

RECEIVED

DEC 22 2011

CITY OF KEY WEST
APPLICATION FOR A SPECIAL EVENT PERMIT

CITY MANAGER

Name of Applicant(s) Brad T. Buckholts, 801 Bourbon Bar

Address of Applicant(s) 801 Duval St Key West FL

Phone Number of Applicant(s) 731-9055 Fax: _____ Email KeyEvolutionMedia@gmail.com

Name of Non-Profit (s) Petronia St. Neighborhood Association Inc,

Address of Non-Profit(s) 728 Duval St Key West FL

Phone Number of Non-Profit(s) 305-747-0343

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

Date/Dates of Event October 19 + 20

Hours of Operation 12:00 pm - 12:00 am

Estimated/anticipated number of persons per day 10,000 - 20,000

Location of Event On Petronia Between Duval + Fort

Street Closed Same as above

Detailed description of event Cultural Celebration of the Traditional heritage of

Bahama Village residence. Featuring food vendors, arts, crafts & continuous live entertainment
Such as School Bands, Street Performers, Professional + amateur acts of many varieties, local
+ Importer

Noise exemption required: Yes ☒ No ☐

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 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.

Brad T Buckholts

PLEASE PRINT AND SIGN

Applicants Signature

Date

12-12-11

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



\$50.00

Date 12/12/11

Applicant Name Brad T. Buckholts / 801 Bourbon
Applicant Address 801 Duval St
Applicant Phone Number 305 431 9055
Event Name Goombay Festival
Event Address/Location On Petronia Between Duval & Front
Date of Event October 19 & 20
Nature of Event Cultural Celebration & Fundraiser for local
non-Profit Organization
Profit ☐ Non Profit ☒
Time(s) Request for Exemption 12pm - 12c
Number of Exemptions at this location this calend
Date of last exemption Oct. 21 2011

City of Key West
*** CUSTOMER RECEIPT ***
Oper: KEYWVXC Type: OC Drawer: 1
Date: 1/25/12 45 Receipt no: 35605
Description Quantity Amount
SS SPECIAL EVENTS PAYMENTS
1.00 \$50.00
G/L account number:
00100003429300
00100001040000

JMD DEVELOPMENT, INC.
GOOMBAY NOISE EXEMPTION

Tender detail
CK CHECK 5802 \$50.00
Total tendered \$50.00
Total payment \$50.00

Trans date: 1/25/12 Time: 13:04:16

PETRONIA STREET NEIGHBORHOOD ASSOCIATION INC,

728 DUVAL STREET
KEY WEST, FL 33040

December 22, 2011

City of Key West
3132 Flagler Avenue
Key West, Florida 33040

Dear Mr. Mayor and Commissioners:

Re: Petronia Street Neighborhood Association Inc., / Fantasy Fest Goombay Festival 2012 – 2014

We are hear asking to be granted a three (3) year agreement between the Petronia Street Neighborhood Association Inc., and the City of Key West authorizing the sale of alcoholic beverages within the designated festival areas; granting an exemption from the Noise Control Ordinance Section 6-86 during the festival. We will be expanding the festival grounds a little more than last year to add a fair on the Waterfront Property. We will comply with what the Key West Fire Department and City of Key West has seen best to keep the public safe.

Brad T. Buckholts
Petronia Street Neighborhood Association
728 Duval Street
Key West, FL 33040
305.731.9055

PETRONIA STREET NEIGHBORHOOD ASSOCIATION INC,

728 DUVAL STREET
KEY WEST, FL 33040

January 11, 2012

City of Key West
3132 Flagler Avenue
Key West, Florida 33040

Dear Mayor and Commissioners.

On behalf of the Petronia Street Neighborhood Association, Inc., I would like to take this time to give you more information on what we are planning to do with Goombay this year.

We would like to expand the Goombay Festival grounds to include more of the Waterfront to house a fair. The fair would be set up on Friday October 19 and break down on October 28. The expansion of the fair will be added after talking with the community about what we can add to this event. The fair will also help alleviate the congestion of people on Petronia Street that has been a concern for the Key West Police Department as well as the Key West Fire Department. Having the fair will also make this event more family and child friendly, which has been concerned to us. We would also like to give sporting groups (IE: soccer teams, boosters, etc.,) an opportunity to raise money by charging for parking lot each night.

If you have any questions, comments or concerns please let us know.

Respectfully,

Petronia Street Neighborhood Association
728 Duval Street
Key West, FL 33040
305.731.9055

ORDINANCE NO. 02-09

AN ORDINANCE OF THE CITY OF KEY WEST, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES ENTITLED "AMUSEMENTS AND ENTERTAINMENT" BY AMENDING ARTICLE II 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 MERCHANDISE BOOTHS; AMENDING SECTION 6-56 TO REQUIRE THE APPLICATION TO LIST AN EMERGENCY CONTACT PERSON; AMENDING SECTION 6-57 TO 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 MAKE 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 provisions 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 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 (1½%) 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.

* (Coding: Added language is underlined; deleted language is ~~struck through~~.)

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, At 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 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) A major festival is a special event of regional impact. Major festivals are: FaneuFantasy Fest, Hemingway Days, Goombay Festival, Conch Republic Celebration, the Poker Run, the Valentine's Day event for Wesley House, the Red Ribbon event at Mange'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 which 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 therefore 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.


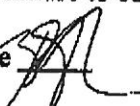



Authenticated by the presiding officer and Clerk of the Commission on 21st day of November, 2002.

Filed with the Clerk November 21, 2002.

Sponsor's Signature

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character, written over a diagonal line that extends from the text 'Authenticated by the presiding officer and Clerk of the Commission'.


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


8. Applicant(s) wishing to have an exemption from the noise control ordinance must fill out an application thirty days before the event. Processing fee for the application is \$50.00.

Sponsor's Signature 


9. All applications are subject to approval at the discretion of the City Manager and/or City Commission.

Sponsor's Signature 


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 

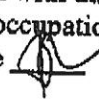
13. Any nonprofit organization accepting the waiver provided for by subsection (d) of the ordinance shall, within 90 days following the special event, submitted to the city commission an accounting of expenses and revenues incurred and generated during the special event.

