CITY OF KEY WEST APPLICATION FOR A SPECIAL EVENT PERMIT

Name of Applicant(s)

Key West Goombay Festival, Inc.

Address of Applicant(s)

PO Box 903, Key West, Fla. 33040

Phone Number of Applicant(s) 770 401-7932

Fax:

Email glenwoodl@bellsouth.net

Name of Non-Profits (s) BAHAMA VILLAGE COMMUNITY COALITION

Address of Non-Profit(s)

PO Box 903, Key West, Fla. 33040

Phone Number of Non-Profit(s)

770 401-7932

Amount or Percentage of Revenue Non-Profits(s) anticipates receiving

100%

Date/Dates of Event THIRD WEEK IN OCTOBER ANNUALLY

0+ 21,22,2016

Hours of Operation 10AM - 12AM each occurrence

Estimated/anticipated number of persons per day Over 5,000

Easterly running boundaries starting at Petronia St. & Duval St. including side Location of Event streets to the Quay Pier upon approval of the city board of commissioners

Street Closed

Petronia Street and side streets from Duval - to the Quay Pier

Detailed description of event The 36th annual street fair celebrating the contributions and traditions of the native residence through education, music and other cultural arts.

Noise exemption required: Yes X

No

Alcoholic beverages sold/served at event: Yes X

The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge. The applicant(s)/permittee 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.

Applicants Signature

Date

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 CONTROL EXEMPTION

\$50.00

Date

Applicant Name

Key West Goombay Festival, Inc.

Applicant Address

PO Box 903, Key West, Florida 33040

Applicant Phone Number

770 401-7932

Event Name

Key West Goombay Street Fair

Event Address/Location

Petronia Street and side streets from Duval - to the

Date of Event

Third Week in October Annually

Nature of Event

Cultural Celebration

\$1.5/

Non Profits

Time(s) Request for Exemption

10AM - 12M

Number of Exemptions at this location this calendar year

Date of last exemption

Last year same locatio

Lity of her West

CUSTONER RECEIPT*

lender Details:

Tender Type: CK Tender Amount: \$50.00

Receipt Header:

Cashier id: KEYNESII\Awoods Receipt Date: 5/23/2016 11:15:26 AM Receipt Number: 12919

Receipt Details:

Reference ID: 15336 ree Code Version: SPECIAL EVENIS PAYMENTS - SS Wriginator Receipt Number: Originator Payment Date:

Payment Type: ALL CASH RECEIPTS Fransaction Amount: \$50.60

Additional Comments: GUUMBAY 2016 NUISE

3

AN ORDINANCE OF THE CITY OF KEY WEST. FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES ENTITLED "AMUSEMENTS AND 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, AND TO INCREASE THE COST WAIVER TO \$1,000.00; ADDING SECTION 6-27 TO RESTRICT PLACEMENT OF FOOD, BEVERAGE AND MER ISE BOOTHS; AMENDING SECTION 6-56 TO REQUIRE THE APPLICATION TO LIST AN EMERGENCY CONTACT AMENDING SECTION 6-57 PERSON; ESTABLISH A MINIMUM NON-PROFIT SHARE FOR SPECIAL EVENTS IN WHICH A STREET IS CLOSED: AMENDING SECTION 6-58 TO PROVIDE THAT MAJOR FESTIVAL **SPONSORS** APPLICATION SIX MONTHS IN ADVANCE AND APPROVE CERTAIN SALES OF ALCOHOLIC **BEVERAGES**; ADDING SECTION 6-61 PERTAINING HANDICAP-ACCESSIBLE BATHROOM 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 requires city authorization, whether by administrative permit or city commission approval, and which requires the provision of additional or 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 .644=04 \$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 fee 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.

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: Fantasy Fest, Hemingway Days, Goombay
Festival, Conch Republic Celebration, the Poker Run, the
Valentine's Day event for Wesley House, the Red Ribbon event at
Mango'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-profit organization per 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.

(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

City Attorney's Office



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

<u>MEMORANDUM</u>

TO:

Mayor & Members of the City Commission

FROM:

Robert Tischenkel RT

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.

