

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

FY 2023 CAPITAL PROJECT (BRICKS AND MORTAR) FUNDING APPLICATION

REQUEST FOR APPLICATIONS FOR CAPITAL PROJECTS (BRICKS AND MORTAR)

All respondents must use the current application downloaded from the website www.demandstar.com. **Use of any other application will result in your application being rejected. All directions within the application must be followed or it will not be accepted.**

APPLICATION DEADLINE: Wednesday April 27, 2022

All applications should be received no later than 5:00 p.m. (close of business day)

Pursuant to F.S. 50.0211(3)(a), all published competitive solicitation notices can be viewed at: www.floridapublicnotices.com, a searchable Statewide repository for all published legal notices. Requirements for submission and the selection criteria may be requested from DemandStar at www.demandstar.com OR www.monroecountybids.com. The Public Record is available upon request.

Monroe County Purchasing Department receives bids electronically. Please do not mail or attempt to deliver in person any sealed bids. Mailed/physically delivered bids/proposals/responses WILL NOT be accepted.

The Monroe County Purchasing Department hereby directs that bids be submitted via email to: OMB-BIDS@monroecounty-fl.gov, no later than 5:00P.M., on April 27, 2022. Your subject line must read as follows:

FY 2023 BRICK and MORTAR CAPITAL PROJECTS 04/27/2022

Files that do not contain this subject line WILL BE REJECTED. Please note that the maximum file size that will be accepted by email is 25MB. Please plan accordingly to ensure that your bid is not rejected due to the file size. Should your bid documents exceed 25MB, in advance of the bid opening, please email: omb-purchasing@monroecounty-fl.gov so accommodations for delivery of your bid can be made prior to the bid opening. Please be advised that it is the bidder's sole responsibility to ensure delivery of their bid and waiting until the bid opening to address or confirm your bid submission delivery will result in your bid being rejected.

The bid opening for this solicitation will be held virtually, via the internet, at 9:00 A.M., on April 28, 2022. You may call in by phone or internet using the following:

Join Zoom Meeting

<https://mcbocc.zoom.us/j/4509326156>

Meeting ID: 4509326156

Additional ways to access this Zoom meeting can be found in the legal noticed posted on Demandstar.com

All inquiries and correspondence, other than submission of application, should be made to the Monroe County Tourist Development Council. Contact Maxine Pacini or Ammie Machan at (305) 296-1552. Email correspondence should be address to Ammie@Fla-Keys.com. Questions regarding permissibility of your project submitted less than 10 business days prior to the deadline date may not be answered.

APPLICATION FOR CAPITAL PROJECT FUNDING

This application is to request funding from the following District:

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

APPLICANT ORGANIZATION: City of Key West

(Registered business name EXACTLY as it appears on www.sunbiz.org. **Attach as Exhibit A**

Type of Applicant: ☐ Non-Profit ☒ Governmental Entity

Project Title: Pavilions at Smathers Beach

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER OF APPLICATIONS ORGANIZATION
596000346

DESIGNATED PROJECT CONTACT PERSON:

Please provide a contact for general correspondence for this project. The person listed below should be able to accept responsibility for receipt of information including agreement and reimbursement information.

Name and Title: Marcus Davila, Director of Community Service

Telephone/Mobile Number: 305-809-3751

Email Address: madavila@cityofkeywest-fl.gov

Address: 1300 White Street

Key West, FL 33040

Website for Facility: <https://www.cityofkeywest-fl.gov/facilities/>

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

Smathers Beach, 2601 S Roosevelt Blvd, Key West, FL 33040 (One of the largest and most well known beaches by visitors)

Full Website for Facility:

<https://www.cityofkeywest-fl.gov/facilities/facility/details/Smathers-Beach-5>

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:**

☒ Improve ☐ 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 12 or 13 which corresponds to your type of application

Non-Profit Organizations

Payment may be up to one hundred percent (100%) 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 one hundred percent (100%). 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 100% 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 the 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 importation information on page 6.

Total Project Cost:	TDC Funds Requested: (up to 100% of Total Project Cost)	Organizations Out of Pocket Cost: (Total Project Cost less TDC Funds Requested)	Confirmed In-Kind Services: (Up to 50% of Out of Pocket Cost)	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 the TDC/County Please refer to page 4 of this application.

Governmental Entities

Payment may be up to one hundred (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 6.

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(s) in budget for this specific project. Enclose portion of line item budget as proof of funding for Exhibit B <input checked="" type="checkbox"/>
\$198,000	\$198,000	\$0	

Public Facilities

Segment #1 – Study

Payment will be 100% reimbursement of the total project cost of the study 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 this segment in advance of seeking reimbursement. The project may be broken down into additional segments. For acquisition of property see importation information on page 6.

Total Study
Cost:

TDC Funds
Requested:
(up to 100% of
Total Study Cost)

Governmental Agency
Out of Pocket Cost:
(Total Project Cost less
TDC Funds
Requested)

I have highlighted the
line item(s) in budget
for this specific
project. Enclose
portion of line item
budget as proof of
funding for **Exhibit B**

☐

\$ _____

\$ _____

\$ _____

Estimated Completion date for study:

Segment #2 – Project

Payment will be up to 70% reimbursement of the physical project segment, 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 reimbursement. The project may be broken down into additional segments. For acquisition of property see importation information on page 6.

Total Project
Cost:
(not including
study)

TDC Funds
Requested:
(up to 70% of
Total Project Cost)

Governmental Agency
Out of Pocket Cost:
(Total Project Cost less
TDC Funds
Requested)

I have highlighted the
line item(s) in budget
for this specific
project. Enclose
portion of line item
budget as proof of
funding for **Exhibit B**

☐

\$ _____

\$ _____

\$ _____

TDC requires confirmation in writing that the 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, warranty fees or items relating to administrative, office or retail space as part of your budget):

The City plans to demolish the old, worn out pavilions and build new and improved 10'x10' pavilions in their place. The cost for each pavilion is \$33,000, and therefore the total cost for six will be \$198,000.00. The cost for each pavilion is somewhat inflated due to the anchoring requirements on a beach that can withstand hurricane-force winds.

