RECEIVED CITY OF KEY WEST APPLICATION FOR A SPECIAL EVENT PERMIT

Fax:

Name of Applicant(s)

Key West Goombay Festival, Inc. /Bahama-Village GCAGER **OFFICE**

Address of Applicant(s)

Key West, Florida

Phone Number of Applicant(s) 770 401-7932

None

Email glenwoodl@bellsouth.net

Name of Non-Profit (s)

Key West Goombay Festival Inc, Bahama Village Com. Coalition

Address of Non-Profit(s)

Various locations in the city limits

Phone Number of Non-Profit(s) 770-401-7932

Amount or Percentage of Revenue Non-profit(s) anticipates receiving 100%

Date/Dates of Event Third Thursday, Friday and Saturday in October, consistent with the beginning of Fantasy Fest annually

Hours of Operation 10AM – 1AM each occurrence

Estimated/anticipated number of persons per day 10,000

Location of Event Truman Water Front Park to Duval Street on Petronia Street, Key West, Fla

Street Closed Petronia Street the cross streets and parallel streets one block in each direction

Detailed description of event: Annual cultural celebration featuring vendors and live music

Noise exemption required: Yes X

No

Alcoholic beverages sold/served at event: Yes X

No

The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge. The applicant(s)/permitted agrees to assume full responsibility and liability for and indemnify and hold the City of Key West harmless from and against all liability, claims for damages, and suits for or by reason of any injury to any person or damages to any property of the parties hereto or of the third persons for any and all cause or causes whatsoever or in any way connected with the holding of said event or any act or omission or thing in any manner related to said event and its operation irrespective of negligence, actual or claimed, upon the part of the city their agents or employees.

Printed Name: Glenwood Lopez

Applicants Signature

Date 04/16/2015

Financial Statement of the event of the previous year must be submitted with application

CITY OF KEY WEST APPLICATION FOR A SPECIAL EVENT PERMIT NOISE CONTROLEXEMPTION

\$50.00

Date 4/16/2015

Applicant Name Bahama Village Community Coalition
Applicant Address Key West, Florida
Applicant Phone Number 770-401-7932
Event Name Key West Goombay Festival
Event Address/Location Key West, Florida (Petronia Street and Truman
Date of Event Third Thursday, Friday and Saturday in October, consistent with the beginning of Fantasy Fest annually Nature of Event Nature of Event Annual cultural celebration featuring vendors and live
Profit Non Profit
Time(s) Request for Exemption 10AM – 1AM each occurrence
Number of Exemptions at this location this calendar year 0
Date of last exemption First time applicant

ASS H

02-29

AN ORDINANCE OF THE CITY OF KEY WEST, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES ENTITLED "AMUSEMENTS ENTERTAINMENT" BY AMENDING ARTICLE PERTAINING TO SPECIAL EVENTS; AMENDING SECTION 6-26 TO REQUIRE A DOWN PAYMENT ON THE COST OF CITY SERVICES, TO ALLOW FOR INTEREST ON LATE PAYMENTS, INCREASE THE COST WAIVER TO \$1,000.00; ADDING SECTION 6-27 TO RESTRICT PLACEMENT OF FOOD, BEVERAGE AND MERCHANDISE BOOTHS; AMENDING SECTION 6-56 TO REQUIRE THE APPLICATION TO LIST AN EMERGENCY CONTACT AMENDING SECTION ESTABLISH A MINIMUM NON-PROFIT SHARE FOR SPECIAL EVENTS IN WHICH A STREET IS CLOSED: AMENDING SECTION 6-58 TO PROVIDE FESTIVAL MAJOR SPONSORS THAT APPLICATION SIX MONTHS IN ADVANCE AND APPROVE CERTAIN SALES OF ALCOHOLIC BEVERAGES; ADDING SECTION 6-61 PERTAINING HANDICAP-ACCESSIBLE FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission finds that a revision to the regulations governing special events and street closures would promote the health, safety and welfare of the citizens of Key West.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF KEY WEST, FLORIDA:

Section 1: That section 6-26 of the Code of Ordinances is hereby amended as follows*

Sec. 6-26. Payment for city services.

(a) The organizer or sponsor of any festival, street fair, fair, carnival, athletic event, contest, competition, parade, fundraiser, rally, boat or car race or other special event which whether by administrative permit or requires city authorization,

city commission approval, and which requires the provision of additional extraordinary support services by police, fire, administrative, or other city departments in order to maintain order or safety or to escort participants shall pay to the city the cost of such services.

A down payment of ten percent (10%) of the costs, as estimated by the city manager, shall be made to the city either by certified check or credit card at least ten (10) days prior to the event

(b) The city manager shall establish a cost schedule for additional or extraordinary support services for the events referred to in subsection (a) of this section, which schedule shall be subject to approval of the city commission. The city manager is authorized to provide reasonable terms for time and manner of payment

If the event sponsor fails to pay the full costs at the time determined by the city manager or, if no such deadline is

^{*(}Coding: Added language is <u>underlined;</u> deleted language is struck through.)

- established, then within thirty (30) days after the event the city

 may impose an interest charge on the amount due at the rate of one

 and one half percent (1-1/2%) per month.
- (c) The city commission may grant special exceptions to this section for cause shown upon the public record.
- (d) The first \$1,000.00 of costs as specified in subsection (a) of this section may be waived for any organizer or sponsor which has qualified as a tax-exempt nonprofit organization according to state or federal law. Acceptance of this waiver by such sponsor shall render the event a public accommodation subject to the human rights provision of the section 38-225
- (e) Any nonprofit organization accepting the waiver provided for by subsection (d) of this section shall, within 90 days following the special event, submit to the city commission an accounting of expenses and revenues incurred and generated during the event.
- Section 2. That section 6-27 is hereby added to the Code of Ordinances as follows:

Sec. 6-27. Food, beverage and merchandise booths.

