

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 16, 2011

Division: Public Works & Engineering

Bulk Item: Yes x No

Department: Public Works

Staff Contact Person/Phone #: Wilson (453-8797)

AGENDA ITEM WORDING: Approval of a contract for the loan of a sculpture by Mr. Dennis Beebe and display of said sculpture at Higgs Beach for a period of one year.

ITEM BACKGROUND: Mr. Beebe approached the County with the offer to loan the work for display at Higgs Beach. He has sought and received letters of support from the Florida Keys Council of the Arts, the Friends of Higgs Beach, and the Owner of the Salute restaurant.

PREVIOUS RELEVANT BOCC ACTION: None.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Staff has prepared a draft of a standard policy / procedure for handling this type of offer. This agreement is generally consistent with the staff's recommendations and staff recommends approval.

TOTAL COST: NONE **INDIRECT COST:** **BUDGETED:** Yes No N/A: X

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: NONE **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty *[Signature]* OMB/Purchasing *[Signature]* Risk Management

DOCUMENTATION: Included X Not Required

DISPOSITION: **AGENDA ITEM #**

Request for Insurance Waiver

MONROE COUNTY, FLORIDA

Request For Waiver
of
Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements be waived or modified on the following contract.

Contractor: Dennis Beebe _____

Contract for: Wind Chime on Higgs Beach _____

Address of Contractor: 925 Truman Ave. _____

Key West, FL 33040 _____

Phone: 305-394-7883 _____

Scope of Work: Installation of sculpture consisting of three blocks of concrete, six 1 inch x ten feet long rebar, one five foot long x 18 inch diameter metal cylinder, with bronze applique, to be installed next to Salute restaurant.

Reason for Waiver: the Owner / Artist is not in a position to pay for the insurance requested

Policies Waiver will apply to: Wind Chime (industrial strength) by Dennis Beebe _____

Signature of Contractor: D. Beebe 11/1/11

Approved: [Signature] Not Approved: _____

Risk Management: _____

Date: 11-2-11

County Administrator appeal: Approved: _____ Not Approved: _____

Date: _____

Board of County Commissioners appeal: Approved: _____ Not Approved: _____

Meeting Date: _____

Contract

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Dennis Beebe Contract # _____
 Effective Date: Nov. 16, 2011
 Expiration Date: Nov. 15, 2012

Contract Purpose/Description: Loan of a sculpture by Mr. Beebe for display at Higgs Beach

Contract Manager: Kevin Wilson 8797 Public Works/Engineering #26
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on November 16, 2011 Agenda Deadline: November 1, 2011

CONTRACT COSTS

Total Dollar Value of Contract: \$ -0- Current Year Portion: \$
 Budgeted? Yes No Account Code: _____
 Grant: \$
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr. For: _____
 (Not included in dollar value above) (e.g., maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>11-3-2011</u>
Risk Management	<u>11-2-11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11-2-11</u>
O.M.B./Purchasing	<u>11-2-11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11-2-11</u>
County Attorney	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11/1/11</u>

Comments: _____

Artist Loan Agreement

This agreement entered into this 16th day of November, 2011 by and between Dennis Beebe (The Owner), whose address is 925 Truman Ave., Key West, FL 33040 and the Monroe County Board of County Commissioners (The Client), whose address is 1100 Simonton St., Key West, FL, 33040.

WHEREAS, the Artist has created a sculpture entitled “Wind Chime (industrial strength)”; and

WHEREAS, the Client is the owner of Higgs Beach, Key West, Fla.; and

WHEREAS, since this date, the Artist and the Client have agreed to display the sculpture next to the Salute Restaurant and the parties desire to continue this arrangement into the future.

NOW, THEREFORE The Client and The Owner agree as follows;

Section 1. Rights, Duties and Responsibilities of The Artist

1.01 The Three-dimensional Work of art (the Artwork) is described as follow;

A galvanize steel cylinder with bronze appliqué, sculpture titled “Wind Chime (industrial strength)”, consisting of tetrahedron shaped steel frame and a suspended cylindrical wind chime, inside the triangle base.

1.02 The Owner warrants, represents and covenants that:

- a. The Artwork is a unique and original product of the Artists’ creative efforts.
- b. The Artwork is free and clear of any claims.

1.03 The Owner has exclusive rights to the Artwork, including but not limited to retention of the copyright of the artwork, reproduction rights and all other reproduction rights in and to the artwork, subject, however to such rights that are granted to the Client in Section 2.01 of this agreement.