1. Use:

a) Original use of structure/facility and date of construction:

Large & most well known public beach

b) Present Use:

Large & most well known public beach

c) Proposed Use:

Large & most well known public beach with new & improved pavilions for shade

d) Attach photograph of existing site 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.

The property is not listed in the National Register.

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

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 the 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 owns this public beach.

4. This paragraph applies only to an acquisition funding request, but you will still need to complete items 5-13, whether this is a new construction or renovations, additions, or exhibits. Indicate the area of the property to be acquired in acres:

Not applicable.

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 the 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 (**Enclose as Exhibit F**). 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.

None of these restrictions will have a negative impact on our ability to construct the improvements.

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 is therefore not threatened.

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**).

None of these restrictions will impact the 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 on about existing permits and/or review by the appropriate Planning Department, your application your application shall be rejected. Please list all permits required to complete this project.

The project area is an existing City-owned public beach, therefore, its land use is consistent with all City plans and concurrency requirements. Only local building permits which will be requested and approved by the City following routine permitting procedures will be required for renovation and improvements described in this application.

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 of 1990, Public Law 101-336, as amended.

☒ 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 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. Explain how this estimate was derived. 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 your estimate derived?

The facility is open and available to the general public year-round, 365 days a year. As one of the four beaches within the City, Smathers Beach is one of the largest and is well known by visitors during spring break. Smathers Beach hosts approximately 150,000 patrons annually, according to City records. Amenities at Smathers Beach include beach volleyball nets, jet ski rentals, restrooms, shower facilities, and volleyball courts.

g) Is there currently signage for this project/facility on U.S.1?

☐ Yes ☒ No

If No, are there plans to install signage and if so, do you have FDOT approval? Explain below:

Currently, there are no plans to install signage for this project/facility on U.S.1.

h) If the project/facility is located in a Historical District, is there currently signage for the project/facility in the Historical District?

☐ Yes ☐ No ☒ Not located in a Historical District

i) Does the project/facility require any parking variances? Explain how this was determined in the space below.

☐ Yes ☒ No

The proposed project would not require any parking variances because the demolition of old and construction new pavilions will not incur any need for any additional off-street parking needs per Section 108-572.

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.

List any specific factors or problems which contribute to the present condition of the property:

The existing pavilions are old and worn out.

9. Status of project planning: (Any work initiated prior to approval of an Agreement by the Monroe County Board of County Commissioners will be at applicants' own cost):

☐ Not yet initiated

☒ Initiated

☐ Schematics Completed

☐ Design development completed

☐ Construction documents completed

☐ Permits have been obtained (if required)

10. Name and Address of Project Consultant (architect, engineer, contractor, etc)
Not yet identified/hired.

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

13. How will this project enhance tourism in Monroe County?

Smathers Beach is one of the largest and is well known by visitors during spring break and hosts approximately 150,000 patrons annually, according to City records. Amenities at Smathers Beach include beach volleyball nets, jet ski rentals, restrooms, shower facilities, and volleyball courts. Despite these wonderful features, the beach does lack shade structures, and the construction of a pavilion would provide beachgoers a shaded place to gather, thereby attracting a wider range of the public.

14. 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**).

15. Estimated Project completion date:
12 months from grant award.

Exhibit A



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

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

Johnston, Teri
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

Davila, Gregory
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

Hoover, Mary Lou
1300 White Street
Key West, FL 33040

Annual Reports

Report Year	Filed Date
2020	01/21/2020
2021	01/27/2021
2022	02/07/2022

Document Images

02/07/2022 -- ANNUAL REPORT	View image in PDF format
01/27/2021 -- ANNUAL REPORT	View image in PDF format
01/21/2020 -- ANNUAL REPORT	View image in PDF format
04/05/2019 -- ANNUAL REPORT	View image in PDF format
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

2022 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	JOHNSTON, TERI
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	DAVILA, GREGORY
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	HOOVER, MARY LOU
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: TERI JOHNSTON

MAYOR

02/07/2022

Electronic Signature of Signing Officer/Director Detail_____
Date

CITY OF KEY WEST
FY 22/23 CIP PROJECT DETAIL

Exhibit B

Project No: TBD
Project Name: Smathers Beach Pavilions
Location: Smathers Beach
Department: Engineering
Account No: 101-7201-572-6300

Date: 04/27/22
Contact: Ian McDowell
Project Start: 10/01/22
Project Complete: 09/30/23
Project Estimate:
Project Funding to Date: \$ -

Project Description/Justification:

Deomolish old and build six (6) new pavillions at existing locations at Smathers Beach using Rest Beach shelter design.

