#### RESOLUTION NO. 14-187

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE ATTACHED AGREEMENT BETWEEN THE CITY OF KEY WEST, FLORIDA, AND SUPER BOAT INTERNATIONAL PRODUCTIONS, INC. FOR THE CITY OF KEY WEST WORLD CHAMPIONSHIP RACE FROM 2014 THROUGH 2018; AUTHORIZING THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY PROPERTY/RIGHTS-OF-WAY AT THE TRUMAN WATERFRONT PARK BY NOT-FOR-PROFIT ORGANIZATIONS TO BE SELECTED BY SUPER BOAT INTERNATIONAL PRODUCTIONS, INC.; AUTHORIZING THE CITY MANAGER TO ISSUE A LETTER OF NO OBJECTION TO THE DEPARTMENT OF BUSINESS AND REGULATION, ALCOHOL AND TOBACCO DIVISION FOR THE SALE OF ALCOHOLIC BEVERAGES EACH DAY BY NOT-FOR-PROFIT ORGANIZATIONS ON PUBLIC PROPERTY; GRANTING AN EXEMPTION FROM THE NOISE CONTROL ORDINANCE PURSUANT TO SECTION 6-86 OF THE CODE OF ORDINANCES DURING THE BOAT RACES; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED by the City Commission of the City of Key West, Florida, as follows:

- Section 1. That the attached Agreement between the City of Key West and Super Boat International Productions, Inc. is hereby approved. The City Manager is hereby authorized and directed to execute the Agreement on behalf of the City of Key West, and the City Clerk is hereby authorized and directed to attest to his signature and affix the Seal of the City thereto.
- Section 2. That pursuant to Section 18-86 of the Key West Code of Ordinances, permission is granted to allow the sale of alcoholic beverages within the Truman Waterfront Park.
- Section 3. That the Association is hereby granted an exemption from the sound control ordinance under Section 6-86 of the Key West Code of Ordinances for an event that will take place at the place and time as herein described.

Section4. That the City Manager is hereby directed to issue letters of no objection to the Department of Business Regulation, Alcohol and Tobacco Division, for not-for-profit organizations each day to sell alcohol on private property

Section 5. That Super Boat International Productions, Inc. shall designate and identify the placement of all boats and vendors in accordance with the Truman Waterfront Park Master Plan, and its boundaries.

Section 6. That Super Boat International Productions, Inc. will adhere to the recycling plan of the City of Key West and that (1) recycling container for every one (1) trash barrels will be used and that they will be placed side by side.

Section 7. That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this <u>lst</u> day of July, 2014.

Authenticated by the presiding officer and Clerk of the Commission on, 2nd day of July, 2014.

Filed with the Clerk on 2nd day of July, 2014.

Mayor Craig Cates

Yes

Vice Mayor Mark Rossi

Commissioner Teri Johnston

Yes

Commissioner Clayton Lopez

Yes

Commissioner Billy Wardlow

Yes

Commissioner Jimmy Weekley

Yes

Commissioner Tony Yaniz

Absent

CRAID CATES, MAYOR

CHERYL SMITH, CHY CLERK

#### AGREEMENT

THIS AGREEMENT is made by and between the CITY OF KEY WEST, FLORIDA, a municipal corporation, hereinafter referred to as "City" and SUPER BOAT INTERNATIONAL PRODUCTIONS, INC., a Florida corporation, hereinafter referred to as "SBI".

#### WITNESSETH:

WHEREAS, SBI desires to hold an annual event commonly referred to as the Key West World Championship at the Truman Waterfront in the City of Key West; and

WHEREAS, the parties desire to set forth their mutual understanding in a formal Agreement; and

WHEREAS, SBI requires the provision of additional or extraordinary support services from City in order that said the said event may be held in Key West, Florida; and

WHEREAS, this longstanding annual event stimulates significant economic investment in the City of Key West supporting local businesses.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein, it is mutually agreed between City and SBI as follows:

#### 1. Term:

The term of this agreement shall be for five (5) years commencing on the \_\_\_\_ day of \_\_\_\_, 2014, and shall apply to the Key West World Championship activities to be held during the years 2014 through 2018, inclusive.

#### Demised Area:

SBI shall have the use of the Truman Waterfront as shown on the attached Exhibits, hereinafter referred to as the "Demised Area" City reserves the right, upon 180 days notice, to re-locate the event to a comparable sized area in the Truman Waterfront during construction or upon completion of the park improvements. In the event that SBI does not agree with the re-location, SBI shall have the right at its sole option and as its sole remedy, to terminate this agreement, within 30 days of the receipt of the re-location notice.

