

RESOLUTION NO. 19-070

A RESOLUTION OF THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING THE RANKING AND SELECTION OF KEY WEST ART AND HISTORICAL SOCIETY (KWAHS) FOR STABILIZATION AND REDEVELOPMENT OF THE FORMER KEYS DIESEL PLANT IN RESPONSE TO REQUEST FOR PROPOSALS (RFP) NO. 001-19; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT IN SUBSTANTIAL CONFORMANCE WITH TERMS CONTAINED IN RFP 001-19, INCLUDING A 20-YEAR PROPERTY LEASE, UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in RFP No. 001-19, the City of Key West solicited proposals to stabilize and ultimately redevelop the former Keys Energy Services Diesel Plant and connected buildings located at 101 Geraldine Street, 709 Fort Street and 100 Angela Street at no cost to the City; and

WHEREAS, one proposal was received in response to RFP 001-19, from KWAHS, a non-profit organization with demonstrated financial capability, expertise and relevant experience of historic structures and subsequent management as a self-sustaining non-profit; and

WHEREAS, on December 19, a selection committee comprised of City staff reviewed the proposal and considered qualifications of KWAHS, including funding, a schedule for near-term stabilization of the buildings, and the availability of long-term capital funding

for redevelopment, along with a 20-year lease term, and accordingly recommends acceptance of the RFP; and

NOW, THEREFORE, BE IT RESOLVED BY THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

Section 1: That the ranking and selection of Key West Art and Historical Society is hereby approved in response to RFP 001-19, and the City Manager is authorized to negotiate an agreement, in conformance with terms and conditions contained in RFP # 001-19 and additional terms, including a 20-year lease.

Section 2: Pursuant to terms in RFP 001-19, stabilization and redevelopment shall be at no cost to the City of Key West, so there is no anticipated budget impact at this time.

Section 3: That the City Manager is authorized to execute a contract in substantial conformance with documents contained in RFP 001-19, inclusive of negotiated amendments, upon consent of the City Attorney.

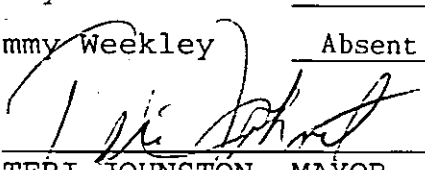
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 20th day of February, 2019.

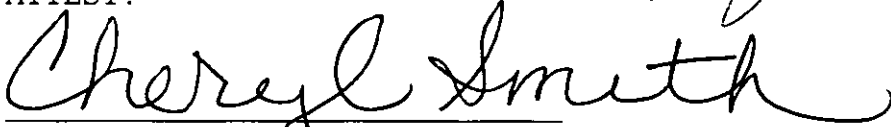
Authenticated by the Presiding Officer and Clerk of the Commission on 21st day of February, 2019.

Filed with the Clerk on February 21, 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>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Absent</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

EXECUTIVE SUMMARY

Date: December 20, 2018
To: Jim Scholl, City Manager
From: Jim Bouquet, Senior Project Manager
Subject: Former KEYS Diesel Plant Stabilization & Redevelopment RFP No. 001-19

Action Statement

Approve City staff ranking of Key West Art and Historical Society to stabilize and redevelop the Former KEYS Diesel Plant in response to Request for Proposal (RFP) No. 001-19. Authorize City Manager to negotiate and, pursuant to legal review, enter into an agreement on behalf of the Caroline Street Corridor and Bahama Village Community Redevelopment Area including a 20-year property lease with the selected entity.

Background

The City of Key West solicited proposals to stabilize and ultimately redevelop the former Keys Energy Services (KEYS) Diesel Plant with connected buildings located at 101 Geraldine Street, 709 Fort Street and 100 Angela Street. Stabilization and redevelopment is to be consistent/conforming with Chief Building Official Order dated February 21, 2018 and City Commission Resolution 18-238. Stabilization and redevelopment shall be at no cost to the City of Key West. Stabilization and redevelopment shall be subject to internal City review and approvals including, but not limited to, Planning Board, Historic Architectural Review Commission and Caroline Street Corridor and Bahama Village Community Redevelopment Area (CRA).

The City issued RFP No. 001-19: *Former KEYS Diesel Plant Stabilization & Redevelopment* September 22, 2018. Respondents were required to demonstrate financial capability, expertise and relevant experience in redevelopment of historic structures and subsequent management as a profitable business or self-sustaining non-profit organization. The City received one response to the RFP on December 5, 2018 from the following entity:

- Key West Art and Historical Society (KWAHS)

Upon review of the received proposal, qualifications, KWAHS was considered responsive and responsible.

On December 19, 2018, a selection committee including representatives of Engineering Services, Planning, Building, Property Management and Risk Management held a publicly advertised meeting to conduct qualification ranking of the received proposal using the Selection Criteria Matrix in the RFQ. The received proposal ranked an average of 73.4 points out of 150 total available. Selection committee qualification rankings are attached for review.

Ranking considerations included whether the development proposed by KWAHS was the highest and best use of City property, funding and schedule for near term stabilization of the buildings, and the availability of long term capital funding for redevelopment.

Financial Issues

RFP No. 001-19 stated that stabilization and redevelopment shall be at no cost to the City of Key West; therefore, the CRA is under no financial obligation by entering into an agreement with KWAHS.

Options

1. Approve selection of KWAHS to stabilize and redevelop the Former KEYS Diesel Plant in response to RFP No. 001-19, and authorize the City Manager to negotiate and, pursuant to legal review, enter into an agreement on behalf of the CRA including a 20-year lease with the selected entity.
2. Reject the proposal of KWAHS and provide further direction to Staff regarding stabilization and redevelopment of the Site at a yet to be determined cost to the City.

INTEROFFICE MEMORANDUM

To: Steve McAlearney, Director of Engineering
Jim Bouquet, Deputy Engineering Director

CC: David Sermak, Purchasing

From: Cheri Smith, City Clerk

Date: December 5, 2018

Subject: **FORMER KEYS DEISEL PLANT STABILIZATION AND
REDEVELOPMENT; RFP 001-19**

The following bids were opened Wednesday, December 5, 2018 at 3:00 p.m. in response to the above referenced project.

1. Key West Art & Historical Society
281 Front Street
Key West, FL 33040

CS/lcc
RFP 001-19 – DEISEL PLANT STABILIZATION

Key West City Hall

Wednesday, December 19, 2018

Engineering:	1 Steve McAlearney
Risk Management	3 Todd Stoughton
Building	4 Ron Wampler
Property Management	5 Marilyn Wilbarger
HARC/Planning	6 Venessa Sellers

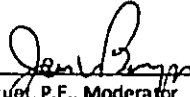
Evaluation Panel Scoring

	POINTS ALLOWED	Key West Art & Historical Society											
		1	2	3	4	5	6						
Experience in Funding and Successfully Managing Redevelopment Projects	25	18	X	25	10	10	20						
Experience with Historic Structure Stabilization & Redevelopment	25	12	X	20	10	10	15						
Project Team	15	7	X	8	7	12	10						
Business Plan & Financial Capacity	25	10	X	10	7	5	10						
Example Projects and References	10	8	X	8	7	10	8						
Proposal Determined to be in Best Interest of the City	50	25	X	25	10	5	25						
Total Points	150	80	0	96	51	52	88						

Proposer Average Proposal Points

73.4

0

 12/19/18
James Bouquet, P.E., Moderator

THE CITY OF KEY WEST

Director of Building

P.O.Box 1409, Key West, FL 33040



ORDER TO REPAIR, ALTER, OR IMPROVE BUILDINGS

COMES NOW, Ron Wampler, as the Chief Building Official for the City of Key West, by and through his authority pursuant to the Florida Building Code, F.S. 553.80, and Ch. 14, Art. III of the Code of Ordinances for the City of Key West and files this Order to Repair, Alter, or Improve Buildings as per Sec. 14-107, Code of Ordinances for the City of Key West and in support thereof would state the following:

1. A hearing was conducted before Ron Wampler, Chief Building Official for the City of Key West on Monday, February 12th, 2018 at 3:00 p.m. pursuant to Sec. 14-106 of the Code of Ordinances for the City of Key West.
2. At said hearing the following conditions were found by the undersigned to exist at the City property known as the Diesel Generating Plant, Key West, FL 33040 consisting of five buildings:
 - Buildings 2, 3, 4, and 5 are seriously and structurally unsound as reported by Atlantic Engineering Services (AES) in their document dated August 2016.
 - Buildings 2, 3, 4 have deteriorated or open roofs causing accelerated deterioration.
 - Buildings 2, 3, 4 and 5 have deteriorating exterior brick and/or concrete exterior walls.
3. The following are the corresponding corrective measures to be taken at the listed property:
 - Demolition of Building 5 to provide a fire lane between the existing Keys Energy Electrical Substation and the Diesel Generating Plant Buildings.
 - Demolition of Buildings 3 and 4 to protect the life, safety and health of those residents along Fort and Geraldine Streets.
 - Repairs to Buildings 1 and 2 to include:
 1. Storm resistant roofing to Building 2 both covering and structural.
 2. Closing of all openings in Buildings 1 and 2 to improve storm resistance.
 3. Structural repairs to Buildings 1 and 2 exterior walls to consist of historic brick and mortar compatible with the existing.
 4. All exterior repairs are to be approved by the Historic Architectural Review Commission (HARC).

Buildings 1 and 2 have been vacant and derelict for over 30 years and have no valid Certificate of Occupancy. The above orders will result in 'shell buildings' with no occupancy or use until proper permit application has been made to involve full compliance with the current edition of the Florida Building

Code and applicable City Ordinances. The property owner shall have until 5:00 p.m. on June 1st, 2019 to complete the items herein to the satisfaction of the Chief Building Official.