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

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	Read	and	passed	on	second	l readi	ng at	t a	regul	ar	meeti	ing	hel	d
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RULES AND REGULATIONS FO A: USE OF CITY OF KEY WEST PROPERTY FO SPECIAL EVENTS

- 1. All Applicant(s) must fill 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 hability. The policy shall show the City of Key West as an additional named insured.

 Sponsor's Signature Glenwood Lopez
- 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, firm, 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.

 Glenwood Lopez

Sponsor's Signature

- 5. Applicant(s) who are businesses or private persons who wish to close a City street must make an application jointly with a non-profit 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 nonprofit organization. The sponsor must designate the nonprofit 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

 Glenwood Lope
- 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 Glenwood Lopez
- Applicant(s) wishing to sell/consume alcoholic beverages on City property must have approval by the City Commission via Resolution and must hire an off-duty police 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 Glenwood Lopez

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. Glenwood Lopez Sponsor's Signature 9, All applications are subject to approval at the dispretion of the City Manager and/or City commission Glenwood Lopez Sponsor's Signature Notice of the city commission's proposed action on an application for a special event 10. 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 five 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 pewspaper advertisement. Glenwood Lopez 7 Sponsor's Signature The organizer or sponsor of any special event which requires the provision of 11. additional or extraordinary support services by police, fire/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 Glenwood Lopez 12. The first \$1000.00 of costs as specified in subsection to 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. Glenwood Lopez Sponsor's Signature Any nonprofit organization accepting the waiver provided for by subsection (d) o 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 Glenwood Lopez 14. Whenever the sponsor of a special event provides terratorial 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 Glenwood Lopez Where a person has not applied for a special event person 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

Glenwood Lopez

for revocation of an occupation license,

Sponsor's Signature

Complete Checklist for Event Recycling City ®f Key West

- O Identify contact person at the festival responsible for working with recycling.

 Name of person: Glenwood Lopez Phone number: 770 401-7932
- o Identify the recyclable commodities that will be used by the public and behind-the-scenes.

Aluminum Glass #1 Plastic #2 Plastic

Corrugated Cardboard Other: All of the above

- Define 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, I recycling container for every I trash barrels will be used).

 Amount of recycling and garbage containers needed:
- 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: Waste Management

Capacity of containers on grounds:
Contact person for containers:

ners: Margaret Lara Phone #:

Waste Management

- Order signs to inform customers of recycling. Signs are needed for point-of-purchase locations and recycling containers. Craig Allen (American Legion)
- 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 (American Legion)
- Arrange for emptying of recycling containers during the event from the containers on the grounds to the large container.

Arrangements made: Craig Allen (American Legion)

- 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: Craig Allen (American Legion)
- Meet with vendors and tell them to ask customers to recycle the appropriate materials. Make sure vendors know what will be recycled. Inform them that signs will be posted in their areas. Craig Allen (American Legion)
- Oversee the delivery of containers and placement of signs. Craig Allen (American Legion)
- o Place recycling containers next to trash cans on the grounds and insert liner bags. All recycling

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.

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.

Glenwood Lopez

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

Glenwood Lopez

18. All special events are required to comply with the Federal Americans with Disabilities 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.

Glenwood Lopez

Sponsor's Signature

containers must be adjacent to trash barrels in order to reduce contamination problems. City Public Works Department

Monitor recycling containers for correct usage during the event and take actions to solve problems.

Problems:

Actions taken:

City Public Works Department

o View trash barrels and note any recyclables in the trash. Take actions to solve problems.