1.04 In the event the Sculpture is needed by the Owner during the exhibition period, the Owner reserves the right to retrieve the Sculpture for its use, without obligation to replace it. In the event the Owner retrieves the Sculpture, Owner shall be responsible for the shipping arrangements and the associated costs.

1.05 The Owner shall be responsible for any loss or damage of the Artwork.

1.06 The Owner will maintain General Liability Insurance - Coverage shall be maintained throughout the life of the contract and include, as a minimum: Premises Operations, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability and Expanded Definition of Property Damage.

The minimum limits acceptable shall be: \$300,000 Combined Single Limit (CSL). If split limits are provided, the minimum limits acceptable shall be: \$ 100,000 per Person, \$ 300,000 per Occurrence, \$50,000 Property Damage.

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following termination of this agreement.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured".

1.07 The owner shall bear all responsibility, including all associated costs, for shipping and installing the artwork. Upon termination of this agreement, Owner shall bear all responsibility, including all associated costs, for removing and/or shipping of the artwork. Owner shall ensure that the Artwork is removed by termination date of this agreement. If the Artwork is not removed by the termination date, the County may remove the Artwork and recover the costs of removal from the Owner.

Section 2. Rights, Duties and Responsibilities of The Client.

2.01 It is understood that Dennis Beebe is the copyright owner of the Work and shall retain copyright ownership of the Work, including the exclusive right to complete the limited edition. The Client agrees to never contest the copyright of the Owner and/or its successor(s), heir(s), and/or assign(s) in the Work. It is understood that any photographic or other image, including any derivative, (collectively referred to as "Image(s)") of the Work may not be used for any commercial purpose without prior written consent of the Owner. If the Client desires to use an Image, a request must be submitted in writing to the Owner for approval. All approved images and use of the Sculpture must show the following credit line:

"Wind Chime (industrial strength)" by Dennis Beebe © 2011 (hereinafter referred to as "Credit Line").

The Owner's consent is not required for non-commercial, two-dimensional (such as photograph) uses of any Image. All non-commercial use by the Client must include the Credit Line.

2.02 The Client shall credit the artwork as the product of Dennis Beebe and on loan from the and with copyright held by the Owner.

2.03 The Client will not undertake nor permit any intentional destruction, damage, or modification to the sculpture. Any damage to the Sculpture shall be reported in writing to the Owner. The Owner shall be the only authorized party to restore the Sculpture.

Section 3, Compensation.

3.01 The Client shall pay no fee of any kind, whether for rental, preparation, handling, shipping, packing, re-packing, installing, removing, storing or reproduction rights, or any other purpose, to the Owner, but shall provide the Owner with a display venue at Higgs Beach as consideration under this Agreement.

Section 4. Term of Agreement

4.01 The Term of this Agreement is a one (1) year period beginning on November 16, 2011, and ending on November 15, 2012, at the conclusion of which, the Client shall return the sculpture to the Owner in the same appearance and condition as when received, unless the agreement is extended by written agreement executed by both parties. By signing below, the Parties explicitly agree that the rules set forth in section 265.565, Florida Statutes, dealing with circumstances under which works of art shall be treated as unclaimed property, do not apply.

Section 5. Termination of Agreement

5.01 This Agreement may be terminated prior to the expiration of the term of the Agreement by either party, but if the Owner is the terminating party, the Owner shall give to the Client sixty (60) days' prior written notice during which time the Owner shall retrieve the artwork from the Client. The Client likewise shall give no less than sixty (60) days' written notice informing the Owner of the termination of the agreement and the Owner shall be responsible for retrieving the Artwork.

5.02 Termination shall also occur should the sculpture at any time be removed from the display site without the Client's prior written consent.

Section 6. Right of Entry. At all time during the regular hours of Higgs Beach, the Owner or his designated representative shall have the right to enter Higgs Beach for the purpose of inspecting the artwork.

Section 7. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely within the State. Venue for any legal action which may arise out of or under this Agreement shall be in Monroe County, Florida.

