

**Key West Planning Board Meeting Agenda**  
**January 15, 2009 – 6:00 p.m.**  
**City Commission Chamber**  
**Old City Hall, 510 Greene Street**



**Item 4.a.1.**

**3820 N Roosevelt –** A Development Agreement for an approved Major Development Plan, Conditional Use and Variance for the Key West Resort in the General Commercial (CG ) Zoning District, pursuant to Chapter 90, Article IX, Development Agreements, Code of Ordinances, City of Key West, Florida (RE# 00064950-000000, 00065550-000000, 00065530-000000, 00065540-000000, 00065060-000000, and 00064949-000000).



**THE CITY OF KEY WEST  
PLANNING BOARD  
Staff Report**

**To:** Chairman and Planning Board Members

**From:** Amy Kimball-Murley, AICP

**Meeting Date:** January 15, 2009

**Agenda Item:** Development Agreement for Property Located at 3852, 3850, 3824, 3840, 3820, and 3800 N. Roosevelt Blvd (known as 3820 N. Roosevelt Blvd) (RE# 00064950-000000, 00065550-000000, 00065530-000000, 00065540.000000, 00065060-000000, and 00064949-000000)

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**Request:** A Development Agreement for an approved Major Development Plan, Conditional Use and Variance for the Key West Resort in the General Commercial (CG) Zoning District, pursuant to Chapter 90, Article IX, Development Agreements, Code of Ordinances, City of Key West, Florida

**Applicant:** Spottswood Hotels, Inc.

**Property Owner:** Spottswood Hotels, Inc. (including subsidiaries and affiliates)

**Location:** 3852, 3850, 3824, 3840, 3820, and 3800 N. Roosevelt Blvd (known collectively as 3820 N. Roosevelt Blvd)

**Zoning:** CG – General Commercial Zoning District

**Background**

The City's Land Development Regulations allow the City Commission, at its sole discretion, to enter into Development Agreements with property owners. On May 6, 2008, via Resolution 08-132, the City Commission expressed their preliminary interest in considering a Development Agreement with Spottswood Hotels, Inc., for the previously approved Key West Resort project. Subsequently, the applicant submitted a draft Development Agreement, which was modified in response to staff and legal comments made over a several month period, including at the Development Review Committee on November 21, 2008. The draft Development Agreement is before the Planning Board for the first public hearing required under the code, prior to transmittal (with recommendations) to the City Commission for the second required public hearing.

The Key West Resort is a large, previously approved project which includes the construction of a 450 room hotel, 33 timeshare units, 21 residential units with lock-outs, a 20,500 square foot conference center, 21,000 square feet of retail space, a themed restaurant and bar with 7,000 square feet of consumption space, and fifty work force housing units. The site is approximately 17 acres. The project was originally approved by the City Commission by Resolution 07-164 and by the Board of Adjustment via Resolution 07-083 (see attachments). Given the size and complexity of the development, it appears appropriate to integrate all three approvals into a single Development Agreement, thereby giving the City a clear, single mechanism with which to control the timing and phasing of the development. While the Development Agreement process is not right for every project, it is generally most suitable for large-scale projects of this nature.

The Land Development Regulations acknowledge the findings of the state legislature that enable Development Agreements under Florida Statute, as follows (see Section 90-676):

*(1) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.*

*(2) Assurance to a developer that, upon receipt of a development permit, the applicant may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in ensuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning and reduces the economic costs of development.*

*(3) The comprehensive planning process should be furthered by authorizing local governments to enter into development agreements with developers. The intent is to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.*

In this case the Development Agreement offers an opportunity for the applicant to synthesize and extend approvals into as long as a ten year period, as well as an opportunity for the City to ensure that public priorities are clearly addressed by the proposed project. The balance of benefits for all parties is an important consideration as the draft agreement is reviewed by the Planning Board.

### **Previous City Actions**

May 2, 2007                      City Commission Approval of Major Development Plan and Conditional Use Approval (per Resolution 07-164);

March 7, 2007 Board of Adjustment Parking Variance (per Resolution 07-083)

May 7, 2008 City Commission Preliminary Consideration of Development Agreement (per Resolution 08-192)

November 21, 2008 Development Review Committee Review of Draft Development Agreement

**Proposed Development Agreement**

The City's Land Development Regulations set forth criteria for the contents of a Development Agreement. The specific criteria, as well as the location of the information within the Development Agreement, are addressed below.

**Development Agreement Review Criteria (Section 90-682)**

*(a) Any development agreement approved under this article shall contain not less than the following requirements as provided in F.S. § 163.3227:*

*(1) A legal description of the land subject to the development agreement and the identification of all persons having legal or equitable ownership therein.*

A legal description is included in Exhibit A of the Development Agreement and the identification of the owners is provided in the first clause of the agreement (Page 1) and substantiated per correspondence dated April 16, 2008.

*(2) The duration of the development agreement, which duration shall not exceed five years, but which may be extended by mutual consent of the city and the developer. Any request for an extension shall be subject to the public hearing process necessary for the initial approval of the development agreement.*

The proposed duration of the agreement is ten years, per C. Terms of Agreement, 3. Duration of Agreement (see page 8).

*(3) The development uses permitted on the land, including population densities, building intensities and building heights.*

The proposed development is described in section C. Terms of Agreement, 5. Redevelopment Plan (see page 8). Building Heights are described in C. Terms of Agreement, 11. Additional Development Conditions, f. Building Heights (page 15).

*(4) All documents required to comply with criteria cited in the land development regulations applicable to the subject project.*

Section C. Terms of Agreement, 14. All Permits Approved or Needed (page 17) as well as Section C. Terms of Agreement, 16. Redevelopment to Comply with Permits and City Comprehensive Plan and Code Provisions (page 18).

*(5) A description of the public facilities that will service the development, including designation of the entity that will be providing such facilities. Additionally, if new facilities are needed to serve the project, the date by which such facilities will be constructed shall be provided. A schedule to ensure that public facilities shall be available concurrent with the impacts of the development shall also be provided. Such schedule, relating the provision of public facilities or services to events or thresholds in the development, may be substituted for the certain dates required under this subsection.*

Section C. Terms of Agreement, 13. Public Facilities (page 16), describes the public facilities expected to serve the project. In addition, the applicant, in response to City staff's encouragement, has included additional commitments regarding traffic flow and transportation planning appropriate for the size and location of the facility (see page 13, Section C. Terms of Agreement, 9. Traffic Flow; Coordination Regarding Transit Facility.

*(6) The applicant may be required to provide for a performance bond, letter of credit, or similar instrument, to be deposited with the city, to secure the construction of any new facilities that are required to be constructed as part of the proposed development agreement. Alternatively, such construction may be a condition precedent to the issuance of any building permits or other development permissions. If the new public facilities are in place and operating at the time development permits are requested, no such performance bond or letter of credit shall be necessary unless such facilities are not adequate for the project.*

Not applicable. A concurrency analysis has determined that facilities will be available at the time of development.

*(7) A description of any reservation or dedication of land for public purposes. The development agreement shall provide specifically how all impact fees and other funding requirements for the project are to be met.*

The agreement does not include the reservation or dedication of land for public purposes.

*(8) If land is to be conveyed to the city in discharge of the obligation of any impact fee or other similar obligation, the development agreement shall provide that such conveyance will be by warranty deed and will be accompanied by an environmental audit and a title insurance policy which shall be in an amount not less than the assessed value of the land. The applicant shall bear the cost of these requirements.*

Not applicable.

*(9) A description of all development permits approved or needed to be approved for the development of the land, which description shall specifically include but not be limited to the following:*

*a. Any required comprehensive plan amendments or rezonings.*

Not applicable

*b. Any required submissions to or approvals from the county; the South Florida Regional Planning Council; the state departments of community affairs (DCA), environmental protection (DEP), transportation (DOT), health and rehabilitative services (DHRS); the United State Army Corps of Engineers; the South Florida Water Management District; the United States Environmental Protection Agency; or any other departments with competent jurisdiction over any aspect of the proposed development.*

Required permits and approvals are outlined in Section C. Terms of Agreement, 14. All Permits Approved or Needed.

*c. If development requirements are not satisfied, action in reliance on the development agreement or expenditures in pursuance of its terms shall not vest any development rights to the applicant/property owner. Failure to perform as specified in the development agreement shall not constitute partial performance and shall not entitle the applicant or property owner to a continuation of the development agreement.*

Section C. Terms of Agreement, 19. Laws Governing, addresses this issue.

*(10) A specific finding in the development agreement that the development permitted or proposed is consistent with the city's comprehensive plan and with the land development regulations. However, if amendments are required to the comprehensive plan or land development regulations, such amendments shall be specifically identified in the development agreement, and the agreement shall be contingent upon those amendments being made and approved by the appropriate governmental agencies.*

The “Whereas” Clause on page 4 finds that the redevelopment plan is consistent with the City’s Comprehensive Plan and land development regulations. Further, no amendments to the Comprehensive Plan or regulations are required as part of this agreement.

*(11) The city commission may provide for any conditions, terms, restrictions or other requirements determined to be reasonably necessary for the public health, safety or welfare of city residents and property owners.*

The original conditions of approval are repeated with the development agreement, and in some cases, additional language has been added to further clarify processes and intent of conditions. Of particular importance are provisions relating to Affordable Housing (see page 11, Section C. Terms of Agreement, 8. Affordable Work Force Housing; Timing of

Development) and transportation planning (Section C. Terms of Agreement, 9. Traffic Flow; Coordination Regarding Transit Facility).

*(12) A statement indicating that failure of the development agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.*

Section C. Terms of Agreement, 18. Compliance with Permits, Terms, Conditions and Restrictions Not Identified Herein (page 19), includes this provision.

*(13) At the city commission's discretion, the development agreement may provide that the entire development, or any phase thereof, be commenced or completed within a specific period of time.*

The proposed duration of the agreement is ten years, per C. Terms of Agreement, 3. Duration of Agreement (see page 8). No phasing is proposed by the applicant.

*(b) At such time as the city administrative official has reduced the terms of the proposed development agreement to written contractual form, the administrative official shall transmit such development agreement to the planning board and the city commission with a written recommendation from the development review committee.*

This report responds to this requirement.

*(c) Prior to the first public hearing, the proposed development agreement shall have been reviewed by the planning board, and its recommendation along with the development review committee's recommendation shall be provided to the city commission.*

This report and scheduled public meeting with the Planning Board responds to this requirement.

## **RECOMMENDATION**

The Planning Department, based on the criteria established by the Comprehensive Plan and the Land Development Regulations, recommends the request for a Development Agreement be recommended for **approval**.

Prepared by and, after recording,  
return to:

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Parcel ID Numbers 00064950-000000,  
00065550-000000, 00065530-000000,  
00065540-000000, 00065060-000000,  
and 00064949-000000.

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**DEVELOPMENT AGREEMENT FOR  
THE KEY WEST RESORT AND CONFERENCE CENTER**

**THIS DEVELOPMENT AGREEMENT** is entered into by and between JRC Key West Hotel, LLC, an Illinois limited liability company; RFA Key West LLC, an Illinois limited liability company; RFA Key West II, LLC, a Florida limited liability company; AVA Key West, LLC, an Illinois limited liability company; JL Key West LLC, an Illinois limited liability company; JL Key West II, LLC, a Florida limited liability company; SH 6, Inc., a Florida corporation; SH 8 LLC, a Florida limited liability company; JLW Key West 1, LLC, a Florida limited liability company; and JLW Key West 2, LLC, a Florida limited liability company (herein collectively referred to as the "Owner"), and the CITY OF KEY WEST, a Florida municipal corporation (herein the "City") (collectively the "Parties"), pursuant to Sections 90-676 through 90-692 of the City Code, and the Florida Local Government Development

Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2007), and is binding on the “Effective Date” set forth herein.

**WITNESSETH:**

**WHEREAS**, the Owner is the owner of six (6) contiguous properties located at 3800, 3820, 3824, 3840, 3850 and 3852 North Roosevelt Boulevard, and dwelling units at 1185 20<sup>th</sup> Street in the City of Key West, comprising approximately 17 acres, more particularly described in the legal descriptions attached hereto as Composite Exhibit “A” and incorporated herein (the “Property”); and

**WHEREAS**, the Property is designated General Commercial under the City’s Comprehensive Plan and land development regulations and is developed with the following uses: the Days Inn (134 transient units), the Holiday Inn Key Wester (147 transient units), the Comfort Inn (100 transient units), the Radisson Inn (145 transient units) (cumulative total 526 keys), and also includes the Conch Tour Train and Visitor Center, the Waffle House, In Kahoots Restaurant, the former El Maison de Pepe Restaurant, two (2) market rate residential units, and sixteen (16) studio rental dwelling units; and

**WHEREAS**, the Owner proposes to redevelop the Property with a 525-key facility which may include up to 33 two-bedroom two-bath fractional ownership units, and up to 21 three-bedroom three bath residential units with one-bedroom/one bath lockouts (each with two transient licenses, total of 42 keys), a spa, swimming pools, hotel restaurant and bar, a conference center with 20,500 square feet of meeting space, 21,000 square feet of retail space, a

themed restaurant and bar with 7,000 square feet of consumption space (250 seats), a transit center, and fifty (50) affordable work force housing units (the “Redevelopment Plan”); and

**WHEREAS**, on March 7, 2007, the City Commission, in its capacity as the Board of Adjustment, approved Resolution No. 07-083 granting a variance to the off-street parking regulations in the City Code for the redevelopment of the Property described in the Redevelopment Plan; and

**WHEREAS**, on March 15, 2007, the Planning Board adopted and approved Resolution No. 2007-006 approving a Major Development Plan and Conditional Use application for the redevelopment of the Property described in the Redevelopment Plan; and

**WHEREAS**, on May 1, 2007, the City Commission approved Resolution No. 07-164 granting Major Development Plan and Conditional Use approval for the redevelopment of the Property described in the Redevelopment Plan; and

**WHEREAS**, the Owner and the City have concluded that it is appropriate to enter into this Development Agreement for redevelopment of the Property instead of extending the Major Development Plan, Conditional Use and variance approvals for the Redevelopment Plan; and

**WHEREAS**, pursuant to Sections 90-678 and 90-679 of the City Code, and after consultation with the City Planning Department, the Owner requested that the City Commission grant preliminary approval to enter into this Development Agreement in lieu of extending the previously-approved Major Development Plan, Conditional Use and variance approvals for the Key West Resort project; and

**WHEREAS**, at its meeting on May 6, 2008, the City Commission adopted Resolution No. 08-132 authorizing the Owner to move forward with a development agreement for redevelopment of the Property; and

**WHEREAS**, the City has held public hearings to accept and encourage public input with respect to this Development Agreement, and has considered such public input; and

**WHEREAS**, the City has provided public notice of the parties' intent to consider entering into this Development Agreement by publishing an advertisement in a newspaper of general circulation and readership in the City and mailing notice to the persons and entities shown on the most recent Monroe County Tax Roll to be the owners of property lying within 500 feet of the boundaries of the Property subject to this Agreement; and

**WHEREAS**, the City Planning Board held an advertised public hearing on January 15, 2009, and issued a recommendation to the City Council; and

**WHEREAS**, the City Council held an advertised public hearing on February \_\_\_\_, 2009, to consider the Development Agreement, and received and considered the comments and recommendations of the City staff, the Planning Board, and members of the public; and

**WHEREAS**, the City has determined that the Redevelopment Plan is consistent with the City's Comprehensive Plan and land development regulations and is compatible with surrounding land uses; and

**WHEREAS**, the City has determined that this Development Agreement is in the public interest and will further the health, safety and welfare of the residents of the City of Key West.

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

**A. RECITALS.** The recitals set forth in the preceding “Whereas” clauses are incorporated herein and form a material part of this Agreement.

**B. DEFINITIONS.** For the purposes of this Development Agreement, the following terms shall have the following meanings. Terms not defined in this Development Agreement shall be as defined in the City Code, Chapter 163, Florida Statutes, or, if not defined in the Code or statute, shall be understood according to their usual and customary meanings.

1. “Affordable work force housing” means housing as defined in Sections 122-1465 through 122-1467 of the City Code.

2. “Building permit allocation” means a residential permit allocation under Division 3 of Article X of the City Code.

3. “City Code” means the Code of Ordinances of the City of Key West in effect on the Effective Date of this Development Agreement.

4. “Comprehensive Plan” means the City’s Comprehensive Plan in effect on the Effective Date of this Development Agreement.

5. “Development”, “Redevelopment” or “Redevelopment Plan” shall refer to the redevelopment of the Property for the uses, densities and intensities permitted by this Development Agreement, subject to the conditions, obligations, restrictions and terms contained herein.

6. “Effective Date” shall refer to the date this Development Agreement becomes effective, as set forth in herein.

7. “ESFU” is an abbreviation for Equivalent Single Family Unit factor as defined in Future Land Use Element Policy 1-3.12.3 in the City’s Comprehensive Plan and Section 108.1057 of the City Code.

8. “Fractional ownership unit” or “timeshare” means a transient unit which is an accommodation of a timeshare plan, as defined in Section 721.05, Florida Statutes, and is divided into use periods of less than one year.

9. “Lockout” means a bedroom/bath combination in a unit that can be separately locked and keyed from the exterior of the premises or from a common hallway, foyer, or other common area to form a separate transient unit that can be held out to the public as distinct sleeping quarters for overnight lodging or for lodging for a longer period of time.

10. “Property” shall refer to the six (6) adjacent parcels described in Composite Exhibit “A” that are the subjects of this Development Agreement.

11. “Public facilities” means those facilities identified in Section 163.3221, Florida Statutes (2007).

**C. TERMS OF AGREEMENT.**

**1. Legal Description; Ownership and Equitable Interests in the Property.**

The legal description of the Property subject to this Development Agreement is attached hereto as Composite Exhibit “A” and incorporated herein by reference. The Owners of the Property as of the date of execution of this Development Agreement are JLW Key West 1, LLC, a Florida

limited liability company; JLW Key West 2, LLC, a Florida limited liability company; SH 6, Inc., a Florida corporation; SH 8 LLC, a Florida limited liability company; JRC Key West Hotel, LLC, an Illinois limited liability company; AVA Key West, LLC, an Illinois limited liability company; JL Key West LLC, an Illinois limited liability company; J L Key West II, LLC, a Florida limited liability company; RFA Key West LLC, an Illinois limited liability company; and RFA Key West II, LLC, a Florida limited liability company. There are no other legal or equitable owners of the Property known to the parties to this Development Agreement.

**2. Unity of Title, Master Declaration.** A unity of title, master declaration, or other appropriate instrument for the six (6) parcels comprising the Property shall be executed upon issuance of building permits for the redevelopment authorized by this Development Agreement. The purpose of the unity of title, master declaration, or other appropriate instrument is to aggregate the parcels so they are considered to be one development parcel for purposes of the Redevelopment Plan and this Agreement. However, the unity of title, master declaration or other appropriate instrument shall not preclude the sale of components of the project, including timeshares and condominium sales, to other owners. The unity of title, master declaration or other appropriate instrument shall be in a form acceptable to the City Attorney and shall be recorded by the Owner in the public records of Monroe County, Florida. The Owner shall provide a copy of the unity of title or other appropriate instrument to the City Planning Department for review prior to recordation. The Owner shall provide a copy of the recorded unity of title, master declaration, or other appropriate instrument showing the book and page where recorded to the City Attorney and the City Planning Department upon recordation.

**3. Duration of Agreement; Renewal.** This Development Agreement shall remain in effect for a period of ten (10) years, commencing on the Effective Date set forth below. This Development Agreement may be renewed or extended as provided herein.

**4. Existing Development.** The Property consists of the following development located in the City of Key West at the following physical addresses:

Days Inn Property	3852 North Roosevelt Boulevard
Holiday Inn Key Wester Property	3850 North Roosevelt Boulevard
Conch Train Property	3840 North Roosevelt Boulevard
Comfort Inn Property	3824 North Roosevelt Boulevard
Radisson Property	3820 North Roosevelt Boulevard
Old Town Property	3800 North Roosevelt Boulevard
16 Studio Rental Units	1185 20 <sup>th</sup> Street (affordable)

The existing development consists of the Days Inn (134 transient units, each 0.58 ESFU), the Holiday Inn Key Wester (147 transient units, each 0.58 ESFU), the Comfort Inn (100 transient units, each 0.58 ESFU), the Radisson Inn (145 transient units, each 0.58 ESFU) (cumulative total 526 keys and 305 transient ESFU), and also includes the Conch Tour Train and Visitor Center, the Waffle House, In Kahoots Restaurant, the former El Maison de Pepe Restaurant, two (2) market rate residential units (total 2.0 ESFU), and sixteen (16) studio affordable rental dwelling units less than 600 s.f. in size (each 0.55 ESFU, total 8.85 ESFU).

**5. Redevelopment Plan.**

**a. Uses, Densities and Intensities.** The Property may be redeveloped with the following uses at the densities and intensities identified below:

- 525 transient units that may include up to (and including) 33 two-bedroom two-bath fractional ownership units, and up to (and including) 21 three-bedroom three bath residential units with one-bedroom/one bath lockouts

(each three-bedroom unit holding two transient licenses, total of 42 keys, 0.58 ESFU per key). With lockouts, each of the 21 residential units will consist of one two-bedroom two-bath unit, and one one-bedroom one-bath lockout unit, each with a transient license and each of which may be rented as one transient unit.

- The 21 residential units may be used as a single transient unit or as two transient units, or may be occupied by their owners as permanent residential dwelling units,
- spa,
- swimming pools,
- hotel restaurant and bar (8,615 square feet of consumption space),
- 50 affordable work force housing units (32 units 600 square feet or smaller, each 0.55 ESFU, and 18 units larger than 600 s.f., each 1.0 ESFU, total 35.6 ESFU), deed restricted as affordable work force housing as provided below,
- a conference center with 20,500 square feet of meeting space, together with all customary ancillary uses required for the operation of the redevelopment, including back of house, laundry, kitchens, and offices,
- 21,000 square feet of retail space,
- a themed restaurant and bar with 7,000 square feet of consumption space (250 seats),
- a transit center, and
- 889 parking spaces (816 existing spaces, 89 bicycle parking spaces, 25 scooter spaces, and valet parking as described in the parking variance granted for the Property under City Resolution No. 07-083, attached as Exhibit "C").

**b. Screening from Adjacent Residential Uses.** The redevelopment authorized by this Development Agreement shall be screened from adjacent residential areas.

The Owner shall install a wall a minimum of six (6) feet in height between the Property and adjacent residential areas, as depicted on the Conceptual Site Plan, and shall provide a heavily vegetated buffer adjacent to the fence, consistent with the buffer requirements in the City Code.

**c. Building Permit Allocations.** The Redevelopment Plan includes the redevelopment of 525 existing transient units, two market rate residential units, and 16 existing affordable work force housing units that are not subject to the requirement to obtain building permit allocations pursuant to City Code Section 108-991. The City shall provide the Owner with the 19.6 affordable residential building permit allocations required for development of the additional affordable work force housing units included in the Redevelopment Plan at the time the City issues building permits for the affordable work force housing units.

**6. Conceptual Site Plan; Minor Revisions.**

a. The Redevelopment Plan approved by this Development Agreement is depicted on the Conceptual Site Plan for the Key West Resort dated April 1, 2007, prepared by Nichols, Brosch, Wurst, Wolfe & Associates, Inc., attached hereto as Exhibit "B" and incorporated herein. The Conceptual Site Plan is hereby approved by the City Commission, and all subsequent site plans, site plan approvals and building permits shall substantially comply with the Conceptual Site Plan; provided, however, that the final site plan may deviate from the Conceptual Site Plan (1) to accommodate refinements to the Redevelopment Plan made by the Owner, including minor shifts in the locations of structures, roadways, pathways, and swimming pool configuration; (2) to change the type and number of transient residential dwelling units, so long as the maximum density set forth in this Agreement is not exceeded; or (3) to accommodate

modifications that are necessary to meet regulatory requirements of the Florida Department of Transportation or other regulatory entity.

b. The Planning Director may approve minor modifications to the Conceptual Site Plan consisting of a reduction in building size, reduction in impervious area, expansion of landscaping, revisions to enhance storm water management, landscaping, handicapped accessibility or utilities, and similar modifications as authorized by City Code Section 108-91.C.1. and D. Other modifications to the approved Conceptual Site Plan, including modifications to ensure consistency with Florida Department of Transportation (FDOT) plans to improve the U.S. 1 / North Roosevelt Boulevard intersection as provided in Section 9 of this Agreement, shall be approved as either minor or major modifications pursuant to City Code Section 108-91.C.2-4, or during site plan review.

7. **Phasing.** The Redevelopment Plan may be developed in one or more phases within the timeframes established in this Agreement.

8. **Affordable Work Force Housing; Timing of Development; Deed Restriction.** As part of the Redevelopment Plan, the Owner shall develop fifty (50) affordable work force housing units, 32 of which will be 600 square feet or less in size and 18 of which may be greater than 600 square feet in size, subject to the following conditions:

a. Certificates of occupancy for the affordable work force housing units shall be issued prior to or concurrent with the issuance of a certificate of occupancy for any other part of the Redevelopment.

b. The Owner shall place a deed restriction on the affordable work force housing units, in a form acceptable to the City Attorney, which shall restrict the use of the units to affordable work force housing for a period of fifty (50) years. The City may extend the period of the deed restriction for an additional fifty (50) years pursuant to City Code Section 122.1467(d). The effective date of the restrictive covenant or covenants shall be the date the certificate of occupancy is issued for the affordable work force housing unit(s). The restrictive covenant(s) shall be recorded in the public records of Monroe County, Florida. The Owner shall provide a copy of each recorded restrictive covenant showing the book and page where recorded to the City Planning Department as soon after recordation as is reasonably practical. A restrictive covenant recorded pursuant to this Development Agreement shall supersede or replace any then-existing restrictive covenant for the 16 existing affordable work force housing units on the Property, so that those units or replacement units are subject to only one restriction to use as affordable work force housing.

c. Affordable work force housing may include low income, median income, moderate income and middle income housing. The number of affordable work force housing units devoted to each qualifying income level shall comply with City Code Section 122.1467 and shall be determined at the time of issuance of certificates of occupancy based on project employee needs at the time the affordable work force housing is available for occupancy.

d. The Owner shall provide the City a phasing schedule and plan for the displacement or relocation of residents of the 16 existing work force housing units on the Property. The phasing schedule and plan shall consist of or include reasonable notice to tenants

to vacate the units prior to redevelopment, the Owner's reasonable best efforts to assist tenants in locating other affordable housing, and providing the existing tenants with a first option to rent the new affordable work force housing units constructed as part of the Redevelopment Plan if their whereabouts are known or can be readily ascertained.

**9. Traffic Flow; Coordination Regarding Transit Facility.**

a. All entrances and exits to the Property from and to North Roosevelt Boulevard shall be completed prior to the issuance of certificates of occupancy for any structure. The service road access locations at both ends of the Property shall have curb cuts that permit both ingress and egress. The main driveway in front of the Conference Center shall allow right and left turning movements. All other curb cuts shall be one way with all exits to be right turn only onto North Roosevelt Boulevard. The traffic flow plan is shown on the traffic flow diagram attached to this Agreement as Exhibit "D".

b. The parties recognize that FDOT has plans to resurface the intersection of U.S. 1 and North Roosevelt Boulevard in the City. The Owner shall coordinate the traffic flow for the project with FDOT to ensure that, at the time the Owner seeks a permit for redevelopment of the Property, the proposed transit facility and main entrance into the Project are consistent with the FDOT U.S. 1 / North Roosevelt Boulevard intersection improvement plan.

c. The Owner and the City shall enter into a collaborative dialog to explore the feasibility of a public-private partnership for use of all or part of the transit facility for public as well as private use. This provision is not a condition precedent to the Owner developing the Property under the Redevelopment Plan but reflects the parties' intent to voluntarily explore

options that are financially feasible to the Owner to maximize the public and private benefits of the Redevelopment Plan.

**10. Form of Ownership of Property; Prohibition on Use of Hotel and Timeshare Units as Permanent Residences.**

a. Condominium, cooperative, timeshare, or similar form of ownership of all or a portion of the Property, and the submission of the Property to the condominium, cooperative, timeshare or similar form of ownership (and recordation of a corresponding declaration of condominium or similar instrument), or the sale of individual transient residential dwelling units, shall not be prohibited and is consistent with terms and provisions of the City's Comprehensive Plan, City Code, and this Development Agreement.

b. The 21 residential units allowed on the Property may each be used as one or two transient units (each residential unit having a total 1.16 ESFU) or may be used by their owners for permanent occupancy. The hotel and timeshare transient units shall not be used as permanent residences. Timeshare contracts, declarations of condominium, or other similar documents related to the hotel and timeshare units shall include a provision prohibiting the use of such units as permanent residences unless a change of use is authorized by the City Commission. A copy of the timeshare contract, declaration of condominium, or other similar document shall be provided to the Planning Department for review of this use restriction prior to filing or recording.

**11. Additional Development Conditions.** The following additional conditions, terms, restrictions, and other requirements have been determined by the City of Key West to be necessary for the public health, safety, and welfare of its citizens:

a. **Fire Safety.** The Redevelopment Plan shall include a minimum of five (5) fire hydrants and five (5) fire wells. In addition, all units on the Property (transient and non-transient) shall include sprinklers.

b. **Timing of permit applications.** Prior to submitting a building permit application to the City, the Owner shall secure all necessary permits from state, regional and federal agencies, including but not limited to the South Florida Water Management District and the Florida Department of Transportation; and shall also secure any necessary permits or authorizations from the City of Key West Utilities.

c. **Fair Housing Requirements.** All units (non-transient and transient) shall comply with applicable state and federal fair housing act and ADA requirements for accessibility.

d. **Signage.** A Signage Plan will be submitted to the City Planning Department for approval prior to the issuance of building permits for the Redevelopment.

e. **Valet Parking.** Valet parking for the hotel shall be provided throughout the life of the Redevelopment.

f. **Building Heights.** Building heights shall not exceed 40 feet as allowed in the General Commercial zoning regulations applicable to the Property.

g. **Site Design.** The redevelopment of the Property shall be consistent with all bulk and site design requirements in the City Code, including but not limited to floor area ratios, open space, setbacks and buffering, lighting, landscaping, and stormwater management.

h. **Additional Conditions by Mutual Agreement.** Nothing in this Agreement shall preclude the parties from applying additional conditions, by mutual agreement, during final site plan review or permitting.

**12. Annual Progress Reports.** Pursuant to City Code Section 90-688(b), the Owner shall provide the City Planning Department an annual progress report indicating all activities and achievements since the execution of the development agreement and, if applicable, since the previous periodic report.