If the Property has not been brought into compliance to the satisfaction of the Chief Building Official on said date and time as listed in paragraph 4, above, further action may be taken including but not limited to: injunctive relief, removal of the electrical meter or preventing ingress and egress to said building or any other remedy appropriate under law.

HAND DELIVERED TO: James Bouquet
BY: RWN

Under penalty of perjury, I declare that the above captioned notice was so delivered on this 21st
day of February, 2018

RW Wampler 2/21/18
Ron Wampler CFM CBO Date

RESOLUTION NO. 18-238

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, ACKNOWLEDGING ADOPTING AND ACCEPTING THE ATTACHED NON-BINDING OPINION FROM THE HISTORIC ARCHITECTURAL REVIEW COMMISSION (HARC) REGARDING THE DEMOLITION OF CERTAIN STRUCTURES AT THE HISTORIC DIESEL ENERGY PLANT AT 100 ANGELA STREET/GERALDINE STREET, PURSUANT TO SECTION 102-221 OF THE LAND DEVELOPMENT REGULATIONS, AS DIRECTED UNDER CITY COMMISSION RESOLUTION 18-088, AND DIRECTING STAFF TO MOVE FORWARD; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution 18-088 the City Commission directed the City Manager to submit the issue of demolition of certain components of the Diesel Generating Plant to HARC for an advisory, non-binding, opinion, pursuant to Sec. 102-221 of the Land Development Regulations, to be provided to the City Commission as the owner of the Diesel Generating Plant; and

WHEREAS, HARC members and City staff visited the Diesel Generating Plant property, accepted citizen suggestions, considered input from Board members with professional

expertise, studied national and international examples of successful preservation and adaptive reuse, and compiled findings and recommendations into the attached non-binding opinion resolution; and

WHEREAS, the City Commission recognizes the efforts of HARC members and City staff in preparing this opinion report, and extends deep thanks for their work; and

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

Section 1: That the attached non-binding opinion from HARC regarding the demolition of certain components of the Diesel Generating Plant at 100 Angela Street, pursuant to Section 102-221 of the Land Development Regulations, as directed under City Commission Resolution 18-088, is hereby ~~acknowledged~~ adopted and accepted. City staff is directed to move forward, and HARC is thanked for their recommendations.

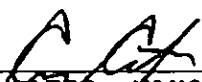
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 7 day of August, 2018.

Authenticated by the Presiding Officer and Clerk of the Commission on 25 day of September, 2018.

Filed with the Clerk on September 25, 2018.

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


CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

FORMER KEYS DIESEL PLANT STABILIZATION &
REDEVELOPMENT RFP#001-19
December 5, 2018

Presented by:
Key West Art & Historical Society, Inc.
281 Front Street
Key West, FL 33040



DIESEL PLANT





City of Key West
c/o Office of the City Clerk
1300 White Street
Key West, FL 33040

Dear review committee members,

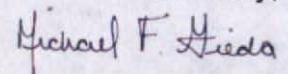
On behalf of the Key West Art & Historical Society, thank you for the opportunity to respond to RFP#001-19 Former Keys Diesel Plant Stabilization & Redevelopment. The historical significance of the diesel plant and its potential use cannot be understated. The buildings, as they stand today, are a disservice to this community's history and needs.

Developing abandoned and historic buildings for alternative uses is common practice in Key West and on a global scale. Projects such as these create a greater sense of civic pride, historical understanding, community engagement and sense of place. Society staff carefully considered the provenance of the buildings and the equipment housed inside while reimagining how the spaces could serve new functions, providing greater benefit to the community.

As such, the Society intends to adapt the Key West Diesel Plant into a multi-use cultural facility. Included is an interactive museum, a restaurant and microbrewery, and a multi-use space.

Included in this proposal is the Society's experience in stabilization and redevelopment projects, references, business plan and detailed description of the proposed use. The Society's goal is to create an educational, multi-use facility that engages the community and visiting public while preserving the past.

Sincerely,



Michael F. Gieda
Executive Director

Key West Art & Historical Society, Inc.
Your Museums. Your Community. It takes an Island.

Experience in Funding and Successfully Managing Redevelopment Projects

The Key West Art & Historical Society (the "Society"), founded in 1949, is one of the oldest cultural not-for-profits in the Florida Keys. During the last sixty-nine years, the Society has been dedicated to its mission of preserving the culture of the Florida Keys through exhibiting and displaying regional art, architecture and history for the purpose of educating the community and visiting public. The Society has a successful record of accomplishment in funding and managing the rehabilitation and re-adaptive use of three of its four museums – Fort East Martello, Key West Lighthouse and Keeper's Quarters and the Custom House.

The Society currently has a lease or management contract for two county-owned properties, Fort East Martello and the Lighthouse and Keeper's Quarters, and the state-owned Custom House. The Society has actively worked with Monroe County and the State of Florida for over sixty-eight years, effectively establishing three of the most significant and beloved museums in the Florida Keys.

Early in the Society's existence, the organization raised funds through the local community and volunteers in order to adapt the **Fort East Martello** into the Florida Keys' first museum and gallery. In recent years, the Society assisted Monroe County Public Works, through the Tourist Development Council's Bricks and Mortar Grant in securing grant funding for major improvements to the Fort. These include, but are not limited to, roof repairs, masonry work, HVAC and mechanical upgrades, invasive pest control and water mitigation. The combined costs of these projects exceeds \$2.8 million.



Figure 1 Fort East Martello Pre Redevelopment; date unknown.



Figure 2 Fort East Martello Post Redevelopment; circa early 1950s.

Similarly, the Society has worked in conjunction with Monroe County Public Works to determine capital improvements and secure the necessary grant funding for the preservation of the **Key West Lighthouse and Keeper's Quarters**. This includes, but is not limited to, repairing or replacing weather damaged wood throughout all of the structures on the property, extensive metal and steel repairs to the Lighthouse's spiral staircase and upper observation platforms and repairs to the perimeter walls and fences.

The combined costs of these projects exceeds \$1.2 million. Future projects, which were awarded funds through the Tourist Development Council's Bricks and Mortar Grant, include repairing the Keeper's Quarters' brick foundation pilings, upgrading the museum store HVAC system and further improvements to the perimeter walls, fences and irrigation system.

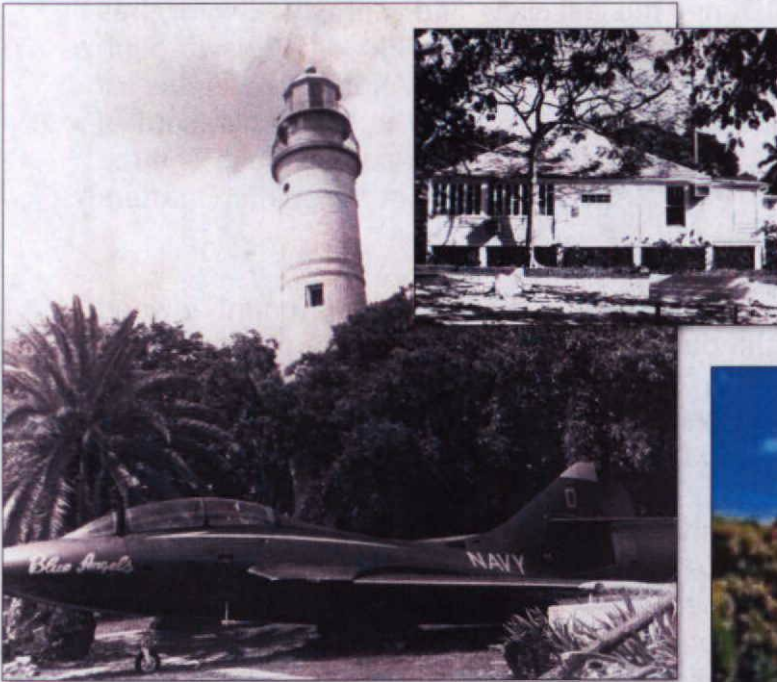


Figure 1 Key West Lighthouse & Keeper's Quarters (upper right) as a Military Museum, pre redevelopment; circa 1970s.

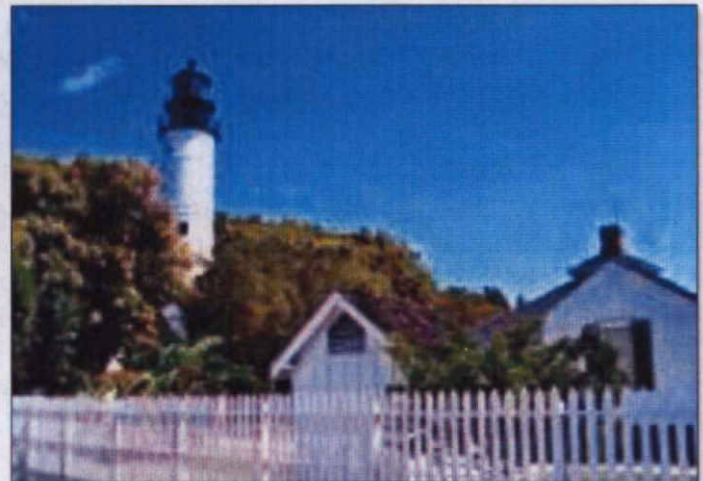


Figure 2 Key West Lighthouse and Keeper's Quarters post redevelopment; circa 2010

The Society is the sole entity responsible for funding and managing all capital improvements to the **Custom House**. The historic Custom House opened in 1891 and housed the region's Post Office, Customs Office, U.S. District Courts and other federal offices. Notably, the courts heard the legal proceedings surrounding the 1898 sinking of the U.S.S. *Maine* in the Port of Havana. In the 1930s, the Navy moved their administrative offices into the Custom House, enclosing much of the four-sided historic first floor porch, altering the second floor with additions and dramatically altering and obscuring unique features of the building's original Richardsonian Romanesque architectural design.