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 

16. Special events may use fog, smoke and bubble machines or any device that emits a mist or spray contingent on Key West Fire Department approval. Approval must be obtained a minimum of 48 hours prior to the event. The use of confetti or confetti machines is strictly forbidden.

Sponsor's Signature 

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 

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 

Complete Checklist for Event Recycling City of Key West

- Identify contact person at the festival responsible for working with recycling.
Name of person: Jim Billeran Phone number: 305 304 2400
- Identify the recyclable commodities that will be used by the public and behind-the-scenes.
Aluminum Glass X #1 Plastic #2 Plastic Steel
Corrugated Cardboard X Other:
- 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, 1 recycling container for every 1 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:
- Capacity of containers on grounds:
Contact person for containers: Jim Billeran Phone #: 305 304 2400
- Order signs to inform customers of recycling. Signs are needed for point-of-purchase locations and 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.
Arrangements made: w/ Waste Management
- 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 problems.

Problems: _____

Actions taken: _____

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

Problems: _____

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: _____

- Ensure that recyclables are removed and taken to the large container when bins are full and that liner bags are replaced.

- At the end of the event, remove signs and arrange for their return to owners.

- Place recycling containers in the pick-up location, as arranged with the providers of the containers.

- Ask the recycling facility to appraise the amount of material collected for recycling by weight, volume, or counts and report on contamination levels.

Amount of material: _____

Contamination: _____

- 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.

- Security deposit of \$1000.00 must be submitted prior to the event.

- Security deposit returned: _____

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

RECYCLING PLAN for GOOMBAY 2012

Contact People: James Gilleran – 305.304.2400 – Brad T. Buckholts – 305.731.9055

This event will have recycling and non-recycling trash containers through out the designated event grounds (Petronia Street and on Truman Waterfront property)

Waste Management (WM) is the third party we are using for trash and recycling assistance for this event. WM will also be the ones to pick up and dispose of all recycling and trash on the following Monday. WM suggested the following containers for this event:

Garbage

(40) 32 gallon toters

(3) 6 yard dumpsters

Recycle*we recommend trash monitors!!*****

(40) 32 gallon toters

20 Yard Open Top Roll Off

Port O Lets

(15) port o lets (13 regular/ 2 handicap)

As for the Fair Grounds, Waste management will give me recommendations and we will follow there recommendations to ensure that we comply with a comprehensive recycling plan to keep Key West, Paradise.

POS Signs will be created/purchased closer to the time of event to remind the thousands of participants to use recycling containers to keep this island green. All Food Vendors will be given a map of locations of recycling as well as the large dumpsters to assist in keeping the festival grounds clean so everyone will have a wonderful time.

Trash Monitors will be walking up and down the festival grounds through out the event to ensure that people are using the correct containers. If at any point in time a recycling container is contaminated with a non-recyclable item. The monitors will either ensure the recyclable container is cleaned and or dumped into the trash to ensure that the recycling container stays contaminated free.

Photos will be taken during the event of many people recycling and using the proper containers as well as monitors keeping the festival clean and green.

After the festival WM will have made arrangements with Event Coordinator and Recycling Coordinator to ensure that the event was as green as possible and to receive a report of our trash / recycling / contamination to give to the city of Key West.

JMD DEVELOPMENT, INC.

D/B/A 801 BOURBON BAR
801 DUVAL STREET
KEY WEST, FL 33040

CENTENNIAL BANK
81-275-829

1/12/12

PAY TO THE
ORDER OF

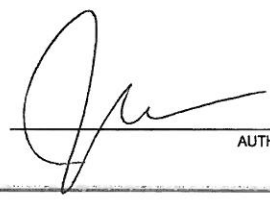
City OR Key West

\$ 1000.00

One Thousand

DOLLARS

MEMO



AUTHORIZED SIGNATURE

[REDACTED]

Security features. Details on back.



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.

A handwritten signature in black ink, consisting of several overlapping loops and strokes, is written over a horizontal line.

ATTACHMENT A

LICENSE FOR USE OF CITY OF KEY WEST OWNED PROPERTY

LICENSE NUMBER

THIS LICENSE TO USE CITY OF KEY WEST PROPERTY HEREIN DESCRIBED IS ISSUED BY THE CITY OF KEY WEST TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW, AND ON ATTACHMENTS B, AND C. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS, AND GENERAL PROVISIONS.

1. PROPERTY LOCATION

KEY WEST, FLORIDA

2. DATES COVERED

FROM: Oct 19 TO: Oct 28

3. DESCRIPTION OF PROPERTY (INCLUDE ROOM AND BUILDING NUMBERS WHERE APPROPRIATE)

TRUMAN WATERFRONT PROPERTY

4. PURPOSE OF LICENSE

- Fair

5. LICENSOR

CITY OF KEY WEST

5a. CITY REPRESENTATIVE (TITLE AND ADDRESS)

DOUG BRADSHAW, PORT PROJECT MANAGER, P.O. BOX 6434, KEY WEST, FL 33041-6434, (305) 809-3792

6. LICENSEE (NAME AND ADDRESS)

Petronic St. Neighborhood Association Inc
728 Duval St.

6a. LICENSEE REPRESENTATIVE (NAME/ADDRESS/PHONE)

Brad T. Buckholz 305 731 9055
801 Duval St

7. REFUNDABLE DEPOSIT FOR USE OF PROPERTY (PAYABLE IN ADVANCE) (IF NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM 7a "AMOUNT")

a. AMOUNT	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (MAILING ADDRESS)
	One time payment	Submitted with License	Port office at P.O Box 6434, Key West, FL 33041-6434

8. ADDITIONAL CHARGES FOR USE OF PROPERTY (IF NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM 8a "AMOUNT")

a. AMOUNT (EACH PAYMENT)	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (MAILING ADDRESS)
			Port office at P.O Box 6434, Key West, FL 33041-6434


9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE (IF ANY OR ALL INSURANCE REQUIREMENTS HAVE BEEN WAIVED, ENTER "NONE" IN a, b, c, OR d AS APPROPRIATE)

TYPE	MINIMUM AMOUNT	TYPE	MINIMUM AMOUNT
a. FIRE AND EXTENDED COVERAGE	SEE ITEM #10	c. THIRD PARTY PERSONAL INJURY PER PERSON	SEE ITEM #10
b. THIRD PARTY PROPERTY DAMAGE	SEE ITEM #10	d. THIRD PARTY PERSONAL INJURY PER ACCIDENT	SEE ITEM #10

10. GENERAL CONDITIONS (SEE ATTACHED)

Licensee shall carry (A.) COMPREHENSIVE AUTOMOBILE INSURANCE AND VEHICLE LIABILITY INSURANCE FOR OWNED AND 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 IN THE AMOUNT OF 1 MILLION DOLLARS/OCCURRENCE AND 2 MILLION DOLLARS ANNUAL AGGREGATE FOR THE TERM OF THE LICENSE. LICENSE IS FURTHER SUBJECT TO THE PROVISIONS IN ATTACHMENT B AND C.