Section 8. Dispute Resolution. The parties agree that if a dispute arises between them related this Agreement, neither shall be required to enter into any arbitration proceeding.

a. Disputes Regarding Interpretation. The Parties agree that, in the event of a dispute between them regarding interpretation of the Agreement, the Parties shall attempt to resolve the dispute by means of a meet and confer session between

representatives of Client and Owner. If the issue or issues are not resolved to the satisfaction of both Parties within thirty (30) days after the meet and confer session, then either party shall have the right to terminate the Agreement upon ten (10) business days' notice in writing to the other party.

b. **Legal or Administrative Proceedings.** In the event any administrative or legal proceeding is instituted against either Client or Owner relating to the formation, execution, performance, or breach of this Agreement, both parties agree to participate, to the extent required by the other, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement. Institution of any administrative or legal proceeding shall constitute immediate termination of this Agreement and Client shall return the sculpture in the same manner as specified in paragraph 2, above. Client agrees to forward copies of all documents in its possession related to the matter which is the subject of this Agreement to Owner at the time of filing any administrative or legal proceeding.

c. **Attorneys' Fees and Costs.** In the event any administrative proceeding or cause of action is initiated or defended by Client or Owner relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees, and court costs as an award against the non-prevailing party. Mediation proceedings initiated and conducted pursuant to this Agreement or as may be required by a court of competent jurisdiction shall be conducted in accordance with the Florida Rules of Civil Procedure and the usual and customary procedures required by the circuit court of Monroe County and shall take place in Monroe County.

Section 9. Entire Agreement. The entire agreement between Client and Owner with respect to the subject matter hereof is contained in this Agreement. This Agreement supersedes all prior oral and written proposals and communications between Client and Owner related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors and assigns.

Section 10. Florida Government-In-The-Sunshine Law. The Owner agrees that, unless specifically exempted or accepted by Florida law, the provisions of Chapter 120, Florida Statutes, generally require full and public discussion of matters to be voted upon by the Board of County Commissioners.

Section 11. Florida Public Records Law. Owner agrees that, unless specifically exempted or accepted by Florida law or Rules and Regulations of The Florida Bar, the provisions of Chapter 119, Florida Statutes, generally require public access to all records and documents which may be made or received under this Agreement.

Section 12. No Assignments. Neither party shall assign or subcontract its obligations under this Agreement, except in writing and with the prior written approval of the other party, which approval shall be subject to such conditions and provisions as

the required signor may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this Agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon either party.

Section 13. Severability. If any term, covenant, condition or provision of this Agreement shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provision of this Agreement would prevent the accomplishment of the original intent of this Agreement. Client and Owner agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Section 14. Captions. The captions set forth herein are for convenience of reference only and shall not define, modify, or limit any of the terms hereof.

Section 15. Monroe County Ethics Provisions. Owner warrants that no person has been employed, retained or otherwise had act on its behalf any former Monroe County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision client may, at its discretion, terminate this Agreement without liability and may also, at its discretion, deduct from the sums owed under the Agreement, or otherwise recover, the full amount of any fee, commission, percentage, gift or consideration paid to the former or present County officer or employee. County employees and officers are required to comply with the standards of conduct delineated in section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts, doing business with one's agency, unauthorized compensation, and misuse of public position, conflicting employment or contractual relationship, and disclosure of certain information.

Section 16. Public Entity Crime Statement. Florida law provides that any person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months form the date of being placed on the convicted vendor list. Artist warrants that neither Artist nor any authorized agent has been named to the convicted vendor list.

Section 17. Anti-Kickback. Owner warrants that no person has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of Client has any interest, financially or otherwise, in this Agreement, except as expressly stated herein. For breach or violation of this warranty, Client shall have the right to annul this Agreement without liability or, in its discretion, to deduct any sums to be paid by Client under this Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

Section 18. Modifications and Amendments. This Agreement may not be modified in any way without the express, written consent of both parties. Any and all modifications and Amendments of the terms of this Agreement shall be in writing and executed by the Board of County Commissioners for Monroe County and by Owner in the same manner as this Agreement.

Section 19. Non-Discrimination. Owner and Client agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Artist and Client agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352), which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or finance of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 1201), as maybe amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 13, Article VI, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

Section 20. Authority. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary action by each respective party. The Client, by executing this Agreement warrants that the agreement has been approved by the Board of County Commissioners of Monroe County, Florida. The Client's performance and obligations under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

Section 21. No Personal Liability. No covenant or obligation contained in this Agreement shall be deemed to be a covenant or obligation of any member, officer, agent or employee of the Board of County Commissioners of Monroe County in his or her individual capacity and no member, officer, agent or employee of the Board of County Commissioners of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 22. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and Client and Artist may execute this Agreement by signing any such counterpart.