In 1971, the Custom House was placed on the National Register of Historic Places, and the Navy offices were relocated and the building was abandoned. For close to twenty years, the building stood vacant, slowly succumbing to the hostile marine environment and decay. In the late 1980s, the Society signed a long-term lease for the property after its ownership transferred to the State of Florida.

At that time, the Society hired Bender & Associate Architects, P.A. to design and oversee the initial renovation efforts. Funding for the initial restoration came from a variety of sources. These included, but were not limited to, individual donations, private foundations, business loans, Tourist Development Council Bricks and Mortar Grants, State of Florida Department of Historical Resources Special Category Grants and available federal grants.

Key to securing the funds was establishing strong community support. Building on decades-old backing, focused on the area's artistic legacy and historic significance, the Society launched a public, multi-year capital campaign. Combined with extensive grant writing efforts, the Society acquired close to \$9 million over nine years in order to complete the project.

After extensive research and planning, new architectural plans incorporated much of the building's original design, but adapted it to allow for use as a modern museum. The rehabilitation resulted in the transformation of the derelict and severely altered building into an award-winning museum complete with security systems, climate controls and modern amenities to allow for regular public access.

The restoration included removing the porch enclosures, office expansions on the second floor, interior walls, installing climate control systems, elevators and other improvements to make the building ADA compliant. With much of the 1930s-1970s alterations removed, the team restored the building back to its original 1891 appearance. This required sourcing historically appropriate materials and highly trained artisans, masons, plasters, woodworkers and more. Once completed, the building opened in 1999 as the Key West's Museum of Art and History.

As with any restoration project, a significant amount of work remained to ensure the building's preservation for future generations. In September 2013, the Society hired Bender & Associate Architects, P.A. to complete a full assessment of the Custom House. The assessment covered the exterior masonry and mechanical, electrical and plumbing systems and more. Included in the document were priority recommendations and an estimated fee schedule for the completion of all necessary work.



Figure 3 Custom House Predevelopment, circa 1990s



Figure 4 Custom House during demolition and redevelopment, circa 1990s



Figure 5 Custom House during construction and redevelopment, circa 1990s

Since 2013, the Society completed the restoration of the building's twenty-seven second floor windows and transoms, upgrades to its electrical, plumbing and fire systems, expansive site work mitigating basement flooding, significant repairs to the roof, and major repairs to the exterior masonry, porch arches and terra cotta tiles.

Through ongoing efforts to cultivate a strong membership and donor base and a sound operating income of nearly \$2.2 million the Society raised enough matching funds to secure all grant funding required to complete over \$1.1 million in capital improvements to the Custom House since 2013.

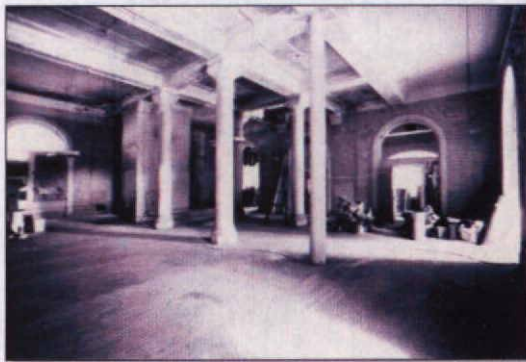


Figure 8 Custom House interior, Bryan Gallery, during Redevelopment, circa 1990s

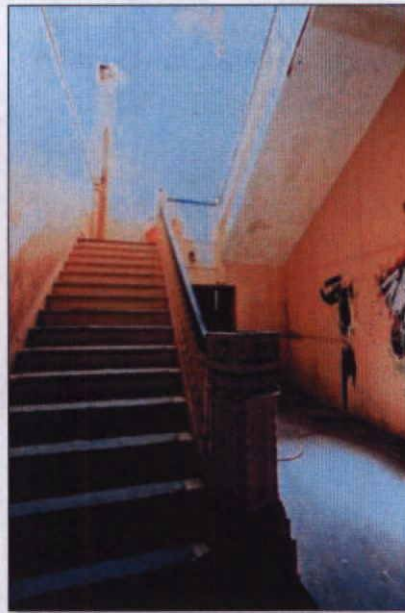


Figure 9 Custom House, interior, Grand Staircase, Pre Redevelopment, circa 1990s

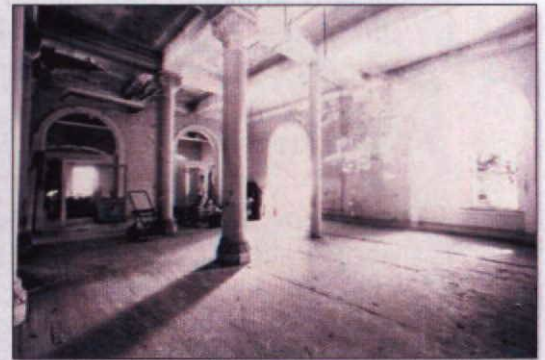


Figure 6 Custom House interior, Bryan Gallery, during Redevelopment, circa 1990s

Experience with Historic Structure Stabilization & Redevelopment

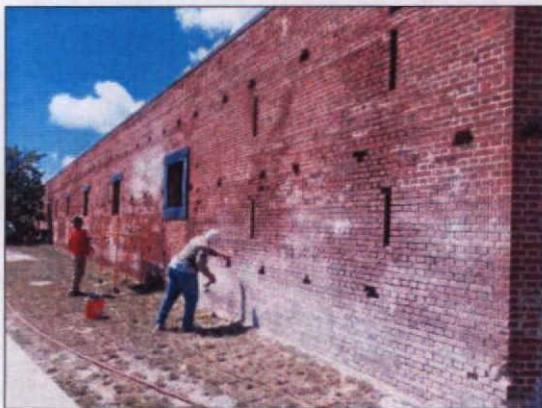


Figure 7 Fort East Martello Masonry Project, 2018

The Society's first successful example of historic structure stabilization and re-adaptive use was the **Fort East Martello**, which is individually listed in the National Register of Historic Places and recognized locally as a contributing resource in the Key West Historic Structures Survey. The Civil War-era fort never saw active combat, but played an important role in the region's maritime and military history. The Society acquired the lease for the derelict property in September 1950. Monroe County and the U.S. Navy granted permission to the Society to restore

and operate Fort East Martello as a museum. After extensive renovations and fabrication of a roof, the Fort East Martello Museum formally opened to the public on February 4, 1951.

Additional changes to Fort East Martello were also essential in order to display exhibitions. Workers enclosed all of the open casemate arches to protect the exhibitions, climate controls installed, and a security system added to protect the artifacts and artwork.

In recent years, the Society worked in tandem with Monroe County Public Works to continue preservation efforts to the property. This includes, but is not limited to, upgrades to the HVAC systems, extensive ADA upgrades, masonry and roof repairs, water mitigation and pest control.

Over the next 2-3 years, the property will receive extensive improvements to deal with flooding and water mitigation. Additionally, the long-term plan is to continue converting storage spaces into publicly accessible exhibition spaces. This will require the Society to work with the county to build a new structure on the grounds to house classrooms and storage areas.

The Society's second successful example of historic structure stabilization and redevelopment as adaptive use was the **Key West Lighthouse and Keeper's Quarters**, which is listed as a contributing resource of the Key West historic district. The Lighthouse began operation in 1848 and played an integral role in the area's maritime history. In

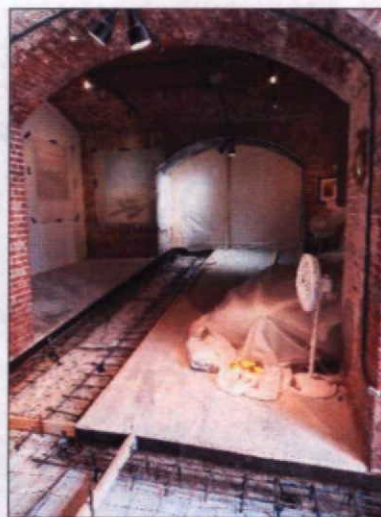


Figure 8 Fort East Martello ADA ramp being installed, circa 2016



Figure 13 Lighthouse tower's spiral staircase being prepped for paint, circa 2016

1966, the Society took over operation of the Keeper's Quarters, converting the structure into a military museum. The Coast Guard eventually decommissioned the Key West Lighthouse in 1969, and the Society continued to operate the property as a museum and attraction, allowing the public to access and climb the tower.

Working in conjunction with Monroe County and Bender & Associate Architects, P.A., the Lighthouse & Keeper's Quarters underwent a three-year restoration process in the 1980s.



Figure 14 Lighthouse tower's chimney and vent being replaced; circa 2016

The Society converted the military museum to a museum dedicated to the history of Florida Keys lighthouses, maritime history and the lives of the keepers. The restored clapboard bungalow that housed the lighthouse keepers and their families resembled its early 1890s appearance complete with historic furniture, artifacts, and photographs of the culture and history of early Key West. Included in the restoration were modern security systems, lighting and climate controls.



Figure 9 New staircase, landing and ADA lift being installed at the Keeper's Quarters

updated HVAC system. Additionally, funding and plans are in place to update all exhibitions in the Keeper's Quarters.