II. EXECUTION OF LICENSE

FOR	NAME AND TITLE	SIGNATURE	DATE
CITY OF KEY WEST	MR. JIM SCHOLL, CITY MANAGER		
LICENSEE	Brad T. Buckholz		12-27-2017

IF LICENSEE IS A CORPORATION, ATTACH CERTIFICATION OF SIGNATURE.

ATTACHMENT B: GENERAL CONDITIONS

- a. The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.
- b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.
- c. The use shall be limited to the purposes specified herein. Licensor does not warrant or represent that the property is safe or suitable for the purpose for which Licensee intends to use it, and Licensee assumes all risks in its use.
- d. This License shall be neither assignable nor transferable by the Licensee.
- e. If utilities and services are furnished to the Licensee during License period, the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and 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 accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share on demand.
- g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License.
- h. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required for the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance Licensee and the City of Key West, as the insured and shall contain a loss payable clause reading substantially as follows: "Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the City of Key West and the proceeds shall be payable to the City of Key West". In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph 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 City of Key West for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding or replacement,

Initials of Applicant

which the Licensee is required to effect pursuant to this paragraph, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the City of Key West on account of loss of or 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 refund to the Licensor the amount of such proceeds.

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

Initials of Applicant



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

Initials of Applicant



14. Licensee may not stay overnight on City of Key West property without prior approval by Licensor.
15. Entrance to City of Key West buildings is not authorized.
16. No alcoholic beverages/non-prescription drugs or food 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 left on site. Use of City of Key West dumpsters is not authorized unless prior approval is obtained.
19. Any use of NOAA's property or seawall must be coordinated with NOAA.
20. Use of the inner basin to anchor boats is not authorized.
21. No hazardous material or waste shall be used or stored on the premises without submitting a Hazardous Waste Handling and Spill Plan to the City of Key West.
22. Licensee is responsible for any and all environmental cleanup, restoration, fees, fines, etc. associated with the activity and shall put in place any and all measures to eliminate environmental contamination to the property that may be caused by the activity.
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.

DBPR ABT-6029 – Division of Alcoholic Beverages and Tobacco Application for Extension of Licensed Premises or Amended Sketch of Licensed Premises

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL
REGULATION
1940 North Monroe Street
Tallahassee, FL 32399-0783**

If you have any questions or need assistance in completing this application, please contact the Department of Business and Professional Regulation or your local district office. Please submit your completed application to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's page of the DBPR web site at the link provided below.

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

SECTION 1 - CHECK TRANSACTION REQUESTED

Transaction Type:

☒ Temporary Extension
☐ Permanent Extension

☐ Amended Sketch

SECTION 2 - LICENSE INFORMATION

Full Name of Applicant

801 Bourbon Inc

Trade Name (D/B/A)

801 Bourbon / Saloon 1

Location Address (Street)

801 Duval St R

City

Key West

County

Monroe

State

FL

Zip Code

33040

Beverage License Number

BEV 5400 157 ~~2007~~ 5534670

Series

1APS

Type

SCOPE 2A1

Contact Person

Bruce T. Buechert

Business Phone Number

305 294 4737

Home/Mobile Phone Number

305 731 9055

FOR TEMPORARY EXTENSIONS ONLY:

Date(s) of Extension:

10-19

:

10-20

SECTION 3 - ZONING APPROVAL

TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION
(This section only applies to a permanent or temporary extension of licensed premises)

Trade Name (D/B/A)

Are there outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed?

☐ Yes

☐ No

The above extension of the licensed premises as shown in the sketch ☐ does comply or ☐ does not comply with zoning requirements for the sale of alcoholic beverages pursuant to this application.

Signed: _____

Title: _____

Date: _____

SECTION 4 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED

Trade Name (D/B/A) _____

"I, the undersigned individually, or if a corporation for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch is a true and correct representation of the extended licensed premises and agree that the place of business may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the sheriff, his deputies, and police officers for the purposes of determining compliance with the beverage and cigarette laws."

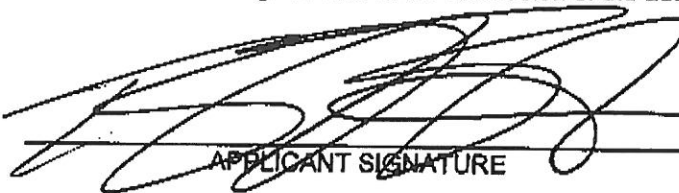
I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes, that the foregoing information is true and correct."

If applying for a temporary extension, check the box to confirm the following statement:

☐ "I understand that the premises must be restored to its original form at the conclusion of the authorized temporary event."

STATE OF FLORIDA

COUNTY OF Monroe


APPLICANT SIGNATURE

The foregoing was () Sworn to and Subscribed OR () Acknowledged Before me this _____ Day
of _____, 20____. By _____ who is () personally known
to me OR () who produced _____ as identification.

Notary Public

Commission Expires: _____

SECTION 5 - DESCRIPTION OF PREMISES TO BE LICENSED

AB&T AUTHORIZED SIGNATURE REQUIRED

Sketches should be drawn in ink and include all walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show each floor.