1

#### 3. A. Use:

- 1) SBI may utilize the Demised Area for the purposes of holding activities consistent with the Key West World Championship.
- 2) SBI shall coordinate its use of the Demised Area with all applicable entities owning properties surrounding the Demised Area such to provide for minimum business disruption. In no circumstance shall SBI's use of the Demised Area negatively affect ingress and egress to the Truman Waterfront. SBI will maintain unimpeded, 24/7, roadway access for staff and visitors to NASKW properties, Eco-Discovery Center/NOAA, and Fort Zachary Taylor State Park.
- 3) SBI will comply with all laws and city ordinances governing use of city property, including but not limited to, consumption of alcohol, noise control and exemptions, and will obtain any and all necessary permits, including special event permits, licenses and/or approvals that may be required.
- 4) Each year, at least 120 days before the event, SBI shall supply the City the schedule of events for that year, which schedule shall become an attachment to this Agreement. Provided, however, the said schedule and related activities shall be in be in substantial conformity with the following:
  - B. Race Village at Truman Waterfront Park, first Sunday through second Sunday of Race Week between 9:00 AM to 5:00 PM (Days 1 8) with race teams arriving at 5:00 AM
    - All boats will be arranged on the leased property in accordance with the map attached hereto as Exhibit "A".
    - All vendors will be arranged on the leased property in accordance with the map attached hereto as Exhibit A".
    - 3.) The entrance gate to the paid parking areas and the parking lots shall be located on the leased property in accordance with the map attached hereto as Exhibit "A".
    - 4.) Security within the Race Village will be provided as determined by the City Manager and Police Chief based on demand for service and prior years'

experience in 2013.

- 5) A manned fire pumper truck shall be staged in the Race Village beginning on Tuesday and through Sunday of Race Week
- B Boat Parade on Duval Street, first Sunday of Race Week (Day 1)
  - The exact route of the procession starting at 4:00 PM and ending at approximately 6:00 PM will be as indicated on the map attached hereto as Exhibit "D".
  - SBI shall contract and pay for law enforcement officers to ensure traffic control and the safety of the participants. The parade procession must have a law enforcement escort vehicle at the front and at the rear of the procession.
  - 3 Security along the parade route will be provided as determined by the City Manager and Police Chief based on demand for service and prior years' experience in 2013.
  - Trash and recycling receptacles shall be placed at the staging area and at suitable locations throughout the parade route to ensure adequate collection.
- C. Welcome Party for U. S. and International Teams at Truman Waterfront Park, Monday of Race Week (Day 2)
  - Please refer to Exhibit "B" for event location on the US Navy Outer Mole Pier. Use of NASKW property by SBI will require the City to enter in a license with the Navy. SBI will be required to follow all requirements of that license.
- D Testing for Race Boats Tuesday, Thursday and Saturday of Race Week (Days 3, 5 and 7)
  - 1. Please refer to Exhibit "A" for locations of boat launch and fueling areas.
  - Please refer to Exhibit "C "for locations of US Coast Guard Sector Key West approved race courses for testing and competition during both good and inclement weather conditions

- Security on the race course to prevent spectator traffic will be provided by the Police Marine Boat if requested by the U.S. Coast Guard.
- Fire Services on the race course will be provided by the Fire Marine Boat if requested by the U.S. Coast Guard.
- Ambulance Service by the City is required on the US Navy Outer Mole during race testing.

## E. Race Day Events, Wednesday, Friday and Sunday of Race Week (Days 4, 6 and 8)

- 1. Please refer to Exhibit "A" for locations of boat launch and fueling areas.
- Please refer to Exhibit "C "for locations of U.S.
   Coast Guard Sector Key West approved race courses for testing and competition during both good and inclement weather conditions.
- Security on the race course to prevent spectator traffic will be provided by the Police Marine Boat if requested by the U.S. Coast Guard.
- Fire Services on the race course will be provided by the Fire Marine Boat if requested by the U.S. Coast Guard.
- Ambulance Service by the City is required on the US Navy Outer Mole during race days.

#### F. Duval Street Party on Friday of Race Week (Day 6)

#### 4. Payment for City Services

Attached hereto as Exhibit "G" is City's good faith estimate of costs for City services for the power boat race events a pproved under this Agreement. It is understood this good faith estimate is based on actual services provided by the City during the 2009 through 2013 Key West World Championship event and the information provided by SBI for the same years as represented in Exhibit "F". In accordance with the labor agreement between the City and the Police Benevolent Association, SBI is obligated to hire City police officers as per Exhibit "F".

