

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

\$50.00

Date 4-1-2013

Applicant Name KEY WEST BUSINESS GUILD

Applicant Address 513 TRUMAN AVE KEY WEST FL 33040

Applicant Phone Number 305.294.4603

Event Name KEY WEST PRIDE STREET FAIR & PARADE

Event Address/Location STREET FAIR: 700 & 800 BLOCKS DUVAL

Date of Event STREET FAIR: JUNE 8 - PARADE: JUNE 9
PARADE: TRUMAN WATERFRONT, WHITEHEAD, FRONT DUVAL TO SOUTH

Nature of Event STREET FAIR & PARADE CULMINATE THE WEEKS
LGBTQ CELEBRATION OF PRIDE & COMMUNITY

Profit Non Profit 501 C6

Time(s) Request for Exemption 8AM - 10PM TIME A & 5-7pm TIME 9

Number of Exemptions at this location this calendar

Date of last exemption _____

City of Key West
*** CUSTOMER RECEIPT ***
Oper: KEYWMBM Type: DC Drawer: 1
Date: 4/08/13 45 Receipt no: 56620

Description	Quantity	Amount
SS SPECIAL EVENTS PAYMENTS	1.00	\$50.00

G/L account number:
00100003429300
00100001040000

KEY WEST BUSINESS GUILD
APPLICATION PROCESSING FEE

Tender detail		
CK CHECK	1816	\$50.00
Total tendered		\$50.00
Total payment		\$50.00

Trans date: 4/05/13 Time: 16:37:17

Revised for
Third Reading
11/19/02

ORDINANCE NO. 02-29

AN ORDINANCE OF THE CITY OF KEY WEST, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES ENTITLED "AMUSEMENTS AND ENTERTAINMENT" BY AMENDING ARTICLE 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 provision of additional or extraordinary support services by police, fire, administrative, or other city departments in order to maintain order or safety or to escort participants shall pay to the city the cost of such services. A down payment of ten percent (10%) of the costs, as estimated by the city manager, shall be made to the city either by certified check or credit card at least ten (10) days prior to the event.

(b) The city manager shall establish a cost schedule for additional or extraordinary support services for the events referred to in subsection (a) of this section, which schedule shall be subject to approval of the city commission. The city manager is authorized to provide reasonable terms for time and manner of payment. If the event sponsor fails to pay the full costs at the time determined by the city manager or, if no such deadline is

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

established, then within thirty (30) days after the event the city may impose an interest charge on the amount due at the rate of one and one half percent (1-1/2%) per month.

(c) The city commission may grant special exceptions to this section for cause shown upon the public record.

(d) The first ~~\$500.00~~ \$1,000.00 of costs as specified in subsection (a) of this section may be waived for any organizer or sponsor which has qualified as a tax-exempt nonprofit organization according to state or federal law. Acceptance of this waiver by such sponsor shall render the event a public accommodation subject to the human rights provision of the section 38-225.

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

Section 2. That section 6-27 is hereby added to the Code of Ordinances as follows:

Sec. 6-27. Food, beverage and merchandise booths.

No booth or stall set up for a special event and serving any amount or type of food and/or beverage, or selling merchandise, shall be placed directly in front of, or within five(5) feet of the property line of, a restaurant or a bar or a retail store (selling

primarily the same or similar merchandise), unless the owner of the restaurant, the bar or the store consents. This section shall not apply to major festivals as defined in section 6-58.

Section 3. That section 6-56 of the Code of Ordinances is hereby amended as follows:

Sec. 6-56. Application.

(a) Except as provided in section 6-58, Aat least 60 days prior to a proposed special event that will result in the closing of a public street, the sponsor shall submit an application to the city manager. An application may be made either by a tax-exempt nonprofit organization (nonprofit) or jointly by a nonprofit and a private person or business entity.