Trade Name (D/B/A) _____

Receipt Number _____ Date of Receipt _____

Extension Fee _____ Date _____

AB&T Authorized Signature _____ ☐ Approved ☐ Disapproved



**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
- ☐ Catered Food
- ☒ Plan for Cooking Oil Disposal
- ☐ No Cooking on Site

Electrical Power

- ☒ Generator
- ☒ 110 AC with Extension Cords
- ☒ DC Power

Road Closure

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

Tents (More Than 200 SqFt.)

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

Food Booths

- ☐ Food Booths – Total # _____
- ☐ Vendor Booths – Total # _____
- ☐ Total Number of Booths - _____

Parade

- ☐ Floats – Total # _____



THE CITY OF KEY WEST

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

PUBLIC NOTICE

THIS IS TO NOTIFY YOU THAT PETRONIA ST. NEIGHBORHOOD ASSOCIATION, INC. (GOOMBAY 2012) 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 **FRIDAY, OCTOBER 19TH, 2012 AND SATURDAY, OCTOBER 20TH, 2012 FROM 12:00 NOON TO 12:00 MIDNIGHT. ON PETRONIA STREET FROM DUVAL STREET TO FORT STREET INCLUDING THE ALTHLETIC FIELDS** WHICH IS LOCATED WITHIN 100 FEET OF YOUR PROPERTY. A HEARING ON THE APPLICATION WILL TAKE PLACE AT THE CITY COMMISSION MEETING ON MARCH 6, 2012, 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.

na7

Goombay - 2012 - 2014

CITY OF KEY WEST SPECIAL EVENTS
DEPARTMENT APPROVALS (in order of routing):

EVENTS (INITIAL SIGNOFF):

Maria Ratenoff
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

✓

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

POLICE DEPARTMENT

✓

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

✓

FIRE DEPARTMENT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

KWDOT/PORT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

CODE COMPLIANCE

✓

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

EVENTS:

REQUEST HAS BEEN APPROVED _____
DENIED _____

(if denied attach explanation)

ended FAIR ✓

KRA - Doug Bradshaw Approved - Truman Waterfront OS
OR Denied ~~X~~ not appropriate as
for GaitS - Low at!
and organizers Cam,

CITY OF KEY WEST SPECIAL EVENTS
DEPARTMENT APPROVALS (in order of routing):

EVENTS (INITIAL SIGNOFF):

Maria Katsenoff
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

✓

SIGNATURE _____ DATE _____

CONDITIONS/RESTRICTIONS:

POLICE DEPARTMENT

SIGNATURE _____ DATE _____

CONDITIONS/RESTRICTIONS:

✓

FIRE DEPARTMENT

SIGNATURE _____ DATE _____

CONDITIONS/RESTRICTIONS:

KWDOT/PORT

SIGNATURE _____ DATE _____

CONDITIONS/RESTRICTIONS:

CODE COMPLIANCE

✓

Jim Long 22 Dec 11
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

EVENTS:

REQUEST HAS BEEN APPROVED

DENIED _____ (if denied attach explanation)

Goombay - 2012 - 2014

CITY OF KEY WEST SPECIAL EVENTS
DEPARTMENT APPROVALS (in order of routing):

EVENTS (INITIAL SIGNOFF):

Maria Ratenji
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

POLICE DEPARTMENT

SJM 1/9/12
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

① Requires: Extra Duty Officers
Nois exemption
ABT permit

FIRE DEPARTMENT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

KWDOT/PORT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

CODE COMPLIANCE

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

EVENTS:

REQUEST HAS BEEN APPROVED _____

DENIED _____

(if denied attach explanation)

Goombay - 2012 - 2014

CITY OF KEY WEST SPECIAL EVENTS
DEPARTMENT APPROVALS (in order of routing):

EVENTS (INITIAL SIGNOFF):

Maria Katenoff
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

[Signature] 12/29/11
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

Need Drawing and plans
For Trash & Bunkies
How is working Event.

POLICE DEPARTMENT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

FIRE DEPARTMENT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

KWDOT/PORT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

CODE COMPLIANCE

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

EVENTS:

REQUEST HAS BEEN APPROVED _____
DENIED _____

(if denied attach explanation)

Goombay Festival

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):		CONDITIONS/RESTRUCTIONS
<hr/> SIGNATURE DATE		<hr/> <hr/> <hr/>
PUBLIC WORKS		<hr/> <hr/> <hr/>
<hr/> SIGNATURE DATE		<hr/> <hr/> <hr/>
POLICE		<hr/> <hr/> <hr/>
<hr/> SIGNATURE DATE		<hr/> <hr/> <hr/>
FIRE DEPARTMENT		<u>SEE ATTACHED MEMO</u>
<u>Marcus del Valle</u> 12/29/11		<hr/> <hr/> <hr/>
<hr/> SIGNATURE DATE		<hr/> <hr/> <hr/>
PORT/KEY WEST DOT		<hr/> <hr/> <hr/>
<hr/> SIGNATURE DATE		<hr/> <hr/> <hr/>
CODE COMPLIANCE		<hr/> <hr/> <hr/>
<hr/> SIGNATURE DATE		<hr/> <hr/> <hr/>
KEY WEST PROPERTY MANAGEMENT		<hr/> <hr/> <hr/>
<hr/> SIGNATURE DATE		<hr/> <hr/> <hr/>
PARKING DEPARTMENT		<hr/> <hr/> <hr/>
<hr/> SIGNATURE DATE		<hr/> <hr/> <hr/>



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3933

To: Goom bay festival/ Brad Backholts

From: Division Chief/Fire Marshal Marcus del Valle

Date: December 29, 2011

Reference: Goombay Festival

This office reviewed the special event application for Goombay Festival to be held on October 19 & 20, 2012.

The following conditions apply:

- Any cooking that takes place on city property needs to have a Life Safety Inspection.
- Attached are the vendor regulations for special events.
- Fire Inspectors will be required during the event hours as previous years.
- The same foot print for the festival set up as 2011.
- **Event coordinator is responsible for scheduling the inspection with this office.**

If I can be of any further assistance please contact me.

Marcus del Valle, Fire Marshal

Key West Fire Department
1600 N. Roosevelt Blvd.
Key West, Florida 33040
305-292-8179 Office
305-293-8399 Fax
mdelvalle@keywestcity.com

Serving the Southernmost City

Key to the Caribbean – average yearly temperature 77 ° Fahrenheit.