Reasons for Funding Modification (if applicable):

Operating Impact:

Related Projects:

Project Phase Summary

Phase	Committed To	FY22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	
Construction		\$ 198,000					
Total	\$ -	\$ 198,000	\$ -	\$ -	\$ -	\$ -	\$ 198,000

Funding Source Summary

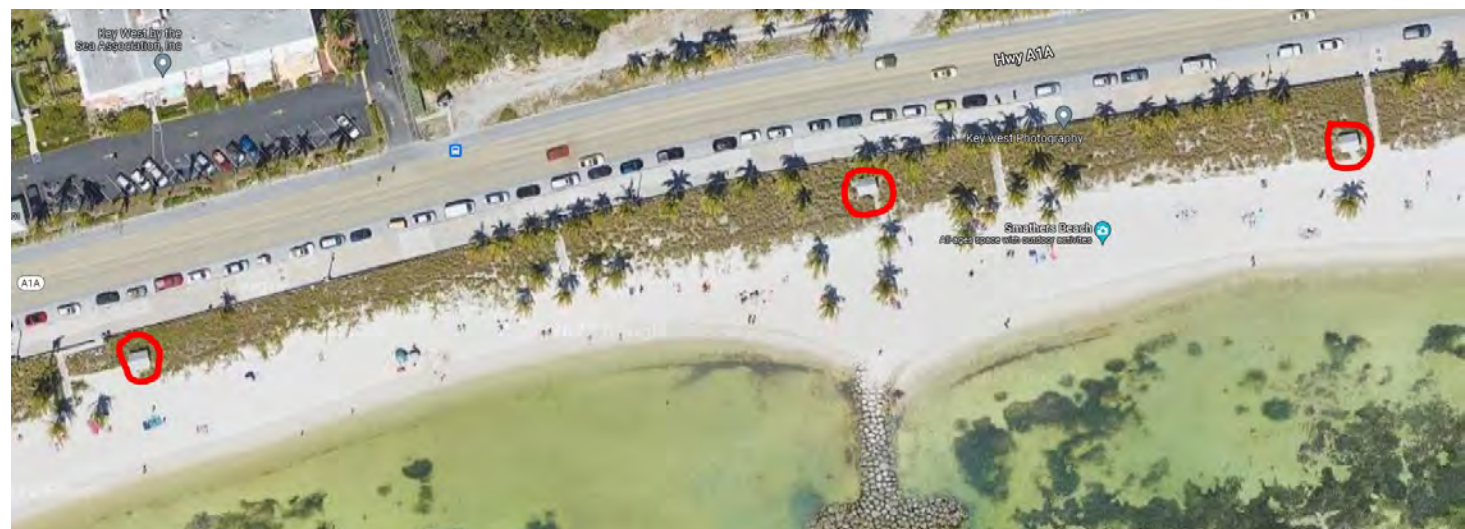
Phase	Committed To	FY22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	
Fund 101		\$ 198,000					
Total	\$ -	\$ 198,000	\$ -	\$ -	\$ -	\$ -	\$ 198,000

Photographs of Smathers Beach Pavilion





Aerial Photograph of Pavilion Locations





Monroe County, FL

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 00064660-000000
 Account# 1065111
 Property ID 1065111
 Millage Group 10KW
 Location Address 1900 S ROOSEVELT Blvd, KEY WEST
 Legal Description KW A PARCEL OF BAY BOTTOM LAND LYING SOUTH OF SOUTH ROOSEVELT BLVD BERTHA ST OR41-413
 (Note: Not to be used on legal documents.)
 Neighborhood 32250
 Property Class STATE PARKS (8000)
 Subdivision
 Sec/Twp/Rng 04/68/25
 Affordable Housing No

Owner

[CITY OF KEY WEST](#)
 PO Box 1409
 Key West FL 33041

Valuation

	2021	2020	2019	2018
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$210,850,714	\$210,850,714	\$210,850,714	\$210,850,714
= Just Market Value	\$210,850,714	\$210,850,714	\$210,850,714	\$210,850,714
= Total Assessed Value	\$210,850,714	\$210,850,714	\$210,850,714	\$210,850,714
- School Exempt Value	(\$210,850,714)	(\$210,850,714)	(\$210,850,714)	(\$210,850,714)
= School Taxable Value	\$0	\$0	\$0	\$0

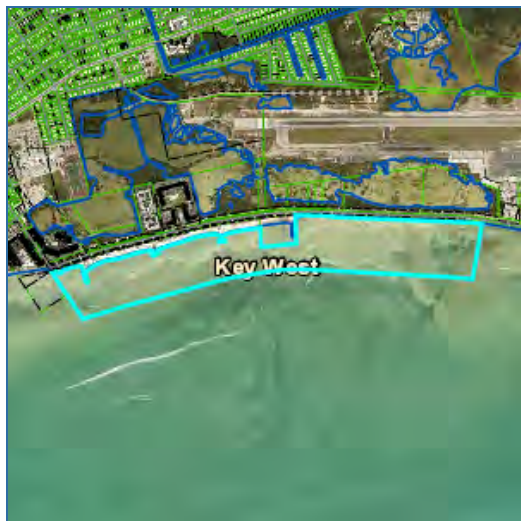
Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL EXEMPT (100E)	4,607,776.80	Square Foot	0	0

View Tax Info

[View Taxes for this Parcel](#)

Map



No data available for the following modules: Buildings, Yard Items, Sales, Permits, Sketches (click to enlarge), Photos, TRIM Notice.



[User Privacy Policy](#)
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[Last Data Upload: 4/22/2022, 5:49:07 AM](#)



Monroe County, FL

Disclaimer

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

Summary

Parcel ID	00064660-000100
Account#	1065129
Property ID	1065129
Millage Group	10KW
Location Address	2018 S ROOSEVELT Blvd, KEY WEST
Legal Description	KW A PARCEL OF BAY BOTTOM LAND LYING SOUTH OF SOUTH ROOSEVELT BLVD OR478-562-564
	(Note: Not to be used on legal documents.)
Neighborhood	32250
Property Class	STATE PARKS (8000)
Subdivision	
Sec/Twp/Rng	04/68/25
Affordable Housing	No

Owner

[BOT TIF](#)

C/O DEP DIVISION OF STATE LANDS
3900 Commonwealth Blvd Mail Station 108
Tallahassee FL 32399