(b) If the city manager approves the application, he shall then schedule it for consideration by the city commission. However, if the special event proposes to close only one block, is intended to end prior to 9:00 p.m. on any day of the year, and does not seek either a ~~fee~~ cost waiver or a noise exemption, the city manager may give final approval to the application.

(c) Each application shall include the name of a sponsor's contact person and that person's 24-hour telephone number(s), in case of emergency.

Section 4. That section 6-57 of the Code of Ordinances is hereby amended as follows:

**Sec. 6-57. Donation of percentage of revenue
to nonprofit organization.**

~~A percentage of the revenues of a special event that causes the closing of a city street must be donated to the nonprofit organization and, at the sponsor's option, to additional charities. On the application form issued by the city manager, the nonprofit must state the amount or percentage of revenues it anticipates to receive from the special event.~~ When a sponsor proposes a special event that will cause the closing of a city street or other public right-of-way, the sponsor must donate at least twenty-five percent (25%) of the sponsor's gross revenues or \$1,000.00, whichever is greater, to at least one nonprofit organization. The sponsor must designate the nonprofit organization(s) on the application for the event. Each named nonprofit organization must provide the city manager with a letter of assent.

Section 5. That section 6-58 of the Code of Ordinances is hereby amended as follows:

Sec. 6-58. Major festival.

(a) A major festival is a special event of regional impact. Major festivals are: ~~Faney~~Fantasy Fest, Hemingway Days, Goombay Festival, Conch Republic Celebration, the Poker Run, the Valentine's Day event for Wesley House, the Red Ribbon event at ~~Mango's~~ Mangoes, and such other special events as may be added or subtracted by resolution of the city commission. Private persons

or business entities who sponsor major festivals are not required to provide funds to a non-profit organization per section 6-57. An application for a major festival must be received in the city manager's office at least six (6) months in advance of the scheduled event. ~~have a non profit coapplicant or to provide a percentage of revenues to a charitable cause.~~

(b) A business that seeks to sell alcoholic beverages at a major festival pursuant to an APS state license, and which is not a bar or restaurant or other concern that sells alcoholic beverages in the ordinary course of its business, must obtain the written approval of the major festival sponsor and provide such approval to the city of Key West.

Section 6. That section 6-61 is hereby added to the Code of Ordinances as follows:

Sec. 6-61. Temporary bathroom facilities.

Whenever the sponsor of a special event provides temporary bathroom facilities on the public right-of-way, at least five percent (5%) of those facilities or one of those facilities, whichever is the greater number, shall be accessible to persons with physical disability.

Section 7. If any section, provision, clause, phrase, or application of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, the remaining provisions of this Ordinance shall be deemed severable

therefrom and shall be construed as reasonable and necessary to achieve the lawful purposes of this Ordinance.

Section 8. All Ordinances or parts of Ordinances of said City in conflict with the provisions of this Ordinance are hereby superseded to the extent of such conflict.

Section 9. This Ordinance shall go into effect on January 1, 2003.

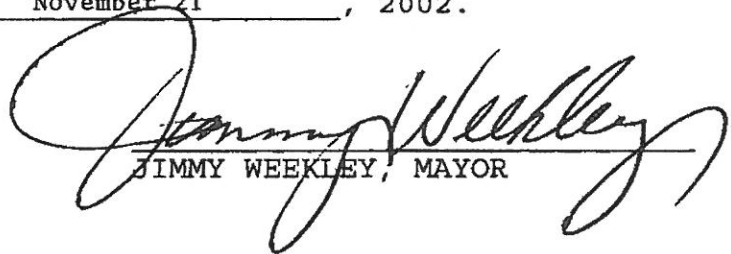
Read and passed on first reading at a regular meeting held this 16th day of October, 2002.

Read and passed on second reading at a regular meeting held this 6th day of November, 2002.