KEY WEST FIRE



Key West Fire Department

Office of the Fire Marshal

Marcus del Valle , Fire Marshal
Danny Blanco, Capt. / Fire Inspector
Alan Averette, Lt. / Fire Inspector
Kenny Wardlow Capt./ Fire Inspector

1600 N. Roosevelt Blvd.
Key West, FL 33040
Phone: (305) 292-8179
Fax: (305) 293-8399

Food Booth and Vendor Regulations

Vendor Booth Construction and Location

1. Each vendor booth shall have at least one exit way, minimum 3 feet wide by 6' height (booth frame shall not intersect exit path).
2. A 60-inch clearance shall be maintained between the cooking surface and any combustible canopy.
3. **Each vendor shall stay within their assigned area, equipment and supplies shall not be staged outside their allotted space. ie: sidewalks, exit ways.**

Butane or Propane equipment:

1. Shut-off valves must be provided at each fuel source.
2. Tanks must be protected from damage and secured in an upright position and must be located at least 5 feet apart from each other.
3. No storage of extra butane or propane tanks in booth.
4. Tanks not in use must be turned **OFF**.
5. Unused fuel cylinders shall be stored in a secured position. Unused cylinders must be located 50 feet away from all combustibles.

All compressed gas bottles, flammable or non-flammable shall be properly secured to prevent accidental tipping over.

Electrical Power:

1. Generators shall be placed in locations approved by the Fire Marshal's Office for "special events" use.
2. Refueling of generators is prohibited during event hours. No extra fuel shall be stored during event hours.
3. During approved refueling times, no smoking or open flames are allowed within 25 feet.
4. Extension cords shall be of grounded type and approved for exterior use. Extension cords shall be placed so as not to create a hazard.

Charcoal Cooking:

1. Charcoal cooking must be located in areas away from public access.
2. Charcoal cooking must be 10 feet away from combustible structures and parked vehicles.
3. Coals shall be disposed in metal containers

Deep Fat Frying/Flambé/Open Flame Cooking:

1. Deep fat frying is defined as any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.
2. The cook area must not be accessible by the general public.
3. Deep fat frying equipment must be equipped with a temperature regulating device.
4. Separation must be maintained with a minimum of 3 feet clearance between deep fat frying and flambé or open flame cooking.

Fire Extinguishers:

1. Each cooking booth must be equipped with a fire extinguisher with a minimum rating of 3A:40B:C. (dry chemical extinguisher)
2. For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of 2A:10B:C must not exceed 75 feet.
3. Fire extinguishers must be serviced annually and be tagged accordingly.
4. Each generator must be provided with a fire extinguisher with a minimum 40B:C rating. The extinguisher shall be located near the generator and accessible at all times.
5. Each cooking booth that is using deep fat fryers must have a 6 Liter Type K (wet chemical fire extinguisher).

Miscellaneous:

Fire Hydrants – Fire Hydrants must not be obstructed at any time for any reason.

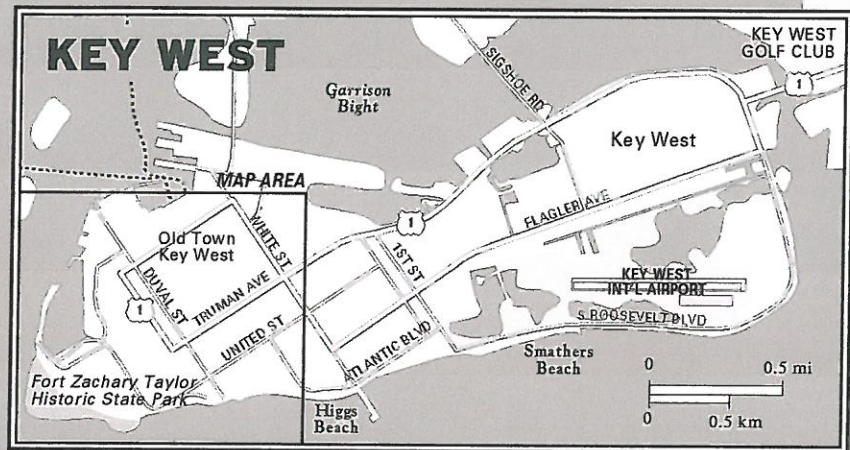
Streets – Parking is limited, therefore, do not leave your vehicle parked where it will block the street in such a manner as to prevent other vehicles from passing.

The above regulations are not inclusive of other general fire safety provisions that may be imposed upon inspection.

Any booth not in compliance will be immediately closed.

Fire Safety Tips

1. Know where the nearest fire extinguisher is located and how to use it.
2. **DO NOT** leave cooking operations unattended.
3. **DO NOT** wear loose fitting clothing while cooking.
4. Remove trash accumulation regularly.
5. Keep combustibles away from heat sources.
6. Do not spray lighter fluid on briquettes that have been previously ignited.
7. In case of emergency, **DIAL 9-1-1.**



HERITAGE HOUSE MUSEUM & ROBERT FROST COTTAGE

SIPPIN' INTERNET CAFE

HARRY S. TRUMAN LITTLE WHITE HOUSE

KEY WEST GOLF CLUB

SAN CARLOS INSTITUTE

GREEN PARROT BAR

STRAND THEATER

NANCY FORRESTER'S SECRET GARDEN

THE CAFE: A MOSTLY VEGETARIAN PLACE

WILLIE T'S

DUVAL STREET

KWEST

NEW ORLEANS

AQUA

801 BOURBON

BAR & CABARET

ST. P

EPISC

CHL

CROISSANTS

DE FRANCE

ERNEST HEMINGWAY

HOME & MUSEUM

COVINGTON AVE ECO-DISCOVERY CENTER

U. S. NAVAL STATION

Fort Zachary Taylor
Historic State Park



0 100 yds

0 100 m

Thank you for allowing us to close Petronia Street on October 19 & 20th for The Annual Goombay Festival, a benefit for Petronia Street Neighborhood Association Inc. A Florida Non-Profit.