**13. Public Facilities.** The public facilities that are required and that will service the Redevelopment authorized by this Development Agreement, who shall provide the facilities, the date new facilities, if any, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of development are as follows:

- a. Domestic potable water is provided by Florida Keys Aqueduct Authority.
- b. Electric service is provided by Keys Energy.
- c. Solid waste service is provided by City of Key West Waste Management.
- d. Wastewater treatment shall be provided by City of Key West.
- e. Fire service will be provided by the City of Key West Fire Department.

f. All public facilities identified above are available as of the date of this Development Agreement and are projected to be available concurrent with the impacts of the Redevelopment.

g. Schools: Adequate school facilities are anticipated to serve any students who may reside in the 34 additional affordable work force housing units developed under the Redevelopment Plan.

h. Recreational facilities: the Redevelopment Plan provides for on-site amenities for owners and guests of the Resort; adequate City facilities exist to serve the residents of the 34 additional affordable work force housing units to be developed under the Redevelopment Plan.

**14. All Permits Approved or Needed.**

a. The City granted the Owner Major Development Plan and Conditional Use approval by City Commission Resolution No. 07-164 dated March 15, 2007, for the redevelopment approved by this Agreement, which said approval is attached hereto as Exhibit "E". The only City development approvals needed for the redevelopment authorized by this Agreement are building permits.

b. No further review or discretionary review will be required by the City, it being agreed that the redevelopment, as depicted on the approved Conceptual Site Plan attached hereto, requires only the above development approvals so long as the final site plan substantially complies with the Conceptual Site Plan approved under this Development Agreement.

c. The following regional, state and federal permits are needed for the development authorized by this Development Agreement.

1. Florida Department of Transportation permits for curb cuts on North Roosevelt Boulevard.

2. Storm water permit from the South Florida Water Management District.

3. Potentially an Army Corps of Engineers permit for the relocation of the City's storm water outflow facilities within the boundaries of the Property.

d. Nothing in this Development Agreement shall be deemed to obviate the Owner's compliance with terms and provisions of each required approval.

**15. Mutual Cooperation.** The City agrees to cooperate with the Owner in timely providing or granting all permits, licenses, approvals, or consents necessary or appropriate to fully implement this Development Agreement. The City and the Owner agree to cooperate fully with and assist each other in the performance of the provisions of this Development Agreement.

**16. Redevelopment to Comply with Permits and City Comprehensive Plan and Code Provisions.** The Redevelopment described in and authorized by this Development Agreement shall be developed in accordance with all required permits, and in accordance with all applicable provisions of the City's Comprehensive Plan and City Code in effect on the date of execution of this Agreement. No certificate of occupancy for an individual building shall be issued until all plans for that building are approved by the City and the Owner has complied with all conditions in permits issued by the City and other regulatory entities for that building.

**17. Finding of Consistency.** The City finds that the redevelopment authorized herein is consistent with the City's Comprehensive Plan and land development regulations in effect on the date of execution of this Development Agreement.

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

**19. Laws Governing.**

a. For the duration of this Development Agreement, all approved redevelopment of the Property shall comply with and be controlled by this Development Agreement and provisions of the City's Comprehensive Plan and City Code in effect on the date of execution of this Agreement. The parties do not anticipate that the City will apply subsequently-adopted laws and policies to the Property.

b. Pursuant to Section 163.3233, Florida Statutes (2007), the City may apply subsequently adopted laws and policies to the Property only if the City holds a public hearing and determines that: (a) the new laws and policies are not in conflict with the laws and policies governing the Agreement and do not prevent redevelopment of the land uses, intensities, or densities set forth in this Development Agreement; (b) the new laws and policies are essential to the public health, safety, or welfare, and the City expressly states that they shall apply to the redevelopment that is subject to this Development Agreement; (c) the City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this

Development Agreement; or (d) the Development Agreement is based on substantially inaccurate information supplied by the Owner. However, nothing in this Development Agreement shall prohibit the parties from mutually agreeing to apply subsequently adopted laws to the Property.

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

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

a. As provided in Section 163.3237, Florida Statutes (2007), this Development Agreement may be amended by mutual consent of the parties or their successors in interest. Amendment under this provision shall be accomplished by an instrument in writing signed by the parties or their successors.

b. As provided in Section 163.3229, Florida Statutes (2007), this Development Agreement may be renewed by the mutual consent of the parties, subject to the public hearing requirements in Section 163.3225, Florida Statutes (2007): the City shall conduct at least two (2) public hearings, one of which may be held by the local planning agency at the option of the City. Notice of intent to consider renewal of the Development Agreement shall be advertised approximately seven (7) days before each public hearing in a newspaper of general

circulation and readership in the City of Key West, Florida, and shall be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing. The notice shall specify the location of the land subject to the Development Agreement, the development uses on the Property, the population densities, and the building intensities and height and shall specify a place where a copy of the Development Agreement can be obtained.

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

d. Pursuant to Section 163.3235, Florida Statutes (2007), this Development Agreement may be revoked by the City if the City finds, on the basis of competent substantial evidence, that there has been a failure to comply with the terms of this Development Agreement.

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

**21. Breach of Agreement and Cure Provisions.**

a. If the City concludes that there has been a material breach in this Development Agreement, prior to revoking this Agreement, the City shall serve written notice on the Owner identifying the term or condition the City contends has been materially breached and providing the Owner with sixty (60) days from the date of receipt of the notice to cure the breach or negotiate an amendment to this Development Agreement. Each of the following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the Owner,

shall be considered a material breach of this Development Agreement: (1) failure to comply with the provisions of this Development Agreement; and (2) failure to comply with terms and conditions of permits issued by the City or other regulatory entity for the redevelopment authorized by this Development Agreement.

b. If the Owner concludes that there has been a material breach in the terms and conditions of this Development Agreement, the Owner shall serve written notice on the City identifying the term or condition the Owner contends has been materially breached and providing the City with thirty (30) days from the date of receipt of the notice to cure the breach. The following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the City, shall be considered a material breach of this Agreement: failure to comply with the provisions of this Development Agreement; failure to timely process any application for site plan approval or other development approval required to be issued by the City for the redevelopment authorized by this Development Agreement.

c. If a material breach in this Development Agreement by the City occurs and is not cured within the time periods provided above, the party that provided notice of the breach may elect to terminate this Development Agreement or may seek to enforce this Development Agreement as provided by herein.

d. If the City waives a material breach in this Development Agreement by the Owner, such a waiver shall not be deemed a waiver of any subsequent breach.

**22. Notices.** All notices, demands, requests, or replies provided for or permitted by this Development Agreement, including notification of a change of address, shall be in writing to

the addressees identified below, and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or (c) by deposit with an overnight express delivery service with a signed receipt required. Notice shall be effective upon receipt.

The addresses and telephone numbers of the parties are as follows:

**TO THE OWNER:**

Robert Spottswood  
Spottswood Hotels, Inc.  
50 Fleming Street  
Key West, FL 33040  
Telephone: (305) 294-4840

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

Sherry A. Spiers, Esq.  
Greenberg Traurig, P.A.  
101 East College Avenue  
Tallahassee, FL 32301  
Telephone: (850) 222-6891  
Fax: (850) 681-0207

**TO THE CITY:**

City Planning Director  
604 Simonton Street  
Key West, FL 33040  
Telephone: (305) 809-3720  
Fax: (305) 809-3739

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

City Manager  
525 Angela Street  
Key West, FL 33041-1409  
Telephone: (305) 809-3888

Fax: (305) 809-3886

**23. Enforcement.** In accordance with Section 163.3243, Florida Statutes (2007), any party to this Development Agreement, any aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes (2007), or the state land planning agency (currently the Department of Community Affairs) may file an action for injunctive relief in the circuit court of Monroe County, Florida, to enforce the terms of this Development Agreement or to challenge the compliance of this Development Agreement with the provisions of Sections 163.3220-163.3243, Florida Statutes (2007).

**24. Conflicts.** In the event of a conflict between the provisions of this Development Agreement and City ordinances, the terms of this Development Agreement shall control.

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

**26. Assignment.** This Agreement may be assigned without the written consent of the parties.

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

**28. Severability.** In the event any provision, paragraph or section of this Development Agreement is determined to be invalid or unenforceable by a court of competent

jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Development Agreement.

**29. Applicable Law.** This Development Agreement was drafted and delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida.

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

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

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

**33. Entirety of Agreement; Incorporation of Prior Development Approvals.** This Development Agreement incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, or understandings regarding the matters contained herein. The Parking Variance attached as Exhibit "C" and the Major Development Plan and Conditional Use Approval attached as Exhibit "E" are incorporated herein. The parties agree that there are no commitments, agreements, understandings, or development orders concerning the subjects covered by this Development Agreement that are not contained in or incorporated into this document and, accordingly, no deviation from the terms hereof shall be predicated upon any

prior representations, agreements or approvals, whether written or oral. This Development Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing signed by the parties.

**34. Recording; Effective Date.** The Owner shall record this Development Agreement in the public records of Monroe County, Florida, within fourteen (14) days after the date of this Development Agreement. A copy of the recorded Development Agreement showing the date, page and book where recorded shall be submitted to the City and to the state land planning agency by hand delivery, registered or certified United States mail, or by a delivery service that provides a signed receipt showing the date of delivery, within fourteen (14) days after the Development Agreement is recorded. This Development Agreement shall become effective thirty (30) days after the date it is recorded in the public records of Monroe County, Florida, and received by the state land planning agency.

**35. Date of Agreement.** The date of this Development Agreement is the date the last party signs and acknowledges this Development Agreement.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have set their hands and seals on the dates below written.

[Remainder of page intentionally left blank]

**JRC KEY WEST HOTEL LLC,**  
an Illinois limited liability company

By: RFA Management Company LLC, a  
Delaware limited liability company, its manager

\_\_\_\_\_, 2009

By: \_\_\_\_\_  
Edward W. Ross, its Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Edward W. Ross who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public  
Name \_\_\_\_\_  
(typed, printed or stamped)  
My commission expires:

**RFA KEY WEST LLC,**  
an Illinois limited liability company

By: RFA Investors, LP, a Delaware limited partnership, its sole member

By: RFA Management Company LLC, a Delaware limited liability company, its general partner

\_\_\_\_\_, 2009

By: \_\_\_\_\_  
Edward W. Ross, its Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Edward W. Ross who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public  
Name \_\_\_\_\_  
(typed, printed or stamped)  
My commission expires:

**RFA KEY WEST II LLC,**  
a Florida limited liability company

By: RFA Key West II Manager LLC,  
a Florida limited liability company, its Manager

By: RFA Investors, LP, a Delaware limited  
partnership, Manager

By: RFA Management Company LLC, a Delaware  
limited liability company, its General Partner

\_\_\_\_\_, 2009

By: \_\_\_\_\_  
Edward W. Ross, its Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Edward W. Ross who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public  
Name \_\_\_\_\_  
(typed, printed or stamped)  
My commission expires:

AVA KEY WEST LLC,  
an Illinois limited liability company

\_\_\_\_\_, 2009

By: \_\_\_\_\_  
Andrew V. Agostini, its Sole Member

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Andrew V. Agostini who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public  
Name \_\_\_\_\_  
(typed, printed or stamped)  
My commission expires:

**JL KEY WEST LLC,**  
an Illinois limited liability company

\_\_\_\_\_, 2009

By: \_\_\_\_\_  
J. Luzuriaga, its Sole Member

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by J. Luzuriaga who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public  
Name \_\_\_\_\_  
(typed, printed or stamped)  
My commission expires:

**JL Key West II, LLC,**  
a Florida limited liability company

By: JL Key West II Manager LLC,  
its Manager

\_\_\_\_\_, 2009

By: \_\_\_\_\_  
J. Luzuriaga, its Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by J. Luzuriaga who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public  
Name \_\_\_\_\_  
(typed, printed or stamped)  
My commission expires:

**SH 6, INC.,**  
a Florida corporation

\_\_\_\_\_, 2009

By: \_\_\_\_\_  
Robert A. Spottswood, its President

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Robert A. Spottswood who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida At Large  
Name: \_\_\_\_\_  
(typed, printed or stamped)  
My commission expires:

**SH 8, LLC,**  
a Florida limited liability company

By: SH 8 MANAGER, LLC, a Florida limited liability company, as its Manager

By: SPOTTSWOOD HOTELS, INC., a Florida corporation, as its Sole Member and Managing Member

\_\_\_\_\_, 2009

By: \_\_\_\_\_  
Robert A. Spottswood, President

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Robert A. Spottswood who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida At Large  
Name: \_\_\_\_\_  
(typed, printed or stamped)  
My commission expires:

**JLW Key West 1, LLC,**  
a Florida limited liability company

By: SH 7, Inc., a Florida corporation,  
its Managing Member

\_\_\_\_\_, 2009

By: \_\_\_\_\_  
Robert A. Spottswood  
President

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Robert A. Spottswood who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida At Large  
Name: \_\_\_\_\_

(typed, printed or stamped)

My commission expires:

**JLW Key West 2, LLC,**  
a Florida limited liability company

By: SH 7, Inc., a Florida corporation,  
its Managing Member

\_\_\_\_\_, 2009

By: \_\_\_\_\_  
Robert A. Spottswood  
President

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Robert A. Spottswood who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida At Large  
Name: \_\_\_\_\_  
(typed, printed or stamped)  
My commission expires:

**CITY OF KEY WEST**

\_\_\_\_\_, 2009  
Date

By \_\_\_\_\_  
Morgan McPherson, Mayor

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY.

\_\_\_\_\_  
CITY ATTORNEY

**LIST OF EXHIBITS**

Composite Exhibit A:	Legal descriptions
Exhibit B:	Conceptual Site Plan
Exhibit C:	Resolution No. 07-083 (Parking Variance)
Exhibit D:	Traffic Flow Diagram
Exhibit E:	City Commission Resolution No. 07-164 Major Development Plan and Conditional Use Approval

**COMPOSITE EXHIBIT "A"**

**LEGAL DESCRIPTIONS**

**Days Inn: 3852 N. Roosevelt Boulevard**

A parcel of land located and situate on the Island of Key West, County of Monroe, State of Florida, being more particularly described by metes and bounds as follows:

Starting at the intersection of the Northerly property line of Duck Avenue and the Southeast corner of Block 15, KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, recorded in Plat Book 1, Page 189; thence North  $21^{\circ} 22'20''$  West, 135.00 feet along the Westerly property line of Roosevelt Boulevard to the Point of Beginning; thence South  $68^{\circ} 45'40''$  West, 240.00 feet to a corner; thence North  $21^{\circ} 22'20''$  West, 600.00 feet; thence North  $68^{\circ} 45'40''$  East, 240.00 feet to the Westerly property line of Roosevelt Boulevard; thence South  $21^{\circ} 22'20''$  East, 600.00 feet along the Westerly property of Roosevelt Boulevard to the Place of Beginning, all in Tract 22 of the land of the Key West Improvement Company, Inc.

**Old Town Key West: 3800 N. Roosevelt**

On the Island of Key West, Monroe County, Florida, and being a part of the lands formerly owned by the Key West Improvement, Inc., and being more particularly described as follows:

Begin at the Northwest corner of Parcel Number Two (2) as shown on the "Plat of Survey of Lands on Island of Key West, Monroe County, Florida", recorded in Plat Book 3, at Page 35 of Monroe County Official Records, said corner being that established by John P. Goggin; thence South  $05^{\circ} 46'25''$  East, a distance of 119.42 feet; thence North  $84^{\circ} 13'35''$  East, a distance of 5.75 feet; thence South  $05^{\circ} 46'25''$  East, a distance of 69.74 feet; thence North  $84^{\circ} 13'35''$  East, a distance of 11.43 feet; thence South  $05^{\circ} 49'37''$  East, a distance of 420.43 feet to the Northerly right of way line of Northside Drive; thence North  $84^{\circ} 09'31''$  East, a distance of 6.03 feet to a point on a curve to the right, having a radius of 438.06 feet, a central angle of  $09^{\circ} 58'38''$ , a tangent length of 38.24 feet, a chord bearing of South  $88^{\circ} 46'57''$  East and a chord length of 76.19 feet; thence along the arc of said curve, an arc length of 76.28 feet to the end of said curve; thence leaving the said Northerly right of way line of Northside Drive, North  $03^{\circ} 39'42''$  East, a distance of 606.74 feet to the Southerly right of way line of North Roosevelt Boulevard (State Road No. 5) and to a point on a curve to the left, having a radius of 978.72 feet, a central angle of  $10^{\circ} 43'40''$ , a tangent length of 91.89 feet, a chord bearing of North  $89^{\circ} 35'25''$  West, and a chord length of 182.99 feet; thence along the arc of said curve, an arc length of 183.25 feet to the point of tangency of said curve; thence South  $84^{\circ} 13'35''$  West, a distance of 16.83 feet back to the Point of Beginning.

**Radisson Inn: 3820 N. Roosevelt Boulevard**

Commence at the Northwest corner of Parcel 2 as shown on the Plat of Survey of Lands on the Island of Key West, Monroe County, Florida as recorded in Plat Book 3, at Page 35, of the Official Records of Monroe County, Florida; said Northwest corner being Northwest of and 2276.93 feet (measured along the South right of way curb line of North Roosevelt Boulevard) distant from the Northeast corner of Block 15 of the "KEY WEST FOUNDATION COMPANY'S PLAT NO. 2", as recorded in Plat Book 1, at Page 189, of the Official Records of Monroe County, Florida and run thence Easterly along the North boundary of said Parcel 2, for a distance of 200.79 feet to the Point of Beginning of the parcel of land being described herein; thence continue Easterly on the curve to the right having a radius of 978.72 feet, a central angle of 17° 33'46", a tangent length of 151.19 feet, a chord bearing of South 76° 15'52" East and a chord length of 298.83 feet; thence along the arc of said curve an arc length of 300.00 feet to the end of said curve; thence South 18° 07'46" West, a distance of 598.34 feet to the Northerly right of way line of Northside Drive and a point on a curve to the left, having a radius of 438.06 feet, a central angle of 19° 18'00", a tangent length of 74.49 feet, a chord bearing of North 76° 34'44" West and a chord length of 146.86 feet; thence along the arc of said curve and the said Northerly right of way line of Northside Drive, an arc length of 147.56 feet to the end of said curve; thence North 03° 39'42" East, a distance of 606.74 feet back to the Southerly right of way line of North Roosevelt Boulevard and to the Point of Beginning.

**Conch Tour Train: 3840 N. Roosevelt Boulevard (includes existing affordable housing)**

A parcel of land on the Island of Key West, Monroe County, Florida, and being described by metes and bounds as follows:

Commence at the Northeast corner of Parcel 2, according to the plat thereof as recorded in Plat Book 3, at Page 35, of the public records of said Monroe County, Florida, thence South 33° 07'56" West, a distance of 7.59 feet to the Point of Beginning; thence continue South 33° 07'56" West, a distance of 613.04 feet to the Northeasterly right of way line of Northside Drive as existing and constructed, and a point on a curve to the right, having a radius of 438.06 feet, a central angle of 13° 20'33", a tangent length of 51.24 feet, a chord bearing of South 41° 39'37" East and a chord length of 101.78 feet; thence along the arc of said curve, an arc length of 102.01 feet to the end of said curve, thence North 37° 37'40" East, a distance of 646.24 feet to the Southwesterly right of way line of North Roosevelt Boulevard (State Road No. 5) and a point on a curve to the left, having a radius of 524.51 feet, a central angle of 14° 58'17", a tangent length of 68.92 feet, a chord bearing of North 57° 59'55" West, and a chord length of 136.66 feet; thence along the arc of said curve, an arc length of 137.05 feet to the end of said curve; thence North 65° 16'67" West, a distance of 12.37 feet back to the Point of Beginning.

**Comfort Inn: 3824 N. Roosevelt Boulevard**

Commencing at the Northwest corner of Parcel 2 on "Plat of Survey of Lands on the Island of Key West, Monroe County, Florida," as recorded in Plat Book 3, Page 35, of the Public Records of Monroe County, Florida; thence Northeasterly and Easterly along the Southerly right of way line of North Roosevelt Boulevard 500.79 feet to a curve to the right and the Point of Beginning; said curve having a radius of 978.72 feet, a central angle of  $01^{\circ} 58'48''$ , a tangent length of 16.91 feet, a chord bearing of South  $66^{\circ} 29'35''$  East, and a chord length of 33.82 feet; thence along the arc of said curve, an arc length of 33.82 feet to the end of said curve; thence South  $65^{\circ} 16'55''$  East, a distance of 265.99 feet; thence South  $33^{\circ} 07'56''$  West, a distance of 622.55 feet to a point on a curve to the left, having a radius of 417.89 feet, a central angle of  $19^{\circ} 27'37''$ , a tangent length of 71.66 feet; a chord bearing of North  $57^{\circ} 18'20''$  West and a chord length of 141.25 feet; thence along the arc of said curve, an arc length of 141.93 feet to the end of said curve; thence North  $18^{\circ} 07'46''$  East, a distance of 599.50 feet back to the Point of Beginning.

**Holiday Inn Key West: 3850 N. Roosevelt Boulevard**

**Parcel A:**

A parcel of land on the Island of Key West, Monroe County, Florida, and being described as follows:

Commence at the Northeast corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and run thence North  $68^{\circ} 45'40''$  East for a distance of 15 feet to the Westerly curb line of Roosevelt Boulevard; thence run North  $21^{\circ} 22'20''$  West along the said Westerly curb line of Roosevelt Boulevard for a distance of 600 feet to the Point of Beginning of the parcel of land being described herein; thence run South  $68^{\circ} 45'40''$  West for a distance of 255 feet; thence run North  $21^{\circ} 22'20''$  West for a distance of 77.62 feet to a point on the dividing line between Parcel 1 and Parcel 22 as shown on an unrecorded map compiled by Bailey-Crawshaw; thence run North  $68^{\circ} 41'40''$  East along the dividing line between the said Parcel 1 and 22 for a distance of 255 feet to a point being the Southeast corner of the said Parcel 1 and the Northeast corner of the said Parcel 22 and said point also being on the Westerly right of way (curb line) of the said Roosevelt Boulevard; thence run South  $21^{\circ} 22'20''$  East along the Westerly right of way (curb line) of the said Roosevelt Boulevard for a distance of 77.90 feet back to the Point of Beginning; Less and Except right of way for North Roosevelt Boulevard (U.S. Highway No.1) as set forth in Order of Taking recorded in Official Records Book 923, Page 199, Public Records of Monroe County, Florida.

AND

**Parcel B:**

A parcel of land on the Island of Key West, Monroe County, Florida, and being described as follows:

Commence at the Northeast corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and run thence North  $68^{\circ} 45'40''$  East for a distance of 15 feet to the Westerly curb line of Roosevelt Boulevard; thence run North  $21^{\circ} 22'20''$  West along the said Westerly curb line of Roosevelt Boulevard for a distance of 677.90 feet to the Point of Beginning of the parcel of land being described herein, said Point of Beginning also known as the Southeast corner of Parcel 1 and the Northeast corner of Parcel 22 as shown on an unrecorded map compiled by Bailey-Crawshaw; thence run South  $68^{\circ} 41'40''$  West along the dividing line between the said Parcels 1 and 22 for a distance of 240 feet; thence run North  $21^{\circ} 22'20''$  West for a distance of 373.27 feet to the beginning of a curve, concave to the Southwest and having a radius of 305.43 feet; thence run Northwesterly along said curve for an arc distance of 85.90 feet; thence run North  $62^{\circ} 51'49''$  East for a distance of 243.95 feet; more or less, to the Westerly right of way (curb line) of the said Roosevelt Boulevard; run thence Southeasterly along the curved Westerly right of way (curb line) of the said Roosevelt Boulevard, said curve being concave to the Southwest and having a radius of 536.16 feet, for an arc distance of 95.50 feet; thence run South  $21^{\circ} 22'20''$  East along the Westerly right of way (curb line) of the said Roosevelt Boulevard for a distance of 387.93 feet back to the Point of Beginning; Less and Except right of way for North Roosevelt Boulevard (U.S. Highway No.1) as set forth in Order of Taking recorded in Official Records Book 923, Page 199, Public Records of Monroe County, Florida.

AND

**Parcel C:**

A parcel of land on the Island of Key West, Monroe County, Florida, and being described as follows:

Commence at the Northeast corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and run thence North  $68^{\circ} 45'40''$  East for a distance of 15 feet to the Westerly curb line of Roosevelt Boulevard; thence run North  $21^{\circ} 22'20''$  West along the said Westerly curb line of Roosevelt Boulevard for a distance of 677.90 feet to a point known as the Southeast corner of Parcel 1 and the Northeast corner of Parcel 22 as shown on an unrecorded map compiled by Bailey-Crawshaw; thence run South  $68^{\circ} 41'40''$  West along the dividing line between the said Parcels 1 and 22 for a distance of 240 feet to the Point of Beginning of the parcel of land being described herein, thence continue S  $68^{\circ} 41'40''$  West for a distance of 26.62 feet; thence run North  $21^{\circ} 14'20''$  West for a distance of 457.62 feet to the beginning of a curve, concave to the Southwest and having a radius of 100 feet; thence run Northwesterly along the said curve for an arc distance

of 54.21 feet; thence run North 37° 37'40" East for a distance of 6.69 feet; thence run Southeasterly along a curve concave to the Southwest and having a radius of 305.43 feet for an arc distance of 145.90 feet; thence run South 21° 22'20" East for a distance of 373.27 feet back to the Point of Beginning.

AND

**Parcel D:**

A parcel of land on the Island of Key West, Monroe County, Florida, and being described as follows:

Commence at the Northeast corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and run thence North 68° 45'40" East for a distance of 15 feet to the Westerly curb line of Roosevelt Boulevard; thence run North 21° 22'20" West along the said Westerly curb line of Roosevelt Boulevard for a distance of 600 feet, thence run South 68° 45'40" West for a distance of 255 feet to the Point of Beginning of the parcel of land being described herein; thence run North 21° 22'20" West for a distance of 77.62 feet; thence run South 68° 41'40" West for a distance of 1.75 feet; thence run South 21° 22'20" East for a distance of 77.62 feet; thence run North 68° 45'40" East for a distance of 1.75 feet back to the Point of Beginning.

AND

**Parcel E:**

A parcel of land on the Island of Key West, Monroe County, Florida, and being described as follows:

Commence at the Northeast corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and run thence North 68° 45'40" East for a distance of 15 feet to the Westerly curb line of Roosevelt Boulevard; thence run North 21 ° 22'20" West along the said Westerly curb line of Roosevelt Boulevard for a distance of 1065.83 feet to the beginning of a curve concave to the Southwest and having a radius of 536.16 feet; thence run Northwesterly along said curve and Westerly right of way (curb line) of the said Roosevelt Boulevard for an arc distance of 95.50 feet to the Point of Beginning of the parcel of land being described herein; thence run South 62° 51'49" West for a distance of 243.95 feet to a point on a curve concave to the Southwest and having a radius of 305.43 feet; thence run Northwesterly along the said curve for an arc distance of 60 feet; thence run North 37° 37'40" East for a distance of 241.66 feet more or less to the Westerly right of way (curb line) of the said Roosevelt Boulevard; thence run Southeasterly along the curved Westerly right of way (curb line) of the said Roosevelt Boulevard, said curve being concave to the Southwest and having a radius of 536.16 feet for an arc distance of 165 feet back to the Point of

***DRAFT #6, 01-05-09***

Beginning; Less and Except right of way for North Roosevelt Boulevard (U.S. Highway No.1) as set forth in Order of Taking recorded in Official Records Book 923, Page 199, Public Records of Monroe County, Florida.

*DRAFT #6, 01-05-09*

**EXHIBIT "B"**  
**CONCEPTUAL SITE PLAN**

*DRAFT #6, 01-05-09*

**EXHIBIT "C"**

**CITY COMMISSION RESOLUTION NO. 07-083  
PARKING VARIANCE**

**EXHIBIT "D"**  
**TRAFFIC FLOW DIAGRAM**

*DRAFT #6, 01-05-09*

**EXHIBIT "E"**

**CITY COMMISSION RESOLUTION NO. 07-164  
MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE APPROVAL**

RESOLUTION NO. 08-132

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, GRANTING PERMISSION TO INITIATE A DEVELOPMENT AGREEMENT FOR A PROJECT BY THE SPOTTSWOOD HOTELS, INC. FOR THE CONSTRUCTION OF A 450 ROOM HOTEL, 33 TIMESHARE UNITS, 21 RESIDENTIAL UNITS WITH LOCK-OUTS, A 20,500 SQUARE FOOT CONFERENCE CENTER, 21,000 SQUARE FEET OF RETAIL SPACE, A THEMED RESTAURANT AND BAR WITH 7,000 SQUARE FEET OF CONSUMPTION SPACE, AND FIFTY WORK FORCE HOUSING UNITS ON A SITE ADDRESSED AS 3820 NORTH ROOSEVELT BOULEVARD RE#S 00064950-000000, 00065550-000000, 00065530-000000, 00065540-000000, 00065060-000000, and 00064940-000000

WHEREAS, pursuant to Section 90-679 of the Code of Ordinances, the City Commission is allowed to determine whether it is willing to consider entering into a proposed Development Agreement prior to the commencement of the normal process of approving a Development Agreement;

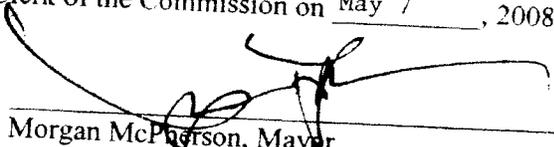
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST FLORIDA, AS FOLLOWS:

Section 1: That preliminary approval of a proposed Development Agreement is hereby granted pursuant to Section 90-679 of the Code of Ordinances.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 6th day of May, 2008.

Authenticated by the presiding officer and Clerk of the Commission on May 7, 2008.  
Filed with the Clerk May 7, 2008.

  
Morgan McPherson, Mayor

Attest:  
  
Cheryl Smith, City Clerk

## EXECUTIVE SUMMARY



**To:** Jim Scholl, City Manager  
**From:** Amy Kimball-Murley, Interim Planning Director  
**Date:** May 6, 2008  
**RE:** 3820 N. Roosevelt Boulevard  
Request for Permission to Initiate a Development Agreement

### ACTION STATEMENT

**Request:** Preliminary City Commission authorization to enter into a Development Agreement per Section 90-679 of the Land Development Regulations  
**Location:** 3820 N. Roosevelt Boulevard (Key West Resort and Conference Center)

### BACKGROUND

The City's Land Development Regulations allow the City Commission, at its sole discretion, to enter into Development Agreements with property owners. Section 90-679 of the Code requires the City Commission to first make a preliminary determination regarding their willingness to enter into such an Agreement prior to the normal process of submitting a proposed Development Agreement that is considered by the Planning Board and City Commission.