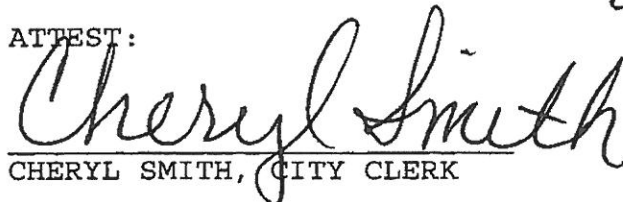
Read and passed on final reading at a regular meeting held this 19th day of November, 2002.

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

Filed with the Clerk November 21, 2002.


JIMMY WEEKLEY, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST
POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041-1409
WWW.KEYWESTCITY.COM

MEMORANDUM

TO: Mayor & Members of the City Commission

FROM: Robert Tischenkel
City Attorney RT

DATE: October 17, 2002

RE: Special Events Ordinance
Second Reading

The following are the changes made to the Special Events Ordinance for second reading:

- Section 6-26. The requirement of certified check or credit card applies only to the down payment.
- Section 6-27. The requirement of payment for parking meters has been removed altogether. In its place is a new section concerning food and beverage booths, and a prohibition against their placement in front of or near restaurants and bars.
- Section 6-56. The contact person's telephone number is now required.
- Section 6-57. Each nonprofit organization named by a sponsor in the application must provide a letter of assent to the City Manager.
- The effective date of the ordinance is January 1, 2003.

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 MEH
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 MEH
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 MEH
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 MEH
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 MEH

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 MEH
9. All applications are subject to approval at the discretion of the City Manager and/or City Commission.
Sponsor's Signature MEH
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 MEH
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 MEH
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 MEH
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 MEH
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 MEH
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 MEH

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 MEH

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 MEH.

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 MEH.

Complete Checklist for Event Recycling

City of Key West

- Identify contact person at the festival responsible for working with recycling.
Name of person: MATI HON Phone number: 305.900.0164
- Identify the recyclable commodities that will be used by the public and behind-the-scenes.
Aluminum Glass #1 Plastic #2 Plastic Steel
Corrugated Cardboard Other:
- Define the amount of recycling containers needed for the festival grounds (based on commodities used at 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: 20 - 95 gallon cans
- Arrange for recycling containers for the grounds and a large container (roll-off or festival box) and coordinate delivery and removal arrangements. Recycling containers may be ordered from Waste Management. 305 296-2825.
Arrangements made: Waste Management
- Capacity of containers on grounds: 20 x 95 = 1900 Capacity
Contact person for containers: MATI HON Phone #: 305.900.0164
- 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: Waste Management
- 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: 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*

FIRST STATE BANK
OF THE FLORIDA KEYS
KEY WEST, FLORIDA 33040

1817

63-43/670
10

3/29/2013

KEY WEST BUSINESS GUILD INC
513 TRUMAN AVE
KEY WEST, FL 33040

PAY TO THE ORDER OF City of Key West

\$ **1,000.00

One Thousand and 00/100***** DOLLARS

City of Key West
P O Box 1409
Key West, FL 33041-1409

TWO SIGNATURES REQUIRED OVER \$2500.00

MEMO

deposit

[Signature]
AUTHORIZED SIGNATURE

Details on Back

Security Features Included

City of Key West
*** CUSTOMER RECEIPT ***
Oper: KEYWMBM Type: DC Drawer: 1
Date: 4/08/13 45 Receipt no: 56618

Description	Quantity	Amount
ZZ UNUSUAL PAYMENT	1.00	\$1000.00

G/L account number:
00100002200100

KEY WEST BUSINESS GUILD
KEY WEST PRIDE WEEK RECYCLING

Tender detail		
CK CHECK	1817	\$1000.00
Total tendered		\$1000.00
Total payment		\$1000.00

Trans date: 4/05/13 Time: 16:35:46



SPECIAL EVENT RECYCLE PLAN

Key West Business Guild – Key West Pride Street Fair
700 & 800 Blocks of Duval Street
Saturday, June 8 2013, 10am-8pm