Name	Address	Date	Signature
SYLVIE LE NOUAIL	300 Petronia street #1.	12.14.11	Sylvie Le Nouail
Joan Miller Carey	729 Thomas St.	12-15-11	Joan Miller Carey
Horace Mobley	308 Petronia	12-15-11	H. Mobley
Casely Crockett	310 Petronia	12/15/11	Casely Crockett
Meredith Hollong	315 Petronia St	12/15/11	Meredith Hollong
Bill Reese	314 Petronia	12-15-11	Bill Reese
Rupert Walton	733 Whitehead St, Apt 2		R. Walton
Zysek Gallery	426 Petronia Street		Zysek Gallery
Teresa Smith	800 Dural	12/15/11	Teresa Smith
IOANA BOZIAN	725 LIVING ST		IOANA BOZIAN
CONSUELO PINO	720 Whitehead St		CONSUELO PINO
MARGARIE PRZYUSON	215 AMERICA ST	12/15/2011	MARGARIE PRZYUSON
ETNAVISE FORBES	723 WHITEHEAD ST.	12/15/2011	ETNAVISE FORBES
Annette Mobley	720 Whitehead St Apt. 6B	12/15/11	Annette Mobley
Venda Stora	406 Julia Street	12/15/11	Venda Stora
Patrick L. Mobley	329 Olivia St Apt 4B	12/15/11	Patrick Mobley
Evelyn Pyles	720 Whitehead St 6C		Evelyn Pyles
KEVIN LEWIS	702 WHITEHEAD ST.		Kevin Lewis
Sonya Albury	808 Terry Lane	12/15/11	Sonya Albury
Neco Albury	828 Whitehead	12/15/11	Neco Albury

Thank you for allowing us to close Petronia Street on October 19 & 20th for The Annual Goombay Festival, a benefit for Petronia Street Neighborhood Association Inc. A Florida Non-Profit.

Name	Address	Date	Signature
Robert P. Bennett	831 Thomas St #3	12/15/11	Robert P. Bennett
CARIDAD DIAZ	1200 1st St B1	12/15/11	CARIDAD DIAZ
Chedore Navas	828 Thomas St	12/15/11	Chedore Navas
DARRELL WARDON	827 EMMA ST.	12/15/11	Darrell Wardon
HARVEY SHREED	821 Thomas St	12/15/11	Harvey Shreed
Duron Joy	307 Virginia	12/15/11	Duron Joy
Bernard Thurston	308 Olivia St	12/15/11	Bernard Thurston
Julma Segura	223 Petronia St	12-15-11	Julma Segura
James Chapman	221 PETRONIA	12-15	James Chapman
RON ROUSE	719 CHAPMAN LN	12-15	RON ROUSE
Theresa W. Elliott	222 Eaves Ln	12/15/11	Theresa W. Elliott
Kenya Reese	913 Fort St. Apt. 101	12/15	Kenya Reese
Lonnie Reese	913 Fort St. Apt. 101	12/15	Lonnie Reese
Camilla Brown	911 Fort St. Apt. 101	12/15	Camilla Brown
Laetryce Smith	316 Julia St.	12/15	Laetryce Smith
Lakesha Sargent	G9 1200 1st St.		Lakesha Sargent
Kenneth Sargent	G9 1200 1st St.		Kenneth Sargent
RALPH MAJOR	115-A Petronia		Ralph Major
Dee G. Lacey	301 White St Apt 60	12/15/11	Dee G. Lacey
Franklin Winters	41 Petronia St		Franklin Winters
Eric Brown	911 Fort St Apt 101		Eric Brown
Edward Johnson	868 Terry LN,		Edward Johnson

Thank you for allowing us to close Petronia Street on October 19 & 20^h for The Annual Goombay Festival, a benefit for Petronia Street Neighborhood Association Inc. A Florida Non-Profit.

Name	Address	Date	Signature
Howard	323 Julia	12/15/11	Howard Hay
Carmy	213 2 nd Lip St	12/15/11	Carmy M. White
Norma Jantzberger	718 Chapman Ave	12/15/11	Norma Jantzberger
Serena Scott	1125 Tort St	12/15/11	Serena Scott
Pat Jantzberger	808 Terry Ln.	12-15-11	Pat Jantzberger
Reshant Jefferson	808 Terry Ln.	12-15-11	Reshant Jefferson
Alfred Rahming	201 Julia	17 Dec 11	Alfred Rahming
Roxanne Rahming	201 Julia St	17-Dec-11	Roxanne Rahming
Robert Foster	824 Elizabeth St	19-Dec-12	Robert Foster
Man B	2691 N. Roosevelt Blvd Apt 2	12/19/11	Man B
Crasha Bacon	2691 N. Roosevelt Blvd Apt 2	12/19/11	Crasha Bacon



THE CITY OF KEY WEST

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

RELEASE AND INDEMNIFICATION

Petronia Street Neighborhood Association, Inc.
Goombay Festival
Third Friday and Saturday of October
2012 - 2015

I **Brad T. Buckholts** being authorized to act on behalf of and legally bind **Petronia Street Neighborhood Association, 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 Ratenoff
Signature of Witness

Maria Ratenoff
Print Name

1/17/12
Date

Brad T. Buckholts
Signature of Applicant

Brad T. Buckholts
Print Name

01-11-2012
Date

Event Name: Goombay 2012

Special Event Checklist

Everything must be checked off before submitting the special event application

X	TITLE	COMMENTS
✓	Special Event Application	
✓	Noise Exemption (If applicable)	
✓	\$50.00 for Noise	
✓	Ordinance initialed	
✓	Recycling checklist completed	
✓	Recycling deposit \$1,000.00	
✓	Recycling Plan	
✓	Authorization Letter for continuous cleaning of recycled area	
✓	Signatures of No Objection of Street closure (If applicable)	
	Insurance naming the City as additional insured	to come
✓	Financial of previous event (If applicable)	not associated w/ E.H.
✓	Release & Idemnification Form	
✓	Site Map (where barricades, stages, etc are to go)	Detailed to come
✓	Letter from non profit that states they will be receiving the funds	to come

FAX COVER SHEET
THE UPS STORE
ANASTASIA PLAZA
1093 A1A BEACH BLVD.
ST. AUGUSTINE BCH., FL. 32080
PH # (904) 471-4200---FAX # (904) 471-4201
MON-FRI 9:00 AM-6:00 PM / SAT 9:00-2:00

DATE: 12-22-2011

TO: Maria Ratcliff

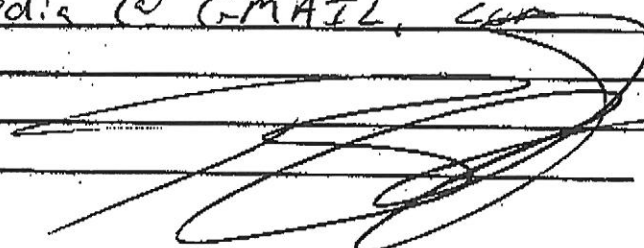
FAX: 305 809 3886

FROM: Brad T. Buckholt

SENDER'S PHONE # 305 - 731-9055

OF PAGES (INCLUDING COVER PAGE) 22

MESSAGE

Key Evolution Media @ GMAIL, com


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ETC....

