

RESOLUTION NO. 19-011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AND ACCEPTING THE ATTACHED GRANT AWARD AGREEMENT WITH THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL (TDC) FOR FUNDING IN THE AMOUNT OF UP TO \$125,000.00 FOR TRUMAN WATERFRONT PARK AMPHITHEATER ENHANCEMENTS PROJECT; APPROVING ANY NECESSARY BUDGET ADJUSTMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Key West submitted an application for TDC funding on October 2, 2018, and on December 5, 2018 received a recommendation for Grant Award from the 2019 Bricks and Mortar Capital Projects funding cycle for enhancements at the Key West Amphitheater, including fencing and speaker system structural strong points, from the District I Advisory Committee (DAC-1); and

WHEREAS, the proposed Grant Award will be presented to the Monroe County Board of County Commissioners for consideration on January 23, 2019; and

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

Section 1: That the attached Grant Award Agreement, for TDC funding in the amount of up to \$125,000.00, for the Truman Waterfront Park Amphitheater Enhancements Project is hereby accepted and approved.

Section 2: That necessary budget transfers and amendments to accept the grant funding are hereby approved.

Section 3: That the City Manager is authorized to execute the Grant Agreement upon consent of the City Attorney.

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

Passed and adopted by the City Commission at a meeting held this 2nd day of January, 2019.

Authenticated by the Presiding Officer and Clerk of the Commission on 3rd day of January, 2019.

Filed with the Clerk on January 3, 2019.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Absent</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>


TERI JOHNSTON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

EXECUTIVE SUMMARY

TO: James K. Scholl, City Manager
Greg Veliz, Assistant City Manager

FROM: Carolyn Sheldon, Senior Grants Administrator

DATE: December 18, 2018

RE: **Approving the attached Grant Award Agreement to accept the Tourist Development Council (TDC) grant for the Key West Amphitheater Enhancements Project in an amount not to exceed \$125,000.00 to assist with the installation of fencing and speaker system structural strong points. Authorizing necessary budget amendments or transfers to accept the funding.**

ACTION STATEMENT:

This resolution will approve the attached Grant Award Agreement to accept the Tourist Development Council (TDC) grant for the Amphitheater Enhancements Project in an amount not to exceed \$125,000.00 for installation of fencing and speaker system structural strong points. Approve budget amendments or transfers as necessary to accept funding.

BACKGROUND:

The City of Key West submitted an application on October 2, 2018 for TDC funding from Round 2 of their 2019 Bricks and Mortar Capital Projects funding cycle for the installation of fencing and speaker system structural strong points at the Truman Waterfront Amphitheater. Refer to attached application.

The District I Advisory Committee (DAC I) approved funds for the project on December 5, 2018. The Grant Award Agreement will go before the Board of County Commissioners for approval at their January 23, 2019 meeting.

PURPOSE AND JUSTIFICATION:

The Key West Amphitheater Enhancements project will improve the overall experience of attending an event at the amphitheater with improved safety features and better sound quality. New aluminum fencing and gates will help delineate the ticketing process and provide for organized entry facility. New speaker system structural strong points on structural beams will enhance performance sound and audience viewing of the event.

FINANCIAL IMPACT:

Expenses for the Key West Amphitheater Enhancements project are currently budgeted in Account 1014303 5436300 (Infrastructure Surtax/Ports/Improvements)

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

with funding coming exclusively from Discretionary Sales Surtax proceeds. The TDC funding amount is 100% of the total project cost or up to \$125,000.00. Grant revenues of \$125,000.00 will be budgeted in 1010000 3377001 (TDC grant) and replace the \$125,000.00 Discretionary Sales Surtax originally appropriated.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Grant Award Agreement to accept the Tourist Development Council (TDC) grant for the Key West Amphitheater Enhancements Project in an amount not to exceed \$125,000.00 for installation of fencing and speaker system structural strong points.

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this 23rd day of January, 2019 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and **City of Key West** (Grantee) a government organized and operating under the laws of the State of Florida.

WHEREAS, the district pennies of Tourist Development Tax may be used for the following purposes only: To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, one or more a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or b. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or zoological parks, fishing piers or nature centers which are public owned and operated or owned and operated by not-for-profit organizations and open to the public; and to finance beach park facilities or beach, channel, estuary, or lagoon improvement, maintenance, re-nourishment, restoration, and erosion control; or public facilities if needed to increase tourist related business activities and in accordance with F.S. 125.0104(5).

WHEREAS, Grantee has applied to TDC District I for funding for the **Key West Amphitheater Enhancements** capital 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 improve the property for use as an 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 January 23, 2019 through to **March 31, 2020**. 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. **The project work described in Exhibit A must commence within the fiscal year funded which is October 1, 2018 to September 30, 2019. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office.**

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 above mentioned project. Segment(s) of the work is/are more particularly described in Exhibit 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 **March 31, 2020** and all invoices pertaining to this project shall be submitted to the Finance Department of Monroe County no later than **March 31, 2020** 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 James Scholl (Phone: 305-809-3888 Email: jscholl@cityofkeywest-fl.gov; csheldon@cityofkeywest-fl.gov). 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 three 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, 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. Refer to: <http://www.monroecounty-fl.gov/DocumentCenter/Home/View/9733>

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 **\$125,000 (One Hundred and Twenty Five Thousand Dollars TDC District I funding)** for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 100% (one hundred percent) reimbursement from Grantor. Payment shall be 100% (one hundred 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, invoices, canceled checks, before and after pictures, County Project Manager signature of inspection and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, 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 (Stephen Sanders- phone: 305-295-4338 email: Sanders-Stephen@MonroeCounty-Fl.gov or Cary Knight- phone: 305-292-4416 email: Knight-Cary@MonroeCounty-Fl.gov) and to arrange for inspection upon the completion of each segment. It shall be the responsibility of the project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. 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.

All payment requests must be submitted no later than **March 31, 2020**. Invoices received after **March 31, 2020** 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 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 packet. This document should be signed by the project manager.

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 the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) 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.

d.) 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 upon request for personal property and forward said completed form 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 real and personal, 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 125.0104 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, 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. If an audit determines that monies paid to the Grantee pursuant to this agreement were spent for purposes not authorized by this agreement, the Grantee shall repay the monies together with interest calculated pursuant to Sec. 55.03, F.S. running from the date the monies were paid to Grantee. 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 the 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, wrongful acts or omissions 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. 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 on insurance policies, except 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 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.** Grantee and County are subdivisions as defined in 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective negligent acts and omissions of its agents or employees to the extent permitted

by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as a consent by a state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this agreement or any other contract. Subject to 768.28, 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) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) 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 **March 31, 2020**. 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 of 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 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 – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Ammie Machan 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 for this contract (certificate only for workers' compensation coverage). Insurance information should be mailed to:

**Monroe County Board of County Commissioners
c/o Risk Management
P.O. Box 1026**

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

**For Grantee: James Scholl
City of Key West
1300 White St.
Key West, FL 33040**

**For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040**

and

**Ms. Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026**

22. CLAIMS FOR FEDERAL OR STATE AID. Grantee 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. Any conditions imposed as a result of funding that effect the Project will be provided to each party.

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.

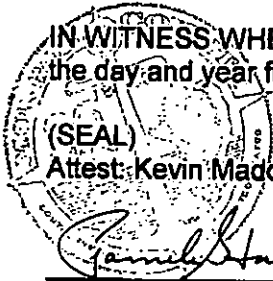
26. **FORCE MAJEURE.** The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration 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 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 Grantor 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 Grantor, the Grantee must furnish evidence of the causes of such delay or failure. Grantor shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

27. **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.

28. **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.

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

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



(SEAL)
Attest: Kevin Madok, Clerk

Kevin Madok
Deputy Clerk

Board of County Commissioners
of Monroe County

Sylvia J. Murphy
Mayor/Chairman

FILED FOR RECORD
2019 FEB - 1 PM 1:11
CLERK CIR. CT.
MONROE COUNTY, FL

City of Key West

Attest:



Teri Johnston
Teri Johnston

Print Name

Date: 1-3-19

By: *Teri Johnston*
Mayor

Teri Johnston

Print Name

Date: 1-3-19

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 1/4/19

EXHIBIT A

NAME OF ENTITY: City of Key West

NAME OF PROJECT: Key West Amphitheatre Enhancements

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> <u>Description:</u> Materials, equipment, labor and engineering work required to:</p> <ul style="list-style-type: none"> • Install fence with gates from Entry Control Point to NOAA property line, connecting to existing fence, including any necessary irrigation, site repairs and work associated to accommodate fence installation • Install structural strong points for suspension of perimeter speaker system <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><u>Total Cost: \$125,000</u></p> <p><u>In-Kind:</u> No in-kind will be used towards reimbursement of this project.</p>	<p><u>TDC portion: \$125,000</u></p>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER World Risk Management LLC a member of: Ballator Insurance Group 20 N Orange Ave Ste 500 Orlando FL 32801		CONTACT NAME: Jennifer Jennings PHONE (A/C, No, Ext): (407) 445-2414 FAX (A/C, No): (407) 445-2888 E-MAIL ADDRESS: Jennifer.Jennings@wrmlc.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Public Risk Management of Florida	NAIC # 58159
INSURED City of Key West PO Box 1409 1300 White St Key West FL 33040		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1882101448 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PRM018-005-073	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Self Insured Retention: \$ 100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comprehens <input checked="" type="checkbox"/> Collision			PRM018-005-073	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Col'l Deductible \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PRM018-005-073	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: TDC Project
With respects to the listed coverages held by the named insured, as evidence of insurance.

APPROVED BY RISK MANAGEMENT
BY [Signature]
DATE 12-13-18
WAIVER N/A YES

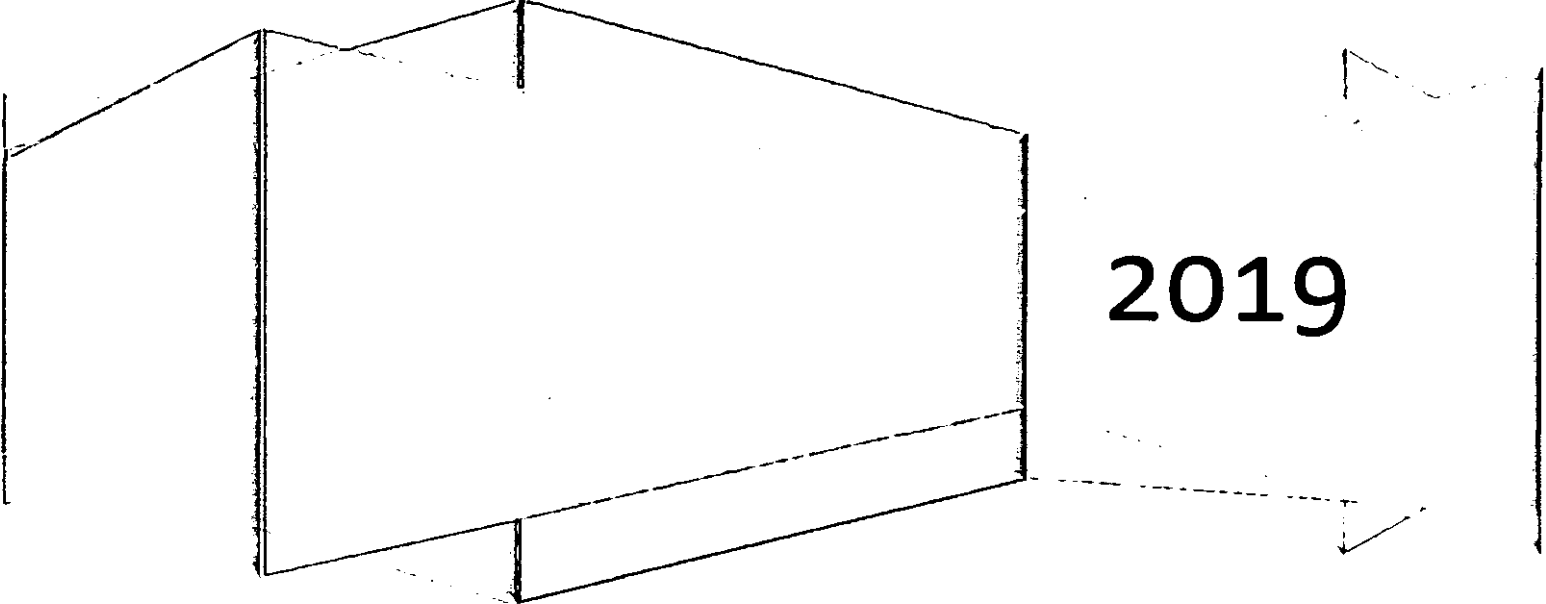
CERTIFICATE HOLDER Monroe County Board of County Commissioners c/o Risk Management P.O. Box 1026 Key West FL 33041	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <u>[Signature]</u>
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MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

REIMBURSEMENT PACKET

CAPITAL PROJECT FUNDING

City of Key West
Key West Amphitheater Enhancements
\$125,000.00



2019

REIMBURSEMENT REQUEST COVER SHEET

Mail or deliver completed reimbursement requests to the following address:

Monroe County Tourist Development Council
1201 White Street (Suite 102)
Key West, FL 33040

Name of Organization: City of Key West

Name of Project: Key West Amphitheater Enhancements

\$ 125,000.00

Contract ID: 2288

Project Expiration Date: March 31, 2020

Line Item Number: 117 77040 530340 TK97356X 530340

Check # or Name of Credit Card Used	Check or Credit Card Date	Payee	Reason	Amount Paid
			A) Total of Above Submissions:	
			B) Total of Prior Payments:	
			C) Total Requested and Paid (A+B):	
			D) Total Contract Amount:	\$125,000.00
			E) Balance of Contract (D-C):	0

Extra expenditure listing sheets are available for your use at the back of this packet – please insert behind page 1 if needed.

ATTACHMENTS AND CHECK LIST
(Complete and Submit with Reimbursement Request)

- I am the President of the Organization or the Project Manager listed within the signed Agreement (If this has changed please contact the TDC office immediately (305-296-1552 and ask for Ammie Machan or Maxine Pacini).
- I have reviewed Exhibit A of the Agreement and there are no changes (Contact the TDC office immediately if there are differences between Exhibit A and the work you have completed (305-296-1552 and ask for Ammie Machan or Maxine Pacini).
- I am submitting for Segment # ____ of ____ (Refer to Exhibit A).
- I understand that I will only be reimbursed for costs directly related to items listed in Exhibit A. The TDC does not pay for telephone charges; mailing or postage costs; travel expenses such as airline tickets, gas, rental cars, etc. I will contact the TDC office ahead of reimbursement if I have any questions regarding my submission.
- I have paid 100% of the segment or project cost up front to the entity completing work and have enclosed invoices and proof of payment to that entity in the form of a copy of the check with bank statement showing check has cleared; or credit card statement showing payment made – credit card used must be in the name of the organization who the agreement is entered into.
- My project amount exceeded \$50,000 and I am including backup to show that I followed the bidding/procurement guidelines of Monroe County or a notarized statement as to why this was unobtainable. (TDC Capital Project Competitive Solicitation Guidelines can be viewed at www.monroecounty-fl.gov/tdc).
- My project cost was under \$50,000 and I am submitting 2 quotes which I received for the work completed or a notarized statement as to why this was unobtainable.
- I have attached copies of all contracts with contractors and sub-contractors.
- I have enclosed before and after pictures of the completed project.
- I will permanently display and maintain at my organizations own expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of the facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." A photograph of said acknowledgment is attached.
- I have completed the Reimbursement Request Cover Sheet and have securely attached all of the above mentioned documents.
- I have contacted the Monroe County Engineering Department at the number listed in my Agreement and they have inspected my project and signed off approval. I have attached the signed approval as part of my reimbursement packet.
- I have attached a notarized verification statement to this request for reimbursement.