No booth or stall set up for a special event and serving any amount or type of food and/or beverage, or selling merchandise, shall be placed directly in front of, or within five(5) feet of the property line of, a restaurant or a bar or a retail store (selling

primarily the same or similar merchandise), unless the owner of the restaurant, the bar or the store consents. This section shall not apply to major festivals as defined in section 6-58

Section 3 That section 6-56 of the Code of Ordinances is hereby amended as follows:

Sec. 6-56. Application.

- (a) Except as provided in section 6-58, Aat least 60 days prior to a proposed special event that will result in the closing of a public street, the sponsor shall submit an application to the city manager. An application may be made either by a tax-exempt nonprofit organization (nonprofit) or jointly by a nonprofit and a private person or business entity.
- (b) If the city manager approves the application, he shall then schedule it for consideration by the city commission. However, if the special event proposes to close only one block, is intended to end prior to 9:00 p.m. on any day of the year, and does not seek either a #ee cost waiver or a noise exemption, the city manager may give final approval to the application.
- (c) Each application shall include the name of a sponsor's contact person and that person's 24-hour telephone number(s), in case of emergency.

Section 4. That section 6-57 of the Code of Ordinances is hereby amended as follows:

Sec. 6-57. Donation of percentage of revenue to nonprofit organization.

-*---*- . .

	Ø'e	r c	e i	n a	a te	o'e	r	e ·	V	e:	n u	еъ	0	a s	a	ē-	C a	a c	e v	ct	i an	t	eau	ees
th <u>i</u>				е		-													_					
-organi	zatı	on	anc	1	Ţ	<u> </u>					-S				-tc) (ade	l t:	1 O r	na L	-Ch	ar:	lt _{le}	es.

event that will cause the closing of a city street or other public right-of-way, the sponsor must donate at least twenty-five percent (25%) of the sponsor's gross revenues or \$1,000.00, whichever is greater, to at least one nonprofit organization. The sponsor must designate the nonprofit organization(s) on the application for the event. Each named nonprofit organization must provide the city manager with a letter of assent

Section 5. That section 6-58 of the Code of Ordinances is hereby amended as follows

Sec. 6-58. Major festival.

(a) A major festival is a special event of regional impact.

Major festivals are: FancyFantasy Fest, Hemingway Days, Goombay

Festival, Conch Republic Celebration, the Poker Run, the

Valentine's Day event for Wesley House, the Red Ribbon event at

Mengel-a Mangoes, and such other special events as may be added or

subtracted by resolution of the city commission. Private persons

or business entities who sponsor major festivals are not required to provide funds to a non-orofit or oanization oer section 6-57. An application for a major festival must be received in the city manager's office at least six (6) months in advance of the scheduled event now a some profit constitution of the scheduled event of the scheduled ev

(b) A business that seeks to sell alcoholic beverages at a major festival pursuant to an APS state license, and which is not a bar or restaurant or other concern that sells alcoholic beverages in the ordinary course of its business, must obtain the written approval of the major festival sponsor and provide such approval to the city of Key West.

Section 6. That section 6-61 is hereby added to the Code of Ordinances as follows:

Sec. 6-61. Temporary bathroom facilities.

Whenever the sponsor of a special event provides temporary bathroom facilities on the public right-of-way, at least five percent (5%) of those facilities or one of those facilities, whichever is the greater number, shall be accessible to persons with physical disability.

Section 7. If any section, provision, clause, phrase, or application of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, the remaining provisions of this Ordinance shall be deemed severable

therefrom and shall be construed as reasonable and necessary to achieve the lawful purposes of this Ordinance

Section 8. All Ordinances or parts of Ordinances of said City in conflict with the provisions of this Ordinance are hereby superseded to the extent of such conflict Section 9 This Ordinance shall go into effect on January 1, 2003. Read and passed on first reading at a regular meeting held 16th day of October , 2002 this Read and passed on second reading at a regular meeting held this 6th day of November , 2002 Read and passed on final reading at a regular meeting held this 19th day of November , 2002. Authenticated by the presiding officer and Clerk of the Commission on ______ day of _____ November , 2002 Filed with the Clerk November 21 , 2002

City Attorney's Office



Phone: (305) 292-8110 Fax: (305) 292-8227

MEMORANDUM

TO:

Mayor & Members of the City Commission

FROM:

Robert Tischenkel T

City Attorney

DATE:

October 17, 2002

RE:

Special Events Ordinance

Second Reading

The following are the changes made to the Special Events Ordinance for second reading:

Section 6-26. The requirement of certified check or credit card applies only to the down payment.

Section 6-27. The requirement of payment for parking meters has been removed altogether. In its place is a new section concerning food and beverage booths, and a prohibition against their placement in front of or near restaurants and bars.

Section 6-56. The contact person's telephone number is now required.

Section 6-57. Each nonprofit organization named by a sponsor in the application must provide a letter of assent to the City Manager.

The effective date of the ordinance is January 1, 2003.

RULES AND REGULATIONS FOR USE OF CITY OF KEY WEST PROPERTY FOR SPECIAL EVENTS

- All Applicant(s) must ifll out a City of Key West (City) application form provided to you by the Office of the City Manager.
- 2. Application(s) for special event(s) must be in the Office of the City Manager 60 days prior to the event.
- 3. Application(s) must provide comprehensive liability insurance insuring itself and the City against all claims of damages or injury to persons or property arising for any reason as a result of the activities associated with the special event permitted by the City. The insurance policy shall be written by a solvent insurance company in good standing and shall provide a minimum of \$1 million general liability. The policy shall show the City of Key West as an additional named insured.