Problems:

City Public Works Department

Actions taken:

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:

City Public Works Department

- Ensure that recyclables are removed and taken to the large container when bins are full and that liner bags are replaced. City Public Works Department
- At the end of the event, remove signs and arrange for their return to owners. BVCC
- Place recycling containers in the pick-up location, as arranged with the providers of the containers,
 Waste Management
- Ask the recycling facility to appraise the amount of material collected for recycling by weight, volume, or counts and report on contamination levels. Waste Management Amount of material:

Contamination:

City Public Works Department

- Prepare a report on the program including strategies used, amount of material diverted, comments and suggestions from participants and future recommendations.
- Share the results with event organizers. Margaret Lara, Waste Management
- Security deposit of \$\frac{1}{2} \frac{1000.00 \text{ must be submitted prior to the event.}}

Last return January 2016 Craig Allen will be city contact for all

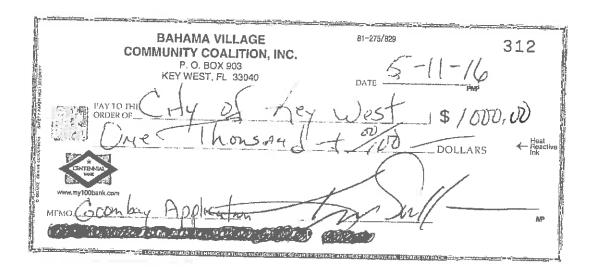
Security deposit returned: recycle concerns

For more information about event recycling and waste reduction, contact Waste Management at

305 296-2825



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.



\$275.00

Licy of May West

LUSTUMEN RECEIPT

Tender Decails:

lender lype: UK lender Ambunt: 11,000.00

Kecespt Headers

Cammier id: KEYWESTI\Ammods Receipt Date: 5/19/2016 2:09:56 PH Receipt Humber: 12793

Receipt Details:

Reference (D: 15129 hee Lode Version:

UNUSUAL PAYMENTS - ZZ Originator Keceipt Number: 8 Uriginator Payment Date:

Payment Type: HLL LESH RECEIPTS Transaction Amount: \$1,000.00

Additional Comments: Goumbay 2016

\$1,600.00

ATTACHMENT A

	LICENSE FOR USE OF CITY OF KEY WEST OWNED PROPERTY ELCENSE NUMBER								
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b. THIRD PAI PROPERTY DA		SS:	бав-наД}	u			TY PERSONAL R ACCIDENT	SEE ITEM #10	
10, GENERAL (CONDITIONS (SE	EATTACHED)							
Licenses shall carry (A) COMPREHENSIVE AUTOMOBILE INSURANCE AND VEHICLE LIABILITY INSURANCE FOR OWNED AM) NON-OWNED VEHICLES COVERING CLAIMS FOR INJURIES TO MEMBERS OF THE PUBLIC AND/OR DAMAGES TO PROPERTY OF OTHERS ARISING FROM USE OF MOTOR VEHICLES INCLUDING ONSITE AND OFFSITE OPERATION WITH LIMITS OF ONE MILLION DOLLARS EACH OCCURRENCE AND THREE MILLION DOLLARS ANNUAL AGGREGATE (B) COMMERCIAL GENERAL LIABILITY COVERAGE INTHE AMOUNT OF I AND 2 MILLION DOLLARS ANNUAL AGGREGATE FOR THE TERM OF THE LICENSE. LICENSE IS FURTHER SUBJECT TO THE PROVISIONS IN ATTACHMENT BAND C.									
HEIMMIN	A STRAIN LINGS	WHEN I DANNE							
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FOR BY NAME AND ITILE SIGNATURE		DATE							
CTTY OF KEY WEST	MR JIM	SCHOLL, CIT		ER			SIGNATURE		
LICENSEE.									