Valuation

	2021	2020	2019	2018
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$141,097	\$141,097	\$141,097	\$141,097
+ Market Land Value	\$13,441,382	\$13,441,382	\$13,441,382	\$13,441,382
= Just Market Value	\$13,582,479	\$13,582,479	\$13,582,479	\$13,582,479
= Total Assessed Value	\$13,582,479	\$13,582,479	\$13,582,479	\$13,582,479
- School Exempt Value	(\$13,582,479)	(\$13,582,479)	(\$13,582,479)	(\$13,582,479)
= School Taxable Value	\$0	\$0	\$0	\$0

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL EXEMPT (100E)	183,823.20	Square Foot	0	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
	1973	1974	1	1	3
TIKI	1999	2000	1	70 SF	1
TIKI	1999	2000	1	70 SF	1
TIKI	1999	2000	1	70 SF	1
TIKI	1999	2000	1	70 SF	1
TIKI	1999	2000	1	70 SF	1
TIKI	1999	2000	1	70 SF	1
TIKI	1999	2000	1	70 SF	1
RW2	2001	2002	1	3696 SF	3

Permits

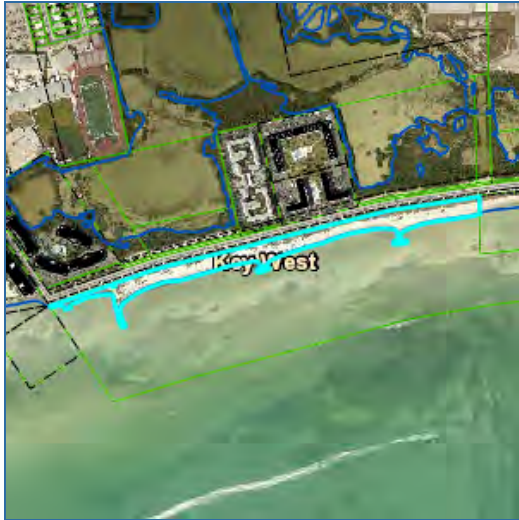
Number	Date Issued	Date Completed	Amount	Permit Type	Notes
BLD2019-2413	9/12/2019		\$5,000	Commercial	Remove existing structure and slab New frangible concrete slab.
17-3886	3/12/2018	6/21/2018	\$7,000	Commercial	(7.6 squares +/-) - Smathers Beach - Construction of the roofing scope of work for a bathroom facility on Smathers Beach as detailed in the specifications and drawings. **noc exempt - city property** November 2, 2017 12:38:14 PM
18-767	2/27/2018		\$46,500	Commercial	ROUGH AND SET OF SIX TOILETS, 6 LAVS, 2 URINALS, 1 MOP SINK, ETC

17-3882	1/12/2018		\$453,850	Commercial	SMATHERS BEACH NEW BATHROOM FACILITY
17-3883	1/12/2018	8/16/2018	\$125,000	Commercial	SMATHERS BEACH -UTILITES AND UNDERGROUND FOR BATHROOM FACILITY, INCLUDING SANITARY LIFT STATION INSTALLED ACROSS S ROOSEVELT AS DETAILED IN THE SPECIFICATIONS AND DRAWINGS
12-4506	12/18/2012		\$9,000	Commercial	MAKE REPAIR TO 6' H ALUM. FENCE. REPLACE 15 POST, REINSTALL PANELS. REPLACE BROKEN PICKETS AND MISSING PICKETS.
10-679	3/4/2010	3/4/2010	\$0	Commercial	RE-ATTACH WEATHERHEAD AT HIGGS BEACH
08-4000	10/24/2008	3/22/2010	\$1,000	Commercial	MOVIGN EXISTING BOOTH ON SMATHERS BEACH ACCORDING TO TEH SUNSET WATERSPORTS LEASE WITH THE CITY OF KEY WEST
06-1594	4/4/2006	7/6/2006	\$100	Commercial	CONFIMATION OF STAPS O TIKI HUT
06-0347	1/23/2006	7/6/2006	\$1,100	Commercial	COMPLETE ELECTRICAL INSTALLATION OF 100 AMP SERVICE
05-5232	11/21/2005	7/6/2006	\$1,500	Commercial	HURRICANE WILMA DAMAGE NEW WOOD DECK ON THATCH HUT (SUNSET WATER SPORTS)

View Tax Info

[View Taxes for this Parcel](#)

Map



No data available for the following modules: Buildings, Sales, Sketches (click to enlarge), Photos, TRIM Notice.



[User Privacy Policy](#)
[GDPR Privacy Notice](#)

[Last Data Upload: 4/22/2022, 5:49:07 AM](#)

Exhibit H

Smathers Beach is a nesting area for endangered sea turtles, however, because the new pavilions will be constructed where the old pavilions are located, the pavilions placement will have no negative impact on sea turtles.

ARTICLE VI. - SEA TURTLES

Footnotes:

--- (5) ---

State Law reference— *Protection of sea turtles, F.S. § 370.12(1).*

Sec. 10-246. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adjacent waters means the waters abutting a nesting area and extending 300 feet to either side of it and out to the limits of the city's property line.

Artificial light or *artificial lighting* means the light emanating from any manmade or man-controlled device.

Beach means the zone of unconsolidated material that extends landward from the mean low water line to the place where there is a marked change in the material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves.

Bug-type bulb means any yellow-colored incandescent lightbulb that is marketed as being specifically treated in such a way so as to reduce the attraction of bugs to the light.

Cumulatively illuminated means illuminated by numerous artificial light sources that as a group illuminate any portion of the beach.

Daylight hours means the locally effective time period between sunrise and sunset.

Hatchling means any species of marine turtle, within or outside of a nest, that has recently hatched from an egg.

Indirectly illuminated means illuminated as the result of the glowing element, lamp, globe or reflector of an artificial light source, which source is not directly visible to an observer on the beach.