The owners of the Key West Resort, Spottswood Hotels, Inc., submitted a request for such preliminary City Commission consideration on March 24, 2008, after meeting with the Planning Department to discuss options to extend existing Major Development Plan, Conditional Use and Variance approvals for the Key West Resort project. The request was submitted pursuant to Section 90-678 which requires the applicant to initiate the Development Agreement process through the city administrative official (in this case the Planning Department).

The Key West Resort is a large project which includes the construction of a 450 room hotel, 33 timeshare units, 21 residential units with lock-outs, a 20,500 square foot conference center, 21,000 square feet of retail space, a themed restaurant and bar with 7,000 square feet of consumption space, and fifty work force housing units. The site is approximately 17 acres. The project was originally approved by the City Commission by Resolution 07-164 and by the Board of Adjustment via Resolution 07-083 (see attachments). These approvals are set to expire in July 2008 (the approvals were issued in May 2007 but did not go into effect until after City and DCA appeal periods expired). The applicant is entitled under the Code to request extensions of these approvals from the City Commission and Board of Adjustment. However, given the size and complexity of

the development, it may be appropriate for the Commission to integrate all three approvals into a single Development Agreement, thereby giving the City a clear, single mechanism with which to control the timing and phasing of the development. While the Development Agreement process is not right for every project, it is generally most suitable for large-scale projects of this nature.

The applicant has requested that the existing conditions of approval associated with the Major Development Plan, Conditional Use and Variance be incorporated into the Agreement. The existing timeframes would be modified and it is likely that a phased approach to the schedule would be proposed; this approach would allow the development to occur incrementally under timeframes acceptable to the City. Although up to ten years are allowed through the Development Agreement process, it is up to the Commission to determine what timeframes will be appropriate for this project, should the Commission decide to issue this preliminary determination.

The Land Development Regulations acknowledge the findings of the state legislature that enable Development Agreements under Florida Statute, as follows (see Section 90-676):

- (1) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.*
- (2) Assurance to a developer that, upon receipt of a development permit, the applicant may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in ensuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning and reduces the economic costs of development.*
- (3) The comprehensive planning process should be furthered by authorizing local governments to enter into development agreements with developers. The intent is to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.*

Should the Commission give the applicant preliminary authorization to move forward with an application for a Development Agreement, the applicant would be required to provide a draft agreement as well as other information required by the code. The draft agreement would be reviewed by the Development Review Committee and then heard by the Planning Board and then be submitted to the City Commission for public hearing.

## **RECOMMENDATIONS**

### **Options / Advantages / Disadvantages:**

**Option 1.** Approve the preliminary request by the applicant to consider a Development Agreement for the Key West Resort project.

1. **Consistency with the City's Strategic Plan, Vision and Mission:** This action would provide enhanced services and attractions geared toward tourism, consistent with the mission and vision of the city.
2. **Financial Impact:** There is no direct financial impact to the city itself.

**Option 2.** Do not approve the request and require the applicant to use existing approvals for the project.

1. **Consistency with the City's Strategic Plan, Vision and Mission:** This action would provide enhanced services and attractions geared toward tourism, consistent with the mission and vision of the city.
2. **Financial Impact:** There is no direct financial impact to the city itself.

**STAFF RECOMMENDATION**

**Option 1, Approval of the preliminary request**

**THOMAS E. POPE, P.A.**  
ARCHITECTURE, RESTORATION, PLANNING  
PO BOX 5567  
KEY WEST FLORIDA 33045  
(305) 296-3611  
FAX (305) 294-2923  
EMAIL: TEP@PEPPA@AOL.COM

March 17, 2008

Amy Kimball-Murley  
Planning Director  
City of Key West  
Planning Department  
604 Simonton Street  
Key West, Florida 33040

MAR 24 2008  
CITY OF KEY WEST  
PLANNING DEPARTMENT

**RE: 3820 North Roosevelt**

Dear Amy,

Thank you for meeting with Robert Spottswood, Don Wolfe and myself last Friday to review the status of approvals for the Key West Resort at 3820 North Roosevelt Boulevard Key West. At that meeting we all agreed that all approvals for the project were currently in effect and they would remain in effect one year after the final DCA review and approval. That date will require some research, but we all thought it is mid July 2008. During the course of the meeting we discussed two options to extend the time frame of the approvals. You recommended we make a request to the City to enter into a Development Agreement. Please consider this letter as that formal request. We would like to formulate a Development Agreement that would allow an extended time frame for the development and allow flexibility in the Site Plan and building design such that it would not impact the intent of our existing approvals. We understand that the first step of the Development Agreement process is the approval of this request by the City Commission. We are hoping this request will be approved, however if it is denied, please accept this letter as our formal request to extend the existing Major Development Plan and Conditional Use Approvals one year through the established approval process.

Sincerely,

  
Thomas E. Pope

# Baker Hostetler

APR 16 2008

**TO:** Thomas E. Pope  
Robert Spottswood  
**FROM:** Robert H. Gebaide  
**DATE:** April 16, 2008  
**SUBJECT:** Project Key West Ownership

## Introduction

There are a total of six (6) contiguous properties that are included in this project. As further described in this memorandum, the properties are owned by wholly owned subsidiaries of Spottswood Hotels, Inc., and affiliates of Spottswood Hotels, Inc. For purposes of this memorandum, the properties are defined as follows:

1. 3852 N. Roosevelt Boulevard (the "Days Inn Property").
2. 3850 N. Roosevelt Boulevard (the "Holiday Inn Property").
3. 3840 N. Roosevelt Boulevard (the "Conch Train Property").
4. 3824 N. Roosevelt Boulevard (the "Comfort Inn Property").
5. 3820 N. Roosevelt Boulevard (the "Radisson Property").
6. 3800 N. Roosevelt Boulevard (the "Old Town Property").

APR 16 2008

**Holiday Inn Key West**

The following entities own the Holiday Inn Key West Property, as tenants in common, and in the following percentages:

SH6, Inc., a Florida corporation	14.87%
Robert A. Spottswood, President, Treasurer	
William B. Spottswood, Vice President	
John M. Spottswood, Jr., V.P. and Secretary	
JRC Key West Hotel LLC	33.46%
(an Illinois limited liability company, Edward W. Ross, Principal)	
AVA Key West LLC	16.67%
(an Illinois limited liability company, Andrew V. Agostini, Principal)	
JL Key West LLC	16.67%
(an Illinois limited liability company, J Luzuriaga, Principal)	
RFA Key West LLC	18.33%
(an Illinois limited liability company, Edward W. Ross, Principal)	

**The Days Inn Property, the Radisson Property, Old Town Property, and Conch Train Property**

The Days Inn Property, Radisson Property, Old Town Property and Conch Train Property are owned by JLW Key West 1, LLC, a Florida limited liability company.

SH 7, Inc., a Florida corporation is the managing member of JLW Key West 1, LLC, and is a wholly owned subsidiary of Spottswood Hotels, Inc.

The members of JLW Key West 1, LLC, and their respective percentages, are as follows:

SH 7, Inc. (wholly owned subsidiary of Spottswood Hotels, Inc) – same officers as SH6, Inc., above	23.75%
Andrew V. Agostini	23.75%
J Luzuriaga	23.75%
RFA Investors, LP	23.75%
Jeremy Glendenning	5.0%

APR 16 2008

**Comfort Inn Property**

The Comfort Inn Property is owned by the following entities, as tenants in common, and in the following percentages:

- SH 8 LLC 32.6%  
(a Florida limited liability company, Spottswood Hotels, Inc. owned entity)
- J L Key West II LLC 22.5%  
(a Florida limited liability company, J Luzuriaga, principal)
- RFA Key West II LLC 22.5%  
(a Florida limited liability company, Edward W. Ross, principal)
- JLW Key West 2, LLC 22.4%  
(a Florida limited liability company, see below for ownership interests)

SH7, Inc., a Florida corporation, is the managing member of JLW Key West 2, LLC. SH 7 is a wholly owned subsidiary of Spottswood Hotels, Inc.

<u>Name of JLW Key West 2, LLC Member</u>	<u>Membership Percentage</u>
Andrew V. Agostini	77.5786%
SH 7, Inc.	0.100%
Jeremy Glendenning	22.3214%

RESOLUTION NO. 07-164

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING PURSUANT TO SECTIONS 108-198 AND 122-63 OF THE CODE OF ORDINANCES A MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE FOR THE PROPERTY LOCATED AT 3820 NORTH ROOSEVELT BOULEVARD; PROVIDING CONDITIONS; RESCINDING RESOLUTION NO. 06-246; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 108-198, the City Commission shall review and act upon Major Development Plan proposals; and

WHEREAS, at its meeting of March 15, 2007, the Key West Planning Board recommended approval; and

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

Section 1: That the proposed Major Development Plan and Conditional Use for the property located at 3820 North Roosevelt Boulevard is hereby approved.

Section 2: That the twelve conditions recommended by the Planning Board in its Resolution No. 2007-006, attached hereto, are hereby approved and adopted.

Section 3: That Resolution No. 06-246 is hereby rescinded.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 1 day of May, 2007.

Authenticated by the presiding officer and Clerk of the Commission on May 2, 2007.

Filed with the Clerk May 2, 2007.

  
MORGAN MCPHERSON, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK

**PLANNING BOARD RESOLUTION**  
**No. 2007-006**

A RESOLUTION OF THE CITY OF KEY WEST PLANNING BOARD PURSUANT TO SECTION 108-196 OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, APPROVING A MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION FOR THE CONSTRUCTION OF 450 KEY HOTEL WITH SPA, HOTEL RESTAURANT AND BAR, 33 TIME SHARE UNITS, 21 RESIDENTIAL UNITS WITH LOCKOUTS AND 2 TRANSIENT LISCENSES EACH. 50 UNIT WORK-FORCE HOUSING AND A CONFERENCE CENTER WITH 20,500 SQUARE FEET OF MEETING SPACE. 21,000 SQUARE FEET OF RETAIL SPACE, A THEMED RESTAURANT AND BAR WITH 7,000 SQUARE FEET IN CONSUMPTION SPACE (250 SEATS) AT WHAT IS CURRENTLY REFERRED TO AS 3820 NORTH ROOSEVELT BOULEVARD (RE#'s 00064950-000000, 00065550-000000, 00065530-000000, 00065540-000000, 00065060-000000, and 00064940-000000); PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, an Application for a Major Development Plan Application was filed 18 December 2006, by The JLW KEY WEST I LLC, authorized agent for the owner/s of the property, located in the General Commercial (CG) zoning district; and

**WHEREAS**, the proposal is to allow for the construction of a 450 Key Hotel with Spa, Hotel Restaurant and Bar, 33 Time Share Units, 21 Residential Units with Lockouts and 2 Transient licenses each. 50 Unit Workforce housing and a Conference center with 20,500 square feet of meeting space. 21,000 square feet of retail space, a themed restaurant and bar with 7,000 square feet in consumption space (250 seats); and

**WHEREAS**, plans received 18 December 2006, were considered at the 11 January 2007 and 8 February 2007 Development Review Committee meetings; and

**WHEREAS**, after public notice, the application for a Major Development Plan approval was heard by the Planning Board at its Regular Meeting of 15 March 2007; and

**WHEREAS**, for that meeting, there were 126 notices sent with 0 returned; and

**WHEREAS**, at that meeting, Senior Planner II Jim Singelyn presented the staff report prepared by Jim Singelyn; and

**WHEREAS**, the Board heard Mr. Singelyn recommend approval with conditions; and

**WHEREAS**, the applicant stated they accepted the conditions; and

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Board of the City of Key West, Florida:

**Section 1.** That the Planning Board approves the application for the Major Development Plan with the following conditions:

1. All units shall be sprinkled.
2. Prior to submitting a building permit application, the applicant shall secure any necessary permits from state and federal agencies, including but not limited to South Florida Water Management District, FDOT, and the City of Key West Utilities.
3. All units (non-transient and transient) shall comply with the Federal Fair Housing Act requirements for accessibility and are ADA adaptable.
4. The property is currently comprised of 8 parcels owned solely by the applicant. A Unity of Title, in a form acceptable to the City Attorney, shall be recorded with the Monroe County Clerk of Courts.
5. The City will grant the applicant 19.6 affordable ROGO allocations should the allocations be available.
6. Restrictive Covenants for the workforce housing units for a minimum term of 50 years, in a form acceptable to the City Attorney, shall be recorded with the Monroe County Clerk of Courts. The effective date of the restrictive covenant shall be the date the Certificate of Occupancy (CO) is issued for the workforce housing units.
7. The CO for the workforce housing units shall be concurrent with or prior to the issuance of the CO for any other part of the resort redevelopment.
8. The developer shall provide a phasing schedule and plan for the displacement and/or relocation of residents of the existing 16 workforce housing units to be redeveloped.
9. The service road access locations at both ends of the site shall have curb cuts that permit both ingress and egress. The curb cut located in front of the Conference Center shall be right and left turn exit only. All other curb cuts shall be one way with all exits to be right turn only onto North Roosevelt Boulevard.
10. A Signage Plan will be submitted to the City for approval prior to the issuance of building permits.
11. Valet parking shall remain throughout the life of the project.
12. This approval rescinds Resolution 06-246.

**Section 2.** This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the Chairman of the Planning Board and the Planning Director.

Passed at a meeting held 15 March 2007.

Authenticated by the Chair of the Planning Board and the Planning Director.

  
Chairman Richard Klitenick  
Key West Planning Board

4/16/2007  
Date

Attest:

  
Gail E. Kenson, AICP, Planning Director

21 Apr 07  
Date

Filed with the Clerk

  
Cheryl Smith, City Clerk

4-23-07  
Date

RESOLUTION NO. 07-083

VARIANCE: 3820 N. ROOSEVELT BOULEVARD

A RESOLUTION OF THE KEY WEST BOARD OF ADJUSTMENT TO ALLOW THE CONSTRUCTION OF A HOTEL WITH SPA, RESTAURANT, BAR, TIME SHARE UNITS, EMPLOYEE HOUSING, CONFERENCE SPACE AND RETAIL SPACE BY GRANTING A VARIANCE TO THE OFF-STREET PARKING REGULATIONS FOR PROPERTY IN THE CG, GENERAL COMMERCIAL ZONING DISTRICT, UNDER THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA. PROVIDING A CONDITION FOR PROPERTY LOCATED AT 3820 N. ROOSEVELT BOULEVARD, KEY WEST, FLORIDA (RE# 00064950-000000, 00065550-000000, 00065530-000000, 00065540-000000, 00065060-000000, 00064940-000000)

**WHEREAS,** the Board of Adjustment finds 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 district; and

**WHEREAS,** the Board of Adjustment finds that the special conditions do not result from the action or negligence of the applicant; and

**WHEREAS,** the Board of Adjustment finds 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; and

**WHEREAS,** the Board of Adjustment finds 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; and

**WHEREAS,** the Board of Adjustment finds that the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure; and

**WHEREAS,** the Board of Adjustment finds that the grant of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public interest or welfare; and

**WHEREAS,** the Board of Adjustment finds that no nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of a variance; and

**WHEREAS**, the Board of Adjustment finds that the applicant has demonstrated a "good neighbor policy" by contacting or making a reasonable attempt to contact all noticed property owners who have objected to the variance application, and by addressing the objections expressed by those neighbors.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Adjustment of the City of Key West, Florida:

**Section 1.** That a variance to **OFF-STREET PARKING** regulations in the **CG, GENERAL COMMERCIAL Zoning District**, under the Code of Ordinances of the City of Key West, Florida, is hereby granted as follows to: Sections 108-572(1), (2B), (3), (4), (7), (9) and (10), OF 100 PARKING SPACES FROM THE 989 PARKING SPACES REQUIRED TO THE 889 PARKING SPACES PROPOSED (816 EXISTING); ALLOWING THE SUBSTITUTION 89 BICYCLE PARKING SPACES FOR 89 OF THE 100 PARKING SPACES FOR WHICH THE VARIANCE IS REQUESTED. **THE PURPOSE OF THE REQUEST IS TO ALLOW THE CONSTRUCTION OF A HOTEL WITH SPA, RESTAURANT, BAR, TIME SHARE UNITS, EMPLOYEE HOUSING, CONFERENCE SPACE AND RETAIL SPACE. FOR PROPERTY LOCATED AT 3820 N. ROOSEVELT BOULEVARD (THE KEY WEST HOTEL AND CONFERENCE CENTER), KEY WEST, FLORIDA (RE# 00064950-000000, 00065550-000000, 00065530-000000, 00065540-000000, 00065060-000000, 00064940-000000).**

**Section 2.** It is a condition of this variance that full, complete, and final application for all permits required for any new construction for any use and occupancy for which this variance is wholly or partly necessary, whether or not such construction is suggested or proposed in the documents presented in support of this variance, shall be submitted in its entirety within two years after the date hereof; and further, that no application or reapplication for new construction for which the variance is wholly or partly necessary shall be made after expiration of the two-year period without the applicant obtaining an extension from the Board of Adjustment and demonstrating that no change of circumstances to the property or its underlying zoning has occurred.

**Section 3.** The failure to submit a full and complete application for permits for new construction for which this variance is wholly or partly necessary, or the failure to complete new construction for use and occupancy pursuant to this variance in accordance with the terms of a City building permit issued upon timely application as described in Section 2 hereof, shall immediately operate to terminate this variance, which variance shall be of no force or effect.

**Section 4.** This variance does not constitute a finding as to ownership or right to possession of the property, and assumes,

without finding, the correctness of applicant's assertion of legal authority respecting the property.

**Section 5.** That the granting of the variance is conditioned that the applicant maintains the valet parking throughout the life of the development and that the applicant provides a minimum of 89 bicycle parking spaces and 25 scooter parking spaces in lieu of 100 car parking spaces.

**Section 6.** This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Read and passed on first reading at a regular meeting held this 7th day of March, 2007.

Authenticated by the presiding officer and Clerk of the Board on 19th day of March, 2007.

Filed with the Clerk on March 19, 2007.

  
MORGAN MCPHERSON, CHAIRMAN  
BOARD OF ADJUSTMENT

ATTEST:

  
CHERYL SMITH, CITY CLERK

# Baker Hostetter

**TO:** Thomas E. Pope  
Robert Spottswood  
**FROM:** Robert H. Gebaide  
**DATE:** April 16, 2008  
**SUBJECT:** Project Key West Ownership

## Introduction

There are a total of six (6) contiguous properties that are included in this project. As further described in this memorandum, the properties are owned by wholly owned subsidiaries of Spottswood Hotels, Inc., and affiliates of Spottswood Hotels, Inc. For purposes of this memorandum, the properties are defined as follows:

1. 3852 N. Roosevelt Boulevard (the "Days Inn Property").
2. 3850 N. Roosevelt Boulevard (the "Holiday Inn Property").
3. 3840 N. Roosevelt Boulevard (the "Conch Train Property").
4. 3824 N. Roosevelt Boulevard (the "Comfort Inn Property").
5. 3820 N. Roosevelt Boulevard (the "Radisson Property").
6. 3800 N. Roosevelt Boulevard (the "Old Town Property").

**Holiday Inn Key West**

The following entities own the Holiday Inn Key West Property, as tenants in common, and in the following percentages:

SH6, Inc., a Florida corporation	14.87%
Robert A. Spottswood, President, Treasurer	
William B. Spottswood, Vice President	
John M. Spottswood, Jr., V.P. and Secretary	
JRC Key West Hotel LLC	33.46%
(an Illinois limited liability company, Edward W. Ross, Principal)	
AVA Key West LLC	16.67%
(an Illinois limited liability company, Andrew V. Agostini, Principal)	
JL Key West LLC	16.67%
(an Illinois limited liability company, J Luzuriaga, Principal)	
RFA Key West LLC	18.33%
(an Illinois limited liability company, Edward W. Ross, Principal)	

**The Days Inn Property, the Radisson Property, Old Town Property, and Conch Train Property**

The Days Inn Property, Radisson Property, Old Town Property and Conch Train Property are owned by JLW Key West 1, LLC, a Florida limited liability company.

SH 7, Inc., a Florida corporation is the managing member of JLW Key West 1, LLC, and is a wholly owned subsidiary of Spottswood Hotels, Inc.

The members of JLW Key West 1, LLC, and their respective percentages, are as follows:

SH 7, Inc. (wholly owned subsidiary of Spottswood Hotels, Inc) – same officers as SH6, Inc., above	23.75%
Andrew V. Agostini	23.75%
J Luzuriaga	23.75%
RFA Investors, LP	23.75%
Jeremy Glendenning	5.0%

**Comfort Inn Property**

The Comfort Inn Property is owned by the following entities, as tenants in common, and in the following percentages:

SH 8 LLC	32.6%
(a Florida limited liability company, Spottswood Hotels, Inc. owned entity)	
J L Key West II LLC	22.5%
(a Florida limited liability company, J Luzuriaga, principal)	
RFA Key West II LLC	22.5%
(a Florida limited liability company, Edward W. Ross, principal)	
JLW Key West 2, LLC	22.4%
(a Florida limited liability company, see below for ownership interests)	

SH7, Inc., a Florida corporation, is the managing member of JLW Key West 2, LLC. SH 7 is a wholly owned subsidiary of Spottswood Hotels, Inc.

<u>Name of JLW Key West 2, LLC Member</u>	<u>Membership Percentage</u>
Andrew V. Agostini	77.5786%
SH 7, Inc.	0.100%
Jeremy Glendenning	22.3214%

**Amy Kimball-Murley**

---

**From:** SpiersS@gtlaw.com  
**Sent:** Monday, December 29, 2008 4:24 PM  
**To:** Amy Kimball-Murley  
**Cc:** Larry Erskine; RevellR@gtlaw.com; TEPopePA@aol.com; rspottswood@spottswood.com  
**Subject:** Spottswood/Key West Resort  
**Attachments:** Concurrency Supplement.pdf; Comp Plan Analysis Traffic Update 12 22 08.pdf; Waste Management.pdf; 451504116\_v\_1\_Concurrency Analysis by Kimley-Horn 12-08.doc.DOC

Amy:

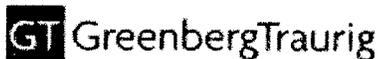
Attached are our concurrency analyses for traffic (updated), potable water, wastewater, solid waste, and recreation facilities for the Key West Resort and Conference Center. In addition, we are providing comments on schools and the availability of medical facilities, as those services are mentioned in the development agreement statute. We had to assume a buildout date in order to prepare the concurrency analyses. For the purpose of these analyses, we assumed a buildout date of 2013, five years from the date of our development agreement application. Our analyses indicate that the project will easily meet the City's concurrency requirements.

If you have any questions or need additional information, please let me know.

Thank you.

Sherry

Sherry A. Spiers  
Of Counsel  
Greenberg Traurig, P.A. | 101 East College Avenue | Tallahassee, FL 32301  
Tel 850.222.6891 | Fax 850.681.0207  
spierss@gtlaw.com | www.gtlaw.com



PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL

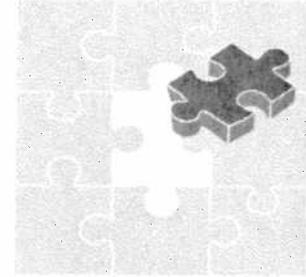
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# MEMORANDUM

TREPANIER



ASSOCIATES INC  
LAND USE PLANNING  
DEVELOPMENT CONSULTANTS

**Date:** 12/29/08  
**To:** Ms. Sherry Spiers, Esq.  
**From:** Owen Trepanier  
**Re:** **Key West Resort and Conference Center  
Concurrency Analysis Supplement**

Trepanier & Associates, Inc. analyzed the concurrency requirements for schools and recreational facilities with regard to the proposed Key West Resort and Conference Center. We also reviewed the availability of medical services within the city.

**Schools** – Key West is located in the Monroe County School District. The County as a whole has experienced declines in school-aged children. At the request of Monroe County and the municipalities in the County, including the City of Key West, the Florida Department of Community Affairs granted a waiver from school concurrency on April 25, 2008. The waiver is in effect until May 1, 2010. A copy of the Department’s waiver letter is attached to this report.

**Recreation-** “In cases where residential development is proposed, information shall be submitted describing plans for accommodating recreational demands generated by the development, including demonstrated evidence that the City’s adopted level of service for recreation shall not be adversely impacted<sup>1</sup>,”

Recreational Level of Service Standards:

Activity	Level of Service <sup>2</sup>	Current Requirement		Proposed Development		Existing	Development Compliance
		Pop.	Req. <sup>3</sup>	Pop.	Req.		
Tennis Courts	1 court per 7,500	23,262	3.1	22,312	3.1	6	Complies
Racquetball/Handball Courts	1 court per 10,000	23,262	2.3	22,312	2.3	4	Complies
Basketball Courts	1 court per 5,000	23,262	4.7	22,312	4.7	5	Complies
Softball/Baseball Diamonds	1 diamond per 4,500	23,262	5.2	22,312	5.2	6	Complies
Swimming Pools	1 pool per 45,000	23,262	0.5	22,312	0.5	2	Complies
Golf Courses	1 18-hole course per 50,000	23,262	0.5	22,312	0.5	1	Complies
Boat Ramps	1 ramp per 9,500	23,262	2.4	22,312	2.5	5	Complies
Football/Soccer Fields	1 field per 11,000	23,262	2.1	22,312	2.1	3	Complies
Bocce Courts	1 court per 9,500	23,262	2.4	22,312	2.5	6	Complies
Neighborhood Parks	2.5 acres per 1,000	23,262	58.2	22,312	58.3	236.5 <sup>4</sup>	Complies
Community Parks	2.5 acres per 1,000	23,262	58.2	22,312	58.3		

<sup>1</sup> The City of Key West’s Comprehensive Plan Policy 9-1.5.1: Resolving Concurrency Issues.

<sup>2</sup> Per Section 94-70 of the City of Key West Code

<sup>3</sup> These calculations are based on the Key West and Monroe County Demographics found: <http://www.keywestchamber.org/PDF/demographics.pdf>, which assumes a population of 23,262 to this population we have added an additional 68 based on an assumption that each affordable unit may have 2 occupants.

<sup>4</sup> The City of Key West Recreation Department was unable to provide the acreage of Neighborhood & Community Parks, however based on the 1993 Comprehensive Plan Table VII-1 Inventory of Public Parks there are 236.5 ac of parks. The parks are not differentiated by Community versus Neighborhood parks.

US Census projections for population growth in the City of Key West show a decreasing population trend<sup>5</sup>. The above data demonstrates that given the current population and the proposed increase in workforce housing units as a result of this project, the City's adopted level of service for recreation is currently in compliance and shall not be adversely impacted as a result of the development.

**Medical Facilities** – Key West has a variety of medical services on the island, including Lower Keys Medical Center, a 167-bed acute health care facility, which includes a 49-bed DePoo psychiatric and chemical dependency unit. Lower Keys Medical Center has emergency helicopter service and is located 1.2 miles from the Key West Resort and Conference Center.

Additionally, the following medical services are currently available in the city<sup>6</sup>:

- 24 Hour Emergency Service
- Acupuncture
- Adolescent Counseling
- Adult & Pediatric
- Adult Counseling
- Allergies
- Anxiety Therapy
- Arthritis
- Botox
- Child Counseling
- Clinics
- Cosmetic Surgery
- Couples Counseling
- Cryosurgery
- Depression Therapy
- Dermatology
- Dialysis
- Drug Screening
- Emergency Care
- Emergency Service
- Family Medicine
- Family Planning
- General Medical Care
- Geriatrics
- Group Therapy
- Gynecology & Obstetrics Physicians
- Hand Therapy
- Hematology Physicians
- Herbs
- Hospital Equipment & Supplies Retail
- Hospitals
- Immigration Exams
- Infectious Disease Physicians
- Infertility
- Internal Medicine Physicians & Surgeons
- Laboratory
- Laboratory Services
- Mammography
- Marriage & Family Counseling
- Massage Therapy
- Medical Equipment Sales and Rental
- Mental Health
- Military & Veteran's Services
- Minor Surgery
- Neonatal & Newborn Care: Cardio Rehabilitation, Orthopedic, Neurological
- Neurofeedback
- Neurology
- Nursing & Convalescent Homes
- Obstetrics & Gynecology
- Ophthalmology
- Orthotics
- Osteopathic Manipulation
- Panic Disorders Therapy
- Pap Smears
- Pediatric Mental Health, Pharmacy
- Pediatrics
- Physical & Occupational Therapy
- Physical Exams
- Physical Therapy
- Physicals
- Physicians & Surgeons
- Physiotherapy
- Psychiatric Services
- Psychotherapy
- Pulmonology
- Pulmonary Therapy
- Radiology
- Reflexology
- Respiratory Therapy
- Restylane
- Retirement Apartments & Hotels
- School Physicals
- Skin Cancer
- Speech Therapy
- Spine Surgery
- Sports Medicine
- Stress Reduction Therapy
- Surgeons
- Surgery
- Trauma
- Ultrasound
- Urine Drug Testing
- US Navy Medicine
- Weight Control Therapy
- Women's Health
- Workers' Comp Injuries
- X-Rays

<sup>5</sup> [http://factfinder.census.gov/servlet/GCTTable?\\_ds\\_name=PEP\\_2007\\_EST&-mt\\_name=PEP\\_2007\\_EST\\_GCTT1R\\_ST9S&-geo\\_id=04000US12&-format=ST-9&-tree\\_id=806&-context=gct](http://factfinder.census.gov/servlet/GCTTable?_ds_name=PEP_2007_EST&-mt_name=PEP_2007_EST_GCTT1R_ST9S&-geo_id=04000US12&-format=ST-9&-tree_id=806&-context=gct)

<sup>6</sup> According to the Key West Chamber of Commerce and the Yellow Pages



STATE OF FLORIDA

## DEPARTMENT OF COMMUNITY AFFAIRS

*"Dedicated to making Florida a better place to call home"*

CHARLIE CRIST  
Governor

THOMAS G. PELHAM  
Secretary

April 25, 2008

The Honorable Charles "Sonny" McCoy  
Mayor, Monroe County Board of County Commissioners  
530 Whitehead Street  
Key West, Florida 33040

Re: Joint Application for a school concurrency waiver

Dear Mayor McCoy:

The Department of Community Affairs (Department) has reviewed the request for a waiver from school concurrency submitted by Monroe County, the Monroe County School Board and the cities of Key West, Key Colony Beach, Layton, Islamorada and Marathon. The Department has considered the application pursuant to Chapter 163.3177(12)(a), Florida Statutes. Additionally, comments were received from the Florida Department of Education.

