

## Inter-local Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between MONROE COUNTY, a political subdivision of the State of Florida (County or Grantor) and the **City of Key West** a Government organized and operating under the laws of the state of Florida (Grantee).

WHEREAS, the district pennies of Tourist Development Tax may be used to acquire, construct, extend, enlarge, remodel, repair or improve, convention centers, sports stadiums, sports arenas, coliseums, auditoriums, aquariums, fishing piers, museums, zoological parks, nature centers, beach improvements and beach park facilities which are publicly owned and operated or owned and operated by not-for-profit corporations, and

WHEREAS, Grantee has applied to TDC District I for funding for the Truman Waterfront Park Amphitheater and Public Parking project; and

WHEREAS, the Grantor and Tourist Development Council (TDC) have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to attract tourists, and construct the property for use as a coliseum and auditorium open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. **GRANT AGREEMENT PERIOD.** This agreement is for the period of **October 16, 2013 through to September 30, 2016**. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below.

2. **SCOPE OF AGREEMENT.** The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and labor required to complete the Truman Waterfront Park Amphitheater and Public Parking project. Segment(s) of the work is/are more particularly described in Exhibit(s) A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. **Anything not referenced within exhibit A will not be reimbursed.** All work for which grant funds are to be expended must be completed by the stated termination date of **September 30, 2016** and all invoices pertaining to this project shall be submitted to the Finance Department of Monroe County no later than **September 30, 2016** to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with

this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be Bob Vitas, City Manager, 3132 Flagler Ave, Key West, FL 33040 (email: [bvitas@keywestcity.com](mailto:bvitas@keywestcity.com) /Tel: (305) 809-3888). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should Grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

(i) A Grantee which is a governmental entity shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows. For work expected to be under \$50,000, the not-for-profit shall document in the file two written quotes or a notarized statement as to why such written quotes were not feasible for the goods or services. For work expected to be \$50,000 or more, a competitive bid process must be performed following Monroe County's procurement policies and procedures must be followed, unless the commodities or services will be provided by a "sole source" provider, in which case the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is the only source for the commodities or services.

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary, required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. **AMOUNT OF AGREEMENT AND PAYMENT.** The Grantor shall provide an amount not to exceed **\$2,000,000 (TDC District I funding)** (no in-kind funding was noted within the application for this project) for materials and services used to construct the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 50% (fifty percent) reimbursement from Grantor. Payment shall be 50% (fifty percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, AIA Document G702 or similar certification as required below for governmental entities and not-for-profit entities, invoices, canceled checks and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, realty or personally, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division and to arrange for inspections upon the completion of each segment. The documentation needed to support the payment request shall be in the form necessary for submission and available to the County Engineer at the time of inspection. All submissions for payment shall have a proposed schedule of values for segment(s) and indicate the percentage of completion of the overall project as of the submission. This document should be signed by the project architect, engineer, general contractor or project manager. Photos of the progress of the work shall also be submitted with the payment application. It shall be the responsibility of the project architect, engineer, general contractor or project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection(s) of the segment of the project. All submissions requesting payment shall be approved in writing, and signed, by the Monroe County Engineering Division as to the completion of the segment of the project for which payment is requested. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual. Grantee shall also provide partial releases of liens or certifications of non-lien if applicable. Grantor shall retain 10% of any payment on work in progress until the Grantee has provided a Final Release of Lien for each vendor/Contractor for whom payment is requested. For projects exceeding \$50,000 in TDC funding under this agreement, final payment will not be made until the following documents are complete and submitted to the Grantor:

AIA Document	G-704	Certificate of Substantial Completion
AIA Document	G-706	Contractor's Affidavit of Debts & Claims
AIA Document	G-706A	Contractor's Affidavit of Release of Liens
AIA Document	G-707	Consent of Surety to Final Payment (when applicable)
Final Release of Lien or Affidavit and Partial Release of Lien		

For projects for which TDC funding under this agreement is \$50,000 or less, the AIA documentation is not required, but sufficient documentation must be submitted to County to provide similar assurances that the work has been completed and contractors/suppliers paid.

All payment requests must be submitted no later than the completion of project of **September 30, 2016**. Invoices received after **September 30, 2016** will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices, bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project architect, engineer, general contractor or project manager. The receipt and application to the project of volunteer labor are to be documented and verified by notarized signature of the project architect, engineer, general contractor, or project manager, and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement kit provided to the Grantee, listing the schedule of values which are sought to be reimbursed and shall indicate the percentage of completion of the overall project as of the submission. This document should be signed by the project architect, engineer, general contractor or project manager.

Photographs showing progress on project shall be included in any payment request. The Project Manager shall certify delivery to the project site and installation therein of any goods or services provided other than through an architect, engineer or contractor. All work performed and goods received on site and incorporated into the project shall be verified by one of the foregoing. Submission of any documentation which is untrue, falsified, or otherwise misrepresents the work which has been completed, paid, or donated shall constitute a breach of agreement, for which breach the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) Grantee must submit all documentation for final payment on or before the termination date of this grant of **September 30, 2016**. Invoices received after **September 30, 2016** will not be considered for payment.

d.) At any time that the documentation requirement policies of Monroe County are revised, such as to require annual inventory reports for equipment purchased under a TDC capital project grant, Grantee shall comply thereafter with such increased requirements, or further funding under the agreement may be terminated by County.

e.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the uses and purposes which qualified the Grantee for tourist development tax funding. Grantee shall complete and sign a Property Reporting Form (provided within payment/reimbursement package) for personal property and forward said completed form with the appropriate invoice to the TDC Administrative Office. Real property acquired or improved through funding under this agreement shall remain dedicated for the purposes set forth herein or for other purposes which promote tourism and ownership of said property shall be retained by the Grantee. The following terms shall apply:

(i) The Grantee shall have the use of the property, including both realty and personally acquired with funding under this agreement, at the project site for so long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local government or another not-for-profit organization which is a facility for which tourist development taxes may be used pursuant to Florida Statute with prior approval from TDC and BOCC.

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b) demolishes the project facility or divests itself of ownership or possession of the real property, or (c) ceases the use of the property with a primary purpose of promoting tourism, Grantee shall, pursuant to the formula set forth hereafter, refund to the County the Tourist Development funding. This provision shall survive the termination date of all other provisions of this contract for a period of ten years. Should the demolition, transfer of ownership, or change to a non-tourist related purpose occur after the facility has been used for tourist-related purposes for at least three (3) years, the amount of refund shall be pro-rated based on a useful life of ten (10) years.

(iii) The Grantee is responsible for the implementation of adequate maintenance procedures to keep the real and personal property in good operating condition.

(iv) The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, real or personal property or equipment purchased through funding under this agreement.

4. **RECORDS AND REPORTS.** The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal property and equipment purchased under this agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

a.) **Public Access.** The County and Grantee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Grantee in conjunction with this agreement; and the County shall have the right to unilaterally cancel this agreement upon violation of this provision by Grantee.

5. **MODIFICATIONS AND AMENDMENTS.** Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

6. **INDEPENDENT CONTRACTOR.** At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

a.) **No Personal Liability.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this agreement or be subject to any personal liability or accountability by reason of the execution of this agreement.

7. **COMPLIANCE WITH LAW.** In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. **RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT.** The Grantee shall include in all agreements funded under this agreement the following terms:

a.) **Anti-discrimination.** Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b.) **Anti-kickback.** Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the Project.

c.) **Hold harmless/indemnification.** Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence or criminal conduct on the part of Contractor in the performance of the terms of this agreement. The Contractor shall immediately give notice to the County of any suit, claim or action made against the Contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) **Insurance.** Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that

results from performance by Contractor of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Contractor shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers Compensation insurance as required by Florida Statutes.
2. Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence for bodily injury, personal injury and property damage.
3. Comprehensive Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The Contractor, the County and the TDC shall be named as additional insured, exempt workers compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, Contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage's are in effect.

e.) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, County or City.

f.) Right to Audit. The Contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. **HOLD HARMLESS/INDEMNIFICATION.** The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Grantee in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

b.) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

10. NONDISCRIMINATION. County and Grantee agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Grantee agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this agreement.

11. ANTI-KICKBACK. The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. TERMINATION. This agreement shall terminate on **September 30, 2016**. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow

the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. **TERMINATION FOR BREACH.** The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. **GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.** This agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) **Venue.** In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

b.) **Severability.** If any term, covenant, condition or provision of this agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this agreement would prevent the accomplishment of the original intent of this agreement. The County and Grantee agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

c.) **Attorney's Fees and Costs.** The County and Grantee agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

d.) **Adjudication of Disputes or Disagreements.** County and Grantee agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement or by Florida law. This agreement shall not be subject to arbitration.

e.) **Cooperation.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, County and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. County and Grantee specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement.

16. **ETHICS CLAUSE:** Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Grantee warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

a.) **Covenant of No Interest.** County and Grantee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and that only interest of each is to perform and receive benefits as recited in this agreement.

b.) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

17. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this document grantee warrants that it is in compliance with this paragraph.

18. AUTHORITY: Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee, and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. LICENSING AND PERMITS: Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, County or City.