- 2) City will provide to SBI an itemized invoice of actual costs incurred for all services rendered in connection with the events approved by this Agreement. SBI will be reimbursed above the annual cap by the City upon presenting evidence of full payment directly for all police and fire services. Reimbursable expenses are limited to fire and police services and cost incurred by the City of Key West Community Services.
- 3) SBI will remit payment to City within forty-five (45) days of invoice date an amount up to the sum of \$35,000.00 for those services itemized on the invoice with the understanding SBI will remit payment directly to all contracted off-duty law enforcement officers and its fire department personnel.
- 4) SBI shall make arrangements for privately contracted clean-up services to assist with the clean-up during the entire power boat race events. These costs will not be reimbursable by the City. Each year thereafter, SBI will be billed in an amount up to the sum of \$35,000.00, and shall increase by 3% each year through 2018 as follows: 2014 \$35,000; 2015 \$36,050; 2016 \$37,132; 2017 \$38,246; and 2018 \$39,393.

The annual fee cap includes all services paid for directly by SBI.

#### 5. Additional Provisions.

- Prior to occupancy by SBI inspections of the park will occur with City of Key West Community Services Director and a representative of SBI documenting existing conditions of the park. At the conclusion of the event and within 10days, an inspection of the park will occur noting changes to those documented conditions or any new conditions A written report will be provided to the City Manager.
- The City department spokesperson or contact person providing the services shall immediately advise the City Manager of the action to add extra labor or equipment
- 3) SBI will provide portable toilets to be available to event attendees during all events, as required by the city manager or designee. These costs will not be reimbursable by the City
- 4) City will provide extra trash receptacles for use during the events SBI shall pay costs for extra pick-ups and disposal charges for the referenced

trash receptacles. These costs will not be reimbursable by the City. Cardboard trash receptacles are not permitted. In each instance that result in closure of a street, SBI shall provide additional garbage cans. SBI will arrange for private trash and recycle receptacles for both the Truman Waterfront and US Navy Outer Mole Pier.

- 5) SBI will adhere to the recycling plan of the City of Key West, which provides that one (1) recycling container for every one (1) trash barrel will be used and that they be placed side by side.
- 6) City will provide clean-up crews to remove all litter during race days only on the outer mole, event with costs of said clean-up to be paid by SBI, as provided for in Exhibit "G" of this Agreement.
- 5BI will pay City for electric services as estimated by the City or Keys Energy no later than 45 days after Key West World Championship ceases use of the Demised Area each year of the event.
- 8) No vendors are permitted in the pedestrian right-of-way or allowed to block any intersections or parking lots in the Truman Waterfront Park, US Navy Outer Mole Pier, or Eco-discovery Center/NOAA facility at any time and are subject to relocation or removal by the City.
- Outside of the Truman Waterfront, SBI agrees to keep one lane of all streets open at all times during the events to allow access to any areas of the streets for emergency vehicles. Within the Truman Waterfront, two full lanes of traffic will be maintained through the park.
- 10) SBI will be responsible for any damage to City property as a result of the event. SBI will repair damage at its own sole cost and expense to pre-event conditions.
- SBI may begin using the Truman Waterfront Park starting on the Monday prior to the race week and ending the Friday following race week.
- 12) The City will block cruise ships on race days and race testing days at the US Navy Outer Mole Pier. The City cannot block out cruise ships at the privately owned Pier B or publicly owned Mallory Square Pier.
- 13) The key contacts for the City to this agreement are the City Manager, Assistant City Manager of Operations, and

Director of Port and Marine Services.

14) SBI will provide the City with a race schedule at least 120 days prior to the event for discussion and approval as relates to the use of the Truman Waterfront Park and U.S. Navy Outer Mole Pier. See Exhibit "J".

#### 6. Security Deposit

SBI agrees to provide a security deposit in the amount of \$5,000.00 at least thirty (30) days prior to the event each year for the faithful performance of all repairs necessary due to damage caused by SBI, it's agents, employees, invitees. The parties agree to walk through and inspect the premises before and after the event to confirm exact condition of the premises and any necessary repairs.

### 7. Insurance and Indemnity Requirements. SBI shall:

- a) Provide comprehensive liability insurance insuring itself and City against all claims of damages or injury to persons or property arising for any reason as a result of the activities associated with events permitted by City The insurance policy shall be written by a solvent insurance company in good standing and shall provide a minimum of \$2,000,000 coverage for bodily injury arising out of one incident and \$10 Million Dollars aggregate along with a minimum of \$2,000,000 products aggregate and a minimum \$300,000 fire damage/legal. This policy shall show City as an additional named insured and a copy shall be provided to the Special Events Section of the City Manager's Office no later than three weeks before the first event.
- b) To the fullest extent permitted by law, SBI expressly agrees to indemnify and hold harmless the City of Key West and their respective officers. directors, agents, and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property caused in whole or in part by any act, omission, or default by SBI, or its subcontractors, material men, or agents of any tier or their employees, arising out of this Agreement or its performance, including any such damages caused in whole or in part by any act, omission, or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive

damages are caused by or result from the acts or omissions of SBI, or its subcontractors, material men, or agents of any tier or their respective employees.