IF LICENSEE IS A CORPORATION, ATTACH CERTIFICATION OF SIGNATURE

ATTACHMENT B: GENERAL CONDITIONS

- a. The Licensor hereby grants to the Licensee the light to use de 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 dots not warrant or represent that the property is safe or suitable for the purpose for which Licensee Intends to use it, sad Licensee assumes all risks in its use.
- $\dot{\mathbf{d}}$. This License shell be neither assignable nor transferable by the Licensee
- C. If utilities and services are furnished to the Licensee during License period, the Licensee shall relimburse the Licensor for the cost thereof as determined by the Licensor In accordance with applicable statutes and mi regulations.
- f. The Licensee, at its own cost and expense shall protect, maintain, and 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 mimed daring the period of Licensees um The amount of Nen% to be borne by the Licensee shall be determine by porrating 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 protated further if the Item of long-terse maintenance did not eccrue in its entirety during the Licensees use. Upon a determination by the Liceosor that the necessity exists for an expenditure of funds for maintenance, protection, preservation Of repair, the Licensee shall pay to the Licensor its proportionate share on demand.
- g. Np additions XI, or alterations of the premises or %conties shall be made without the prior consent of the Licensor. Upon revocation or surrender of this Licensor, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and irroprovenienta made, or installed, and restore the premises or facilities to the some, 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 incred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licenser. The Licensee shall sot 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 lee fact covered by insurance mid not customarily covered by insurance in the locality in which the premises are situated Nothing contained herein, however, shall relieve het Licensee of liability with respect to any loss or damage to the premises, not raily compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due dilligence, on the pert of the ticensee all insurance asquind for the licensee on the premises shall be for the

the premises shall be for the protection of 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 psyclic clause leading substantially as follows: "Loos, if any, under this policy shall be adjusted with (Name of Licensee) and the City of Key West and the Precesses shall be payable to the City of Key West". In the event that any hem or part of his premises or facilities shall

require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, 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 Dty of Key West for such loss or damage, or rebuild, replace or repair the item or items of the premises of facilities so lost or damaged, as the Licensor may elect. If the oast of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such lass or damage, tic Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor, is the, event the Licensee shall have effected any repair, rebuilding or replacement,

Illiffiefe OT Applicant

which the Licensee is required to effect pursuant to this paragraph, the Licenser shall direct payment to the Licensee of so much of the proseeds of any insmance tarried by the Licensee and made available to the City of Key West on account of loss of or damage 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 refilled 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 rfom all Hability or otherwise, for death or injuyr 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 covering bodily injuries and tNrd party property damage shall contain en endorsement readilr; substantially as follows "The insurer waives any right of subrogation against the City of Key West which might arise by reason of arm payment made under this policy." This indemnity shall survive the expiration of this License.
- j.All err/unmet required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or apporve. A certificate of inswance or a certified copy of each policy of insurance taken out bereunder shall be deposited with the Licensors local representative prior to IOC of the premises and facilities. The Licensee agrees that not less due thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a ecrtificate of insurance or a certified copy of each renewal policy to cover the same risks.
- k. The licensee W01180113 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 stal give the City of Key West the right to annul this License or its discretion to recover time 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 hose fide established commercial or selling agencies maintained by the Licensee for the purpose of timing business.
- In connection with the performance of work under this License, the
 Liceasee agrees not to discriminate against any employee or
 applicant for employment because if race, religion, color, or
 national mien. sees disability, ancestry, sexual oriereation, geodes
 identityor expression, marital status, parenali status or source of
 income. The aforesaid provision shell include, but not be limited
 - to, the following employment, upgngling, demotion, or transfer recruitment or recruitment advertishin layoff or termination; rates of pay or other forms of compensation; and selection for training, incloding apprenticeship. The Licensee agrees to post hereaftes mapple: Opus places available for employees and applicants for employment, notices to be provided by the Licenser setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all accontract hereunder, except Subcontracts for standard commercial supplies or raw materials.
- m. All activities authorized hereunder shall be subject to such rules 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.
- IL. The taws of the State of Florida shall govern the validity of this 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 \$ refundable deposit and a 1 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

- Licensee may not stay overnight on City of Key West property without prior approval by Licensor.
- 15. Entrance to City of Key West buildings is not authorized.
- 16. No alcoholic beverages/non-prescription drugs or rood may be brought onto or sold on Licensor's property without prior approval from the City Commission.
- 17. Licensee must provide own portable toilets.
- 18. No trash may be letf 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 NOAH.
- 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.
- 23. 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 policies 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 beyond license dates.
- 27. Licensee may be 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 REQUIRING ACCESS

TO UTILIZE THE TRUMAN
WATERF!!ONT PROPERTY MUST NAVE A
SIGNED LICENSE FOR USE OF THE
PROPERTY PRIOR TO THE SPECIAL EVENT
RESOLUTION GOING TO CITY
COMMISSION

