

RESOLUTION NO. 11-166

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE ATTACHED AGREEMENT BETWEEN THE CITY OF KEY WEST, FLORIDA, AND THE KEY WEST TOURIST DEVELOPMENT ASSOCIATION, INC. FOR FANTASY FEST 2011 THROUGH 2015; AUTHORIZING THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY PROPERTY/RIGHTS-OF-WAY AT FIVE LOCATIONS WITHIN THE FANTASY ZONES BY NOT-FOR-PROFIT ORGANIZATIONS TO BE SELECTED BY THE ASSOCIATION; AUTHORIZING THE CITY MANAGER TO ISSUE A LETTER OF NO OBJECTION TO THE DEPARTMENT OF BUSINESS AND REGULATION, ALCOHOL AND TOBACCO DIVISION FOR THE SALE OF ALCOHOLIC BEVERAGES EACH DAY BY FIVE NOT-FOR-PROFIT ORGANIZATIONS ON PRIVATE PROPERTY; GRANTING AN EXEMPTION FROM THE NOISE CONTROL ORDINANCE PURSUANT TO SECTION 6-86 OF THE CODE OF ORDINANCES DURING THE FESTIVAL; DESIGNATING A FANTASY FEST ZONE; PROVIDING FOR AN EFFECTIVE DATE

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

Section 1. That the attached Agreement between the City of Key West and the Association is hereby approved. The City Manager is hereby authorized and directed to execute the Agreement on behalf of the City of Key West, and the City Clerk is hereby authorized and directed to attest to his signature and affix the Seal of the City thereto.

Section 2. That pursuant to Section 18-86 of the Key West Code of Ordinances, permission is granted to allow the sale of alcoholic beverages within the Fantasy Zones.

Section 3. That the Association is hereby granted an exemption from the sound

control ordinance under Section 6-86 of the of the Key West Code of Ordinances for an event that will take place at the place and time as herein described.

Section 4. That the City Manager is hereby directed to issue letters of no objection to the Department of Business Regulation, Alcohol and Tobacco Division, for five organizations each day to sell alcohol on private property.

Section 5. That the Association shall designate and identify the Fantasy Zone, and its boundaries.

Section 6. That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 7 day of June, 2011

Authenticated by the presiding officer and Clerk of the Commission on June 29, 2011

Filed with the Clerk on June 29, 2011


CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

AGREEMENT

THIS AGREEMENT made between the CITY OF KEY WEST, FLORIDA, hereinafter called "City" and the KEY WEST TOURIST DEVELOPMENT ASSOCIATION, INC., hereinafter called "Association" for the annual Fantasy Fest celebration during October 2011 - 2015.

WITNESSETH:

WHEREAS, Association will hold a celebration known as Fantasy Fest in the City of Key West; and

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

NOW, THEREFORE, it is mutually agreed between City and Association as follows:

A. **Masquerade March, the Friday before the parade.**

1. There will be two pedestrian processions, each being led by a musical band, leaving the Key West Cemetery at 5:00 p.m. and arriving on Duval Street at approximately 7:30 p.m. The exact route of the processions will be as indicated on the map attached hereto as Exhibit "C".
2. Association shall contract and pay for a total of eight law enforcement officers to ensure traffic control and the safety of the participants. Each pedestrian procession must have a law enforcement escort vehicle at the front and at the rear of each procession.
3. Trash and recycling receptacles shall be placed at the staging area and at suitable locations throughout the route to ensure adequate collection.