The Department has determined that the District is eligible for a waiver and hereby granted a waiver from the requirements of Sections 163.3177(12), 163.31777, and 163.3180 (13), Florida Statutes, for public school concurrency. The waiver shall be in effect until May 1, 2010, at which time the District and the Department shall re-evaluate continued eligibility for the public school concurrency waiver.

If you should have any questions or require additional information, please contact me or Rebecca Jetton, Areas of Critical State Concern Administrator at (850) 922-1766.

Sincerely,

A handwritten signature in black ink that reads "Mike McDaniel".

Mike McDaniel, Chief  
Office of Comprehensive Planning

MM/ams

2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-2100  
Phone: 850-488-8466 Fax: 850-921-0781 Website: [www.dca.state.fl.us](http://www.dca.state.fl.us)

COMMUNITY PLANNING  
Phone: 850-488-2356 Fax: 850-488-3309

AREAS OF CRITICAL STATE CONCERN FIELD OFFICE  
Phone: 305-289-2402 Fax: 305-289-2442

HOUSING AND COMMUNITY DEVELOPMENT  
Phone: 850-488-7556 Fax: 850-922-5623

Mr. Sonny McCoy, Mayor  
April 25, 2008  
Page 2

cc: Mr. Steven Pribramsky, Monroe County School District Chairman  
Mr. Fred Sims, Monroe County School District, Executive Director of Facilities  
Mr. Andrew Trivette, Monroe County Growth Management Director  
Mr. Edward Koconis, Islamorada Planning Director  
Mr. George Garrett, interim Marathon Planning Director  
Mrs. Amy-Kimball-Murley, Key West Planning Director  
Mr. Norman Anderson, Layton, Mayor  
Mr. Ron Sutton, Key Colony Beach, Mayor  
Ms. Carolyn Dekle, Executive Director, South Florida Regional Council

*Traffic Concurrency Analysis  
for Submittal to the City  
of Key West*

**Key West Resort and  
Conference Center  
Key West, Florida**

*Prepared for:*

The Spottswood Companies, Inc.  
Key West, Florida

*Prepared by:*

Kimley-Horn and Associates, Inc.  
Fort Lauderdale, Florida



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December 2008

043098000

## Trip Generation

Table 1 summarizes the proposed development's net trip generation increase when compared to the existing development. The trip generation methodologies/analyses were outlined in detailed in a letter to Mr. Robert Spottswood dated December 14, 2006 included in Attachment A. This previous analysis examined the AM and PM peak hours. As required by City Code, a supplemental daily trip generation analysis was also conducted for this report. The trip generation methodologies for the daily forecasts in the supplemental analysis were identical to the previous analyses. Detailed trip generation outputs are included as part of this analysis as Attachment A. It should be noted that both the assumptions for the existing and proposed development have been slightly modified since the time of the original analysis. However, the changes to the existing plan assumptions result in more existing development while the changes to the current site plan result in less proposed development.<sup>1</sup> Therefore, the trip generation analysis provided conservatively overestimated the net increase in trip generation associated with this project.

As indicated in Table 1, the proposed development generates an additional 1,018 daily trips, 51 AM peak hour trips, and 21 PM peak hour trips when compared to the existing development. It should be noted that the Institute of Transportation Engineers (ITE) does not provide trip generation rates for the existing or proposed transit center. Therefore, the analysis does not account for the additional trips generated by the existing use. As a result, increase in trip generation associated with the proposed development is expected to be less than presented in this analysis.

Table 1: Trip Generation Analysis

<b>Development Plan</b>	<b>Daily Trip Generation</b>	<b>AM Peak Hour Trip Generation</b>	<b>PM Peak Hour Trip Generation</b>
Existing Development	4,242	324	396
Proposed Development	5,260	375	417
Increase (%)	24% (1,018 trips)	16% (51 trips)	5% (21 trips)

---

<sup>1</sup> The Days Inn has 134 rooms instead of the 133 reflected in the December 2006 analysis, and the Holiday Inn has 147 rooms instead of the 141 assumed in the December 2006 analysis, for a total of 7 additional existing hotel units. There are 16 existing affordable units on the property instead of the 17 units reflected in the December 2006 analysis, for a reduction of one residential unit.

### Surrounding Roadways – Existing (2007) Conditions

Table 2 summarizes the existing peak hour level of service conditions for the roadways adjacent to the site. To provide for a conservative analysis, the peak hour for each individual count station was utilized for this report. The capacity thresholds were obtained from FDOT's Generalized Roadway Capacities – Table 4-5 which is included in Attachment B. The most recent (Year 2007) two-way peak hour traffic volumes were obtained from the FDOT and are included in Attachment B. Three (3) consecutive days of traffic volumes were provided. For purposes of this analysis, the peak hour volumes were averaged and adjusted for peak season using FDOT's peak season adjustment factors. The detailed calculations are included in Attachment B.

Table 2: Existing (2007) Peak Hour Level of Service Conditions

Roadway Segment	Adopted LOS Standard	Existing Geometry	Two-way Peak Hour Capacity LOS C (vph) <sup>(1)</sup>	Two-way Peak Hour Capacity LOS D (vph) <sup>(1)</sup>	Existing FDOT (2007) Two-way Volumes <sup>(2)</sup>	Current LOS
US 1/SR 5/North Roosevelt Boulevard	C	4L w/ TWLTL	3,150	3,290	2,515	B
SR A1A/South Roosevelt Boulevard	C	4LU	2,363	2,467	1,804	B
US 1/SR 5/Overseas Highway	C	4LD	3,150	3,290	2,948	C

(1) Based upon FDOT's most recent Quality/LOS Handbook – Generalized Capacities

(2) Based upon 3-day averages of the most recent available FDOT count data adjusted for average weekday.

TWLTL – Two-Way Left-Turn Lane

As Table 2 indicates, the existing surrounding roadways currently operate at LOS C or better during the peak hour.

### Surrounding Roadways – Future (2013) Conditions with Project

Future traffic background growth on the transportation network was determined based upon historic growth trends at the subject FDOT traffic count stations. The following FDOT count stations were referenced for this analysis:

- Count station 90-0105 located on SR 5/US 1 west of SR A1A
- Count station 90-0201 located on SR 5/US 1 east of Cowkey Channel Bridge
- Count station 90-0049 located on SR A1A/S Roosevelt Blvd south of SR 5/US 1

The average five (5) year historical growth rate was calculated. The calculation resulted in a negative growth rate. To provide for a conservative analysis, a growth rate of 0.5 percent was applied annually to the existing (2007) traffic volumes to attain future (2013) non-project traffic conditions. The annual background growth worksheets are included in Attachment C.

In order to determine the proposed development's impact on the surrounding roadways, the net new trips associated with the Key West Resort project were assigned to the roadway network. Based upon existing travel patterns, the project's net new trips were assigned as follows: 40% to/from Overseas Highway (west), 50% to/from Downtown Key West (north) and 10% to/from the Key West Airport. To provide for a conservative analysis, the highest net new trip generation of 51 trips (PM peak hour) for the project was utilized for this analysis. Table 3 summarizes the project's expected impact as a percentage of the LOS C peak hour capacities. Table 4 summarizes the resulting LOS for the surrounding roadways.

Table 3: Percentage Impact of Project on Adjacent Roadways

<b>Roadway Segment</b>	<b>Two-way Peak Hour Capacity LOS C (vph)</b>	<b>Peak Hour Project Traffic Distribution/ Assignment</b>	<b>Project Traffic as a Percentage of Two-Way Peak Hour Capacity – LOS C</b>
US 1/SR 5/North Roosevelt Boulevard	3,150	50%/26 trips	0.82%
SR A1A/South Roosevelt Boulevard	2,363	10%/5 trips	0.21%
US 1/SR 5/Overseas Highway	3,150	40%/ 20 trips	0.63%

Table 4: Future (2013) Peak Hour Level of Service Conditions

Roadway Segment	Two-way Peak Hour Capacity LOS C (vph) <sup>(1)</sup>	Two-way Peak Hour Capacity LOS D (vph) <sup>(1)</sup>	Future (2013) Two-way Volumes <sup>(2)</sup>	Peak Hour Project Traffic Assignment	Future (2013) Two-way Volumes with Project Traffic	Future Total Traffic Conditions LOS
US 1/SR 5/ North Roosevelt Boulevard	3,150	3,290	2,591	26	2,617	B
SR A1A/ South Roosevelt Boulevard	2,363	2,467	1,859	5	1,864	B
US 1/SR 5/ Overseas Highway	3,150	3,290	3,038	20	3,058	C

(1) Based upon FDOT's most recent Quality/LOS Handbook – Generalized Capacities

(2) Based upon existing (2007) traffic volumes with an annual linear growth rate of 0.5 percent.

As indicated in Table 3, the proposed development is expected to account for less than one (1) percent of the LOS C peak hour capacities for the surrounding roadway. Furthermore, Table 4 indicates that the surrounding roadway network is expected to operate at LOS C or better with the inclusion of project traffic.

### Conclusion

Based upon the trip generation analysis, the proposed development is expected to generate a nominal amount of peak hour trips on the surrounding roadway network. Furthermore, the traffic assigned to the surrounding roadway network accounts for less than one (1) percent of the LOS C capacity for each segment. The peak hour roadway segment analysis indicates that all surrounding roadways are expected to operate at LOS C or better with the inclusion of project traffic. Additionally, the proposed development is not expected to result in the degradation of the adopted LOS on the surrounding roadway network. As result, it is our opinion that the proposed development meets the City of Key West traffic concurrency requirements.

It should also be noted, that according to Florida Statute 335.182, the proposed development is not considered a significant change and therefore, is not subject to further review by the Florida Department

of Transportation in the application for driveway connection permits. A "Significant change" is defined in the statute as follows:

“Significant change” means a change in the use of the property, including land, structures or facilities, or an expansion of the size of the structures or facilities causing an increase in the trip generation of the property exceeding 25 percent more trip generation (either peak hour or daily) and exceeding 100 vehicles per day more than the existing use.

As indicated in the trip generation analysis provided, the project is not expected to generate more than 25% more peak hour or daily trips.

# ATTACHMENT A



Kimley-Horn  
and Associates, Inc.

December 14, 2006

Mr. Robert Spottswood  
Spottswood Management, Inc.  
506 Fleming Street  
Key West, Florida, 33040

■  
Suite 109  
5200 N.W. 33rd Avenue  
Ft. Lauderdale, Florida  
33309

Re: Key West Resort and Conference Center  
Roosevelt Boulevard and Overseas Highway  
Trip Generation Analysis

Dear Mr. Spottswood:

We have completed a trip generation analysis for the proposed redevelopment of the property generally located west of Roosevelt Boulevard at Overseas Highway. The following sections summarize our analysis and conclusions:

#### Existing Development

It is our understanding that both commercial and residential uses exist on the site. Based upon the survey information provided, the following existing uses were identified:

- Day's Inn Motel – 133 rooms
- Holiday Inn Hotel – 141 rooms
- Denny's Restaurant – 3,900 s.f.
- Waffle House Restaurant – 4,300 s.f.
- Comfort Inn Hotel – 100 rooms
- Radisson Inn Hotel – 145 rooms
- In Kahoots Restaurant – 5,800 s.f.
- El Meson De Pepe Restaurant – 5,200 s.f.
- Apartments – 17 units
- Key West Trolley Welcome Center

A trip generation analysis was conducted for the existing development using the Institute of Transportation Engineers (ITE) *Trip Generation*, 7<sup>th</sup> Edition and the ITE Trip Generation Handbook, 2<sup>nd</sup> Edition. The analysis is attached. The appropriate ITE Land Use Codes for the development were Motel (ITE Code 320), Hotel (ITE Code 310), High-Turnover (Sit-Down) Restaurant (ITE Code 932), and Apartment (ITE Code 220). ITE does not provide trip generation data for a trolley welcome center. Therefore, the analysis did not take credit for the trips generated by this facility.

■  
TEL 954 535 5100  
FAX 954 739 2247



It should also be noted that the existing Denny's Restaurant is within the Holiday Inn Hotel. Trip generation rates for ITE Land Use Code 310 (Hotel) typically account for restaurants within the hotel facility. However, restaurants typically operated within a hotel primarily market the facility towards hotel guests, do not provide for significant outdoor signage, and do not operate under a nationally recognized franchise name. The existing Denny's Restaurant clearly markets towards non-hotel guests, has significant outdoor signage facing Roosevelt Boulevard, and operates under a nationally recognized franchise name. The restaurant clearly operates more independently than a typical restaurant found in a hotel. Therefore, trip generation estimates for the Denny's Restaurant were calculated independent of the existing Holiday Inn.

As Table 1 indicates the existing development generates 324 a.m. peak hour trips and 396 p.m. peak hour trips. Detailed trip generation information is included in Attachment A.

#### **Proposed Development**

The proposed development includes numerous commercial and retail land uses. According to the most recent site plan, the following proposed uses were identified:

- Hotel w/ Restaurant – 450 rooms
- Fractional Ownership – 75 units
- Restaurant – 12,500 s.f.
- Retail Shops – 21,000 s.f.
- Affordable Housing – 50 units
- Conference Center – 20,500 s.f.

A trip generation analysis was conducted for the proposed development using the Institute of Transportation Engineers (ITE) *Trip Generation*, 7<sup>th</sup> Edition and the ITE Trip Generation Handbook, 2<sup>nd</sup> Edition. The analysis is attached. The appropriate ITE Land Use Codes for the development were Hotel (ITE Code 310), Condominium/Townhouse (ITE Code 230), High-Turnover (Sit-Down) Restaurant (ITE Code 932), Specialty Retail Center (ITE Code 814) and Apartment (ITE Code 220). It should be noted that the existing trolley welcome center is not included in the proposed development. The development will operate a trolley stop to provide an alternative mode of transportation for site (hotel) patrons.

It should be noted that trip generation rates for ITE Land Use Code 310 account for traffic generated by conference/meeting facilities provided onsite. As a result, independent trip generation calculations were not performed for the conference facility. In addition, ITE Land Use Code 310 accounts for restaurants within the hotel facility primarily serving hotel patrons. Therefore, traffic generated by the restaurant/bar operating within the hotel is accounted for in the hotel trip generation calculations. As indicated in Table 1, the proposed development generates 375 a.m. peak hour trips, and 417 p.m. peak hour trips.



**Conclusion**

As indicated in Table 1, the proposed development represents a minimal increase in peak hour trip generation when compared to the existing development. However, it should be noted that the trip generation calculations did not account for the following:

- The proposed development plan eliminates the existing trolley welcome center. The trolley welcome center provides for 50 parking spaces, restrooms, and a convenience store for the facilities patrons and employees. Observations during the peak hour indicate that the parking spaces at the facility are heavily utilized and, therefore, inherently generate a number of peak hour trips.
- A significant number of trips to and from the development are expected to utilize transit/taxis and or motorcycles/scooters. The analysis did not apply a reduction to the vehicular trip generation estimates to account for this issue.

As a result, the trip generation increase shown in Table 1 is a conservative estimate and the actual increase in traffic is likely to be less than calculated in this analysis.

<b>Table 1: Trip Generation Comparison</b>		
<b>Development Plan</b>	<b>A.M. Peak Hour Trip Generation</b>	<b>P.M. Peak Hour Trip Generation</b>
<b>Existing</b>	324	396
<b>Proposed</b>	375	417
<b>Increase (%)</b>	<b>16% (51)</b>	<b>5% (21)</b>

In conclusion, the proposed development does not represent a significant increase in trip generation during the peak hour when compared to the existing development. It is our opinion that the minimal trip generation increase associated with the development does not warrant additional study. If you have any questions on this analysis, please feel free to contact me.

Very Truly Yours,

KIMLEY-HORN AND ASSOCIATES, INC.

John J. McWilliams, P.E.

Attachments

Date: 12/14/06

John J. McWilliams, P.E.  
Florida Registration Number 62541  
Kimley-Horn and Associates, Inc.  
5200 NW 33<sup>rd</sup> Avenue, Suite 109  
Fort Lauderdale, FL 33309  
CA # 00000696

---

**Existing Development  
Trip Generation**

EXISTING AM PEAK HOUR TRIP GENERATION

ITE	ITE TRIP GENERATION CHARACTERISTICS				DIRECTIONAL DISTRIBUTION		GROSS VOLUMES		INTERNAL CAPTURE		EXTERNAL TRIP		PASS-BY CAPTURE		NET NEW EXTERNAL TRIP					
	Land Use	ITE Edition	ITE Code	Scale	ITE Units	Percent		In	Out	Total	Percent	Trips	In	Out	Trips	Percent	In	Out	Total	
						In	Out													In
1	Day Use	7	320	133	room	37%	49%	21	38	57	10.5%	6	19	25	0.0%	0	19	19	52	
2	Lobby Use	7	310	141	room	61%	38%	38	25	63	12.7%	8	34	21	0.0%	0	34	21	55	
3	Waiting Area	7	932	4.3	ksf	62%	48%	26	24	50	12.0%	6	23	21	43.0%	18	14	12	26	
4	Conduit Use	7	310	100	room	61%	39%	25	16	41	12.2%	5	21	15	0.0%	0	21	15	36	
5	Restroom Use	7	310	145	room	61%	39%	40	25	65	12.5%	8	36	21	0.0%	0	36	21	57	
6	In Kitchen Restaurant	7	932	5.8	ksf	62%	48%	35	32	67	11.9%	8	31	28	43.0%	25	18	15	33	
7	Page Mgmt Restaurant	7	932	5.2	ksf	62%	48%	31	29	60	11.7%	7	28	26	43.0%	22	17	14	31	
8	Assembly	7	220	17	du	20%	80%	2	10	12	0.0%	0	2	10	0.0%	0	2	10	12	
9	Bar/Restaurant	7	932	3.9	ksf	62%	48%	23	22	45	13.3%	6	20	19	43.0%	16	12	11	23	
10																				
11																				
12																				
13																				
14																				
15																				
Total:								241	219	460	11.7%	54	214	192	406	20.2%	82	173	161	324

EXISTING PM PEAK HOUR TRIP GENERATION

ITE	ITE TRIP GENERATION CHARACTERISTICS				DIRECTIONAL DISTRIBUTION		GROSS VOLUMES		INTERNAL CAPTURE		EXTERNAL TRIP		PASS-BY CAPTURE		NET NEW EXTERNAL TRIP					
	Land Use	ITE Edition	ITE Code	Scale	ITE Units	Percent		In	Out	Total	Percent	Trips	In	Out	Trips	Percent	In	Out	Total	
						In	Out													In
1	Day Use	7	320	133	room	54%	46%	36	31	67	9.0%	6	34	27	0.0%	0	34	27	61	
2	Lobby Use	7	310	141	room	55%	47%	44	39	83	9.6%	8	40	35	0.0%	0	40	35	75	
3	Waiting Area	7	932	4.3	ksf	61%	39%	29	16	47	12.8%	6	25	16	43.0%	16	16	7	28	
4	Conduit Use	7	310	100	room	63%	47%	31	28	59	10.2%	6	29	24	0.0%	0	29	24	53	
5	Restroom Use	7	310	145	room	63%	47%	46	40	86	9.9%	8	42	36	0.0%	0	42	36	78	
6	In Kitchen Restaurant	7	932	5.8	ksf	61%	39%	38	25	63	12.7%	8	34	21	43.0%	24	22	9	31	
7	Page Mgmt Restaurant	7	932	5.2	ksf	61%	39%	35	22	57	14.0%	8	31	18	43.0%	22	20	7	27	
8	Assembly	7	220	17	du	65%	35%	18	9	27	0.0%	0	18	9	0.0%	0	18	9	27	
9	Bar/Restaurant	7	932	3.9	ksf	61%	39%	26	17	43	14.0%	6	22	15	43.0%	16	14	7	21	
10																				
11																				
12																				
13																				
14																				
15																				
Total:								303	229	532	10.5%	56	276	201	476	16.8%	80	235	161	396

**GROUP 1 INTERNAL CAPTURE  
PEAK HOUR PERCENT MATRIX**  
Proportionate Share Internal Capture Method

**DESTINATION PERCENT MATRIX (ENTERING TRIPS)**

AM Peak Hour Line No.	ITE Code	FROM USES					FROM USES					FROM USES				
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	320	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2	310	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
3	932	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
4	310	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
5	310	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
6	932	20%	20%	0%	20%	20%	0%	20%	20%	20%	0%	20%	20%	20%	20%	20%
7	932	20%	20%	0%	20%	20%	0%	20%	20%	20%	0%	20%	20%	20%	20%	20%
8	220	0%	0%	31%	0%	0%	31%	31%	0%	0%	31%	31%	0%	0%	0%	0%
9	932	20%	20%	0%	20%	20%	0%	20%	20%	20%	0%	20%	20%	20%	20%	20%
10																
11																
12																
13																
14																
15																

G R O U P 1  
T O U S E S

**ORIGIN PERCENT MATRIX (EXITING TRIPS)**

AM Peak Hour Line No.	ITE Code	TO USES					TO USES					TO USES				
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	320	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2	310	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
3	932	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
4	310	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
5	310	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
6	932	20%	20%	0%	20%	20%	0%	20%	20%	20%	0%	20%	20%	20%	20%	20%
7	932	20%	20%	0%	20%	20%	0%	20%	20%	20%	0%	20%	20%	20%	20%	20%
8	220	0%	0%	53%	0%	0%	53%	53%	0%	0%	53%	53%	0%	0%	0%	0%
9	932	20%	20%	0%	20%	20%	0%	20%	20%	20%	0%	20%	20%	20%	20%	20%
10																
11																
12																
13																
14																
15																

F R O M U S E S  
G R O U P 1

**GROUP 2 INTERNAL CAPTURE  
PEAK HOUR PERCENT MATRIX**  
Proportionate Share Internal Capture Method

**DESTINATION PERCENT MATRIX (ENTERING TRIPS)**

Line No.	ITE Code	FROM USES														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	320	320	310	932	310	310	932	932	220	932						
2	310	0%	0%	20%	0%	0%	20%	20%	9%	20%						
3	932	20%	20%	20%	0%	0%	0%	0%	9%	20%						
4	310	0%	0%	20%	0%	0%	20%	20%	9%	20%						
5	310	0%	0%	20%	0%	0%	20%	20%	9%	20%						
6	932	20%	20%	0%	20%	20%	0%	0%	9%	20%						
7	932	0%	0%	0%	0%	0%	0%	0%	9%	0%						
8	220	0%	0%	31%	0%	0%	31%	31%	9%	0%						
9	932	20%	20%	0%	20%	20%	0%	0%	9%	31%						
10																
11																
12																
13																
14																
15																

T O U S E S

G R O U P 2

**ORIGIN PERCENT MATRIX (EXITING TRIPS)**

Line No.	ITE Code	TO USES														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	320	320	310	932	310	310	932	932	220	932						
2	310	0%	0%	20%	0%	0%	20%	20%	12%	20%						
3	932	20%	20%	20%	0%	0%	0%	0%	12%	20%						
4	310	0%	0%	20%	0%	0%	20%	20%	12%	20%						
5	310	0%	0%	20%	0%	0%	20%	20%	12%	20%						
6	932	20%	20%	0%	20%	20%	0%	0%	12%	20%						
7	932	0%	0%	0%	0%	0%	0%	0%	12%	0%						
8	220	0%	0%	53%	0%	0%	53%	53%	12%	0%						
9	932	20%	20%	0%	20%	20%	0%	0%	12%	53%						
10																
11																
12																
13																
14																
15																

F R O M U S E S

G R O U P 2

# GROUP 1 INTERNAL CAPTURE PEAK HOUR TRIP MATRIX

Proportionate Share Internal Capture Method

DESTINATION TRIP MATRIX (ENTERING TRIPS)

Line No. ITE Code	FROM USES				FROM USES				FROM USES				TOTAL		
	1	2	3	4	5	6	7	8	9	10	11	12		13	14
	320	310	932	310	310	932	932	220	932						
1	0	0	0	0	0	1	1	0	0						
2	0	1	0	0	0	1	1	0	1						
3	1	1	0	0	0	0	0	0	0						
4	0	0	1	0	0	1	1	0	1						
5	0	0	1	0	0	1	1	0	1						
6	1	1	0	1	1	0	0	0	0						
7	1	1	0	0	1	0	0	0	0						
8	0	0	0	0	0	0	0	0	0						
9	1	1	0	0	1	0	0	0	0						
10															
11															
12															
13															
14															
15															
<b>TOTAL</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>1</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>3</b>						<b>27</b>

ORIGIN TRIP MATRIX (EXITING TRIPS)

Line No. ITE Code	TO USES				TO USES				TO USES				TOTAL		
	1	2	3	4	5	6	7	8	9	10	11	12		13	14
	320	310	932	310	310	932	932	220	932						
1	0	0	1	0	0	1	1	0	1						
2	0	1	0	0	0	1	1	0	1						
3	0	1	0	1	1	0	0	0	0						
4	0	0	0	0	0	1	0	0	0						
5	0	0	1	0	0	1	1	0	1						
6	1	1	0	1	1	0	0	0	0						
7	1	1	0	1	1	0	0	0	0						
8	0	0	0	0	0	0	0	0	0						
9	0	1	0	1	1	0	0	0	0						
10															
11															
12															
13															
14															
15															
<b>TOTAL</b>	<b>2</b>	<b>4</b>	<b>3</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>3</b>	<b>3</b>						<b>27</b>

# GROUP 2 INTERNAL CAPTURE PEAK HOUR TRIP MATRIX

Proportionate Share Internal Capture Method

PM Peak Hour	Line No.	DESTINATION TRIP MATRIX (ENTERING TRIPS)															TOTAL
		FROM USES			FROM USES			FROM USES			FROM USES			FROM USES			
ITE Code		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
320	1	320	310	932	310	310	932	932	220	932							
310	2	0	0	0	0	0	1	1	0	0							
932	3	1	1	1	1	0	1	1	0	1							
310	4	0	0	0	0	0	1	1	0	0							
310	5	0	0	1	0	1	1	1	0	1							
932	6	1	1	0	1	1	0	0	0	0							
932	7	1	1	0	1	1	0	0	0	0							
220	8	0	0	0	0	0	0	0	0	0							
932	9	1	1	0	1	1	0	0	0	0							
	10																
	11																
	12																
	13																
	14																
	15																
TOTAL		4	4	2	4	4	4	4	4	2						28	

PM Peak Hour	Line No.	ORIGIN TRIP MATRIX (EXITING TRIPS)															TOTAL
		TO USES			TO USES			TO USES			TO USES			TO USES			
ITE Code		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
320	1	320	310	932	310	310	932	932	220	932							
310	2	0	0	1	0	0	1	1	0	1							
932	3	0	1	1	0	1	1	1	0	1							
310	4	0	0	0	0	0	1	0	0	0							
310	5	0	0	1	0	0	1	1	0	1							
932	6	1	1	0	1	1	0	0	0	0							
932	7	1	1	0	1	1	0	0	0	0							
220	8	0	0	0	0	0	0	0	0	0							
932	9	0	1	0	0	1	0	0	0	0							
	10																
	11																
	12																
	13																
	14																
	15																
TOTAL		2	4	4	2	4	4	4	4	4						28	

# **Proposed Development Trip Generation**

PROPOSED AM PEAK HOUR TRIP GENERATION

ITE	ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION			GROSS VOLUMES			INTERNAL CAPTURE			EXTERNAL TRIP			PASS-BY CAPTURE			NET NEW EXTERNAL TRIPS		
	Edition	ITE Code	Scale	ITE Units	Room	Percent		In	Out	In	Out	Total	Percent	Trips	In	Out	Total	Percent	Trips	In	Out	Total	
						In	Out																
1	Hotel	7	310	450	room	81%	36%	161	103	264	8.7%	23	148	93	148	93	0	0	0	0	0	0	0
2	Residential Condominium / Townhouse	7	230	75	du	17%	83%	7	34	41	2.4%	1	7	33	40	7	33	0	0	0	0	0	0
3	High Turnover (all-day) Restaurant	7	932	12.5	ksf	52%	48%	75	69	144	17.4%	25	63	56	119	43.0%	52	0	0	0	0	0	0
4	Specialty Retail Center	7	814	21	ksf	0%	0%	0	0	0	0.0%	0	0	0	0	0	0	0	0	0	0	0	0
5	Apartment	7	220	50	du	20%	80%	6	22	28	3.6%	1	6	21	27	0	0	0	0	0	0	0	0
6																							
7																							
8																							
9																							
10																							
11																							
12																							
13																							
14																							
15																							
					Total:			249	228	477	10.5%	50	224	203	427	12.2%	52			198	177	375	

PROPOSED PM PEAK HOUR TRIP GENERATION

ITE	ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION			GROSS VOLUMES			INTERNAL CAPTURE			EXTERNAL TRIP			PASS-BY CAPTURE			NET NEW EXTERNAL TRIPS		
	Edition	ITE Code	Scale	ITE Units	Room	Percent		In	Out	In	Out	Total	Percent	Trips	In	Out	Total	Percent	Trips	In	Out	Total	
						In	Out																
1	Hotel	7	310	450	room	63%	47%	141	125	266	9.4%	25	131	110	241	0	0	0	0	0	0	0	0
2	Residential Condominium / Townhouse	7	230	75	du	67%	33%	31	16	47	6.4%	3	29	18	44	0	0	0	0	0	0	0	0
3	High Turnover (all-day) Restaurant	7	932	12.5	ksf	61%	39%	84	63	137	17.5%	24	69	44	113	43.0%	46	0	0	0	0	0	0
4	Specialty Retail Center	7	814	21	ksf	44%	56%	32	40	72	18.7%	12	27	38	60	61.3%	36	0	0	0	0	0	0
5	Apartment	7	220	50	du	65%	35%	29	18	46	4.4%	2	28	15	43	0	0	0	0	0	0	0	0
6																							
7																							
8																							
9																							
10																							
11																							
12																							
13																							
14																							
15																							
					Total:			317	250	567	11.6%	66	284	217	501	16.6%	84			242	175	417	

**GROUP 1 INTERNAL CAPTURE  
PEAK HOUR PERCENT MATRIX**  
Proportionate Share Internal Capture Method

**DESTINATION PERCENT MATRIX (ENTERING TRIPS)**

Am Peak Hour Line No.	ITE Code	FROM USES					FROM USES					FROM USES				
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	310	310	230	932	814	220										
2	230	0%	20%	31%	20%	9%										
3	932	20%	9%	20%	20%	9%										
4	814	20%	9%	20%	20%	9%										
5	220	0%	0%	31%	31%											
6																
7																
8																
9																
10																
11																
12																
13																
14																
15																