IT'S NOT WHAT WE DO... IT'S HOW WE DO IT

PETRONIA STREET NEIGHBORHOOD ASSOCIATION INC,

728 DUVAL STREET
KEY WEST, FL 33040

January 11, 2012

City of Key West
3132 Flagler Avenue
Key West, Florida 33040

Dear Mayor and Commissioners.

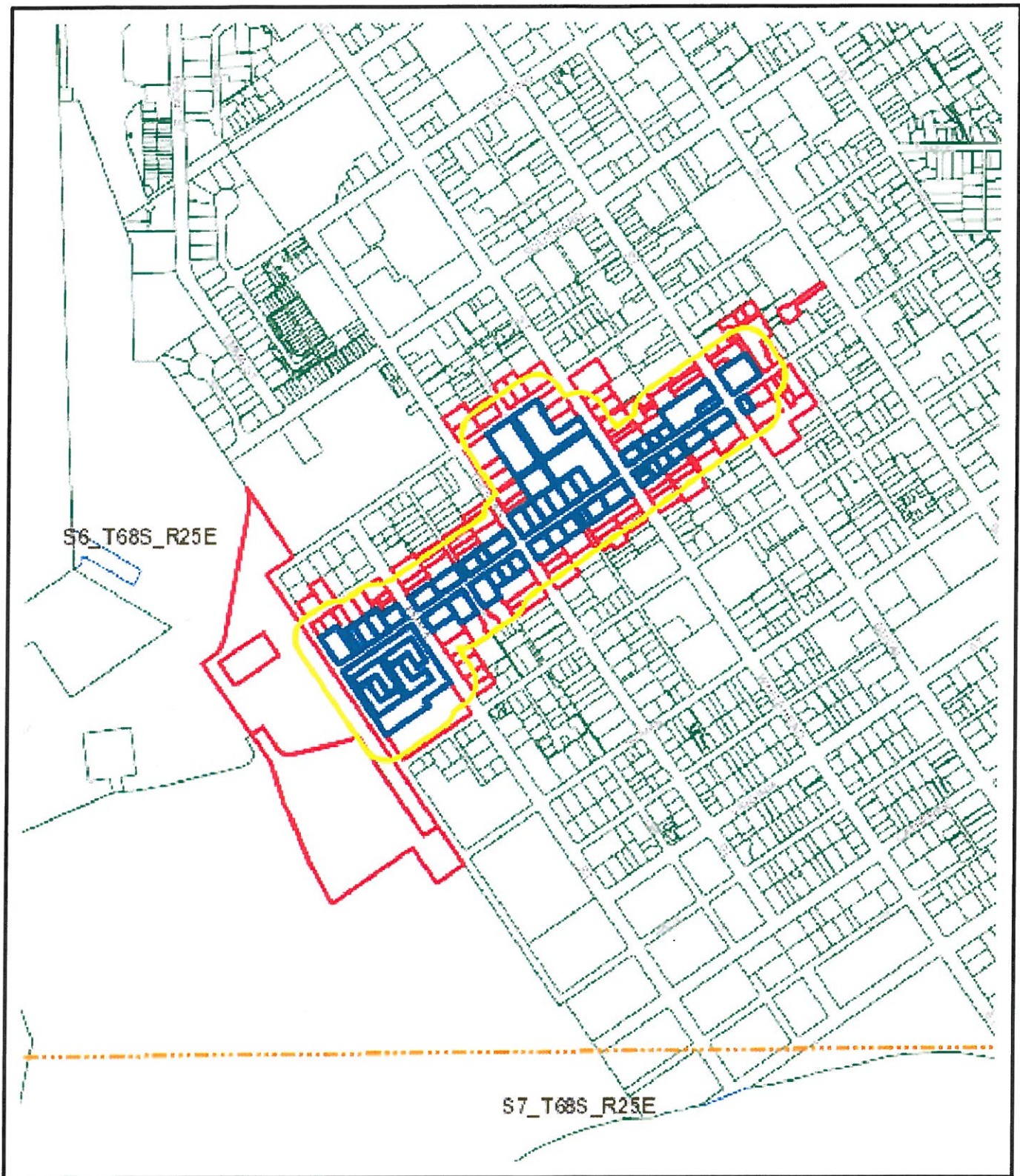
On behalf of the Petronia Street Neighborhood Association, Inc., I would like to take this time to give you more information on what we are planning to do with Goombay this year.

We would like to expand the Goombay Festival grounds to include more of the Waterfront to house a fair. The fair would be set up on Friday October 19 and break down on October 28. The expansion of the fair will be added after talking with the community about what we can add to this event. The fair will also help alleviate the congestion of people on Petronia Street that has been a concern for the Key West Police Department as well as the Key West Fire Department. Having the fair will also make this event more family and child friendly, which has been concerned to us. We would also like to give sporting groups (IE: soccer teams, boosters, etc.,) an opportunity to raise money by charging for parking lot each night.

If you have any questions, comments or concerns please let us know.