B. **Fantasy Zones - During Friday Street Fair & Saturday Parade.**

1. The Fantasy Zones are identified on exhibit A. Association shall:

- a. Arrange for trash and recycle receptacles and post signs in letters no less than 2" in height as follows: **"NO ALCOHOLIC BEVERAGES, BODY PAINTING OR PERSONS IN VIOLATION OF THE NUDITY ORDINANCE ALLOWED BEYOND THIS POINT."**
"Clothing required beyond the Fantasy Zone."
 - b. Assign monitors to patrol the Fantasy Zones requesting persons leaving to deposit all alcoholic beverages into trash and recycle receptacles and advising participants of the city's nudity laws.
 - c. Shall provide port-a-potties as directed by the City Manager.
 - d. Assure that persons engaged in body painting and airbrushing are not located on public property.
2. City agrees to provide barricades, traffic regulatory signs, close those streets and portions of streets, and prohibit parking on said streets as indicated on Exhibits "B," and "D," attached hereto, as follows:
 - a. **Street Fair:** Street Closure from 10:00 a.m. (closed for set up of vendors) to 4:00 a.m. **The Street Fair will begin at 12:00 noon and end at 1:00 a.m.** All vendors or individuals otherwise utilizing booth space shall be closed by 1 a.m. and off the street by 4:00 a.m. The Association agrees that any vendor violating this section shall not be permitted space at any future event. Any deposits retained by the Association by virtue of a vendor or operator's actions or inactions shall be remitted to the City within 45 days. **No face painting or body painting booths will be allowed on street.**
 - b. **Promenade:** Street closure from 9:00 a.m. to 5:00 p.m. **The Promenade hours shall be from 10:00 a.m. to 5:00 p.m.** Duval Street must be cleared no later than 6:00 p.m. Except for the area of Greene and Duval Streets.

City licensed HRCC Zone mobile vendors will be allowed on side streets from 12:00 noon to 10:00 p.m. HRCC Vendors wishing to remain on the streets until 10:00 p.m. must relocate to designated side streets. City will supply letter to Association naming approved vendors, the number and exact location. These HRCC

Zone mobile vendors must remain in location assigned by police department which will not interfere with fire lanes and Fantasy Fest Street Fair Vendors.

Food booths will begin set up at 10:00 a.m. on Greene, Caroline, Fleming, Petronia and Southard Streets. Please refer to Exhibit "B."

- c. **Saturday evening:** The parade will begin at 7:00 p.m. and end at approximately 10:30 p.m. as indicated on Exhibit "E." Nudity and lewd acts will not be permitted.

3. Association shall contract and pay for law enforcement officers from the Key West Police Department and the Monroe County Sheriff's Office for the required number of law enforcement officers for the Fantasy Zones, the Street Fair, and Promenade Saturday evening (including the City's portion, if applicable).

Should the Key West Police Department determine additional security is required, additional officer(s) will be assigned.

Should there be any additional costs incurred by the City that do not appear in the costs estimates, as the result of additional labor or equipment provided by the City of Key West, the festival organizer or contact person shall be informed by the City department spokesperson or contact person providing the service as soon as practical.

The City department spokesperson or contact person providing the services shall immediately advise the City Manager of the action to add extra labor or equipment.

Requirements for the employment of off-duty Key West Police Officers is attached hereto as Exhibit "F." City will provide Association with the list of Key West Police Officers working the events.

4. Association shall advise all vendors not to discard used cooking oils, grease, or any other materials onto City streets or into storm drains. The Association shall provide appropriate collection containers conveniently located and readily available to facilitate vendors in properly discarding all cooking oil and grease.

5. No vendors will be permitted in the projected pedestrian right-of-way at intersections.
6. Association agrees to keep one lane of all blocked streets open at all times during the events to allow access to any areas of the blocked streets for emergency vehicles.
7. Association will provide portable toilets to be available to the public during all events, as required by the city manager or designee Friday and Saturday only.
8. City will provide extra trash receptacles for use during the events. Association shall pay costs for two pick-ups and disposal charges for referenced trash and recycle receptacles.
9. City will provide clean-up crews to remove all litter resulting from the events, with costs of said clean-up to be paid by Association, as provided for in Exhibit "G" of this Agreement.

C. Insurance and Indemnity requirements.

Association shall:

1. Provide comprehensive liability insurance insuring itself and City against all claims of damages or injury to persons or property arising for any reason as a result of the activities associated with events permitted by City. The insurance policy shall be written by a solvent insurance company in good standing and shall provide a minimum of \$2 Million coverage for bodily injury arising out of one incident and \$10 Million Dollars aggregate. This policy shall show City as an additional named insured and a copy shall be provided to the Special Events Section of the City Manager's Office no later than three weeks before the Fantasy Fest's first event.
2. Indemnify and hold City harmless from all losses, claims, damages, liabilities, and expenses which may be incurred by City or which may be claimed against 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 Association or its equipment, employees, agents, guests, licensees, or invitees for the Association's activities or which damages/injuries are consequent or arise from Association's failure to comply with all applicable laws, statutes, ordinances, and regulations.