Section 23. Notice Requirement. Any notices required or permitted to be sent under this Agreement shall be in writing and shall be hand delivered or sent via certified mail, return receipt requested, to the following addresses:

For Client: County Administrator
Monroe County
1100 Simonton Street
Key West, FL 33040

With a copy to:

County Attorney
Monroe County
P.O. Box 1026
Key West, FL 33040

For Owner: Dennis Beebe
925 Truman Ave.
Key West, FL 33040

With a copy to:

Gallery to be determined.

Section 24. GOVERNMENTAL IMMUNITY: The Owner agrees to be fully responsible for its own negligent acts or omissions, or intentional tortious acts, which result in claims or suits against either the Owner or the Client.

The Client, as a political sub-division of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious acts, which result in claims or suits against either the Owner or the Client, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

Nothing herein is intended to serve as a waiver of sovereign immunity by Client nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

IN WITNESS THEREOF, each party has caused this agreement to be executed on the date first indicated above.

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By: _____
Mayor/Chairman

By: D. Beebe
Dennis Beebe,
Owner/Artist

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 1st day of November, 2011, by Dennis Beebe, who is personally known to me or has produced _____ as identification.



Karen Shotwell
Notary Public
State of Florida at Large
My Commission Expires: 4/24/2015

Date
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Pedro J. Mercado
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 11/1/11

Artist's Proposal

October 3, 2011

Michael Behemke Director
Friends of Higgs Beach
Key West, Fl

Proposal for siting a sculpture at Higgs Beach, Key West, FL

Artist: Dennis Beebe
Address: 925 Truman Ave Key West, FL 33040
Tele/Cell: 305-394-7883
Email: dennisbeebe@gmail.com
Webpage: <http://latatude24.tripod.com>

Resident of Monroe County since 1982

Artist Statement

I am an architect/artist working and residing in Key West for 28 years. I have been producing art for the past 41 years, some of which has been sold and other pieces given as gifts. My artwork media has been in oil, metal, and ceramic.

I have made a sculpture from found objects, in Key West, and applied brazing to the surface of a galvanized water tank. Please see further description of the piece below.

The leasee of the Salute Restaurant on Higgs Beach has asked that I place my recent creation next to his restaurant. Since he does not lease that portion of the public land, I am applying to the Council for placing my sculpture on the beach next to the restaurant. Please see attached site plan for location of siting of the sculpture. The site is out of the way of pedestrians and the sculpture is maintenance free and cannot be damaged by persons desiring such an act.

My resume is attached below.

See close up photos which are included below in the photo section of this proposal.

Description of sculpture:

Name: Wind Chime (Industrial Strength)
Dimensions: Approximately 12' tall x 10' triangle base
Material: Found metal object, brazing & concrete
Description: The sculpture is made from a vintage water tank made of 1/4" galvanized steel with riveted joints.
The surface has a female figure brazed (bronze welding) onto front and rear of the tank.
The support structure is a tetrahedron made from custom made bronzed feet, concrete base and 1" reinforcing steel.

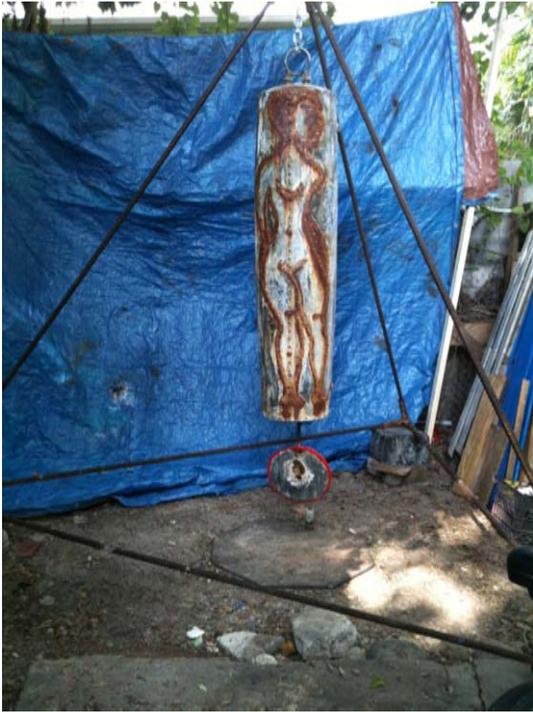
The piece was designed to chime in the sense of a wind chime when the winds are strong enough to move the metal wind catch at the bottom of the tank. This piece could be installed on land or shallow water.