Sponsor's Signature GL

4. The applicant shall indemnify and hold the City harmless from all losses, claims, damages, liabilities, and expenses which may be incurred by the City or which may be claimed against the City by any person, firm to the person or property of any person, ifrm, corporation, or entity which are consequent or arise from the activities of the permit holder or its equipment, employees, agents, guests, licensees, or invitees for the permit holder activities or which damages/injuries are consequent or arise from permit holders failure to comply with all applicable laws, statutes, ordinances and regulations.

Sponsor's Signature GL

Applicant(s) who are businesses or private persons who wish to close a City street must make an application jointly with a non-proift entity. When a sponsor proposes a special event that will cause the closing of a city street or other public right-of- way, the sponsor must donate at least 25% of the sponsor's gross revenues or \$1000.00, whichever is greater, to at least one nonproift organization. The sponsor must designate the nonproift organization(s) on the application for the event. Each named nonprofit organization must provide the city manger with a letter of assent. Applicant(s) must also hire an off-duty police officer(s) for crowd control and safety as determined by the Key West Police Department or the City Manager's Office. Applicant(s) must have neighboring businesses sign a petition of no objection to the street closure.

Sponsor's Signature GL

6. Within 30 days of the events completion the City Commission will receive a letter from the not for profit organization stating the amount of the monetary donation received from the event.

Sponsor's Signature GL

7. Applicant(s) wishing to self-consume alcoholic beverages on City property must have approval by the City Commission via Resolution and must hire an off-duty police of officer(s) for crowd control and safety as determined by the Key West Police Department or City Manager's Office. Applicant must provide liquor liability insurance.

Sponsor's Signature GL

8.	Applicant(s) wishing to have an exemption from the noise control ordinance must fill
	out an application thirty days before the event. Processing fee for the application is
	\$50.00.
	Sponsor's Signature GL
9.	All applications are subject to approval at the discretion of the City Manager and/or
	City Commission.
	Sponsor's Signature GL
	l'action four a sessiol avant
10.	Notice of the city commission's proposed action on an application for a special event
	permit shall be mailed prior to the meeting at which the matter is to be considered to
	all property owners and occupants of property located within a 100-foot radius of the proposed special event. Notice of such proposed action also shall be published in a
	newspaper of general circulation in the city at least ifve days prior to the date of the
	city commission decision. The notice shall identify a contact person and phone
	number for complaints. The applicant shall pay for the newspaper advertisement.
	Sponsor's Signature G
	Sponsor's Signature GE
11.	The organizer or sponsor of any special event, which requires the provision of
11.	additional or extraordinary support services by police, ifre, administration, or other
	city departments shall pay to the city the cost of such services. A down payment of 10
	percent of the costs, as estimated by the city manager, shall be made to the city either
	by certified check or credit card at least ten days prior to the special event.
	Sponsor's Signature GL
	(EAV / X)
12.	The first \$1000.00 of costs as specified in subsection (a) of the ordinance may be
	waived for any organizer or sponsor, which qualified as a tax-exempt nonprofit
	organization according to state or federal law. Acceptance of this waiver by such
	sponsor shall render the special event a public accommodation subject to the human
	rights provision of the section 38-225
	Sponsor's Signature GL
10	Any nonprofit organization accepting the waiver provided for by subsection (d) of
13.	the ordinance shall, within 90 days following the special event, submitted to the city
	commission an accounting of expenses and revenues incurred and generated during the
	special event.
	Sponsor's Signature GL
	$(2\lambda a//\gamma)$
14.	Whenever the sponsor of a special event provides temporary bathroom facilities on
	the public right-of-way, at least five percent of those facilities or one of those
	facilities, whichever is the greater number, shall be accessible to persons with
	physical disability.
	Sponsor's Signature GL
15.	Where a person has not applied for a special event permit and an event at it's location
	spills into a street, causing the police department to close all or a portion of the street, the
	person sponsoring the event shall pay all such extraordinary service costs incurred by
	the city. On each anniversary of this occurrence, if the person can reasonably anticipate an overflow of people into the street, a special event permit must be
	applied for consistent with this division. A violation of this section may be grounds
	for revocation of an occupation license.
	14/1
	Sponsor's Signature G

16.	Special events may use fog, smoke and bubble machines or any device that emits a mist or spray contingent on Key West Fire Department approval. Approval must be
	obtained a minimum of 48 hours prior to the event. The use of confetti or confetti machines is strictly forbidden.
	Sponsor's Signature GL
17	Special Events organizers must submit a adequate recycle plan for the size of the

17. Special Events organizers must submit a adequate recycle plan for the size of the event being requested. Helpful hints and recycling requirements for special events can be found on the city's website. This will help you develop your plan.

Sponsor's Signature GL

18. All special events are required to comply with the Federal Americans with Disability's Act which requires access to all areas and services provided by the special events. Organizers must insure that all aspects of their event meet the requirements.

Sponsor's Signature GL

The signature below is acknowledgement that I have read and understand the above terms.

Glenwood Løpez

Bahama Village Community Coalition

Key West Goombay Inc.