D. Payment for City Services

1. Attached hereto as Exhibit "G" is City's good faith estimate of costs for City services for the Fantasy Fest events approved under this agreement. It is understood this estimate is based on actual services provided by City during the 2010 Fantasy Fest and the information provided by Association for the previous year.
2. City will provide to Association an itemized invoice of actual costs incurred for all services rendered in connection with the events approved by this Agreement.
3. Association will remit payment to City within forty-five (45) days of invoice date an amount up to the sum of \$55,750.00 for those services itemized on the invoice with the understanding Association will remit payment directly to all contracted off-duty law enforcement officers and its fire department personnel. The Association shall make arrangements for privately contracted clean-up services to assist with the clean-up during the Fantasy Fest events on Friday and Saturday. Each year thereafter, Association will be billed in an amount up to the sum of \$55,750.00, and shall increase by 3% each year through 2015.

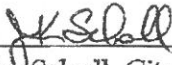
The annual fee \$55,750 cap includes all services, whether paid for directly by Association for Tourism Development or provided by the City.

E. Term

1. The term of this agreement shall be for five (5) years and shall apply to the Fantasy Fest activities for the years 2011 to 2015, inclusive. Each year, no later than 120 days before Fantasy Fest, the Association shall supply to the City that year's schedule of events, which shall become an attachment to this Agreement. In addition, a new exhibit "G," pursuant to paragraph F.1., shall be attached to this Agreement each year. Its terms shall be at the mutual agreement of the parties.


IN WITNESS WHEREOF, Association and City hereby accept and agree to abide by the terms and conditions set forth herein, and have hereunto executed this Agreement, this 9th day of MAY, 2012.

CITY OF KEY WEST



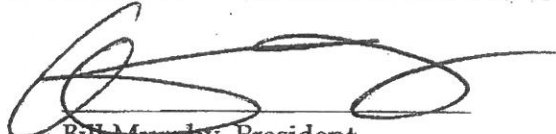
Jim Scholl, City Manager





Lisa Smith, City Clerk

KEY WEST TOURIST DEVELOPMENT ASSOCIATION



Bill Murphy, President

ATTEST:

Secretary

Exhibit A

- Fantasy Fest Map A - Fantasy Zones
- The Friday of the Street Fair and the Saturday of the Parade
- Noon to Midnight
- Waive open container ordinance
- Waive noise ordinance
- TDA will supply container receptacles with appropriate message
- Fantasy Zone does not mean all streets are closed