G R O U P 1  
T O U S E S

**ORIGIN PERCENT MATRIX (EXITING TRIPS)**

Am Peak Hour Line No.	ITE Code	TO USES					TO USES					TO USES				
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	310	310	230	932	814	220										
2	230	0%	20%	53%	20%	12%										
3	932	20%	12%	53%	20%	12%										
4	814	20%	12%	20%	20%	12%										
5	220	0%	0%	53%	53%											
6																
7																
8																
9																
10																
11																
12																
13																
14																
15																

G R O U P 1  
F R O M U S E S

**GROUP 2 INTERNAL CAPTURE  
PEAK HOUR PERCENT MATRIX**  
Proportionate Share Internal Capture Method

**DESTINATION PERCENT MATRIX (ENTERING TRIPS)**

Line No.	ITE Code	FROM USES														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	310	310	230	932	814	220										
2	230	0%	20%	20%	20%	9%										
3	932	20%	9%	31%	31%	0%										
4	814	20%	9%	20%	20%	9%										
5	220	0%	0%	31%	31%	9%										
6																
7																
8																
9																
10																
11																
12																
13																
14																
15																

**ORIGIN PERCENT MATRIX (EXITING TRIPS)**

Line No.	ITE Code	TO USES														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	310	310	230	932	814	220										
2	230	0%	20%	20%	20%	12%										
3	932	20%	12%	53%	53%	0%										
4	814	20%	12%	20%	20%	12%										
5	220	0%	0%	53%	53%	12%										
6																
7																
8																
9																
10																
11																
12																
13																
14																
15																





# DAILY TRIP GENERATION COMPARISON

## EXISTING DAILY TRIP GENERATION

ITE	ITE TRIP GENERATION CHARACTERISTICS				DIRECTIONAL DISTRIBUTION		GROSS VOLUMES			INTERNAL CAPTURE			EXTERNAL TRIPS			PASS-BY CAPTURE			NET NEW EXTERNAL TRIPS		
	Land Use	ITE Edition	ITE Code	Scale	ITE Units	Percent		In	Out	Total	Percent	Trips	In	Out	Total	Percent	Trips	PB	In	Out	Total
						In	Out														
1	Dyn Inn	7	320	133	room	50%	50%	371	371	742	9.0%	66	338	338	676	0.0%	0	338	338	338	676
2	Waffle Inn	7	310	141	room	50%	50%	444	444	888	9.6%	86	401	401	802	0.0%	0	401	401	401	802
3	Waffle House	7	932	4.3	ksf	50%	50%	273	273	546	12.8%	70	238	238	476	43.0%	204	136	136	272	
4	Comma Inn	7	310	100	room	50%	50%	261	261	522	10.2%	54	234	234	468	0.0%	0	234	234	234	468
5	TruHwy Inn	7	310	145	room	50%	50%	462	462	924	9.3%	86	419	419	838	0.0%	0	419	419	419	838
6	16 Kaboodle Restaurant	7	932	5.8	ksf	50%	50%	369	369	738	12.7%	94	322	322	644	43.0%	276	184	184	184	368
7	Alma Smart	7	220	17	du	50%	50%	128	128	252	0.0%	0	128	128	252	0.0%	0	128	128	128	252
8	Alma Smart Restaurant	7	932	5.2	ksf	50%	50%	331	331	662	14.0%	92	285	285	570	43.0%	246	162	162	162	324
9	Alma Smart Restaurant	7	932	3.9	ksf	50%	50%	248	248	496	14.0%	70	213	213	426	43.0%	184	121	121	121	242
10																					
11																					
12																					
13																					
14																					
15																					
16																					
								<b>Total:</b>	<b>2,885</b>	<b>2,885</b>	<b>5,770</b>	<b>10.7%</b>	<b>618</b>	<b>2,576</b>	<b>5,152</b>	<b>17.7%</b>	<b>910</b>	<b>2,121</b>	<b>2,121</b>	<b>4,242</b>	

# DAILY TRIP GENERATION COMPARISON

## PROPOSED DAILY TRIP GENERATION

ITE	ITE TRIP GENERATION CHARACTERISTICS				DIRECTIONAL DISTRIBUTION Percent				GROSS VOLUMES				INTERNAL CAPTURE				EXTERNAL TRIPS				PASS-BY CAPTURE				NET NEW EXTERNAL TRIPS			
	Land Use	ITE Edition	ITE Code	Scale	ITE Units	In	Out	Percent	In	Out	Total	Percent	Trips	In	Out	Total	Percent	Trips	In	Out	Total	Percent	Trips	In	Out	Total		
1	Hotel	7	310	450	room	1,827	1,827	50%	1,827	1,827	3,654	9.4%	344	1,856	1,856	3,712	0.0%	0	1,856	1,856	3,712	0.0%	0	1,856	1,856	3,712		
2	Transitional Condominium / Townhouse	7	230	75	du	281	281	50%	281	281	562	6.4%	32	235	235	470	0.0%	0	235	235	470	0.0%	0	235	235	470		
3	High Turnover (All-Snow) Restaurant	7	932	12.5	ksf	795	795	50%	795	795	1,590	17.5%	278	656	656	1,312	43.0%	564	374	374	748	61.3%	478	151	151	302		
4	Specialty Hotel/Guest	7	814	21	ksf	468	468	50%	468	468	936	16.7%	156	390	390	780	61.3%	478	151	151	302	0.0%	0	216	216	430		
5	Apartment	7	220	50	du	225	225	50%	225	225	450	4.4%	20	215	215	430	0.0%	0	215	215	430	0.0%	0	215	215	430		
6																												
7																												
8																												
9																												
10																												
11																												
12																												
13																												
14																												
15																												
<b>Total:</b>						3,566	3,566	7,132	11.6%	630	3,151	3,151	6,302	18.5%	1,042	2,630	2,630	5,260										

# ATTACHMENT B

**TABLE 4 - 5  
GENERALIZED PEAK HOUR TWO-WAY VOLUMES FOR FLORIDA'S  
AREAS TRANSITIONING INTO URBANIZED AREAS OR  
AREAS OVER 5,000 NOT IN URBANIZED AREAS\***

UNINTERRUPTED FLOW HIGHWAYS						FREEWAYS							
		Level of Service							Level of Service				
Lanes	Divided	A	B	C	D	E	Lanes	A	B	C	D	E	
2	Undivided	180	600	1,130	1,590	2,180	4	2,350	3,870	5,250	6,220	6,910	
4	Divided	1,790	2,900	4,190	5,420	6,160	6	3,640	5,980	8,110	9,600	10,670	
6	Divided	2,680	4,340	6,280	8,130	9,240	8	4,910	8,090	10,960	12,980	14,440	
							10	6,180	10,180	13,840	16,380	18,200	
STATE TWO-WAY ARTERIALS						BICYCLE MODE							
Class I (>0.00 to 1.99 signalized intersections per mile)						(Note: Level of service for the bicycle mode in this table is based on roadway geometrics at 40 mph posted speed and traffic conditions, not number of bicyclists using the facility.) (Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)							
		Level of Service					Paved Shoulder Bicycle Lane Coverage		Level of Service				
Lanes	Divided	A	B	C	D	E		A	B	C	D	E	
2	Undivided	**	390	1,260	1,490	1,560	0-49%	**	180	310	1,310	>1,310	
4	Divided	440	2,680	3,150	3,290	***	50-84%	**	240	390	>390	***	
6	Divided	670	4,110	4,730	4,930	***	85-100%	310	680	>680	***	***	
Class II (2.00 to 4.50 signalized intersections per mile)						PEDESTRIAN MODE							
		Level of Service					(Note: Level of service for the pedestrian mode in this table is based on roadway geometric at 40 mph posted speed and traffic conditions, not number of pedestrians using the facility.) (Multiply motorized vehicle volumes shown by number of directional roadway lanes to determine two-way maximum service volumes.)						
Lanes	Divided	A	B	C	D	E	Sidewalk Coverage		Level of Service				
2	Undivided	**	**	1,010	1,390	1,470	0-49%	**	**	**	600	1,480	
4	Divided	**	360	2,340	2,940	3,090	50-84%	**	**	**	940	1,800	
6	Divided	**	580	3,640	4,420	4,650	85-100%	**	210	1,080	>1,080	***	
Class III (more than 4.5 signalized intersections per mile)						ARTERIAL/NON-STATE ROADWAY ADJUSTMENTS							
Lanes	Divided	A	B	C	D	E	DIVIDED/UNDIVIDED						
2	Undivided	**	**	480	1,130	1,400	Lanes	Median	Left Turn Lanes	Adjustment Factors			
4	Divided	**	**	1,130	2,610	2,960	2	Divided	Yes	+5%			
6	Divided	**	**	1,770	4,040	4,450	2	Undivided	No	-20%			
NON-STATE ROADWAYS						ONE-WAY FACILITIES							
Major City/County Roadways						Decrease corresponding two-directional volumes in this table by 40% to obtain the equivalent one directional volume for one-way facilities.							
		Level of Service							Level of Service				
Lanes	Divided	A	B	C	D	E			Level of Service				
2	Undivided	**	**	670	1,300	1,400			Level of Service				
4	Divided	**	**	1,570	2,810	2,970			Level of Service				
6	Divided	**	**	2,470	4,230	4,460			Level of Service				
Other Signalized Roadways (signalized intersection analysis)								Level of Service					
Lanes	Divided	A	B	C	D	E			Level of Service				
2	Undivided	**	**	430	900	1,150			Level of Service				
4	Divided	**	**	990	1,940	2,300			Level of Service				
Source: Florida Department of Transportation Systems Planning Office 605 Suwannee Street, MS 19 Tallahassee, FL 32399-0450 <a href="http://www11.myflorida.com/planning/systems/sm/los/default.htm">http://www11.myflorida.com/planning/systems/sm/los/default.htm</a>						02/22/02							
*This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Values shown are hourly two-way volumes for levels of service and are for the automobile/truck modes unless specifically stated. Level of service letter grade thresholds are probably not comparable across modes and, therefore, cross modal comparisons should be made with caution. Furthermore, combining levels of service of different modes into one overall roadway level of service is not recommended. The table's input value defaults and level of service criteria appear on the following page. Calculations are based on planning applications of the Highway Capacity Manual, Bicycle LOS Model, and Pedestrian LOS Model, respectively for the automobile/truck, bicycle and pedestrian modes. **Cannot be achieved using table input value defaults. ***Not applicable for the level of service letter grade. For automobile/truck modes, volumes greater than level of service D become F because intersection capacities have been reached. For bicycle and pedestrian modes, the level of service letter grade (including F) is not achievable, because there is no maximum vehicle volume threshold using table input value defaults.													

## Attachment B: Existing Traffic Volumes

Segment	Count Station	Year 2007 Peak Hour Traffic Volumes					Adjusted Average
		Day 1	Day 2	Day 3	Average	SF	
North Roosevelt Boulevard US 1/SR 5	90-0105	2853	2762	2768	2794	0.9	2515
Overseas Highway US 1/SR5	90-0201	3266	3320	3240	3275	0.9	2948
South Roosevelt Boulevard SR A1A	90-0049	1992	2055	1965	2004	0.9	1804

2007 Peak Season Factor Category Report - Report Type: ALL  
 Category: 9000 MONROE COUNTYNWIDE

MOCF: 0.90

Week	Dates	SF	PSCF
1	01/01/2007 - 01/06/2007	1.06	1.17
2	01/07/2007 - 01/13/2007	1.02	1.13
3	01/14/2007 - 01/20/2007	0.97	1.07
4	01/21/2007 - 01/27/2007	0.96	1.06
* 5	01/28/2007 - 02/03/2007	0.94	1.04
* 6	02/04/2007 - 02/10/2007	0.93	1.03
* 7	02/11/2007 - 02/17/2007	0.91	1.01
* 8	02/18/2007 - 02/24/2007	0.90	1.00
* 9	02/25/2007 - 03/03/2007	0.89	0.98
*10	03/04/2007 - 03/10/2007	0.88	0.97
*11	03/11/2007 - 03/17/2007	0.86	0.95
*12	03/18/2007 - 03/24/2007	0.88	0.97
*13	03/25/2007 - 03/31/2007	0.89	0.98
*14	04/01/2007 - 04/07/2007	0.90	1.00
*15	04/08/2007 - 04/14/2007	0.91	1.01
*16	04/15/2007 - 04/21/2007	0.92	1.02
*17	04/22/2007 - 04/28/2007	0.94	1.04
18	04/29/2007 - 05/05/2007	0.96	1.06
19	05/06/2007 - 05/12/2007	0.97	1.07
20	05/13/2007 - 05/19/2007	0.99	1.10
21	05/20/2007 - 05/26/2007	0.99	1.10
22	05/27/2007 - 06/02/2007	1.00	1.11
23	06/03/2007 - 06/09/2007	1.01	1.12
24	06/10/2007 - 06/16/2007	1.01	1.12
25	06/17/2007 - 06/23/2007	1.01	1.12
26	06/24/2007 - 06/30/2007	1.00	1.11
27	07/01/2007 - 07/07/2007	0.99	1.10
28	07/08/2007 - 07/14/2007	0.99	1.10
29	07/15/2007 - 07/21/2007	0.98	1.08
30	07/22/2007 - 07/28/2007	0.99	1.10
31	07/29/2007 - 08/04/2007	1.00	1.11
32	08/05/2007 - 08/11/2007	1.02	1.13
33	08/12/2007 - 08/18/2007	1.03	1.14
34	08/19/2007 - 08/25/2007	1.06	1.17
35	08/26/2007 - 09/01/2007	1.09	1.21
36	09/02/2007 - 09/08/2007	1.12	1.24
37	09/09/2007 - 09/15/2007	1.15	1.27
38	09/16/2007 - 09/22/2007	1.14	1.26
39	09/23/2007 - 09/29/2007	1.13	1.25
40	09/30/2007 - 10/06/2007	1.13	1.25
41	10/07/2007 - 10/13/2007	1.12	1.24
42	10/14/2007 - 10/20/2007	1.11	1.23
43	10/21/2007 - 10/27/2007	1.11	1.23
44	10/28/2007 - 11/03/2007	1.10	1.22
45	11/04/2007 - 11/10/2007	1.09	1.21
46	11/11/2007 - 11/17/2007	1.08	1.19
47	11/18/2007 - 11/24/2007	1.08	1.19
48	11/25/2007 - 12/01/2007	1.07	1.18
49	12/02/2007 - 12/08/2007	1.07	1.18
50	12/09/2007 - 12/15/2007	1.06	1.17
51	12/16/2007 - 12/22/2007	1.03	1.14
52	12/23/2007 - 12/29/2007	1.00	1.11
53	12/30/2007 - 12/31/2007	0.97	1.07

90-0105, 90-0201, 90-0019

\* Peak Season

FLORIDA DEPARTMENT OF TRANSPORTATION  
 2007 Annual Average Daily Traffic Report - Report Type: ALL

County: 90 MONROE

Site Type	0201	Site Description	SR 5/US-1, 200' E COWKEY CHANNEL BRIDG @ R-165	Direction 1	N 20500	Direction 2	S 18000	AAADT Two-Way	38500 C	'K' Fctr	10.00F	Demand K100	9.42	'D' Fctr	55.10F	'T' Fctr	9.84A
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Site Type : P= Portable; T= Telemetered  
 AADT Flags : C= Computed; E= Manual Est; F= First Yr Est P= Prior Year; S= Second Yr Est; T= Third Yr Est; X= Unknown  
 'K/D' Flags : A= Actual; F= Volume Fctr Catg; D= Dist/Func. Class; P= Prior Year; S= State-wide Default; W= One-Way Road  
 'T' Flags : A= Actual; F= Axle Fctr Catg; D= Dist/Func. Class; P= Prior Year; S= State-wide Default; X= Cross-Reference  
 18-Mar-2008 11:27:03  
 Page 1 of 1  
 622UPD [1,0,0,2] 6\_90\_CAADT.txt

FLORIDA DEPARTMENT OF TRANSPORTATION  
 2007 Annual Average Daily Traffic Report - Report Type: ALL

County: 90 MONROE

Site Type	Description	Direction 1	Direction 2	AAADT	"K" Fctr	Demand	"D" Fctr	"T" Fctr
0049	SR ALA/S ROOSEVELT BLVD, 200' S SR 5/US-1	N 9700	S 9200	18900 C	10.00F	9.42	55.10F	9.84F

Site Type : P= Portable; T= Telemetered  
 AADT Flags : C= Computed; E= Manual Est; F= First Yr Est; P= Prior Year; S= Second Yr Est; T= Third Yr Est; X= Unknown  
 "K/D" Flags : A= Actual; F= Volume Fctr Catg; D= Dist/Func. Class; P= Prior Year; S= State-wide Default; W= One-Way Road  
 "T" Flags : A= Actual; F= Axle Fctr Catg; D= Dist/Func. Class; P= Prior Year; S= State-wide Default; X= Cross-Reference  
 18-Mar-2008 11:27:03  
 Page 1 of 1  
 622UPD [1,0,0,2] 6\_90\_CAAADT.txt

County: 90  
 Station: 0049  
 Description: SR ALA/S ROOSEVELT BLVD, 200' S SR 5/US-1  
 Start Date: 04/03/2007  
 Start Time: 0000

Time	Direction: N				Total	Direction: S				Combined Total	
	1st	2nd	3rd	4th		1st	2nd	3rd	4th		
0000	27	21	10	16	74	14	8	15	10	47	121
0100	7	12	5	9	33	13	10	6	4	33	66
0200	8	12	7	5	32	2	7	8	0	17	49
0300	3	4	8	3	18	5	5	5	9	24	42
0400	6	12	10	17	45	6	7	13	17	43	88
0500	16	13	10	26	65	16	20	31	28	95	160
0600	15	43	61	79	198	42	45	64	87	238	436
0700	98	166	208	246	718	93	132	143	184	552	1270
0800	228	234	243	211	916	153	113	159	137	562	1478
0900	167	153	176	160	656	138	125	125	145	533	1189
1000	176	178	204	174	732	136	149	134	158	577	1309
1100	216	184	205	206	811	143	157	129	175	604	1415
1200	239	222	183	216	860	171	168	175	177	691	1551
1300	203	202	189	210	804	165	152	166	162	645	1449
1400	229	219	230	220	898	174	198	189	176	737	1635
1500	196	173	198	218	785	187	203	217	233	840	1625
1600	223	227	232	199	881	286	284	270	271	1111	1992
1700	209	212	223	181	825	287	297	263	231	1078	1903
1800	186	170	144	154	654	191	192	184	166	733	1387
1900	130	124	111	113	478	162	138	142	117	559	1037
2000	107	82	106	97	392	117	92	79	70	358	750
2100	97	108	80	76	361	70	66	95	68	299	660
2200	77	59	58	52	246	88	65	54	47	254	500
2300	35	33	23	16	107	36	25	23	26	110	217
24-Hour Totals:					11589					10740	22329

Direction: N		Direction: S	
Hour	Volume	Hour	Volume
A.M. 0745	951	Hour 0745	0745
P.M. 1545	900	Volume 1600	1992
Daily 0745	951	Volume 1600	1992

County: 90  
 Station: 0049  
 Description: SR ALA/S ROOSEVELT BLVD, 200' S SR 5/US-1  
 Start Date: 04/04/2007  
 Start Time: 0000

Time	Direction: N				Total	Direction: S				Combined Total	
	1st	2nd	3rd	4th		1st	2nd	3rd	4th		
0000	16	12	22	16	60	16	11	18	4	49	109
0100	4	15	5	9	33	5	9	8	6	28	61
0200	6	2	4	10	22	7	6	5	8	26	48
0300	7	4	7	4	22	5	4	6	13	28	50
0400	7	20	9	11	47	8	4	13	17	42	89
0500	15	19	12	22	68	14	29	32	37	112	180
0600	20	29	68	84	201	42	57	63	99	261	462
0700	117	136	231	263	747	96	130	131	181	538	1285
0800	241	227	232	219	919	146	144	145	164	599	1518
0900	152	164	146	147	609	129	103	123	133	488	1097
1000	203	166	184	188	741	141	152	144	159	596	1337
1100	160	185	184	214	743	143	156	172	182	653	1396
1200	235	189	184	207	815	159	196	162	157	674	1489
1300	195	193	188	197	773	188	163	162	185	698	1471
1400	176	174	218	144	712	182	167	180	155	684	1396
1500	197	219	213	193	822	154	196	187	220	757	1579
1600	199	202	222	236	859	267	285	260	270	1082	1941
1700	219	232	217	192	860	315	301	247	275	1138	1998
1800	173	164	138	135	610	234	197	188	161	780	1390
1900	159	127	132	129	547	146	126	106	122	500	1047
2000	105	98	92	127	422	130	94	91	84	399	821
2100	98	82	93	71	344	93	71	97	68	329	673
2200	67	51	41	52	211	81	56	56	38	231	442
2300	49	26	39	28	142	49	30	25	18	122	264
24-Hour Totals:					11329					10814	22143

Direction: N		Direction: S	
Hour	Volume	Hour	Volume
A.M.	963	Hour	709
P.M.	909	Volume	1579
Daily	963	Hour	1630
		Volume	2055

County: 90  
 Station: 0049  
 Description: SR A1A/S ROOSEVELT BLVD, 200' S SR 5/US-1  
 Start Date: 04/05/2007  
 Start Time: 0000

Time	Direction: N				Total	Direction: S				Combined Total	
	1st	2nd	3rd	4th		1st	2nd	3rd	4th		
0000	18	22	11	13	64	34	16	11	18	79	143
0100	23	12	7	7	49	6	12	7	14	39	88
0200	8	6	9	4	27	7	6	8	10	31	58
0300	4	6	4	1	15	3	2	10	5	20	35
0400	6	13	13	11	43	8	10	9	12	39	82
0500	16	18	13	33	80	14	24	31	47	116	196
0600	24	21	79	81	205	47	40	69	83	239	444
0700	99	154	221	216	690	103	137	150	167	557	1247
0800	237	225	242	200	904	148	139	148	153	588	1492
0900	166	130	133	151	580	128	109	115	124	476	1056
1000	151	173	153	167	644	131	138	141	123	533	1177
1100	207	171	167	187	732	134	136	141	181	592	1324
1200	179	196	185	203	763	181	172	195	197	745	1508
1300	194	184	198	174	750	141	141	189	164	635	1385
1400	190	170	190	183	733	146	136	189	178	649	1382
1500	229	199	179	229	836	175	181	206	214	776	1612
1600	215	212	235	219	881	257	237	240	230	964	1845
1700	211	221	203	167	802	300	292	281	290	1163	1965
1800	198	179	166	151	694	212	182	187	140	721	1415
1900	154	115	131	121	521	141	138	111	130	520	1041
2000	110	101	101	91	403	102	113	76	90	381	784
2100	87	107	79	66	339	113	103	66	74	356	695
2200	87	75	80	44	286	67	64	54	59	244	530
2300	40	33	39	37	149	60	45	38	29	172	321
24-Hour Totals:					11190					10635	21825

Peak Volume Information			
Direction: N		Direction: S	
Hour	Volume	Hour	Volume
A.M. 0745	920	Hour 1145	729
P.M. 1545	891	Hour 1700	1163
Daily 0745	920	Hour 1700	1163
		Hour 1700	1965
		Hour 1700	1965

FLORIDA DEPARTMENT OF TRANSPORTATION  
 2007 Annual Average Daily Traffic Report - Report Type: ALL

County: 90 MONROE

Site Type	Site Description	Direction 1	Direction 2	ADDT Two-Way	"K" Fctr	Demand K100	"D" Fctr	"T" Fctr
====	====	====	====	====	====	====	====	====
0105	SR 5/US-1, 400' W SR A1A	N 16000	S 16000	32000 C	10.00F	9.42	55.10F	9.84F

Site Type : P= Portable; T= Telemetered  
 AADT Flags : C= Computed; B= Manual Est; F= First Yr Est P= Prior Year; S= Second Yr Est; T= Third Yr Est; X= Unknown  
 "K/D" Flags : A= Actual; F= Volume Fctr Catg; D= Dist/Func. Class; P= Prior Year; S= State-wide Default; W= One-Way Road  
 "T" Flags : A= Actual; F= Axle Fctr Catg; D= Dist/Func. Class; P= Prior Year; S= State-wide Default; X= Cross-Reference  
 18-Mar-2008 11:27:03  
 Page 1 of 1  
 622UPD [1,0,0,2] 6\_90\_CAADT.txt

County: 90  
 Station: 0105  
 Description: SR 5/US-1, 400' W SR A1A  
 Start Date: 04/03/2007  
 Start Time: 0000

Time	Direction: N				Total	Direction: S				Combined Total	
	1st	2nd	3rd	4th		1st	2nd	3rd	4th		
0000	94	81	92	86	353	56	47	45	39	187	540
0100	53	46	43	41	183	53	18	27	27	125	308
0200	36	28	26	22	112	23	13	14	21	71	183
0300	27	16	16	7	66	12	12	9	13	46	112
0400	13	12	26	17	68	9	15	19	12	55	123
0500	17	13	21	36	87	12	18	11	35	76	163
0600	33	41	46	43	163	31	45	49	72	197	360
0700	61	73	131	168	433	68	100	192	252	612	1045
0800	190	177	204	208	779	239	314	357	375	1285	2064
0900	179	189	211	224	803	356	324	341	324	1345	2148
1000	211	174	228	256	869	313	264	289	332	1198	2067
1100	266	241	301	275	1083	276	309	254	317	1156	2239
1200	324	289	304	326	1243	307	294	388	324	1313	2556
1300	343	327	303	340	1313	364	335	346	320	1365	2678
1400	315	293	286	314	1208	339	316	290	324	1269	2477
1500	324	315	335	283	1257	315	309	325	353	1302	2559
1600	292	299	331	335	1257	297	296	323	327	1243	2500
1700	338	362	379	365	1444	351	342	352	364	1409	2853
1800	343	355	346	359	1403	326	299	350	262	1237	2640
1900	360	314	299	277	1250	274	264	232	263	1033	2283
2000	241	242	214	212	909	226	211	195	164	796	1705
2100	224	294	268	274	1060	194	178	153	134	659	1719
2200	254	234	218	201	907	124	140	117	113	494	1401
2300	153	185	147	133	618	117	74	62	53	306	924
24-Hour Totals:					18868					18779	37647

Direction: N		Direction: S	
Hour	Volume	Hour	Volume
A.M. 1145	1192	Hour 0830	1412
P.M. 1715	1449	Hour 1230	1411
Daily 1715	1449	Hour 0830	1412
Combined Directions		Combined Directions	
Hour 1145		Hour 1145	
Volume 2498		Volume 2498	
Hour 1700		Hour 1700	
Volume 2853		Volume 2853	
Hour 1700		Hour 1700	
Volume 2853		Volume 2853	

County: 90  
Station: 0105  
Description: SR 5/US-1, 400' W SR A1A  
Start Date: 04/04/2007  
Start Time: 0000

Time	Direction: N				Direction: S				Combined Total		
	1st	2nd	3rd	4th	Total	1st	2nd	3rd		4th	Total
0000	90	93	97	79	359	71	47	44	42	204	563
0100	56	50	43	45	194	38	19	26	24	107	301
0200	22	30	35	19	106	16	7	11	16	50	156
0300	9	17	15	23	64	7	12	17	15	51	115
0400	9	15	23	18	65	16	8	16	20	60	135
0500	16	19	27	33	95	13	23	15	43	94	189
0600	37	50	43	44	174	28	47	49	73	197	371
0700	75	84	135	170	464	67	106	179	255	607	1071
0800	165	187	199	246	797	254	309	380	387	1330	2127
0900	232	215	225	246	918	364	374	347	379	1464	2382
1000	200	227	227	237	891	289	258	285	306	1138	2029
1100	285	268	257	278	1088	319	293	332	311	1255	2343
1200	276	299	277	318	1170	321	305	378	351	1355	2525
1300	350	337	356	346	1389	384	338	299	317	1338	2727
1400	324	325	284	316	1249	324	310	320	299	1253	2502
1500	299	294	284	265	1142	286	283	291	299	1159	2301
1600	331	331	329	350	1341	319	287	334	294	1234	2575
1700	333	335	334	361	1363	344	332	327	341	1344	2707
1800	369	369	359	368	1465	307	333	323	286	1249	2714
1900	334	296	281	303	1214	287	283	258	241	1069	2383
2000	240	259	214	228	941	231	239	197	204	871	1812
2100	236	259	274	254	1023	205	178	196	147	726	1749
2200	272	211	224	191	898	157	121	142	106	526	1424
2300	191	167	136	125	619	107	77	81	59	324	943
24-Hour Totals:					19029					19005	38034

A.M.	Direction: N		Direction: S		Combined Directions	
	Hour	Volume	Hour	Volume	Hour	Volume
P.M.	1800	1465	0830	1505	1145	2445
Daily	1800	1465	0830	1505	1745	2762

County: 90  
 Station: 0105  
 Description: SR 5/US-1, 400' W SR A1A  
 Start Date: 04/05/2007  
 Start Time: 0000

