305 809 3886

Line 1CITY OF KEY WE

05-06-2010

1/11

APPLICATION FOR A SPECIAL

A STEEL FALL ICVIENT PERMIT
Name of Applicant (S) Met C Rotchill
Address of Applicant(s) 905 17th Derrace
Phone Number of Applicant(s) 305094 2691 Fax: 305 295-2188 mail Ratclife FKAA. Com
Name of Non-Profit (de Din V Lavilla 4th annual (Namorica) (2-8-1
Address of Non-Profit(8) OlDEitting Keywert Halochal Bank Bottball
Phone Number of Non-Profit(s) 315 Schularship Heris Help
Amount or Percentage of Revenue Non-Profit(s) anticipates receiving
Date/Dates of Event Jul 26, 2010
Hours of Operation all Day 8Am - 11PM
Estimated/anticipated number of persons per day
Location of Event Chyview Park / Dewith Softball Field
Street Closed 0
Detailed description of events-Ed Softball Soulunnent to Raise movers
to producting sevior a scholarships
Noise exemption required: Yes V No Lelpout a non
Alcoholic beverages sold/served at event: Yes 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)/permittee agrees to assume full responsibility and liability for and indemnify and hold the City of Key West harmless from and against all 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

5-6-2010

*(Financial statements of the event from the previous year must be attached and submitted along with special event application)

05-06-2010

2/11

CITY OF KEY WEST APPLICATION FOR A SPECIAL EVENT PERMIT NOISE CONTROL EXEMPTION

\$50.00

Date	<u>2-6-2010</u>
Applicant Name Quet CRatcles	
Applicant Address 1905 17th Jurace	
Applicant Phone Number 305 294. 2691 305 304	-3896
10	Lemonal Co-Ed
Event Address/Location Bayliew Hark	10 attal.
Date of Event July 19, 2010	- lavarant
Nature of Event Wild Payser	Journament
Profit Non Profit	4
Time(s) Request for Exemption	
Number of Exemptions at this location this calendar year	
Date of last exemption July 27, 2009	
	••

V#148

ORDINÁNCE NO. 02-29

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 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 APPLICATION TO LIST AN EMERGENCY CONTACT PERSON: AMENDING SECTION ESTABLISH A MINIMUM NON-PROFIT SHARE FOR SPECIAL EVENTS IN WHICH A STREET 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 TO 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 \$500.00 \$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:

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.

A percentage of the revenues of a special event that causes the closing of a city street must be donated to the nonprofit organization and, at the sponsor's option, to additional charities. On the application form issued by the city manager, the nonprofit must state the amount or percentage of revenues it anticipates to receive from the special event. 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 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 Mango's 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. have a non-profit coapplicant or to provide a percentage of revenues to a charitable cause.

(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
this 16th day of October , 2002.
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 21st day of November, 2002.
Filed with the Clerk November 21, 2002.
Jonny Velkley
JIMMY WEEKLEY, MAYOR
ATTEST:
Chery Smith
CHERYL SMITH, CITY CLERK

Line 1CITY OF KEY WE

10:01:09 a.m.

05-06-2010

6/11

RULES AND REGULATIONS FOR USE OF CITY OF KEY WEST PROPERTY FOR 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.
- Application(s) for special event(s) must be in the Office of the City Manager 60 days prior to the event.
- 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
- 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.

 Sponsor's Signature
- 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
- 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
- 7. 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

- S. 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 CCL
- 9. All applications are subject to approval at the discretion of the City Menager and/or City Commission.

 Sponsor's Signature CL
- 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 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 newspaper advertisement. Sponsor's Signature
- 11. The organizer or sponsor of any special event, which requires the provision of 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
- 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
- Any nonprofit organization accepting the waiver provided for by subsection (d) of 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
- 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
- 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.

 Sponsor's Signature

10:01:41 a.m.

05-06-2010

8/11

- 16. Special events may use fog, smoke and bubble machines or any device that emits a mist or spray contingent on Key West Fire Denartment supproval. <u>Approval trust he</u> obtained a minimum of 48 hours prior to the event. The use of confetti or confetti machines is strictly forbidded.