Jurisdictional boundaries means the area on contiguous land within 300 feet of an identified or potential nesting area.

Mechanical beach cleaning means any mechanical means by which debris, including but not restricted to trash, litter, seaweed or seagrass wrack, is removed from the beach.

Nest means the area in and around a place in which sea turtle eggs are naturally deposited or relocated beneath the sediments of the beach.

Nesting area means both identified nesting areas and potential nesting areas.

Nesting area, identified, means any area where sea turtles have been or are currently nesting and the adjacent beach or other intertidal areas used for access by the turtles.

Nesting area, potential, means any area where sea turtle crawls have been observed that has suitable substrate for digging a nest which is accessible to the sea turtle.

Nesting season means the period from April 15 through October 31 of each year.

Permitted agent of the state means any qualified individual, group or organization possessing a permit from the state department of environmental protection to conduct activities related to sea turtle protection and conservation.

Sea turtle means any specimen belonging to the species *Caretta caretta* (loggerhead turtle), *Chelonia mydas* (green turtle), *Dermochelys coriacea* (leatherback turtle), *Eretmochelys imbricata* (hawksbill turtle) or any other marine turtle using city beaches as a nesting habitat.

Suitable substrate means any unconsolidated sediments of at least one foot in depth.

Tinted glass means any glass treated to achieve an industry approved, inside-to-outside light transmittance value of 45 percent or less. Such transmittance is measured as the percentage of visible light that is transmitted through the glass.

(Code 1986, § 53.26(a))

Cross reference— Definitions generally, § 1-2.

Sec. 10-247. - Prohibiting storage or placement of material in nesting area.

The storage or placement of any material, including but not limited to construction material, riprap, trash and debris, mulch or landscaping material, fill, vehicles, or boats, that has potential to impede movement of sea turtle hatchlings or adults between ocean and nesting areas or that may cover existing nests sites is strictly prohibited.

(Code 1986, § 53.26(b))

Sec. 10-248. - Standards for exterior artificial lighting.

- (a) To prevent exterior artificial lighting from illuminating the jurisdictional boundaries or adjacent waters during the sea turtle nesting season, the following measures shall be taken to reduce or eliminate the negative effects of existing exterior artificial light. Existing exterior artificial light fixtures within direct line of sight of the beach shall be designed, positioned modified or removed so that:

- (1) The point source of light or any reflective surface of the light fixture is not directly visible from the beach;

- (2) The area within the jurisdictional boundaries is not directly or indirectly illuminated; and
 - (3) The area within the jurisdictional boundaries is not cumulatively illuminated.
- (b) Measures including, but not limited to, the following shall be taken to reduce or eliminate the negative effects of existing artificial beachfront lighting through appropriate design:
- (1) Positioning of fixtures so that the point source of light or any reflective surface of the light fixture is eliminated or is no longer visible from the beach.
 - (2) Replacement of fixtures having an exposed light source with fixtures containing recessed light sources or shields.
 - (3) Replacement of traditional lightbulbs with yellow bug-type bulbs not exceeding 50 watts or low-pressure sodium vapor lamps.
 - (4) Replacement of nondirectional fixtures with completely shielded directional fixtures that point down and away from the beach.
 - (5) Replacement of fixtures having transparent or translucent coverings with fixtures having opaque shields covering an arc of at least 180 degrees and extending an appropriate distance below the bottom edge of the fixture on the seaward side so that the light source or any reflective surface of the light fixture is not visible from the beach.
 - (6) Replacement of pole lamps with low-profile, low-level luminaries no higher than 48 inches off the ground, such as low-mounted wall fixtures, low bollards and ground level fixtures, so that the light source or any reflective surface of the light fixture is not visible from the beach.
 - (7) Replacement of incandescent, fluorescent and high-intensity lighting with the lowest wattage low-pressure sodium vapor lighting possible for the specific application.
 - (8) Planting or improvement of landscape vegetative buffers in compliance with the city's land development regulations between the light source and the beach to screen light from the beach.
 - (9) Construction of ground level barriers in compliance with the city's land development regulations to shield light sources from the beach.
 - (10) Limitation of exterior lights used expressly for safety or security purposes.
 - (11) Permanent removal of all floodlights, uplights or spotlights used for decorative or accent purposes.
 - (12) Permanent removal or disabling of any fixture which cannot be brought into compliance with this article.
 - (13) Shielding or modification of any existing lighted sign pursuant to the land development regulations such that it is not directly visible from the beach.

(Code 1986, § 53.26(c))

Sec. 10-249. - Standards for interior artificial lighting.

To prevent interior artificial lighting from illuminating the jurisdictional boundaries or adjacent waters during the sea turtle nesting season, measures including but not limited to the following shall be taken to reduce or eliminate the negative effects on interior light emanating from doors and windows within line of sight of the beach:

- (1) Use of window treatments such as blackout draperies, shade screens or blinds to shield interior lights from the beach.
- (2) Application of window tint or film that meets the standards for tinted glass.
- (3) The turning off of all unnecessary interior lights.
- (4) Arrangement of lamps and other moveable light fixtures away from windows.

(Code 1986, § 53.26(d))

Sec. 10-250. - Standards for mechanical beach cleaning.

All mechanical beach cleaning activities designed to remove debris from the beach through the use of motorized vehicles or other mechanical means shall comply with the following standards:

- (1) *Timing.* Beach cleaning shall be confined to daylight hours during the sea turtle nesting season.
- (2) *Mode of operations.* During the sea turtle nesting season:
 - a. Beach cleaning operations shall be limited to the area seaward of the strand line (previous high tide mark).
 - b. Lightweight motorized vehicles having wide, low-profile, low-pressure tires or hand raking shall be used to conduct beach cleaning operations.
 - c. Devices used for removing debris from the beach shall be designed and/or operated such that they do not penetrate the beach substrate by more than two inches.
 - d. Operators shall be educated to identify a sea turtle crawl (turtle tracks), recognize and avoid a sea turtle nest, and report nests and/or crawls to a permitted agent of the state.
- (3) *Coordination of beach cleaning operations with state-sanctioned scientific studies.* All beach cleaning operations shall be coordinated through the state to ensure that these operations do not interfere with state-sanctioned scientific studies or surveys of sea turtle nesting activities.

