



# HISTORIC TOURS OF AMERICA, INC.®

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<http://www.historictours.com>

201 Front Street, Suite 224  
Key West, Florida 33040  
(305) 292-8920  
Fax (305) 295-4999

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August 9, 2021

**Via Email**

Patti McLaughlin  
City Manager  
City Of Key West  
1300 White Street  
Key West, FL 33040

**Re: Request for extension to Exhibit B, Section (3) Improvements within Resolution No. 18-247; Second Amendment to lease between the City of Key West, Florida and Tropical Shell & Gift, Inc. Entered on the 28<sup>th</sup> day of August 2018. Resolution No. 18-247**

Dear City Manager McLaughlin:

Due to the global financial disaster brought on by the COVID-19 Pandemic, many projects had to be paused. As the global economy has begun its return, we are in a position to complete projects in Exhibit B and or fulfill the equal dollar amount of improvements (\$559,900.00). We are asking for a two-year extension, from the date at which this item is included on a City of Key West Commission Meeting Agenda, to complete the improvements listed in Exhibit B. These items are either under contract, in the permitting phase and/or actively in progress. As a matter of fact, the Fire Sprinkler System installations for the Shell Warehouse and Shipwreck Museum are scheduled to begin on Monday, September 13, 2021.

Items listed under Section 3. Improvements, Exhibit B were to originally have been completed by August 28, 2020. I have attached Resolution 18-247 for review. You will notice Improvements under Exhibit A have and were completed within the timeframes set forth on such schedule.

**Exhibit B**

\$75,000.00	New Maintenance and Laboratory Structure and Equipment
\$25,000.00	Door System Front and Rear (now that the building is air conditioned)
\$50,000.00	Reconfiguration of the Front of the Aquarium (pending successful negotiations on permitting)
\$150,000.00	Extension of shark tank piling system, walkways and reef exhibit with rip rap
\$30,000.00	Graphics
\$20,000.00	Acrylic Tank Replacement
\$25,000.00	Displays
\$98,900.00	Fire Sprinkler System – Shell Warehouse
\$86,000.00	Fire Sprinkler System – Shipwreck Museum
<b><u>\$559,900.00</u></b>	

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Clinton Curry".

Clinton Curry  
Director of Key West Operations  
Historic Tours of America, Inc.  
305-747-0099  
[ccurry@historictours.com](mailto:ccurry@historictours.com)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED SECOND AMENDMENT TO LEASE BETWEEN THE CITY OF KEY WEST AND TROPICAL SHELL AND GIFTS, INC. FOR THE KEY WEST AQUARIUM PROPERTY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, tenant has met the conditions contained in newly revised Key West Code of Ordinances section 2-941(b);

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

Section 1: That the attached Second Amendment to Lease between the City and Tropical Shell and Gifts, Inc. for the Key West Aquarium Property is hereby approved.

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

Passed and adopted by the City Commission at a meeting held this  
21st day of August 22, 2018.

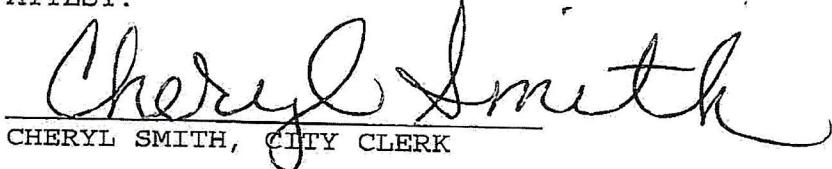
Authenticated by the Presiding Officer and Clerk of the Commission  
on 22nd day of August, 2018.

Filed with the Clerk on August 22, 2018.

Mayor Craig Cates	Yes
Vice Mayor Clayton Lopez	Yes
Commissioner Sam Kaufman	Yes
Commissioner Richard Payne	Yes
Commissioner Margaret Romero	Yes
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Yes

  
CRAIG CATES, MAYOR

ATTEST:

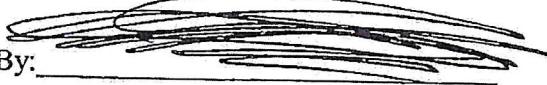
  
CHERYL SMITH, CITY CLERK

Signed, sealed and delivered  
in the presence of:

TROPICAL SHELL & GIFTS, INC.

Susan P. Harrison

Witness

By: 



Witness

Date: 8-28-18

CITY OF KEY WEST, FLORIDA

Deidre Wafer

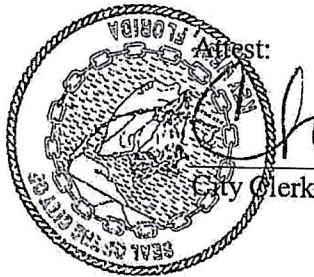
Witness

By: 

Angela Addle

Witness

Date: 8-21-18



## SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE entered into this 28 day of August, 2018, among THE CITY OF KEY WEST, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida (the "Lessor"), and TROPICAL SHELL & GIFT, INC., a Florida corporation, (the "Lessee"). Lessor and Lessee are sometimes hereinafter referred to as the "Parties" collectively or a "Party" individually.