20. INSURANCE: Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers Compensation insurance as required by Florida Statutes.
2. Commercial General Liability Insurance with minimum limits of \$500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be \$250,000 per Person \$500,000 per occurrence \$50,000 property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers compensation. The policies shall provide no less than 30 days' notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR
- Certified copy of the actual insurance policy, OR
- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Maria Slavik at (305) 295-3178 for details (Certificates can be e-mailed directly from the insurance agency to: [Slavik-Maria@MonroeCounty-FL.Gov](mailto:Slavik-Maria@MonroeCounty-FL.Gov) – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Maxine Pacini at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder and additional Insured for this contract (certificate only for worker's compensation coverage). Insurance information should be mailed to:

Monroe County Board of County Commissioners  
c/o Risk Management  
P.O. Box 1026  
Key West, FL 33041

21. NOTICE. Any notice required or permitted under this agreement shall be in writing and had delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Grantee: Bob Vitas, City Manager  
3132 Flagler Ave  
Key West, FL 33040

For Grantor: Lynda Stuart  
Monroe County Tourist Development Council  
1201 White Street, Suite 102  
Key West, FL 33040

**and**

Cynthia Hall, Asst. County Attorney  
P.O. Box 1026  
Key West, FL 33041-1026

22. **CLAIMS FOR FEDERAL OR STATE AID.** Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

23. **NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES.** This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. **NON-RELIANCE BY NON-PARTIES.** No person or entity shall be entitled to rely upon the terms, or any of them, of this agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Grantee agree that neither the County nor the Grantee or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this agreement.

25. **ATTESTATIONS.** Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. **NO PERSONAL LIABILITY.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this agreement or be subject to any personal liability or accountability by reason of the execution of this agreement.

27. **FORCE MAJEURE.** The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner or any act of any governmental authority which prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project

*Truman Waterfront Park  
FY 2014 Funding  
Contract ID#: 1212*

is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated shall not constitute a breach of the agreement; however, the BOCC shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or BOCC, the Grantee must furnish evidence of the causes of such delay or failure. BOCC shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

28. EXECUTION IN COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

29. SECTION HEADINGS. Section headings have been inserted in this agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this agreement and will not be used in the interpretation of any provision of this agreement.

30. MISCELLANEOUS: As used herein, the terms "contract" and "agreement" shall be read interchangeably.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)  
Attest: Amy Heavilin, Clerk

Board of County Commissioners  
of Monroe County

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor/Chairman

(CORPORATE SEAL)  
Attest:

City of Key West

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OR TWO WITNESSES (only necessary when Mayor does NOT sign)**

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(1) \_\_\_\_\_  
Print Name

(2) \_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

*Cynthia L. Hall*  
\_\_\_\_\_  
CYNTHIA L. HALL

ASSISTANT COUNTY ATTORNEY  
Date 7-15-2013

Truman Waterfront Park  
FY 2014 Funding  
Contract ID#: 1212

# EXHIBIT A

**NAME OF ENTITY:** City of Key West  
**NAME OF PROJECT:** Truman Waterfront Park Amphitheater and Public Parking

NUMBER OF SEGMENTS TO PROJECT: 1

**Note:** *County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.*

<p>Segment #: <u>1</u></p> <p><u>Description:</u> Materials, equipment and labor (contractor fees), required to complete:</p> <ul style="list-style-type: none"> <li>• Design Development</li> <li>• Amphitheater Site Work including outdoor lawn space</li> <li>• An elliptical shaped one story amphitheater building to seat 250 persons; with dressing rooms; storage; loading; bathrooms; concession area; ticketing spaces</li> <li>• Public Parking for approximately 67 vehicles</li> </ul> <p>(A general description about the intended work dated June 2013, is attached hereto for reference only – see Exhibit B)</p> <p>(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)</p>	<p style="text-align: right;"><u>Total Cost: \$6,982,062</u></p> <p><b>In-Kind:</b> No in-kind will be used towards reimbursement of this project.</p> <p style="text-align: right;"><u>TDC portion: \$2,000,000</u></p>
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## Truman Amphitheater

June 2013

The overall vision of the Open-Air Truman Amphitheater is to create a one of a kind experience for a variety of outdoor events & venues for both the residence of Key West and tourists alike. The Amphitheater is designed to offer a wide array of small performances such as jazz, dance, chamber music, theater, pop music, and family events year round. The design includes a dynamic elliptical structure that is carefully integrated into the parks landscape and shaped terrain so that building and landscape become one.

The elliptical shaped one story amphitheater building houses both the outdoor stage along with a series of back of house functions including dressing rooms, storage, loading, bathrooms for both the general public and performers as well as concession and ticketing spaces. The amphitheater building totals approximately 4,000 square feet; 1,200 square feet dedicated to the stage and 2,800 square feet dedicated to all back of house / support spaces.

The roof consists of an elliptical sloped "disk" that overhangs beyond the building's footprint supported by a ring of cantilevered steel beams. This offers a column free stage and support area to maximize spatial and functional flexibility. The stage is approximately 3 feet above grade and the overall roof structure is no higher than 35 feet. To pay homage to the rich Naval history at the Truman Waterfront Park, there are (3) three "conning tower" supports that rise above the roof carrying both flap poles and rods to support the roof.

Directly in front of the stage is 250 fixed seats that are slightly depressed from the open lawn to insure unobstructed views no matter where you are sitting or standing.

The building has been carefully placed between a gentle curving "green wall" and the open seating lawn which is bounded by a curved landscaped berm. Both the green wall and berm "encapsulate" the overall amphitheater which functionally provides both sound and crowd control while giving a sense of privacy and intimacy to the overall experience.

The green wall "hugs" the backside of the amphitheater building and becomes a functional "green wall" with openings for ticketing and food & beverages concessions. Beyond the building the green wall becomes the primary entrance into the open seating lawn and berm, shutting out the adjacent street and parking lots.

The Truman Park Theater is designed to provide an opportunity for a wide range of events from small high school and community events to larger live entertainment and performance venues attracting both tourists and locals from a regional base.

**APPLICATION FOR CAPITAL PROJECT FUNDING**

**This application is to request funding from the following District(s):**

- District I:** Key West - (shall encompass the city limits of Key West)
- District II:** Lower Keys - (city limits of Key West to West end of Seven Mile Bridge)
- District III:** Marathon – (west end of Seven Mile Bridge to Long Key Bridge)
- District IV:** Islamorada - (between Long Key Bridge and Mile Marker 90.939)
- District V:** Key Largo - (from Mile Marker 90.940 to the Dade/Monroe County line and any portions of mainland Monroe County)

**APPLICANT ORGANIZATION:** City of Key West  
(Registered business name exactly as it appears on [www.sunbiz.org](http://www.sunbiz.org)).

**DESIGNATED PROJECT CONTACT PERSON**

(Please note that the TDC Administrative Office conducts most of its correspondence, including contract and reimbursement material by email, so the person listed below should be able to accept responsibility for receipt of this information).

Name & Title: Bob Vitas, City Manager  
Telephone/mobile no: 305-809-3888  
E-mail: bvitas@keywestcity.com  
Address: 3132 Flagler Ave.  
Key West, Florida 33040

**TYPE OF APPLICANT:**     Non-Profit                       Governmental Entity

**PROJECT TITLE:** Truman Waterfront Park Amphitheater and Public Parking

**LOCATION OR ADDRESS OF PROJECT:** *Provide physical (postal service) address, RE# and legal description (lot, block, subdivision) and attach map.*

End of Southard Street, Key West, Florida 33040, Location of Old Truman Navy Base  
RE: 00001630-00100/000801/001100

**WHICH OF THE FOLLOWING APPLIES TO YOUR PROJECT?**

- Publicly owned and operated     Owned and operated by a non-profit organization
- Publicly owned and operated by a non-profit organization

**WHICH OF THE FOLLOWING BEST DESCRIBES YOUR PROJECT?**

- Convention Center     Sports Stadium     Sports Arena     Coliseum  
 Auditorium     Aquarium     Museum     Zoological Park  
 Nature Center     Fishing Pier     \*Beach or Beach Park Facility

**WHICH OF THE FOLLOWING APPLIES TO YOUR PROJECT?**

- Acquire     Construct     Extend     Enlarge     Remodel  
 Repair     Improve

**\*IF YOU CHECKED THE BOX FOR BEACH OR BEACH PARK FACILITY, WHICH OF THE FOLLOWING APPLIES?**

- Improvement     Re-nourishment     Restoration     Erosion control  
 Maintenance     Construct     Repair

**If the TDC/County requires a Conservation Easement Deed or mortgage note requiring repayment of TDC monies in the event of transfer of ownership or change in use of the premises, would you be agreeable to executing same?**

- Yes     No

Application is for 29 % of total funds to be obtained from all sources.

Has applicant received previous TDC assistance:     Yes     No  
If yes, please specify year, amount, and nature of project.

City of Key West has received substantial support from TDC since 1988. A complete list of these grants are included under Attachment # 1.

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List any previous grant-in-aid assistance received by the applicant or for the property from any government agency. Indicate year of award, amount, division which awarded the grant, and a brief description of the project assisted by each.

NO prior assistance for this specific project or property has been received. However the City has received numerous grants from the TDC in prior years for other projects. A complete list is included under Attachment #1.