Today, preservation work continues. Over the last five years the property received extensive repairs, including replacing weather-damaged wood on the exterior of the Keeper's Quarters, considerable repairs to the Lighthouse's steel and metal internal spiral staircase and observation platforms, and extensive painting to all structures on the property. Repairs were made to the surrounding perimeter wooden fence and cement walls. Over the next two years the foundations of the Keeper's Quarter will be repaired, the museum store will receive a new ticketing booth and an

The Society's third and most notable example of historic structure stabilization and redevelopment to a re-adaptive use is the **Custom House**, which is a contributing structure in Key West historic district and on the National Register of Historic Places. The historic Custom House opened in 1891 and housed the region's Post Office, Customs Office, U.S. District Courts and other federal offices. Notably, the courts heard the legal proceedings surrounding the 1898 sinking of the U.S.S. *Maine* in the Port of Havana. In the 1930s, the Navy moved their administrative offices into the Custom House and altered much of the exterior elevations of the unique building by enclosing much of the four sided first floor porch, obscuring much of the second floor elevations with new office space

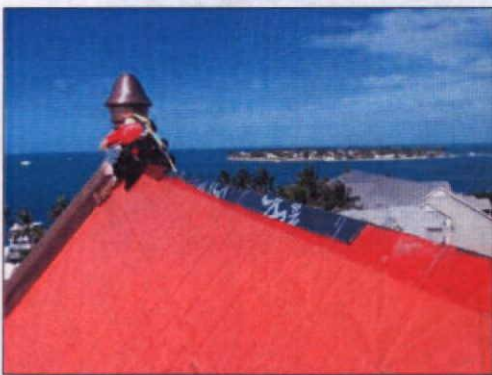


Figure 10 Custom House roof repair, circa 2016



Figure 12 Custom House second floor window restoration project, circa 2014



Figure 11 Custom House acorn finials being replaced; circa 2016

additions, all of which adversely impacted the building's Richardsonian Romanesque architectural design and prompted the decay of the historic masonry.

At that time, the Society hired Bender & Associate Architects, P.A. to design and oversee the initial renovation efforts. Funding for the initial restoration came from a variety of funding sources. These included, but were not limited to, individual donations, private foundations, business loans, Tourist Development Council Bricks and Mortar grants, State of Florida Department of Historical Resources Special Category Grants and available federal grants.



Figure 13 Custom House masonry project; circa 2018

After extensive research and planning, new architectural plans incorporated much of the building's original design plans, but adapted to allow for use as a modern museum. The restoration resulted in the transformation of the derelict and severely altered building into an award-winning museum complete with security systems, climate controls and modern amenities to allow for regular public access.

The restoration included removing the porch enclosures, removal of office expansions on the second floor, interior walls, installing climate control systems, elevators and other improvements to make the building ADA compliant. With much of the detrimental alterations removed, the team restored the building back to its original 1891 appearance. This required sourcing historically-appropriate materials and highly trained artisans, masons, plasters, woodworkers and more. After nine years and close to \$9 million, the building opened in 1999 as the island's museum of art and history.

As with any restoration project, there was still a significant amount of work required to ensure the building's preservation for future generations. In September 2013, the Society hired Bender & Associate Architects, P.A. to complete a full assessment of the Custom House. The assessment covered the exterior masonry and mechanical, electrical and plumbing systems and more. Included in the document were priority recommendations and an estimated fee schedule for the completion of all necessary work.

Since 2013, the Society completed the restoration of the building's twenty-seven second floor windows and transoms, upgrades to its electrical, plumbing and fire systems, expansive site work



Figure 14 Custom House masonry project; circa 2018

mitigating basement flooding, significant repairs to the roof, and major repairs to the exterior masonry, porch arches and terra cotta tiles.

Within the next one to two years, the Society will begin upgrading the building's aging mechanical system. This work began after Hurricane Irma when the all eight of the system's compressors were either replaced, repaired or upgraded. The mechanical upgrades will continue over the next three to five years.

Project Team

Administration

- Michael F. Gieda, Executive Director
- Joni Eichman, Bookkeeper
- Cori Convertito Ph.D., Curator
 - o Jennifer McCrory, Curatorial Assistant
 - o Dylan Kibler, Registrar
- Kristina Callaway, Director of Education
- Kim Livingston, Membership Coordinator
- Dani Holliday, Event Coordinator

Development

- TBD, Development Director
- Monica Haskell, Grant Writer

Museum Stores

- Daniel Ayers-Price, Director of Retail Operations
- Lynn Clark, Assistant Director of Retail Operations
 - o Alan Buckner, Museum Staff
 - o Christina Slone, Museum Staff
 - o Sharona Setlock, Museum Staff
 - o Edie Hambright, Museum Staff
 - o Mary McEllister, Museum Staff
 - o Sara Vita, Museum Staff

Maintenance

- Ernest Menendez, Head of Maintenance
 - o James Harris, Maintenance Staff

- Dominic Marable, Maintenance Staff
- Maria Tellez, Maintenance Staff

Board of Directors

- Shirrel Rhoades, President
- Enid Torregrosa, First Vice President
- Carl Grooms, Second Vice President
- Jay Hall, Treasurer
- Sam Kaufman, Secretary
- Todd Feit, Director
- Ben Harrison, Director
- Anne Layton Rice, Director
- Michael Shields, Director
- Sharon Wells, Director
- John Paul Castro, Director
- Jim Hendrick, Director
- Brewster Chamberlin, Director

Community Partners

- Ed Smith, Conch 5 Studios and the Key West High School

Architects

- Bender & Associates Architects, P.A.
Bender & Associates Architects, P.A. is a full service architectural firm with broad experience in multiple project types with a specialized focus in historic preservation and restoration.

Bert Bender established his firm in Flagstaff, Arizona in 1975 and ten years later, moved his practice to Key West, Florida. Bert's internship with visionary architect Paolo Soleri in 1971/72 infused the firm's philosophy of environmentally sensitive and ecologically responsible design. Historic preservation is the natural expansion of this philosophy: sustainability through protection of our existing buildings and historic resources. Over the ensuing years, the firm evolved to become recognized as experts in historic preservation; but the firm's original philosophy of environmentally sensitive and ecologically responsible design was maintained as the guiding principal for the firm's work.

Bender & Associates, Architects have worked on numerous State of Florida and municipal owned historic properties, and have received numerous awards for our work in historic preservation. It is the firm's desire to produce historically appropriate, environmentally sound, creative, economical, and aesthetically pleasing projects. It is the firm's

responsibility to ensure that the design responds to the demands of appropriate preservation practices, the climate, the environment, and the need to conserve energy. Our concern for the natural and historic built environment, as well as our desire for energy conscious architecture, cannot be overemphasized.

We have a reputation for being meticulous in our demands for quality work and protection of historic fabric on our historic restoration projects. Our drawings and specifications are thoroughly detailed to ensure this, including pre-qualification of major subcontractors. Selection of a general contractor includes evaluation of qualifications with an emphasis on past performance on similar projects. Intrusive methods, elements, or damage to historic fabric is unacceptable and our documents and contractor selection process ensure the desired results.

Every project undertaken by Bender & Associates receives the same attention to exacting detail as our nationally known award winning preservation projects.

- K2M Design

- o K2M Design is a high-growth, Architecture, Engineering, and Interior Design firm with a multi-discipline Facility Assessment division. As a Key West based company, K2M will support the project with its local presence and has the depth of support in their local and regional offices. K2Mrs are united by an entrepreneurial spirit that is the passion behind their design services. Empowering individual leadership defines the strengths of K2M's teams. The People of K2M Design are their most valuable resource, and the Projects designed are the result of K2M's passion and creativity.*

K2M's team of MEP Engineers lead the way in providing creative solutions to the demanding design criterion of today's complex architectural structures. As a consulting engineer, K2M will be a collaborative teammate with extensive design experience in a wide variety of building types, MEP systems and components. K2M's established tenure in the Keys provides them with excellent partnerships and specialists that know Keys building requirements and how to effectively get work done in the Keys. Whether it's design, detailing, permitting, or construction administration, K2M is highly effective at moving small to large scale projects to fruition.

K2M's innovative team has a proven record of functional and sustainable solutions that achieve true returns on their client's investment in their building systems. With three offices throughout the Keys, K2M's team is

always within reach, but the strength is in their scale, with K2M engineers available to service all 50 states.

Contractor

- DL Porter Constructors, Inc.

Business Plan & Financial Capacity

Executive Summary

The Key West Art & Historical Society (the "Society"), founded in 1949, is one of the oldest cultural not-for-profits of the Florida Keys. The Society's mission is to preserve the culture of the Florida Keys through exhibiting and displaying regional art, architecture and history for the purpose of educating the community and visiting public. The Society operates four museums - Fort East Martello Museum, Key West Lighthouse and Keeper's Quarters, the Tennessee Williams Museum and the Custom House Museum. The Society intends to stabilize and rehabilitate the historic Key West Diesel Plant into the D.I.E.S.E.L. Plant, a multi-use cultural facility that includes an interactive museum, microbrewery and restaurant and mixed-use space.

Phase 1: Lease, Zoning Review, Preliminary Stabilization and Historic Structures Report

- Timeline: 1-2 years

Phase 2: Finalize Design and Budget, Develop Architectural Plans and Scope of Work, and Create Project Phases

- Timeline: 6 months-1 year

Phase 3: Secure Final Funding, Buildout of Interactive Museum, Microbrewery and Restaurant and Multi-Use Space

- Timeline 8-10 years

Objectives

Phase 1: Lease, Zoning Review, Preliminary Stabilization and Historic Structures Report

Upon acceptance of this proposal, the first step would be to negotiate and execute the 20-year lease for the property. Included in that process would be the approval of the conditional uses for the property as outlined in this proposal.

Upon approval of the conditional uses and lease, the Society would begin preliminary stabilization efforts, which includes replacing the roof, covering all exterior openings, stopping water intrusion and further deterioration. The Society will commit some of its unrestricted operating funds towards this aspect of the project, depending on the overall costs, but would also actively seek grant funding from the Tourist Development Council's Brick and Mortar Grant and the State of Florida's Department of Historical Resources Special Category Grant. The Society would also actively seek major contributions from private donors, private foundations, corporations and local businesses.

The Society will create and fill a new Development Director position, whose primary duty will be to orchestrate a capital campaign to secure long term funding for the project.

The Society would also fund and execute a historic structures report for the property, which will aid in future fundraising and grants.

Timeframe: 1-2 years

Phase 2: Finalize Design and Budget, Develop Architectural Plans and Scope of Work, and Create Project phases. The proposed use of the facility is as follows:

Building 1: Interactive Museum

The three level museum will include learning stations on each floor focused on the industrial history of the Key West and the Florida Keys. The foundation for the museum will be STEAM (Science, Technology, Engineering, Art and Mathematics) with a Keys focus. The symbiotic relationship between the islands' cultural, economic and industrial histories would be reflected in the learning stations and exhibit displays. Special emphasis will be placed on the symbiotic relationship between these industries and community histories.

