

RESOLUTION NO. 81-92

A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN AMENDMENT TO LEASE BETWEEN THE  
CITY OF KEY WEST, FLORIDA, AND TROPICAL  
SHELL & GIFT, INC.

BE IT RESOLVED by the City Commission of the City of  
Key West, Florida, as follows:

That the attached Amendment to Lease between the City  
of Key West, Florida, and Tropical Shell & Gift, Inc., be and the  
same is hereby approved, and the Mayor of the City of Key West  
be and he is hereby authorized, empowered, and directed to  
execute the said Amendment to Lease on behalf of the City of  
Key West, and the City Clerk of said City be and she is hereby  
authorized, empowered, and directed to attest the signature of  
the said Mayor on the said Amendment to Lease and affix the Seal  
of the City thereto. The execution of said Amendment to Lease  
is hereby directed to be made in as many counterparts as may be  
desired or necessary.

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 8th day of September, 1981.

  
\_\_\_\_\_  
CHARLES McCOY, MAYOR

ATTEST:

  
\_\_\_\_\_  
JOSEPHINE PARKER, CITY CLERK

81-92

AMENDMENT TO LEASE

THIS AGREEMENT entered into by the parties of that certain lease better described as made the 3rd day of July, 1978, by and between THE CITY OF KEY WEST, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "Lessor"; and TROPICAL SHELL & GIFT, INC., a corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "Lessee", so that said Lease shall be amended as follows:

The following provisions are hereby added after paragraph numbered Twenty-Second:

TWENTY-THIRD: INVESTMENT CREDIT - Expenses incurred by the Lessee in any one lease year but before July 14, 1991 for repairs or improvements, as defined herein, to the leased premises not to exceed \$500,000.00 or monies paid on a loan of monies to a lending institution licensed under the laws of the United States or the State of Florida expended for said purpose may be used by the Lessee as an investment credit toward reduction of the rent due the Lessor in the following lease year or subsequent lease years. Said investment credit shall only be applied toward the reduction of rental due over and above the minimal rental of \$25,000.00, which minimal rental shall be paid each and every year notwithstanding this or any other provisions in the Lease. The repairs and improvements for which an investment credit shall be allowed herein shall be limited to those repairs, improvements or additions of supporting or containment structures, floors, roofs, permanent display fixtures, and electrical and plumbing work or for structural additions when the repair or improvement contributes to an increase in the value of the city's property or to a preservation of the city's property. Competitive bidding shall be sought on said repairs and improvements.

TWENTY-FOURTH: OPTION TO RENEW - The Lessor grants an option to renew this Lease for a period of an additional twenty-five years after the expiration of the present lease term, on the same terms as this Lease. Lessee shall give Lessor written notice of his intention to renew at least one hundred and eighty (180) days prior to the expiration of this Lease. This the Twenty-Fourth paragraph shall not be effective until the Lessee has complied with

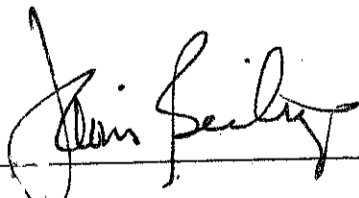
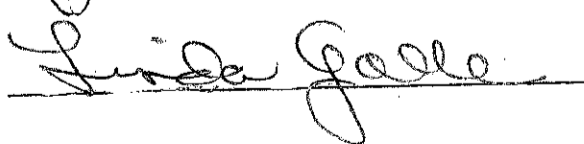
the conditions enumerated below and has submitted written proof thereof to the City Commission. The City Commission shall respond by resolution to Lessee citing whether or not said conditions have been completed. If the City Commission responds in the affirmative, this paragraph shall then be automatically in full force and effect. If the City Commission responds in the negative, the City Commission shall specifically cite the items of noncompliance and specifically enumerate the requirements which need be fulfilled as a condition precedent to an affirmative response. The City Commission's response shall not be unreasonably withheld either in terms of time or substance.

CONDITIONS

The Lessee shall acquire a loan in the amount of \$150,000.00 for the purpose of expending said funds on the items listed in Schedule A according to the specifications stated in Schedule B, both of said schedules are attached hereto, by reference incorporated herein and made a part hereof. The said funds shall first be expended on items enumerated in Priority #1; any remaining funds shall then be expended on items enumerated in Priority #2.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 9th day of September, 1981.