PLEASE CONTACT DOUG ; RADSHAW AT 305-809-3792 TO SCHEDULE THE EVENT AND OBTAIN A LICENSE



Parking Requests for Special Events

Please describe any Special Event Parking requests below:



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 jwilkins(ai,keywestcity.com

(305) 809-3855 jwilkins@keyvyestcity.com

Special Event Checklist Everything must be checked off before

submitting the special event application

X	TITLE	COMMENTS
V	Special Event Application	Complete
√	Noise Exemption (If applicable)	Attached
V	\$50.00 for Noise	Attached
✓	Ordinance initialed	X
V	Recycling checklist completed	X
V	Recycling deposit \$1,000.00	X
V	Recycling Plan	Waste Management
V	Authorization Letter for continuous cleaning of recycled area	City Public Works Dept.
	Signatures of No Objection of Street closure (If applicable)	Attached
	Insurance naming the City as additional insured	Fantasy Fest
	Financial of previous event (If applicable)	Not Required
	Release & Indemnification Form	X
- 1	Site Map (where barricades, stages, etc are o go)	X
√	Letter from nonprofit that states they will be receiving the funds	X







City of Key West

City Hall Green Street

Key West, Florida,

Re: Goombay 2016 Noise Ordinance Exemption and Petronia Street Closing Request

Dear City Manager,

The Bahama Village Community Coalition is asking once again for you to place our request for a street closer and noise ordinance exemption for us to host the 36th annual Key West Goombay Festival on Petronia Street, Friday, October 21 and Saturday, October 22nd, 2016 from noon - mid night both days on the consent agenda for the city commissioners to consider. We would also like to request an automatic renewal for the next three years unless either party has concerns going into the next calendar year.

Respectfully yours,

Chairman BVCC

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Not For Profit Corporation

KEY WEST GOOMBAY FESTIVAL, INC.

Filing Information

 Document Number
 N01000003521

 FEI/EIN Number
 23-7621477

 Date Filed
 05/21/2001

State FL Status ACTIVE

Last Event REINSTATEMENT

Event Date Filed 02/24/2012

Principal Address

Coral City Elks Lodge nO. 610 1107 Whitehead Street KEY WEST, FL 33040

Changed: 04/12/2016

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

1200 1ST STREET D5 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 Treasurer

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

Title Non Profit

Coral City Elks lodge No.610 1107 Whitehead Street Key West, FL 33040

Title Event Organizer

Bahama Village Community Coalition 409 Balido Street Key West, FL 33040

Annual Reports

Report Year	Filed Date
2014	06/23/2014
2015	02/23/2015
2016	04/12/2016

Document Images

<u>04/12/2016 ANNUAL REPORT</u>	View image in PDF format
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-Profi	it View image in PDF format
	Copyright © and Privacy Policies
	State of Florida, Department of State



THE CITY OF KEY WEST

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

RELEASE AND INDEMNIFICATION
Key West Goombay Festival, Inc.
Goombay 2016
October 21 & 22, 2016

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, guests, 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 employees,

Maria Ratius
Signature of Witness

Maria Ratius

Print Name

5-11-16

Date

Date



KEY WEST FIRE DEPARTMENT FIRE MARSHAL'S OFFICE

Please Check All That Apply To This Event

Cooking

Deep Frying/Open Flame

Charcoal Grill

Gas Grill

Food Warming Only

- O Catered Food
- O Plan for Cooking Oil Disposal No Cooking on Site

Electrical Power

Generator

0 110 AC with Extension Cords

DC Power

Road Closure

Map of Closed Road with Fire Lane & Vendor Booth(s) Locations

Tents (More Than 200 SqFt.)