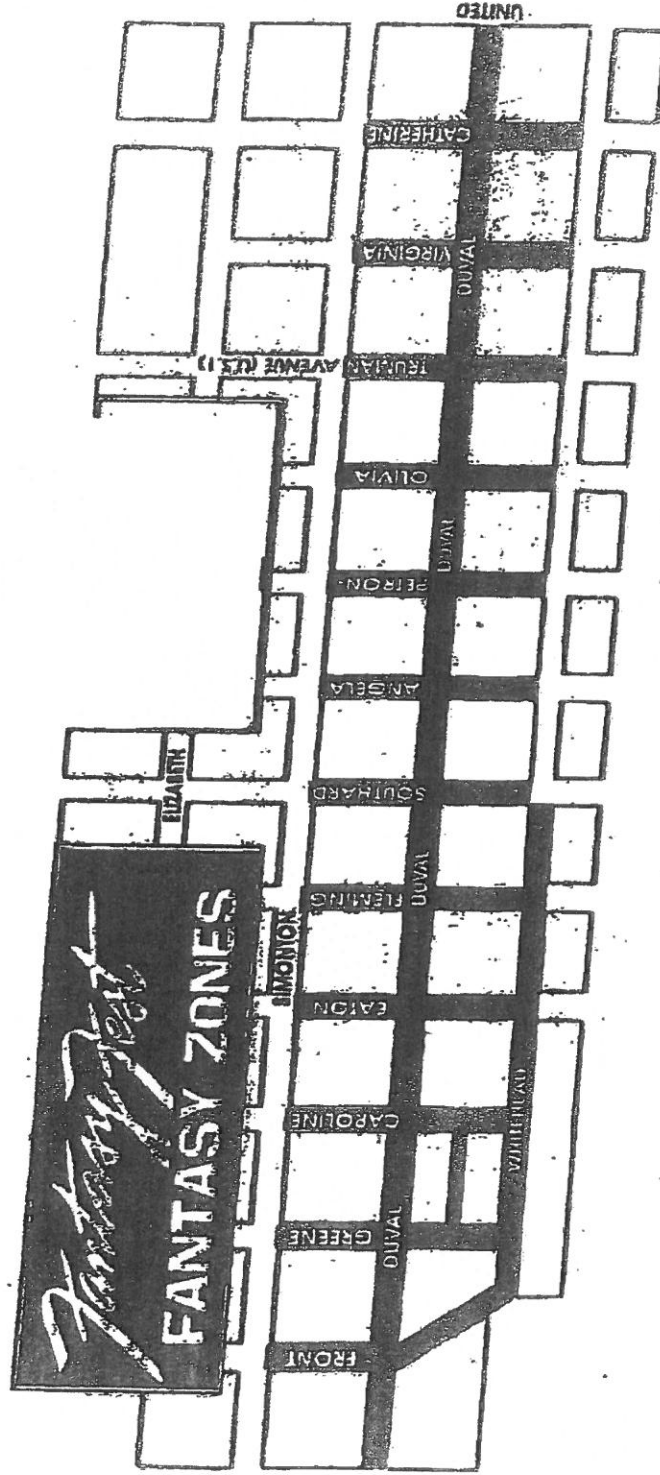


Exhibit B

Fantasy Fest Map B - Friday Street Fair
 2:00 p.m. to 10:00 p.m. - All cross streets open
 Five non-profit alcohol booths, locations to be announced
 Arts & Crafts vendors
