  - 5<sup>th</sup> Street to Palm Avenue / 1<sup>st</sup> Street
     Daily Vol.: 37,000 vpd Project Traffic: 6 daily trips (0.016%)
  - SW of Palm Avenue / 1<sup>st</sup> Street
    - Daily Vol.: 21,500 vpd Project Traffic: 2 daily trips (0.009%)
- Kennedy Drive N. Roosevelt Boulevard to Flagler Avenue
   Daily Vol.: 9,600 vpd Project Traffic: 1 daily trip (0.042%)
- 7<sup>th</sup> Street N. Roosevelt Boulevard to Flagler Avenue
   Daily Vol.: 1,750 vpd Project Traffic: 1 daily trip (0.057%)
- 5<sup>th</sup> Street N. Roosevelt Boulevard to Flagler Avenue
   Daily Vol.: 5,300 vpd Project Traffic: 1 daily trip (0.019%)

8400 North University Drive, Suite 309, Tamarac, Florida 33321 Tel: (954) 560-7103 Fax: (954) 582-0989

- 1<sup>st</sup> Street N. Roosevelt Boulevard to Flagler Avenue
   Daily Vol.: 5,900 vpd Project Traffic: 1 daily trip (0.017%)
- Garrison Bight / Palm Avenue NW of N. Roosevelt Boulevard
   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.

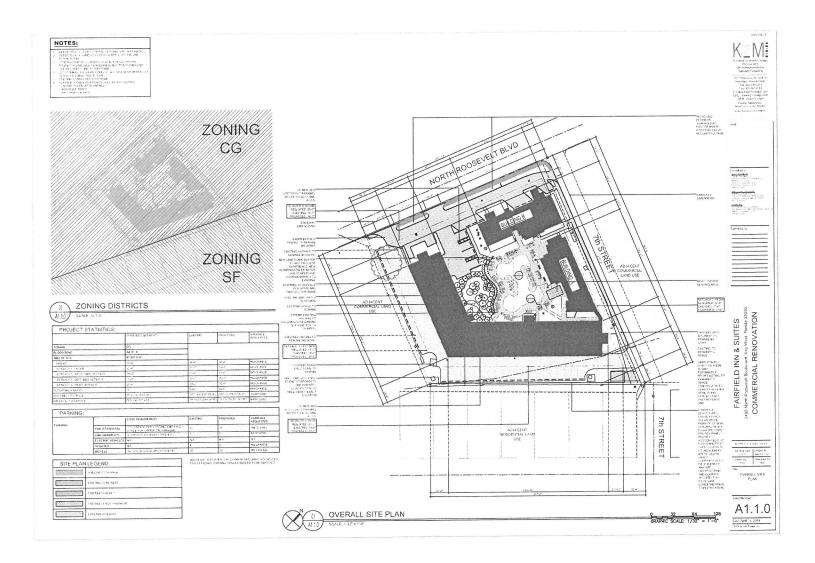
**KBP CONSULTING, INC.** 

BAC )= 1 Deul

Karl B. Peterson, P.E. Senior Transportation Engineer

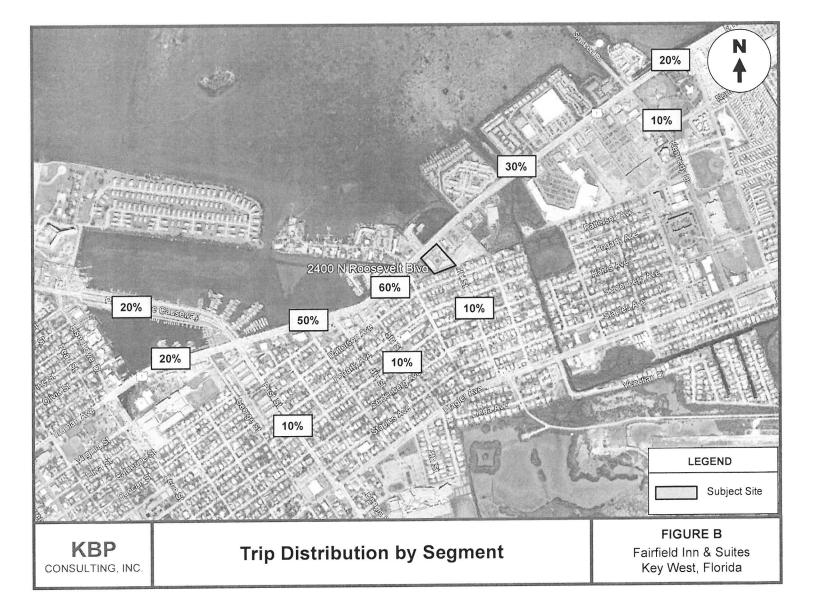
#### Attachment A

Site Plan with Proposed Golf Cart Location



#### Attachment B

**Trip Distribution Patterns** 



#### Attachment C

FDOT Level of Service Tables

#### FDOT

#### C2T, C4, C5, & C6 Motor Vehicle Arterial Generalized Service Volume Tables AADT Peak Hour Two-Way Peak Hour Directional С D Ε С D Е В С D Е В B \*\* \* \*\* \* \*\* 13,800 18,000 720 940 2 Lane 1,310 1,710 2 Lane 1 Lane \*\* \*\* \* \*\* \* 21.800 31,400 \* 4 Lane 2,070 2,980 4 Lane 1,140 1,640 2 Lane \*\* \* \*\* \* 3,850 4,560 \*\* 6 Lane \* 40,500 48,000 6 Lane 2,120 3 Lane 2,510 (C2T-Rural Town) В С D Е D E С D Ε В С В 달날 \* \* 24.000 1,190 \* \* 1,580 2,160 2 Lane 17,600 \* \* 870 2 Jane 1 Lane \* 40,800 3,670 24,400 36,100 \* \* 1,210 1,790 2,020 4 Lane 2.200 3,250 4 Lane 2 Lane \* 44,700 \* \* 5,440 6 Lane 56,800 60,400 2,990 4,020 5,110 2.210 2,810 6 Lane 3 Lane \* 6,380 52,300 66,900 70,900 (C4-Urban \* 2,590 3,310 3,510 8 Lane 4,710 6,020 8 Lane 4 Lane General) D Е В С D F В С D Ε В С \* 13,900 21,800 \* \* 1,250 1,960 2 Lane \* \* 690 1.080 2 Lane 1 Lane 38,300 43,000 \* 3,450 26,100 \* 1,290 1,900 2,130 4 Lane 2,350 3.870 4 Lane 2 Lane \* 2,560 4,850 5,650 6 Lane 28,400 53,900 62,800 1,410 2,670 3.110 6 Lane 3 Lane 6,470 6,620 8 Lane 58,800 71,900 73,600 5,290 \* 2,910 3,560 3,640 8 Lane 4 Lane (C5-Urban Center) D Ε В С D С D Е С Е В В \*\*\* \*\*\* 1,870 16,000 20,800 \*\*\* \* 1,440 2 Lane \* 1 Lane 790 1,030 2 Lane \*\*\* 1 \*\*\* 30,100 38,800 \* 3,490 4 Lane \* \*\*\* 1,490 1,920 4 Lane 2.710 2 Lane \*\*\* 59,400 \*\*\* \*\*\* 6 Lane 55,100 2,940 6 Lane 4,960 5,350 3 Lane 2,730 \*\*\* \*\*\* 65,700 70,600 \*\*\* 5,910 6,350 8 Lane 3,250 3,490 8 Lane 4 Lane (C6-Urban Core)

**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

Exclusive right contraine(s), workpry by 2:03 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.

## Site Plan & Survey

Plan Clarification 5/7/25