(Code 1986, § 53.26(e))

Sec. 10-251. - Protection from predation.

No predatory pets or pets likely to have a potential for being disruptive or damaging to nesting sea turtles, hatchlings or nests shall be allowed to roam loose and unsupervised within the jurisdictional boundaries during the nesting season. Such pets include, but are not limited to, dogs, cats, snakes, lizards or iguanas, ferrets and pigs. Feeding of raccoons, opossums and other wild animals within the jurisdictional boundaries shall be prohibited.

(Code 1986, § 53.26(f))

Sec. 10-252. - Education program.

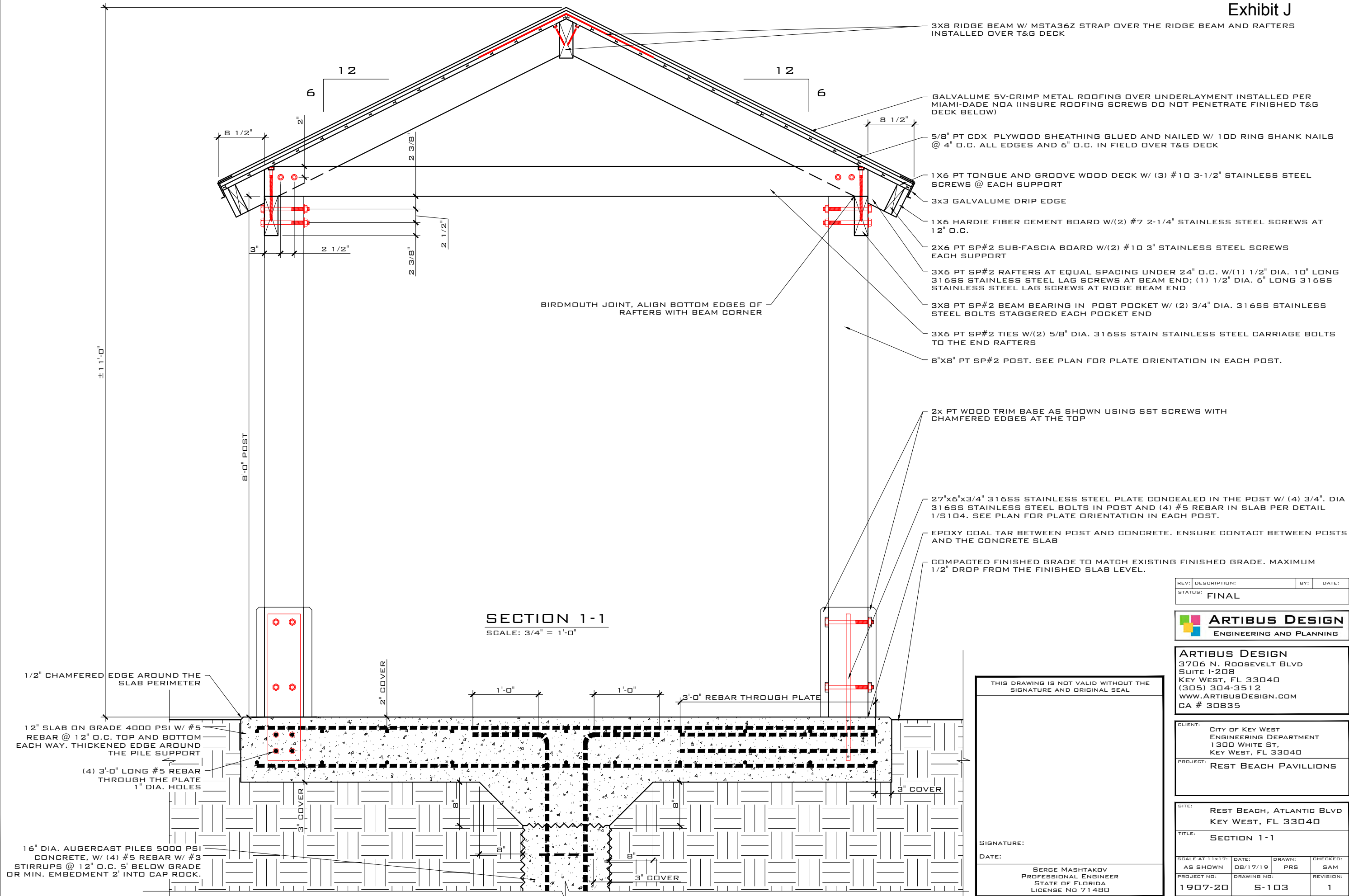
The city manager shall develop a sea turtle protection education program for the benefit of the public. The program shall include an education-based response by the city toward any person who is found to be in violation of this article.

(Code 1986, § 53.26(g))

Sec. 10-253. - Cooperation from electric system.

The city manager is authorized to transmit a copy of this article to the city electric system and to strive to obtain its cooperation in the performance of the terms of this article.