 Sponsor's Signature
- 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 C.
- 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

John T. Davila Softball Tournament Financial Summary

Expense

T-shirts	\$ 620.00	
Bounce house	\$ 100.00	
DJ	\$ 200.00	
Food	donated	
Drinks	donated	
Food GFS	\$ 260.39	
KWHS Basebal Player	\$1000.00	Scholarship to a Senior
Here's Help	\$ 500.00	_
Insurance	Paid by Ro	tary Club
Umpires	\$200.00	

Revenue

Team Registration	\$ 1500.00
Concession	\$ 400.00
Money donated back to	\$ 500.00
Fund from the winner	

\$2400.00

\$2,880.39

Total Profit <480.00>



PUBLIC NOTICE

THIS IS TO NOTIFY YOU THAT JANET RATCLIFF & THE ROTARY CLUB OF KEY WEST (JOHN T. DAVILA SOFTBALL TOURNAMENT FOR A SCHOLARSHIP) HAS APPLIED TO THE KEY WEST CITY COMMISSION FOR A SPECIAL EVENT PERMIT UNDER SECTION 6-86 OF THE CITY'S NOISE CONTROL ORDINANCE. THE APPLICATION IS FOR AN EVENT TO TAKE PLACE ON JUNE 26, 2010 FROM 8:00 A.M. TO 11:00 P.M. AT BAYVIEW PARK WHICH IS LOCATED WITHIN 100 FEET OF YOUR PROPERTY. A HEARING ON THE APPLICATION WILL TAKE PLACE AT THE CITY COMMISSION MEETING ON JUNE 15, 2010, AT 6:00 P.M., OLD CITY HALL, 510 GREENE STREET.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT MARIA RATCLIFF THE CITY MANAGER'S OFFICE AT 809-3881.



Commercial SERVICE AGREEMENT

NON HAZARDOUS WASTES

Renewal Contract		
SIC Code	9999	_

Type of Business Nonclassifiable Establishments

WM of the Florida Keys

125 Toppino Industrial Rd.

RocklandKey, FL 33040 Phone:

Fax:

(305) 296-8297

Account Name:

John T Davila Softball Tournament (In Kind)

Service Address:

Bayview Park

City, Zip:

Key West, FI 33040

County/Parish: Tet #:

Monroe

305-295-2288

Fax #: 305-295-2189

(TITLE)

E-Mail:

Contact: Janet Ratcliff 304-3896 **WM** 75858337

Customer Account No

Reason Code Effective Date

06/25/2010

Billing Name:

John T Davila Softball Tournament (In Kind) (Y)

Billing Address:

Bayview Park

City, Zip:

Key West, Fl 33040

County/Parish: Tel #:

Monroe

305-295-2288

Fax #:

305-295-2189

Contact:

Janet Ratcliff 304-3896

E-Mail:

EQUIPMENT/SERVICE SPECIFICATIONS

- Q17	rreq	OCCUIS	On Call	Size	Equip	Recy	Temp	Lids	Wheels	Locks		Sch	edule & Ro	oute No	٥.		Charge(s)
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SERVICE AGREEMENT NON-HAZARDOUS WASTES

Collection Service Agreement Terms And Conditions

- 1. SERVICES RENDERED: WASTE MATERIALS. Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, provided that Customer has completed a Waste Profile for such Special Waste which has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.
- 2. TERM. The initial term ("Term") of this Agreement is thirty-six (36) months from the Effective Date set forth above ("Initial Term"). This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice (See Section 10) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term.
- 3. SERVICES GUARANTY. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 10), Customer may terminate this Agreement with the payment of all monies due through the termination date.
- 4. CHARGES; PAYMENTS; ADJUSTMENTS. Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within ten 10) days of the date of Company's invoice. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent 18%) per annum or, if less, the maximum rate allowed by law. Company may increase he charges to account for: any increase in disposal, fuel or transportation costs; any thange in the composition of the Waste Materials or increases in the average weight er container of Waste Materials; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price index for the municipal or regional area in which the Service Address is located, increases in charges for reasons other than as provided above require the consent of Sustomer which may be evidenced verbally, in writing or by the actions and practices of the parties.