REVIEW AND APPROVAL BY MONROE COUNTY ENGINEERING DEPARTMENT

(Must be completed before submitting for reimbursement)

I certify that as a representative of the Monroe County Engineering Department, I have reviewed and inspected the segment(s) of the project outlined under this request for reimbursement and it is my determination that the scope of services outlined in Exhibit A have been met.

Authorized Signature Representing Monroe County Engineering Department

Printed Name

Date of Inspection

VERIFICATION

(To be completed by the President of the Organization or Project Manager; notarized and returned with submission for reimbursement)

I swear and certify that the information contained within this submission for reimbursement is true and correct, and that I am the duly authorized representative of this capital project submission.

President or Project Managers Name (Printed)

Signature of President or Project Manager

Sworn to and subscribed before me this ____ day of _____, 20__ by
_____ who is personal known to me ____ or produced a form of
Identification ____.

Notary Public

My Commission Expires: _____

Notary Stamp:

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 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). Attach as **Exhibit A**

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER OF APPLICANT'S ORGANIZATION:
59-6000346

DESIGNATED PROJECT CONTACT PERSON:

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

Name & Title: James K. Scholl

Telephone/mobile no.: 305-809-3888

E-mail: jscholl@cityofkeywest-fl.gov

Address: 1300 White Street
Key West, Florida 33040

TYPE OF APPLICANT: Non-Profit Governmental Entity

PROJECT TITLE: Key West Amphitheater Enhancements

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

21 E. Quay Road

RE #00001630-001000

WEBSITE FOR FACILITY: www.cityofkeywest-fl.gov

WHICH OF THE FOLLOWING APPLIES TO YOUR FACILITY?

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 FACILITY?

- Convention Center Sports Stadium Sports Arena Coliseum
 Auditorium Aquarium Museum Zoological Park
 Nature Center Fishing Pier *Beach or Beach Park Facility, channel, estuary or lagoon
 Public facilities in accordance with conditions set forth in F.S. 125.0104(5)(a)(6)

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? There are no funds available for Beach/Beach Park Facilities, channels, estuary or lagoons in DAC V**

- Improvement Renourishment 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

Code Enforcement: Does your organization/property have any outstanding code violations and/or fines/costs or liens? (Please note that pursuant to Section 2-25(e), Monroe County Code, organizations with outstanding code compliance fines are not eligible to receive grants or contracts from the county until such time as the fines are resolved through payment or settlement.) Yes No If you have answered yes, please explain below:

Please only complete the section of page 10 which corresponds to your type of application

Non-Profit Organizations

Payment may be up to 75% reimbursement of the total cost of each segment of the project, subject to the maximum reimbursement amount of expenditures for each segment (if the project work is segmented) as set forth in the agreement. Applicant must be prepared to pay the entire cost of each segment of work in advance of seeking the up to 75% reimbursement. For purposes of this application no more than fifty percent (50%) of out of pocket cost for non-profits shall be of in-kind services and materials, and no in-kind services shall be reimbursed. If the TDC Funds Requested are allocated at less than 75% of the total project cost, only then may the organization request to allow additional in-kind services after submission of the application, which must be entered into your final agreement. The project may be broken down into 2 or 3 segments. When one segment is completed, reimbursement of the TDC portion of that completed segment cost can be applied for through the TDC. For acquisition of property see important information on page 5.

Total Project Cost:	TDC Funds Requested: (Up to 75% of Total Project Cost)	Organization Out of Pocket Cost: (Total Project Cost less TDC Funds Requested)	Confirmed In-Kind Services (Up to 50% of Out of Pocket Costs)	Confirmed/Available Hard Dollar Funds: (Total Project Cost Less In-Kind Services)	Organizations Financial Investment: (Out of Pocket Cost Less In-Kind Services)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

In the space below list all in-kind services and goods and their values. These values are subject to negotiation with TDC/County. Please refer to page 4 of this application.

Governmental Entities

Payment may be up to 100% 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 agreement. Applicant must be prepared to pay the entire cost of each segment in advance of seeking up to 100% reimbursement. The project may be broken down into 2 or 3 segments. For acquisition of property see important information on page 5.

Total Project Cost:	TDC Funds Requested: (Up to 100% of Total Project Cost)	Governmental Agency Out of Pocket Cost (Total Project Cost less TDC Funds Requested)	I have highlighted the line item in budget for this specific project. Enclose portion of line item budget as proof of funding for Exhibit B <input checked="" type="checkbox"/>
\$125,000	\$125,000	\$ _____	

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 4) **Enclose proof of funding as Exhibit B.**

In the space below list the specific items/services, and the estimated dollar amount for each of those items/services that your requested TDC funds will be spent on (please do not include contingency fees or warranty fees as part of your budget):

Item	Cost
Furnish & Install Aluminum Fence with Gates Irrigation, site repairs and associated work to accommodate fence installation Total Fence Related Work	\$ 90,000
New Structural Strong Points for suspension of perimeter speaker systems	\$ 30,000
Engineering	\$ 5,000
Total Project Estimate	\$125,000

1. Use:

a) Original use of structure and date of construction:

Venue for concerts, festivals and community events. Construction Final Completion May 2018

b) Present use:

Venue for concerts, festivals and community events

c) Proposed use:

Venue for concerts, festivals and community events

d) Insert or attach photograph of existing site (**Enclose as Exhibit C**):

e) 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 the TDC shall be owned and operated by a governmental entity or non-profit organization. Applicant shall provide proof of property ownership, long-term lease or *Monroe County Tourist Development Council FY 2019 2nd Round Capital Project Application*

service contracts for consideration of funding, and should show sufficient expertise or financial capability to operate such facilities (**Enclose as Exhibit D**).

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, or service contract 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, at least two (2) current real estate appraisals and one (1) environmental assessment shall be provided (**Enclose as Exhibit E**). 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. 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 agreement and demand for return of any monies paid thereunder (**Enclose as Exhibit F**).

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

Please refer to Exhibit F for the list of restrictions.

None of these restrictions will have a negative impact on our ability to complete the enhancements.

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 all 28.2 acres of 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 agreement and demand for return of any monies paid thereunder (**Enclose as Exhibit G**).

Please refer to Exhibit F for a list of 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 and/or the Municipality'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. Please list all permits required to complete this project)

Truman Waterfront Park Major Development Plan including the Key West Amphitheater was approved by City Commission by Resolution 14-137. City Commission approved construction under Resolution 17-035. All necessary building permits were issued and subsequently closed by the Key West Building Department. Key West Amphitheater Enhancements will require a new City Building Permit for site and structural related work.

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

Yes No If yes, attach explanation as **Exhibit H**

d) Indicate whether or not the project will be accessible to the handicapped per Chapter 553, Part V, Florida Statutes and the Americans with Disabilities Act, Public Law 1012-336.

Yes No If no, attach explanation as **Exhibit I**

e) Explain how your facility will utilize recycling within the work of your proposed project:

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

f) 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 is open and available to the general public year round, all 365 days of the year. This past year, we estimate approximately 7,800 residents and tourists attended events at this facility. The estimate is based on 10 functions taking place at the facility with a range of 200 to 2,000 persons in attendance. There are 16 events scheduled so far this coming year at which we estimate an average of 1,500 persons per event or 24,000. Once the City hires a venue manager, we anticipate these numbers to increase.

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 replacement or cosmetic repairs are needed (e.g., peeling paint, missing ornamental features, windows, doors, 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.

9. Status of Project Planning: (Any work initiated prior to the approval of an agreement by the Monroe County Board of County Commissioners will be at applicants own cost):

- | | |
|-----------------------------------------------------------|-------------------------------------------------------------------|
| <input type="checkbox"/> Not yet initiated | <input type="checkbox"/> Initiated |
| <input checked="" type="checkbox"/> Schematics complete | <input type="checkbox"/> Design development completed |
| <input type="checkbox"/> Construction documents completed | <input type="checkbox"/> Permits have been obtained (if required) |

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

Anticipate engaging Artibus Design (structural engineer) to review previously developed details

Enclose preliminary plans or architectural documents completed to date - 1 set (**Enclose as Exhibit J**).

11. Has an agreement for architectural services or construction services been executed?

- Yes (costs will not be reimbursed by TDC) No
- Project does not require architectural services

12. It is the County's policy **not to fund operations and maintenance costs** of organizations. 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.

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

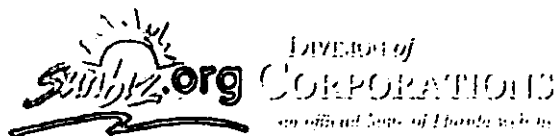
13. Estimated completion date 09/30/2019

14. How will the project enhance tourism in Monroe County?

The Key West Amphitheater Enhancements project will improve the overall experience of attending an event at the amphitheater with improved safety features such as fencing and better sound quality. New aluminum fencing and gates to help delineate the ticketing process and ensure organized entry to the facility will create a more secure facility. New structural north and south "strong points" on structural beams will enhance the existing Amphitheater rigging system and will facilitate suspension of perimeter speaker systems enhancing audience viewing of the performers and improved sound.

15. 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 proposed operational budget and marketing program to promote this facility as a tourist attraction. **(Attach as Exhibit K)**



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Not For Profit Corporation
THE CITY OF KEY WEST, INC.

Filing Information

Document Number	N13000007165
FEI/EIN Number	38-3916807
Date Filed	08/07/2013
Effective Date	08/07/2013
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/02/2014

Principal Address

1300 White Street
KEY WEST, FL 33040

Changed: 02/09/2017

Mailing Address

1300 White Street
KEY WEST, FL 33040

Changed: 02/09/2017

Registered Agent Name & Address

SMITH, SHAWN D, ESQ
1300 White Street
KEY WEST, FL 33040

Address Changed: 02/09/2017

Officer/Director Detail

Name & Address

Title P

CATES, CRAIG
1300 White Street
KEY WEST, FL 33040

Title B

LOPEZ, CLAYTON
1300 White Street
KEY WEST, FL 33040

Title B

Kaufman, Samuel
1300 White Street
KEY WEST, FL 33040

Title B

Romero, Margaret
1300 White Street
KEY WEST, FL 33040

Title B

WARDLOW, WILLIAM
1300 White Street
KEY WEST, FL 33040

Title B

WEEKLY, JAMES
1300 White Street
KEY WEST, FL 33040

Title B

Payne, Richard
1300 White Street
Key West, FL 33040

Annual Reports

Report Year	Filed Date
2016	05/11/2016
2017	02/09/2017
2018	01/24/2018

Document Images

01/24/2018 - ANNUAL REPORT	View image in PDF format
02/09/2017 - ANNUAL REPORT	View image in PDF format
05/11/2016 - ANNUAL REPORT	View image in PDF format
01/27/2015 - ANNUAL REPORT	View image in PDF format
10/02/2014 - REINSTATEMENT	View image in PDF format
08/07/2013 - Domestic Non-Profit	View image in PDF format

2018 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N13000007165

Entity Name: THE CITY OF KEY WEST, INC.

Current Principal Place of Business:

1300 WHITE STREET
KEY WEST, FL 33040

Current Mailing Address:

1300 WHITE STREET
KEY WEST, FL 33040 US

FEI Number: 38-3916807

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SMITH, SHAWN D ESQ
1300 WHITE STREET
KEY WEST, FL 33040 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name CATES, CRAIG
Address 1300 WHITE STREET
City-State-Zip: KEY WEST FL 33040

Title B
Name LOPEZ, CLAYTON
Address 1300 WHITE STREET
City-State-Zip: KEY WEST FL 33040

Title B
Name KAUFMAN, SAMUEL
Address 1300 WHITE STREET
City-State-Zip: KEY WEST FL 33040

Title B
Name ROMERO, MARGARET
Address 1300 WHITE STREET
City-State-Zip: KEY WEST FL 33040

Title B
Name WARDLOW, WILLIAM
Address 1300 WHITE STREET
City-State-Zip: KEY WEST FL 33040

Title B
Name WEEKLY, JAMES
Address 1300 WHITE STREET
City-State-Zip: KEY WEST FL 33040

Title B
Name PAYNE, RICHARD
Address 1300 WHITE STREET
City-State-Zip: KEY WEST FL 33040

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CRAIG CATES

PRESIDENT

01/24/2018

Electronic Signature of Signing Officer/Director Detail

Date

City of Key West
Annual Budget
Fiscal Year 2018/2019

Fund: 101 Infrastructure Surtax
 Department: 4303 Truman Waterfront

Key	Object	Account Description	Category	FY 2015/2016 Actuals	FY 2016/2017 Actuals	FY 2017/2018 Adopted	FY 2017/2018 6 Mth Amnd	FY 2017/2018 6 Mth Actuals	FY 2018/2019 Dept Req	FY 2018/2019 CM Review	FY 2018/2019 CC Adopted
1014303	5436200	Buildings		\$0	\$0	\$250,000	\$250,000	\$0	\$0	\$0	\$0
1014303	5436300	Infrastructure		\$1,289,180	\$4,957,968	\$1,405,618	\$1,473,568	\$2,981,519	\$4,555,000	\$2,140,000	\$2,140,000
		GR0703 - TRUMAN WATERFRONT DEVELOPMENT (CARRY FORWARD \$1,100,000)									\$0
		IS43031701 - TRUMAN WATERFRONT PARK FRUIT TREE GROVE (CARRY FORWARD \$75,410)									\$75,000
		IS43031801 - TRUMAN WATERFRONT PARK PHASE 1B (CARRY FORWARD \$163,580)									\$1,940,000
		NEW CIP - AMPHITHEATER ENHANCEMENTS									\$125,000
		TR1501 - TRUMAN WATERFRONT BLDG 103 ASSESSMENT & STABILIZATION (CARRY FORWARD \$53,800)									\$0
		TR1502 - TRUMAN WATERFRONT AMPHITHEATER (CARRY FORWARD \$273,000)									\$0
		TR1503 - TRUMAN WATERFRONT NOAA SEAWALL REPAIR (CARRY FORWARD \$250,000)									\$0
Capital Outlay				\$1,289,180	\$4,957,968	\$1,655,618	\$1,723,568	\$2,981,519	\$4,555,000	\$2,140,000	\$2,140,000
Truman Waterfront - Total				\$1,289,180	\$4,957,968	\$1,655,618	\$1,723,568	\$2,981,519	\$4,555,000	\$2,140,000	\$2,140,000

**CITY OF KEY WEST
FY 18/19 CIP PROJECT DETAIL**

Project No: TBD
 Project Name: Truman Amphitheater Enhancements
 Location: Truman Waterfront
 Department: Engineering
 Account No: 101-4303-543-6300

Date: 07/05/18
 Contact: J. Bouquet
 Project Start: 10/01/18
 Project Complete: 09/30/19
 Project Estimate: \$ 125,000
 Project Funding to Date: \$ 125,000

Project Description/Justification:

Install security fence & additional structural supports for sound system.