Respectfully,

Petronia Street Neighborhood Association
728 Duval Street
Key West, FL 33040
305.731.9055



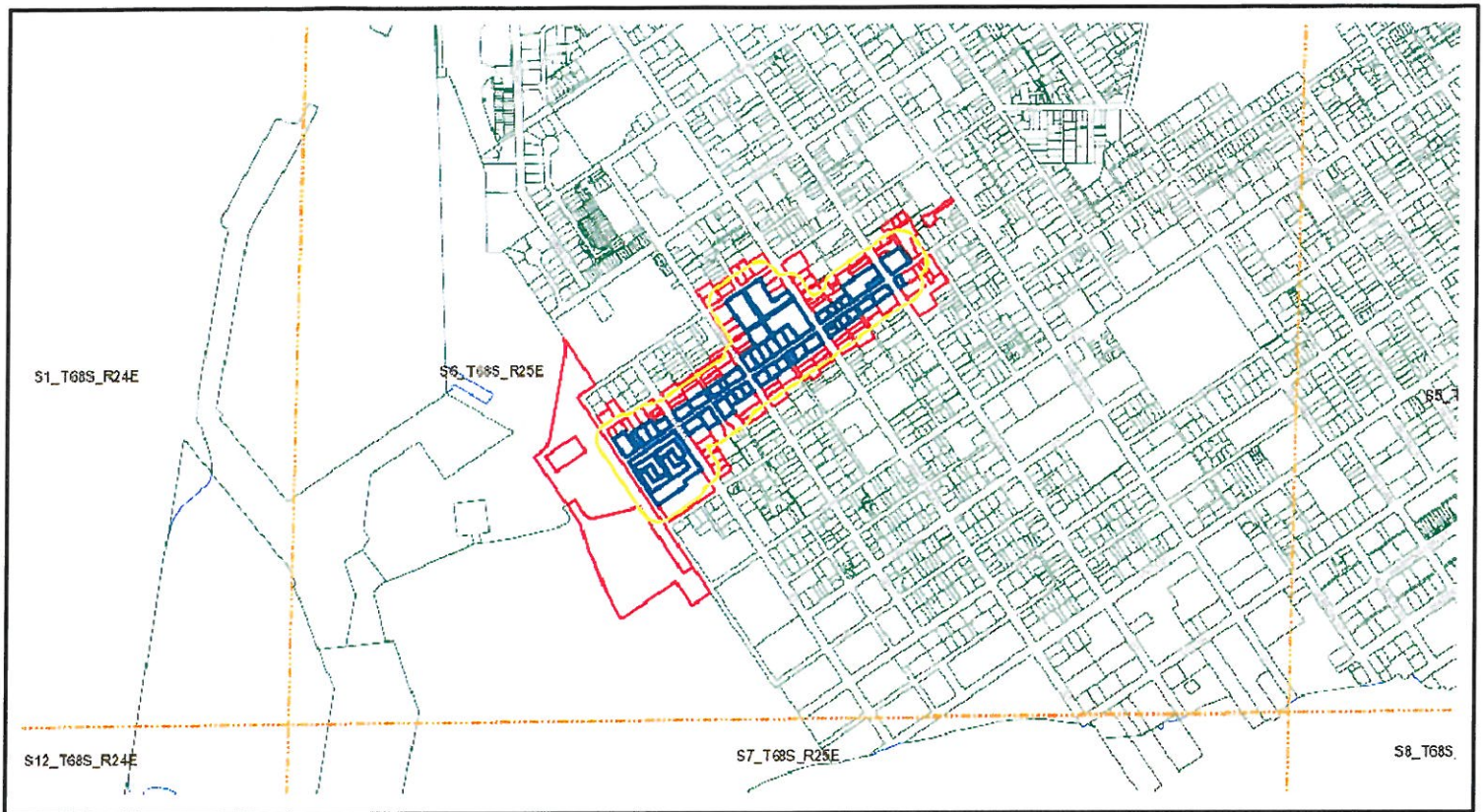
Monroe County, Florida

Petronia(Goombay)

Printed: Jan 23, 2012

DISCLAIMER: The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.







Monroe County, Florida

Petronia(Goombay)

Printed: Jan 23, 2012

DISCLAIMER: The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.



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Florida Non Profit Corporation					
PETRONIA ST. NEIGHBORHOOD ASSOCIATION INC.					
Filing Information					
Document Number N10000008482					
FEI/EIN Number 273531555					
Date Filed 09/08/2010					
State FL					
Status ACTIVE					
Effective Date 09/08/2010					
Principal Address					
728 DUVAL ST. KEY WEST FL 33040					
Mailing Address					
728 DUVAL ST. KEY WEST FL 33040					
Registered Agent Name & Address					
SCHROEDER, JOSEPH J 728 DUVAL ST. KEY WEST FL 33040 US Address Changed: 04/28/2011					
Officer/Director Detail					
Name & Address					
Title P					
SCHROEDER, JOSEPH J 728 DUVAL ST. KEY WEST FL 33040 US					
Title VP					
OBERLY, BOB 728 DUVAL ST. KEY WEST FL 33040 US					
Title S,T					
BROWN, ANDREW 728 DUVAL ST. KEY WEST FL 33040					
Annual Reports					

Report Year Filed Date

2011 04/28/2011

Document Images[04/28/2011 -- ANNUAL REPORT](#)[View image in PDF format](#)[09/08/2010 -- Domestic Non-Profit](#)[View image in PDF format](#)**Note:** This is not official record. See documents if question or conflict.[Previous on List](#)[Next on List](#)[Return To List](#)

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Maria Ratcliff <mratclif@keywestcity.com>

Goombay 2012

2 messages

Maria Ratcliff <mratclif@keywestcity.com>

Wed, Feb 1, 2012 at 8:25 AM

To: Myra Wittenberg <mwittenb@keywestcity.com>

Can I get an approval for the Goombay 2012. This is only for one year and it's on the 19th & 20th on Petronia from Duval to Front Street and beyond the Truman Waterfront Fields. Thanks

--

Maria Ratcliff

*Executive Administrator to City Manager
and Special Events Coordinator*

3132 Flagler Avenue

PH [\(305\) 809-3881](tel:(305)809-3881)

Fax [\(305\) 809-3886](tel:(305)809-3886)

Myra Wittenberg <mwittenb@keywestcity.com>

Thu, Feb 2, 2012 at 10:33 AM

To: Maria Ratcliff <mratclif@keywestcity.com>

Not an issue for transit.... MW

[Quoted text hidden]