CHANGES. Changes in the frequency of collection service, schedule, number, apacity and/or type of equipment may be agreed to orally, in writing, or by the actions nd practices of the parties.

EQUIPMENT, ACCESS. All equipment furnished by Company shall remain the roperty of Company; however, Customer shall have care, custody and control of the quipment and shall bear responsibility and liability for all loss or damage to the quipment and for its contents while at Customer's location. Customer shall not verload, move or alter the equipment and shall use the equipment only for its tended purpose. At the termination of this Agreement, Customer shall return the quipment to Company in the condition in which it was provided, normal wear and tear ccepted. Customer shall provide unobstructed access to the equipment on the cheduled collection day. Customer shall pay, if charged by Company, an additional e for any service modifications caused by or resulting from Customer's failure to ovide access. Company shall not be responsible for any damage to Customer's openy, including pavement, subsurface or curbing, resulting from Company's ovision of services hereunder. Customer warrants that Customer's right of way is officient to bear the weight of Company's equipment and vehicles.

UZHORIZED SIGNATURE)

(TITLE)

(DATE)

- 7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of any term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by slx; 2) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining Renewal Term under this Agreement is three or more months. Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance of this Agreement,
- 8. INDEMNITY. The Company agrees to indemnify, defend and save Customer hamless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Materials, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or Its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

- 9. RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.
- 10. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the accurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; and (c) All written notification required by this Agreement shall be by Certified Mail, Return Receipt Requested. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

(AUTHORIZED SIGNATURE)

1098

CONT

TERRITORY NUMBER

(DATE)





Commercial SERVICE AGREEMENT

NON HAZARDOUS WASTES

Renewal Contract SIC Code 9999

Type of Business Nonclassifiable Establishments

WM of the Florida Keys

125 Toppino Industrial Rd.

RocklandKey, FL 33040 Phone:

(305) 296-8297

Account Name: John T Davila Softball Tournament (In Kind) (Y)

Service Address: Bayview Park

Cîty, Zip:

Key West, FI 33040

County/Parish:

Contact:

Monroe

Tel #:

305-295-2288

Janet Ratcliff 304-3896

Fax #: 305-295-2189

E-Mail:

WM 75858295

Customer Account No

Reason Code Effective Date

06/25/2010

NBT

Billing Name:

John T Davila Softball Tournament (In Kind) (Y)

Billing Address:

Bayview Park

Key West, FI 33040

City, Zip: County/Parish:

Tel #:

Contact:

Monroe

305-295-2288

Fax #: 305-295-2189

Janet Ratcliff 304-3896

E-Mail:

EQUIPMENT/SERVICE SPECIFICATIONS

Qty	Freq	Occurs	On Call	Size	Equip	Recy	Temp	Lids	Wheels	Locks		Sche	lule & Ro	oute No.		Charge(s)
6	1	9	Yes	95.00	RLY-PRY	Yes	Yes	Yes	Yes	No	Mon Tue	Wed	Thu[Fri Sat Su	n	\$46.08 RatePer
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Conta	ner bel	nind gat	e or enc	losure?					No		under billing the Charges.	inquiry.	State and	Local taxes, if applica	ble, w	ill also be added to
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SERVICE AGREEMENT NON-HAZARDOUS WASTES

Collection Service Agreement Terms And Conditions

- 1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, provided that Customer has completed a Waste Profile for such Special Waste which has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with
- 2. TERM. The initial term ("Term") of this Agreement is thirty-six (36) months from the Effective Date set forth above ("Initial Term"). This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice (See Section 10) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term.
- SERVICES GUARANTY. If the Company fails to perform the services described within five business days of its receipt of a written demand from Cuslomer (See Section 10), Customer may terminate this Agreement with the payment of all monies due through the termination date.
- 4. CHARGES; PAYMENTS; ADJUSTMENTS. Customer shall pay for the services and/or equipment (Including repair and maintenance) turnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within ten (10) days of the date of Company's Involce. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law. Company may increase the charges to account for: any increase in disposal, fuel or transportation costs; any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located, increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties.
- 5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties.
- 5. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or after the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the icheduled collection day. Customer shall pay, if charged by Company, an additional ee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's roperty, including pavenent, subsurface or curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

QUITHORIZED SIGNATURE)

(TITLE)

(TOTAL)

- 7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of any term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term: 3) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance of this Agreement.
- 8. INDEMNITY. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Materials, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that the Company's Indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged vlolation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising oul of the performance of this Agreement.