Reasons for Funding Modification (if applicable):

Need for additional restroom on hold until determination by new Venue Manager

Operating Impact:

Related Projects:

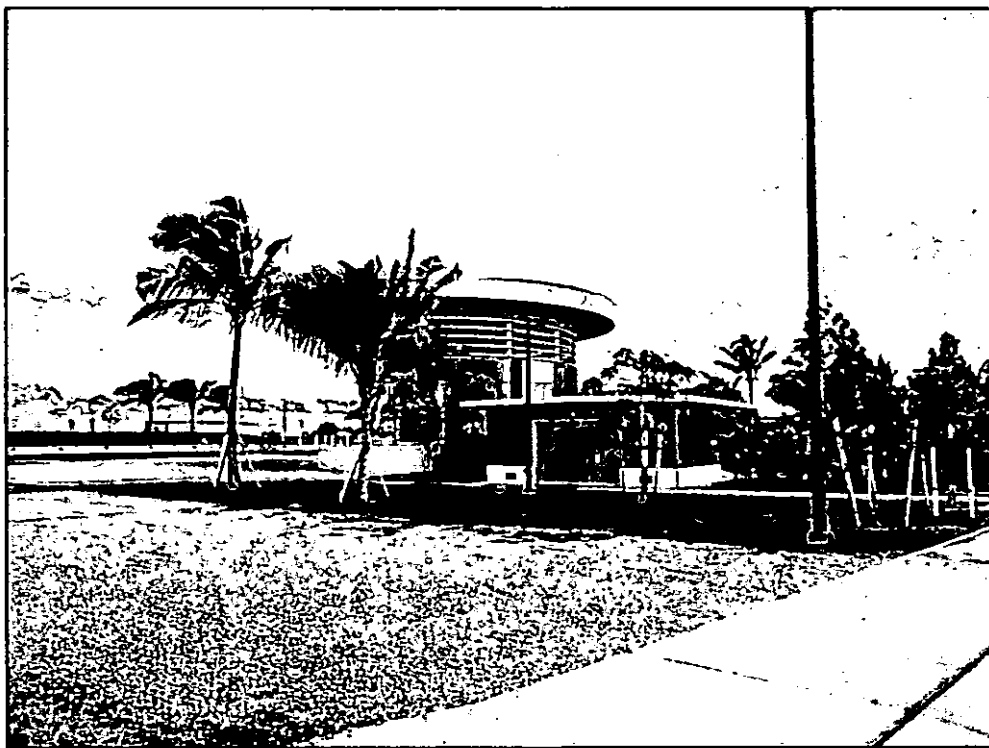
Project Phase Summary

Phase	Committed	FY18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	
Construction		\$ 125,000					
Total	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ 125,000

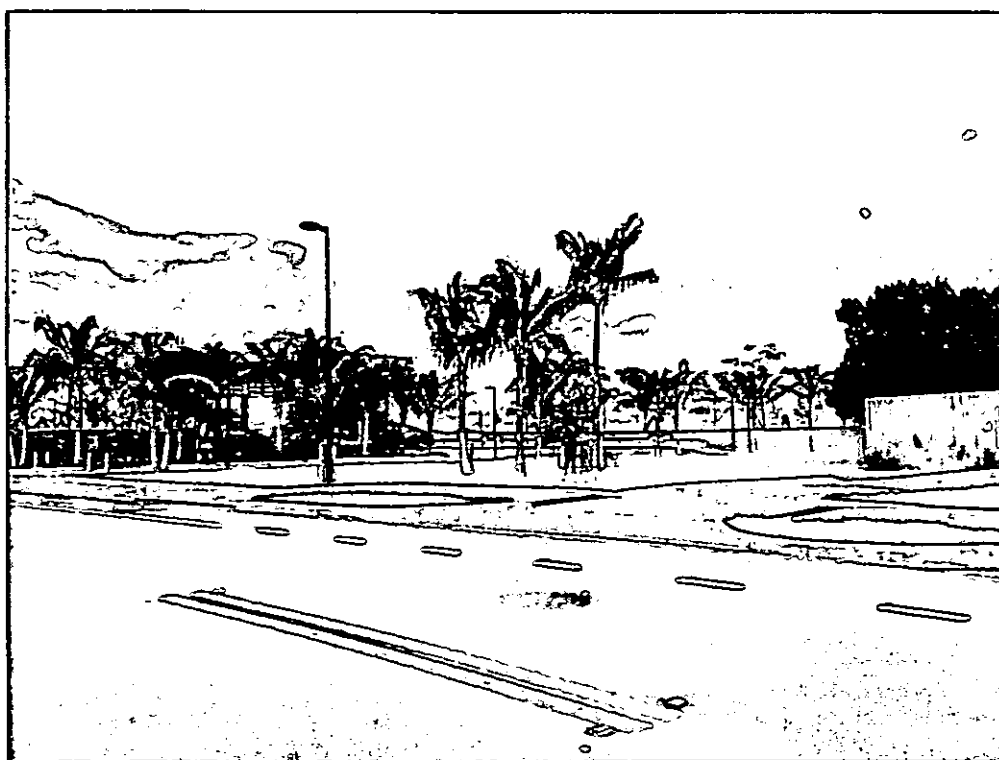
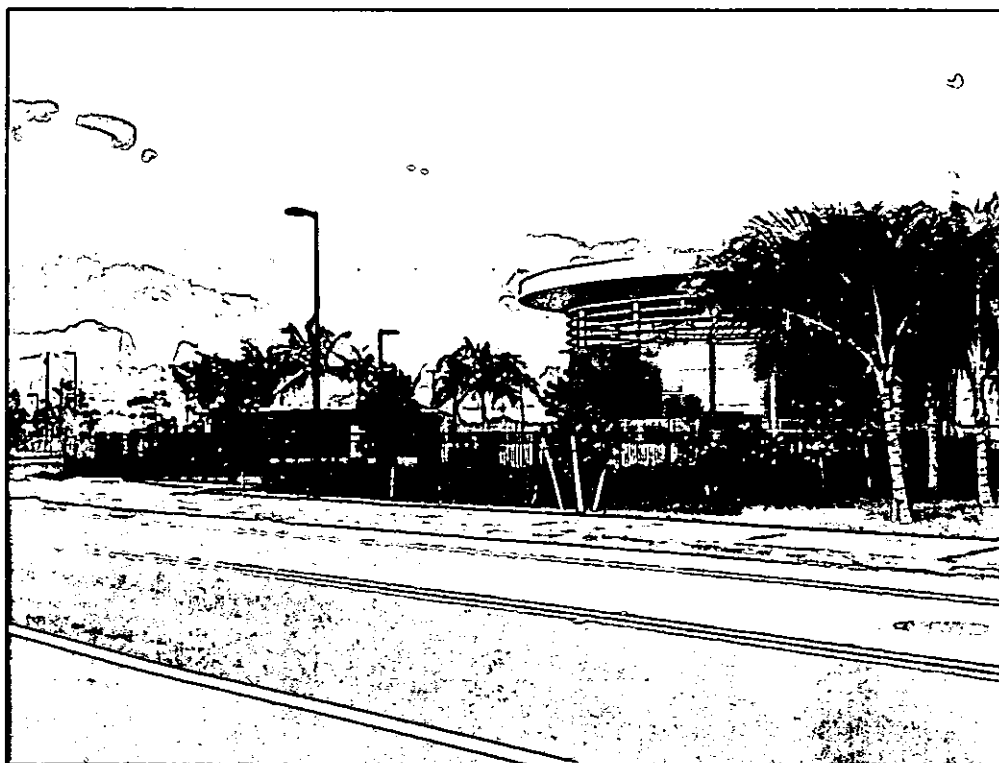
Funding Source Summary

Phase	Committed	FY18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	
Fund 101		\$ 125,000					
Total	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ 125,000

Key West Amphitheater
Existing Facilities



Key West Amphitheater
Existing Facilities



Key West Amphitheater
Existing Facilities

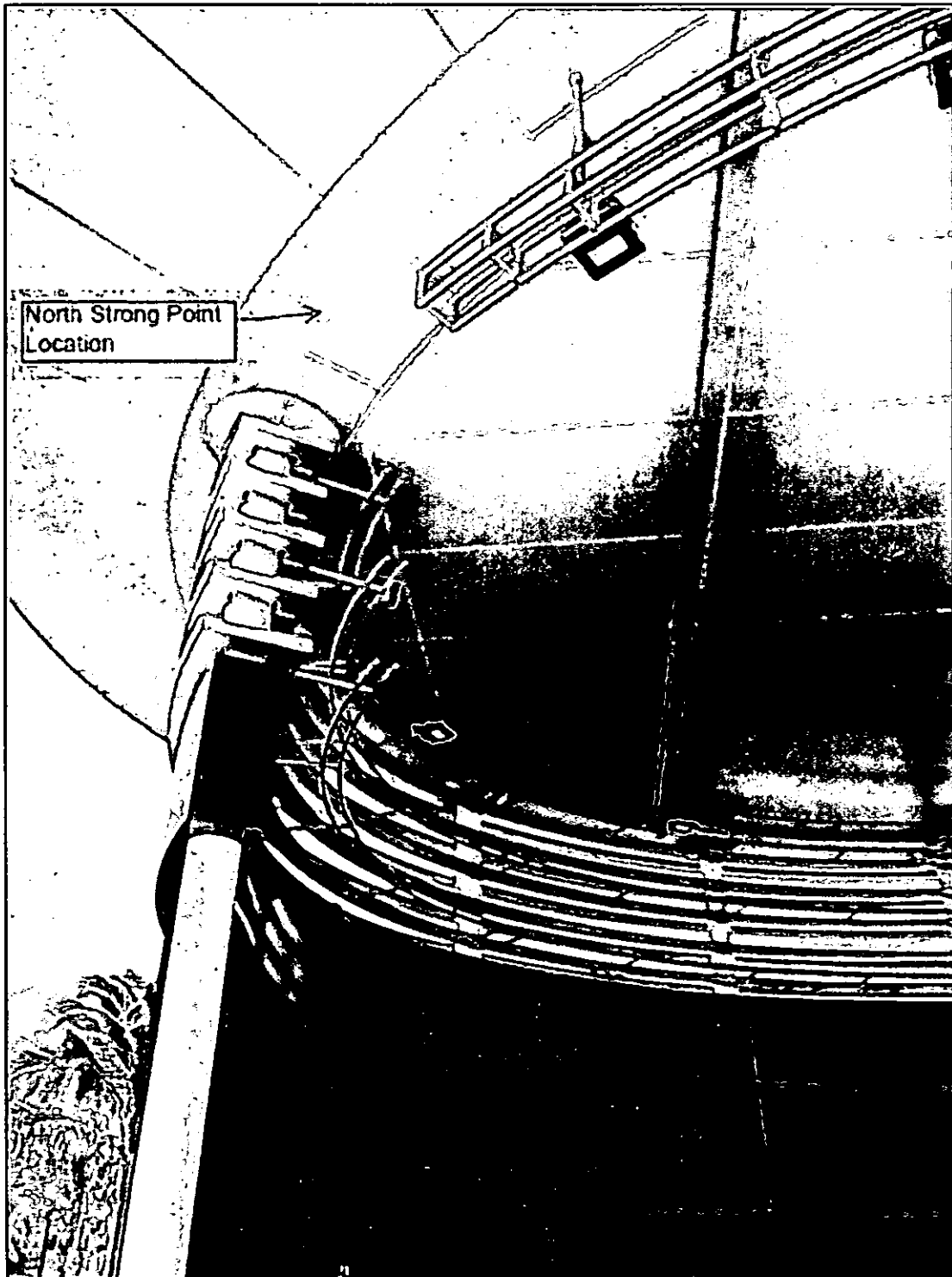
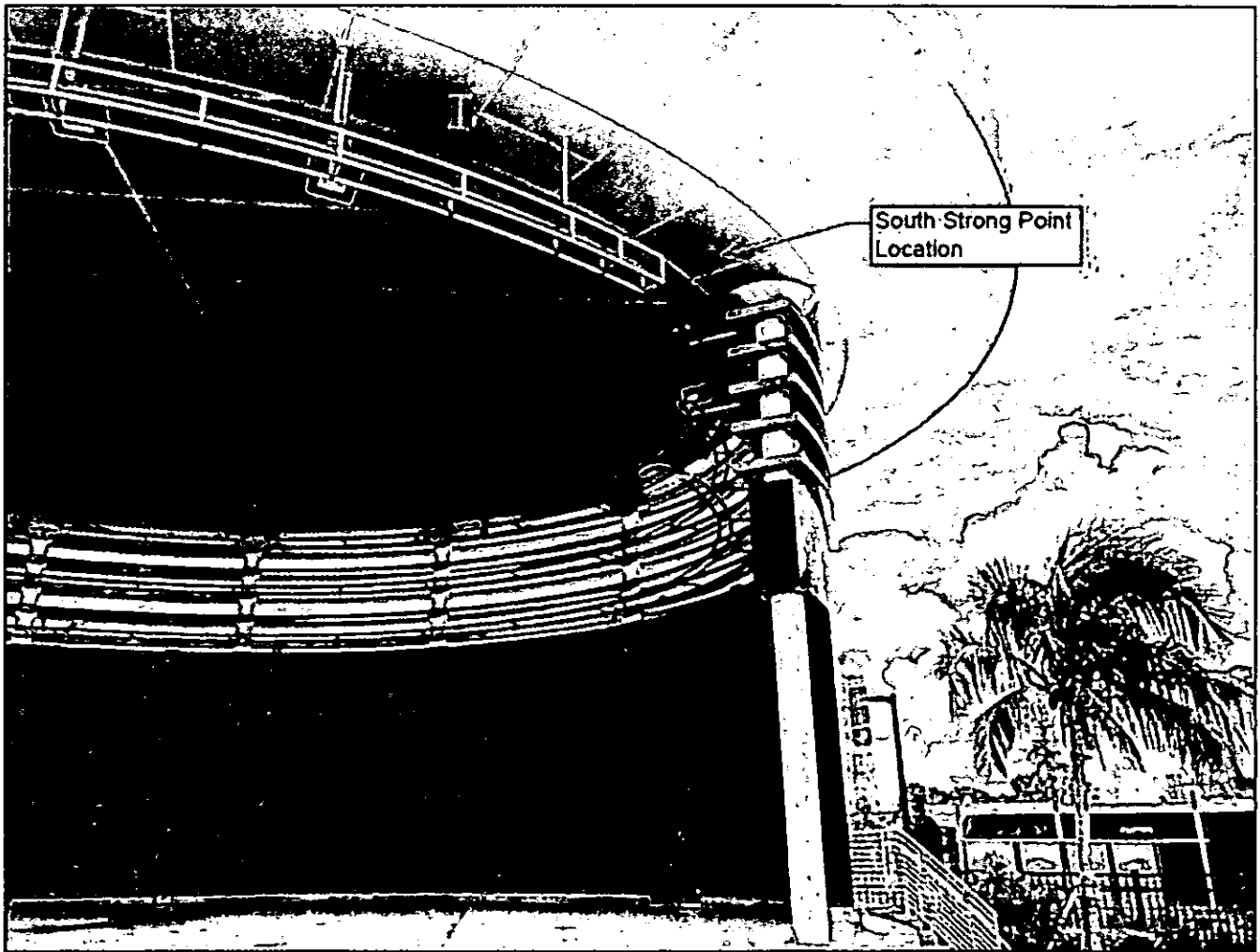
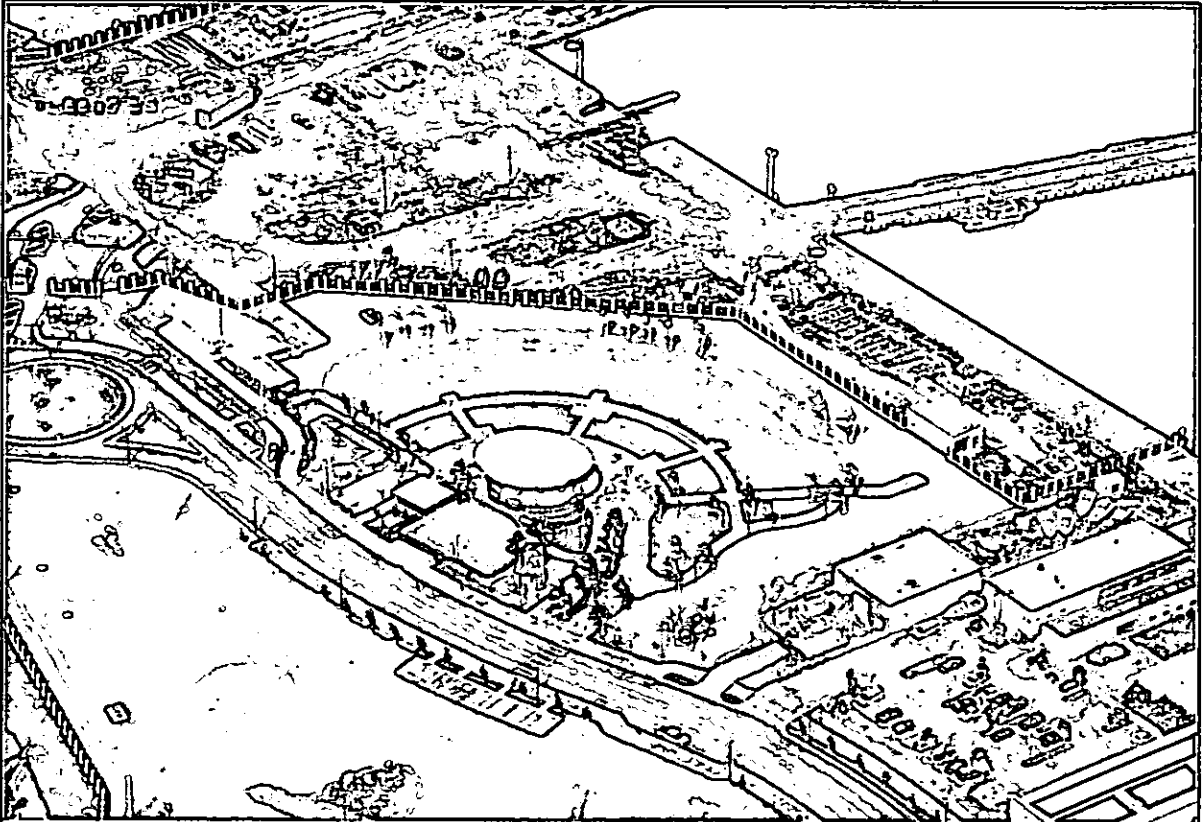