On the second floor of the museum, the existing openings between Building 1 and Building 2 would be used to connect all the buildings via an exhibition 'catwalk'. The catwalk will allow the museum to expand its footprint through Buildings 2-4. The displays and learning stations along the catwalk would focus on the historic equipment throughout the buildings and the history of the building itself.

Building 2: Restaurant and Microbrewery

To accommodate the generator located on the Fort Street side of the building, it would be relocated to the exterior of the building, and placed on Fort Street. The generator would be conserved and prepared for exterior display. This would allow the museum to have an exterior exhibition and help promote the entire facility to the public.

The cement and steel platforms in the center of the building would be removed, however all control panels and salvageable equipment would be utilized for exhibition purposes in the museum. The rear generator would remain in place. The precise location for the microbrewery, kitchen, bar and seating is yet to be determined.

While the restaurant and microbrewery would function independently, it would be an accessory component of the museum in that the cuisine would infuse local history and ingredients.

Building 3A-B: Multipurpose Space

The section of the building over Fort Street would be demolished, but the foundation slab would remain intact. We envision an extension of Fort Street to Angela Street as a pedestrian connector. The roof of the remaining building would be slightly raised to accommodate a mezzanine on the Building 2 side of the property. The mezzanine would

be connected to other buildings via the catwalk, but other entrance points would be created on the ground floor.

The intended use of Building 3 is for a multi-use space for the Society's youth and adult education programs, theatrical and musical performances, community use and rentals. As such, the interior design would have an open space with stage, sound, lighting and seating.

During normal museum operating hours, the space will function as a visual, projection gallery space as described below.

Building 4: Interactive Museum

Given the substantial size of the equipment located in the building, the primary function of this building will connect to the museum. The second level catwalk connecting the buildings would bridge the museum side of the facility to this building.

The first floor of the building would grant public access around the equipment.

Building 5: Kitchens & Restrooms

Building 5 would ultimately be demolished, but in its place would be a new building that would house a kitchen for the restaurant and additional bathrooms.

Fort Street: Public Throughway, Café Seating and Exterior Displays

With part of Building 3 removed, the public would have access to Fort Street, thus adding an access point from Bahama Village to Truman Waterfront Park.

The generator placed in the pedestrian walkway would serve to promote the facility, but also as an exterior display. The restaurant would have casual café seating and Building 2's primary entrance would be on Fort Street.

The entrance to the museum would be on Fort Street.

Miscellaneous

The alley between the buildings and the substation would be the service entrance for the museum and restaurant.

As access is paramount to the Society's mission, all buildings and their designs would follow guidelines for the Americans with Disabilities Act.

All designs would follow all necessary historic preservation standards and comply with city, county and state rules and regulations.

Timeframe: Begins shortly after lease is awarded and grant funding is secured for stabilization; 6 months-1 year

Phase 3: Secure final funding, buildout of interactive museum, microbrewery and restaurant and multi-use space

With initial stabilization complete and architectural plans finalized, the primary focus will be to secure the funding necessary to complete the project. Funding sources will include, but are not limited to, private donors, private foundations, corporations, businesses, business loans, and local, state and federal grants.

Special effort would be made to pair the fundraising efforts with corporations and business germane to the building's history, equipment and Key West. Examples of these types of funders would be Keys Energy Services, Anheuser-Busch, Nordberg, General Electric, Carnival Cruises, etc.

Partnerships will be important to finalizing and completing the project. The Society will seek museum and not-for-profit partners for all aspects of the project.

Timeframe: 8 years

Hours of Operation

The interactive museum will operate 364 days a year from 9:30 a.m.-4:30 p.m. Once open, admission rates will be \$15 for adults, \$5 for children and free admission for all Monroe County students. Discounted group rates would ensure the museum is affordable to the local community and visiting public. Admission prices would increase every 3-5 years.

The restaurant and microbrewery would be open from 10:00 a.m. -10:00 p.m. Number of seats, menu, pricing, et cetera are yet to be determined.

The multi-use space's hours of operations will vary based on programming and rental schedules. Programs would not run past 10:00 p.m. Rental pricing is yet to be determined, but discounts or no charge would apply to community groups and non-profits.

Partnerships

The Society intends to explore not-for-profit and private partnerships on all aspects of the project.

Target Audience

The D.I.E.S.E.L. Plant's target audience will be diverse. The interactive museum would attract young and adult learners, as it will be family-friendly. It will have a direct appeal to school groups and the local community. Additionally, it will be a major draw for the visiting public.

The target audience for the microbrewery and restaurant would be both the local community and visiting public.

The target audience for the mixed-use space would be young and adult learners depending on the program or rental. While it will have a draw from the visiting public depending on the program, the local community will predominantly utilize the space.

Marketing Plan

The Society has a unified approach to promoting and marketing its museums and programming to both the local community and visiting public. Promotion of the D.I.E.S.E.L. Plant would follow the organization's already well-established practices.

Efforts will be made to promote the D.I.E.S.E.L. Plant throughout South Florida, but the primary target audience for marketing will be the local community and tourists already in the county or on the island.

Public Relations:

The Society contracts with a professional public relations team to write and distribute press communications, event listings and photographs with cutlines. Communications are distributed to local, state and national media outlets. Releases are often picked up by the Associated Press, which garners national and international attention.

Throughout the stabilization and rehabilitation of the D.I.E.S.E.L. Plant, communications will be distributed highlighting the project and major milestones. This would allow for top of mind awareness to be maintained locally and within the state.

Print advertising:

The Society promotes its museums, exhibitions and programs locally and throughout South Florida. Six to nine months prior to opening of the D.I.E.S.E.L. Plant print ads would be placed in major and cultural publications throughout South Florida. This includes, but is not limited to *Florida Weekly*, *The Key West Citizen*, *Paradise*, *Miami Herald*, *Palm Beach Post* and more.

Online:

Six to nine months prior to opening of the D.I.E.S.E.L. Plant digital ads would be placed in major and cultural outlets throughout South Florida. This includes, but is not limited to *Florida Weekly*, *Miami Herald*, *Palm Beach Post* and more.

Website:

The Society's website (www.kwahs.org) is the easiest way in which the organization promotes its museums and offerings. With over 100,000 site visitors a year, the Society will create additional pages on its website promoting the D.I.E.S.E.L. Plant. Given the magnitude of the project, special consideration will be given to creating a standalone website that links to the already existing website.

Social Media:

Staff currently manage content and marketing across the Society's social media platforms, Facebook, Twitter and Instagram, which together have over 35,000 followers.

Exhibitions, special events, programs, the museums and the permanent collection are all prominently featured in posts promoting the organization's activities.

Radio:

Three months prior to the opening of the D.I.E.S.E.L. Plant, spots will run on local radio stations like Pirate Radio, US1, Wail 99 and more.

General Marketing:

Three months prior to the opening of the D.I.E.S.E.L. Plant banners will be hung around Key West to promote the museum, trolley wraps placed on the back of two Historic Tours of America trolleys and posters/fliers distributed throughout Key West to promote the grand opening.

Ads will be placed in various tourist maps like Chamber of Commerce, Business Guild, Attractions Association, Historic Tours of America, Historic Marker Walking Tour and more.

Once open, special admission discount vouchers will be distributed to concierges and placed in various publications targeting tourists.

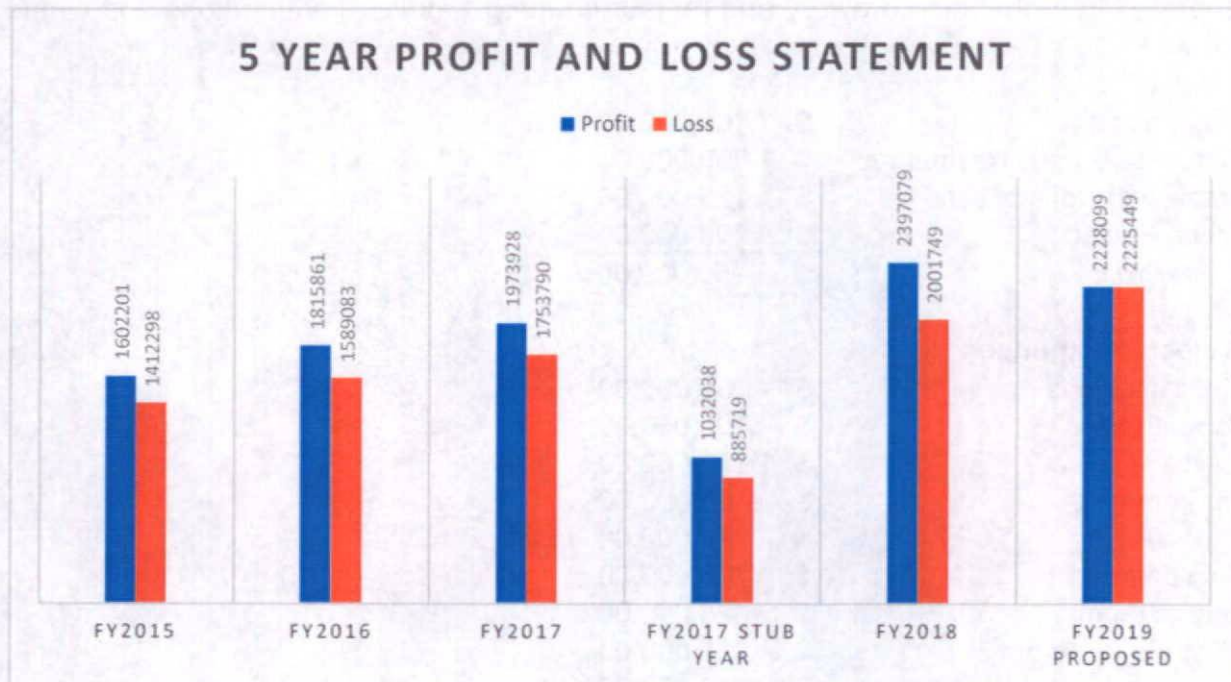
Cross promotion through the Society's four other museums will greatly assist in generating traffic to the D.I.E.S.E.L. Plant. Special combination tickets will be offered at all of the museums and will also be available online and through Trusted Tours of America.