Special Events Recycle Plan 2015

Key West Goombay Festival 2015

October 23 & 24, 2015

Recycle coordinator: Craig Allen with Margaret Lara of Waste Management

Recycle coordinator will:

- Educate and train recycling staff, vendors, attendees and participants of event policies
- Coordinate the lease of recycle bins, the pick-up and maintenance of the containers and the recyclables
- Report the volume recycled to the city through Maria Ratcliff
- Ensure food waste containers are adjacent to recycle bins
- Stage volunteers to ensure proper separation is adhered to
- Locate public recycle areas with trash receptacles near vendors bathrooms, the entrance and exits

Event staff will agree to meet the city's minimum requirements

- 1. Recycle bins for cans and bottles within 50 feet of all drink/drink sales locations
- 2. Recycle we will have one for one by each trash bin will be a recycle bin
- 3. Delivery of recycle bins and the sorted waste will be by Waste Management
- 4. Adequate recyclable and other debris containers will be place throughout the festival area
- 5. Visible signage will be provided to direct everyone to comply with the festivals recycle plan

Complete Checklist for Event Recycling City Of Key West

О	Identify contact person at the festival responsible for working with recycling. Name of person: Glenwood Lopez Phone number: 770-401-7932
0	Identify the recyclable commodities that will be used by the public and behind-the-scenes. Aluminum Glass #1 Plastic #2 Plastic Steel Corrugated Cardboard Other: All the above
0	Deifne the amount of recycling containers needed for the festival grounds (based on commodities used at the event and where they will be used and discarded. When recyclables are used throughout event, 1 recycling container for every 1 trash barrels will be used). Amount of recycling and garbage containers needed: To be determined by industry standard
0	Arrange for recycling containers for the grounds and a large container (roll-off or festival box) and coordinate delivery and removal arrangements. Recycling containers may be ordered from Waste Management. 305 296-2825. Arrangements made: See attached Waste Management agreement
0	Capacity of containers on grounds: Contact person for containers:Glenwood Lopez Phone #: 770-401-7932
0	Order signs to inform customers of recycling. Signs are needed for point-of-purchase locations and recycling containers. Craig Allen
0	Acquire liner bags for the recycling containers to be placed on the grounds. Ensure that the capacity of the bags is equal to or greater than that of the recycling containers on the grounds. Craig Allen
0	Arrange for emptying of recycling containers during the event — from the containers on the grounds to the large container. Arrangements made: See attached Waste Management agreement
0	Arrange for pick-up of the recyclables. The agency providing containers will often take the materials for recycling. In other cases, arrange for the materials to be taken to a recycling facility. Arrangements made: See attached Waste Management agreement
O	Meet with vendors and tell them to ask customers to recycle the appropriate materials. Make sure vendors know what will be recycled. Infotin them that signs will be posted in their areas.
	Oversee the delivery of containers and placement of signs. Craig Allen

Place recycling containers next to trash cans on the grounds and insert liner bags. All recycling

Craig Allen

	containers must be adjacent to trash barrels in order to reduce contamination problems.
0	Monitor recycling containers for correct usage during the event and take actions to solve problems. Problems: NA Actions taken: NA
0	View trash barrels and note any recyclables in the trash. Take actions to solve problems. Problems: NA
	Actions taken: NA
0	Take photos of event recycling, record data on volumes of recyclables and trash, and ask vendors and event organizers for comments about the program Comments: See attachment (A) photos of past Goombay Festival in which the applicant has been associated.
0	Ensure that recyclables are removed and taken to the large container when bins are full and that liner bags are replaced. Private contractor or city staff will contracted for maintenance
0	At the end of the event, remove signs and arrange for their return to owners. Festival Organizers
0	Place recycling containers in the pick-up location, as arranged with the providers of the containers. Festival Organizers Ask the recycling facility to appraise the amount of material collected for recycling by weight, volume, or counts and report on contamination levels. Amount of material: To be determined after the event by Waste Management
	Contamination: To be determined after the event by Waste Management
0	Prepare a report on the program including strategies used, amount of material diverted, comments and suggestions from participants and future recommendations. Debris Contractor and the Bahama Village Community Coalition Shore the results with event organizers

Share the results with event organizers. 0

Security deposit of \$1000.00 must be submitted prior to the event. Check enclosed with the 0 application

Immediately after the event Security deposit returned: 0

For more information about event recycling and waste reduction, contact Waste Management at 305 296-2825

BAHAMA VILLAGE COMMUNITY COALITION, INC. P. O. BOX 903 KEY WEST, FL 33040	81-275/829	box 221	L	
PAY TO THE C, Hyaf Key We	DATE TO	\$ / 100 100		
one Thousand -	(30)	idollars +	Heat Reactive Ink	
WWW.my100bank.com	MI	13		
MOUNTANDORE TO COMPANY TO THE SECOND OF THE	and the second		MP	



Post Office Boy 1409 Ke2, West. a 33041-1409 (3U5) 809-38.8

Pursuant to my request to conduct a special event requiring authorization by the City Commission, I agree that throughout the event I will keep the premises clear of accumulated recyclables, trash and debris. This includes emptying trash and recycle cans on a regular basis for the duration of the event.