Exhibit C

Key West Amphitheater
Existing Facilities



Key West Amphitheater
Location Map



Truman Waterfront Park Amphitheater

Print #180411028

Date: 04/11/18

Lat/Lon: 24.550434 -81.807753

Order No. 63244

Aerial Photography, Inc. 954-568-0484

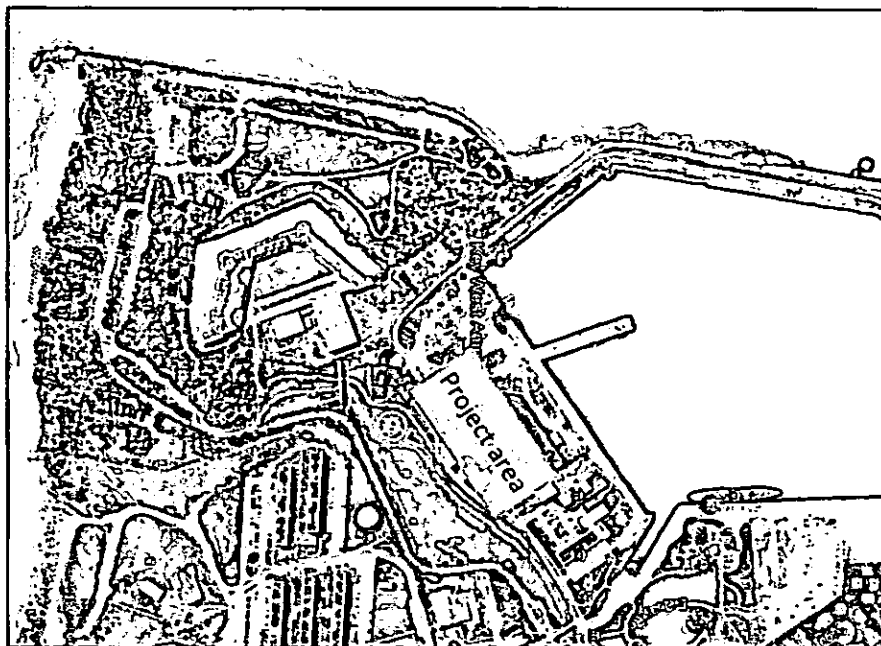


Exhibit D



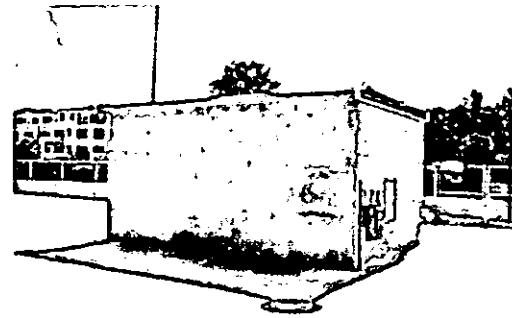
Disclaimer

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

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

Summary

Parcel ID 00001630-001000
 Account # 9038855
 Property ID 9038855
 Millage Group 10KW
 Location Address 21 QUAY Rd, KEY WEST
 Legal Description KW PARCEL OF LAND LYING W'LY OF TRUMAN ANNEX (24.95 AC)
 U-161-329 OR 1839-410/479Q/C
 (Note: Not to be used on legal documents)
 Neighborhood 32140
 Property Class MUNICIPAL (8900)
 Subdivision
 Sec/Twp/Rng 06/68/25
 Affordable No
 Housing



9038855A BLDG.1,2,&3 MOLE 06/18/03

Owner

CITY OF KEY WEST
 PO BOX 1409
 KEY WEST FL 33041

Valuation

	2018	2017	2016	2015
+ Market Improvement Value	\$1,766,009	\$1,766,009	\$1,766,009	\$1,777,702
+ Market Misc Value	\$2,084,275	\$2,084,275	\$2,084,275	\$1,833,353
+ Market Land Value	\$39,920,000	\$39,920,000	\$39,920,000	\$39,920,000
= Just Market Value	\$43,770,284	\$43,770,284	\$43,770,284	\$43,531,055
= Total Assessed Value	\$43,770,284	\$43,770,284	\$43,770,284	\$43,531,055
- School Exempt Value	(\$43,770,284)	(\$43,770,284)	(\$43,770,284)	(\$43,531,055)
= School Taxable Value	\$0	\$0	\$0	\$0

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL EXEMPT (100E)	24.95	Acreage	0	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
ASPHALT PAVING	1943	1944	1	11100 SF	2
PATIO	1943	1944	1	1120 SF	2
PATIO	1943	1944	1	126 SF	2
ASPHALT PAVING	1943	1944	1	1440 SF	2
PATIO	1943	1944	1	1462 SF	2
ASPHALT PAVING	1943	1944	1	14640 SF	2
PATIO	1943	1944	1	1470 SF	2
PATIO	1943	1944	1	1575 SF	2
ASPHALT PAVING	1943	1944	1	16000 SF	2
ASPHALT PAVING	1943	1944	1	18000 SF	2
PATIO	1943	1944	1	190 SF	2
PATIO	1943	1944	1	240 SF	2

Exhibit D

Description	Year Built	Roll Year	Quantity	Units	Grade
PATIO	1943	1944	1	242 SF	2
ASPHALT PAVING	1943	1944	1	27300 SF	2
PATIO	1943	1944	1	276 SF	2
PATIO	1943	1944	1	2800 SF	2
ASPHALT PAVING	1943	1944	1	2860 SF	2
PATIO	1943	1944	1	3040 SF	2
PATIO	1943	1944	1	340 SF	2
ASPHALT PAVING	1943	1944	1	4560 SF	2
PATIO	1943	1944	1	480 SF	2
CONCRETE DOCK	1943	1944	1	50 SF	4
PATIO	1943	1944	1	528 SF	2
ASPHALT PAVING	1943	1944	1	5888 SF	2
PATIO	1943	1944	1	720 SF	2
ASPHALT PAVING	1943	1944	1	7540 SF	2
RW2	1943	1944	1	900 SF	3
ASPHALT PAVING	1943	1944	1	9150 SF	2
CH LINK FENCE	1974	1975	1	120 SF	1
FENCES	1974	1975	1	160 SF	3
ASPHALT PAVING	1974	1975	1	22500 SF	2
CH LINK FENCE	1974	1975	1	84 SF	1
PATIO	1979	1980	1	464 SF	2
PATIO	1979	1980	1	500 SF	2
PATIO	1979	1980	1	552 SF	2
PATIO	1979	1980	1	555 SF	2
RW2	1979	1980	1	954 SF	3
PATIO	1984	1985	1	1034 SF	2
CONCRETE DOCK	1984	1985	1	10556 SF	4
ASPHALT PAVING	1984	1985	1	11600 SF	2
SEAWALL	1984	1985	1	18096 SF	4
ASPHALT PAVING	1984	1985	1	18666 SF	2
BOAT RAMP	1984	1985	1	23220 SF	3
CH LINK FENCE	1984	1985	1	33352 SF	2
ASPHALT PAVING	1984	1985	1	4175 SF	2
ASPHALT PAVING	1984	1985	1	4884 SF	2
PATIO	1984	1985	1	7260 SF	2
PATIO	1984	1985	1	73322 SF	2
UTILITY BLDG	1999	2000	1	36 SF	5
CH LINK FENCE	2001	2002	1	17960 SF	1
FENCES	2001	2002	1	400 SF	5
FENCES	2001	2002	1	462 SF	5

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
17-3664	11/1/2017		\$290,000	Commercial	INSTALL APPROX 90 LF OF NEW SHEET PILE SEAWALL WITH CONCRETE CAP, STEEL TIE BACKS AND CONCRETE DEADMEN
17-633	7/20/2017	12/14/2017	\$221,000	Commercial	TRUMAN WATERFRONT AMPHITHEATER- INSTALLATION OF SERVICE ENTRANCE EQUIPMENT WITH ASSOCIATED METERING, DISCONNECTING MEANS, CONDUIT, FEEDERS, GROUNDING AND OVER-CURRENT PROTECTION; INSTALLATION OF CONDUIT, BRANCH CIRCUITRY, LIGHTING CONTROL, COMPANY SWITCH, BOXES; DEVICE RING AND DEVICES FOR INTERIOR AND EXTERIOR LIGHTING AND POWER
17-2637	7/7/2017		\$48,671	Commercial	AMPHITHEATER- FIRESTONE 060 FLEECE BACK MEMBRANE OVER LTW DECK APPROX 3605 SQ FT. INSTALL 060 B FLEECE BACK TOP 10 X 100 FULL SHEETS FULLY ADHERED TO LTW INSULATED CONCRETE USING XR BONDING ADHESIVE. NEW LTW CONCRETE WILL BE INSTALLED BY OTHER. FLASH CURB FLASHING USING BONDING ADHESIVE. FLASH NEW ROOF DRAINS. RESTROOM - FIRESTONE 060 FLEECE BACK MEMBRANE OVER CONCRETE DECK APPROX 1228 SQ FT INSTALL 060 B FLEECE BAK TOP 10 X 100 FULL SHEETS FULLY ADHERED CONCRETE DECKING USING XR BONDING ADHESIVE.
17-1041	3/14/2017		\$1,041,185	Commercial	SITE WORK, INCLUDING A CURVED BERM AND OF STOCKPILED SOIL; UTILITY WORK INCLUDING DEMOLITION, RELOCATION AND NEW UTILITIES. GRADE WORK, ROADWAYS, PARKING WITH ADA SPACES ACROSS THE STREET, SIDEWALKS, PEDESTRIAN PATHS AND LANDSCAPE.
17-378	3/14/2017		\$1,167,396	Commercial	CONSTRUCTION OF AMPITHEATER
17-572	3/8/2017		\$330,000	Commercial	TRUMAN WATERFRONT PARK BATHROOM PAVILION

Exhibit D

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
16-0183	5/13/2016		\$12,530,374		DEMO OF EXISTING INFRA STRUCTURES, SITE WORK INCLUDING UNDERGROUND UTILITIES, HARDSCAPES, PARK ACCESSORIES ETC. CONTRIBUTING TO THE DEVELOPMENT OF TRUMAN WATERFRONT PARK.
08-2411	7/8/2008		\$0	Commercial	INSTALL 3 HOSE BIBBS TO EXISTING CENTER LINE

Sketches (click to enlarge)