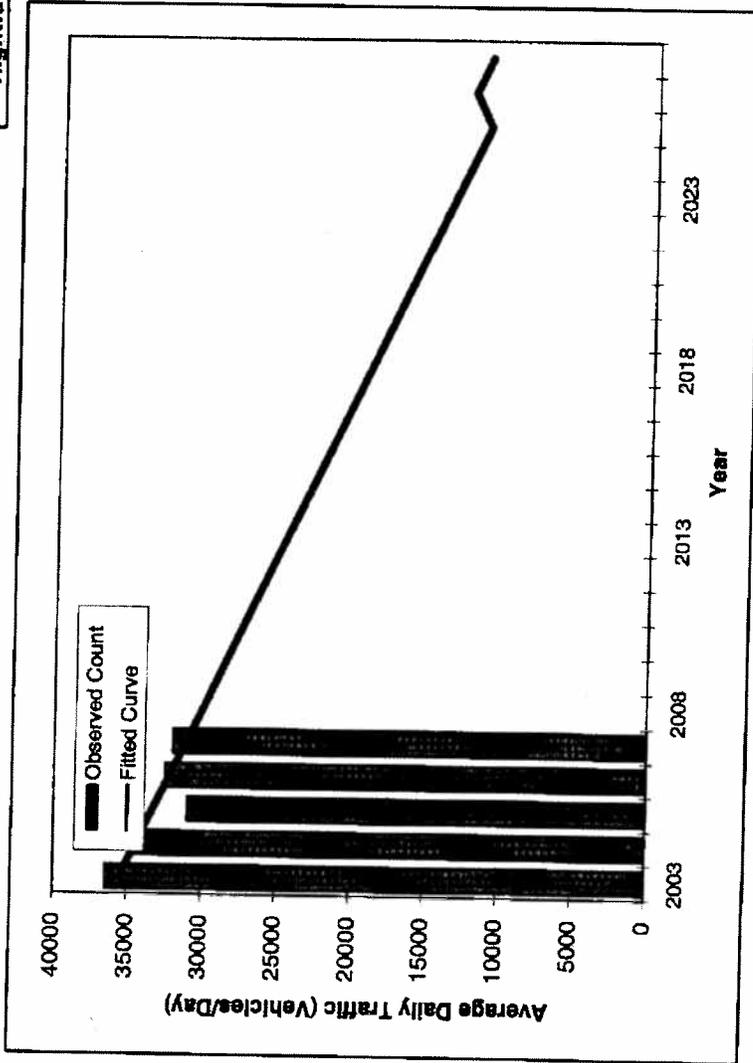
Time	Direction: N				Total	Direction: S				Combined Total	
	1st	2nd	3rd	4th		1st	2nd	3rd	4th		
0000	102	93	80	73	348	71	44	38	52	205	553
0100	48	54	37	39	178	35	24	26	21	106	284
0200	40	27	21	22	110	17	12	13	28	70	180
0300	23	27	14	23	87	12	13	15	17	57	144
0400	14	19	11	17	61	11	11	17	13	52	113
0500	27	18	22	31	98	15	15	18	46	94	192
0600	33	30	52	50	165	23	47	58	63	191	356
0700	61	90	128	178	457	85	102	173	231	591	1048
0800	182	213	200	217	812	262	283	355	359	1259	2071
0900	218	187	215	213	833	384	338	337	347	1406	2239
1000	218	207	225	235	885	318	285	271	277	1151	2036
1100	230	256	267	279	1032	264	302	278	278	1122	2154
1200	290	288	319	318	1215	340	282	343	331	1296	2511
1300	325	349	367	363	1404	353	341	326	344	1364	2768
1400	322	278	302	322	1224	312	307	324	299	1242	2466
1500	306	307	324	324	1261	312	309	297	302	1220	2481
1600	320	302	296	335	1253	322	311	326	298	1257	2510
1700	319	349	313	346	1327	346	353	341	335	1375	2702
1800	352	352	357	370	1431	330	299	310	287	1226	2657
1900	337	337	273	283	1230	260	297	257	258	1072	2302
2000	277	212	216	212	917	247	251	212	192	902	1819
2100	227	251	246	251	975	188	166	165	120	639	1614
2200	229	251	200	238	918	113	142	145	96	496	1414
2300	212	183	201	156	752	113	99	87	84	383	1135
24-Hour Totals:					18973					18776	37749

Peak Volume Information			
Direction: N		Direction: S	
Hour	Volume	Hour	Volume
A.M. 1145	1176	Hour 0830	1436
P.M. 1800	1431	Hour 1700	1375
Daily 1800	1431	Hour 0830	1436
		Combined Hour	1145
		Combined Volume	2419
		Combined Hour	1300
		Combined Volume	2768

# ATTACHMENT C

**TRAFFIC TRENDS**  
**US 1 - 400' W SR A1A**

<b>County:</b>	Monroe
<b>Station #:</b>	105
<b>Highway:</b>	US 1



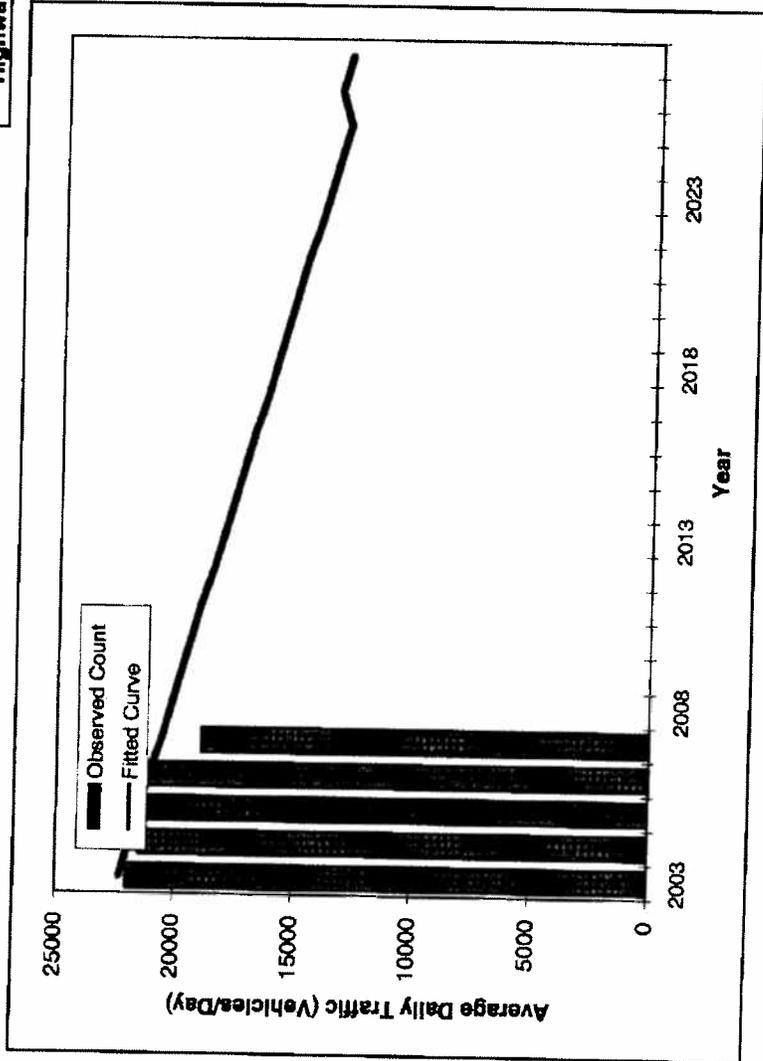
Year	Traffic (ADT/AADT)	
	Count*	Trend**
2003	36500	35500
2004	34500	34400
2005	31000	33300
2006	32500	32200
2007	32000	31100
<b>2008 Opening Year Trend</b>		
2008	N/A	30000
<b>2009 Mid-Year Trend</b>		
2009	N/A	28900
<b>2010 Design Year Trend</b>		
2010	N/A	27800
<b>TRANPLAN Forecasts/Trends</b>		

**\*\* Annual Trend Increase:** -1,100  
**Trend R-squared:** 62.7%  
**Trend Annual Historic Growth Rate:** -3.10%  
**Trend Growth Rate (2007 to Design Year):** -3.54%  
**Printed:** 22-Dec-08  
**Straight Line Growth Option**

\*Axis-Adjusted

**TRAFFIC TRENDS**  
**SR A1A/S Roosevelt – 200' S SR 5/US 1**

County: Monroe  
 Station #: 49  
 Highway: SR A1A/S Roosevelt



Annual Trend Increase: -420  
 Trend R-squared: 16.0%  
 Trend Annual Historic Growth Rate: -1.91%  
 Trend Growth Rate (2007 to Design Year): -1.94%  
 Printed: 22-Dec-08  
 Straight Line Growth Option

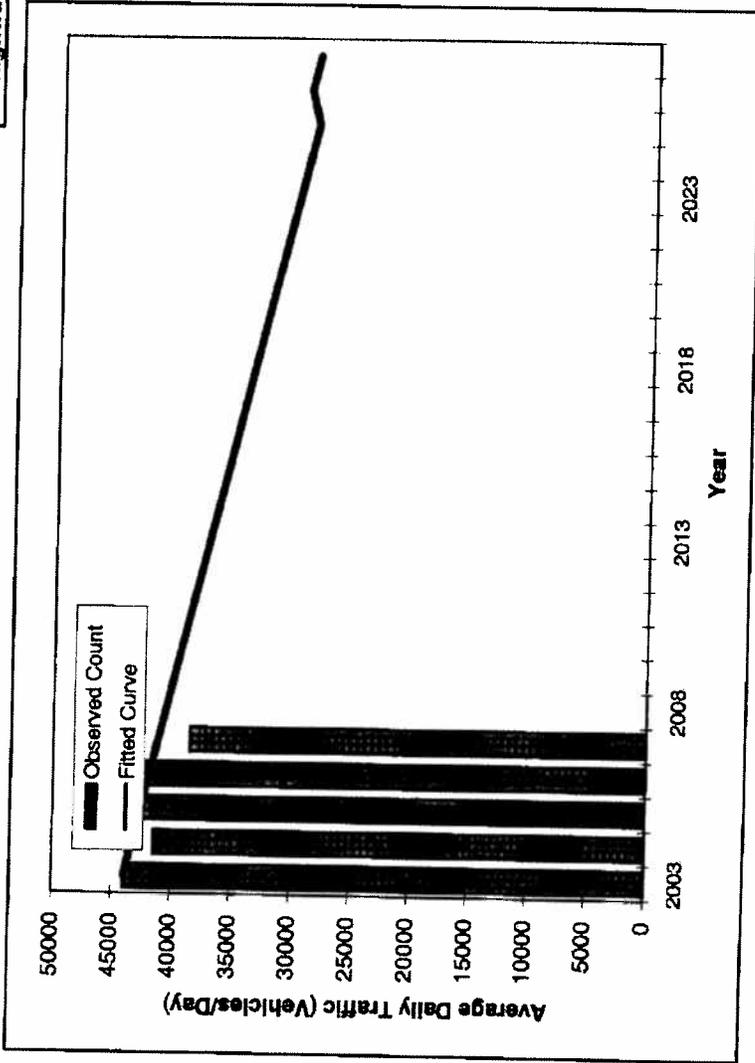
Year	Traffic (ADT/AADT)	
	Count*	Trend**
2003	22000	22300
2004	21500	21900
2005	21500	21500
2006	23500	21100
2007	18900	20600
2008 Opening Year Trend		
2008	N/A	20200
2009 Mid-Year Trend		
2009	N/A	19800
2010 Design Year Trend		
2010	N/A	19400
TRANPLAN Forecasts/Trends		

\*Axle-Adjusted

# TRAFFIC TRENDS

## SR 5/US 1 -- 200' E Cowkey Channel Bridge1

**County:** Monroe  
**Station #:** 201  
**Highway:** SR 5/US 1



**\*\* Annual Trend Increase:** -700  
**Trend R-squared:** 16.8%  
**Trend Annual Historic Growth Rate:** -1.59%  
**Trend Growth Rate (2007 to Design Year):** -1.70%  
**Printed:** 22-Dec-08  
**Straight Line Growth Option**

Year	Traffic (ADT/AADT)	
	Count*	Trend**
2003	44000	44000
2004	41500	43300
2005	43500	42600
2006	45500	41900
2007	38500	41200
<b>2008 Opening Year Trend</b>		
2008	N/A	40500
<b>2009 Mid-Year Trend</b>		
2009	N/A	39800
<b>2010 Design Year Trend</b>		
2010	N/A	39100
<b>TRANPLAN Forecasts Trends</b>		

**\*Axle-Adjusted**

Florida Department of Transportation  
 Transportation Statistics Office  
 2007 Historical AADT Report

County: 90 - MONROE

Site: 0049 - SR A1A/S ROOSEVELT BLVD, 200' S SR 5/US-1

Year	AADT	Direction 1	Direction 2	K Factor	D Factor	T Factor
2007	18900 C	N 9700	S 9200	10.00	55.10	9.80
2006	23500 C	N 12000	S 11500	10.08	55.69	12.30
2005	21500 C	N 10500	S 11000	10.40	55.70	5.50
2004	21500 C	N 10500	S 11000	10.00	56.00	3.10
2003	22000 C	N	S	10.10	56.30	4.40
2002	20000 C	N 10000	S 10000	10.00	54.20	5.60
2001	20500 C	N	S	10.00	55.90	6.80
2000	18100 C	N 9000	S 9100	9.90	54.80	6.60
1999	19000 C	N	S	9.50	56.70	4.80
1998	21000 C	N	S	9.50	56.60	2.80
1997	19000 C	N	S	9.60	55.90	3.70
1996	18000 C	N	S	10.00	55.60	5.50
1995	17500 C	N	S	9.90	54.40	5.20
1994	19000 C	N	S	10.00	54.80	3.00
1993	20500 C	N	S	0.00	0.00	0.00

AADT Flags: C = Computed; E = Manual Estimate; F = First Year Estimate  
 S = Second Year Estimate; T = Third Year Estimate; X = Unknown

Florida Department of Transportation  
 Transportation Statistics Office  
 2007 Historical AADT Report

County: 90 - MONROE

Site: 0105 - SR 5/US-1, 400' W SR A1A

Year	AADT	Direction 1	Direction 2	K Factor	D Factor	T Factor
2007	32000 C	N 16000	S 16000	10.00	55.10	9.80
2006	32500 C	N 17000	S 15500	10.08	55.69	12.30
2005	31000 C	N 15500	S 15500	10.40	55.70	5.50
2004	34500 C	N 17000	S 17500	10.00	56.00	3.10
2003	36500 C	N	S	10.10	56.30	4.40
2002	34500 C	N 17500	S 17000	10.00	54.20	5.60
2001	34500 C	N	S	10.00	55.90	6.80
2000	31500 C	N 16000	S 15500	9.90	54.80	6.60
1999	34500 C	N 17500	S 17000	9.50	56.70	4.80
1998	40500 C	N 20000	S 20500	9.50	56.60	2.80
1997	30500 C	N	S	9.60	55.90	3.70
1996	28000 C	N	S	10.00	55.60	5.50
1995	29500 C	N	S	9.90	54.40	5.20
1994	32500 C	N	S	10.00	54.80	3.00
1993	17500 C	N	S	0.00	0.00	0.00

AADT Flags: C = Computed; E = Manual Estimate; F = First Year Estimate  
 S = Second Year Estimate; T = Third Year Estimate; X = Unknown

Florida Department of Transportation  
 Transportation Statistics Office  
 2007 Historical AADT Report

County: 90 - MONROE

Site: 0201 - SR 5/US-1, 200' E COWKEY CHANNEL BRIDG @ R-165

Year	AADT	Direction 1	Direction 2	K Factor	D Factor	T Factor
2007	38500 C	N 20500	S 18000	10.00	55.10	9.80
2006	45500 C	N 23500	S 22000	10.08	55.69	12.30
2005	43500 C	N 22000	S 21500	10.40	55.70	3.10
2004	41500 C	N 21000	S 20500	10.00	56.00	3.10
2003	44000 C	N 21500	S 22500	10.10	56.30	4.40
2002	30000 C	N 15000	S 15000	10.00	54.20	5.60
2001	42000 C	N 21000	S 21000	10.00	55.90	6.80
2000	22500 C	N 11000	S 11500	9.90	54.80	6.60
1999	40000 C	N 18500	S 21500	9.50	56.70	4.80
1998	35500 C	N 18000	S 17500	9.50	56.60	2.80
1997	39500 C	N 19500	S 20000	9.60	55.90	3.70
1996	36500 C	N 18000	S 18500	10.00	55.60	5.50
1995	37000 C	N 18500	S 18500	9.90	54.40	5.20
1994	40000 C	N 19500	S 20500	10.00	54.80	3.00
1993	39500 C	N 19000	S 20500	9.90	55.30	6.90

AADT Flags: C = Computed; E = Manual Estimate; F = First Year Estimate  
 S = Second Year Estimate; T = Third Year Estimate; X = Unknown

## Vuong, Danny

---

**From:** Sullivan, Greg [gsulliva@wm.com]  
**Sent:** Monday, December 22, 2008 11:51 AM  
**To:** Vuong, Danny  
**Cc:** Jay Gewin (E-mail)  
**Subject:** RE: Key West Conference Center and Resort - Waste Management

Mr. Vuong,

In response to your question reference the project mentioned below. Waste Management handles both the collection and haul out of solid waste for the City of Key West. We have more than enough capacity to handle the Key West Conference center waste needs. Please let me know if I may be of further service to you.

Greg Sullivan

-----Original Message-----

**From:** Danny.Vuong@kimley-horn.com [mailto:Danny.Vuong@kimley-horn.com]  
**Sent:** Monday, December 22, 2008 11:45 AM  
**To:** Sullivan, Greg  
**Subject:** FW: Key West Conference Center and Resort - Waste Management

Mr. Sullivan,

As discussed in our phone conversation, I spoke with Red Ball from the City of Key West / Manager of Transfer Station, regarding the impacts this project will present to Waste Management (WM); specifically, the additional load that will be incurred once the project is built out. Mr. Ball stated that there is an existing 20-year contract the City has with WM and at the present time the City is on its 4<sup>th</sup> or 5<sup>th</sup> year of the contract. Mr. Ball added that he was unaware of any contractual limitations as to the total weight of solid waste being handled by WM and that the City is presently averaging approximately 1,000 ton / week.

Kimley-Horn and Associates (KHA) is in the process of submitting a Utility Concurrency Report to the City regarding utility and public service impacts resulting from the future development. Per our earlier conversation, this e-mail serves to document KHA's coordination with WM regarding the proposed development and confirms that WM will have the necessary infrastructure to facilitate the future development.

Please confirm your concurrence via return e-mail to all parties copied on this e-mail.

Regards,

Danny Vuong E.I.

**Kimley-Horn & Associates**

1691 Michigan Avenue Ste. 400

Miami Beach, Fl 33139

t. 305-673-2025 f. 305-673-4882

[danny.vuong@kimley-horn.com](mailto:danny.vuong@kimley-horn.com)

**Key West Resort and Conference Center Concurrency Analysis  
Pursuant to City Comprehensive Plan and City Code Ch. 94 and Sec. 108-233.**

**Prepared by:**

**Kimley-Horn and Associates, Inc.**

**December 23, 2008**

Development projects are required to satisfy concurrency requirements in the City of Key West Comprehensive Plan and Land Development Regulations. The Key West Resort project involves the redevelopment of 525 transient units, 16 affordable workforce housing units, and restaurant and retail space, and the addition of 34 affordable workforce housing units. City Code Section 94-4(d) provides that proposed redevelopment shall be credited for the existing demand on available capacity. If a redevelopment project generates demand in excess of the existing demand it is replacing, a concurrency review is required but is limited to the amount by which the proposed demand generated exceeds the demand of the existing development. Under Section 94-1 of the City Code, the five public facilities that must meet concurrency are:

- Potable Water
- Recreation
- Sanitary Sewer
- Solid Waste
- Roads

This analysis addresses potable water, sanitary sewer and solid waste.

During the site plan approval process in 2006-2007, Kimley-Horn coordinated with City staff, utility providers and other public entities in order to verify that there is sufficient infrastructure capacity to serve the Key West Resort and Conference Center project in accordance with concurrency management regulations stated within Section 108-233 of the City of Key West City Code. Kimley-Horn contacted Sunshine State One Call and identified the utility companies and/or agencies that currently serve the area and/or have existing infrastructure on or abutting the property. Subsequently, letters were sent to these agencies describing the project and requesting copies of any available utility as-builts. Kimley-Horn and Associates either coordinated or met with utility owners/providers to discuss existing infrastructure capacity and project demands. The agencies with which Kimley-Horn coordinated are identified below:

**Potable Water Supply**

Florida Keys Aqueduct Authority (FKAA) – Ed Nicolles

Mtg. Date: Oct. 19, 2006 & Dec. 11, 2006

Level of Service standard:

Residential: 93 gal/capita/day

Nonresidential: 650 gal/acre/day

Assumed consumption rates: 250 gpd/apartment or unit, 100gpd/capita residential; 650 gpd/acre nonresidential

Existing average daily potable water demand:

Residential: 4,000 gpd

Nonresidential: 10,538 gpd

Projected average daily potable water demand for Key West Resort:

Residential: 12,500 gpd

Nonresidential: 10,160 gpd

Net Increase in Demand: 8,123 gpd

**Potable Water Concurrency Analyses**

Existing GPD Calculations							
Development	Land Use	Quantity	Units	Classification	Area	Calc. Flows	
Days Inn	Motel	134	Rooms	Non-Residential	3.4	2,223.0	
Holiday Inn	Hotel	147	Rooms	Non-Residential	3.8	2,489.5	
Visitor Trolley	Retail		sf	Non-Residential	0.9	585.0	
Affordable Housing Apartment	Apartment	16	Units	Residential	0.9	4,000.0	
Comfort Inn	Hotel	100	Rooms	Non-Residential	3.1	1,983.0	
Waffle House	Restaurant	4300	sf	Non-Residential			
Radisson Inn	Hotel	145	Rooms	Non-Residential	3.1	2,008.5	
Dennys	Restaurant	3900	sf	Non-Residential			
In Kahoots	Restaurant	5800	sf	Non-Residential	1.9	1,248.0	
					Residential	0.9	4,000.0
					Non-Residential	16.2	10,538.0
					<b>Total</b>	<b>17.1</b>	<b>14,538.0</b>

\*2.5 capita per unit was utilized for estimated calculations

### Potable Water Concurrency Analyses

Proposed GPD Calculations					
Land Use	Quantity	Units	Classification	Area	Calc. Flows
Hotel	450	Rooms	Non-Residential		
Restaurant/Bar	8,615	sf	Non-Residential		
Restaurant/Bar	7,000	sf	Non-Residential	8.8	5,707.0
Retail	21,000	sf	Non-Residential	0.9	572.0
Fractional Ownership/Transient Residential	75	Units	Non-Residential	3.8	2,498.5
Conference Ctr./Transit Facility	20,500	sf	Non-Residential	2.1	1,391.0
Afford. Housing	50	Units	Residential	1.5	12,500.0
			Residential	1.5	12,500.0
			Non-Residential	15.6	10,159.5
			<b>Total</b>	<b>17.1</b>	<b>22,659.5</b>

*\*2.5 capita per unit was utilized for estimated calculations*

Future potable water demands and infrastructure improvements have been coordinated with FKAA. Coordination meetings with FKAA verified the sufficient capacity of the existing water treatment plant to supply the demands being proposed by the future development. (See also Potable Water Analysis Supplement dated December 29, 2008). In accordance with FKAA suggested requirements, a new 12-inch diameter water main will be installed along the perimeter of the project site. The newly installed main will provide a main artery to supply potable water to the proposed buildings and assist in the existing infrastructure's water flow and pressure system. The requested utility improvements will create a looped system that would split the water supply to different branches of the system. This will equalize the pressure and flow in the surrounding pipeline and increase hydraulic efficiency. Design Concurrency standards for potable water facilities and services will be met as required by City of Key West Ordinance Section 94-68 Potable Water and the City Comprehensive Plan Objective 9-1.6 (1) Requiring Development Orders and Permits compliant with Concurrency Management, LOS Standards and Capital Improvement Schedule & Policy 9-1.6.1: Level of Service Standards. (Refer to the utility plans for location and size).

### Stormwater Management, Wastewater Management

*City of Key West Public Works Department – Roland Flowers and David Fernandez*

*Mtg. Date: Oct. 19 & 20, 2006, Dec. 11, 2006*

### Stormwater Management

The proposed stormwater management system for the project will meet or exceed the following City adopted levels of service (LOS) for stormwater management:

1. Post-development storm runoff will not exceed pre-development storm runoff for a 25-year/72-hour storm event. The net additional storm runoff generated by the proposed development will be pre-treated and retained on site.
2. All collected stormwater runoff disposal systems shall comply with Chapter 17-25, Rule 25.025, & Chapter 17-302, Rule 17-302.500 FAC. There will be no direct discharge from the project to "Outstanding Florida Waters" (Rule 17-25.025 (9) FAC). Storm runoff from the required design storm event of 25-year frequency and 72-hour duration will be retained on site.
3. Stormwater facilities shall be designed to assure degradation of the receiving water body will not exceed below the minimum requirements for the suitability of the designated classification use as established in Chapter 17-302, FAC.

In order to manage stormwater runoff from the proposed development, four on-site dry-retention swales will be provided with a capacity to pre-treat approximately 39,600 CF of storm runoff from site areas. Subsequent to pre-treatment, the remaining storm runoff will be piped to a system of three interconnected storm drainage wells to discharge the storm runoff to the ground water via deep injection. Each well will have the capacity to handle 1.36 CFS or a combined 4.08 CFS.

Storm runoff from proposed building roofs is considered "clean", and therefore does not require pre-treatment. It is the intent of the project to collect some of this clean roof runoff, pipe it and store it within underground storage units, or cisterns, and use it to irrigate on-site landscape areas. This approach should both reduce the project's storm water runoff impacts on the groundwater and conserve potable water. The overall capacity of the cisterns is yet to be determined and will depend largely upon the amount of water required to irrigate the proposed site. It is our intent to work with the City in order to achieve a mutually-agreed level of water storage and conservation. If the volume of runoff exceeds the storage volume within the proposed cisterns, the overflow will be routed to the proposed stormwater management system. Conversely, the cistern system will be manifold to the public potable water supply system in the event the volume of collected storm runoff is not enough to irrigate the site. Float switches and automatic valves will be used to switch back and forth between the two systems.

There is an existing 48-inch diameter City-owned concrete storm sewer that crosses through the property and outfalls to the Florida Bay. In order to avoid conflicts with proposed buildings, this existing storm sewer will need to be re-routed along the northern perimeter of the property and reconnected to the existing segments upstream and downstream of the project. There shall be no interconnections or storm discharge from the proposed project to this storm sewer. Design of this relocation is to be discussed with and approved by the City.

Design Concurrency standards for stormwater management facilities will be met as required by City of Key West Code Section 94-69 Drainage Facilities, Section 108-233(4) Concurrency Facilities and Other Utilities or Services and the City Comprehensive Plan Objective 9-1.6 (1) Requiring Development Orders and Permits compliant with Concurrency Management, LOS Standards and Capital Improvement Schedule & Policy 9-1.6.1: Level of Service Standards / Drainage.

**Sanitary Sewer/Wastewater**

Level of Service standard:

Residential: 100 gpd per capita for permanent residents and  
90 pgd per capita for seasonal residents.

Nonresidential: 660 gpd per acre

Existing average daily flows:

Residential: 4,250 gpd

Nonresidential: 10,699 gpd

Projected average daily flows for the Key West Resort:

Residential: 31,250 gpd

Nonresidential: 7,786 gpd

Net Increase in Demand: 8,114 gpd

**Sanitary Sewer Concurrency Analyses**

<b>Existing ADF Calculations</b>						
<b>Development</b>	<b>Land Use</b>	<b>Quantity</b>	<b>Units</b>	<b>Classification</b>	<b>Area</b>	<b>Calc. Flows</b>
Days Inn	Motel	1334	Rooms	Non-Residential	3.4	2,257.2
Holiday Inn	Hotel	147	Rooms	Non-Residential	3.8	2,527.8
Visitor Trolley	Retail		sf	Non-Residential	0.9	594.0
Affordable Housing	Apartment	16	Rooms	Residential	0.9	4,000.0
Comfort Inn	Hotel	100	Rooms	Non-Residential	3.1	2,013.0
Waffle House	Restaurant	4300	sf	Non-Residential		
Radisson Inn	Hotel	145	Rooms	Non-Residential	3.1	2,039.4
Dennys	Restaurant	3900	sf	Non-Residential		
In Kahoots	Restaurant	5800	sf	Non-Residential	1.9	1,267.2
				Residential	0.9	4,000.0
				Non-Residential	16.2	10,698.6
				<b>Total</b>	<b>17.1</b>	<b>14,698.6</b>

*\*2.5 capita per unit was utilized for estimated calculations*

Projected average daily flows for the Key West Resort:

**Sanitary Sewer Concurrency Analyses**

<b>Proposed ADF Calculations</b>					
<b>Land Use</b>	<b>Quantity</b>	<b>Units</b>	<b>Classification</b>	<b>Area</b>	<b>Calc. Flows</b>
Hotel	450	Rooms	Non-Residential	8.8	5,794.8
Restaurant/Bar	8,615	sf	Non-Residential		
Restaurant/Bar	7,000	sf	Non-Residential		
Retail	21,000	sf	Non-Residential	0.9	580.8
Fractional Ownership/Residential	75	Units	Non-Residential	3.8	2,527.8
Conference Ctr.	20500	sf	Non-Residential	2.1	1,412.4
Afford. Housing	50	Units	Residential	1.5	12,500.0
			Residential	1.5	12,500.0
			Non-Residential	15.6	10,315.8
			<b>Total</b>	<b>17.1</b>	<b>22,815.8</b>

*\*2.5 capita per unit was utilized for estimated calculations*

For sanitary sewage collection, transmission and capacity, coordination with City staff indicated that the existing sanitary system has sufficient capacity to serve the proposed project demands.

By recommendation from the City’s Public Works Department, the sanitary sewer infrastructure improvements will entail the construction of a new 8-inch diameter gravity sanitary sewer main that connects onto the City’s existing municipal sanitary sewer system. Four locations have been identified to be points of connections: (1) Existing M.H. #49B on Northside Court, (2) Existing M.H. #53 on Northside Drive, (3) Existing M.H. #55 on 20<sup>th</sup> Terrace, and (4) Existing M.H. #30B on Cindy Avenue. Allowing for multiple connection points will help attenuate the effects of sewage loading on the existing system. The connection to 20<sup>th</sup> Terrace will require a new on-site sanitary lift station to raise flows up to the invert of existing manhole #55. Total generated sewage flows will be routed to the City’s sanitary sewer and wastewater treatment plant. The municipal treatment plant will treat and properly dispose of all sewage in accordance to state and federal regulations. Design Concurrency standards for wastewater management facilities will be met as required by City of Key West Ordinance Section 94-67 Sanitary Sewer, Section 108-233(2) Concurrency Facilities and Other Utilities or Services and the City Comprehensive Plan Objective 9-1.6 (1) Requiring Development Orders and Permits compliant with Concurrency Management, LOS Standards and Capital Improvement Schedule & Policy 9-1.6.1: Level of Service Standards / Sanitary Sewerage System Level of Service

## Solid Waste Disposal

Level of Service standard:

Residential: 2.66 lb/capita/day

Nonresidential: 6.37 lb/acre/day

Existing generation: 209.7 lb/day

Residential (16 affordable units): 106.4 lb/day

Nonresidential (16.21 acres): 103.3 lb/day

Proposed generation: 432.1 lb/day

Residential (50 affordable units): 332.5 lb/day

Nonresidential (15.63 acres): 99.6 lb/day

Net Increase in Demand: 222.4 lb/day

## Solid Waste Generation Concurrency Analyses

Existing Solid Waste Calculations						
Development	Land Use	Quantity	Units	Classification	Area	lbs./day
Days Inn	Motel	134	Rooms	Non-Residential	3.4	21.8
Holiday Inn	Hotel	147	Rooms	Non-Residential	3.8	24.4
Visitor Trolley	Retail		sf	Non-Residential	0.9	5.7
Affordable Housing	Apartment	16	Rooms	Residential	0.9	106.4
Comfort Inn	Hotel	100	Rooms	Non-Residential	3.1	19.4
Waffle House	Restaurant	4300	sf	Non-Residential		
Radisson Inn	Hotel	145	Rooms	Non-Residential	3.1	19.7
Dennys	Restaurant	3900	sf	Non-Residential		
In Kahoots	Restaurant	5800	sf	Non-Residential	1.9	12.2
				Residential	0.9	106.4
				Non-Residential	16.2	103.3
				<b>Total</b>	<b>17.1</b>	<b>209.7</b>

*\*2.5 capita per unit was utilized for estimated calculations*

### Solid Waste Generation Concurrency Analyses

Proposed Solid Waste Calculations					
Land Use	Quantity	Units	Classification	Area	lbs./day
Hotel	450	Rooms	Non-Residential		
Restaurant/Bar	8,615	sf	Non-Residential		
Restaurant/Bar	7,000	sf	Non-Residential	8.8	55.9
Retail	21,000	sf	Non-Residential	0.9	5.6
Fractional Ownership /Transient Residential	75	Units	Non-Residential	3.8	24.4
Conference Ctr. /Transit Facility	20,500	sf	Non-Residential	2.1	13.6
Afford. Housing	50	Units	Residential	1.5	332.5
			Residential	1.5	332.5
			Non-Residential	15.6	99.6
			<b>Total</b>	<b>17.1</b>	<b>432.1</b>

*\*2.5 capita per unit was utilized for estimated calculations*

Existing and future solid waste production have been discussed and coordinated with the City of Key West's privately contracted solid waste handler - Waste Management. Greg Sullivan – District Manager for Waste Management has been contacted and informed on the solid waste calculations and proposed project demands. Presently, City of Key West is under a 20 year contractual agreement with Waste Management, wherein exists approximately 15 years outstanding. A discussion with Mr. Sullivan has revealed that the City produces on an average of 1,000 tons of solid waste per week; furthermore, regarding contractual amount, Mr. Sullivan was unaware of any distinct limitations as to the total weight defined within their contract. Waste Management has determined that they do not foresee any difficulties in handling the projected solid waste production for the future development. See attached coordination e-mails dated December 22, 2008.