Signed, Sealed and Delivered  
in Our Presence:

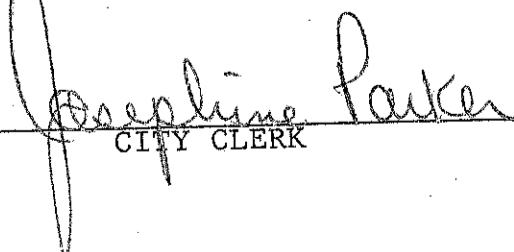
  
\_\_\_\_\_  
  
\_\_\_\_\_

(SEAL)

THE CITY OF KEY WEST, FLORIDA

BY:   
\_\_\_\_\_  
MAYOR CHARLES McCOY

ATTEST:

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

SCHEDULE A

PRIORITY 1

1. Roof Replacement
2. Basic Graphics
3. Additional Plumbing and Electric
4. New Guard Rails throughout Exhibit Area

PRIORITY 2

1. Replacement or repair of all interior tanks
2. Public Space Remodeling
3. Glass Bottom Exhibits
4. Additional Graphics
5. Shark Exhibit
  - a. Railing
  - b. Floating Deck
  - c. Underwater Barriers
  - d. Miscellaneous Equipment
  - e. Roof for Dock Area

## SCHEDULE B

All of the items listed herein become City of Key West property at the end of the lease term.

### PRIORITY 1

#### 1. Roof Replacement

In 1934 the Aquarium was open-air (no roof). In approximately 1960, in an effort to control the excessive algae growth, the Aquarium was roofed over. This roof is now in need of replacement, repair and major modification.

Because the roof structure is free standing (not attached to the building) this work then requires major structural work.

- a. Termite and water damaged rafters.
- b. Replacement of all sheet metal material and the installation of 24 sky lights to insure natural lighting where necessary to maintain the necessary level of algae and plant growth.
- c. The addition of 8" closable wooden shutters to enable the Aquarium to be closed and sealed against the intrusion of rain water and cold wind. As it is now, the Aquarium is virtually open to the elements and with any severe weather (rain or cold) the stability of our animals is threatened many times, resulting in premature death and weakening of valuable sea life.
- d. Walls. Renovation of supporting walls and columns and replacement of tie-rods.

#### ESTIMATE BREAKDOWN

Support columns (concrete) material and labor	\$ 1,500
Tin Roofing - material and labor	8,400
Skylights - material and labor	5,900
Rafters and tie beams - material and labor	10,000
Shutters - material and labor	14,000
Walls - material and labor	<u>13,000</u>
Total	<u>\$52,800</u>

#### 2. Graphics

The need for explanatory graphics is probably the most necessary addition for the visitors' full enjoyment at the Key West Aquarium. Although our guided tour is very well received and gives the visitor an excellent education in local sea life and ecology, there is a great deal in the Aquarium that cannot be absorbed during the tour. By having the educational graphics by the displays, it would add greatly to the educational possibilities of the Aquarium.

The aquatic and zoological graphic exhibit design team of Kirk Krentzig and Beverly Serrell has been chosen by our board of directors to produce the graphics for the Key West Aquarium.

Their estimate, submitted on July 10 of this year is as follows:

a. Initial team visit - including on-sight work, travel expense, lodging, etc.	\$ 3,500.00
b. Formulation of specific prototype construction material and graphic visual formats	3,860.00
c. Installation, construction and research of all graphics and units	<u>24,000.00</u>
Total	<u>\$31,360.00</u>

3. Additional Plumbing and Electric

- a. The old Aquarium building needs to be fully rewired and a new, modern lighting system installed.
  - b. The plumbing would be a continuation of the new water system in our new building.
- Estimated cost                      \$18,000

4. New Guard rails

The new guard rails are a security precaution.

Estimated cost                      \$5,000

PRIORITY 2

1. Tank Replacement

The replacement of all the cement tanks with fiberglass tanks is necessary because of the following:

- a. The present tanks are crumbling.
- b. It would allow us to take stress off the old structure.
- c. The cement tanks harbor disease and resist all efforts to keep their exhibits healthy.

Three prototype tanks (one large, two small) have been built and installed at the cost of \$6,000. They are excellent and are now in service at the Aquarium.

20 remaining large tanks at \$3,650.00 each                      \$73,000.00

2. Public Space Remodeling

All areas open to the public.

ESTIMATE BREAKDOWN:

Floor material throughout - brick	\$17,200.00
Replace or repair original woodwork (Including the arched ceilings)	14,000.00
Sandblast all painted surfaces - exterior and interior - patch, seal and repaint	9,800.00
Remodel Exterior Shark Pools	<u>13,000.00</u>
Total	<u>\$54,000.00</u>

3. Glass Bottom Exhibit

Freestanding all glass highlight exhibits \$6,000.00

4. Additional Graphics

The development of murals depicting the life cycles of sea life and the world of the living reef.

Estimated cost \$10,000.00

5. Educational Materials

The funds would be used to research and photograph and layout a first class educational guide book to local marine life especially those found in the Aquarium. Book and pamphlets are to be written by our own Marine Biologists and Ectologists on local marine life and distributed on request to schools and to students in Key West free of charge, subject to availability.

Estimated cost \$10,000.00

6. Shark Exhibit

This exhibit would be placed in back of the Aquarium and would house the larger free swimming sharks that we cannot handle at this time.