For purposes of this application *no more than twenty-five (25%) percent of total project cost shall be of in-kind services and materials.* TDC requires confirmation in writing that project funds are in place at the time of this application for grant funds (see Performance Guarantee on page 3). Payment is a 50% reimbursement of the total cost of each segment of the project, subject to the cap on expenditures for that segment as set forth in the contract. Applicant must be prepared to pay the entire cost of segment in advance of seeking the 50% reimbursement. (The project may be broken down into 2 or 3 segments. When one segment is completed, reimbursement of 50% of that cost can be applied for through the TDC.)

a)	TDC funds requested:	Confirmed/Available Hard-Dollar funds	Confirmed In-kind Funds (Up to a maximum of 25% of project)	Total Project Cost
	\$2,000,000	\$6,982,062	\$-0-	\$6,982,062

- b) State source of resources for the project specified in this application:
- (i) Hard-dollar: City of Key West Budget, FY 2012/13, FY 2013/14 See Attachment # 2
  - (ii) In-kind: -0-

Projected in-kind services and goods shall be allocated the following values, subject to negotiation with TDC/County. List here all such anticipated values:

N/A

In the space below, write a brief description of the overall project:

The Amphitheater and Public Parking Lot is but one element of the Truman Waterfront Park Development Project Plan. The Amphitheater and associated parking lot are a part of this comprehensive 28.2 acre, \$30 million public waterfront facility. The Amphitheater will be a major tourist and entertainment venue for the City. The facility will accommodate thousands of visitors at each of the numerous activities, concerts, festivals and functions hosted during the year. The facility will have permanent seats for 250 guests and approximately 1,000 to 2,000 on the lawn.

In the space below write a list of specific items/services, **and** the dollar amount for each of those items/services that your requested TDC funds will be spent on:

The City is requesting the TDC fund 29% of the costs of Project. The specific elements are as follows:

-Design Development	\$ 739,176
-Amphitheater Building	\$1,585,452
-Amphitheater Site Work including outdoor seating area	\$2,556,474
-Public Parking Lot	\$ 785,917

Please refer to Attachment # 3 for complete Cost Estimates prepared by our consultants RIB U.S. Cost and Bermello, Ajamil & Partners, Inc.

**PROJECT DESCRIPTION**

1. Use:

a) Original use of structure and date of construction:

N/A This is for the construction of a new facility.

b) Modifications to the present date including date & description:

N/A

c) Present use:

New facility to be constructed on vacant land which is the former site of the Truman Navy Base.

d) Any other uses between original and present:

N/A

e) Proposed use:

Public Amphitheater on the Key West waterfront and the associated public parking lot. A wide range of community festivals, concerts, and events will be held year around, 365 days of the year and always available to the public. The facility will have 250 fixed seats and a lawn of 15,000 sq. ft. for additional guests.

f) Insert or attach photograph of existing site:

g) **Historic designation:** Indicate whether the property has been listed in the National Register, is located in a National Register district, is a locally designated historic landmark or is located in a locally designated historic district. If located within a historic district, provide the official name of the district. This information is available from the planning agency having jurisdiction over the property.

Property is NOT listed in the National Register.

All Capital projects funded by TDC shall be owned and operated by a governmental entity or non-profit organization. Applicant shall provide proof of property ownership or long-term lease for consideration of funding.

2. Ownership or other interest in property by applicant:

a) Official records reference for ownership documentation

b) If not owned by applicant, provide long-term lease of property and provide notarized consent letter from owner for use of property as outlined in this application

3. If proposed project calls for transfer of title of real property to County, two (2) current real estate appraisals and one (1) environmental assessment shall be provided. The TDC/County shall ascertain, prior to acceptance of any donation or prior to purchase, that the property will pose no environmental hazard or liability for same, to County. The TDC/County must also ascertain permissible governmental interest in the transfer of title. Indicate any such proposed title transfers here.

The City of Key West has been deeded title to the property by the U.S. Government, the U.S. Navy.

4. This paragraph applies only to an acquisition funding request, but you will still need to complete items 5 through 13, whether this is new construction or renovations, additions, or exhibits. The purchase amount shall not exceed the value of the property as determined by the average of two appraisals, or the average of the closest two appraisals if more than two are obtained. **NOTE: The maximum grant amount from tourist development revenue for an acquisition project shall not exceed 50% of the purchase amount.** Indicate the area of the property to be acquired in acres.

N/A

In evaluating applications for acquisition funding, an important consideration is the appropriateness of the size of the site to be acquired. Determinations of the appropriateness of site size will be made on a case-by-case basis and will depend on the characteristics for which the property is considered to be significant. Sufficient property should be acquired to assure that the historic relationship of a structure or archaeological site to its surrounding environment is preserved. However, it is important that no more property than is necessary to achieve established preservation objectives be included in the acquisition project application. As this factor is crucial to favorable consideration of your grant application and will have substantial impact on the cost of the required application documentation, we encourage prospective applicants to consult with the staff of the TDC Administrative Office prior to initiating the required documentation.

5. **Protection of property:** Indicate any type of state or federal protection currently afforded the property. It may be that more than one type may be applicable. Provide citations for applicable local protective ordinances. Include copies of property-specific restrictive legal instruments in an attachment. By signing and submitting this application, the proposer **warrants** that **all** restrictions are disclosed. Failure to include **every** restriction on the property may result in immediate termination of any contract and demand for return of any monies paid thereunder.

Since this was a prior Naval installation there are restrictions placed by the U.S. Government and the U.S. Navy on the redevelopment.

Please refer to Attachment # 5 for a list of the Restrictions.

NONE of these restrictions will have a negative impact on our ability to construct the Amphitheater or the associated public parking lot.

6. Is the property threatened by imminent destruction, deterioration or other loss which may include demolition, vacancy, severe deterioration, loss of structural integrity, encroaching development, adverse environmental conditions, vandalism, etc.? Be specific regarding the nature of immediacy of the threat. If so, describe in detail:

The property is in City ownership and control and therefore is not threatened. The City is fully committed to the redevelopment of this 28.2 acre site as the Truman Waterfront Park.

7. a) Are there any building restrictions on the site? If so, describe. Attach copies of all recorded easement and restrictive covenants. By signing and submitting this application, the proposer **warrants** that **all** restrictions are disclosed. Failure to include **every** restriction on the property may result in immediate termination of any contract and demand for return of any monies paid thereunder.

Please refer to Attachment # 5 for a list of the restrictions placed on the entire site by the Navy.

NONE of these restrictions will negatively impact this proposed project.

b) Is the proposed project compatible with the County's Concurrency Requirements under the existing and proposed Land Use Comprehensive Plan?

Yes       No

Describe below how you have ascertained such compatibility. (Note: If your description does not provide information about existing permits and/or review by the County Planning Department, your application shall be rejected.)

Concurrency issue is dealt with at the municipal level for project of this sort and because the Utilities, with the exception of KWF facilities, are already regional providers and took into account their need for commitments to County users. The traffic impacts are localized and will not negatively affect County roads, some of which are maintained by the City because of their location in the City limits. Moreover, the City's park facilities already serve residents of the Lower Keys and the expansion of the Truman Waterfront Park will increase the Level of Service (LOS) for the Lower Keys Region residents and annual 2.7 million visitors.

c) Is the proposed project compatible with Municipality under which you are applying Concurrency Requirements under the existing and proposed Land Use Comprehensive Plan?

Yes       No

Describe below how you have ascertained such compatibility. (Note: If your description does not provide information about existing permits and/or review by the Municipality Planning Department, your application shall be rejected).

This is a City of Key West owned project. All appropriate City Officials have been consulted. The concurrency issue has already been addressed by the City's Development Review Committee (DRC) at the Public Hearing of January 31, 2013. The members of the DRC, inclusive of all the public utilities found no inconsistencies with available services at adopted level of service (LOS). The traffic analysis prepared for the entire Park Development found no significant impacts on City streets or roads.

d) Does the site contain endangered or threatened species of flora or fauna?

Yes       No      Describe/Explain:

N/A

e) Indicate whether or not the property will be accessible to the handicapped per Chapter 553, Part V, Florida Statutes and the Americans with Disabilities Act, Public Law 1012-336. If not, provide a brief explanation.  Yes  No

The Amphitheater and the Public Parking Lot will be fully ADA compliant.

f) Monroe County thinks that recycling is important. Does your entity recycle?  
 Yes  No Describe/Explain:

The City has an extensive public recycling program. For a specific reference please see the City Code Section 58. The recycling program is managed under contract by Waste Management, Inc.

g) **Public accessibility and use:** Indicate the extent to which the property is currently or will be scheduled to be open to the public each year (hours per day, days per week and weeks per year) upon project completion. Estimate the number of persons who will use or visit the completed facility annually. For archaeological projects, if the site will not be accessible to the public, estimate the number of persons annually who will be exposed to the interpretive materials and reports resulting from the project. How was this estimate derived?

The facility will be open and available to the general public year round, all 365 days of the year. We estimate in excess of 50,000 residents and tourists will attend festivals, concerts, special events, charity fun runs and activities at this new state of the art performance facility. The estimate is based on between 18-20 functions taking place at the facility with approximately 2,500 persons in attendance. A TDC sponsored study conducted by NOAA in 2008 entitled "Linking the Economy and the Environment of Florida Keys/Key West" indicated that 270,015 visitors out of 3 million will attend cultural events (fairs, concerts, plays) during their stay. We believe this new facility will increase that number by 20% for an additional 50,000 tourists to our City.

8. Describe present physical condition of site: (attach legal description per property tax records). Indicate the present condition of the property by checking the appropriate term below:

Excellent: The property is habitable and occupied; no repairs are needed. All physical evidence indicates that the property is under continuous maintenance. Application is for expansion and enhancement.