**Amy Kimball-Murley**

**From:** SpiersS@gtlaw.com  
**Sent:** Thursday, December 11, 2008 12:16 PM  
**To:** Amy Kimball-Murley  
**Cc:** Larry Erskine; rspottswood@spottswood.com; TEPopePA@aol.com; RevellR@gtlaw.com  
**Subject:** Spottswood/Key West Resort  
**Attachments:** 451503096\_v\_1\_Process for Considering Traffic Issues 12-10-08.DOC

Amy:

I just spoke with Robert. I'm glad to know you had a good meeting this morning.

I understand we are postponing the Planning Board meeting to January 15, 2009. I assume that the development agreement will then be considered for adoption by the City Commission on either February 3 or February 18, 2009. February 3 would be our preference.

Attached is our outline of the process related to transportation issues. If there are additional items you would like us to address or modifications to the outline you would like to see, please let me know.

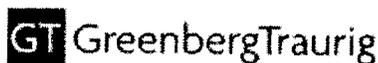
Pursuant to Robert's direction, I will further revise the draft development agreement to describe the lock-out units. If you or Larry see any additional changes needed to Draft # 4 sent to you yesterday, please let me know.

If we need to have a call to discuss any of these matters, I am available at your convenience.

Thanks.

Sherry

Sherry A. Spiers  
Of Counsel  
Greenberg Traurig, P.A. | 101 East College Avenue | Tallahassee, FL 32301  
Tel 850.222.6891 | Fax 850.681.0207  
spierss@gtlaw.com | www.gtlaw.com



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1/8/2009

# **KEY WEST RESORT & CONFERENCE CENTER**

## **Process for Consideration of Transportation Issues December 10, 2008**

The purpose of this outline is to respond to the City Planning Department request for an outline of the process for both required and voluntary consideration of transportation issues related to the Key West Resort & Conference Center.

### **I. Existing Development Approval & Transportation Planning**

- Existing City Commission Approval: 450 hotel units, 33 timeshares, 21 residential units with lockouts, a spa, swimming pools, hotel restaurant and bar, a conference center with 20,500 square feet of meeting space, 21,000 square feet of retail space, a themed restaurant and bar with 7,000 square feet of consumption space (250 seats), a transit center, and fifty (50) affordable work force housing units.
- Transportation: transportation planning/project design to ensure ingress and egress consistent with City of Key West and Florida Department of Transportation requirements; various alternatives considered. Concept plan proposes reduction in number of curb cuts on North Roosevelt and development of sidewalks to tie into sidewalks for which FDOT is obtaining right-of-way, and limits proposed turning movements as requested by City of Key West. Process included two meetings with FDOT regarding access design and permitting as well as coordination with City staff.
- Traffic analysis dated December 14, 2006, submitted to City Planning Department.

### **II. Development Agreement.**

- Proposed development: same as existing approved development.
- Traffic Analysis updated to demonstrate that redevelopment meets concurrency.
- Full consideration of FDOT permit issues premature.

### **III. After Development Agreement and Prior to FDOT and City Permitting.**

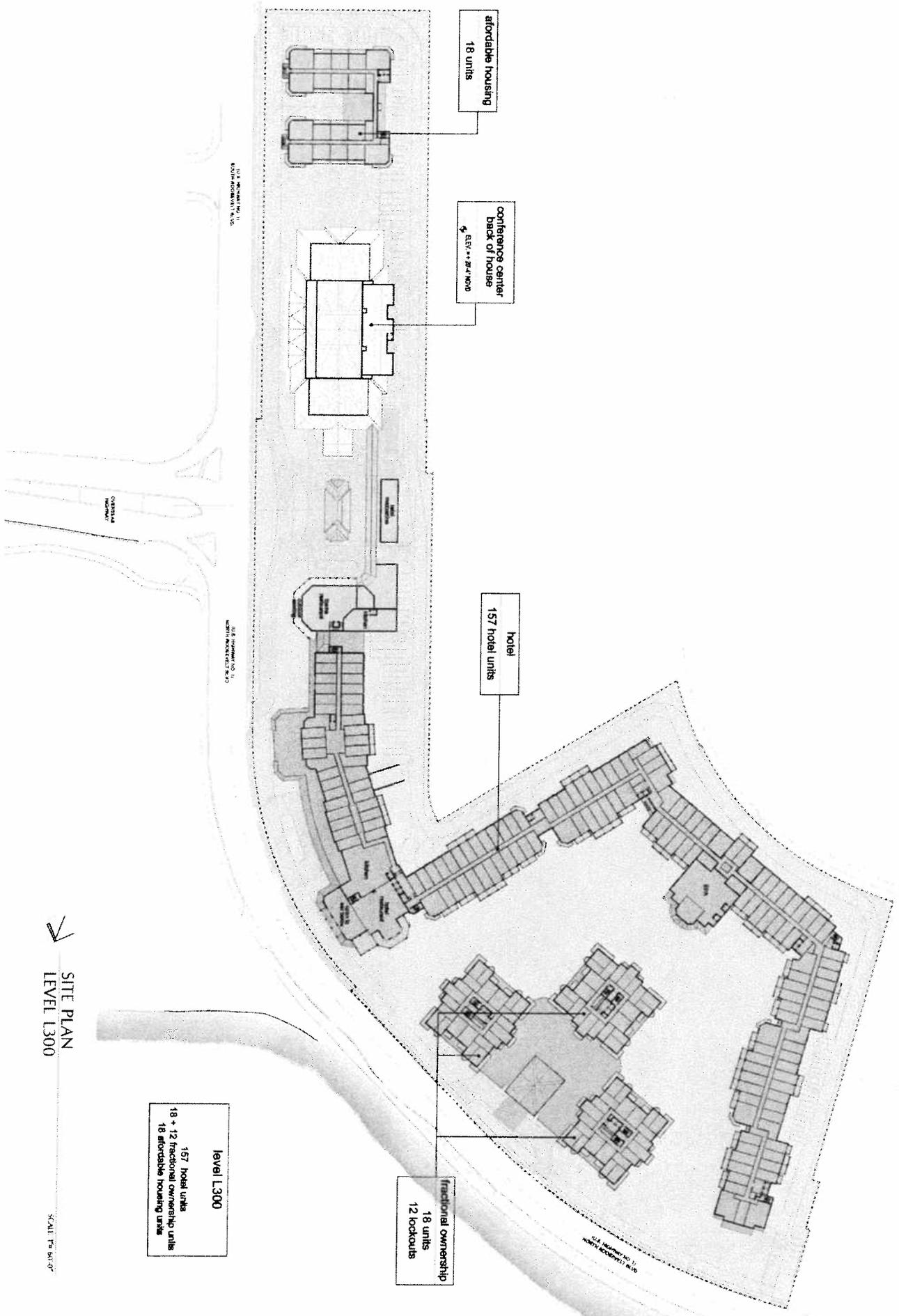
- Prepare pedestrian circulation plan.
- Owner to voluntarily talk with City of Key West Planning Department about feasibility of public-private partnership related to transit facility on the property.
- Consideration of improvements to US 1 / North Roosevelt Boulevard intersection unlikely due to prohibitive costs. It is noted that when a new approach (leg) is added to an intersection, it typically reduces the level of service of all other approaches because of the reallocation of green time necessary to accommodate the additional approach. It is likely that an additional approach to the traffic signal at the US 1 / North Roosevelt Boulevard intersection would degrade the overall level of service and function of the intersection.

- Full consideration of FDOT permit issues premature.

#### **IV. FDOT Permitting.**

- Final site plan and full construction drawings provided to FDOT. Plans to be consistent with all FDOT statutory and rule requirements.
- FDOT review of trip generation analysis.
- FDOT confirmation/determination that redevelopment project does not cause a “significant change” in traffic.
- Ingress and egress evaluated, including appropriateness of all turning movements.
- Modification of traffic circulation plans as required by FDOT, if any.
- Pedestrian crossing on North Roosevelt Boulevard the responsibility of FDOT as part of the intersection design; not a permitting issue for the project.





← SITE PLAN  
 LEVEL L300

SCALE: 1/8" = 1'-0"

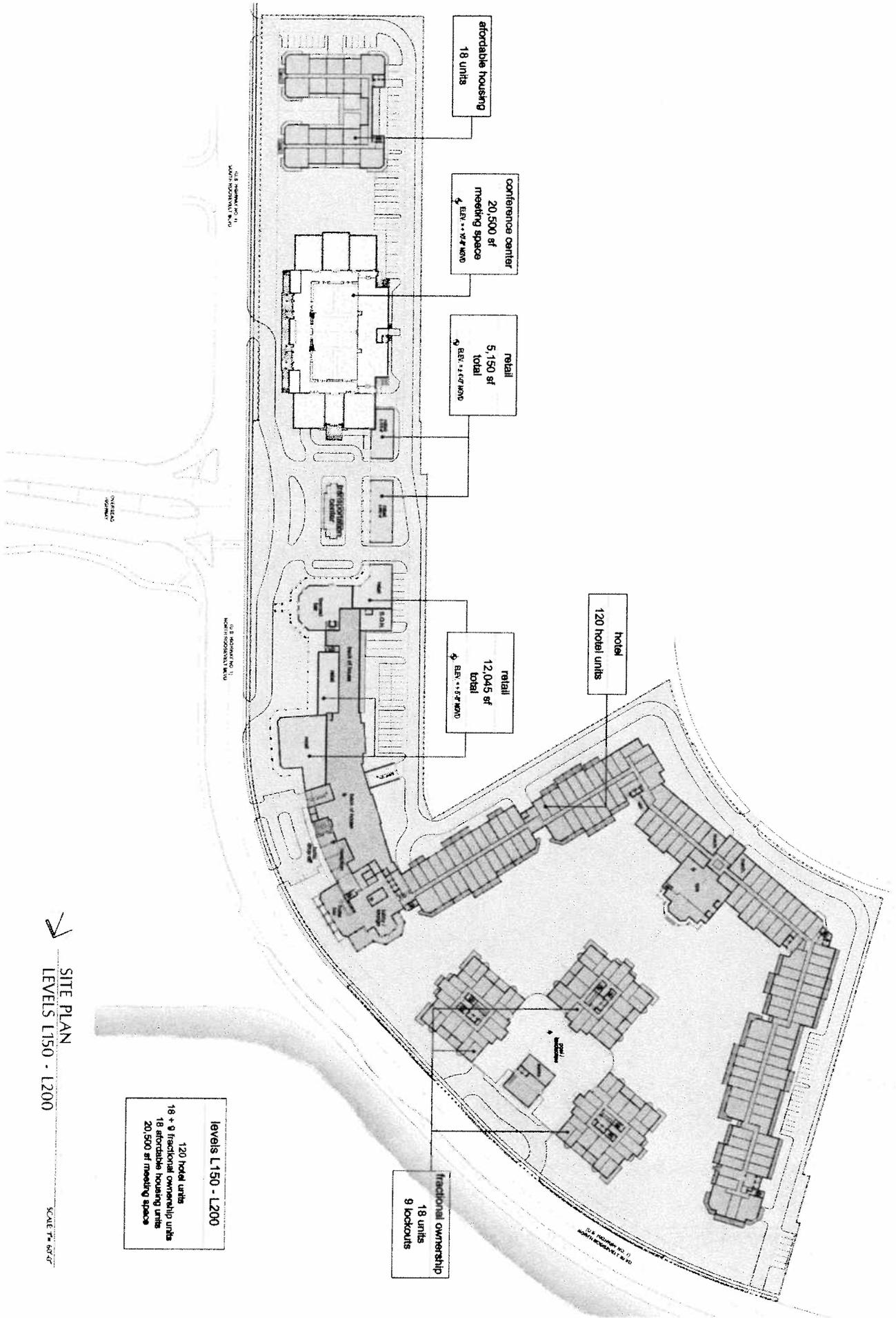
# KEY WEST RESORT & CONFERENCE CENTER

3820 NORTH ROOSEVELT BOULEVARD  
KEY WEST, FLORIDA 33040

**JACOBS**  
 PROSPECT  
 WOODS  
 MOBILE, AL  
 ARCHITECTS & ENGINEERS  
 10000 N. GULF BOULEVARD  
 SUITE 1000  
 MOBILE, AL 36688  
 TEL: 251-948-1111  
 FAX: 251-948-1112

04-01-07  
 MECHANICAL  
 PLANNING BOARD  
 SUBMITTAL  
 BOARD OF  
 ASSISTENTS  
 PLANNING BOARD  
 CITY COMMISSION  
 DEVELOPMENT  
 PLAN APPROVAL  
 2677





affordable housing  
18 units

conference center  
20,500 sf  
meeting space  
Elev. +2.47' MGD

retail  
5,150 sf  
total  
Elev. +2.47' MGD

retail  
12,045 sf  
total  
Elev. +2.47' MGD

hotel  
120 hotel units

traditional ownership  
18 units  
9 lockouts

levels L.150 - L.200  
120 hotel units  
18 + 9 fractional ownership units  
18 affordable housing units  
20,500 sf meeting space

SITE PLAN  
LEVELS L150 - L200

SCALE 7/8" = 1'-0"

# KEY WEST RESORT & CONFERENCE CENTER

3820 NORTH ROOSEVELT BOULEVARD  
KEY WEST, FLORIDA 33040

DATE	2/27
BY	DAVID L. PROSCHI
FOR	FRANCOIS BOUARD
PROJECT	BOARD OF ADJUSTMENTS
REVISIONS	PLANNING BOARD CITY COMMISSION DEVELOPMENT PLAN APPROVAL



# Key West Resort

## Legend

-  Highlighted Feature
-  Lot Lines
-  Easements
-  Road Centerlines
-  Water Names
-  Parcels
-  Shoreline
-  Section Lines

PALMIS

Monroe County Property Appraiser  
500 Whitehead Street  
Key West, FL

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.

Date Created: December 9, 2008 8:59 AM



# KW Resort & Conf

## Legend

-  Highlighted Feature
-  the Buffer
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MAGAL IDAN  
3839 DUCK AVE  
KEY WEST, FL 33040

RODRIGUEZ RAMON F DEC TR  
7/22/2003  
1424 ROOSEVELT BLVD  
KEY WEST, FL 33040

TAYLOR ANTHONY & VICKI  
3818 DUCK AVENUE  
KEY WEST, FL 33040

WOZNIAK NANCY P  
1351 20TH ST  
KEY WEST, FL 33040

LIMBERT RAY D & EVA  
3820 DUCK AVENUE  
KEY WEST, FL 33040

KNOWLES MINNIE JUNE  
3747 CINDY AVE  
KEY WEST, FL 33040

CHANMUGAM TAMARA N  
3724 DONALD AVE  
KEY WEST, FL 33040

ZUELCH KIRK C & JEANNE S  
3742 DONALD AVE  
KEY WEST, FL 33040

FRAGA PEDRO AND NORA Y  
3707 PEARLMAN CT  
KEY WEST, FL 33040

CITY OF KEY WEST  
P O BOX 1409  
KEY WEST, FL 33040

ROBINSON WILLIAM SANDS JR &  
3616 NORTHSIDE CT  
KEY WEST, FL 33040

HANKAMP CAROL J  
3836 DUCK AVE  
KEY WEST, FL 33040

GAMMON MARTHA E  
3738 DONALD AVENUE  
KEY WEST, FL 33040

HENKEL ROBERT K  
5196 OVERSEAS HWY  
MARATHON, FL 33050

LEE THOMAS B & YVETTE  
ESQUINALDO (H/W)  
3728 DONALD AVENUE  
KEY WEST, FL 33040

VILA NATIVIDAD  
1324 20TH TER  
KEY WEST, FL 33040

WILLIS GUY A AND KIM S  
2432 FLAGLER AVE  
KEY WEST, FL 33040

YOEST BRIAN R & SHANA RENE  
1213 20TH TERRACE  
KEY WEST, FL 33040

MANNIX-LACHNER ANNALISE  
3739 PAULA AVENUE  
KEY WEST, FL 33040

ERICKSON RANDY G & DEBORAH K  
3800 CINDY AVENUE  
KEY WEST, FL 33040

SINGH ESHRI AND GULSAN  
3832 DUCK AVE  
KEY WEST, FL 33040

CHELEKIS MICHAEL S AND DENISE  
3749 DUCK AVE  
KEY WEST, FL 33040

LETO MICHAEL A & BETH P  
3742 PAULA AVENUE  
KEY WEST, FL 33040

LIZ MIGUEL M  
1308 20 TERRACE  
KEY WEST, FL 33040

ROBERTS CURTIS R JR & LYNN M  
1328 20TH TERRACE  
KEY WEST, FL 33040

WILLIAMS DAVID AND LOUANNA  
24 AMARYLLIS DR  
KEY WEST, FL 33040

PUMAR ROSEMARY  
1208 20TH TERRACE  
KEY WEST, FL 33040

CARDENAS ROBERT H AND  
DEBORAH S H/W  
917 EATON ST  
KEY WEST, FL 33040

CSOMBOK CARY H  
3707 PEARLMAN TERRACE  
KEY WEST, FL 33040

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, 0

To: Planning Board Re: Spottswood Hotel Inc

DEC 18 2008

Hearing Thur. dec. 18 2008

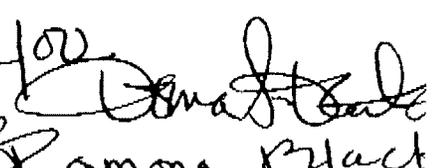
DEC 18 2008

Project 3852, 3850 thru 3800 6m  
N. Roosevelt Blvd.

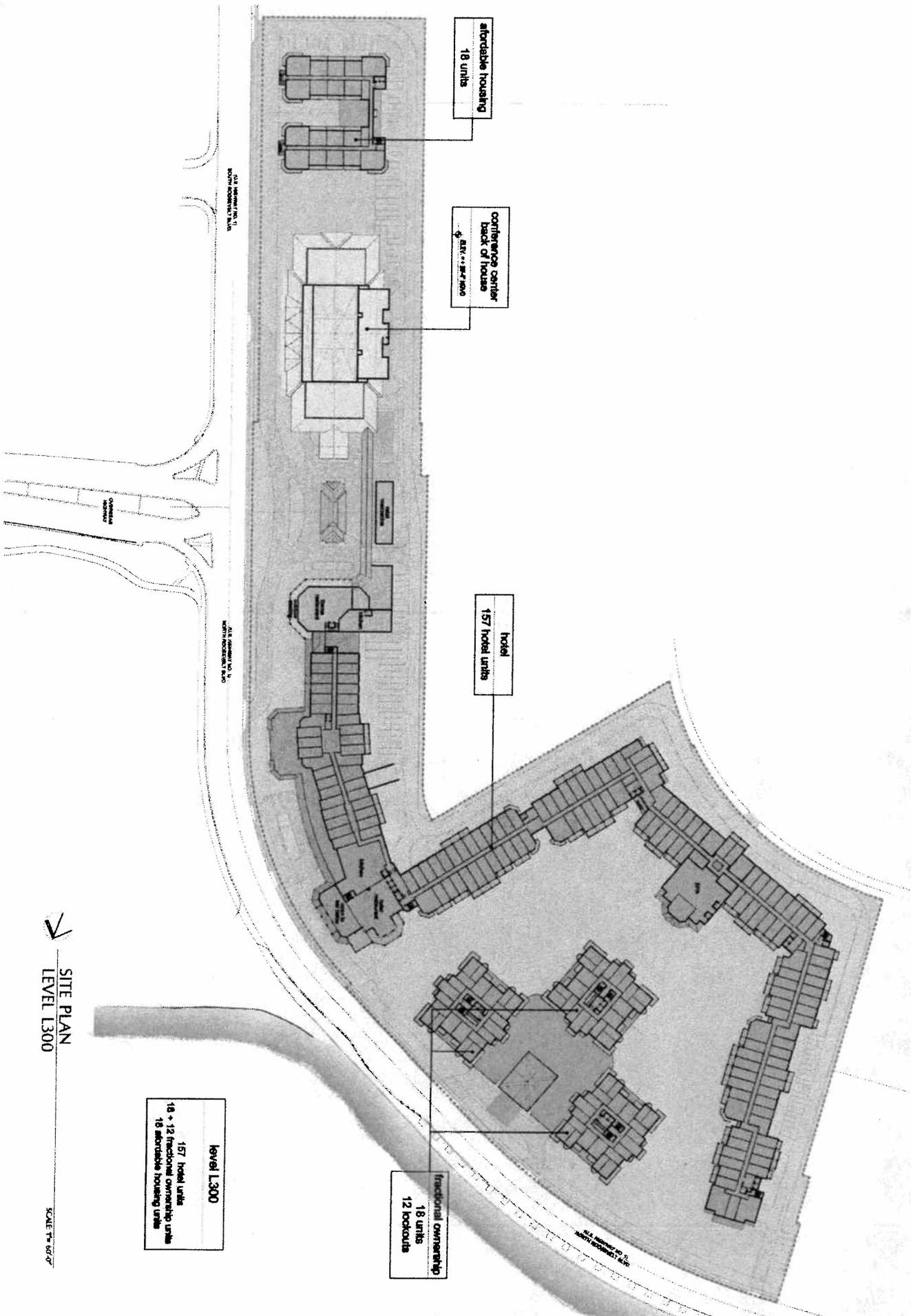
From Donna T Amato owner 3816 Cindy Ave  
Ramona Black owner 3820 Cindy Ave

We hereby state: We are against opening our end  
of Cindy Ave. for truck and construction traffic.

for the project. Believe 8ft or higher concrete  
fence should <sup>(must!)</sup> be built to separate the surrounding  
neighborhood that backs into this project before it  
starts. Want written in writing assurance. Legal.

I have lived on this street 12 yrs and Ramona for  
over 50. The fence that divides Cindy Ave from the  
parking lot of the Jays Inn and Ramona's fence  
are in shambles: from Jays Inn customers + possibly  
employees backing into and climbing over, falling down  
Barbara from code enforcement called only a few weeks  
ago and nothing has been done - still. If this is the  
way this property and its management team work now,  
No response to valid complaint - we don't want to see  
what will happen when a big project gets going.  
Ours is a quiet family neighborhood w/ children and pets  
Please do not allow. Thank you  
this disruption here. Best Regards,   
Ramona Black






**SITE PLAN**  
**LEVEL L300**

SCALE 1" = 60'

**Level L300**  
 157 hotel units  
 18 + 12 fractional ownership units  
 18 affordable housing units

fractional ownership  
 18 units  
 12 lockouts

affordable housing  
 18 units

conference center  
 back of house

hotel  
 157 hotel units

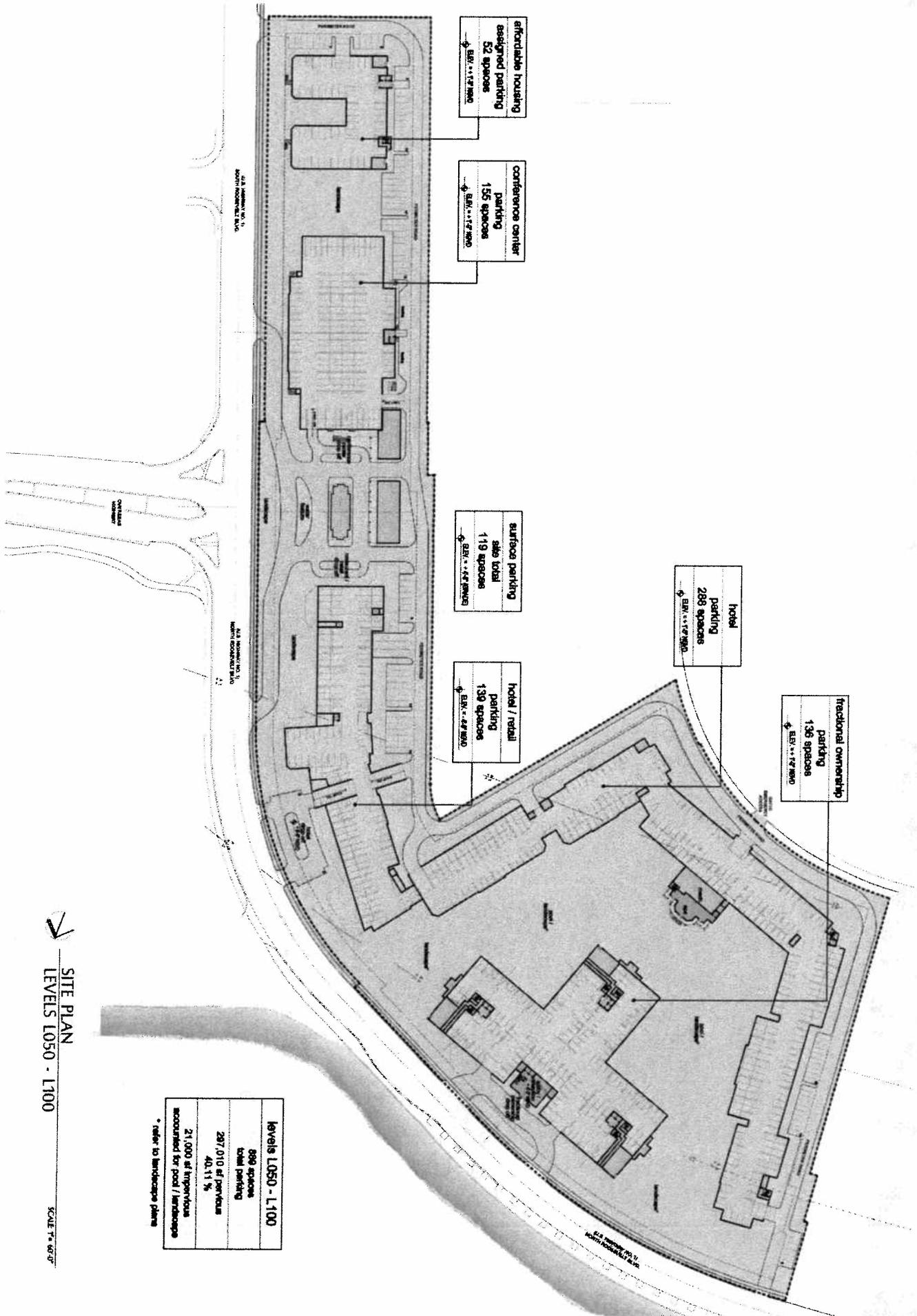
# KEY WEST RESORT & CONFERENCE CENTER

3820 NORTH ROOSEVELT BOULEVARD  
 KEY WEST, FLORIDA 33040

ARCHITECT: T. B. BROWN  
 1000 N. MIAMI AVENUE  
 SUITE 200  
 MIAMI, FLORIDA 33136  
 TEL: 305.371.1111  
 FAX: 305.371.1112  
 WWW.TBBROWNS.COM



04-01-07	DATE
D.K.C.	DESIGNER
SUBMITTAL	REVISION
TRANSMITTED	REVISION
BOARD FILE	REVISION
BOARD OF	REVISION
ADJUDICANTS	REVISION
PLANNING BOARD	REVISION
CITY COMMISSION	REVISION
DEVELOPMENT	REVISION
PLAN APPROVAL	REVISION
26/7	SCALE



← SITE PLAN  
 LEVELS 1050 - 1100

SCALE 1" = 60'-0"

Levels 1050 - 1100	898 spaces total parking
	287,010 sq ft parking
	40.11 %
21,000 sq ft impervious accounted for pool / landscape	
* refer to landscape plans	

# KEY WEST RESORT & CONFERENCE CENTER

3820 NORTH ROOSEVELT BOULEVARD  
KEY WEST, FLORIDA 33040

ASSOCIATES, PC  
 ARCHITECTS & PLANNERS  
 1000 BAYFRONT BLVD., SUITE 1000  
 MIAMI, FL 33132  
 TEL: 305.375.1111  
 FAX: 305.375.1112

DATE:	2/6/07
DESIGNED BY:	SP/MTL
DRAWN BY:	SP/MTL
CHECKED BY:	SP/MTL
APPROVED BY:	SP/MTL
DATE:	2/6/07





# Key West Resort

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Monroe County Property Appraiser  
500 Whitehead Street  
Key West, FL