 Food vendors
 801 Tea Dance

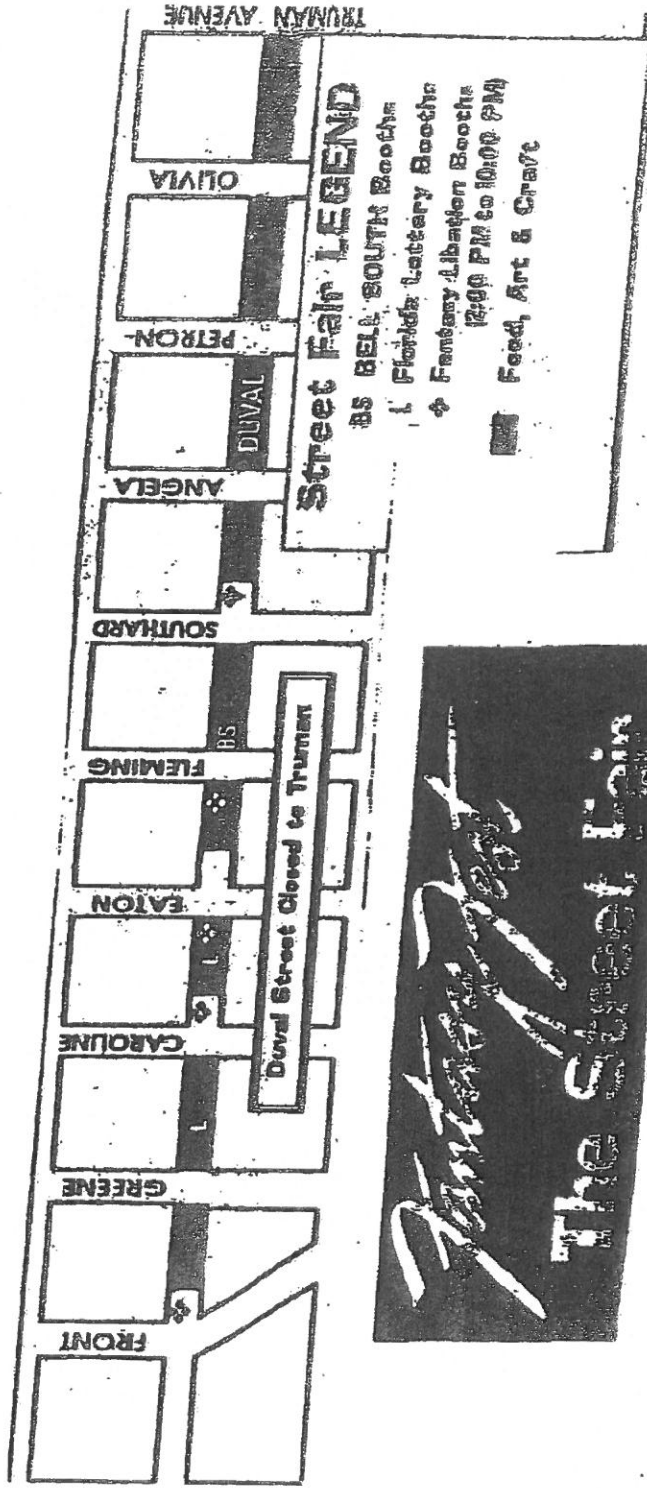


Exhibit C

Fantasy Fest Map C - Masquerade March
 Friday of the Street Fair - 5:00 p.m. to 7:30 p.m.
 Routes may vary due to construction