#### 8. Assignment and Hypothecation

This Agreement is not transferable or assignable, except as provided by Resolution of the Key West City Commission.

#### 9. Default, Remedies

In the event that SBI fails to comply with the terms of this agreement, the City shall have the right to terminate the Agreement upon thirty days written notice which shall be delivered pursuant to Section 10 hereof.

#### 10. Independent Contractor

SBI is an independent contractor with respect to the City. No employee or agent of SBI shall be entitled to the wages or benefits of an employee of the City of Key West.

#### 11. Notice

All notices, demands, or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to this Agreement to the other, shall be deemed to have been fully given or made or sent when made in writing and received by hand delivery or Certified mail with sufficient postage pre-paid thereon to carry it to its addressed destination and addressed as follows:

To City:

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

To SBI:

John Carbonell 1323 20<sup>th</sup> Terrace Key West, FL 33040

The address to which any notice, demands, or other writing may be given or made or sent to any party mentioned above may be changed by written notice.

#### 12. Severability

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be impaired thereby, but such remaining provisions shall be interpreted and enforced so to achieve, as near as may be, the purpose of this Agreement to the extent permitted by law.

Governing Law.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

14. Entire Agreement.

This Agreement sets forth all the covenants, promises, agreements, and understandings between the City and SBI. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the City or SBI unless reduced to writing and duly executed by both parties.

IN WITNESS WHEREOF, SBI and City hereby accept and agree to abide by the terms and condition set forth herein, and have hereunto executed this Agreement, this 11 day of July 2014.

CITY OF KEY V

SHAGN SMITH, CITY MANAGER

CHERYESMITH CLERK

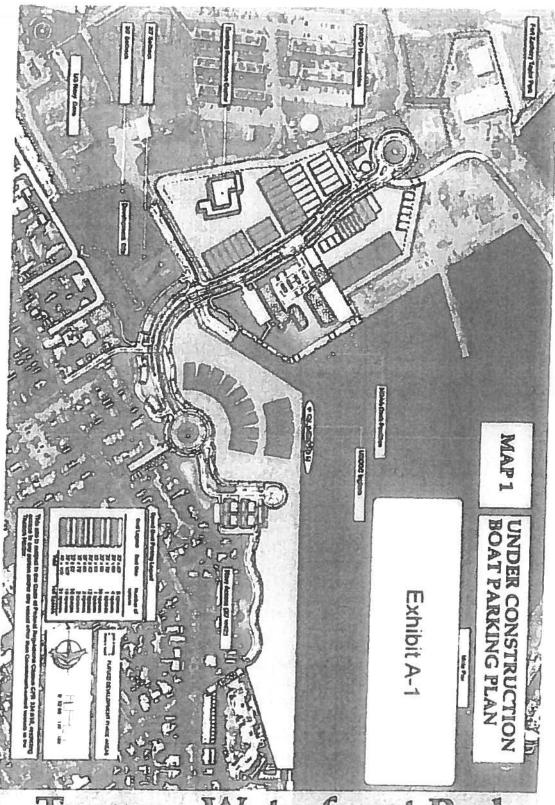
SUPER BOAT INTERNATIONAL PRODUCTIONS, INC

JOHN-CARBONELL, PRESIDENT

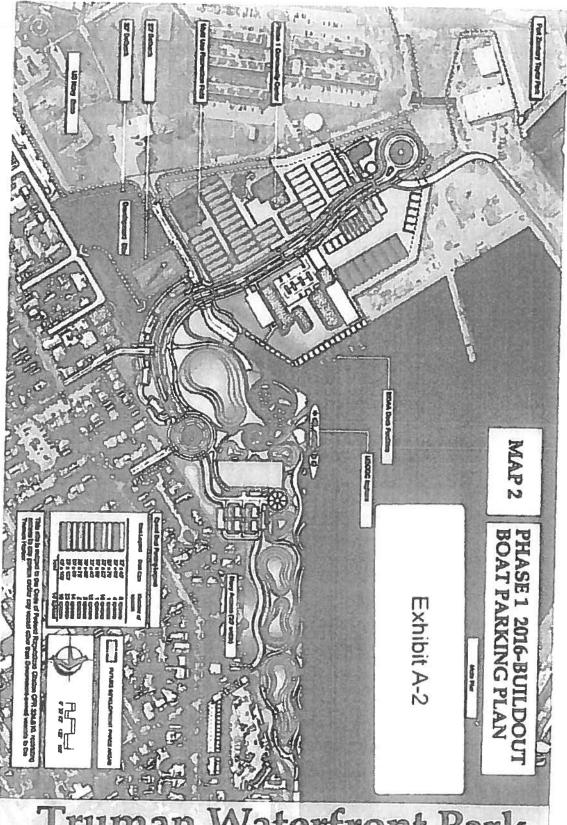
ATTEST:

Secretary Control

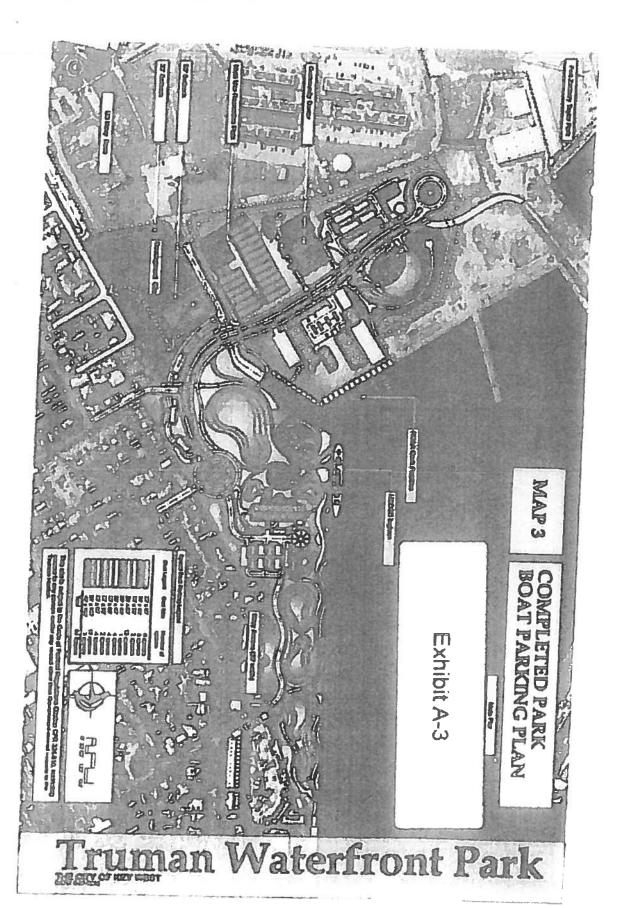
#### Exhibit "A" Demised Area

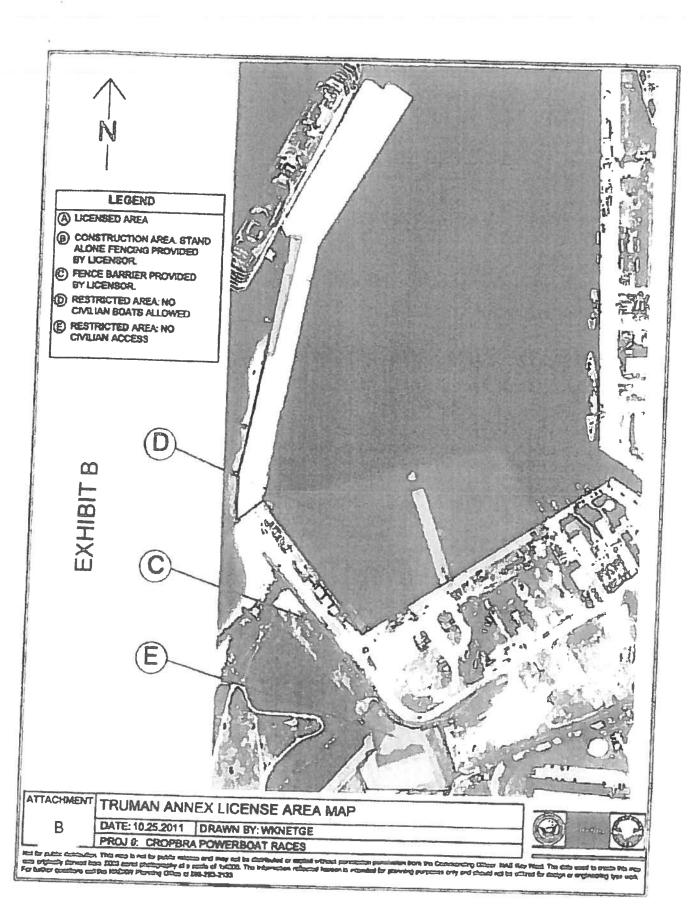


Truman Waterfront Park



Truman Waterfront Park







# KEY WEST WORLD CHAMPIONSHIP

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<u>RACE COURSE</u> WEDNESDAY, 11/6/13 FRIDAY, 11/8/13 SUNDAY, 11/10/13

Race Course

**EXHIBIT C** 

Event Sanctioned by: Super Boat International Productions, Inc.