Flame Resistance Certificate 0 Size, Type, Location of Tent(s)

Food Booths

Food Booths - Total #

Vendor Booths --- Total #

O Total Number of Booths -

<u>Parade</u>

O Floats — Total #

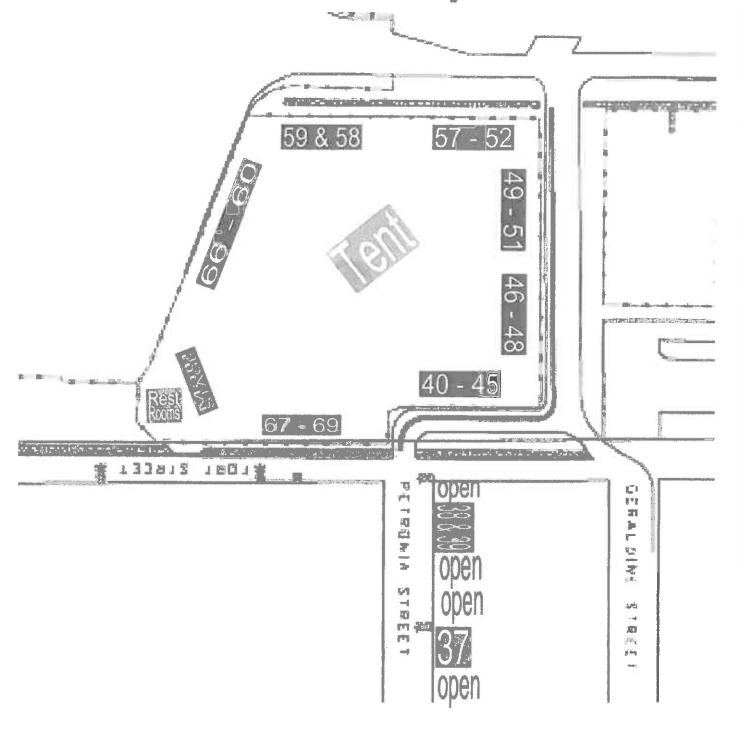
2016 Goombay Map Duval St - Terry Ln

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2016 Goombay Map Inside Goombay Park



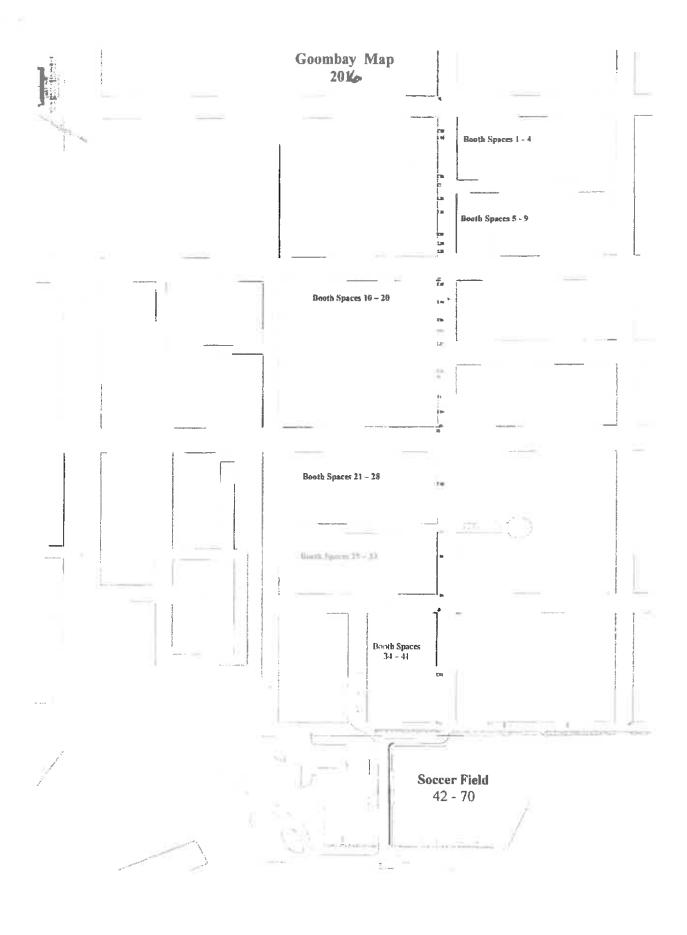
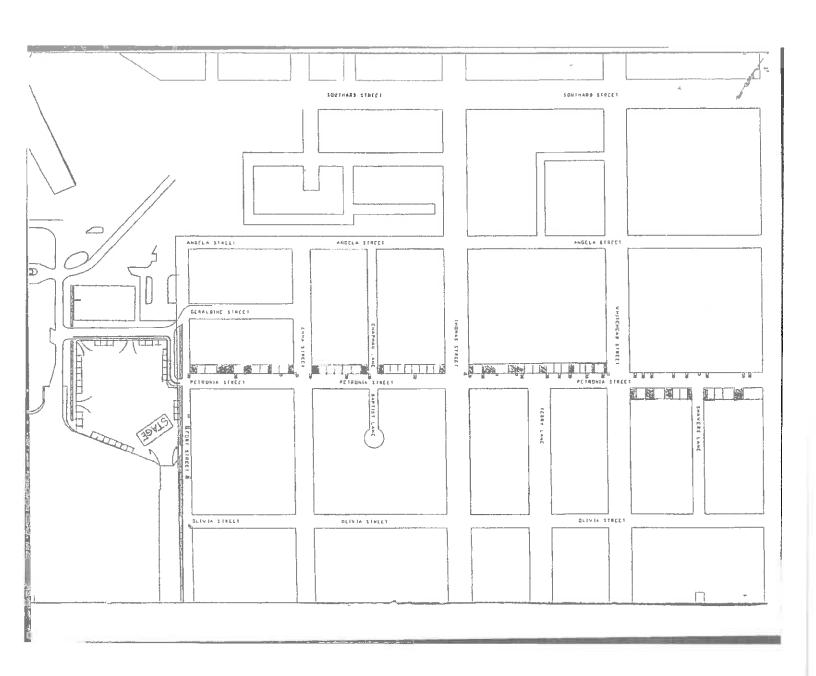