Good: The property is habitable and occupied; only cosmetic repairs are needed (e.g., peeling paint, missing ornamental features, some deteriorated mortar, etc.) Property is maintained but in need of minor repair.

Fair: The property is habitable but may be vacant. Both the structural integrity (foundation, framing, etc.) and weather tight integrity of the property (siding, walls, roofing, etc.) are in jeopardy because of prolonged neglect.

Poor: The property is uninhabitable and vacant. Major structural repairs are needed. Weather tight integrity has been lost. The property is derelict, abandoned and not habitable without major rehabilitation work.

Also, list any specific factors or problems which contribute to the present condition of the property.

The redevelopment site of 28.2 acres of waterfront land was donated to the City of Key West by the U.S. Government. Vast amounts of the site are vacant as a result of demolition of structures formerly utilized by the U.S. Navy. The only remaining building is Building 103 which will be totally restored and reused for restaurants, shops, public restrooms and a possible Museum. This building is approximately 13,748 sq. ft. The Amphitheater and the associated parking will be new facilities constructed on the site.

9. List and describe all major work items included in the proposed project.

Project work elements are as follows:

- Design Development
- Amphitheater Site Work including outdoor Seating Area
- Amphitheater Building seating 250 and lawn space for additional 1,000 to 2,000 people
- Public Parking Lot for 67 vehicles

10. Status of Project Planning:

- |   |   |
|---|---|
| <input type="checkbox"/> Not yet initiated              | <input type="checkbox"/> Initiated                        |
| <input checked="" type="checkbox"/> Schematics complete | <input type="checkbox"/> Design development               |
| <input type="checkbox"/> Documents complete             | <input type="checkbox"/> Construction documents completed |

11. Name and Address of Project Consultant (architect, engineer, contractor, etc.).

Bermello, Ajamil & Partners, Inc. 2601 South Bayshore Drive, 10<sup>th</sup> Floor, Miami, Florida 33133

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Enclose planning or architectural documents completed to date (1 set).

12. Has a contract for architectural services or construction services been executed?

Yes       No

If so, in the space provided on the following page, indicate the scope of services to be provided under this contract and whether these services were obtained through competitive negotiations, requests for applications or other process.

The Bermello, Ajamil & Partners, Inc. an Architecture, Engineering, Planning, Interior Design and Landscape Architecture firm of Miami, Florida, was competitively selected for the entire Truman Waterfront Park Project by the City of Key West.  
The firm has just completed the "Truman Waterfront Park Development Plan Application" in February 2013. They are prepared to begin the Design Development of the individual elements of this huge redevelopment endeavor including the Amphitheater and associated parking. Preliminary concept drawings for the Amphitheater were prepared. Please see Attachment # 6 for these drawings.

13. Please check one of the following boxes regarding architectural services for this project:

a signed, sealed bid process was utilized for acquiring architectural services

or

project does not require architectural services

14. Describe the means by which the structure(s) affected by this project will be maintained subsequent to restoration/rehabilitation. Include sources and estimated amounts of funding for such maintenance. It is the County's policy **not to fund operations and maintenance costs** of organizations notwithstanding any tourism promotional value of a project.

The City Department of Community Services will be responsible for maintaining these new facilities. The costs of maintenance and operations will be funded in the City's Annual Budget each year during the normal budget preparation process.

**PROJECT BUDGET AND TIMETABLE - ALL PROJECTS**

1. Cost Estimates: List all major work items and the estimated costs of each. If the project is phased, segregate clearly those costs for the phase to be assisted by the TDC funds requested. All phases and total estimated cost of the entire project must be listed here.

Costs elements for the Project include the following:

-\$ 739,176 Design Development  
-\$2,556,474 Amphitheatre Site Work including outdoor seating  
-\$1,585,452 Amphitheatre Building  
-\$ 785,917 Public Parking Lot  
-\$ 680,043 Contractors Fee  
-\$ 635,000 Construction Contingency

-\$6,982,062 Total Costs

Please refer to Attachment # 3 for Detailed information from our Consultant on Cost Estimates

Total cost of phase/project for which funds are requested:

a) Phase \$6,982,062  
b) Project \$6,982,062

Amount of TDC funds requested: (Funds requested from TDC not to exceed 50% of the total project cost).

a) Phase \$2,000,000 -equal 29%  
b) Project \$2,000,000

Total confirmed In-kind funds: \$-0-

2. Outline of expansion opportunity for acquiring further grants.

The City recently (March 2013) hired a Grant Consulting firm to explore grants for many projects including the Truman Waterfront Park. The firm Langton Associates/In Rem Solutions has identified the following grant sources for various elements of the Truman Waterfront Park: Florida Cultural Facilities Grant, Florida Recreational Development Assistance Program, Federal Land and Water Conservation Fund, the BIG P, and the Florida Boating Improvement Program. The Grants Consultant will be pursuing these programs and others over the next 3 years under a contract with the City.

3. Tentative timetable. Indicate all major project activities and the anticipated time required to complete each stage of the project on the graph below.

Project Timetable (in months)

Project Activity	1	2	3	4	5	6	7	8	9	10	11	12
a). Design										X		
b). Amphitheater site												X
c). Amphitheater building												X
d). Public Parking Lot				X								
e).												
f).												
g).												

Please indicate any critical dates and explain why they are critical.

Design Development and Amphitheater site work will be completed first. Once completed the construction of the Amphitheater Building and the Public Parking Lot will commence. We anticipate from start to finish a timeframe of from 25 to 30 months until all the facilities are open to the public and tourists.

4. What is the total project cost: \$6,982,062

5. Length of time for project completion in months and year(s): 30 months

**PROJECT BENEFITS - ALL PROJECTS**

1. Is the primary purpose of the project to promote tourism in Monroe County?

Yes       No

2. How will the project promote tourism in Monroe County?

Truman Waterfront Park and the proposed Amphitheatre and Public Parking Lot will create a new "destination location" for our City's 2.7 million annual visitors. This new state of the art performance facility will host all outdoor Concerts, Festivals, Major Events and Activities instead of the current facilities such as Bayview Park. We envision such events as the Seafood Festival, Relay for Life, Artists venues, Song Writers Festival, County Music performers, and others taking place at Truman Waterfront Park and hosted in the Amphitheatre. These new facilities will accommodate a much larger crowd in a comfortable setting than any facilities currently available.

**ADDITIONAL INFORMATION - ALL PROJECTS**

1. District in which the project is located.

1

2. Population of city/district where project activity will take place.

24,909 + 2.7 million annual visitors

3. Federal Employer's Identification Number of applicant's organization.

59-6000346

4. Permitting: List all permits required to complete this project.

There are no permitting issues to impede the redevelopment of this property. Only building permit.

5. Code Enforcement: Does your organization/property have any outstanding code violations?  Yes  No If you have answered yes, please explain below:

[Empty box for code enforcement explanation]

6. Outline of proposed program in which this project will promote tourism in Monroe County.

This new state of the art performance facility will promote and expand tourism in Monroe County as follows:

1. Create an outdoor forum for world-class concerts, hosting national figures including Jimmy Buffett, James Taylor, Carly Simon, 3 Dog Night, etc.
2. Establish a permanent venue for art shows, festivals including the Song Writers Festival and the Seafood Festival, and charity fun runs such as Relay for Life.
3. Promote special events for 3,000 cruise ships passengers arriving at the neighboring docks each day.
4. Engage the local creative community and Florida Keys Council for the Arts in bringing live theatre to the park such as Shakespeare in the Park.
5. Simulcasting on a large screen world renowned events such as the New World Symphony from Miami.
6. Establish one central location for any and all outdoor large crowd venues and events.

We estimate that the facility will host between 18 and 20 functions during its first year attracting over 50,000 residents and tourists.

We intend to aggressively market the facility to concert promoters, event planners, and local charities and organizations seeking a new home for their special activity. We hope to encourage the cruise ship industry to plan and organize events for their clients in the facility. We believe a nationally known performer will encourage and create an extra day and night stay creating new bed tax dollars.

According to the TDC sponsored study of tourists entitled, "Linking the Economy and the Environment of Florida Keys/Key West 40.5% of tourists consider Key West sponsored special events to "be somewhat to extremely important in their trip planning". In the summer that number jumps to 76.5%. Nearly 9% of tourists indicated that special events caused them to lengthen their overnight stays. Also, the study found that the average tourist spends \$190.86 per night in Key West. We firmly believe when properly marketed the Amphitheater will cause at least 25% of our estimated guests (25% of 50,000=12,500) to spend one additional day at a net revenue of \$2,387,500 annually.

7. Applicant must demonstrate the ability to complete the project as proposed and to maintain and operate the project as a viable and long-term tourist attraction that is open to the public.

Included in this demonstration should be a summary of the applicant's past grant experience, past two (2) year's financial statements, proposed operational budget and description of administrative resources available to applicant and committed to the project. Attach financial statements, budgetary and other documents.

**NON-COLLUSION AFFIDAVIT and VERIFICATION**

I, CRAIL CATES, of the city of KEY WEST, according to law on my oath, and under penalty of perjury, depose and say that:

1) I am MAYOR CRAIL CATES, the applicant making the application for the project described as follows:

2) The prices in this application have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other applicant or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this application have not been knowingly disclosed by the applicant and will not knowingly be disclosed by the applicant prior to application opening, directly or indirectly, to any other applicant or to any competitor; and

4) No attempt has been made or will be made by the applicant to induce any other person, partnership or corporation to submit, or not to submit, an application for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

**VERIFICATION**

I HEREBY CERTIFY that I have read the forgoing application and that the facts stated herein are true and correct to the best of my knowledge and belief.