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# KW Resort

SCHNEIRLA PETER C  
1150 PARK AVE #9B  
NEW YORK, NY 10128

AZULAY ORIAN AND DIKLA  
1327 20TH TER  
KEY WEST, FL 33040

RIVERA GIRALDA AND PASCUAL  
1006 18TH TERRACE  
KEY WEST, FL 33040

GRIZZLE ARTHUR J AND DONNA M  
3714 PEARLMAN TER  
KEY WEST, FL 33040

LOPEZ ROBERTO FRANCISCO  
3817 DUCK AVE  
KEY WEST, FL 33040

SPRAGUE KIM P  
3735 EAGLE AVE  
KEY WEST, FL 33040

PORRAS REINALDO AND JENNIFER  
3747 CINDY AVE  
KEY WEST, FL 33040-3254

CHANMUGAM TAMARA N  
3724 DONALD AVE  
KEY WEST, FL 33040

ZUELCH KIRK C AND JEANNE S  
3742 DONALD AVE  
KEY WEST, FL 33040

FRAGA PEDRO AND NORA Y  
3707 PEARLMAN CT  
KEY WEST, FL 33040

DURAN WILLIAM AND JANICE  
1209 19TH TER  
KEY WEST, FL 33040

RODRIGUEZ RAMON F DEC TR  
7/22/2003  
1424 ROOSEVELT BLVD  
KEY WEST, FL 33040

MARBURG JOHN W & BONITA  
1300 FLAGLER AVE  
KEY WEST, FL 33040

WARDLOW DENNIS  
3142 NORTHSIDE DR  
KEY WEST, FL 33040

MATEA DAVID AND VIRGINIA L  
3734 DONALD AVE  
KEY WEST, FL 33040

ALVAREZ RAY A AND TERRI L  
3743 PAULA AVE  
KEY WEST, FL 33040

LOCKWOOD DALE ALLEN  
311 MARGARET ST  
KEY WEST, FL 33040

REPPA ELIZABETH ESTATE  
3816 DUCK AVE  
KEY WEST, FL 33040

UNITED STATES OF AMERICA

VALDEZ GILBERT J L/E  
1200 20TH ST  
KEY WEST, FL 33040

BICK ROSE C  
3746 PAULA AVE  
KEY WEST, FL 33040

CITY OF KEY WEST THE  
P O BOX 1409  
KEY WEST, FL 33041

JLW KEY WEST I LLC  
506 FLEMING ST  
KEY WEST, FL 33040

TOOMER RICHARD E  
1220 19TH TER  
KEY WEST, FL 33040

LEIRD WILLIAM AND DELAINA M  
3715 DONALD AVE  
KEY WEST, FL 33040

KRZYWINSKI RICHARD AND DENISE  
1206 20TH ST  
KEY WEST, FL 33040

BERMAN SHERYL ANNE  
2806 PATTERSON AVENUE  
KEY WEST, FL 33040

ALWANI SUNDER  
1335 20TH TERR  
KEY WEST, FL 33040

BROWN WAYNE N AND PEGGY P  
723 SW LEMON HILL DR  
DUNNELLON, FL 34431

D'AMATO DONNA  
3816 CINDY AVE  
KEY WEST, FL 33040

LOPEZ ELOY M JR &  
PO BOX 2841  
KEY WEST, FL 33045

VURAL YLEANA  
3807 DONALD AVE  
KEY WEST, FL 33040

BLACKBURN JOSEPH A JR AND  
DIANE H  
1221 20TH ST  
KEY WEST, FL 33040

KIRVAN RICHARD B  
1319 20TH TERR  
KEY WEST, FL 33040

WHITE BEATRICE M TR 10/25/1999  
1213 20TH ST  
KEY WEST, FL 33040

HUBCHENKO JOSEPH G  
9105 65TH ST N  
PINELLAS PARK, FL 33782

DEVELASCO ALBERTO  
160 SUN LANE  
KEY WEST, FL 33040

MERCURIO GREGORY AND SHERI  
PO BOX 2157  
KEY WEST, FL 33045

WELLS STEVEN S AND DENISE M  
3621 NORTHSIDE CT  
KEY WEST, FL 33040

CASTILLO JESUS MANUEL JR AND  
MONA LISA  
3624 NORTHSIDE CT  
KEY WEST, FL 33040

VALDEZ PETER D JR AND YVETTE A  
905 18TH TER  
KEY WEST, FL 33040

CITY OF KEY WEST  
P O BOX 1409  
KEY WEST, FL 33041

MALONE ROBERT R JR & KELLI D  
3743 CINDY AVENUE  
KEY WEST, FL 33040

BUJAK WLADYSLAW AND ANIELA  
3675 SEASIDE DR  
KEY WEST, FL 33040

UNITED STATES  
,

MACDONALD PROPERTY INC  
3704 N ROOSEVELT BLVD  
KEY WEST, FL 33040

BRANSON FRANK L & DEBBIE D  
6920 TURTLE CREEK BLVD  
DALLAS, TX 75205

TAYLOR ANTHONY AND VICKI  
3818 DUCK AVE  
KEY WEST, FL 33040

WOZNIAK NANCY P  
1351 20TH ST  
KEY WEST, FL 33040

CITY OF KEY WEST  
P O BOX 1409  
KEY WEST, FL 33040

GIDWANI RISHI  
3609 NORTHSIDE DR  
KEY WEST, FL 33040

KEMP RITA M  
3808 EAGLE AVE  
KEY WEST, FL 33040

CONFIDENTIAL DATA F.S. 119.07  
,

MARSTON CRAIG R AND LINDA C  
3640 NORTHSIDE CT  
KEY WEST, FL 33040

LARIZ JOSEPH BRADLEY AND  
JESSICA JANE  
3715 PEARLMAN TER  
KEY WEST, FL 33040

SCHNEIDER JAMES A  
3720 PEARLMAN TERR  
KEY WEST, FL 33040

EMANUEL EYAL  
1016 18TH TER  
KEY WEST, FL 33040

FRANCIS JOANNE M  
1215 20TH TER  
KEY WEST, FL 33040

JONES DEAN L AND MELISSA A  
1217 19TH TER  
KEY WEST, FL 33040

SANCHEZ HORACIO & LORRAINE E  
1104 20TH STREET  
KEY WEST, FL 33040

MARISCAL DANIEL R AND LYNESE  
M  
3735 DONALD AVE  
KEY WEST, FL 33040

VINSON STEVEN W AND MELINDA  
H  
3735 PAULA AVE  
KEY WEST, FL 33040

SH 8 LLC  
506 FLEMING ST  
KEY WEST, FL 33040

BLACK RAMONA R  
18360 SE 90ST  
OCKLAWAHA, FL 32179

LIZ PEDRO  
54 RIVIERA DR  
KEY WEST, FL 33040

SACCONI FRED R  
19 NORTH ED  
ASHFORD, CT 6278

GONZALEZ CHARLES MANUEL  
900 18TH TER  
KEY WEST, FL 33040

PEAK FRANCES W  
3621 NORTHSIDE DRIVE  
KEY WEST, FL 33040

JANSEN CARL R JR AND W DARLENE  
782 E CANTERBURY ST  
SPRINGFIELD, MO 65810

PEARLMANS JOE INC  
517 1/2 DUVAL STREET  
KEY WEST, FL 33040

JLW KEY WEST I LLC  
506 FLEMING ST  
KEY WEST, FL 33040

JLW KEY WEST I LLC  
506 FLEMING ST  
KEY WEST, FL 33040

LADD JOSEPH P JR  
1202 20TH STREET  
KEY WEST, FL 33040

PERKINS MERCEDES P L/E  
3629 NORTHSIDE COURT  
KEY WEST, FL 33040

RODRIGUEZ ARGELIA C  
3645 NORTHSIDE CT  
KEY WEST, FL 33040

WURST BARBARA JANE  
1112 20TH ST  
KEY WEST, FL 33040

JLW KEY WEST I LLC  
506 FLEMING ST  
KEY WEST, FL 33040

EATON DOUGLAS H  
3810 CINDY AVE  
KEY WEST, FL 33040

TITUS RICHARD  
19940 OAKMONT DR  
LOS GATOS, CA 95030

MORGAN GERALD  
3825 DUCK AVE  
KEY WEST, FL 33040

FONT GILBERT & MARY  
1315 20TH STREET  
KEY WEST, FL 33040

ROGERS RITA M  
1311 20TH ST  
KEY WEST, FL 33040

MOSHER GERALD R & MARINA S  
1701 ASHBY STREET  
KEY WEST, FL 33040

SYKES FAYE  
3743 DONALD AVE  
KEY WEST, FL 33040

DOT/ST.OF FL  
TALLAHASSEE, FL 32399

KASPER KENNARD B AND LAURA M  
1012 18TH TER  
KEY WEST, FL 33040

RODRIGUEZ RAMON F DEC TR  
7/22/2003  
1424 ROOSEVELT BLVD  
KEY WEST, FL 33040

SAWYER BRADLY M  
3708 NORTHSIDE DR  
KEY WEST, FL 33040

JRC KEY WEST HOTEL LLC  
506 FLEMING ST  
KEY WEST, FL 33040

WARDLOW WILLIAM R & DEBRA M  
1410 S ROOSEVELT BLVD  
KEY WEST, FL 33040

GUTHRIE BOBBY G  
4125 EAGLE AVENUE  
KEY WEST, FL 33040

LIZ ERNEST AND ELIZABETH  
3711 PEARLMAN CT  
KEY WEST, FL 33040

HOEFFER TIMOTHY M AND CINDY S  
3613 NORTHSIDE CT  
KEY WEST, FL 33040

ROBINSON WILLIAM SANDS JR  
3616 NORTHSIDE COURT  
KEY WEST, FL 33040

GOODRICH DORIA  
3716 NORTHSIDE DR  
KEY WEST, FL 33040

WEEKLEY ALTON L AND BEVERLY  
D  
3709 PEARLMAN TER  
KEY WEST, FL 33040

MCCAIN SHANNAN AND DAVID  
3720 DONALD AVE  
KEY WEST, FL 33040

MANNIX-LACHNER ANNALISE  
3739 PAULA AVE  
KEY WEST, FL 33040

ERICKSON RANDY G AND DEBORAH  
K  
3800 CINDY AVE  
KEY WEST, FL 33040

STRUNK LAWRENCE E  
P O BOX 1199  
KEY WEST, FL 33041

RENIER CHARLES H AND LEAH  
3820 EAGLE AVE  
KEY WEST, FL 33040

CITIGROUP MORTGAGE LOAN  
TRUST SERIES 2005-OPT4  
6501 IRVINE CENTER DR  
IRVINE, CA 92618

NEEDHAM COLLEEN AND GREG  
1120 20TH ST  
KEY WEST, FL 33040

RODRIGUEZ DORA  
3612 NORTHSIDE COURT  
KEY WEST, FL 33040

WEINHOFER JOHANNAH D  
1010 18TH TER  
KEY WEST, FL 33040

WARDLOW TARA MARIE  
4141 EAGLE AVE  
KEY WEST, FL 33040

DION COMMERCIAL PROPERTIES  
LLC  
638 UNITED ST  
KEY WEST, FL 33040

CERTIFICATEHOLDERS CWMBS  
7105 CORPORATE DRIVE  
PLANO, TX 75024

MENENDEZ MIGUEL A AND LORI E  
1210 20TH ST  
KEY WEST, FL 33040

HUFF LUANN  
1312 20TH TER  
KEY WEST, FL 33040

CZAPLICKI EDWARD R  
3715 PEARLMAN CT  
KEY WEST, FL 33040

LIZ MIGUEL M  
1308 20 TERRACE  
KEY WEST, FL 33040

KNOWLES CLEVELAND CURTIS III  
AND MERCEDES  
1328 20TH TER  
KEY WEST, FL 33040

JOSEPHSON ROGER AND RODZIAH  
1014 18TH TER  
KEY WEST, FL 33040

HANKAMP CAROL J  
3836 DUCK AVE  
KEY WEST, FL 33040

HAYASHI RAMONA  
1317 20TH ST  
KEY WEST, FL 33040

PALKA ALLEN M AND MELODY A  
3637 NORTHSIDE CT  
KEY WEST, FL 33040

CARDENAS ROBERT H AND  
DEBORAH S H/W  
917 EATON ST  
KEY WEST, FL 33040

WILLIAMS DAVID AND LOUANNA  
24 AMARYLLIS DR  
KEY WEST, FL 33040

PUMAR ROSEMARY  
1208 20TH TER  
KEY WEST, FL 33040

ROBINSON WILLIAM SANDS JR &  
3616 NORTHSIDE CT  
KEY WEST, FL 33040

LIMBERT RAY D & EVA  
3820 DUCK AVENUE  
KEY WEST, FL 33040

SINGH ESHRI AND GULSAN  
3832 DUCK AVE  
KEY WEST, FL 33040

CARBONELL JOHN W III  
1323 20TH TERR  
KEY WEST, FL 33040

WELLS STEVEN S AND DENISE M  
3621 NORTHSIDE CT  
KEY WEST, FL 33040

SANCHEZ HORACIO AND LORRAINE  
E  
1104 20TH ST  
KEY WEST, FL 33040

SAWYER NORMA A TRUSTEE  
1314 JOHNSON ST  
KEY WEST, FL 33040

GUIEB JOHN J SR AND LISA A  
3613 NORTHSIDE DR  
KEY WEST, FL 33040

KNOWLES ALFRED LOUIS III AND  
CHRISTINE ELIZABETH  
1216 20TH TER  
KEY WEST, FL 33040

MARTINEZ IRENIO  
3800 DUCK AVE  
KEY WEST, FL 33040

QUINN RAYMOND J  
3805 EAGLE AVE  
KEY WEST, FL 33040

HOWARD TODD  
3829 EAGLE AVE  
KEY WEST, FL 33040

FOLTZ LARRY JR AND KRISTINE  
908 18TH TER  
KEY WEST, FL 33040

ECCHER STEVEN CHARLES  
3808 DONALD AVENUE  
KEY WEST, FL 33040

TAYLOR LINCOLN F ESTATE  
1223 20TH TER  
KEY WEST, FL 33040

LEE DONALD J JR  
1118 20TH ST  
KEY WEST, FL 33040

CURRY GREGORY A & SYLVIA A  
1201 19TH TERRACE  
KEY WEST, FL 33040

CSOMBOK CARY H  
3707 PEARLMAN TERRACE  
KEY WEST, FL 33040

TORANO JOHN D  
1325 20TH STREET  
KEY WEST, FL 33040

MALGRAT KIMERLIE A GRIZZEL  
AND MICHAEL LEE SR  
1018 18TH TER  
KEY WEST, FL 33040

LABRADA PATRICK G AND TERRI L  
15 EMERALD DR  
KEY WEST, FL 33040

MCDOWELL MATTHEW  
1333 20TH STREET  
KEY WEST, FL 33040-4503

WINTERS LAWRENCE I  
3801 EAGLE AVE  
KEY WEST, FL 33040

RODRIGUEZ YUNIOR  
1205 19TH TER  
KEY WEST, FL 33040

PEREZ JOE L & JOYCE  
3625 NORTHSIDE COURT  
KEY WEST, FL 33040

PAEZ ORLANDO AND MARIA  
3809 CINDY AVE  
KEY WEST, FL 33040

SNELL WILLIAM B AND LINDA M  
3800 DONALD AVE  
KEY WEST, FL 33040

KOLHAGE DANNY L TRUST AGREE  
UTD 12/7/2004  
1204 20TH TER  
KEY WEST, FL 33040

CASTILLO LILLA  
1212 20TH TERR  
KEY WEST, FL 33040

GARTENMAYER ERIC AND  
MILAGROS  
1205 20TH TERR  
KEY WEST, FL 33040

WELLS STEVEN S AND DENISE M  
3621 NORTHSIDE CT  
KEY WEST, FL 33040

ALBURY JOSEPH AND KIMBERLY  
3618 NORTHSIDE DR  
KEY WEST, FL 33040

JAYCEE'S CLUB OF  
PO BOX 2202  
KEY WEST, FL 33040

LEONARD DEBRA LYNN R  
3629 NORTHSIDE DR  
KEY WEST, FL 33040

YOUNT JAMES R AND LAVONDA S  
3700 NORTHSIDE DRIVE  
KEY WEST, FL 33040

CHELEKIS MICHAEL S AND DENISE  
3749 DUCK AVE  
KEY WEST, FL 33040

DEUTSCHE BANK NATIONAL TRUST  
COMPANY  
4840 COX RD  
GLEN ALLEN, VA 23060

LETO MICHAEL A AND BETH P  
3742 PAULA AVE  
KEY WEST, FL 33040

ARNOLD LEWIS D & CLAUDINA P  
1209 20TH STREET  
KEY WEST, FL 33040

BOND ADRIANNE  
1207 19TH TER  
KEY WEST, FL 33040

LEE THOMAS B AND YVETTE  
ESQUINALDO  
3728 DONALD AVE  
KEY WEST, FL 33040

VILA NATIVIDAD  
1324 20TH TER  
KEY WEST, FL 33040

SAWYER CHARLES D SR AND  
BELINDA I  
3712 NORTHSIDE DR  
KEY WEST, FL 33040

WYKER WALTER J AND MARTHA R  
3711 PEARLMAN TER  
KEY WEST, FL 33040

LIMBERT RAY D AND EVA M  
3820 DUCK AVE  
KEY WEST, FL 33040

MARSHALL KATHLEEN E  
3740 DUCK AVE  
KEY WEST, FL 33040

MACIBOBA WILLIAM G AND LEILA  
M  
3815 DUCK AVENUE  
KEY WEST, FL 33040

GILMORE JAMES  
3831 DUCK AVENUE  
KEY WEST, FL 33040

MAGAL IDAN  
3839 DUCK AVE  
KEY WEST, FL 33040

BLACKWELL CURRY RICHARD JR  
P O BOX 4125  
KEY WEST, FL 33041

FLYNN DEBRA S  
1010 KENNEDY DR  
KEY WEST, FL 33040

PIERCE PHILLIP D AND MARIA E  
4113 EAGLE AVE  
KEY WEST, FL 33040

MILLER DOUGLAS H  
1300 SOUTH ROOSEVELT BLVD  
KEY WEST, FL 33040

RAMIREZ ARTURO JR AND GINA  
1205 20TH ST  
KEY WEST, FL 33040

MARTINEZ ELIZABETH  
1305 20TH TER  
KEY WEST, FL 33040

HILL RUTH K REV TR  
4802 OLD WILLIAM PENN HWY  
EXPORT, PA 15632

MCKEON EDWARD J III  
1203 20TH TER  
KEY WEST, FL 33040

KOLHAGE DANIEL L AND KRISTINE  
C  
1219 20TH TER  
KEY WEST, FL 33040

GERBRACHT JAMES J & ADELE W  
3741 EAGLE AVE  
KEY WEST, FL 33040

KAPAKOS BETTY  
1549 S E 13 STREET  
FORT LAUDERDALE, FL 33316

RYAN LOIS M DEC TR 6/8/2000  
3608 NORTHSIDE CT  
KEY WEST, FL 33040

MERCADO PEDRO AND MERIDE  
913 18TH TER  
KEY WEST, FL 33040

MCPHERSON MORGAN J AND  
CHRISTINA A  
3720 NORTHSIDE DR  
KEY WEST, FL 33040

VALDEZ NANCY L/E  
3705 PEARLMAN TERRACE  
KEY WEST, FL 33040

PEREZ ANGEL JR & PEREZ ANGEL SR  
&  
2930 FLAGLER AVE  
KEY WEST, FL 33040

GOLDSTEIN RONNIE  
3740 CINDY AVE  
KEY WEST, FL 33040

MCLAUGHLIN DAVID LEE AND  
PAMELA ANN  
3812 CINDY AVE  
KEY WEST, FL 33040

JOHNSON JOHN A  
3713 PEARLMAN TER  
KEY WEST, FL 33040

QUESADA MARIA DEL CARMEN  
3800 NORTHSIDE DRIVE  
KEY WEST, FL 33040

SCHONECK DAN H AND SYLVIA S  
1020 18TH TERRACE  
KEY WEST, FL 33040

GAMMON MARTHA E  
3738 DONALD AVENUE  
KEY WEST, FL 33040

HENKEL ROBERT K  
5196 OVERSEAS HWY  
MARATHON, FL 33050

CONFIDENTIAL DATA F.S. 119.07

HACKNEY RODNEY  
3718 BULOVA PLACE  
FAYETTEVILLE, NC 28301

YOEST BRIAN R AND SHANA RENE  
1213 20TH TER  
KEY WEST, FL 33040

BOYD RAE R  
3802 EAGLE AVE  
KEY WEST, FL 33040

DENDY PAMELA A &  
808 S LONG BEACH AVE  
FREEPORT, NY 11520

AVANT OMIS HUGH AND BEVERLY  
JOANN  
2058 BUCKNER ST  
STARKVILLE, MS 39759

BRANSON FRANK L AND DEBBIE D  
6920 TURTLE CREEK BLVD  
DALLAS, TX 75205

KEY WEST COCONUT MALLORY  
RESORT INC  
PO BOX 12967  
NEWPORT NEWS, VA 23612

PARRA DANIEL AND DARCI  
3718 PEARLMAN TER  
KEY WEST, FL 33040

WRIGHT SEAN TERRANCE AND  
KIMBERLY  
3713 PEARLMAN CT  
KEY WEST, FL 33040

KEY WEST COCONUT MALLORY  
RESORT INC  
PO BOX 12967  
NEWPORT NEWS, VA 23612

HARDEN MARC AND SHERI  
3832 EAGLE AVE  
KEY WEST, FL 33040

DOT/ST.OF FL  
TRANSPORTATION)  
TALLAHASSEE, FL 32399

STATE OF FLORIDA

MELLONCAMP KEVIN &  
324 WILLIAM ST  
KEY WEST, FL 33040

GLOSSMANN RUDOLF  
3 CASA ROMA LN  
KEY WEST, FL 33040

KEY WEST COCONUT MALLORY  
RESORT INC  
PO BOX 12967  
NEWPORT NEWS, VA 23612

KEY WEST COCONUT MALLORY  
RESORT INC  
PO BOX 12967  
NEWPORT NEWS, VA 23612

KEY WEST COCONUT MALLORY  
RESORT INC  
PO BOX 12967  
NEWPORT NEWS, VA 23612

KEY WEST COCONUT MALLORY  
RESORT INC  
PO BOX 12967  
NEWPORT NEWS, VA 23612

KEY WEST COCONUT MALLORY  
RESORT INC  
PO BOX 12967  
NEWPORT NEWS, VA 23612

KEY WEST COCONUT MALLORY  
RESORT INC  
PO BOX 12967  
NEWPORT NEWS, VA 23612

LYON DAUN E  
282 NORTH PINE CREEK RD  
FAIRFIELD, CT 06824-4922

SLINGBAUM LISA A AND JOEL  
2807 POINCIANA CIR  
COOPER CITY, FL 33026-3707

KEY WEST COCONUT MALLORY  
RESORT INC  
PO BOX 12967  
NEWPORT NEWS, VA 23612

KEY WEST COCONUT MALLORY  
RESORT INC  
PO BOX 12967  
NEWPORT NEWS, VA 23612

KEY WEST COCONUT MALLORY  
RESORT INC  
PO BOX 12967  
NEWPORT NEWS, VA 23612

BUTASH ANISA  
5 JODHPUR CT  
TINTON FALLS, NJ 7753

EATON RITA G  
1435 S ROOSEVELT BLVD  
KEY WEST, FL 33040

CORAL SUNSET LLC  
2071 TANGLEWOOD LANE  
DELAND, FL 32720

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

WILLIS GUY A AND KIM S  
2432 FLAGLER AVE  
KEY WEST, FL 33040

KEY WEST COCONUT MALLORY  
RESORT INC  
PO BOX 12967  
NEWPORT NEWS, VA 23612

KEY WEST COCONUT MALLORY  
RESORT INC  
PO BOX 12967  
NEWPORT NEWS, VA 23612

KOHP LLC  
3718 NORTH ROOSEVELT BLVD  
KEY WEST, FL 33040

KOHP LLC  
3718 NORTH ROOSEVELT BLVD  
KEY WEST, FL 33040

R P S G HOLDINGS LLC  
101925 OVERSEAS HWY  
KEY LARGO, FL 33037

R P S G HOLDINGS LLC  
101925 OVERSEAS HWY  
KEY LARGO, FL 33037

EWR CONDOMINIUM LLC  
35 E WALKER DR  
CHICAGO, IL 60601

TERRANOVA CARL AND JING NUI  
52 CHERYLL LN  
OLD TAPAN, NJ 7675

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

KOHP LLC  
3718 NORTH ROOSEVELT BLVD  
KEY WEST, FL 33040

H TRY LLC  
815 PEACOCK PLAZA  
KEY WEST, FL 33040

KOHP LLC  
3718 NORTH ROOSEVELT BLVD  
KEY WEST, FL 33040

KOHP LLC  
3718 NORTH ROOSEVELT BLVD  
KEY WEST, FL 33040

OPTIONS OPEN LLC  
3029 N ROOSEVELT BLVD #4  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

KNIGHT EDWARD B  
P O BOX 974  
KEY WEST, FL 33041

SPOTTSWOOD HOTELS INC  
506 FLEMING ST  
KEY WEST, FL 33040

KOHP LLC  
3718 NORTH ROOSEVELT BLVD  
KEY WEST, FL 33040

DONATELLI DONALD AND  
CATHERINE M  
21947 CREVELING RD  
COCHRANTON, PA 16314

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

HANSEN THOMAS H AND DEANNA  
29 LAWRENCE LN  
BAYSHORE, NY 11706

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

BEACHSIDE 516 LLC  
23 ASTER TER  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

BLUE ISLANDER INVESTMENTS LLC  
1135 PHOENIXVILLE PIKE  
WEST CHESTER, PA 19380

BEACHSIDE KEY LLC  
2026 S QUEEN ST  
YORK, PA 17403

PARADISE BEACHSIDE LLC  
2155 OCEANVIEW DR  
TIERRA VERDE, FL 33715

KOHP LLC  
3718 NORTH ROOSEVELT BLVD  
KEY WEST, FL 33040

KOHP LLC  
3718 NORTH ROOSEVELT BLVD  
KEY WEST, FL 33040

KOHP LLC  
3718 NORTH ROOSEVELT BLVD  
KEY WEST, FL 33040

KOHP LLC  
3718 NORTH ROOSEVELT BLVD  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

KEY WEST PITA LLC  
21220 CENTER RIDGE RD  
ROCKY RIVER, OH 44116

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

FULLER NORMAN C  
P O BOX 5282  
KEY WEST, FL 33045

BEACHSIDE 325 LLC  
200 FRONT ST  
KEY WEST, FL 33040

M-D INVESTMENTS LLC  
1109 EATON ST  
KEY WEST, FL 33040

FELTS MARK R  
1595 HARBOR DR  
MARATHON, FL 33050

PARKER REV TR 10-01-2006  
53 CORAL WAY  
KEY WEST, FL 33040

ZAMPARDO MARK E  
839 W LILL  
CHICAGO, IL 60614

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

AVA CONDOMINIUM LLC  
401 N MICHIGAN AVE  
CHICAGO, IL 60611

MARANDINO MARK E AND  
LAURALEE  
5901 MAGGIORE ST  
CORAL GABLES, FL 33146

COBO JONES BEACHSIDE, LLC  
1501 FLORIDA STREET  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

BEACHSIDE 531 LLC  
1102 WHITE STREET  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

BEACHSIDE JAMM, LLC  
2910 KERRY FOREST PKWY  
TALLAHASSEE, FL 32309

REYNOLDS DANIEL J AND LINDA  
P O BOX 858  
OTTAWA, IL 61350-0858

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

KIER VANCE W AND JOAN  
3724 FLAGLER AVE  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

FAVIER ERIC  
A26 12TH AVENUE  
KEY WEST, FL 33040

635 BEACHSIDE LLC  
30 CALLE UNO  
KEY WEST, FL 33040

REHM ALFRED F JR  
115 RIVESIDE AVE  
MOREHEAD CITY, NC 28557

HALLY JOHN R JR  
28566 ARICA RD  
SUMMERLAND KEY, FL 33042

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

PROTECTION PLUS OF THE FLORIDA  
KEYS INC  
5450 MCDONALD AVE #5  
KEY WEST, FL 33040

TBT LLC  
33 CALLE UNO  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

BEACHSIDE SUNSET LLC  
1201 ASHBY ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

HALTERMAN-REYNOLDS LLC  
4105 PROGRESS DR  
OTTAWA, IL 61350

MODDY DONNA J  
1328 SOUTH ST  
KEY WEST, FL 33040

MA PETER  
13717 MILLS AVE  
SILVER SPRING, MD 20904

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

M-D INVESTMENTS LLC  
1109 EATON ST  
KEY WEST, FL 33040

LOCKWOOD DALE ALLEN  
311 MARGARET ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

BEACH 316 LLC  
8 CALLE DOS  
KEY WEST, FL 33040

FRANK NANCE S  
1717 GEORGE ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SUNSET VENTURES LLC  
835 MT MORO RD  
VILLANOVA, PA 19085

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

HALTERMAN JERRY AND RMOALYN  
2011 CATON RD  
OTTAWA, IL 61350

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

KW331, LLC  
PO BOX 716  
HARRISON, NY 10528

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

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SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

BAIRD J RANDALL  
8727 PURSLANE DR  
NAPLES, FL 34109

ERICKSON MARLYN G  
1002 MAIN ST  
RAPID CITY, SD 57701

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

KEY WEST V LLC  
3501 DETROIT AVE  
CLEVELAND, OH 44133

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

ODOM HARRELL II  
5025 HILL PLACE DR  
NASHVILLE, TN 37205

ZINTSMaster MATTHEW W AND  
WENDY L  
44 CORAL WAY  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

GRACE KOSTICK LLC  
1821 SW 51TH TER  
PLANTATION, FL 33317

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SILVERSUN CORP  
12900 150 CT N  
JUPITER, FL 33478

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

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506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

LONE PALM GRAIG III LLC  
896 CORPATE WAY  
WASTLAKE, OH 44145

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

MARQUETTE ROBERT L  
2241 MOCKINGBIRD RD  
HARRISBURG, PA 17112

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

SH5 LTD  
506 FLEMING ST  
KEY WEST, FL 33040

To: Planning Board Re: Spottswood Hotel Inc

DEC 18 2008

Hearing Thur. dec. 18 2008

DEC 18 2008

Project 3852, 3850 thru 3800 6m  
N. Roosevelt Blvd.

From Donna T Amato owner 3816 Cindy Ave  
Ramona Black owner 3820 Cindy Ave

We hereby state: We are against opening our end  
of Cindy Ave. for truck and construction traffic.

for the project. Believe 8ft or higher concrete  
fence should <sup>(must!)</sup> be built to separate the surrounding  
neighborhood that backs into this project before it  
starts. Want written in writing assurance. Legal.

I have lived on this street 12 yrs and Ramona for  
over 50. The fence that divides Cindy Ave from the  
parking lot of the Jays Inn and Ramona's fence  
are in shambles: from Jays Inn customers + possibly  
employees backing into and climbing over, falling down  
Barbara from code enforcement called only a few weeks  
ago and nothing has been done - still. If this is the  
way this property and its management team work now,  
No response to valid complaint - we don't want to see  
what will happen when a big project gets going.  
Ours is a quiet family neighborhood w/ children and pets  
Please do not allow. Thank you  
this disruption here. Best Regards  
Donna T Amato  
Ramona Black