September 16, 2013

**EXHIBIT D** 

Bob Vitas Key West City Manager 3126 Flagler Avenue Key West, Fl 33040

Dear Mr. Vitas,

The Conch Republic Offshore Powerboat Association is requesting to have a moving boat parade on Duval Street on November 3, 2013 starting at 4:00PM the route is.

Start: Exit Truman Waterfront (Annex) - Southard Street Gate to

Whitehead Street - Right (going South) to

United Street - Left to Duval Street - Left go North to Front Street - turn Left on Front Street to Whitehead Street - Left go

South to Southard Street - Right and

Finish: Back into Truman Waterfront (Annex)

Thank you in advance for your assistance in this matter.

Sincerely,

Larry Bleil, President Conch Republic Offshore Racing Association

# CONCH REPUBLIC OFFSHORE POWERBOAT **ASSOCIATION PARADE EXHIBIT D** TRUMAN WATERFRONT START & FINISH



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

#### **EXHIBIT E**

Super Boat International Productions, Inc. 2014 through 2018

#### REQUIREMENTS FOR THE

#### **EMPLOYMENT OF OFF-DUTY KEY**

#### **WEST POLICE OFFICERS**

Cost for the police officers working special details will be negotiated between the Police Special Event Coordinator and SBI. If, for any reason, there is a change in the scheduled reporting time for police officers, you must contact the Police Special Event Coordinator at least twenty-four hours in advance of the scheduled reporting time of the officer(s). Failure to notify the Police Special Event Coordinator within the specified time will obligate SBI to pay the officer(s) the four (4) hour minimum required under the police union contract.

Should the Key West Police Department determine additional security is required, additional officer(s) will be assigned. Costs for any additional officer(s) will be dependent upon the availability of off-duty officers.

EXHIBIT F

Super Boat International Productions, Inc. City Cost
5 Year History

	2009	2010	2011	2012	2013
DEPARTMENTS					
Police	\$25,610.00	\$26,490.00	\$28,672.50	\$34,180.00	\$38,170.00
fire	\$6,930.00	\$5,930 00	\$6,930.03	5 7,200 00	5 7,200,00
Community Services	\$ 884.54	\$1,416.97	\$2,738.49	\$1,115.98	\$ 7,370.00
Land Lease	\$ 5,000.00	\$5,000.0	\$5,000.00	\$5,000.00	\$ 5,000.00
Total	678 424 54		***		
	\$38,424.54	\$39,836.97	\$43,340.99	\$47,495.98	\$57,740.00

EXHIBIT G

Super Boat International Productions, Inc. Race Week City Cost
5 Year Projected Costs against Cap – Good Faith Estimate

	2014	2015	2016	2017	2018
Departments					
Police	539,375 10	\$40,556.35	\$41,773 04	\$43,026 23	\$44,317.01
Fire	\$ 2,224 80	\$ 2,291 54	\$ 2,360 16	\$ 2,430.96	\$ 2,503.88
Community Services	\$ 7,591.10	\$ 7,818.83	\$ 8,053 94	\$ 8,295.55	\$ 8,544.43
Land tease	\$ 5,000.00	\$ 5,000.00	\$ 5,000 00	\$ 5,000.00	\$ 5,000 00
Fueling Cost	\$ 5,191.20	\$ 5,346.93	\$ 5,507 34	\$ 5,672.56	\$ 5,842 74
Total Cost	\$59,382.20	\$61,013.55	\$ 62,694 48	\$ 64,425.30	\$66,208 04
<cap></cap>	\$35,000.00	\$36,050.00	\$ 37,132 00	\$38,246.00	\$39,393 00
Net Cost	\$24,382.20	\$ 24,963.55	\$ 20,055.14	\$26,179.30	\$26,815.04

#### EXHIBIT I

2013 Key West Schedule

Event - 33rd Annual Key West World Champtonships Dry Pits - Trumen Waterbrond Location - 202 Southard Street Key West FL 33040