President's/Mayor's Name Typed

President's/Mayor's Signature

Sworn to and subscribed before me this

25<sup>th</sup> day of

April

2013

personally appeared \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_

known to be the person named in and who executed the foregoing document.



My commission expires

Notary Public State of

Florida

**DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

CITY OF KEY WEST  
(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are under application a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under application, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Applicant's Signature:

Date:

  
Apr. 25, 2013

**ATTACHMENTS AND CERTIFICATIONS - ALL PROJECTS**

1. The following supporting documents are attached.

- a)  Proof of ownership/consent of owner for use of property as outlined in this application:
  - (i)  Official record reference for ownership documentation; or
  - (ii)  Consent letter from owner for use of property as outlined in this application
- b)  Citations to applicable protective ordinance if applicable
- c)  Copy of letter designating project manager
- d)  Map showing location and boundaries of project area (for all types of projects involving specific site or area which cannot be identified by a street address)
- e)  Copies of photographs of existing conditions of project site(s) or area
- f)  Documentation of confirmed project funds
- g)  Annual operating budget upon completion
- h)  Plans and specifications, if completed (development projects only – one set)
- i)  All restrictive documents governing use of the property
- j)  Non-Collusion Affidavit and Verification Form (notarized)
- k)  Drug Free Workplace Form
- l)  Print out of Sunbiz.org "Detail by Entity"
- m)  Most recent copy of annual report

I certify that the information contained in this application is true and correct to the best of my knowledge, and that I am the duly authorized representative of the applicant.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Handwritten Signature]*  
Mayor, City of Key West  
Apr. 125, 2013

# **ATTACHMENT #1**

**TDC FUNDED PROJECTS TO  
CITY OF KEY WEST  
1988-2013**

## TDC Funded Projects

### Non Beach Projects:

White St. Pier Lighting  
 Southernmost Point  
 White Street Pier Handrails Phase I  
 White Street Pier Handrails Phase II  
 White Street Pier Handrails Phase III  
 Sonny McCoy Indigenous Park Bird Aviary  
 White St. Pier Rip Rap

### Key West Beach Projects, Cleaning and Maintenance

DISTRICT	YEAR	PROJECT	BENEFIT	FUNDING EXPENDED
Key West	1988	Rest Beach	Cleaning	7,450.00
Key West	1989	City Beach Project	Engineering Fees	53,987.00
Key West	1989	City Beach Project	Sand Replacement	149,350.00
Key West	1989	City Beach Project	Restroom and Picnic Shelters	9,100.00
Key West	1989	White Street Pier	Engineering and Permit- Repair or Replace Pier	69,798.00
Key West	1989	Beach Access	Engineering Fees	6,000.00
Key West	1990	Beach Studies	Dr. Tyler Travel and Expenses	8,060.00
Key West	1990	Beach Studies	Beach Studies	79,996.00
Key West	1990	Key West Master Beach Plan	Performed by Dr. Tyler	23,984.00
Key West	1990	Key West Master Beach Plan	Assist with this project	54,000.00
Key West	1990	Smathers Beach		207,487.00
Key West	1991	Misc. Beach Capital Outlay		11,400.00
Key West	1991	Key West Master Beach Plan	Assist with this project	72,000.00
Key West	1991	Key West Master Beach Plan	Performed by Dr. Tyler	6,020.00
Key West	1991	Smathers Beach		60,736.00
Key West	1991	Master Beach Plan	Consulting Fees	244,024.00
Key West	1989- 1991	Smathers Beach	Cleaning and Maintenance	155,952.00
Key West	1989- 1991	Higgs Beach	Cleaning and Maintenance	87,281.25
Key West	1989- 1991	Higgs Beach	Sand Replacement	19,857.00
Key West	1992	Master Beach Plan	Dr. Tyler	9,200.00
Key West	1992	Higgs Beach	Cleaning and Maintenance	24,520.00
Key West	1992	Higgs Beach	Sand	2,495.00

Key West	1999	Beach Higgs Beach	Clean/Maintenance	\$36,883.17
Key West	1999	Higgs Beach	Sand	\$15,806.34
Key West	1999	Smathers Beach	Clean/Maintenance	\$68,053.59
Key West	1999	C. B. Harvey Beach	Clean/Maintenance	\$12,568.00
Key West	1999	Higgs Beach	Water/Repairs/Op	\$34,534.68
Key West	1999	George	Clean-up - Universal	\$11,000.00
Key West	2000	Higgs Beach	Clean/Maintenance	\$37,327.56
Key West	2000	Higgs Beach	Sand/Repair/Maint	\$16,000.00
Key West	2000	Higgs Beach	Utilities	\$28,459.32
Key West	2000	Smathers Beach	Clean/Maintenance	\$68,873.40
Key West	2000	C. B. Harvey Beach	Clean/Maintenance	\$23,343.50
Key West	2000	Smathers Beach	Long Term	\$460,000.00
Key West	2000	Higgs Beach	Personnel	\$34,916.72
Key West	2000	Higgs Beach	Operating Supplies	\$1,232.77
Key West	2000	Higgs Beach	Sand/Repair/Maint	\$17,235.38
Key West	2000	Higgs Beach	Utilities	\$1,454.74
Key West	2000	Higgs Beach	Playground Equip.	\$46,666.50
Key West	2001	Higgs Beach	Clean/Maintenance	\$37,327.56
Key West	2001	Higgs Beach	Sand/Repair/Maint	\$31,834.37
Key West	2001	Higgs Beach	Utilities	\$35,316.13
Key West	2001	Higgs Beach	Personnel	\$34,950.47
Key West	2001	Higgs Beach	Operating Supplies	\$2,643.47
Key West	2001	Higgs Bch	Master Plan	\$25,000.00
Key West	2001	Smathers Beach	Clean/Maintenance	\$68,873.40
Key West	2001	Smathers Beach	Long Term	\$100,000.00
Key West	2001	Smathers Beach	Sand & Seaweed	\$19,500.00
Key West	2001	C. B. Harvey Beach	Clean/Maintenance	\$28,500.00
Key West	2002	Higgs Beach	Clean/Maintenance	\$72,998
Key West	2002	Higgs Beach	Sand/Repair/Maint	\$29,190
Key West	2002	Higgs Beach	Utilities	\$45,022
Key West	2002	Higgs Beach	Personnel	\$38,767
Key West	2002	Higgs Beach	Operating Supplies	\$3,500
Key West	2002	Smathers/Rest Beach	Clean/Maintenance	\$137,715
Key West	2002	City of Key West	Kitso/Berg FY2001	\$8,877

# Capital Project Funding

Organization:

## City of Key West

<b>FY</b>	<b>Project Name</b>	<b>Funds Allocated</b>	<b>ID</b>
2013	Rest Beach Renourishment Phase II	\$207,000.00	1164
2013	Smathers Beach Renourishment	\$187,500.00	1062
2012	Rest Beach Renourishment	\$245,000.00	1016
2009	Smathers and Rest Beach Renourishment	\$43,000.00	511
2009	White Street Pier (WSP) Rip Rap Installation	\$73,500.00	505
2008	Smathers & Rest Beach Renourishments Phase II	\$60,876.00	387
2007	Smathers & Rest Beach Renourishments Phase 1	\$77,550.00	281
2007	Vandenberg Project	\$750,000.00	282
2007	White St. Pier (WSP) Rip Rap Installation	\$43,750.00	280
2006	Smathers & Rest Beach Maintenance Services Ph I	\$380,000.00	134
2006	White Street Pier Lighting Replacement	\$100,000.00	132
2005	McCoy Indigenous Park Habitat and ADA Improvements Project	\$127,000.00	159
<b>Total Allocated:</b>		<b>\$2,295,176.00</b>	

# **ATTACHMENT #2**

**CITY OF KEY WEST  
ANNUAL BUDGET  
FY 2012-2013**

**CITY OF KEY WEST  
FIVE-YEAR CAPITAL IMPROVEMENTS  
PROGRAM  
2012-2017**

**CITY MANAGER'S FINANCIAL  
COMMITMENT LETTER**

**ANNUAL BUDGET  
FISCAL YEAR 2012/2013**

**October 1, 2012 through September 30, 2013**



**MAYOR  
Craig Cates**

**CITY COMMISSIONERS**

**Teri Johnston  
Clayton Lopez  
Mark Rossi  
Billy Wardlow  
Jimmy Weekley  
Tony Yaniz**

CITY OF KEY WEST  
BUDGET FOR FISCAL YEAR 12/13  
EXPENDITURES

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 09/10 ACTUAL	FY 10/11 ACTUAL	FY 11/12 ADOPTED BUDGET	FY 12/13 COMMISSION ADOPTED
	Infrastructure Surtax				
	Water Transportation Syst				
	Truman Waterfront				
	Transportation				
	Water Transportation				
101-4303-543-3100	Professional Services	0	11,050	0	0
		-----	-----	-----	-----
*	Operating Expenditures	0	11,050	0	0
101-4303-543-6200	Buildings	0	0	410,000	0
101-4303-543-6300	Infrastructure	0	5,122	1,414,500	4,527,200
		-----	-----	-----	-----
		0	5,122	1,824,500	4,527,200
		-----	-----	-----	-----
		0	0	4,552,500	0
		-----	-----	-----	-----
		0	0	4,552,500	0
		-----	-----	-----	-----
****	Truman Waterfront	0	16,172	6,377,000	4,527,200