The Society will produce brochures and rack cards featuring the D.I.E.S.E.L. Plant, which will be distributed throughout Monroe County.

Additionally, the Society will work closely with Newman P.R., the Tourist Development Council and other entities to ensure the museums and the Florida Keys as a whole are well promoted. To that end, the Society has received coverage on Comcast, Travel Channel, Discovery Channel and more.

Financial Capacity

The Society will utilize its operating funds and raise any additional monies to weatherize the property, depending on overall costs, to ensure further deterioration does not occur. This includes, but is not limited to, replacing the roof and covering all exterior openings. The Society's monies will be used to secure additional grant funds to cover the costs of preliminary stabilization. Once the proposal is accepted and lease executed, the Society will begin major fundraising efforts to secure all necessary funding. The magnitude of the project cannot be understated. As such, the Society will tackle the project in a phased approach spanning 8-10 years.



The Society's operation is financially sound, which is demonstrated by the above graph. It is understood that to complete the project, as described in this proposal, additional major funding is required. As such, the Society will hire a full-time Development Director to oversee the multi-year capital campaign, which will include major grant writing efforts.

The Society's current record of accomplishment for managing historic preservation and capital improvements projects is a testament to its ability to fund and execute the proposed project. While the Society's historic preservation projects include the Lighthouse and Keeper's Quarters and the Fort East Martello, the organization is charged with raising all capital improvement funds for the Custom House Museum. Funding sources include foundations, individuals, corporations, business sponsors, and local, state and federal granting agencies.

Income for the D.I.E.S.E.L. Plant will include admissions, museum store sales, revenues generated from the microbrewery and restaurant, programming contributions and venue rentals.

Programming	\$ 100,000.00					
Microbrewery and Restaurant	\$ 1,000,000.00					
Grants and Contributions	\$ 125,000.00					
Venue Rental	\$ 100,000.00					
Gross Profit	\$ 2,150,000.00					
Projected Expenses						
Costs of Goods	\$ 90,000.00					
Marketing	\$ 100,000.00					
Payroll	\$ 1,170,000.00					
Programming	\$ 85,000.00					
Utilities	\$ 75,000.00					
Maintenance	\$ 75,000.00					
General Admin	\$ 25,000.00					
Office Expense	\$ 25,000.00					
IT	\$ 20,000.00					
Security	\$ 15,000.00					
Insurance	\$ 20,000.00					
Total Expenses	\$ 1,700,000.00					
Net Profit	\$ 450,000.00					

**There are additional revenue streams and expenses that would be associated with the D.I.E.S.E.L. Plant that are not included above. This is due to the nature of the revenue and expense being applicable to the larger organizational operation. For example, income and expense associated with membership applies to the operation as a whole, not specifically to one museum. As such, these figures have purposefully been omitted.*

Example Projects and References

Example Projects

Example 1:

Fort East Martello Museum

3501 S. Roosevelt Blvd.

Key West, FL 33040

305-296-3913

- Roof Repairs 2013-2014
 - o Major sections of the Fort's roof were repaired or replaced
 - o Project cost: \$434,840.00
- Brick and Mortar 2013
 - o The project focused on the citadel where missing bricks were replaced and the mortar repointed
 - o Project cost: \$196,800.00
- ADA Improvements 2016
 - o All entry and pathways were made ADA compliant and a new lift was installed in the museum store
 - o Project cost: \$294,664.50
- Brick and Mortar 2018
 - o Major repairs were made on all exterior masonry, missing bricks were replaced and mortar repointed
 - o Project cost: \$494,848.97
- Drainage and Parking Phase 1 2018-2019
 - o Storm drains are being installed in the parking lot, new curbed parking spaces installed, the entire parking lot and side roads are being resurfaced, and ground swells installed
 - o Project cost: \$400,000.00
 - o Deadline for completion: 9/30/2019
- Roof Repairs 2019
 - o The remaining areas of the roof will be repaired or replaced
 - o Project cost: \$989,648.00
 - o Deadline for completion: 9/30/2019
- Drainage and Parking Phase 2
 - o Drainage and ground swells will be installed in the rear field, landscaping improved, and new lighting, fencing, electrical and irrigation systems installed,
 - o Project cost: \$590,000.00
 - o Deadline for completion: 9/30/2019

Example 2:

Key West Lighthouse and Keeper's Quarters Museum

938 Whitehead Street

Key West, FL 33040

305-294-0012

- Major Lighthouse and Keeper's Quarters renovation 2016
 - o All metal and steel in the Lighthouse tower was cleaned, patched, replaced and painted, a new chimney cap installed on the tower, the entire lighthouse tower was cleaned and painted, all rotted or damaged wood was replaced and new gutters and down spouts installed on the Keeper's Quarters. Additionally, the Keeper's Quarters was cleaned and painted
 - o Project cost: \$807,200.91
- Ticket counter
 - o A new ticketing and entry point was installed at the Museum Store
 - o Project cost: \$61,639.42
- Keeper's Quarters' Foundations
 - o The foundations under the Keeper's Quarters will be repaired
 - o Project cost: \$81,500.00
 - o Deadline for completion: 9/30/2019
- Museum Store Air Conditioning
 - o The air conditioning system for the Museum Store will be upgraded
 - o Project cost: \$20,000.00
 - o Deadline for completion: 9/30/2019
- Outbuilding, Fence, Irrigation and Masterplan
 - o Repairs and upgrades will be made to the outbuilding, irrigation system and perimeter fences on the property. A masterplan will be created for long term growth
 - o Project cost: \$110,000.00
 - o Deadline for completion: 9/30/2019

Example 3:

Custom House Museum

281 Front Street

Key West, FL 33040

305-295-6616

- Stabilization, Rehabilitation and Adaptive Reuse, 1990-1999
 - o Project included major restoration and adaptive reuse of the Custom House
 - o Project cost: \$9 million
- Second Floor Window Restoration, 2013
 - o All twenty-seven double hung windows and transoms were removed from the building, restored with glass being reinforced with hurricane and ultra-violet protective film and reinstalled
 - o Project cost: \$237,000.00
- Fire Safety, Electrical and Plumbing Upgrades and Repairs, 2014

- Major systems were repaired or replaced, the electrical and lighting system was upgraded
- Project cost: \$140,000.00
- Roof Repairs, 2016
 - Major sections of the roof shingles, valley flashings, ridge cap and acorn finials were replaced in addition to a new roof hatch installed
 - Project cost: \$360,000.00
- Masonry Repairs 2018
 - Major sections of the exterior brickwork were repointed and reconstructed. Most of these areas were not completed during the initial restoration. In addition, two of the building's front columns were patched and capitals replaced and hand carved. Matching terra cotta tiles were custom made and installed in areas where they were needed
 - Project cost: \$375,000.00
- Mechanical Repairs Phase 1 2019
 - The three air handler units above the archives will be repaired and replaced as part of a multi-year project to upgrade the entire building's mechanical systems
 - Project cost: \$125,000.00
 - Deadline for completion: 9/30/2019

Example 4:

Tennessee Williams Museum
 513 Truman Avenue
 Key West, FL 33040
 305-204-4527

- After five years of successful operation, museum founder Dennis Beaver, in coordination with the Tennessee Williams Key West Exhibit Board of Directors, merged with the Society. Since December 2017, the Society began operating the museum under its existing operation.

References

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305-296-1347

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305-296-1347

Cary Knight
Director Public/Management Monroe County Public Works & Engineering Department
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Department of State
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850-245-6338

Diane Schmidt
Former Chair, Current Board Member of the Tourist Development Council's District
Advisory Council 1
Diane.schmidt@margaritavillekeywestresort.com
305-292-4350

CARLOS CURBELO
26TH DISTRICT, FLORIDA

WAYS AND MEANS
COMMITTEE

WEB PAGE:
www.curbelo.house.gov

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House of Representatives
Washington, DC 20515-0926

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12851 SW 42ND STREET
SUITE 131
MIAMI, FL 33175
(305) 222-0160

1100 SIMONTON STREET
SUITE 1-213
KEY WEST, FL 33040
(305) 292-4485

November 1, 2018

City Clerk
City of Key West
1300 White Street
Key West, FL 33040

To Whom It May Concern,

I write to bring to your attention the Key West Art & Historical Society's proposal to stabilize and redevelop the former Keys Energy Services (KEYS) Diesel Plant with connected buildings located at 101 Geraldine Street, 709 Fort Street and 100 Angela Street.

It has long been the practice, on a global scale, for cultural institutions, such as museums, to occupy buildings formerly utilized for alternative purposes. Developing these vacant spaces often means rehabilitating the forgotten premises, bringing it up to modern occupation standards, and reinterpreting the space to reflect the history and culture of the local community. Several criteria need to be considered for the transformation of a heritage building into a museum: integrity of history, original structure and materials, new space and new function, display and interpretation, visitor interpretation and community usage. Based on these criteria, the Key West Art & Historical Society informs me that they intend to regenerate the Key West Diesel Plant into a multidisciplinary museum concentrated on local art and history, which also pays homage to the industrial nature of the diesel plant and surrounding neighborhood.