ATTACHMENT A

LICENSE I	FOR USE OF C	TY OF KEY WE	ST OWNED	PROPERTY		LICENSE NUMBI	ER		
ISSUED BY PURPOSE F BELOW, AN	THIS LICENSE TO USE CTTY OF KEY WEST PROPERTY HEREIN DESCRIPTION OF LICENSEE NAMED BEING PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITION BELOW, AND ON ATTACHMENTS B, AND C. BY THE EXECUTION FLICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDIGENERAL PROVISIONS.								
GENERAL I	PROVISIONS.							HOLD TO	
I. PROPERT	TY LOCATION				2. DATES	COVERED			
KEY WES	ST, FLORIDA				FROM	3 	TO.		
3, DESCRIP	TION OF PROPI	ERTY (INCLUDE	ROOM AND	BUILDING NUM		E APPROPRIATE)			
TRUMAI	N WATERFR	ONT PROPER	XTY						
k. PURPOSE	OF LICENSE								
5. LICENSOF	₹		5a. CITY RI	EPRESENTATIV	E (TITLE AN	D ADDRESS)			
CITY OF I	KEY WEST			RADSHAW, I 34, (305) 809-		JECT MANAGEF	R, P.O. BOX 6-	434, KEY WEST, FL	
6. LICENSEE	(NAME AND AL	ODRESS)		6a. LICENSEE	REPRESENT	ATIVE (NAME/ADDR	RESS/PHONE)		
8 						TY (PAYABLE IN A NE" UNDER ITEM 7:			
a AMOUNT		b. FREQUENCY PAYMENTS DU		c. FIRST DUE	DATE d. TO (MAILING ADDRESS)				
		One time p	ayment	Submitted wi	rith License Port office at P.O Box 6434, Key West, FL 33041-6434				
		(IF NO CASI				E OF PROPERTY NE" UNDER ITEM 8	a "AMOUNT		
a. AMOUNT PAYMENT)	(EACH	b. FREQUENCY PAYMENTS DUE		c. FIRST DUE D	АТЕ	d. TO (MAILING ADI	ORESS)		
						Port office at P.O.	Box 6434, K	ey Wcst, FL 33041-6434	
						ISE OF LICENSE			
T	(IF <u>ANY OR AL</u> YPE		EQUIREME MUM AMOU		N WAIVED,	ENTER "NONE" TN a		PPROPRIATE) IMUM AMOUNT	
a FIRE AND EX		1000	E ITEM#			ARTY PERSONAL		EE ITEM# 10	
o. THIRD PAR PROPERTY DA		SE	E ITEM#	10	dTHIRD P	Y PER PERSON ARTY PERSONAL PER ACCIDENT	SE	EE ITEM #10	
		SEE ATTACHED)		1			ļ		
EHICLES CO' JSE OF MOTO AND THREE M OOLLARS/OCC	VERING CLAIN R VEHICLES IN IILLION DOLLA CURRENCE AN	AS FOR INJURIES NCLUDING ONS ARS ANNUAL AC	S TO MEMB ITE AND OF GREGATE.	ERS OF THE PU FFSITE OPERA (B.) COMMERC	JBLIC AND/C TION WITH I TIAL GENERA	OR DAMAGES TO PE LIMITS OF ONE MIL AL LIABILITY COVE	ROPERTY OF OT LLION DOLLAR RAGE IN THE A	ED AND NONOWNED THERS ARISING FROM S EACH OCCURRENCE MOUNT OF I MILLION IS FURTHER SUBJECT TO	
				E. EXECUTIO	N OF LICEN	SE		=	
FOR				BY				DATE	
		NIAME AND	TITLE			The control of State Assessment Control of the Control of Control		DAIL	

IF LICENSEE IS A CORPORATION, ATTACH CERTIFICATION OF SIGNATURE.

MR. JIM SCHOLL, CITY MANAGER

CITY OF KEY WEST

LICENSEE

ATTACHMENT B: GENERAL CONDITIONS

- The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.
- b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.
- C. The use shall be limited to the purposes specified herein. Licensor does not warrant or represent that the property is safe or suitable for the purpose for which Licensee intends to use it, and Licensee assumes all risks in its use.
- d. This License shall be neither assignable nor transferable by the
- C. If utilities and services are furnished to the Licensee during License period, the Licensee shall reimburse the Licensor for the cost thereof as determined by hte Licensor in accordance with applicable statutes and regulations.
- f. The Licensee, at its own cost and expense shall protect, maintain, keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determine by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share on demand.
- 9. N9 additions to, or alterations of, the premises or facilities shall be without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License.
- h. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. The Licensee shall not be liable for loss of or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise duc diligence, on hte part of the Licensee. All insurance required for the Licensee on the premises shall be for hte protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to City of Key West property shall name the Licensee and the City of Key West, as the insured and shall contain a loss payable clause reading substantially as follows: "Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the City of Key West and the proceeds shall be payable to the City of Key West". In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph it, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the City of Key West for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect If the cost of such repair, rebuilding, or replacement xcePds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licenser and such excess of cost shall be reimbursed to the Licensee by the Licensor. In. hten. event the Licensee shalt have effected any repair, rebuilding or replacement,

Initials of Appilcant

which the Licensee is required to effect pursuant to this paragraph, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the City of Key West on account of loss of or rismage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of such proceeds.

- 1. The Licensee shall indemnify and save harmless the City of Key West, its officers, agents, servants and employees from all liability or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee, and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 coveirng bodily injuries and third party property damage shall contain an endorsement readidg substantially as follows: "The insurer waives any right of subrogation against the City of Key West which might arise by reason of any payment made under this policy." This indemnity shall survive the expiration of this License.
- j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensors local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance requited by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.
- K. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the City of Key West the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.
- 1. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin, sex, disability, ancestry, sexual orientation, gender identity or expression, marital status, parental status or source of income. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereatteelea conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except Subcontracts for standard commercial supplies or raw materials.
 - 111. All activities authorized hereunder shall be subject to such and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.
- 11. The laws of the State of Florida shall govern the validity of license agreement, interpretation, performance, and any other claims related to it_ The venue for any and all claims or legal actions will be Monroe County, Florida_