LEVEL	TEXT	TEXT AMT
COM	TRUMAN WATERFRONT ROADWAY (CARRY FORWARD \$ 559,938) TR0501	
	FORT STREET PARKING LOT (CARRY FORWARD \$ 397,770) TR1201	
	TRUMAN WATERFRONT DEVELOPMENT (CARRY FORWARD \$ 416,125) GR0703	4,527,200
		4,527,200

**City of Key West, Florida**

**Five Year Capital Improvements Program  
Fiscal Years 2012/2013 - 2016/2017**



**MAYOR  
Craig Cates**

**CITY COMMISSIONERS**

**Teri Johnston  
Clayton Lopez  
Mark Rossi  
Billy Wardlow  
Jimmy Weekley  
Tony Yaniz**

**CITY MANAGER  
Bob Vitas**

**ASSISTANT CITY MANAGERS**

**David Fernandez  
Mark Finigan**

## CIP PROJECT DETAIL

**Project No:** GR0703  
**Project Name:** Truman Waterfront Development  
**Location:** Truman Waterfront  
**Department:**  
**Account No:** 101-4303-543-6300

**Date:** 5/14/2012  
**Contact:** D. Bradshaw  
**Project Start:** 10/1/2011  
**Project Complete:** Ongoing  
**Project Estimate:** 9,236,000  
**Project Funding to Date:** 596,000  
**Anticipate Carry Forward FY13:** Yes

**Project Description/Justification:**

The final design is being completed by BA under Task 1: \$413,900. It is estimated that Task 2-construction drawings will be approximately 8% on a \$8 million construction budget.or \$640,000

**Reasons for Modification:**

**Operating Impact:**

None

**Related Projects:**

### Project Phase Summary

Phase	Committed To Date	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	
Stormwater Design	69,100						
Master Planning	414,000	752,900					
Design			6,000,000	2,000,000			
Construction							
<b>Project Total</b>	<b>483,100</b>	<b>752,900</b>	<b>6,000,000</b>	<b>2,000,000</b>	<b>0</b>	<b>0</b>	<b>9,236,000</b>

### Funding Source Summary

Phase	Funding To Date	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	
Infrastruc Surtax	496,200	4,527,200	2,112,800	2,000,000			
Grant	99,800						
<b>Project Total</b>	<b>596,000</b>	<b>4,527,200</b>	<b>2,112,800</b>	<b>2,000,000</b>	<b>0</b>	<b>0</b>	<b>9,236,000</b>
<b>Carry Forward</b>	<b>112,900</b>						



**Bogdan Vitas**  
City Manager  
City of Key West

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

3132 Flagler Avenue  
(305) 809-3888  
FAX 809-3886  
bvitas@keywestcity.com

April 25, 2013

Monroe County Tourist Development Council  
c/o Monroe County Purchasing Department  
1100 Simonton Street, 2nd Floor, Room 2-213  
Key West, Florida 33040

Dear Sirs:

Please be assured that the Mayor and the City Commission are fully committed to the successful construction of the Truman Waterfront Park as outlined in the Truman Waterfront Park Development Plan Application. A major element of this comprehensive new waterfront park is the Amphitheatre and the Public Parking lot across the street.

The financial commitment the City has made includes the following:

- Carry forward (unspent funds from Annual Budget Fiscal Year 2011-2012) of \$416,125.00. See Attachment # 2.
- Appropriated funds of \$4,552,500 in Annual Budget Fiscal Year 2012-2013 (current budget year). See Attachment # 2.
- Budgeted funds of \$2,112,800 in the proposed Annual Budget Fiscal Year 2013-2014 (also committed in Capital Improvements Program for Fiscal Years 2013-2017). See Attachment # 2.
- Committed in Capital Improvements Program for Fiscal Years 2013-2017 the amount of \$2,000,000 for Fiscal Year 2014-2015. See Attachment # 2.

The total available funds to complete the project are nearly \$9 million.

In response to question # 7 on Page 20 of the Capital Project Funding Application, once again please be assured that the City of Key West has successfully managed and

*Key to the Caribbean - Average yearly temperature 77° F.*

implemented millions and millions of dollars of Federal and State grants. In the past three (3) years alone we have managed over \$32 million in grants. There is no question of our financial and management ability to follow through with our commitment to complete the Amphitheatre and Public Parking Lot project. The City has the financial ability to operate and maintain these new facilities. The City's Department of Community Services will be responsible for their operation. The annual operating costs will be included in our Annual Budget appropriations process.

The City has been a recipient of many grants from the TDC over the years dating back to 1988. These grants have all been successfully completed according to plans and commitments made in those grant applications.

I commit to the Board of the TDC that if funded for a portion of the cost of constructing the Amphitheatre and associated parking lot, it will be no different.

Thank you for your consideration of our request.

Sincerely,



Bob Vitas  
City Manager

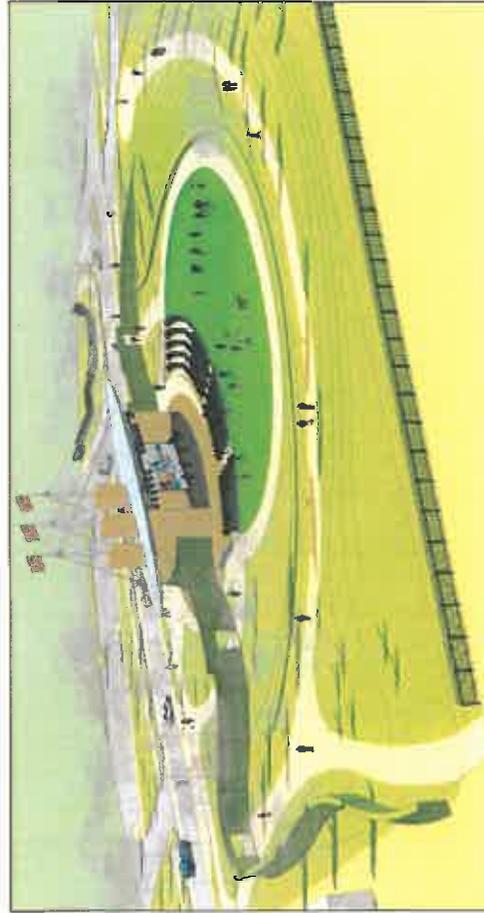
# **ATTACHMENT #3**

## **PROJECT COST ESTIMATE**

Truman Waterfront Park  
City of Key West, Florida

Order of Magnitude Cost Estimate

Amphitheater & Public Parking Lot



Estimate Date: April 8, 2013

Prepared By



Truman Waterfront Park  
Amphitheater & Public Parking Lot

Order of Magnitude Cost Estimate

Estimate Summary

PROJECT COSTS	QTY	UM	UNIT COST	TOTAL
Direct Cost of Work				
Amphitheater Building	3,835	GSF	\$ 413	\$ 1,585,452
Amphitheater Site Work including outdoor Seating Area	1	LS	\$ 2,556,474	\$ 2,556,474
Public Parking Lot - 67 Spaces	1	LS	\$ 785,917	\$ 785,917
Sub Total				\$ 4,927,843
Design Development			15%	\$ 739,176
Total Direct Cost of Work (2013 Dollars)				\$ 5,667,019
Procurement Costs				
General Contractor Fee's (Home Office Overhead, Profit, Bond & Insurance)			12%	\$ 680,042
Escalation (Not Included)			Not Included	\$ -
Total Direct Cost + Procurement Costs (Escalated)				\$ 6,347,062
Construction Contingency				
Construction Contingency			10%	\$ 635,000
Soft Costs				
A/E Design & Construction Administration Services (Not Included)			Not Included	\$ -
Permitting, Owner's Project Management, Owners Contingency (Not Included)			Not Included	\$ -
<b>TOTAL ESTIMATED PROJECT COST (2013 dollars)</b>				<b>\$ 6,982,062</b>

**Estimated Project Cost is based on the Following Assumptions:**

Estimate Represents 2013 dollars. Forward escalation is not included.

Estimate Assumes that all Project Scope is Bid as a single package through a single General Contractor.

Estimate Assumes that construction takes place during normal business hours-night work and/or shift work is not required.