The dotted line represents the North Route
 The solid line represents the South Route
 Routes combine on Duval Street & precede
 through the Street Fair to Front Street

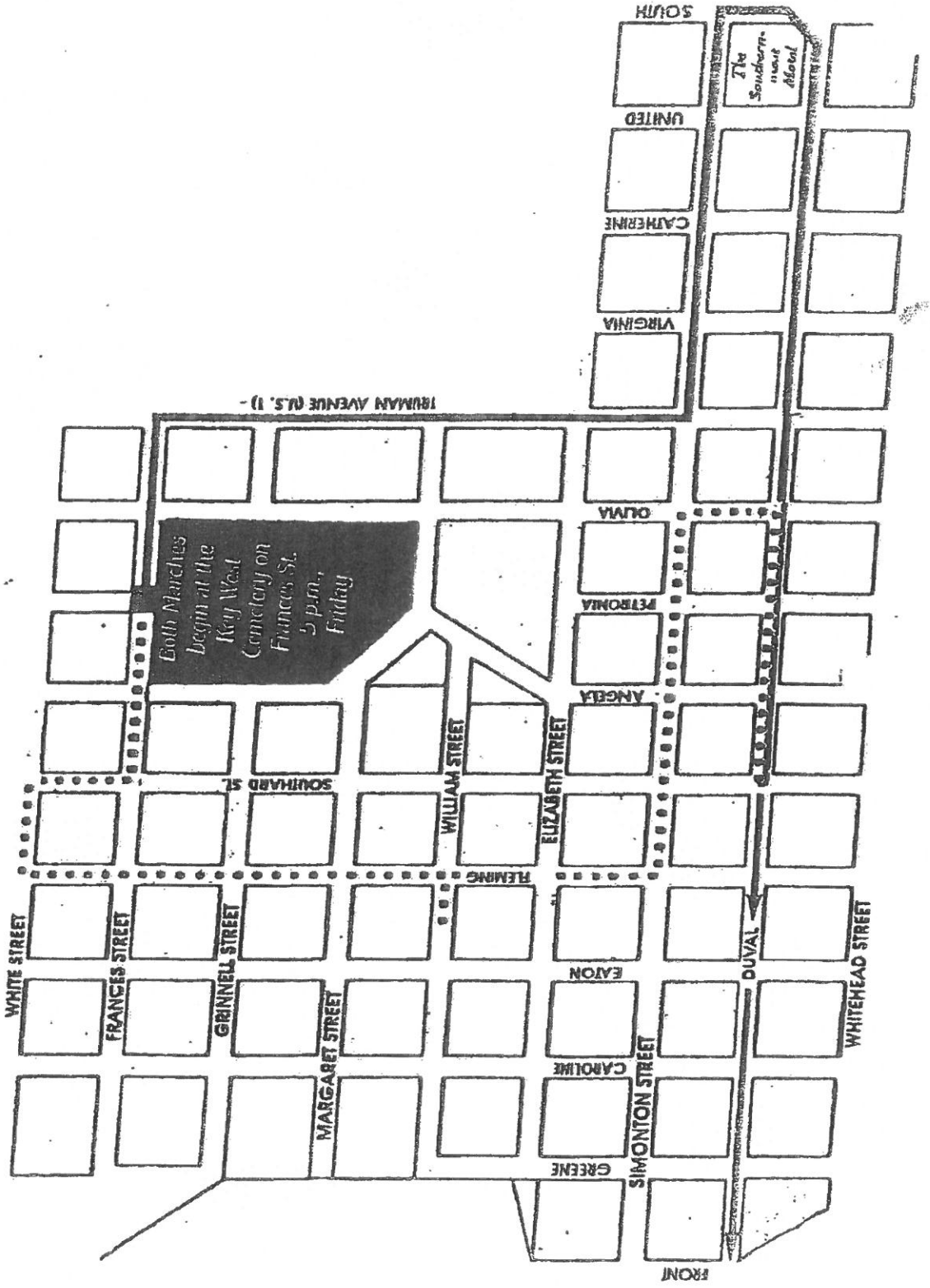
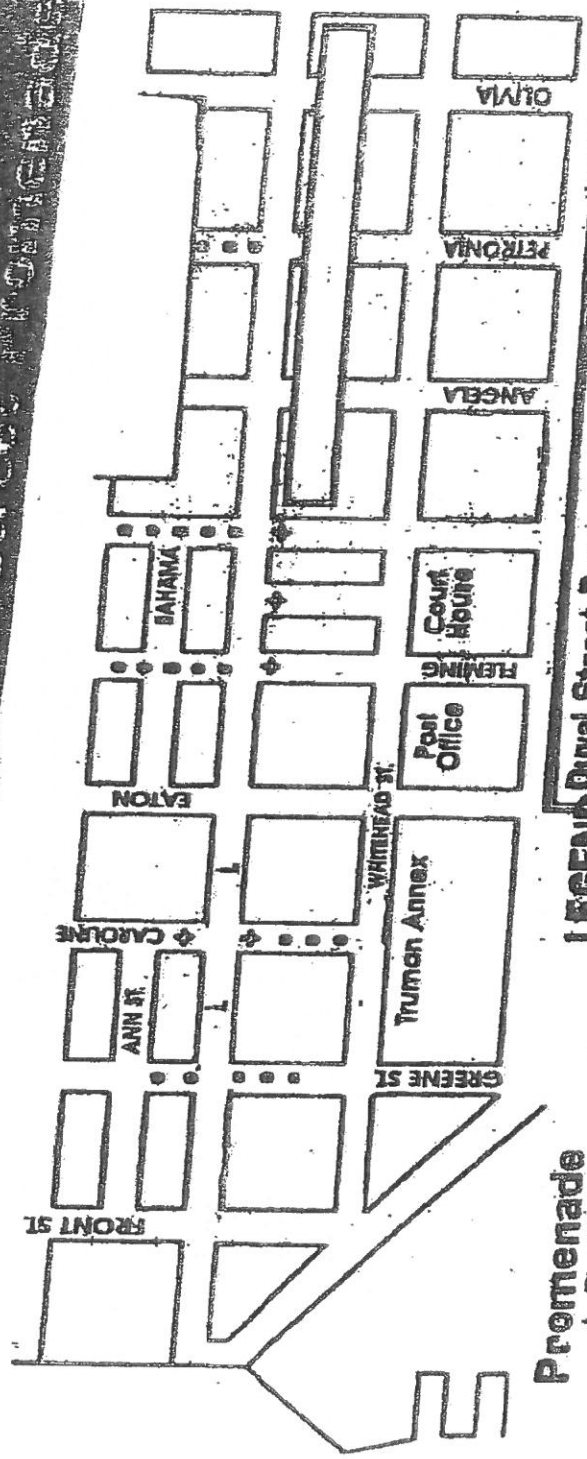