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- 10. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acis of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties: (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; and (e) All written notification required by this Agreement shall be by Certified Mail, Return Receipt Requested. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; bowever, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

AUTHORIZED SIGNATORE

TERRITORY NUMBER

(DATE)

Complete Checklist for Event Recycling City of Key West

Identify contact person at the festival responsible for working with recycling. Name of person: 5 MWN Moraus Phone number: 305
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:
Define the amount of recycling containers needed for the festival grounds (based on commodities used at event and where they will be used and discarded. When recyclables are used throughout event, I recycling container for every three trash barrels may be used) Amount of recycling 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: Magazet Lara
Capacity of containers on grounds: Contact person for containers: Phone #: 29/2-2825
recycling containers.
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.
Arrange for emptying of recycling containers during the event – from the containers on the grounds to the large container. Arrangements made:
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.
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
oversee the delivery of containers and placement of signs.
Place recycling containers next to trash cans on the grounds and insert liner bags. All recycling

containers must be adjacent to trash barrels in order to reduce contamination problems.

	Monitor recycling containers for correct usage during the event and take actions to solve prob Problems: Actions taken:
	Actions taken:
	View trash barrels and note any recyclables in the trash. Take actions to solve problems. Actions taken:
	Take photos of event recycling, record data on volumes of recyclables and trash, and ask vendor comments about the program
-	
	nsure that recyclables are removed and taken to the large container when bins are full and that the end of the event remove six and taken to the large container when bins are full and that
A	t the end of the event, remove signs and arrange for their return to owners.
P	t the end of the event, remove signs and arrange for their return to owners. ace recycling containers in the pick-up location, as arranged with the providers of the container
P P	t the end of the event, remove signs and arrange for their return to owners. ace recycling containers in the pick-up location, as arranged with the providers of the container sk the recycling facility to appraise the amount of material collected for recycling by weight
P A V	t the end of the event, remove signs and arrange for their return to owners. ace recycling containers in the pick-up location, as arranged with the providers of the container sk the recycling facility to appraise the amount of material collected for recycling by weight, blume, or counts and report on contamination levels.
P Avo A	t the end of the event, remove signs and arrange for their return to owners. ace recycling containers in the pick-up location, as arranged with the providers of the container sk the recycling facility to appraise the amount of material collected for recycling by weight, hount, or counts and report on contamination levels. Internation:
P Ava	the end of the event, remove signs and arrange for their return to owners. ace recycling containers in the pick-up location, as arranged with the providers of the container sk the recycling facility to appraise the amount of material collected for recycling by weight, dume, or counts and report on contamination levels. mount of material: contamination: epare a report on the program including strategies used, amount of material diverted, comments it suggestions from participants and future recommendations.
P A VOA Co	t the end of the event, remove signs and arrange for their return to owners. ace recycling containers in the pick-up location, as arranged with the providers of the container sk the recycling facility to appraise the amount of material collected for recycling by weight, hount, or counts and report on contamination levels. Internation:

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

305 409 3886

Line 1CITY OF KEYWE

01:44:07:p.m. 02-15-2016

11/24

Recycling Checklist and Final Report:

	T. 4
	Contact person in your group responsible for recycling 4H phone 7973002
	waste hauling contact person to call to arrange for trash and recycling cans // phone Call two weeks prior to event to order cans.
-	Ask waste hauling company WHAT SIZE BAGS you need for the trash and recycling containers.
	Discuss with your group what products you will be using and recycling; aluminum, glass, #1, 2, or 3 plastics, tin, corrugated and regular cardboard. Educate your members working the event WHAT is recyclable so they can monitor
	Have signs printed educating public that this event is RECYCLING and post signs in food and drink areas as well as trast areas.
	Appoint and train members of your group to monitor trash and recycling containers for compliance.
,	Develop PSA's (public service announcements) to be announced during your event so public is aware they are expecte to recycle, and to educate them HOW to recycle (see attached city info sheet on recycling to be attached). As announcements are made applicable the crowd and tell them what a good job they are doing (hopefully they are doing good job!)
	Arrange for pick up of trash and recyclables AND to have each weighed, with stats given you your contact for the final report. Ask also for contamination if trash and recyclables had not been properly separated.
	Develop site plan and layout for your event showing where trash and recycling containers will be located. These should be at food and beverage stations, table and sitting areas, as well as areas of other activities.
1	Confirm delivery of containers day before your event and oversee delivery of containers and placement of signs.
(Sather all containers at end of your event grouping trash containers separate from the recyclable containers,
į	Designate someone to take photographs of the events recycling afforts and results.

Final Report

Your written report should contain the following:

Strategies used during your event to promote recycling (provide examples of signage etc if possible)

Amount (weight) lbs of trash and recyclables which waste company will provide (you needed to request this prior)

Comments and Suggestions of what you would do different next time to achieve better results and suggestions to the City and waste hauling company for a smoother, easier more successful process and results.

PICTURES of your events recycling.

Educational recycling information delivered during your event and method of delivery.

905 17TH TERRACE KEY WEST, FL 33040 5-17-10 63-43/670 5 PAY to the Sorder of Cuty of Key West \$1000.00 NU Showbould Bollars 4 19/100 FIRST STATE BANK OF THE FLORIDA KEYS BANK KEY WEST, FLORIDA 33840 FOR	Janet C. Ratcliff John T. Davila memorial fund		147
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John T Davila Softball Tournament

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		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
POLICE DEPARTMENT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
FIRE DEPARTMENT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
KWDOT/PORT		
		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
CODE COMPLIANCE		
		CONDITIONS/RESTRICTIONS:
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EVENTS:		
REQUEST HAS BEEN	APPROVED DENIED	(if denied attach explanation)

John T Davie Softball Tournament

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MAY 1 1 2010

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REQUEST HAS BEEN	APPROVED DENIED	(if denied attach explanation)

John T Davila Softball Tournament

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FIRE DEPARTMENT		CONDITIONS/RESTRICTIONS:
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KWDOT/PORT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
CODE COMPLIANCE		
Sim young 13	DATE	CONDITIONS/RESTRICTIONS:
EVENITO.		
EVENTS: REQUEST HAS BEEN	APPROVED DENIED	(if denied attach explanation)







Key West Police Department

Respect Integrity Fairness

The Southernmost Police Department

Extra Duty Police Officer Employment Estimate 4th Annual Davila Memorial Co-Ed Baseball game May 31, 2010

Date	Times	Staff	Amount
June 26, 2010	8:00am – 11:pm	0	\$00.00
		Total	\$00.00

Event Organizer: Janet Ratcliff 305-294-2691

If you have any questions concerning the above estimate, please contact Officer Steve Torrence at (305)809-1007 office.

Thank you.

Notes: City of Key West Resolution pending approval

Noise Exemption - Pending

NO Alcohol beverages/sold at event

Street Closure: None



JOHN T DAVILA TOURNAMENT

		5a	iary
Employee	Hours	w/	Benefits
Derek Randolph	4 hours	\$	77.76
Phillip Barnett	8 hours	\$	155.54
Ray Diaz	8 hours	\$	195.38
Trash bags 1/2 case			\$10.00
Total costs for Tournament		\$	438.68

Line 1CITY OF KEY WE

11:35:05 a.m.

06-01-2010

1/1



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3888

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.

Met Katchel Jon Ste John J Davida Memorial Sundraiser at Bayview Park

John T Davila Softball Tournament

MWWXIH SIGNATURE	IGNOFF): Uff (5/6/20 DATE	CONDITIONS/RESTRICTIONS:
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FIRE DEPARTMENT		CONDITIONS/RESTRICTIONS:
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KWDOT/PORT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
CODE COMPLIANCE		
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SIGNATURE	DATE	
EVENTS:		
REQUEST HAS BEEN	APPROVED	(if denied attach explanation)