(Code 1986, § 53.26(h))



REV:	DESCRIPTION:	BY:	DATE:
STATUS:	FINAL		



ARTIBUS DESIGN
3706 N. ROOSEVELT BLVD
SUITE 1-208
KEY WEST, FL 33040
(305) 304-3512
WWW.ARTIBUSDESIGN.COM
CA # 30835

CLIENT: CITY OF KEY WEST
ENGINEERING DEPARTMENT
1300 WHITE ST,
KEY WEST, FL 33040

PROJECT: REST BEACH PAVILLIONS

SITE: REST BEACH, ATLANTIC BLVD
KEY WEST, FL 33040

TITLE: SECTION 1-1

SCALE AT 11X17:	DATE:	DRAWN:	CHECKED:
AS SHOWN	08/17/19	PRS	SAM
PROJECT NO:	DRAWING NO:	REVISION:	
1907-20	S-103	1	

THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL

SIGNATURE:

DATE:

SERGE MASHTAKOV
PROFESSIONAL ENGINEER
STATE OF FLORIDA
LICENSE NO 71480

Marketing Plan & Operational Budget

Smathers Beach is marketed on a variety of different internet and social media platforms as the City's largest beach and one of Key West's top tourist destinations. Several travel websites, including TripAdvisor.com, keywesttravelguide.com, travel.usnews.com, 10best.com, Expedia.com, and others all market Smathers Beach as one of the top free tourist destinations in Key West. The beach offers several amenities, including restrooms, showers, snack bars, bike paths, picnic tables, chair rentals, volleyball courts, rentals for water activities, including Hobie Cat sailboats, windsurfers, paddleboards, kayaks, Sun Fish sailboats, jet skis, and even parasailing. It's also marketed as a popular beachside wedding spot. The newly upgraded pavilions will be highlighted and promoted on the City website to enhance the number of daytime visits. As these avenues for marketing are already in place, no additional marketing dollars will be required to inform the public and tourists of these upgraded restroom facilities. Regarding the operational budget, the City Department of Community Services will be responsible for maintaining these new facilities. The cost of maintenance and operations will be funded in the City's Annual Budget each year during the normal budget preparation process.

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

I, Teri Johnston, 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 Teri Johnston, 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 contract 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;

1) 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, a application for the purpose of restricting competition; and

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

(Signature)

Date:

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online

notarization, on April 27, 2022 (date) by TERI JOHNSTON (name of affiant). He/She is personally known to me/ or has produced

_____ (type of identification) as identification.



Portia Y. Navarro

NOTARY PUBLIC

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.

(Signature)

Date:

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 4/27/22 (date) by Teri Johnston (name of affiant). He/She is personally known to me or has

Produced _____ (type of identification) as identification.



NOTARY PUBLIC

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, Project Name (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:

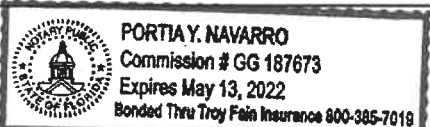
Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the BOCC/TDC and agrees to indemnify and hold harmless the BOCC/TDC and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, 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.

Teri Johnston

President of Organization/Mayor's Name Typed

President's/Mayor's Signature

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 4/27/22 (date) by Teri Johnston (name of affiant). He/She is personally known to me or has produced (type of identification) as identification.



Monroe County Tourist Development Council FY 2023 Capital Project Application

Ethics Statement
(Enclose as Exhibit O)

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

“ _____
City of Key West
(Company) _____ ”

“...warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in 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 County officer or employee.”

(Signature)

Date: _____

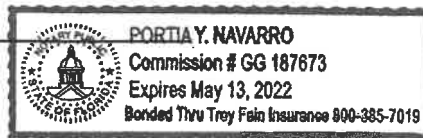
STATE OF: _____ Florida _____

COUNTY OF: _____ Monroe _____

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 4/27/22 (date) by TORI JOHNSON
(name of affiant). He/She is personally known to me or has produced
_____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____



Public Entity Crime Statement Form
(Enclose as Exhibit P)

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 a contract to provide any goods or services to a public entity, may not submit a bid on a contract 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, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I have read the above and state that neither Teri Johnston (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

Teri Johnston
(Signature)

Date: 4-27-22

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 4/27/22 (date) by TERI JOHNSTON (name of affiant). He/She is personally known to me, or has produced _____ (type of identification) as identification.

Portia G. Navarro
NOTARY PUBLIC

My Commission Expires: _____



Request for Taxpayer Identification Number and Certification

Exhibit Q

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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/di disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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) ►

☒ Other (see instructions) ►

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.) See instructions.
1300 White Street

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

7 List account number(s) here (optional)

8 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* 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 for Part II, later.

Sign Here Signature of U.S. person *B. Swald* Finance Director Date *4/26/2022*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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*, later.

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

Policy	Deductibles
<u>PRM 021-008</u>	<u>See attached Member Coverage</u>
	<u>Declarations</u>

Liability policies are ☒ Occurrence ☐ Claims Made

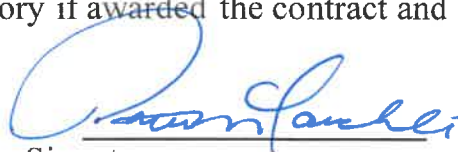
PRM - Public Risk Management
Insurance Agency of Florida


Signature
Risk manager / safety officer

APPLICANTS STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Patti McLauchlin, City Manager
Applicant Name and Title


Signature

Company Name: City of Key West

ENDORSEMENT attaching to and forming part of Coverage Document issued by Public Risk Management of Florida

Endorsement No. KWST - 01

NAMED MEMBER: CITY OF KEY WEST

Effective date of this endorsement: October 1, 2021

SCHEDULE OF SELF-INSURED RETENTIONS

The City of Key West has the following underlying **SELF-INSURED RETENTIONS** which apply to a covered loss under the Section(s) listed below:

	<u>COVERAGE SECTION</u>	<u>CITY OF KEY WEST SELF INSURED RETENTIONS</u>
I	PROPERTY:	<u>\$ 25,000</u>
	Named Windstorm:	<u>5.00% of Total Insured Values of affected UNIT.</u>
In respect of SECTION I PROPERTY , it is understood and agreed that if more than one peril covered hereunder is involved in an OCCURRENCE , then the highest SELF INSURED RETENTION in respect of SECTION I PROPERTY shall apply subject to a minimum of \$25,000 for each OCCURRENCE .		
II	CRIME:	DEDUCTIBLE:
	All CRIME Coverages	<u>\$ 1,000</u>
III	COMPREHENSIVE GENERAL LIABILITY:	<u>\$ 100,000</u>
IV	AUTOMOBILE LIABILITY:	<u>\$ 100,000</u>
V	PUBLIC OFFICIALS ERRORS & OMISSIONS:	<u>\$ 100,000</u>
VI	EMPLOYEE BENEFITS LIABILITY:	<u>\$ 100,000</u>
VII	EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY FOR A QUALIFIED SELF-INSURED ASSOCIATION:	<u>\$ 325,000</u>

(Sections III, IV & V – Any applicable sublimits within these Sections will apply in excess of the Member's SIR's)

LOSS FUND: \$2,100,000 in the Aggregate Annually

Furthermore, it is understood and agreed that the Limits of Liability afforded to the City of Key West under this Coverage Document shall be as follows:

II CRIME:

EXCESS LIMIT OF COVERAGE for each OCCURRENCE:

a. Employee Theft - Per Loss Coverage:	<u>\$1,000,000</u>
b. Forgery Or Alteration:	<u>\$1,000,000</u>
c. Inside The Premises - Theft Of Money And Securities:	<u>\$1,000,000</u>
d. Inside The Premises - Robbery Or Safe Burglary Of Other Property:	<u>\$1,000,000</u>
e. Outside The Premises:	<u>\$1,000,000</u>
f. Computer Fraud:	<u>\$1,000,000</u>
g. Funds Transfer Fraud:	<u>\$1,000,000</u>
h. Money Orders And Counterfeit Money:	<u>\$1,000,000</u>

III COMPREHENSIVE GENERAL LIABILITY:

EXCESS LIMIT OF COVERAGE for each OCCURRENCE:

All coverage's under Section III combined: \$1,000,000

Subject to the following sub limits:

Premises Medical Payments NOT COVERED

SUBSIDENCE \$10,000,000 Annual Aggregate

IV AUTOMOBILE LIABILITY:

EXCESS LIMIT OF COVERAGE for each OCCURRENCE:

All coverage's under SECTION IV combined: \$1,000,000

Subject to the following sub limit:

Automobile Medical Payments NOT COVERED

Uninsured/Underinsured Motorists NOT COVERED As stated in
Endorsement No. 2 per MEMBER

No Fault As stated in Endorsement No. 8 per
MEMBER

**V PUBLIC OFFICIALS ERRORS
& OMISSIONS:**

EXCESS LIMIT OF COVERAGE for each CLAIM:

All coverages under SECTION V combined: \$1,000,000
\$3,000,000 Annual Aggregate

Subject to the following sublimit:

**Claims arising under Florida Statute 70.001,
the "Bert J. Harris, Jr., Private Property
Rights Protection Act"**

\$300,000 each CLAIM
\$300,000 Annual Aggregate

EEOC Administrative Hearings \$ 2,500
\$250,000 Annual Aggregate

RETROACTIVE DATE: Various – See Endorsement 3

VI EMPLOYEE BENEFITS LIABILITY:

EXCESS LIMIT OF COVERAGE for each CLAIM:

All coverages under Section VI: \$1,000,000
\$3,000,000 Annual Aggregate

Subject to the following sub limit:

RETROACTIVE DATE: Various – See Endorsement 4

It is further noted and agreed that claims handling will be performed by Ascension, directly contracted by the Member.

Third Party Administrator:
Ascension Benefits & Insurance Solutions
700 Central Parkway
Stuart, FL 34994

Except as amended in this Endorsement, this coverage is subject to all coverage terms, clauses and conditions in the Coverage Document to which this Endorsement is attached.

ATTACHMENTS AND CERTIFICATIONS
(Enclose as Exhibit S)

1. The following supporting documents are attached:

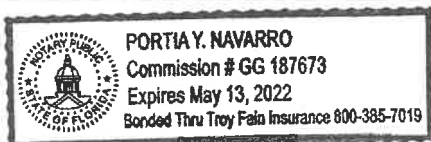
- a) ☒ Print out from Sunbiz.org "Detail by Entity" (**Exhibit A**)
- b) ☒ Documentation from bank of confirmed project funds (**Exhibit B**)
- c) ☒ If applicable: Insert or attach photograph of existing site (**Exhibit C**)
- d) ☒ Proof of ownership; long term lease or service contract (**Exhibit D**)
(Include consent of ownership 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 species 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
- k) ☒ Proposed operational 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) ☒ Notarized Ethics form (**Exhibit O**)
- p) ☒ Notarized Public Crime Entity Statement (**Exhibit P**)
- q) ☒ Applicant has printed and completed the W-9 Form included within this application (**Exhibit Q**)
- r) ☒ Applicant has printed and completed the Insurance Worksheet (pg. 27-31) with their Insurance Agent (only required if requesting \$20,000 or more in funding) (**Exhibit R**)
- s) ☒ Notarized Attachments and Certifications form (**Exhibit S**)
- t) ☒ I have read the Capital Project Funding Process and Importation Information provided on pg. 2-9 of this application (not necessary to print and include these pages with your submission)

Teri Johnston

President of Organization/Mayor's Name Typed

President's/Mayor's Signature

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on April 27 2022 (date) by Teri Johnston (name of affiant). He She is personally known to me or has produced (type of identification) as identification.



NOTARY PUBLIC