### RECITALS

WHEREAS, Lessor and Lessee entered into a Lease dated July 3, 1978, as confirmed by City of Key West Resolution No. 78-87 (the "Original Lease"); and

WHEREAS, Lessor and Lessee entered into an Amendment to Lease dated September 9, 1981, which amendment provided for an Investment Credit, and an Option to Renew the Original Lease for an additional twenty-five years after the expiration of the Original Lease, beginning July 15, 2003 and ending July 14, 2028, as confirmed by City of Key West Resolution No. 81-92 and City of Key West Resolution No. 95-419 (the "First Amendment").

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Recitals. That the recitals contained herein are true and correct and incorporated herein by reference.

2. Option to Renew. Lessee is hereby granted an option to renew its tenancy for one (1) additional ten (10) year renewal term beginning July 15, 2028 and ending July 14, 2038 (the "Second Renewal Term"), subject to the following terms and conditions:

(a) Lessee shall give written notice to Lessor at least one hundred eighty (180) days before expiration of the prior term, of Lessee's exercise of the option to renew its tenancy.

(b) Lessee must not be in default of any of the conditions or covenants of this Lease, and the Lease must not have been otherwise terminated by Lessor.

3. Improvements. As a condition of this Second Amendment:

(a) Lessee represents and warrants that the improvements shown on the attached **Exhibit A** have been completed within the timeframes set forth on such schedule.

(b) Lessee agrees to make the improvements shown on the attached **Exhibit B**, or an equal dollar amount of improvements that would be approved by the City of Key West (such approval shall not be unreasonably withheld), within twenty-four (24) months from the date of this Second Amendment.

4. Authority. Each person executing this Second Amendment on behalf of a Party represents and warrants that it/he/she is has the full power, authority, and legal right to execute and deliver this Second Amendment on behalf of such Party and that this Second Amendment

constitutes the legal, valid and binding obligations of such Party, its heirs, representatives, successors and assigns, enforceable against such Party or Parties in accordance with its terms. Lessor hereby represents and warrants that it has obtained all necessary approvals and consents required for this Second Amendment.

5. Counterparts. To facilitate execution of this Second Amendment, this Second Amendment may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Second Amendment delivered electronically by facsimile or e-mail shall have the effect of an original, executed instrument. All counterparts of this Second Amendment shall collectively constitute a single instrument; but, in making proof of this Second Amendment it shall not be necessary to produce or account for more than one such counterpart executed by each Party hereto, or that the signature of all persons required to bind any such Party appear on each counterpart of this Second Amendment.

6. Brokers. Each Party represents and warrants to the other that no broker, agent or finder negotiated or was instrumental in negotiating or consummating this Second Amendment.

7. No Further Modification. Except as set forth in this Second Amendment, all of the terms and provisions of the Original Lease and First Amendment (collectively "Lease") shall remain unmodified, in full force and effect, ratified and confirmed. In the event of a conflict between the Lease and this Second Amendment, this Second Amendment shall control. Effective as of the date hereof, all references to the "Lease" shall refer to the Lease as amended by this Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

# Exhibit 1

Tropical Shell and Gifts, Inc.  
 Work In Progress Summary  
 1 Whitehead Street  
 Key West Mallory Square Leasehold Improvements for period June 1, 2016 through June 30, 2018

Posted G/L Date	Vendor Name	Aquarium Injection Wells	Roof	Aquarium Improvements Lighting	Tanks	A/C	Stairs & Walkways	Fire Sprinkler / Suppression System	Solar
6/14/2016	WATER SCIENCE ASSOCIATES	9,605.00							
6/27/2016	CHARLEY TOPPINO & SONS, INC	110,318.25							
7/23/2016	SUNBLOCK & TILE, INC					2,009.40			
7/28/2016	M.C. WELDING					8,005.14			
8/6/2016	DELOACH INDUSTRIES, INC.	47,762.50							
8/11/2016	CHARLEY TOPPINO & SONS, INC	14,645.46							
8/11/2016	CHARLEY TOPPINO & SONS, INC	18,008.33							
9/1/2016	WATER SCIENCE ASSOCIATES	13,615.00							
9/1/2016	WATER SCIENCE ASSOCIATES	6,585.00							
9/1/2016	CHARLEY TOPPINO & SONS, INC	10,853.79							
9/9/2016	SUNBLOCK & TILE, INC					(15,000.00)			
9/13/2016	DELOACH INDUSTRIES, INC.	47,575.00							
9/14/2016	WATER SCIENCE ASSOCIATES	5,480.00							
10/6/2016	CITY OF KEY WEST - LICENSE	1,392.98							
10/18/2016	FOUR STAR RENTALS, INC	705.36							
10/21/2016	FMH BUILDERS, INC					6,225.38			
11/10/2016	LIGHTHOUSE ELECTRIC					2,549.00			
12/13/2016	DOWLING HOLDINGS OF FLORIDA LL								
1/1/2017	DOWLING HOLDINGS OF FLORIDA LL						6,000.00		
1/1/2017	DOWLING HOLDINGS OF FLORIDA LL						21,783.00		
1/30/2017	DOWLING HOLDINGS OF FLORIDA LL						15,961.00		
2/1/2017	ISLAND REFRIGERATION & AC, INC						3,150.00		
2/1/2017	LIGHTHOUSE ELECTRIC						(24,405.15)		
2/15/2017	CHARLEY TOPPINO & SONS, INC	1,750.00				3,372.89			
2/16/2017	CHARLEY TOPPINO & SONS, INC	500.00							
2/20/2017	DELOACH INDUSTRIES, INC.	109,019.25							
3/2/2017	DOWLING HOLDINGS OF FLORIDA LL						2,100.00		
3/16/2017	DOWLING HOLDINGS OF FLORIDA LL						9,409.00		
3/20/2017	DELOACH INDUSTRIES, INC.	8,915.76							
3/20/2017	DELOACH INDUSTRIES, INC.	27,419.97							
3/21/2017	DOWLING HOLDINGS OF FLORIDA LL								
3/31/2017	ISLAND REFRIGERATION & AC, INC						19,650.00		
							12,202.58		