The Society informs that, if granted, in this museum, adults and children will learn and engage with Key West's history as a wrecking center and larger maritime themes, its contributions to the salt manufacturing industry in the 1800s, its dominance of the sponge harvesting industry, the economic and community enrichments precipitated by the cigar manufacturing boom, and the commercial fishing and turtling success. Unlike similar science and industry museums, this museum will integrate public and social histories to reflect the strong local community, thereby giving Florida Keys residents a feeling of ownership and pride in the new facility. Additionally, the plant will have all-purpose spaces that can be used by members of the community, non-profit groups, and Monroe and Dade county school groups.

I request your full and fair consideration of the Key West Art & Historical Society's proposal. Museums serve as important links between our past, present, and future. In a community with as rich a history as the Florida Keys, such facilities are invaluable resources.

Sincerely,



Carlos Curbelo



Florida House of Representatives

Representative Holly Raschein

District 120

District Office:
99198 Overseas Highway
Suite 10
Key Largo, FL 33037-2437
(305) 453-1202
(305) 453-1204 (fax)

Tallahassee Office:
209 House Office Building
402 South Monroe Street
Tallahassee, FL 32399
(850) 717-5120

Email: Holly.Raschein@myfloridahouse.gov

October 29, 2018

Key West Art & Historical Society
281 Front Street
Key West, FL 33040

To whom it may concern:

I would like to express my support for the Key West Art & Historical Society's (KWAHS) application for funds to regenerate the Key West Diesel Plant in to a multidisciplinary museum concentrated on local art and history. Since its inception in 1949, the Key West Art & Historical Society has played a vital role in preserving the cultural heritage of the Florida Keys. As the stewards of three national landmarks, their museum properties include the Custom House Museum, the Lighthouse & Keeper's Quarters Museum and Fort East Martello Museum and these funds would allow the Society to continue their important work of transforming a heritage building into a publically accessible museum space.

This new museum, tentatively titled the D.I.E.S.E.L Plant (Development, Industry, Engineering, Science, Experience and Learning), will allow adults and children to learn and engage with Key West's history as a wrecking center and larger maritime themes, its contributions to the salt manufacturing industry in the 1800's, and the dominance of the sponge harvesting industry, the economic and community enrichments precipitated by the cigar manufacturing boom, and the commercial fishing and turtling success.

I urge your favorable consideration of this application and support for the Key West Art & Historical Society. Please feel free to contact me should you need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Holly Raschein".

Holly Raschein, State Representative, District 120

Committees: Natural Resources & Public Lands Subcommittee (Chair), Appropriations Committee, Government Accountability Committee, Agriculture & Natural Resources Appropriations Subcommittee, Agriculture & Property Rights Subcommittee, Tourism & Gaming Control Subcommittee

December 1, 2018



Ms. Cheri Smith, City Clerk
Key West City Hall
1300 White Street
Key West, FL 33040

RE: DIESEL PLANT REFERENCE

Dear Cheri,

I am writing now to give you my heartfelt endorsement for the Key West Art & Historical Society, and in particular for, Michael Gieda.

I have worked with Michael on several phases of work at the Key West Custom House, the East Martello Civil War Fort, the Key West Lighthouse and Historic Home. In each case, Michael has shown himself to be exquisite as a renovator. He understands the direction that projects want to take. He enjoys the nuance for what makes each project unique.

There is no question in my mind that the KWA&HS is the best choice for the DIESEL Plant project. Michael understands the requirements of the project. He also knows what the costs will be.

I wholeheartedly endorse the Key West Art & Historical Society for this work.

Please call if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Bender", with a long horizontal line extending to the right.

Bert L. Bender, Architect
Bender & Associates Architects, P.A.

BLB/arl

410 Angela Street
Key West, Florida 33040
Telephone (305) 296-1347
blbender@bellsouth.net
Florida License AAC002022
www.BenderArchitects.com



9-29-2018

Dear Grant Administrators,

Executive Director
Bruce Neff

BOARD OF DIRECTORS

Board President
Patricia Madiado

Board Vice President
Esther Tupino

Board Treasurer
Paul Mills

Board Secretary
Don Craig

LEGAL COUNSEL

Mitchell J. Cook, P.A.
Albert Kelley, P.A.

BOARD ADVISORS

History Consultant
Tom Hambricht

Internet Consultant
Jim DeKeyrel

ADDRESS

Historic Key West
1310 Petronia Street
Key West, Florida
33040-7235

TELEPHONE

305-294-9009
305-393-9777

EMAIL & WEBSITE

KWHistoricMarker@aol.com
HistoricKeyWest.org
kwhist.org

I am the Executive Director of Historic Markers, Incorporated. I feel that the application you are considering can best be accomplished by the Key West Art And History Society. They have a long history in repurposing and rehabilitating historic buildings in Key West.

Their resume' includes repurposing an abandoned Courthouse. They raised 9 million dollars and over a decade of substantial work brought the Richardsonian Romanesque building back to life. Today it operates as the Custom House Museum.

Another example is their restoration and continued management of the Key West Light House. Built in 1848, it has been the beacon of Key West and is a prime example of using historic structures to educate the public about the Florida Keys history and heritage. Today it operates as the Key West Lighthouse Museum.

A third and equally important rehabilitation and stewardship success is the Civil War Era Fort East Martello Tower Museum.

All three are part of Key West Art And Historical Society's museum collection. I strongly recommend that you support them in their quest to save another historically significant building.

Bruce Neff
Executive Director
Historic Markers, Incorporated

Proposal Determined to be in Best Interest of the City



Overview

It has long been the practice, on a global scale, for cultural institutions, such as museums, to occupy buildings formerly utilized for alternative purposes. Developing these vacant spaces often means rehabilitating and reimagining the forgotten premises, bringing it up to modern occupation standards, and reinterpreting the space to reflect the history and culture of the local community. Several criteria need to be considered for the transformation of a heritage building into a museum: integrity of history, original structure and materials, new space and new function, display and interpretation, visitor interpretation and community usage.

Based on these criteria, the Society intends to adapt the Key West Diesel Plant into a multi-use cultural facility serving Key West and the Florida Keys. Included in the complex is a multidisciplinary, interactive museum concentrated on local industries. The Society envisages the complex to engage young and adult learners, the local community and visiting public through interactive displays examining the Key West's extensive and varied industrial past, tangible and intangible.

The facility will also include a restaurant and microbrewery, which will be an accessory use to the museum. The restaurant and microbrewery's cuisine will draw from local history and ingredients while the space will include historic objects, replicas, exhibit displays and equipment relating to the building's history. This type of use follows current trends in rehabilitation and adaptive reuse of historic buildings.

Additionally, a multi-use space will be housed within the building complex. The space will host the Society's diverse programs and will function as a rental and gathering area, specifically for Bahama Village and the larger community. During normal museum operating hours, it will function as a visual projection gallery.

The proposed uses are a perfect complement to the Truman Waterfront Park, Eco Discovery Center, Key West's Historic District and Fort Zachary Taylor State Park. Once completed, the D.I.E.S.E.L. Plant will be a major draw to the area and create additional offerings for visitors to the area. Additionally, the proposed uses are fitting with existing HARC recommendations and BV CRA Vision Plan.



INTERACTIVE MUSEUM

The mission specific to this new museum, tentatively titled the D.I.E.S.E.L. Plant (Discovery, Industry, Engineering, Science, Experience and Learning) will encompass several learning standards incorporated into

many science and industry museums worldwide. In this museum young and adult learners will interact with Key West's history through learning stations and exhibitions focused on the wrecking industry and larger maritime themes, the salt manufacturing industry in the 1800s, sponge industry, the cigar manufacturing boom, commercial fishing, turtling, Florida East Coast Railway's Key West Extension, energy production and the impact of the military.

The D.I.E.S.E.L. Plant will integrate public and social histories to reflect the diverse local community, thereby giving Florida Keys residents a feeling of ownership, a sense of place and pride in the new facility. Interwoven in the narratives associated with each learning station will be the socioeconomic history associated with the specific learning station subject matter. This will allow for the museum to accurately convey the connection between Key West's industrial, social and economic past. This will include the connection of Bahamian and Cuban cultures to the development of Key West and the Florida Keys.

The museum will operate 364 days a year with admissions beginning at 9:30 a.m. and running through 4:30 p.m. Free or discounted rates would ensure the museum is affordable to the local community, schools and visiting public.

Annual attendance to the museum, upon completion, would average 90,000-100,000. Programs and special events would generate an additional 30,000 attendees annually. This estimate based on current attendance trends at the Society's four museums.

Admission across the Society's current four museums is 150,000, excluding all special events, programs and exhibit openings.

Attendance for special events, programs and exhibit openings averages 21,000 annually. Through the Society's children's program and outreach, impact numbers average over 11,000 annually:

0-5 years old: 1,165

5-13 years old: 6,692

14-18 years old: 3,295



CAFE & BREWERY RESTAURANT

Like most established museums, the D.I.E.S.E.L. Plant would include a restaurant. Unlike most other museums, the D.I.E.S.E.L. Plant restaurant would include

a microbrewery. This type of use is in line with current trends in the craft beer industry, but are also significant in adaptive reuses of historic and abandoned buildings. Adaptive reuse of this type not only preserves historic structures, but it also creates a nuanced connection to the building and area's past. Additionally, it creates a greater sense of place, pride and community ownership when historic buildings are converted into multi-use, publicly accessible facilities. With the rise of craft breweries over the last 20-30 years, many have converted a variety of old buildings like churches, factories, fire stations or energy plants into fully functioning microbreweries, proving a second life to formally abandoned buildings.

The homebrewed, homegrown aspect of this part of the D.I.E.S.E.L. Plant cannot be understated. With the microbrewery creating Key West-specific craft beer and serving higher quality, Florida Keys-specific cuisine the restaurant and microbrewery will be a major draw for locals and the visiting public, but more importantly, it will infuse and present the culture of the Florida Keys in a historic setting, thus creating an educational dining experience.

The Society aims to collaborate with a local restaurateur and bar operator on this part of the operation. As the aim of the D.I.E.S.E.L. Plant is to serve and benefit the community, the Society believes local participation is essential. This will insure the operation maintains the uniqueness of the Florida Keys and Key West.

