



**DEPARTMENT OF THE NAVY**  
Naval Facilities Engineering Command Southeast  
Jacksonville, FL 32212-0030

FILE -  
EMAILED  
3/8/13 that  
sent earlier by  
e-mail.

11011  
Ser 0041/ OPDB  
March 7, 2013

Mr. Bogdan Vitas, Jr.  
City Manager  
City of Key West  
3126 Flagler Avenue  
Key West, FL 33041

Subj: US NAVY LEASE N62467-03-RP-00077 WITH THE CITY OF KEY WEST FOR USE OF  
THE MOLE PIER AT TRUMAN ANNEX, NAVAL AIR STATION KEY WEST

Dear Mr. Vitas,

This correspondence serves as a follow-up to our letter of 29 Jan 13, requesting the latest audit report from the City of Key West for the In-Kind Account pertaining to the subject lease. To date, we have not received a reply from the City.

As requested in our previous letter, if the City is unable to accommodate our request to provide internal audit reports for the lease In-Kind Account, we will procure those services from a certified auditing firm on behalf of the Government. You are reminded that your cooperation with the Navy's close-out audit is required pursuant to Sections 3.3 and 20 of the Lease.

Please provide your response by March 15, 2013 to avoid a Notice to Cure. My point of contact for this action is Ms. Robin McCarthy, Reality Specialist, who can be reached at (904) 542-6134 or via email: robin.mccarthy@navy.mil.

Sincerely,

Robert W. McDowell III, RA, AICP  
Head, Real Estate and  
Real Estate Contracting Officer

Copy to:  
Commanding Officer, NAS Key West



**DEPARTMENT OF THE NAVY**  
Naval Facilities Engineering Command Southeast  
Jacksonville, FL 32212-0030

11011  
Code OPDBRM/0016  
29 January 2013

Mr. Bogdan Vitas, Jr.  
City Manager  
City of Key West  
P.O.Box 1409  
Key West, FL 33040

Subj: Mole Pier Out Lease N62467-03-RP-00077

Dear Mr. Vitas,

This is in regard to the above subject lease covering the Outer Mole Pier at Truman Annex by the City of Key West which expires on 30 June 2013.


Pursuant to Section 3.2 of the Lease, the City maintains a separate, interest-bearing account for deposit of rental proceeds (the In-Kind Account). In accordance with Section 3.3 of the Lease, upon termination, a final accounting will be performed, and the balance of any rent accrued and still payable to the Government will be due on demand. We are invoking Section 20 of the lease to audit the account so we can begin that process now.

If the City's latest audit includes the In-Kind Account, please provide me with the City's latest audit report along with the subsidiary ledger for the In-Kind Account used in the audit and the accountant's audit opinion. The subsidiary ledger should include all deposits and expenditures for the In-Kind Account during the audit period. The Government will use this information for the final accounting.

If the City did not include the In-Kind Account in its last audit, please advise me of this in writing, and the Navy will proceed to engage an audit of the In-Kind Account. I will coordinate this effort with you as we move forward. As always, we appreciate the City's cooperation.

My point of contact for this action is Ms. Robin McCarthy, NAVFAC Southeast Reality Specialist, who can be reached at (904) 542-6134 or via email: robin.mccarthy@navy.mil.

Sincerely,

  
ROBERT W. McDOWELL III  
Head, Real Estate  
Real Estate Contracting Officer  
By direction of the Commanding Officer

Copy to:  
Commanding Officer, NAS Key West

RECEIVED

MAR 11 2013

CITY MANA...

*Rec'd TODAY*

From: (904) 542-6134  
Robin McCarthy  
NAVFAC Southeast  
Bldg 135 N. Ajax Street  
NAS Jacksonville  
Jacksonville, FL 32212

Origin ID: CRGA



J13101212190326

Ship Date: 08MAR13  
ActWgt: 0.5 LB  
CAD: 103747263/NET3370

Delivery Address Bar Code



SHIP TO: (305) 809-3888  
**Mr. Bob Vitas**  
**City of Key West**  
**P.O. Box 1409**  
**3132 Flagler Ave.**  
**KEY WEST, FL 33040**

BILL SENDER

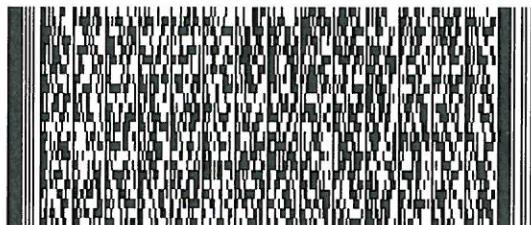
Ref # 897000012013 GSDV10  
Invoice #  
PO #  
Dept #

MON - 11 MAR 4:30P  
STANDARD OVERNIGHT

TRK# 7949 1696 2488  
0201

**XH EYWA**

**33040**  
FL-US  
FLL



518G2/DCF893AB

**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.