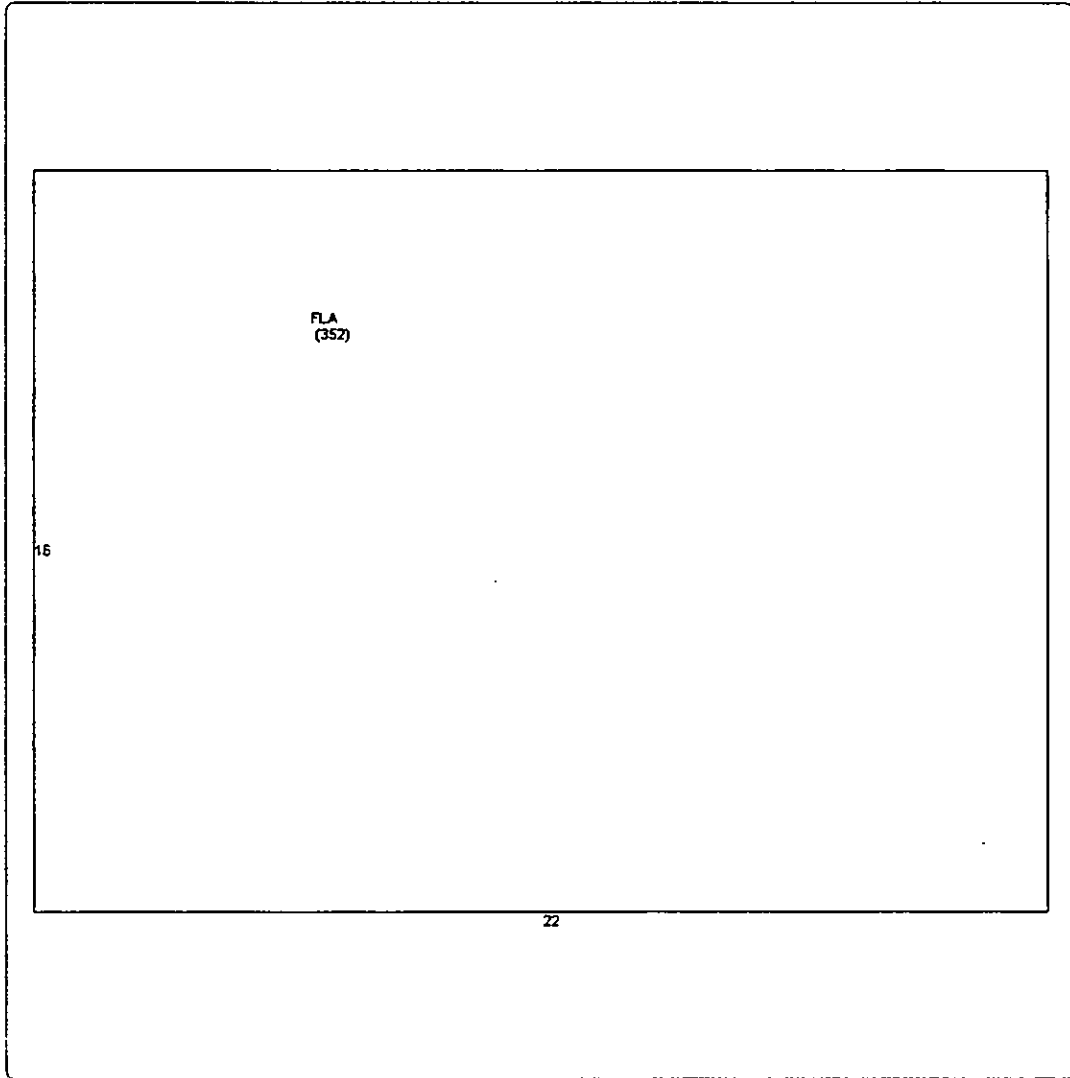


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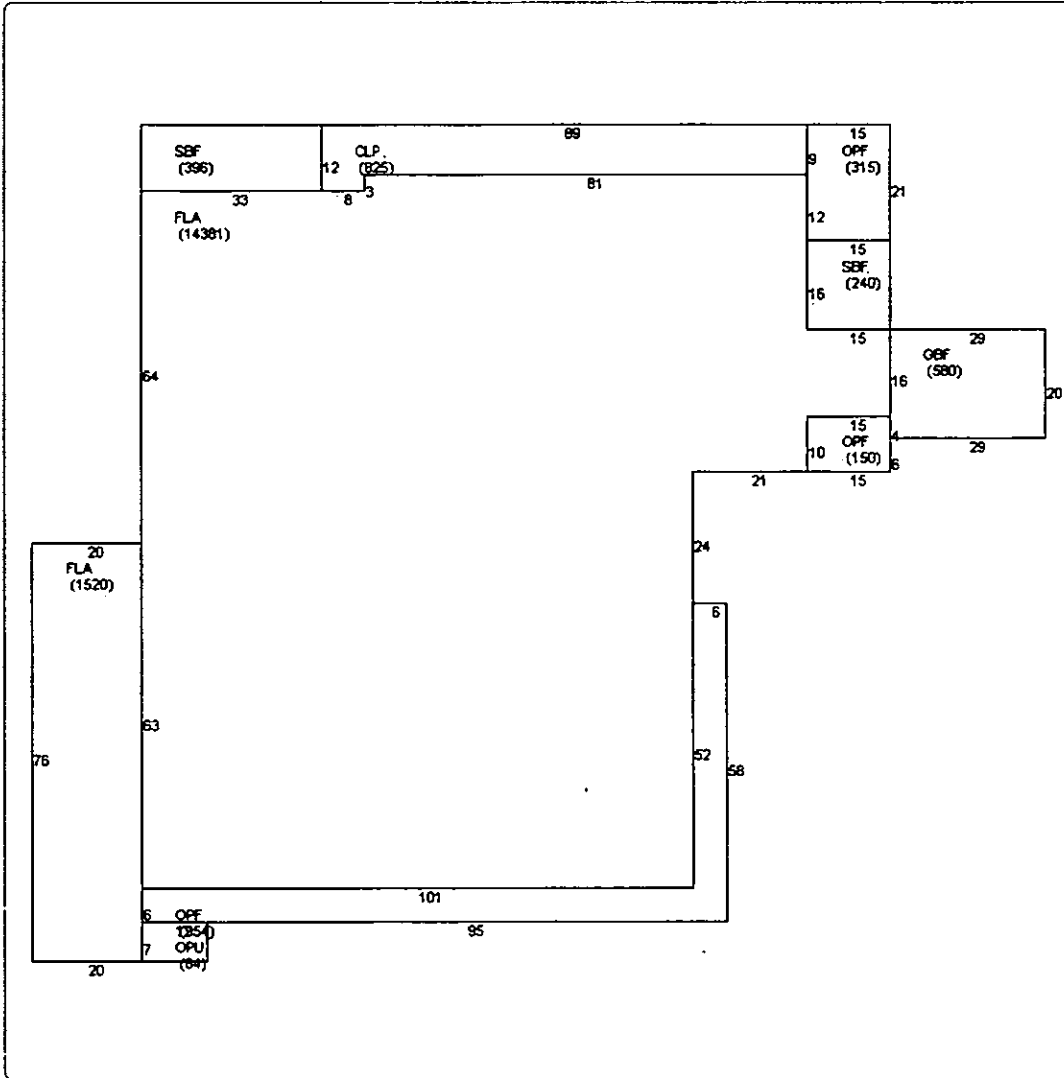


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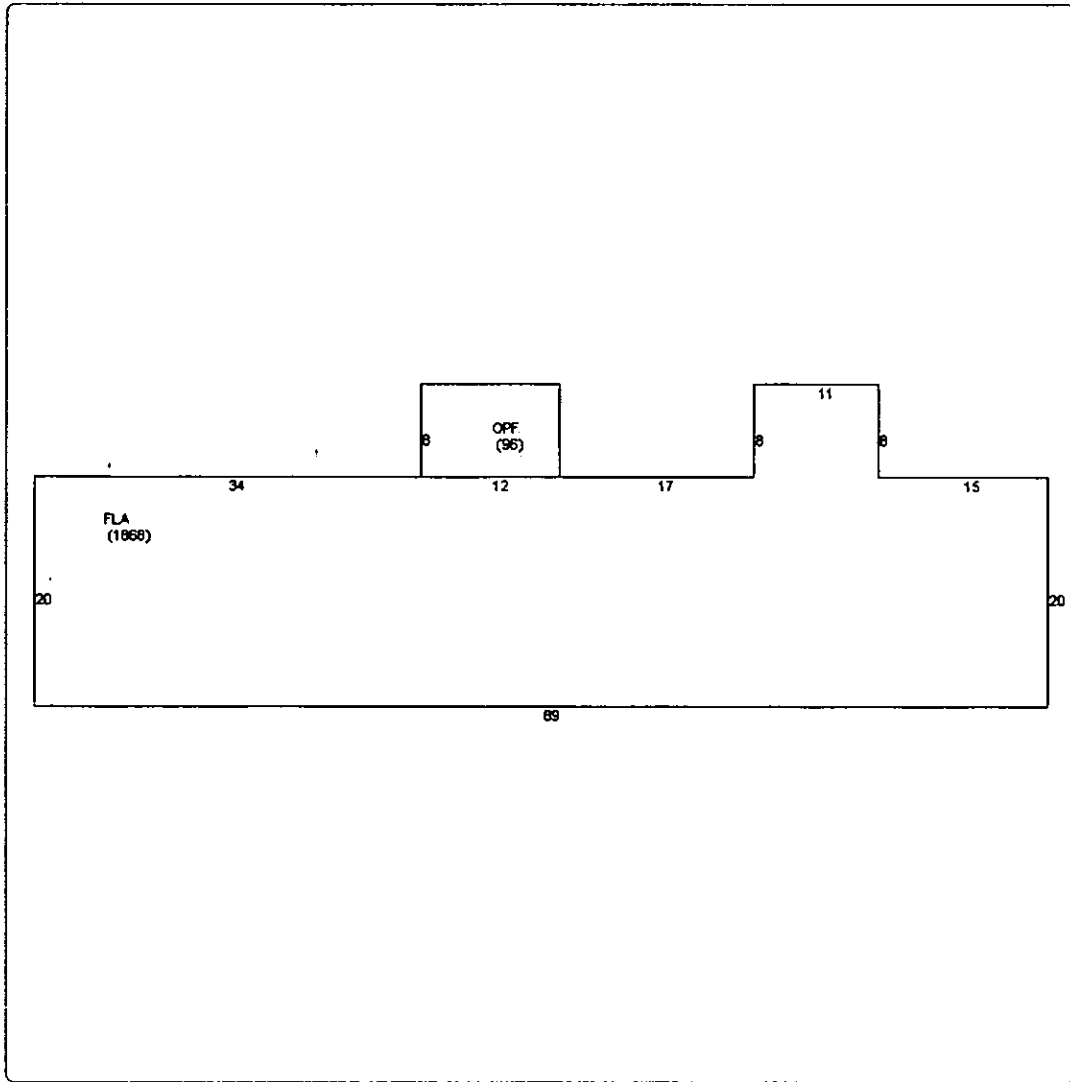


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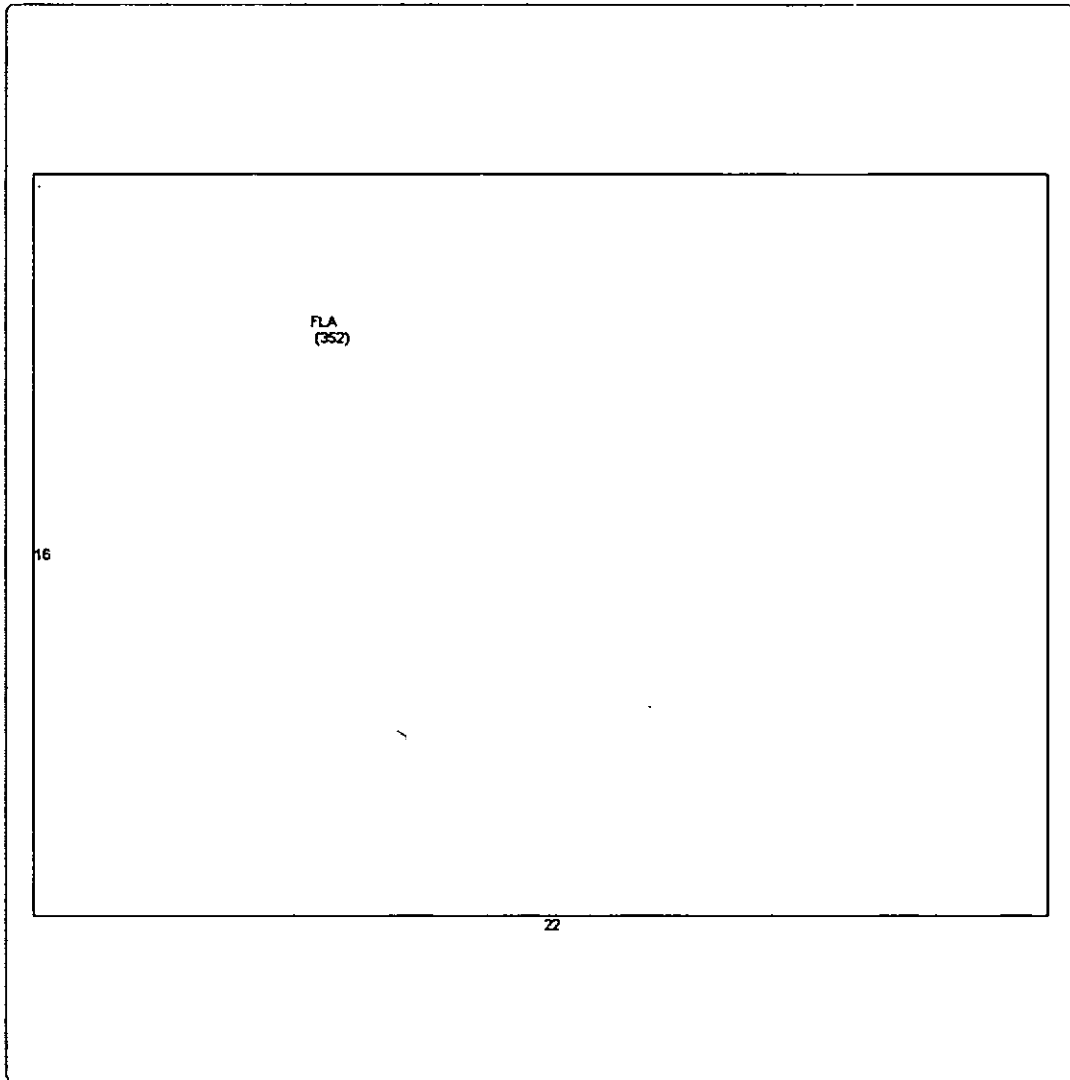