Exhibit (A) Goombay Map 2014 Booth Spaces 1 - 4 Booth Spaces 5 - 9 Booth Spaces 10-20 Booth Spaces 21-28 Booth Spaces 29 - 33 Booth Spaces 34-41

Soccer Field 42 - 60





CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

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WE THE UNDERSIGNED RESIDENTS OF KEY WEST, FLORIDA/BAHAMA VILLAGE AGREE AND SUPPORT THE KEY WEST GOOMBAY FESTIVAL COMMUNITY COALITION,, INC. HOSTING, COORDINATING, AND DIRECTING ALL ASPECTS OF THE GOON/BAY FESTIVAL—

<u>NAME</u>	<u>ADDRESS</u>	
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WE THE UNDERSIGNED RESIDENTS OF KEY WEST, FLORIDA/BAHAMA VILLAGE
AGREE AND SUPPORT THE KEY WEST GOOMBAY FESTIVAL COMMUNITY
COALITION, INC. HOSTING, COORDINATING, AND DIRECTING ALL ASPECTS OF
THE GOON!BAY FESTIVAL—

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WE THE UNDERSIGNED RESIDENTS OF KEY WEST, FLORIDA/BAHAMA VILLAGE AGREE AND SUPPORT THE KEY WEST GOOMBAY FESTIVAL COMMUNITY COALITION,, INC. HOSTING, COORDINATING, AND DIRECTING ALL ASPECTS OF THE GOON BAY FESTIVAL-

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WE THE UNIDERSIGNED RESIDENTS OF KEY WEST, FLORIDA/BAHAMA VILLAGE AGREE AND SUPPORT THE KEY WEST GOOMBAY FESTIVAL COMMUNITY COALITION, INC. HOSTING, COORDINATING, AND DIRECTING ALL ASPECTS OF THE GOON!BAY FESTIVAL—

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INCOME:

Vendor Booth Contract:	\$30,000
Loan from Glenwood Lopez:	\$5,000
Loan from Kenny Sullivan:	\$500
Miscellaneous Income:	\$26,554

TOTAL INCOME: \$62,054

EXPENSES:

KWFD/Ambulance	\$3,640
KWPD	\$10,760
Waste Management	\$1,150
Recycling Deposit	\$1,000
Noise Ordinance	\$50.00
City of Key West Public Works	\$9,051.60
Miscellaneous Expenses:	\$42,766.12

TOTAL EXPENSES: \$68,417.72

BALANCE: -6,363.72