Recycle Coordinator: Matt Hon, Event Coordinator

The Key West Business Guild will once again contract with Waste Management of the Florida Keys who will provide containers for waste removal. The containers will be delivered on Friday, June 7th to the corner of Petronia and Duval and be lined up neatly against the wall of the Bourbon Street Pub(on Petronia St) until they can be set into place(next to trash cans)on Saturday, June 8th, by the Street Fair Volunteers. Placement of containers will take place between 8am & 10am. Containers will be returned to the side wall of Bourbon Street Pub(Petronia St) once the street fair complete.(8pmish) and will be picked up by Waste Management on Monday, June 10th. We will work with volunteers throughout the day, organized by the Guild's Event Coordinator, to ensure that the containers are placed properly, used properly, and moved to the pick-up location at the end of the night.

Key West Business Guild – Key West Pride Parade Staging Area
Truman Annex Waterfront Parking Lot
Sunday, June 9 2013, 2pm-6pm

The Key West Business Guild will once again contract with Waster Management of the FL Keys who will provide containers for waste removal. The containers will be delivered on Friday, June 7th to the Truman Waterfront Parking lot and placed near the tree in the center of the lot until they will be placed throughout the parking lot(the parade staging area) by KW Pride Parade volunteers. Once the parade is staged and stepped off from staging area, KW Pride Volunteers will return all containers back to the tree and will be picked up by Waste Management on Monday, June 10th. We will work with volunteers throughout the parade staging to ensure that the containers are properly place, used properly and moved back to the pick-up location.



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3828

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, appearing to read "Matthew Hon", is written over a horizontal line.

MATTHEW HON
EVENT COORDINATOR
KEY WEST BUSINESS GUILD

**PETITION OF NO OBJECTIONS
KEY WEST PRIDE 2013 STREET FAIR
SATURDAY, JUNE 8, 8AM- 10PM
700 and 800 BLOCKS OF DUVAL**

Address	Business Name	Representative	Signature
817 Duval	Nail Fini	Denise Hostler	
816 Duval	Croissants de France	Deborah Dotal	
802 Duval	Kermit's Keylime Shop	Olesia Holomanik	
800 Duval	Fury Surf Shack	Rich Foy	
721 Duval	Burton Street Pds	Joe Schroeder	
720 Duval	New Orleans House	Neil Chamberlain	
724 D	Pizza Joe's	Jim Buryel	
721	GRAFFITI	Phil Anderton	
717	KW H Avenue	Bill Gerst	
716	Aria	Edwin Alvarez	
714	Aqua Beachwear	Coram Mendes	
712-B	GREEN WORLD GALLERY	Toy	
712-A	Bath Junkie	Justin Brent	
710 Duval	Surpass Hut	me lissa Rinau	
706-A		In Touch	
701	Evolution	Skahen	
703 1/2	HAVANA Key West	ZOEY	
705	West Lower Store	Zoey	
801	801 Burton	Roxit	
815 Duval	Duval House	L Kriski Heads	
812	Tropical Inn	Jane Lowe	
717	Southernmost tattoo	JASON CARINGTON	

(16)

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

09/25/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Key West Insurance, Inc. 646 United Street, Suite 1 Key West, FL 33040 Key West Insurance, Inc.	Phone: 305-294-1096 Fax: 305-294-8016	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Century Insurance Group	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED Key West Business Guild Attn: Rebecca Tomlinson PO Box 1208 Key West, FL 33040	NAIC #		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CCP746118	07/10/12	07/10/13	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PERSONAL & ADV INJURY
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COMPIOP AGG	\$ excluded
	<input type="checkbox"/> ALL OWNED AUTOS							\$
	<input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> EXCESS LIAB							\$
	<input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DED							\$
	<input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

clubs civic services
Certificate holder is named additional insured as their interest may appear.

CERTIFICATE HOLDER

City of Key West
PO Box 1409
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Key West Insurance, Inc.