ATTACHMENT C: ADDITIONAL PROVISIONS

The licensee is subject to the following additional provisions:

- 1. The City identifies a single Point of Contact, Mr. Doug Bradshaw, Port Project Manager of Key West, phone (305) 809-3792 or Cell (305) 797-8361, who will provide license provision oversight and enforcement for the full tern') of the license.
- 2. Prior to use of the premises Licensee must provide a \$ 0 refundable deposit and a 1 Zero nonrefundable payment for use of the property. This payment shall be delivered to the Port office at P.O Box 6434, Key West, FL 33041-6434. All checks shall be made payable to Licensor. Utilities used by Licensee will be charged at current rates. Any additional costs that will be incurred by the City (security, fire protection, public works, Navy, etc.) must be paid to the City to those departments. Assignment of damage cost or noncompliance penalties will be at the discretion of the City of Key West. Additional charges may be made after the activity if required.
- 3. All utility use must be coordinated through Doug Bradshaw. Any modification to utilities to support the activity will be at the sole cost of the Licensee.
- 4. Licensee is responsible for obtaining necessary permits required by any other agencies pertaining to this event such as Federal, State, Local, Coast Guard, Navy, Marine Sanctuary, etc. and is responsible of providing proof of permit prior to entering into an agreement with the City of Key West.
- 5. Licensee must provide the City with a detailed schedule for activities.
- 6. The activities each day shall conclude not later than 6 p.m. nor begin before 8 a.m. without prior approval by Licensor.
- 7. No generators associated with the event shall operate after 6 p.m. and before 8 a.m.
- 8. The leased site must be maintained in an orderly and neat condition. Licensor may request Licensee to improve conditions of site within reason if conditions become unacceptable.
- 9. The Licensee shall notify the Truman Annex Master Property Owner's Association (TAMPOA) at least 30-days prior to the activity.
- 10. Ingress/egress by the licensee shall be coordinated with the Licensor.
- 11. The Licensee must provide or ensure 24-hour security for the licensed area either thru security guard or by fencing with locking gates.
- 12. City of Key West personnel shall be allowed access to the site at all times.
- 13. Licensee shall provide sufficient personnel to ensure proper and safe operation of the activity.

Initials of Applicant

- 14. Licensee may not stay overnight on City of Key West property without prior approval by Licensor.
- Entrance to City of Key West buildings is not authorized.
- 16. No alcoholic beverages/non-prescription drugs or food may be brought onto or said on Licensor's property without prior approval from the City Commission.
- 17. Licensee must provide own portable toilets.
- 18. No trash may be left on site. Use of City of Key West dumpsters_ is not authorized unless prior approval is obtained.
- 19. Any use of NOAA's property or seawall must be coordinated with NOAA.
- 20. Use of the inner basin to anchor boats is not authorized.
- 21. No hazardous material or waste shall be used or stored on the premises without submitting a Hazardous Waste Handling and Spill Plan to the City of Key West.
- 22. Licensee is responsible for any and all environmental cleanup, restoration, fees, fines, etc. associated with the activity and shall put in place any and all measures to eliminate environmental contamination to the property that may be caused by the activity.
- An environmental plan shall be submitted to the City detailing how Licensee will handle environmental waste such as lead based paint.
- 24. Licensee must take part in pre- and post-activity walk-through inspections with **the** Licensor's point of contact, or designee.
- 25. Licensee shall provide the Licensor's Point of Contact copies of all applicable deposits, insurance polices in force at the time of the license, and payments to City of Key West associated with this license.
- 26. All trash (including waste oil) and equipment including portable toilets and trailers shall be removed from the property no later than close out of business of the last day of this license. Licensee should plan accordingly. Licensor's may impose additional fees for use of property bey Cond license dates.
- 27. Licensee may he required to suspend activity as directed by City Staff during special events that occur at the Truman Waterfront.
- 28. In rare cases the Licensee at their sole expense may be required to move the activity to another location at the Truman Waterfront or off of the Truman Waterfront property if development of the Truman Waterfront and the activity are in conflict. Every effort will be made to avoid this occurrence.

ALL EVENTS REQUESTING ACCESS
TO UTILIZE THE TRUMAN
WATERFRONT PROPERTY MUST HAVE A
SIGNED LICENSE FOR USE OF THE
PROPERTY PRIOR TO THE SPECIAL EVENT
RESO-LUTION GOING TO CITY
COMMISSION

PLEASE CONTACT DOUG MRADSHAW AT 305409-3792 TO SCHEDULE THE EVENT AND O TAIN A LICENSE



Parking Recluests for Special Events

Please describe any Special Event Parking requests below:

The event organizers will request all tour busses to park in the designated tour bus Parking area near the Truman Water Front, no other special request are required for this event.

Mallory Square Rates: \$4.00 per hour or \$32.00 per day per space

Key West Bight Rates: \$2.00 per hour or \$16.25 per day per space

On-Street Meter Rates: \$1.50 per hour or \$20.00 per day per space.

Vendors and Event Organizers must pay for metered parking used outside of Event Zone.

Modification of rates or parking waivers can only be approved by City Commission.

If you have any questions, please contact John Wilkins, Parking Manager at (305) 809 3855 or email_iwilkinskeywestcity.com

THE UNDERSIGNED BYUSINESS OF KEY WEST FLORIDA SUPPORT THE STAGING OF THE GOOMBAY FESTIVAL ON PETRONIA STREET HOSTED BY THE BAHAMA VILLAGE COMMUNITY COALITION ON OCTOBER 16 & 17, 2015.