Tropical Shell and Gifts, Inc.  
 Work In Progress Summary  
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 Key West Mallory Square Leasehold Improvements for period June 1, 2016 through June 30, 2018

Posted G/L Date	Vendor Name	Aquarium Injection Wells	Roof	Aquarium Improvements Lighting	Tanks	A/C	Stairs & Walkways	Fire Sprinkler / Suppression System	Solar
3/31/2017 G. Gerwin AMEX - Ichabod Crane Service						1,212.50			
4/3/2017 ISLAND REFRIGERATION & AC, INC						504			
4/4/2017 LIGHTHOUSE ELECTRIC				20,339.01					
4/17/2017 A-PLUS ROOFING			8,300.00						
4/27/2017 KEYS ENERGY SERVICES - TSG									
5/16/2017 DELOACH INDUSTRIES, INC.			6,255.00						
5/25/2017 LIGHTHOUSE ELECTRIC				51,650.00					
5/31/2017 AMEX C. Curry 4-29-17									
5/31/2017 ISLAND REFRIGERATION & AC, INC						750			
6/5/2017 FOUR STAR RENTAL INC									
6/6/2017 FOUR STAR RENTAL INC									
6/7/2017 CHARLEY TOPPINO & SONS, INC									
6/12/2017 DELOACH INDUSTRIES, INC.		9,560.41							
6/15/2017 DELOACH INDUSTRIES, INC.									
7/1/2017 DELOACH INDUSTRIES, INC.									
7/24/2017 LIGHTHOUSE ELECTRIC				42,100.00					
7/26/2017 CHECK ELECTRIC LLC				2,490.00					
7/31/2017 AMEX G. Gerwin 6-28-17									
7/31/2017 AMEX G. Gerwin 6-28-17									
7/31/2017 MIKE MONSALVATGE				5,500.00					
8/9/2017 MIKE MONSALVATGE				8,900.00					
8/10/2017 CHECK ELECTRIC LLC									
8/16/2017 MIKE MONSALVATGE				5,000.00					
8/18/2017 DELOACH INDUSTRIES, INC.									
8/18/2017 DELOACH INDUSTRIES, INC.									
8/24/2017 MIKE MONSALVATGE				7,500.00					
8/29/2017 CHECK ELECTRIC LLC									
9/1/2017 ISLAND REFRIGERATION & AC, INC						12,202.57			
9/1/2017 ISLAND REFRIGERATION & AC, INC						8,802.00			
9/18/2017 DOWLING HOLDINGS OF FLORIDA LL									
9/30/2017 AMEX G. Gerwin 8-28-17			87.92						
9/30/2017 AMEX G. Gerwin 8-28-17			660.56						
9/30/2017 AMEX G. Gerwin 8-28-17			747.56						



**Tropical Shell and Gifts, Inc.**  
**Work In Progress Summary**  
**1 Whitehead Street**  
**Key West Mallory Square Leasehold Improvements for period June 1, 2016 through June 30, 2018**

Posted G/L Date	Vendor Name	Aquarium Injection Wells	Roof	Aquarium Improvements		A/C	Stairs & Walkways	Fire Sprinkler / Suppression System	Solar
		<b>861,521.44</b>	<b>443,712.06</b>	<b>20,458.01</b>	<b>156,655.22</b>	<b>38,423.54</b>	<b>11,268.50</b>	<b>66,544.00</b>	<b>7.</b>

## EXHIBIT B

\$75,000.00	New Maintenance and Laboratory Structure and Equipment
\$25,000.00	Door System Front and Rear (now that the building is air conditioned)
\$50,000.00	Reconfiguration of the Front of the Aquarium (pending successful negotiations on permitting)
\$150,000.00	Extension of shark tank piling system, walkways and reef exhibit with rip rap
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\$98,900.00	Fire Sprinkler System --Shell Warehouse
<u>\$86,000.00</u>	Fire Sprinkler System --Shipwreck Museum
<b><u>\$559,900.00</u></b>	