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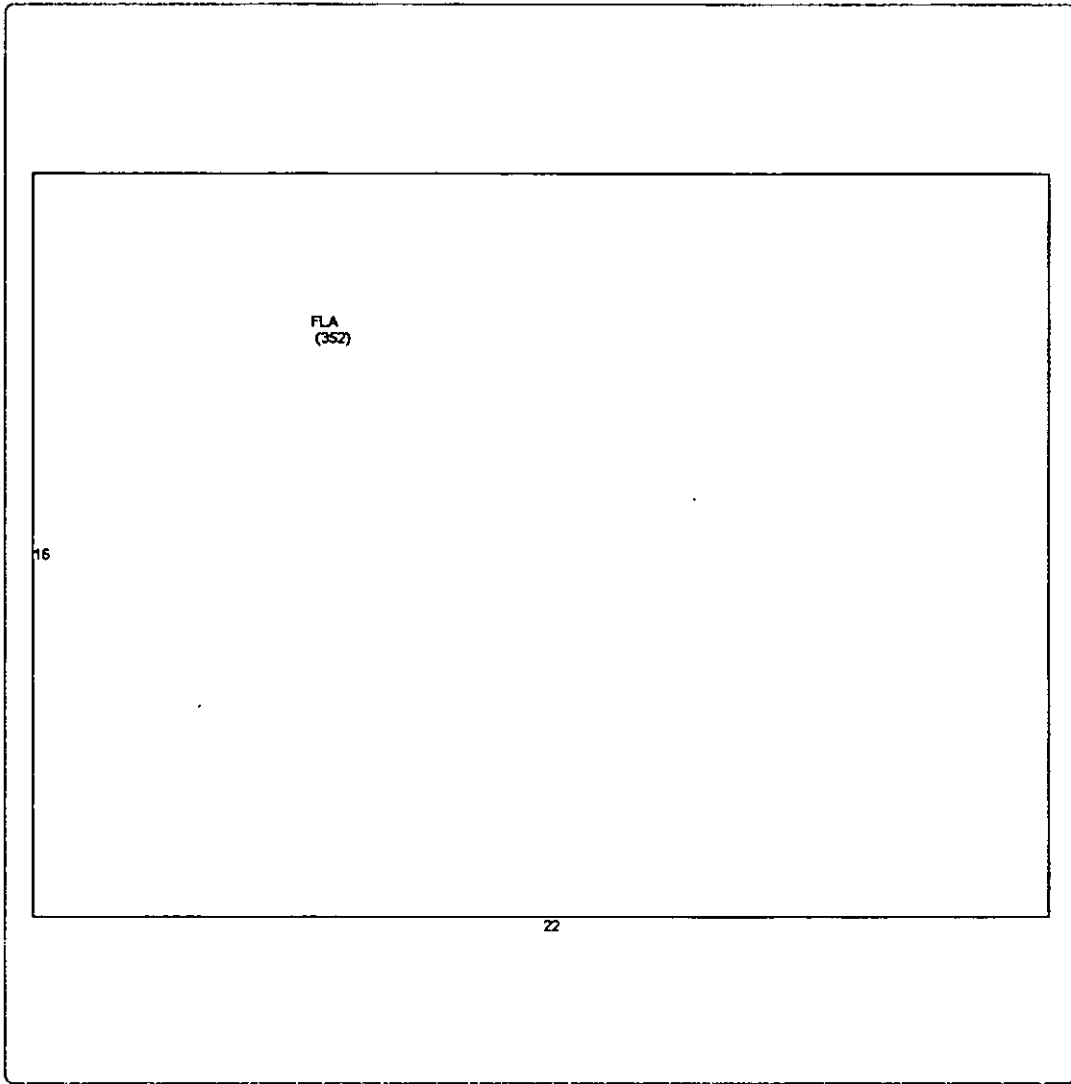


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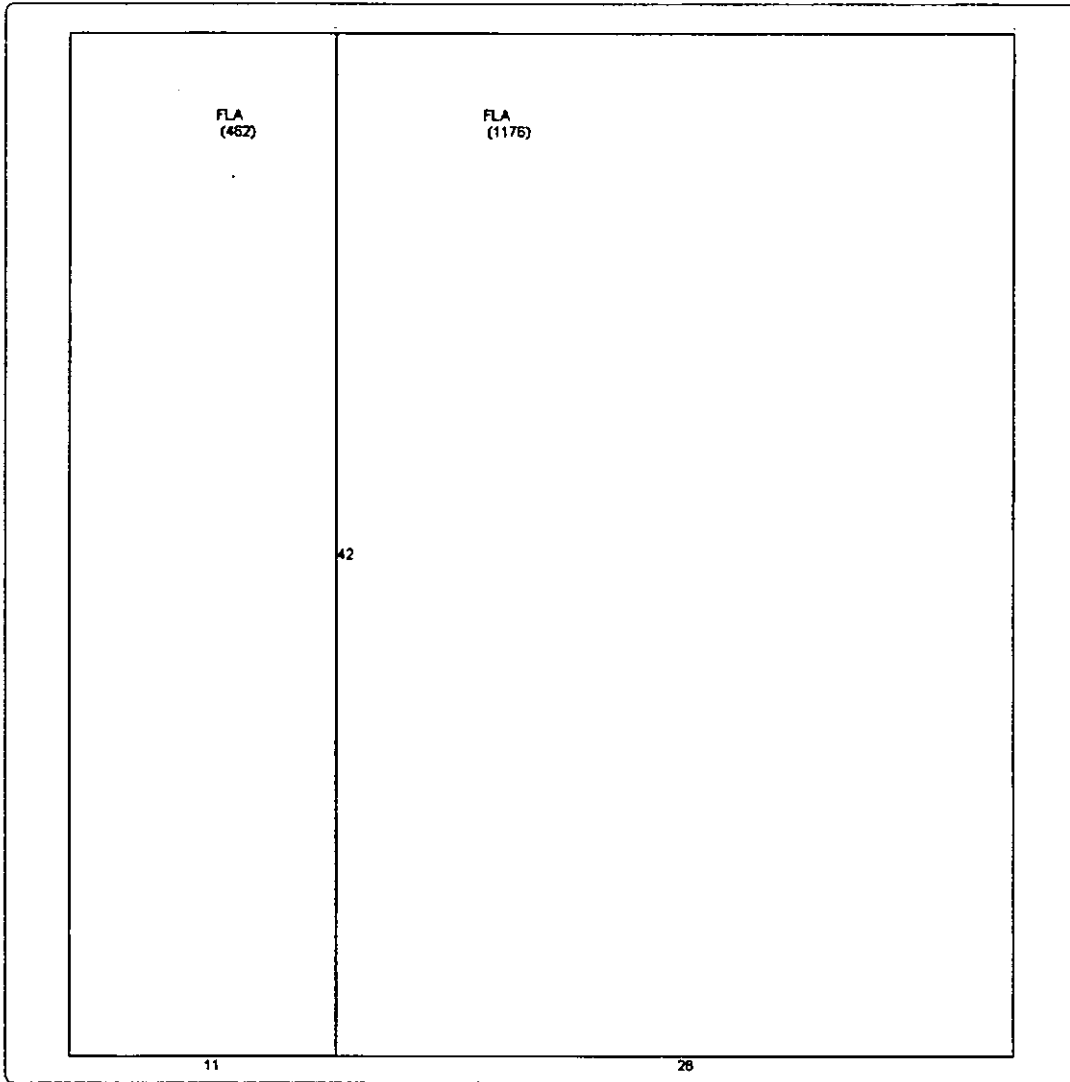


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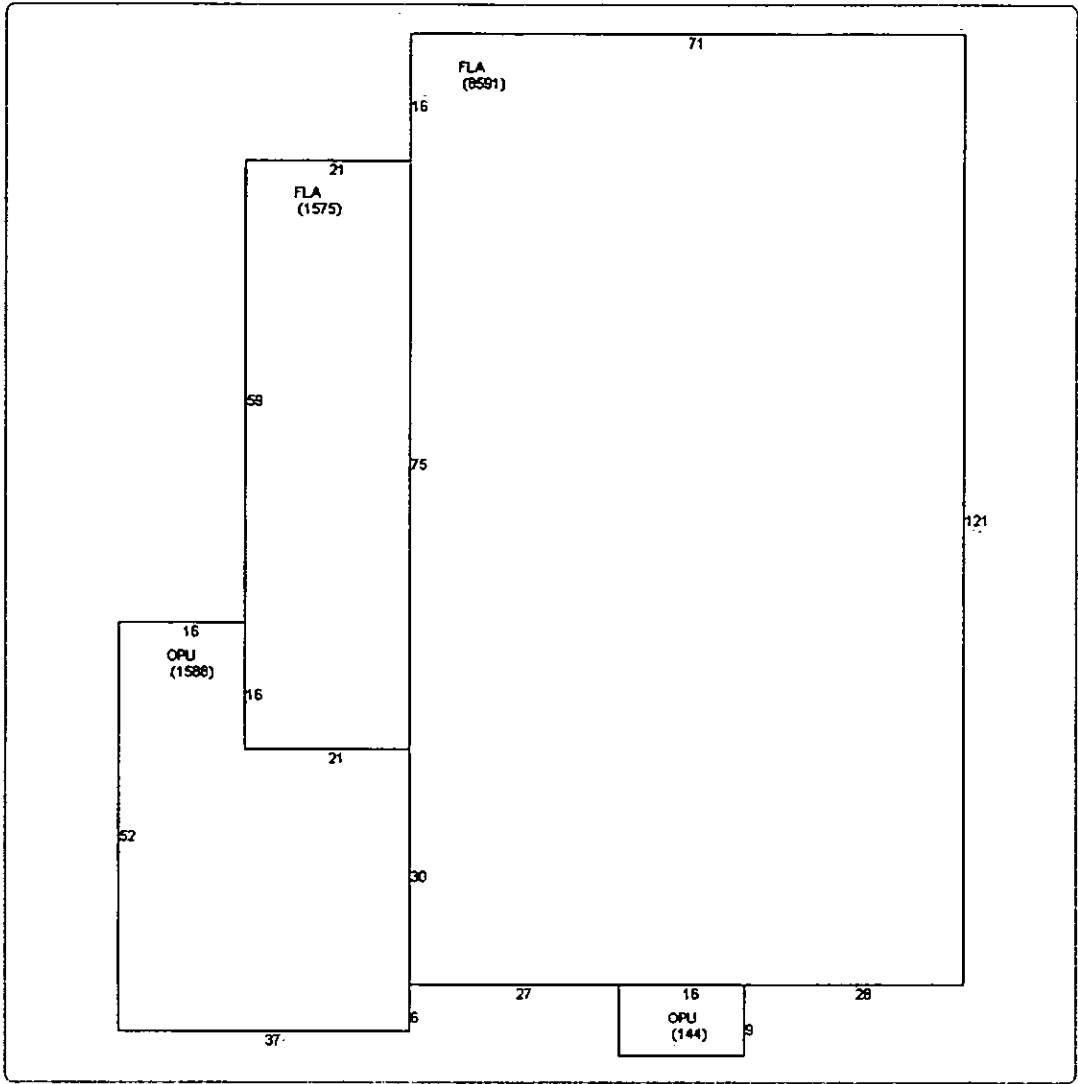


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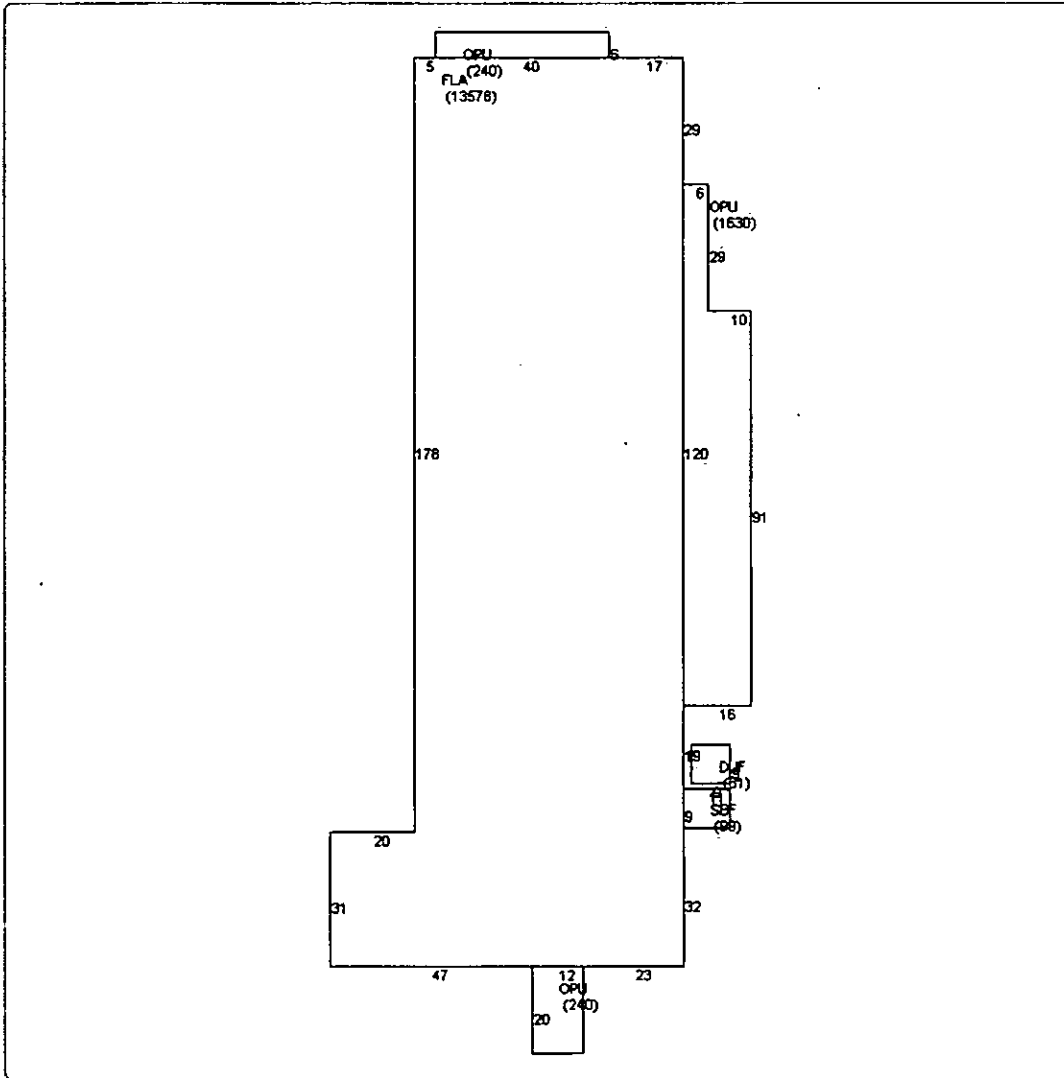