Exhibit D

Fantasy Fest Map D - Street Fair Promenade
 Saturday of the Parade - Noon to Parade Time
 Some booths on Duval will operate until 5:00 p.m.
 (Florida Lottery, maskers, information, etc.)
 Street events in 1100 and higher blocks of Duval may
 remain in the street until 8:00 p.m.

Duval Street Promenade



Promenade

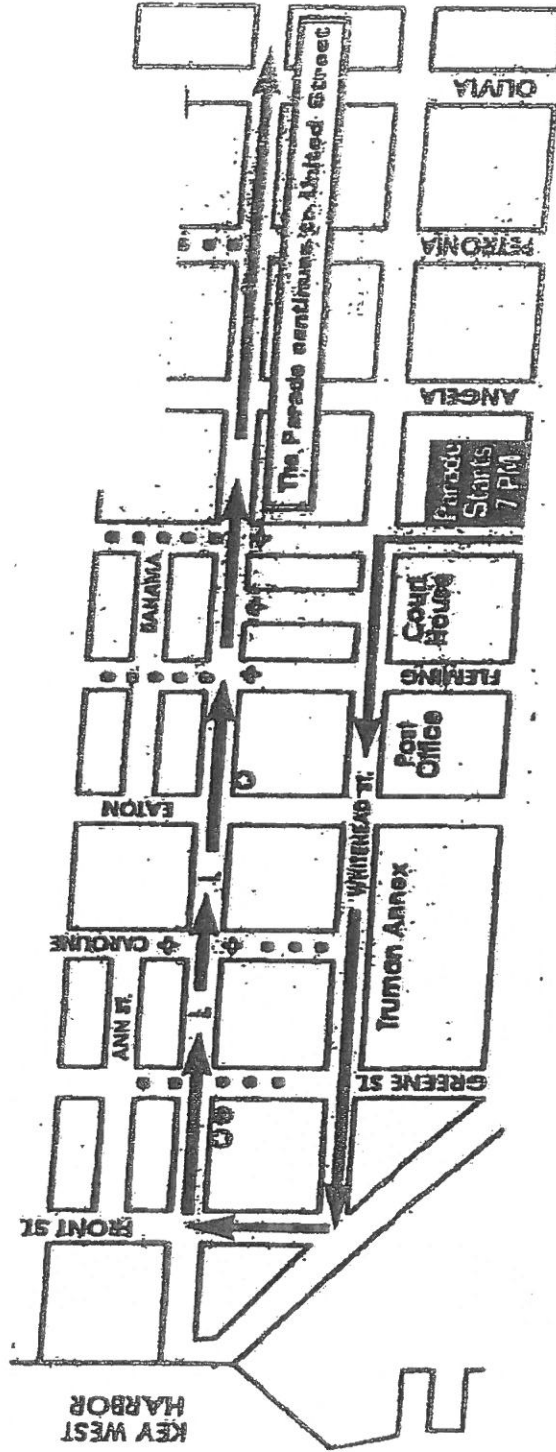
- L Florida Lottery Booths
- ◆ Fantasy Libation Booths Noon - 10:30PM
- Food Booths Noon - 10:30PM

LEGEND Duval Street Promenade

- Noon till Parade Time includes: Duval Street closed from Front to United with Mask Makers, Applegans
- Food Booths, Entertainment Stages in the 400 & 700 blocks
- Fantasy Libation Booths will be at Front, Caroline, Fleming, Appalreuth Lane & Southard Streets.

Exhibit E

Fantasy Fest Map E - Parade
Last Saturday of Fantasy Fest Week
Parade steps off at 7:00 p.m. at Southard
and Whitehead streets
No parking along parade route
Cars violating "No Parking" signs will be towed
Parade will continue to stage on Navy property at
the foot of Southard Street that is being conveyed to
the City of Key West



FANTASY FEST 2011 THROUGH 2015

REQUIREMENTS FOR THE EMPLOYMENT OF

OFF-DUTY KEY WEST POLICE OFFICERS

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

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

EXHIBIT "F"

Cost for City Services - Fantasy Fest

2010

Code		\$1,294.45
City Fire Department		\$18,535.00
City Police	Fri & Sat	\$27,367.90
	Mon - Thur	\$5,336.62
Public Works	Fri & Sat	\$104,128.17
	Mon - Thur	\$29,136.77
Parking		\$1,110.44
	Totals	\$186,899.35

Exhibit G

FANTASY FEST 2011 THROUGH 2015

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OFF-DUTY KEY WEST POLICE OFFICERS

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EXHIBIT "F"



THE CITY OF KEY WEST

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

PUBLIC NOTICE

THIS IS TO NOTIFY YOU THAT THE KEY WEST TOURIST DEVELOPMENT ASSOCIATION 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 28, 2011 AND ON SATURDAY, OCTOBER 29, 2011 FROM 10:00 A.M. TO 4:00 A.M. ON DUVAL STREET FROM TRUMAN ANNEX TO WHITEHEAD STREET TO FRONT TO DUVAL AND END AT UNITED STREETS FOR FANTASY FEST 2011 WHICH IS LOCATED WITHIN 100 FEET OF YOUR PROPERTY. A HEARING ON THE APPLICATION WILL TAKE PLACE AT THE CITY COMMISSION MEETING ON JUNE 7, 2011, 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.

Key to the Caribbean – Average yearly temperature 77° F.



THE CITY OF KEY WEST

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

RELEASE AND INDEMNIFICATION

Fantasy Fest 2011
October 28 & 29, 2011

SUB
e

I Linda O'Brian being authorized to act on behalf of and legally bind Key West Tourist Development Association. 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.

[Signature]
Signature of Witness

[Signature]
Signature of Applicant

DAVID LASSEAU
Print Name

Linda O'Brien
Print Name

5/23/2011
Date

5/23/11
Date

Key to the Caribbean - Average yearly temperature 77° F.