	£		SMUKEN BLOCKED	
11 Bloss Restaurant KW	Petronia Island Store Caribbean Wear	5 BLUE TURTLE	SWINGER 3 FOR PLANTAINOS BODEGA 207 PEDENIAS	1 Its AND Claudy Bupply ADDRESS
426 RETRONIA 111-413 Retronia	780 Dunel	323 Retronia	207 PSP-NAS	ADDRESS PALINA
HIMU Segura,	Salley Rey Tooks		125 902 4801 1805 1805 1805 1805 1805 1805 1805 1	

 $\frac{1}{\omega}$

FESTIVAL ON PETRONIA STREET HOSTED BY THE BAHAMA VILLAGE COMMUNITY COALITION ON THE UNDERSIGNED BYUSINESS OF KEY WEST FLORIDA SUPPORT THE STAGING OF THE GOOMBAY

			AN TO THE PARTY OF		C0 5 17 10 10 10 10 10 10 10 10 10 10 10 10 10	
SCA	10 Ander's Cabarra Rochard	MOMAS MAM'S BEST FOOD	6 SCRAWINT FORMS	1 Island & Resear Report Hammond	COURTE BLUE MARUN	OCTOBER 16 & 17, 2015.
1624 BERTHAST.	308 Petrouer	Pollonia 405	de 300 Petronia	314 Petrovia St 316 Retronia St	320 petrosia Str	ADDRESS
305-901-9337	305-296-8666	3018960923	305. 517 6799	305. 294.6127 305) 293 9223	Street 305	

13 Janes Hudat

228 Petronia

4010-628-50E

HE UNDERSIGNED RESIDENTS OF KEY ESTIVAL ON PETRONIA STREET HOSTE CTOBER 16 & 17, 2015.	HE UNDERSIGNED RESIDENTS OF KEY WEST FLORIDA SUPPORT THE STAGING OF THE GOOMBAY ESTIVAL ON PETRONIA STREET HOSTED BY THE BAHAMA VILLAGE COMMUNITY COALITION ON CTOBER 16 & 17, 2015.
awrin Harrelson	115 Samaritan Ln.
4	
5	
6	
7	
9	
10	
11	
12	
13	

OCTOBER 16 & 17, 2015. FESTIVAL ON PETRONIA STREET HOSTED BY THE BAHAMA VILLAGE COMMUNITY COALITION ON THE UNDERSIGNED RESIDENTS OF KEY WEST FLORIDA SUPPORT THE STAGING OF THE GOOMBAY

13	12	1	9	7	6	ъ	4	ω	2	_
Moss & Brock	Wy short M	11 Silvey montes an	COURCEN /		A CONTRACTOR OF THE PARTY OF TH		Am moras		there dans	NAME DURE DURE
725 Whitehead		11 Mily mence of the c-1100 Miles	53 EMMAST	110 Galline Ste	HOELHAS MAHELL DONNER	III localding A	the plinto of	106 01 110	21 6 AVE	SISA TRUMAN ANNEX
	IAST RU	104 21								

OCTOBER 16 & 17, 2015. FESTIVAL ON PETRONIA STREET HOSTED BY THE BAHAMA VILLAGE COMMUNITY COALITION ON THE UNDERSIGNED RESIDENTS OF KEY WEST FLORIDA SUPPORT THE STAGING OF THE GOOMBAY

1	12		10	(×)	14 60	5	4	ω	2 1
13 Kull MAL	12 Suranne Graney	11 Stepher E. PhA	10 Ein Brown	Jerrick Anderson Signy Ward Front	of national family		7	No.	NAME OF THE
SA.	r Gra	E. PhA	Sur	Anderso	and	meel	Wall of the state		Note May
	24		_0			0	3	Sign	, <i>P</i>
707 701		AIS Ofin	11 Fort	10007 -		8	ISM	6	00
HUIVE	100 Olivia St 3304	in st	911 Fort Aptici Kco	410 County Red KW.	Dance	J. Sme J	the b	3	ADDRESS
	33041	3304		KW.	680 Malury the Lot 13 A. Ku. 33040		USI HWW MM 5 LIF #8 Rockland Key Flore	* * * * * * * * * * * * * * * * * * *	D2 10% to twit 33040
	0	V	33040	33040			The House		TE
				C	3 A. VC		Rooth an	1	7
					1 330)	Rent	000	2000
					5	/	1000	8	5

OCTOBER 16 & 17, 2015. FESTIVAL ON PETRONIA STREET HOSTED BY THE BAHAMA VILLAGE COMMUNITY COALITION ON THE UNDERSIGNED RESIDENTS OF KEY WEST FLORIDA SUPPORT THE STAGING OF THE GOOMBAY

OCTOBER 18 & 17, 2015.	
Marian Johnson	372 Physic ST. Hay West A.
3 Miloup all	SOS FESTY LANCE THE MEST 1
1 Ressie Carey	729 Whithead Ste
5 Germa Shepsa	416 Potronia OX
of My of June 9	408 Petronia St
Losena H. Bury	406 Petronia #3
• cashane Ling	5530 3 ANE Stukisland
10 Sandy Weller	523 Petronia 42
11 Suzanne Desaulmiers	221 Petronia
12	
13 Sun Calle	Al whitehold

FESTIVAL ON PETRONIA STREET HOSTED BY THE BAHAMA VILLAGE COMMUNITY COALITION ON THE UNDERSIGNED RESIDENTS OF KEY WEST FLORIDA SUPPORT THE STAGING OF THE GOOMBAY OCTORER 16 & 17 2015