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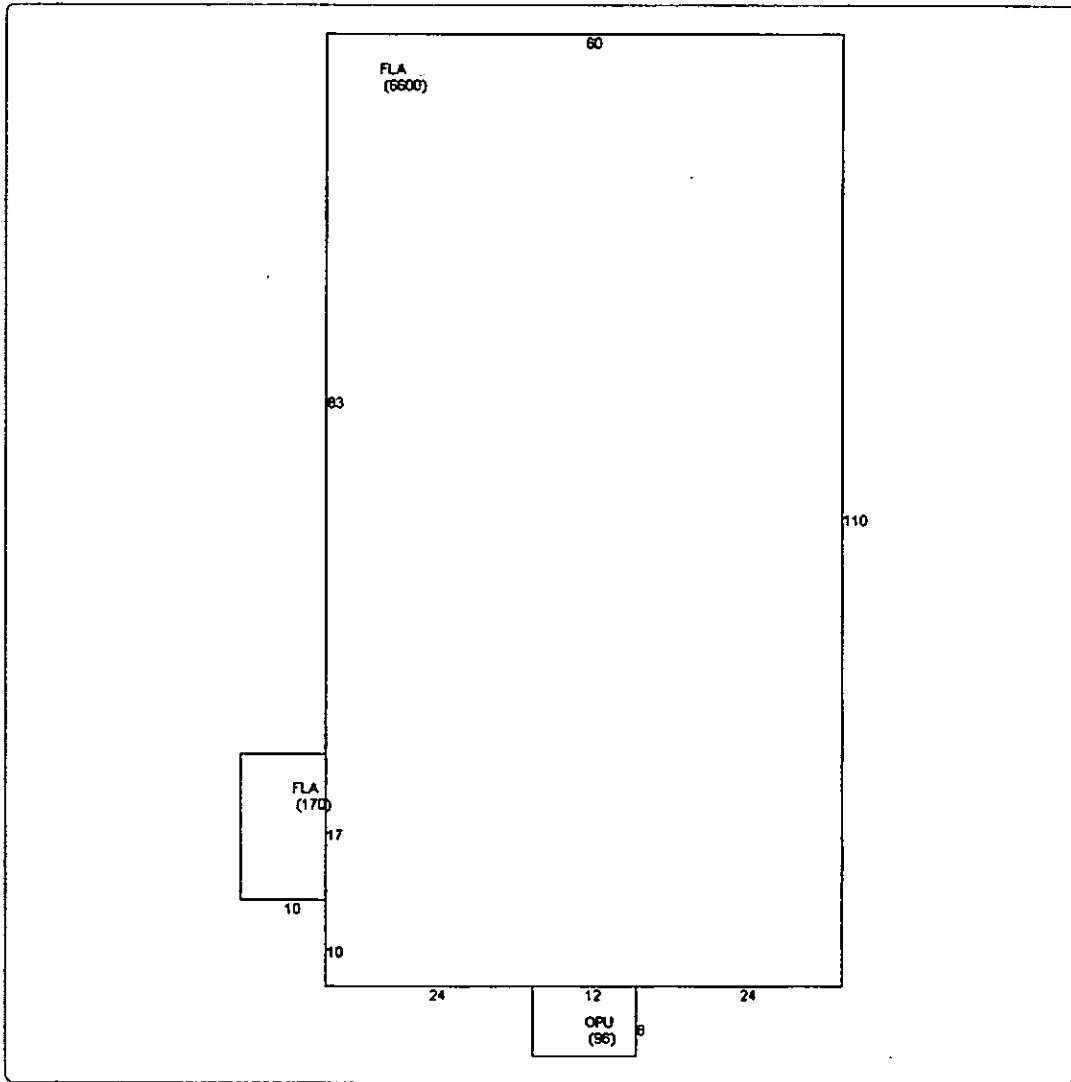
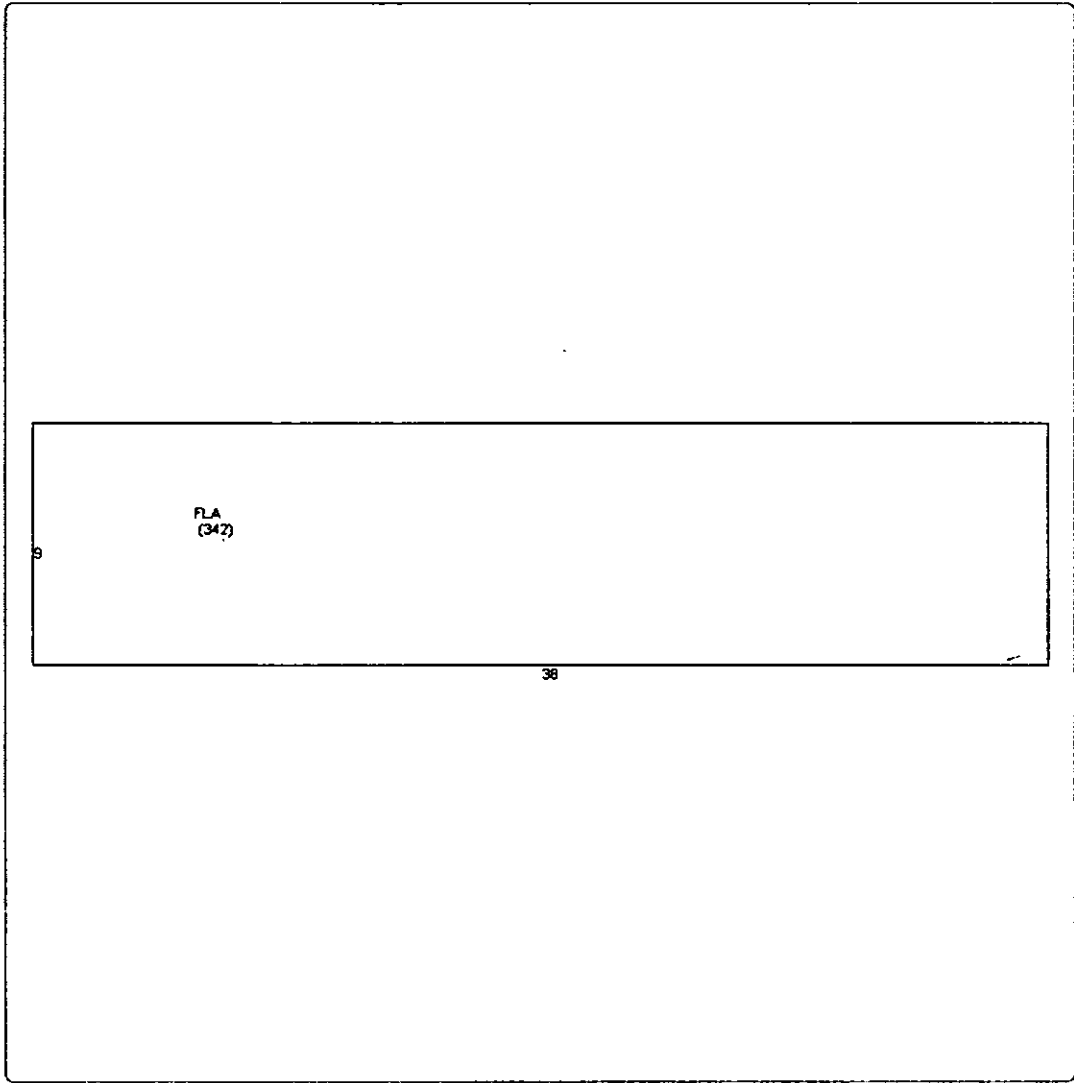
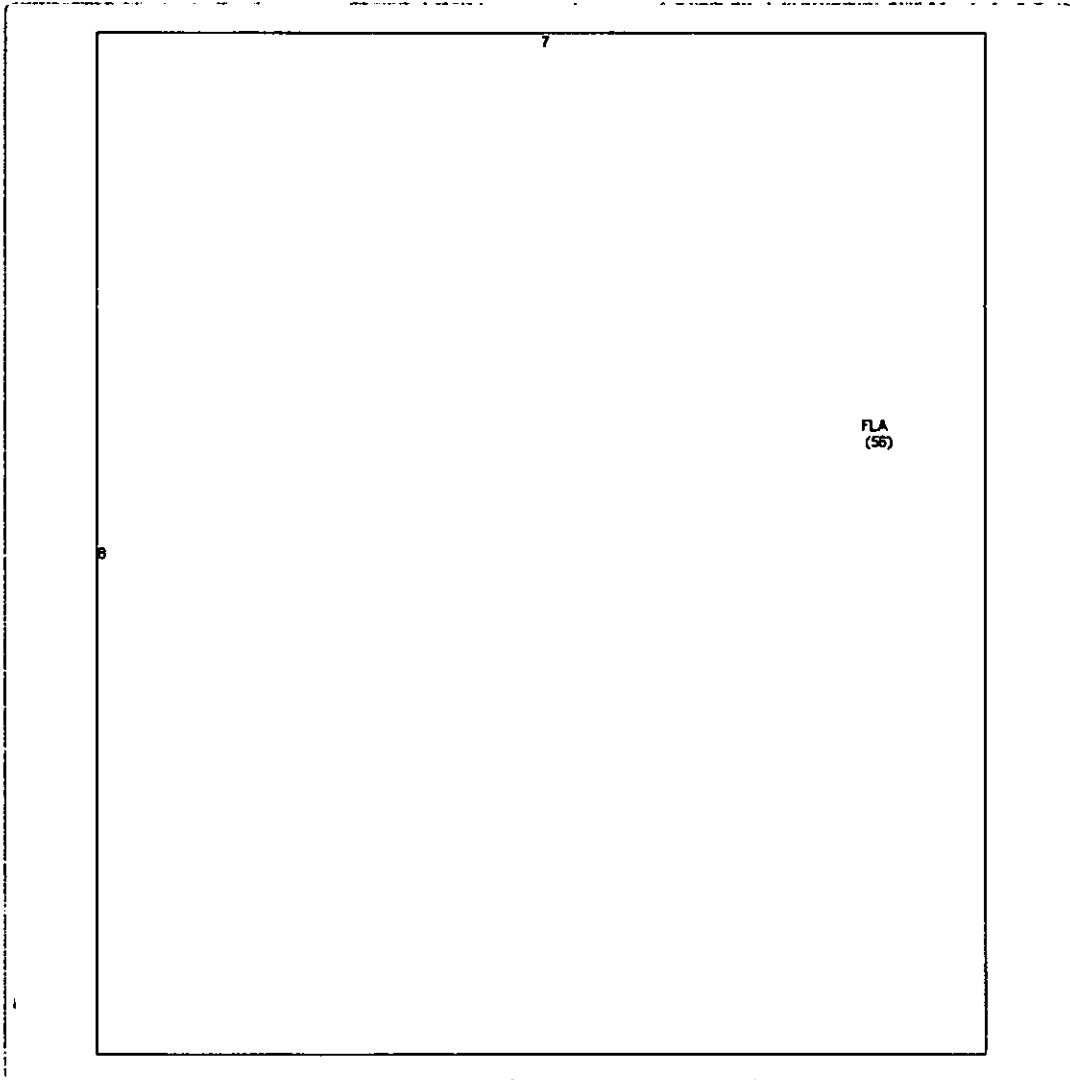
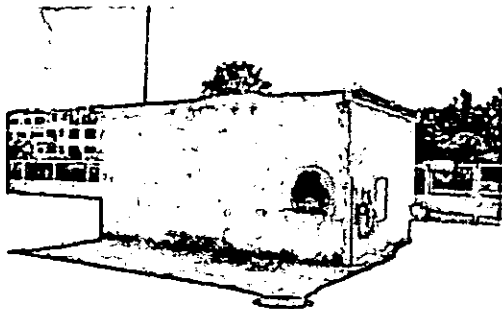


Exhibit D





Photos



9038855A BLDG.1,2,&3 MOLE 06/18/03

Map



No data available for the following modules: Buildings, Commercial Buildings, Mobile Home Buildings, Exemptions, Sales, TRIM Notice.

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

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Truman Waterfront Park City of Key West

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.