While the microbrewery and restaurant will function in tandem with the museum to offer guests necessary food and beverage service, it will function somewhat independently. This means that the microbrewery and restaurant's operating hours will exceed the operating hours of the museum, but will comply with any city, county or state regulations or code. The benefit of this will be that the full service and impact of the facility will increase.



GALLERY & MIXED-USE SPACE

classes, performances, rentals and meetings. The space will serve as the epicenter for the Society's youth and adult programming, and will provide a congregating point for school and group tours. All programs hosted by the Society will support its mission of preserving the cultural heritage of the Florida Keys. Examples of the Society's programs can be found on the Society's website (www.kwahs.org) or programming brochure.

In addition to the interactive museum and the restaurant and microbrewery, the D.I.E.S.E.L. Plant will also have multi-use space for programming, workshops,

Programs will include, but will not be limited to, lectures and presentations, educational workshops, film screenings, and small-scale musical or theatrical performances. Additionally, the space will support the larger community, specifically Bahama Village and other not-for-profits. Discounted rates or no charges would apply to Bahama Village community groups and not-for-profits to ensure the space is widely utilized and is beneficial to the community.

While the multi-use space will host programs and rentals, it will also serve as a visual exhibition space during normal museum operating hours. The Society has an existing partnership with educator Ed Smith and Conch 5 Studios at the Key West High School. Each year the students design projections for the widely popular Custom House Holiday Concert and Bazaar. In return, the Society sponsors these students when they attend national visual arts and media conferences.

In furthering this partnership, the multi-use space will be fully equipped with state-of-the-art projectors and sound equipment. Students from the high school will create projections and images that will be played on loops within the space. The projections could range from marine and environmental animations to space projections to animations of Mario Sanchez carvings. Through combining visuals and sounds, the visitor will be immerse themselves in the projections.

Similar installations are well known around the world. Recently, the L'Atelier des Lumières in Paris, France opened a provocative visual installation in a rehabilitated foundry that was part of larger industrial building. The preserved, historic elements tied into the overall design of the gallery space and complimented the visual display.

Through the partnership with Conch 5 Studios, students will be able have their artwork displayed in a museum in addition to building their portfolio, which will aid in college applications. The Society would continue its sponsorship of students attending the aforementioned national conferences.

Conclusion

It is in the best interest of the City of Key West to make the former Key West Diesel Plant available to the Key West Art & Historical Society for adaptive reuse. City property should be managed for the greatest overall benefit to the community at large, and not for any special interest group. The interactive museum will honor the past while moving into the future with Discovery, Industry, Engineering, Science, Experience and Learning.

The learning stations will be curated to include the industrial history of the site, but perhaps more importantly, to reflect the "One Human Family" that is Key West, an island proud of its history of tolerance and diversity. Its residents have included ship's carpenters and boat builders; Jewish merchants and cigar factory owners; Cuban cigar makers; Chinese laundry owners; noted writers like Ernest Hemingway, Elizabeth Bishop and Tennessee Williams; Bahamian spongers, wreckers, and fishermen; and a strong Navy presence. Its traditions like Junkanoo, the Welters Coronet Funeral Band, and Fantasy Fest will be included and honored.

Multi-media narratives will accompany the artifacts and documents at each learning station. Upon completion, each local child, teenager or adult who visits will be able to find something that connects his or her present day life to the past while providing inspiration for propulsion into the future.

The animated projections of environmental and artistic treasures like underwater reef scenes and Mario Sanchez's woodcarvings in the multi-purpose space will bring cutting-edge gallery innovations and interpretations to the historic structure.

The removal of one of the buildings currently on the site will open access to Fort Street. This will benefit the Bahama Village neighborhood and provide residents with better access to Truman Waterfront Park. The rehabilitation of the remaining buildings will greatly increase safety and security in the area, as well as creating a more attractive visual landscape. Most importantly, by the renovation of the historic Diesel Plant, we are preserving and taking social responsibility of protecting an endangered resource with a significant past in our history and bringing it back, with a new use, to be enjoyed by future generations and us.

Although the proposed interactive museum complex will draw on local lore, legends and history, it will be a draw for visitors as well, benefiting the overall economy by increasing the \$2.7 billion now spent by tourists to Key West and the Florida Keys. 71% of visitors surveyed in the 2017 TDC Visitor Profile Study said they visited a museum or historic area. Promotion of the new D.I.E.S.E.L. Plant (as described previously) will ensure that visitors will find it high on their lists of things to see and do while on vacation. The location could not be better, as it is convenient to other popular tourist attractions like the USCGS *Ingham*, Fort Zachary Taylor, and the Eco Discovery Center. (Although the new Truman Waterfront Park has not yet become a tourist destination, more and more visitors are finding it. By the time the D.I.E.S.E.L. Plant is completed, it will likely be nearly as popular

as Fort Zachary Taylor.) Visitors to all these destinations will appreciate and utilize the restaurant and microbrewery.

Although Key West has several excellent small museums focusing on the past, the multi-faceted D.I.E.S.E.L. Plant project will utilize modern museum best practices and technology not currently available in the Keys. Rooted in the past, it will increase present-day connections, and be a bold new adventure in learning and entertainment for future visitors and residents alike. It is truly in the best interests of all concerned.

Your Museums. Your Community. It takes an Island.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

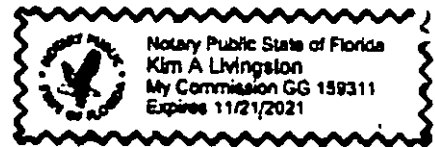
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Michael P. Hiedel

Sworn and subscribed before me this

19 day of November, 2018.

[Signature]
NOTARY PUBLIC, State of Florida at Large



My Commission Expires: November 2021

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

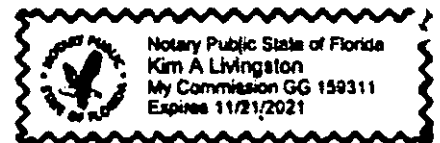
By: Michael F. Hilde

Sworn and subscribed before me this

19 day of November, 2018.

[Signature]
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: November 2021



**SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. 001-19 for _____
2. This sworn statement is submitted by KEY WEST ART AND HISTORICAL SOCIETY
(Name of entity submitting sworn statement)
whose business address is 281 FRONT STREET, KEY WEST, FL 33040
_____ and (if applicable) its Federal
Employer Identification Number (FEIN) is 59-0640461 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)
3. My name is MICHAEL F. GUEDA and my relationship to
(Please print name of individual signing)
the entity named above is EXECUTIVE DIRECTOR.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter

into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies)

☐ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Michael F Gieda
(Signature)
MICHAEL F GIEDA

STATE OF Florida (Date)

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

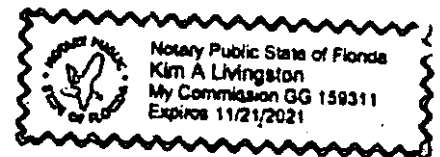
Michael Gieda
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the

space provided above on this 19 day of November, 2018.

My commission expires: 11/21/2021
NOTARY PUBLIC

[Signature]



INDEMNIFICATION

To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its Sub-consultants or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONSULTANT's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONSULTANT or of any third party to whom CONSULTANT may subcontract a part or all the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: KEY WEST ART + HISTORICAL Society SEAL:

281 FRONT ST. KEY WEST, FL 33040
Address

Michael F. Gueda
Signature

MICHAEL F. GUEDA
Print Name

EXECUTIVE DIRECTOR
Title

11/18/18
Date

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
) SS
COUNTY OF Munroe)

I, the undersigned hereby duly sworn, depose and say that the firm of
~~KEY WEST ART + ARCHITECTURE~~ ^{SECRET} provides benefits to domestic partners of its employees on the same
basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

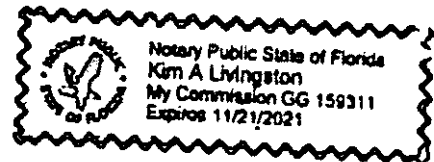
By: Michael D. Yule

Sworn and subscribed before me this

19 day of November, 2018.

[Signature]
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11/21/2021



City Ordinance Sec. 2-799
Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(a) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
 - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
 - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
 - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
 - (8) **Equal benefits** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.

- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
 - (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
 - (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
 - (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for evading the requirements of this section.
 - (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
 - (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
 - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
 - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
 - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
 - (2) The city may terminate the covered contract; or
 - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
 - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
 - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."
- (e) Exceptions and waivers.
- The provisions of this section shall not apply where:
- (1) The contractor does not provide benefits to employees' spouses.
 - (2) The contractor is a religious organization, association, society or any non-profit charitable or

educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.

- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, the acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
 - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
 - a. The covered contract is necessary to respond to an emergency.
 - b. Where only one bid response is received.
 - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Monroe)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Key West Art & Historical Society have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

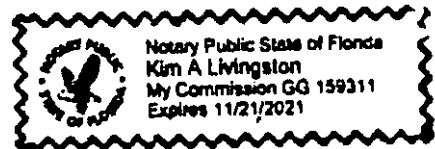
Marianne F. Hinkle
(signature)
11-19-18
(date)

Sworn and subscribed before me this

19 Day of November, 2018.

K. Livingston
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11.21.2021



City Ordinance Sec. 2-773. - Cone of silence.

- (a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
 - (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
 - (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
 - (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
 - (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
 - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
 - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
 - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
 - (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
 - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
 - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
 - (3) Oral communications at duly noticed pre-bid conferences;
 - (4) Oral presentations before publically noticed evaluation and/or selection committees;
 - (5) Contract discussions during any duly noticed public meeting;
 - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
 - (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or

(8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;

(d) *Procedure.*

- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
- (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) *Violations/penalties and procedures.*

- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
- (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

(Ord. No 13-11, § 1, 6-18-2013)