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Sunday - November 3, 2013
                 9.00 am ill 5.00 pm Rack Village Oper in Nack Boots on Olapha, Troman Water ont End of Southold S
                  6 60 am. 3 00 cm Racel Registration, Trumon Waterfrom
                 # 00 ani - 1 00 pm Passer - Creder at: Trumpo vising por figurace
                 4 Cf. cm Bool Perace Dave Street
               BRONGSY - NOVEMBER 4, 2013
6 30 on MANDATORY DRIVERS MEETING No. West Klamon Beachs de Hotel 3541 N Roosevel B
              9 00 am - 5 00 pm Race Pegal Inspection | Truman Waterfront
11 00 pm Race Repail Race United the State of Both Control of State o
             17:00 pm. 4 DO pm: Walter Dunkers Test. Florida keys Community Catego: 5931 College Rd. Stock Is. 10:6:00 pm. 4:00 pm. Welcome Party U.S. & International Teams. Trumph Waterfront. Party Past. Guest C. p. 10:00 pm. Waterfront.
               Tuesday - November 5 2013
              9 00 am - 5 00 pm Rate East Inspetting Truman Waterfront
             8 00 cm - 5 00 cm Launching Trums - Waterfort
             9 00 am - 5 00 pm Race Village Open - Race Boats on Display Truman Waterfront
             9 00 am - 5 00 pm Rocer Registration Fruman Watariton;
8 00 am - 5 00 pm Passes - Crotenbols Truman Wateriton; Entrance
             9 00 am - 5 00 jun Testing for Race Boats. Off Trumph Waterfront
             10.00 am -2.00 pm Water Test / Dunkers Floride Keys Community College - 5901 College Rd. Stock Island
10.00 am -5.00 pm Race Boat Fueling - Truman Waterfront
            Wischesday - Movember 6, 2013 - Race Day #1
           6 30 am 7 30 am Racer Physicals Truman Waterfront Registration Terri
7 00 am - 4 00 pm Pascers – Cresentials Truman Waterfront Engance
           7.00 pm - 4.00 pm Pascer - Credentias: Truman Waterbort Entrance
7.00 pm - 5.00 pm Race V-Lope Open - Race Boots on Disclay Truman Waterfront
7.00 pm - 5.00 pm Launch & Recovery of Race Boots: Truman Waterfront
7.35 pm Race Morning Drivers Meeting: Truman Waterfront Registration Tent
8.00 pm - 1.00 pm Race Boot Fueling: Truman Waterfront
          Regulation CLOSED
9 00 am FAA Métering Island Cay Flying Service
18 00 am Stan of 1st Race - Off Trumon Waterhant
           11 30 am - 12 30 pm Harbox Open for Commercial Traffic
         12 20 pm Boats Proceed out for 2nd Race
12 30 pm Start of 2nd Race - Off Truman Waterfront
          1 45 pm Boats Proceed out for 3rd Race
        2.00 pm Start of 3rd Rabe = Off Trumen Waterfront
Thursday - Hovember 7, 2013
9.90 pm Launching Trumen Waterfront
       8 00 cm - 5 00 pm Launchung Truman Waterbreit
8 00 cm - 5 00 pm Race Vittige Open – Race Boats on Display Truman Waterboot
       9 00 pm 3 00 pm Roce: Registration Truman Waterfront
9 00 pm 5 00 pm Passes Gredenhals Truman Waterfront Envance
9 00 pm -5 00 pm Testing for Race Boots Off Truman Waterfront
         10,00 am - 5 00 pm Race Bost Fuebing. Truman Waterfront
        Friday - November 8, 2013 - Race Day 82
      5 30 am - 7:30 cm Race: Physicals Truman Waterfrod Registration Ten
    5.35 and Plan immunicing projects. Traman Waterfront Registration Tent.
7.35 am Race Morrish Drivers Mecong - Fransan Waterfront Registration Tent.
7.00 am - 5.00 pm Race Visinge Open - Race Boats en Display Traman Waterfront.
7.00 am - 5.00 pm Passes - Gredentials Traman Waterfront Entrance.
7.00 am - 5.00 pm Lauder, & Recovery of Race Boats. Traman Waterfront.
8.00 am - 1.00 pm Race Boat Fueling. Traman Waterfront.
8.00 am - 5.00 pm Race Boat Fueling. Traman Waterfront.
8.00 am - 5.00 pm Race Boat Fueling. Traman Waterfront.
8.00 am - 5.00 pm Race Boat Fueling.
     9 00 am FAA Meeting Island City Frying Service
10 00 am Start of 1st Race - Off Truman Waterfluin
    11.30 pm - 12.30 pm Harbor Open for Commercial Traftic
12.20 pm Spats Proceed out of 2nd Race
17.30 pm Steri of 2nd Race – Off Truman Waterhors
     1 45 pm Boars Proceed out for 3rd Race
    2 M. pm Start of 3rd Race - Off Troman Waterfront
      DE pri - 1100 pri D.A.E Street Party
    Seazday - November 9, 2013
   9 00 am - 3 00 pm Racel Registration Truman Waterfront
  9 OJ am 5 90 pm Hade Megistration Truman Waterfrom
9 OJ am 5 90 pm Hade Midge Open Rade Bodu on Creptay Truman Waterfrom
9 OJ am 5 90 pm Hade Widge Open Rade Bodu on Creptay Truman Waterfrom
9 Ol am 5 90 pm Pastes - Credentials Truman Waterford Entransis
9 OL am 5 90 pm Yearing for Rade Boats On Truman Waterford
  19 03 am - 5 00 pm Race Boat Fueling Trumon Waterton'
Sunday - November 10, 2010 - Race Day 83
6.30 am. F.X. art Receiver Prysicals. Triuman Waterfrom Registrator Teni.
1.36 am Rece Woming Dissert Meeting Trumum Waterfrom Registrators Tent.
1.00 am. 5.00 pm Receiverage Open. Race Boats or Dissely. Trumon Waterfrom
1.00 am. 4.00 am. Passer. Credentium Trumon Waterfrom Entrance.
1.00 am. 5.00 pm Launch & Receiver of Race Boats. Trumon Waterfrom
1.00 am. 5.00 pm Race Boat Foeling Trumon Waterfrom.
1.00 am. 1.00 pm Race Boat Foeling Trumon Waterfrom.
9 00 at FAA Meeting It land City Flying Service
10 00 at Start of 1st Rate - OB Trumor Waterlant
11 30 pm - 17 J0 pm Horbor Open to Ecoanicical Traffic
17 Ri sm Boats Proceso pur for 2nd Race
17 33 pm Start of 2nd Race | Ort Framer Walnut en
1 45 pm Spats Proceed out for tird Race
2 00 of Staniol Bio Rate - Of Trumph Waterlies :
e Ouron distribution master mount and knapenson.
I Dition i B (O pim Race Award Pracemonom Aer Welv Marriott Beanne 26 Mole i Figur i Films i Grain C.C.).
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#### TRUMAN WATERFRONT ADVISORY BOARD 4/22/2014