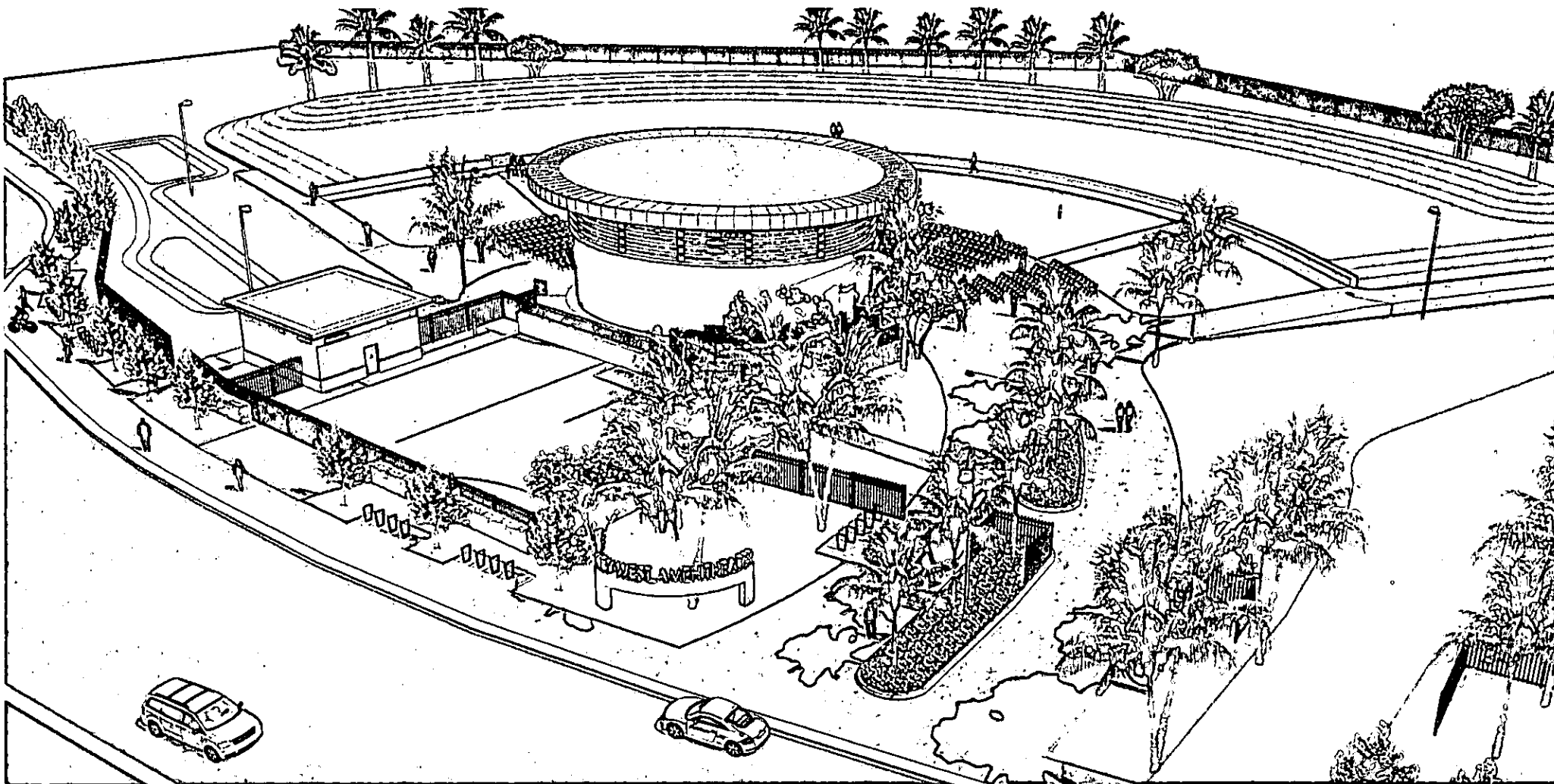
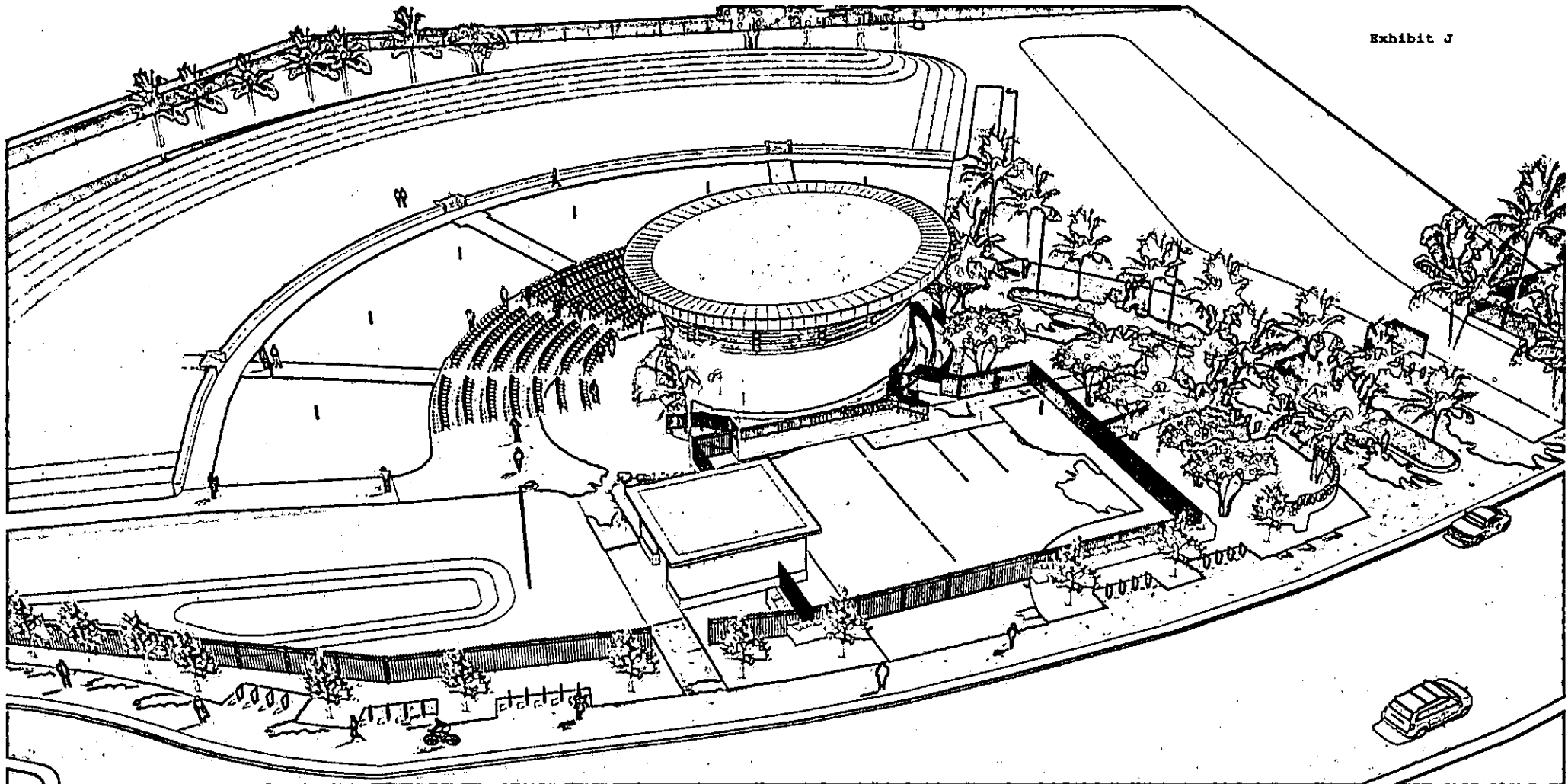
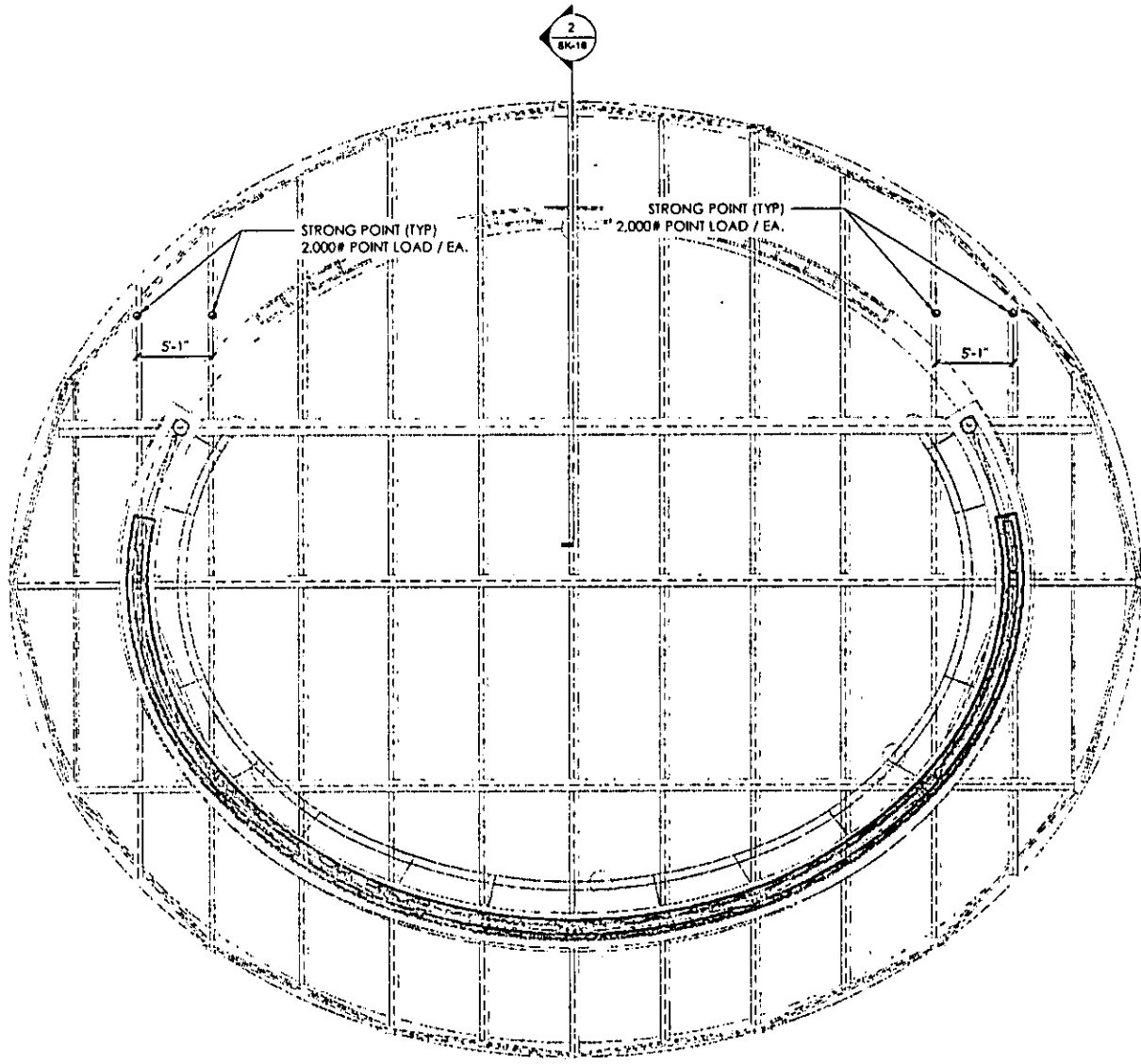
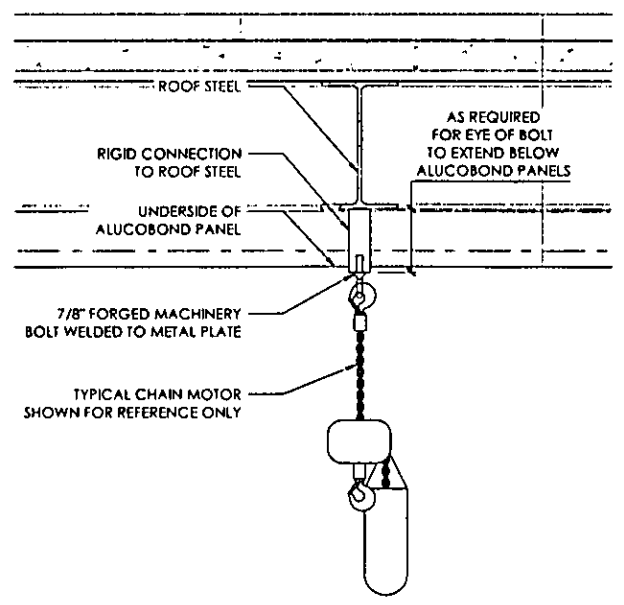


Exhibit J





[1] PLAN VIEW
3/16" = 1'-0"



[2] CURVED TRUSS HANGING DETAILS
1" = 1'-0"

Proposed Operation Budget and Marketing Plan

Operation Budget:

The normal maintenance and ongoing upkeep of the Key West Amphitheater will be provided by the City of Key West Community Services Department as part of the City's regular maintenance program, funded by the City's General Fund Budget.

Marketing Plan:

The Key West Amphitheater is marketed through the City of Key West website and social media. Once a venue manager is obtained, the marketing will increase. An estimated 7,800 residents and tourists have attended 10 events at the amphitheater this past year. There are 16 events scheduled so this coming year at which we estimate an average of 1,500 persons per event or 24,000 and this will only increase as the venue manager focuses efforts on developing programming for the facility.

An Arts & Culture Master Plan for the Truman Waterfront Park, funded by the National Endowment for the Arts (NEA) Our Town grant program, is currently in the early stages of development. With the amphitheater located within the Park, the Master Plan will encompass the amphitheater and the potential the facility has to strengthen the community through public art and creative placemaking taking into consideration the needs and desires of residents, visitors, and others as related to Truman Waterfront Park and thereby the amphitheater. The goal is to further develop the park as an exceptional community gathering place that integrates public art, local culture, ecological principles, and the community for residents and tourists to enjoy.

At the completion of the proposed project, the improved safety features and better sound quality will make attending an event at the amphitheater an even more enjoyable experience. New aluminum fencing and gates to help delineate the ticketing process and ensure organized entry to the facility will create a more secure facility. New structural north and south "strong points" on structural beams will enhance the existing Amphitheater rigging system and will facilitate suspension of perimeter speaker systems enhancing audience viewing of the performers and improved sound.

NON-COLLUSION AFFIDAVIT and VERIFICATION
(Enclose as Exhibit L)

I, Craig 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 Craig 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 agreements 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.

Craig Cates
 President's/Mayor's Name Typed [Signature]
 President's/Mayor's Signature

Sworn to and subscribed before me this 12 day of October 2018

personally appeared Craig Cates, _____, and _____

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

[Signature]
 My commission expires: _____ Notary Public State of FLORIDA

DRUG-FREE WORKPLACE FORM
(Enclose as Exhibit M)

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: _____


10/1/18

HOLD HARMLESS/INDEMNIFICATION
(Enclose as Exhibit N)

City of Key West (herein after "Organization") hereby covenants and agrees to indemnify and hold harmless the Monroe County Board of County Commissioners and Monroe County Tourist Development Council (herein after "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, bodily injury (including death), personal injury, and property damage, and another other losses, 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 out of, or in connection with, **Key West Amphitheater Enhancements** (herein after "Project") being funded by the BOCC/TDC. The Organization shall immediately give notice to the BOCC/TDC of any suit, claim or action made against the Organization that is related to this Project, and will cooperate with the BOCC/TDC in the investigation arising as a result of any suit, action or claim related to this Project.

a.) **Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the BOCC/TDC in reimbursing/funding any portion of the Project 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 BOCC/TDC 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 BOCC/TDC, when performing their respective functions related to this Project 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.

c.) **RESTRICTIONS ON AGREEMENTS FUNDED BY BOCC/TDC.** The Organization shall include the following term in all agreements funded by the BOCC/TDC for this Project:

Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the BOCC/TDC and agrees to indemnify and hold harmless the BOCC/TDC 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 BOCC/TDC of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the BOCC/TDC in the investigation arising as a result of any suit, action or claim related to this agreement.

Craig Cates

President of Organization/Mayor's Name Typed

President's/Mayor's Signature

Sworn to and subscribed before me this

day of

20 18

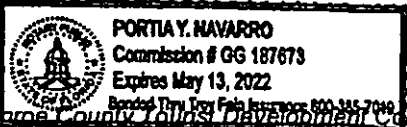
personally appeared

and

[Known to be the person named in and who executed the foregoing document]

My commission expires:

Notary Public State of



Monroe County Tourist Development Council FY 2019 2nd Round Capital Project Application

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Key West

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ **Government Entity**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1300 White Street

6 City, state, and ZIP code
Key West, Florida 33040

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Notes: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

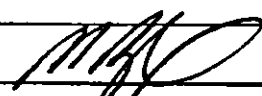
Social security number									
				-					
or									
Employer identification number									
5	9	-	6	0	0	0	3	4	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here:  **MARK FINIGAN**
 Signature of U.S. person ▶ **F. NANCE D.C.**
 Date ▶ **3/22/17**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ATTACHMENTS AND CERTIFICATIONS
(Enclose as Exhibit P)

1. The following supporting documents are attached.
 - a) Print out of Sunbiz.org "Detail by Entity" (Exhibit A)
 - b) Documentation from bank of confirmed project funds (Exhibit B)
 - c) If applicable: Insert or attach photograph of existing site (Exhibit C)
 - d) Proof of ownership; long term lease or service contract (Exhibit D)
(Include consent of owner for use of property as described within this application)
 - e) If applicable: Enclose at least two (2) current real estate appraisals and one (1) environmental assessment (Exhibit E)
 - f) If applicable: Enclose citations for local protective ordinances (Exhibit F)
 - g) If applicable: Enclose copies of all recorded easement and restrictive covenants (Exhibit G)
 - h) If applicable: Enclose description of endangered/threatened special of flora or fauna (Exhibit H)
 - i) If applicable: Enclose ADA accessibility explanation (Exhibit I)
 - j) If applicable: Enclose preliminary plans or architectural documents - 1 set (Exhibit J)
 - k) Proposed operation budget and marketing plan (Exhibit K)
 - l) Notarized Non-Collusion affidavit and verification (Exhibit L)
 - m) Signed Drug Free Workplace Form (Exhibit M)
 - n) Notarized Hold Harmless/Indemnification form (Exhibit N)
 - o) Applicant has printed and completed the W-9 form included within the application (page 20) (Exhibit O)
 - p) Notarized Attachments and Certification form (Exhibit P)
 - q) I have read the Capital Project Funding Process and Importation Information provided on Pages 2-7 of this application

VERIFICATION

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

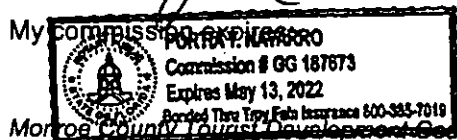
Craig Cates *Craig Cates*
President's/Mayor's Name Typed President's/Mayor's Signature

Sworn to and subscribed before me this 1st day of October 2018

personally appeared *Craig Cates*, and _____

[Known to be the person named in and who executed the foregoing document.]

Portia H. Lawrence



Notary Public State of *Hawaii*