FANTASY FEST COST AGAINST CAP
(Direct Payment)

	2010	2009	2008	2007	2006
Less expenses paid					
City of Key West PBA	\$20,907.00	\$17,925.00	15,870.00	17,210.00	13,930.00
Grand Marshall	\$1,000.00				
City of Key West Fire	\$18,500.00	\$17,030.00	17,740.00	14,515.00	13,080
Monroe County Sheriff's	\$9,300.00	\$11,185.00	11,065.00	8,540.00	8,890.00
Radios	\$605.00	\$580.00	742	1,015.88	1,263.00
MARC House	\$0.00	\$0.00	1,567.00	1,467.00	1,231.00
Waste Management	\$8,729.00	\$7,450.00	8,008.75	8,008.75	6,710.00
Rescue	\$0.00	\$0.00	1,655.00	1,653.00	1,653.00
Total	\$58,041.00	\$55,170.00	56647.75	52409.63	46,757.00
Cap	54,121.61	53,060.40	52,020.00	51,000	50,000.00

Fantasy Fest City Cost

	2010	2009	2008	2007	2006
Code					
FF Direct Cost	\$1,294.46	\$1,343.95	\$1,147.37	\$1,318.88	\$1,592.40
City Fire Department FF Direct Cost	\$1,104.08	\$1,762.52	0.00	0.00	0.00
City Police					
FF Direct Cost	\$27,367.90	\$30,318.29	\$25,716.49	\$29,422.59	\$29,705.48
Fri & Sat	\$5,336.62	\$5,560.94	\$4,118.95	\$9,340.04	\$10,600.46
Mon - Thur	\$32,704.52	\$35,879.23	\$29,835.44	\$38,762.63	\$40,305.94
Public Works & Barricades set up					
FF Direct	\$44,345.33	\$44,345.33	\$15,562.04	\$18,576.71	\$25,114.48
Overtime	\$5,733.54	\$3,084.58	include	include	include
Consumables	\$3,874.28	\$5,827.08	\$0.00	\$7,130.00	\$19,800.00
Sub Total	\$33,958.15	\$53,256.99	\$15,562.04	\$25,706.71	\$44,914.48
Mon-Thurs Overtime	\$19,737.57	\$26,990.95	\$6,263.48	\$0.00	\$0.00
Consumable	\$7,644.72	\$4,112.76	include		
Sub Total	\$1,017.20	\$1,402.20	\$6,263.48	\$0.00	\$0.00
PW Total	\$28,399.49	\$32,505.91	\$21,825.52	\$25,706.71	\$44,914.48
Parking	\$1,110.44				
Total	\$118,566.14	\$124,748.60	\$52,808.33	\$65,788.22	\$86,812.82
*City owned equipment not charged by Public Works	\$50,912.50	\$49,897.60	\$2,039.40	\$6,381.40	\$7,245.50



THE CITY OF KEY WEST

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

SPECIAL EVENT (Exemption from Noise Ordinance)

STREET CLOSURE APPLICATIONS

The following applications for Special Events/Street closures will be considered at the city commission meeting of June 7, 2011, 6:00 p.m. Old City Hall

Sloppy Joe's Bar
9th Annual Biker Garden
Street Closure
Greene Street between Duval and Ann Streets
Saturday, September 17, 2011
11:00 a.m. to Midnight
Contact Donna Edwards – 305 296-238 Ext 21

Fantasy Fest
Agreement
2011 through 2015
Street Closure, Noise Exemption & Alcohol permit
Friday, October 28 & Saturday, October 29, 2011
Masquerade March
Friday of the Street Fair, October 28, 2011
There will be two pedestrian processions leaving the
Cemetery at 5:00 p.m. and arriving on Duval Street at approximately
7:30 p.m.

Friday Street Fair
Street closed at 10:00 a.m.
Street fair to start at 12:00 noon till 12:00 midnight
Duval Street from Front Street to United Street

Saturday Street Fair
October 29, 2011
10:00 a.m. to 5:00 p.m.
Duval Street from Front to United Streets

Saturday Event Parade
Saturday, October 29, 2011
Starting at the Truman Annex, take left on Whitehead to Front
Right on Duval and end on United Street
Parade will begin at 7:00 p.m. and end at approximately at
10:30 p.m.

Street will stay closed until the Police Department decides it is safe to
Open

Contact: Linda O'Brien at 305 296-5596