Truman Waterfront Park  
Amphitheater and Public Parking Lot

Order of Magnitude Estimate

Truman Waterfront Park Amphitheater and Public Parking Lot - Total Estimated Direct Cost of Work \$ 4,927,843

Description	QTY	UIM	UC	UC		Extended	
				Sub Total	Extended		
<b>Amphitheater Building</b>							
	3,835	GSF	\$	413		\$	1,565,452
<b>Foundations</b>							
Augercast Piling	1	LS	\$	71,400		\$	71,400
Pile Caps	24	EA				\$	50,400.00
	10	EA				\$	21,000.00
<b>Substructure</b>							
Continuous Footing	1	LS	\$	90,708		\$	90,708
2' of Compacted Fill under Slab on Grade	305	LF				\$	20,435.00
Slab on Grade - 8" Reinforced Concrete with barrier and 4" granular base	370	CY				\$	18,500.00
	3,835	GSF				\$	51,772.50
<b>Superstructure</b>							
Structural Steel Columns	1	LS	\$	380,380		\$	380,380
Structural Steel Beams and Framed Roof	3,835	GSF				\$	107,380.00
	7,000	SF				\$	273,000.00
<b>Exterior Enclosure</b>							
CMU Walls with Smooth Stucco Painted	1	LS	\$	144,168		\$	144,168
Doors - Exterior Single - Hollow Metal Doors and Frames	5,300	SF				\$	116,600.00
Windows - Concessions	7	EA				\$	10,500.00
	3,835	GSF				\$	17,085.75
<b>Roofing</b>							
Standing Seam Metal Sloping Roof	1	LS	\$	153,250		\$	153,250
Metal Fascia Closure	7,000	SF				\$	117,250.00
Gutter System	284	LF				\$	8,236.00
Conning Towers - Metal Stud, Lath and Plaster Smooth Painted	100	LF				\$	4,400.00
	1,062	SF				\$	23,364.00
<b>Interior Construction &amp; Finishout</b>							
Interior Partitions / Drywall Partitions with Densglass	1	LS	\$	159,655		\$	159,655
Doors - Interior Single	5,300	SF				\$	74,200.00
Doors - Interior Double	8	EA				\$	9,600.00
Wall Finish Paint	2	EA				\$	4,800.00
Floor Finish	10,600	GSF				\$	21,200.00
Ceiling Finish	3,835	GSF				\$	34,515.00
	3,835	GSF				\$	15,340.00
<b>Equipment and Furnishings</b>							
Flag Pole 13' and 52 sf Flag	1	LS	\$	274,300		\$	274,300
Signage - Lettering Average 5'	3	EA				\$	9,000.00
Stage Lighting, Projection Screen and Equipment Allowance	18	EA				\$	15,300.00
	1	LS				\$	250,000.00
<b>Mechanical, Fire Protection &amp; Plumbing</b>							
Plumbing Including Fixtures	3,835	GSF	\$	28		\$	108,339
Fire Protection Sprinklers	3,835	GSF				\$	55,607.50
HVAC Ventilation System	3,835	GSF				\$	22,051.25
	3,835	GSF				\$	30,680.00
<b>Electrical &amp; Security</b>							
Panel Board, Feeders, Switch Gear, Lighting Fixtures and Power Outlets	3,835	GSF	\$	53		\$	203,255
Communications and Security	3,835	GSF				\$	145,730.00
	3,835	GSF				\$	57,525.00
<b>General Requirements</b>							
Mobilization	1	LS	\$	2,556,474		\$	2,556,474
	1	LS	\$	201,075		\$	201,075
	1	LS				\$	17,500.00

Truman Waterfront Park  
Amphitheater and Public Parking Lot

Order of Magnitude Estimate

Truman Waterfront Park Amphitheater and Public Parking Lot - Total Estimated Direct Cost of Work \$ 4,927,843

Description	QTY	UM	UC	Sub Total	Extended
Project Manager	14	MO		\$ 84,000.00	
Site Survey	1	LS		\$ 25,000.00	
Soil Condition Testing	1	LS		\$ 7,500.00	
Silt Fence	1,427	LF	2.12	\$ 3,025.24	
Storm Drainage Protection	50	EA	75.00	\$ 3,750.00	
Barriers, Temporary Signage	14	MO		\$ 7,000.00	
Street Cleaner / Dust Control	14	MO		\$ 30,800.00	
Dumpster Loads 20 Yards	50	EA	450.00	\$ 22,500.00	
				\$ 6,000.00	
				\$ 25,000.00	
				\$ 7,500.00	
				\$ 3,025.24	
				\$ 3,750.00	
				\$ 7,000.00	
				\$ 30,800.00	
				\$ 22,500.00	
				\$ 6,000.00	
				\$ 25,000.00	
				\$ 7,500.00	
				\$ 3,025.24	
				\$ 3,750.00	
				\$ 7,000.00	
				\$ 30,800.00	
				\$ 22,500.00	
				\$ 6,000.00	
				\$ 25,000.00	
				\$ 7,500.00	
				\$ 3,025.24	
				\$ 3,750.00	
				\$ 7,000.00	
				\$ 30,800.00	
				\$ 22,500.00	
				\$ 6,000.00	
				\$ 25,000.00	
				\$ 7,500.00	
				\$ 3,025.24	
				\$ 3,750.00	
				\$ 7,000.00	
				\$ 30,800.00	
				\$ 22,500.00	
				\$ 6,000.00	
				\$ 25,000.00	
				\$ 7,500.00	
				\$ 3,025.24	
				\$ 3,750.00	
				\$ 7,000.00	
				\$ 30,800.00	
				\$ 22,500.00	
				\$ 6,000.00	
				\$ 25,000.00	
				\$ 7,500.00	
				\$ 3,025.24	
				\$ 3,750.00	
				\$ 7,000.00	
				\$ 30,800.00	
				\$ 22,500.00	
				\$ 6,000.00	
				\$ 25,000.00	
				\$ 7,500.00	
				\$ 3,025.24	
				\$ 3,750.00	
				\$ 7,000.00	
				\$ 30,800.00	
				\$ 22,500.00	
				\$ 6,000.00	
				\$ 25,000.00	
				\$ 7,500.00	
				\$ 3,025.24	
				\$ 3,750.00	
				\$ 7,000.00	
				\$ 30,800.00	
				\$ 22,500.00	
				\$ 6,000.00	
				\$ 25,000.00	
				\$ 7,500.00	
				\$ 3,025.24	
				\$ 3,750.00	
				\$ 7,000.00	
				\$ 30,800.00	
				\$ 22,500.00	
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**ATTACHMENT #4**

**ARIEL PHOTO OF SITE**

**Truman Waterfront Park  
City of Key West  
Attachment #4**



# **ATTACHMENT #5**

## **NAVY DEED RESTRICTIONS**

**Truman Waterfront Park  
City of Key West  
Attachment #5**

**Navy Deed Restrictions:**

• Throughout the park design process, every effort has been made to meet the requirements of the Navy's Deed restrictions on the Truman Waterfront site. Many of these restrictions are graphically indicated on the Site Plan on Sheet SP-00 in Appendix C. The following lists the various restrictions and how the park design has addressed them:

**Minimum 50' Setback from property line abutting the Government property:** With the exception of roadways, walkways and low level vegetation there are no improvements within this area as described in the Deed.

**Minimum 20' setback around the TACTS Tower property:** With the exception of roadways, walkways and low level vegetation there are no improvements within this area as described in the Deed.

**Perpetual Access to the Boat Ramp:** The park has been designed to facilitate the launching of large boats into the water at the boat ramp. Access to this area will be limited to specified users with the use of removable bollards at the entry.

**Perpetual access at Eaton Street:** The plan accommodates a future emergency access at the Eaton Street ROW with a clear area to the bulkhead for emergency vehicles. Vehicular access is then provided along the bulkhead promenade to the boat ramp.

**Perpetual Easements to Utility Lines:** Once the final utilities are incorporated into the park plan design, the Navy will be provided with perpetual easements to those utilities as outlined in the Deed.

**No improvement shall exceed an elevation greater than 35' height above the crown of the adjacent roadway:** The three new proposed structures on the site, the Community Center, the Horse Stables and the Amphitheater are all within the 35' height restriction. The only portions above this height are the three flag poles placed atop the amphitheater structure.

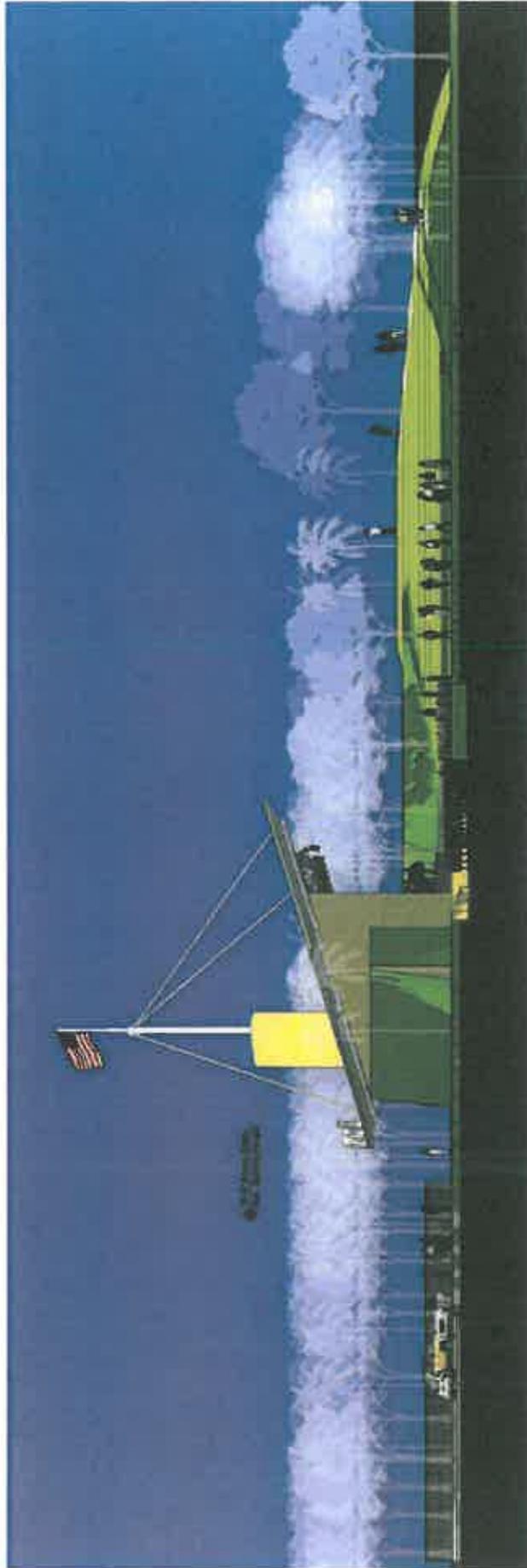
**No commercial or recreational aviation activities on the site:** There are no plans to accommodate any aviation activities on the site now or in the future.