13 Louge O'Brigge	12 BEANIDA MINGO	11 College for	10 STEW WAIKER	o MSQ	7 January 1		UT	4 Dath March 1	2 Story m. argo	1 NAME MOUDE ADD ADD	OCTOBER 16 & 17, 2015.
0 00. Elling. Ell.	708 EMMA CT #	Pag Banker En	106 GERACTING	719 CHAPMAN IN	JIS TEMMY APT C	717 EMMA P	THE STATE OF A	800 Emm A St 8 4 32 1983.	MO-B ENUNG 3T 9293	ADDRESS - 26 EMMA ST	

Checkeline while the willeas Se Ming. Low sail Birden Willy The Life hade a se mine. The Life hade a se mine. The Life hade a se mine. The Life had a se mine. The Li
--



THE CITY OF KEY WEST

P.O. BOX 1409 KEY WEST, FL 33041-1409

RELEASE AND INDEMNIFICATION Key West Goombay Festival October 23 & 24, 2015

I Glenwood Lopez being authorized to act on behalf of and legally bind Key West Goombay Festival, Inc. doing business as the legal entity or association on whose behalf this application is made, do hereby release the City of Key West, its officers, agents and employees from any and all liability for damages arising out of, or related to the activities for which application for leave to use City property has been submitted; and do hereby further agree, on behalf of said entity or association to indemnify, and hold harmless the City of Key West, its officers, agents, and employees from and against any and all damages to personnel or property of the City, and against all claims for damages or injuries to other persons or property of any nature whatsoever, and for defense costs, including attorneys' fees at both trial and appellate levels, arising from the actions or omissions of the person(s) or legal entity(ies) on whose behalf the application is submitted, including, but not limited to, the sale and dispensing of alcoholic beverages, or otherwise arising from the actions of their members, licensees, customers, quests, invitees, or participants in the related activities permitted. The foregoing Release and Indemnification agreement does not apply to those claims for damages or injuries which result from the negligent actions or omissions of the City of Key West, its officers, agents, and employers.

Maria 6. Ratch

Date

ignature of Applicant

Print Name

5-01-2015

Date

Event Name: The Bahama Village Community Coalition

Special Event Checklist Johnhay 2015

Everything must be checked off before submitting the special event application

X	TITLE	COMMENTS
V	Special Event Application	
V	Noise Exemption (If applicable)	
V	\$50.00 for Noise	
/	Ordinance initialed	
V	Recycling checklist completed	
V	Recycling deposit \$1,000.00	
/	Recycling Plan	
√	Authorization Letter for continuous cleaning of recycled area	
/	Signatures of No Objection of Street closure (If applicable)	,
	Insurance naming the City as additional insured	new Group
_	Financial of previous event (If applicable)	new Group
V	Release & Idemnification Form	
	Site Map (where barricades, stages, etc are to go)	
	Letter from non profit that states they will be receiving the funds	you are the non-projet

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Non Profit Corporation

KEY WEST GOOMBAY FESTIVAL, INC.

Filing Information

Document Number

N01000003521

FEI/EIN Number

237621477

Date Filed

05/21/2001

State

FL

Status

ACTIVE

Last Event

REINSTATEMENT

Event Date Filed

02/24/2012

Principal Address

409 Balido St

KEY WEST, FL 33040

Changed: 06/23/2014

Mailing Address

PO BOX 903

KEY WEST, FL 33040

Changed: 06/23/2014

Registered Agent Name & Address

HORAN, DAVID PAUL 608 WHITEHEAD ST. KEY WEST, FL 33040

Officer/Director Detail

Name & Address

Title PRES

Lopez, Glenwood 409 Balido Street KEY WEST, FL 33040

Title VP

SULLIVAN, PRISCILLA G

1020 EMMA STREET # C4. KEY WEST, FL 33040

Title Asst. Treasurer

MENITE, MARLYN A 711 CHAPMAN LN KEY WEST, FL 33040

Title HOST

CORAL CITY ELKS LODGE NO. 610, IBPOE OF W 1107 WHITEHEAD STREET KEY WEST, FL 33040

Title Coalition Member

WILLIAM WEECH POST NO.168, THE AMERICAN LEGION, INC 803 EMMA STREET Key West, FL 33040

Title Coalition Member

KEY WEST PERFORMING ARTS, INC. 2720A ROOSEVELT BLVD Key West, FL 33040

Title Treasurer

Sullivan, Kenneth M 1200 1st Street D₅ Key West, FL 33040

Annual Reports

Report Year	Filed Date
2013	06/26/2013
2014	06/23/2014
2015	02/23/2015

Document Images

02/23/2015 ANNUAL REPORT	View image in PDF format
06/23/2014 ANNUAL REPORT	View image in PDF format
06/26/2013 ANNUAL REPORT	View image in PDF format
02/24/2012 REINSTATEMENT	View image in PDF format
05/21/2001 Domestic Non-Profit	View image in PDF format



KEY WEST FIRE DEPARTMENT FIRE MARSHAL'S OFFICE

1 ----

Please Check All That Apply To This Event

Cooking
Deep Frying/Open Flame
☐ Charcoal Grill
Gas Grill
Food Warming Only
Catered Food
Plan for Cooking Oil Disposal
☐ No Cooking on Site
Electrical Power
Generator
☐ 110 AC with Extension Cords
DC Power
Road Closure
Map of Closed Road with Fire Lane & Vendor Booth(s) Locations
See map attached
Tents (More Than 200 Set.)
Flame Resistance Certificate
Size, Type, Location of Tent(s)
E I D dl
Food Booths
Food Booths — Total 30
☐ Vendor Booths — Total # 30
Total Number of Booths - 60
Parade
Floats — Total # None
TIVAL