Site of Proposed Sculpture



 sculpture site

Photos of Proposed Sculpture
Front View



Rear View



Front Face



Rear Face



Front Torso



Rear Back



Front Feet



Rear Feet



Concrete Base



Artist's Resumé

DENNIS A. BEEBE • ARCHITECT

925 Truman Avenue
Key West, Florida 33040
Tele. 305-296-8885
E.Mail dennis@solariadesign.com
Web page <http://dbeebe.tripod.com>

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National Council of Architectural
Registration Boards, #32983
Florida, #10,806
Massachusetts, #5907

PRIVATE PRACTICE

SENIOR PARTNER, PRINCIPAL ARCHITECT, VICE PRESIDENT
SOLARIA Design & Consulting Co, Key West, Florida 2009-Present

Manage all aspects of Architecture in Solaria Design & Consulting Co.
Established design & production department of new firm and manage growing staff.

- Pennekamp Lane, Key Largo, FL- Design of 13 homes off grid.
\$6.5 million , scheduled for completion 2012
- Lake View Garden, Key Largo, FL- Design of 132 Units of affordable housing
\$20 million , scheduled for completion 2010
- Five Hutchinson Lane, Key West, FL- Renovation /Additon to existing residence in the Historic District. Project to include Solar P.V. system, Solar Hot water, Cistern, Black/Gray Water system, Vacuum Toilet \$450,000 , scheduled for completion 2010

PRESIDENT, PRINCIPAL ARCHITECT
Dennis A. Beebe • Architect, P.A., Key West, Florida 1984-2009

Provide planning, architecture, interior design, and feasibility studies for commercial, residential, governmental, institutional, and recreational projects throughout the sub-tropic Florida Keys and other Caribbean locations. The firm has enjoyed significant professional success, winning awards for design and satisfying clients with quality service.

Some recent achievements are:

- **Harry S Truman Little White House Museum** - Creation of a living museum from an abandoned Navy building, used by Truman circa 1945, \$1.7 million 1990.
- **Cuban Club Reconstruction** - Design of two new mixed-use buildings which won awards of excellence for new construction within a historic district. \$1.2million, 1989.
- **Pigeon Key Feasibility Study** - Determination of best use of a U.S. Government-owned island historic site. Implementation program was developed with \$4.5 million budget.
- **Holiday Inn Beachside** - Renovation and addition to a waterfront resort. Lobby, restaurant, lounge, offices and 220 existing rooms were refurbished, 50 new rooms added. \$3.5 million, 1989.

PROJECT MANAGER

Design Management Associates, Key West and Orlando, Florida 1982 - 1984

Directed staff and managed Key West office of firm providing Architectural/Engineering services for waterfront developments, marinas, and water related recreational facilities.

- **Galleon Marina, Key West, Florida** - Design maximized the number of slips in an unusually shaped site, and used state-of-the-art floating marina components \$1.5 million, 1983.
- **The Harbour, Sandusky, Ohio** - Design of new marina, club house, and boardwalks for mixed-use community. Structures were built on piles over water, 1985.

Gonzales and Associates, Key West Florida 1982

Established production department of new firm and managed growing staff.

- **Key West Public Transportation Building** - Addition constructed in 1982.

STAFF ARCHITECT

Martha and Elliot Rothman Associates, Boston, Massachusetts 1980 - 1981

- **Mid-Maine Medical Center** - Coordinate work of consulting engineers and architects for renovation of complex medical facility in Waterville, Maine. \$11 million renovation, 1981.
- **Beth Israel Hospital Emergency Unit** - Designed development schemes for renovation and addition to hospital in Boston, MA. Coordinated presentations with architects and clients.

Donham and Sweeney Architects, Boston, Massachusetts 1979 - 1980

- **Commonwealth of Massachusetts Police Station** - A pilot program in solar energy design for the state, in Peabody, MA. Built in 1981.
- **River Howard H.U.D. Housing** - Award-winning thirty two unit project, Cambridge, MA.

DESIGNER / DRAFTER

Jung-Brannen Associates, Boston, Massachusetts 1978-1979

- **Baltimore Concert Hall** - A joint venture with Pietro Bellushi.
- **Construction Detailing** - for office buildings and a subway station.