**No development or improvements beyond the limits of the Truman Harbor Development Zone:** The only proposed development within the harbor area is the relocation of the USCGC Ingham to the location illustrated on the Site Plan. This is within the Truman Harbor Development Zone and will not affect the access to the boat ramp. No private boats will be permitted to dock along the existing seawall other than the NOAA vessels presently utilizing the docks at that property.

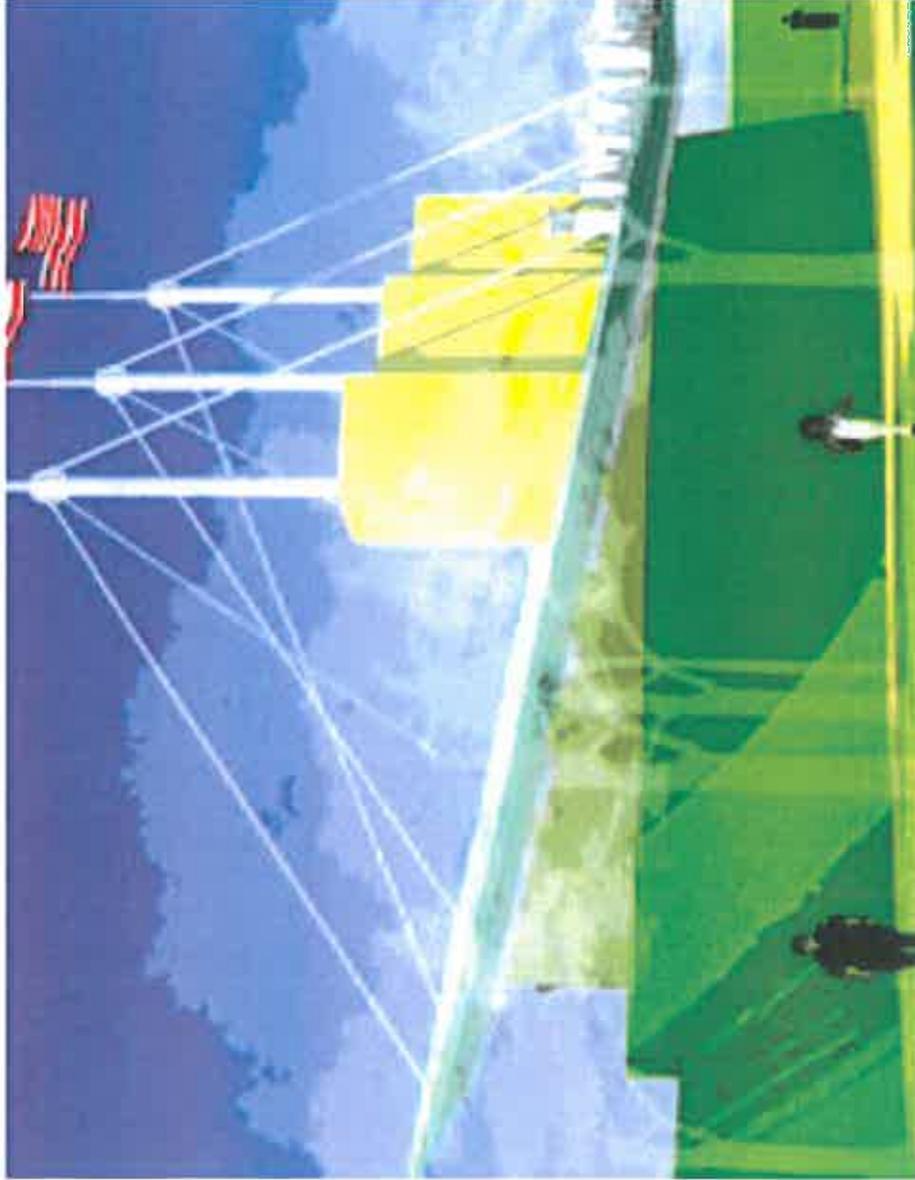
# **ATTACHMENT #6**

## **CONCEPT DRAWINGS OF AMPHITHEATER**

**Truman Waterfront Park  
City of Key West  
Attachment #6**



**Truman Waterfront Park  
City of Key West  
Attachment #6**



**ATTACHMENT #7**

**CITY MANAGER'S LETTER  
IN RESPONSE TO APPLICATION  
PAGE 20, QUESTION #7**



**Bogdan Vitas**  
**City Manager**  
**City of Key West**

**THE CITY OF KEY WEST**

P.O. BOX 1409  
KEY WEST, FL 33041-1409

3132 Flagler Avenue  
(305) 809-3888  
FAX 809-3886  
bvitas@keywestcity.com

April 25, 2013

Monroe County Tourist Development Council  
c/o Monroe County Purchasing Department  
1100 Simonton Street, 2nd Floor, Room 2-213  
Key West, Florida 33040

Dear Sirs:

Please be assured that the Mayor and the City Commission are fully committed to the successful construction of the Truman Waterfront Park as outlined in the Truman Waterfront Park Development Plan Application. A major element of this comprehensive new waterfront park is the Amphitheatre and the Public Parking lot across the street.

The financial commitment the City has made includes the following:

- Carry forward (unspent funds from Annual Budget Fiscal Year 2011-2012) of \$416, 125.00. See Attachment # 2.
- Appropriated funds of \$4,552,500 in Annual Budget Fiscal Year 2012-2013 (current budget year). See Attachment # 2.
- Budgeted funds of \$2,112,800 in the proposed Annual Budget Fiscal Year 2013-2014 (also committed in Capital Improvements Program for Fiscal Years 2013-2017). See Attachment # 2.
- Committed in Capital Improvements Program for Fiscal Years 2013-2017 the amount of \$2,000,000 for Fiscal Year 2014-2015. See Attachment # 2.

The total available funds to complete the project are nearly \$9 million.

In response to question # 7 on Page 20 of the Capital Project Funding Application, once again please be assured that the City of Key West has successfully managed and

*Key to the Caribbean – Average yearly temperature 77° F.*

implemented millions and millions of dollars of Federal and State grants. In the past three (3) years alone we have managed over \$32 million in grants. There is no question of our financial and management ability to follow through with our commitment to complete the Amphitheatre and Public Parking Lot project. The City has the financial ability to operate and maintain these new facilities. The City's Department of Community Services will be responsible for their operation. The annual operating costs will be included in our Annual Budget appropriations process.

The City has been a recipient of many grants from the TDC over the years dating back to 1988. These grants have all been successfully completed according to plans and commitments made in those grant applications.

I commit to the Board of the TDC that if funded for a portion of the cost of constructing the Amphitheatre and associated parking lot, it will be no different.

Thank you for your consideration of our request.

Sincerely,



Bob Vitas  
City Manager

# **ATTACHMENT #8**

## **TRUMAN WATERFRONT PARK ILLUSTRATIVE PLAN DRAWING**



**BERMELLO AJAMIL  
& PARTNERS • INC**  
 Architecture • Engineering • Planning  
 Interior Design • Landscape Architecture  
 2601 South Bayshore Drive  
 Suite 1000  
 Miami, Florida 33133  
 (305) 858-2050  
 Fax (305) 860-3700

**PREPARED FOR OWNER:**  
 CITY OF KEY WEST, FL  
 P. O. BOX 1469  
 3149 FLAGLER AVENUE  
 KEY WEST, FL 33841

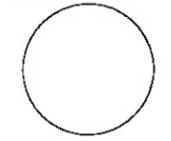


**PROJECT NAME:**  
**TRUMAN WATERFRONT PARK**

**PROJECT LOCATION/ADDRESS:**  
 TRUMAN WATERFRONT PARK  
 WEST OF FORT STREET AND THE  
 TRUMAN ANNEX DEVELOPMENT,  
 NORTH OF KEY WEST NAVAL BASE

**SUB-CONSULTANT INFORMATION:**

**PROFESSIONAL SEAL**



**NIRK J. OLNEY**  
 FLORIDA REGISTERED LANDSCAPE  
 ARCHITECT  
 LA0001708

**SUBMITTAL DESCRIPTION / MILESTONE:**

**DEVELOPMENT APPLICATION**  
 January 14, 2013

**REVISIONS:**  
 1 02/22/2013

**DRAWING SHEET INFORMATION**  
 BA PROJECT NO.: 12010  
 SCALE: AS NOTED  
 DATE: January 14, 2013  
 DRAWN BY: KJO  
 CHECKED BY: RPH  
 CADD FILE: X:\Truman Waterfront Base.dwg

**DRAWING TITLE:**  
**ILLUSTRATIVE PLAN**

**SHEET NO.**

**IP-00**