#### Action Item 1

Agreement between the City of Key West, Florida and Super Boat International Productions, Inc. (SBI) for the City of Key West World Championship Race from 2014 through 2018

Passed on a 4-2 vote with the following amendment and concerns:

#### **Amendment**

Prior to occupancy by tenant an inspection of the park will occur with City of Key West Parks Director and a representative of SBI documenting existing conditions of the park. At the conclusion of the event and within 10-days, an inspection of the park will occur noting changes to those documented conditions or any new conditions. A written report will be provided to the City Manager.

#### Concerns

- Language protecting the park and repairing the park should be strengthened,
- Clarification should be provided on who pays for services and who is responsible for services,
- References to ordinances and legal names should be reviewed for accuracy,
- · Section 4c, last paragraph should be clarified,
- Language maintaining of ingress and egress through the park, especially to the Navy properties, Eco-Discover Center/NOAA and Fort Zachary Taylor should be strengthened,
- Section 5h, two way traffic should be maintained through the park,
- Section 10, language should be added that prevents SBI from binding the City to any contracts.
- TWAB request that agreement be reviewed again by the City's legal department.



#### THE CITY OF KEY WEST

Prof Office Bay 1409 Key West, FL 33041-1409 (305) 809 3888

Bahama Village Goombay Festival, Inc
Goombay Event
Friday & Saturday
October 19th & 20, 2014
12:00 noon to 12:00 midnight
Petronia Street between Duval & Fort Street including
The recreational fields.
Contact Rodney Gullatte at 520-302-4617

Key West Goombay Festival Community Coalition, Inc.
Goombay Event
Friday & Saturday
October 19 & 20, 2014
12:00 noon to 12:00 midnight
Petronia Street between Duval & Fort Street including
The recreational fields
Contact:Glenwood Lopez 770-401-7932

Power Boat International Productions, Inc.
Power Boat Races
Sunday, November 2<sup>nd</sup> through Sunday, November 9<sup>th</sup>, 2014
Boat Parade on Sunday, November 2<sup>nd</sup> at 4:00 p.m. - heading out of the Truman Waterfront, turning right on whitehead, left on United Left on Duval, down Duval to Front, left on Front, left On Whitehead Street and back into the Truman Waterfront Event at the Outer Mole on Monday, November 3<sup>rd</sup>, Races on Wednesday, Friday & Sunday Contact: Larry Bleil at 305 294-6100