Brown Daltas Associates, Cambridge, Massachusetts 1977 - 1978

- **King Kahlid Military City, Saudi Arabia** - Prepared drawings in the metric system for review by U.S. Army Corps of Engineers.

RELATED EXPERIENCE

Various design and construction work ranging from drafting, concrete inspection and testing to general construction. **1970-1978**

AIR FREIGHT SPECIALIST

United States Air Force, Honorable Discharge. 1966 - 1969
Advised command officer in Tokyo of aircraft requirements for all of Far East Asia. Vietnam veteran (non combat) one year in country.

EDUCATION

Bachelor of Architecture, 1979

Boston Architectural Center, Boston, Massachusetts

Thesis project, *Aquatecture as Urban Housing*.

Design of floating structures that utilize piles to maintain horizontal position. Original research included direct contact with Hong Kong Housing Authority.

**PROFESSIONAL &
COMMUNITY
ACTIVITIES**

Historic Architectural Review Commission, Chairman, 1987-1990
Contractors Examining Board
Key West Chamber of Commerce
National Trust For Historic Preservation
Key West Hotel and Motel Association

TEFL

Volunteer teacher of English (TEFL) to adult students with various levels of language ability. Have basic conversational Spanish language.

Letters of Support

October 26, 2011

Monroe County Board of County Commissioners
c/o County Administrator, Roman Gastesi
1100 Simonton Street
Key West, FL 33040

Dear Commissioners:

On behalf of the Florida Keys Council of the Arts, I am pleased to provide a letter of support for local artist Dennis Beebe and his request to display his sculpture on County property. He has made every effort to follow procedure in requesting permission and gaining support from the County Mayor, the Friends of Higgs Beach, and Mr. Richard Hatch, owner of Salute restaurant. Mr. Beebe will provide any documentation required by both the Public Works department and the legal department of the County.

Monroe County is a leader in the State with its prestigious 1% for Public Art ordinance, and the opportunity to further promote our local artists in a public space is most worthy of the Commissions' support. We are fortunate to display artwork throughout the County in all of our government facilities; this would be a new venture (on the beach) and will be a most positive addition to the Higgs Beach area which is experiencing a renaissance.

If I may, I'd like to also recommend that the Arts Council and the Art in Public Places Committee work together with the Public Works Division and the County Attorney's office to develop a plan that would incorporate best practices and procedures that could allow us to have a standard policy in place to use with any future requests of this nature.

Thank you for your continuing support of the arts and cultural community in Monroe County.

Sincerely,



Elizabeth S. Young
Executive Director



October 3, 2011

Elizabeth Young Director
Monroe County Art in Public Places

Dear Elizabeth Young,

My name is Richard Hatch and I operate the restaurant Salute at Higg's Beach. I would love to see and hear Dennis Beebe's wind chime set up outside the restaurant at the county beach.

There is a great spot right by the utility pole only feet away from our outdoor dining patio that would not be in the way of the public.

The public meanwhile; beach goers and restaurant patrons, locals and tourists, joggers and dog walkers would get to enjoy a beautiful sculpture from a local artist.

My wife and I love sculpture in public places. We just returned from a visit to Portland, Oregon. We walked all over town and appreciated sculptures in many different city settings.

I think this would be a nice addition to Higgs Beach. If you have any questions please contact me.

Regards,

Richard Hatch

A handwritten signature in black ink, appearing to be 'Richard Hatch', written over the printed name.

RESOLUTION

THE FRIENDS OF HIGGS BEACH, INC.

WHEREAS, a regularly scheduled meeting of the Board of Directors of The Friends of Higgs Beach, Inc., a Florida not-for-profit corporation, was held on November 3, 2011; and,

WHEREAS, at said meeting, presentation was made for placement of a sculpture at Higgs Beach created by Dennis Beebe, said presentation under Mr. Beebe's cover letter with attachments dated October 3, 2011; and,

WHEREAS, placement of said sculpture has been recommended by Kcys Counsel for the Arts; and,

WHEREAS, the Board of Directors unanimously approved its support for the art display:

IT IS HEREBY:

RESOLVED, that the Board of Directors of The Friends of Higgs Beach strongly recommends that the Board of County Commissioners approve placement of Mr. Beebe's sculpture at Higgs Beach.

ATTEST:


Michael Behunke, Chairman