© 1988-2010 ACORD CORPORATION. All rights reserved.

Key West Business Guild, Inc.
 Key West Pride Profit & Loss Detail
 January through December 2012

Date	Num	Name	Memo	Amount
Ordinary Income/Expense				
Income				
Event Income				
Pride Fest				
Pride Sponsorships				
3/27/2012	7043	First State Bank	Key West Pride Sponsor - Pawter Level	500.00
3/27/2012	7043	First State Bank	In-Kind Donation (\$400) - Tents & Volunteers	-400.00
4/5/2012	7058	Key West Butterfly Conserv...	Key West Pride 2012 Customized Sponsorship Package - Gold Level	1,000.00
4/5/2012	7061	Premier Beverage Compan...	2012 Key West Pride Sponsorship Package - Finlandia Vodka and Herradura Tequila	1,500.00
4/9/2012	7079	Barefoot Wines	2012 Key West Pride Sponsorship Package - Wine	1,000.00
4/9/2012	7079	Barefoot Wines	2012 Key West Pride Official Event Sponsor - Beach Cleanup Day - Thurs. June 7	500.00
4/19/2012	7110	Centennial Bank - Whitehead	2012 Key West Pride Sponsor - per Todd German	500.00
4/26/2012	7111	Coca-Cola	2012 Key West Pride Sponsor	1,500.00
Total Pride Sponsorships				
6,100.00				
Pride Event Sponsorships				
2/15/2012	6932	Island House	2012 Key West Pride Event Sponsor - 2 Events	1,000.00
3/12/2012	6998	801 Bourbon	2012 Key West Pride Event Sponsor - Miss Pride, Wed. June 6, 8pm-10pm	500.00
3/12/2012	6998	801 Bourbon	2012 Key West Pride Event Sponsor - Copa Redux Party, Sat. June 9, 9pm-4am	500.00
3/12/2012	6998	801 Bourbon	2012 Key West Pride Event Sponsor- Drag Show, Wed. June 6 11pm - NO CHARGE	0.00
3/12/2012	6998	801 Bourbon	2012 Key West Pride Event Sponsor - Parade Party, Sun. June 10, 4pm-9pm - NO CHARGE	0.00
3/12/2012	7001	Alexanders Guest House	2012 Key West Pride Event Sponsor - Happy Hour TBD	500.00
3/12/2012	7006	Pearl's Key West	2012 Key West Pride Event Sponsor - Friday Jun. 9, 8pm-11pm	500.00
3/12/2012	7010	Equator Resort	2012 Key West Pride Event Sponsor - Fri. June 8, 12pm-4pm	500.00
3/12/2012	7013	Big Ruby's Guesthouse	2012 Key West Pride Event Sponsor - One Event	500.00
3/12/2012	7018	Bourbon Street Pub	2012 Key West Pride Event Sponsor - Mr. Pride Contest Fri., Jun 8	500.00
3/12/2012	7018	Bourbon Street Pub	2012 Key West Pride Event Sponsor - Pool Party - TRADE FOR USE OF STAGE DURING ST...	0.00
3/12/2012	7018	Bourbon Street Pub	2012 Key West Pride Event Sponsor - Fetish/Foam Party Sat. June 9	500.00
3/12/2012	7018	Bourbon Street Pub	2012 Key West Pride Event Sponsor - Parade Watch Balcony Party Sun Jun 10 - NO CHARGE	0.00
3/12/2012	7018	Bourbon Street Pub	2012 Key West Pride Event Sponsor - Happy Hour Listing for Thursday, June 8 - NO CHARGE	0.00
3/12/2012	7025	AQUA	2012 Key West Pride Event Sponsor - Ms. Pride Contest - Thurs. June 7	500.00
3/12/2012	7025	AQUA	2012 Key West Pride Event Sponsor - Drag Show Fri. June 8 - No Charge	0.00
3/12/2012	7025	AQUA	2012 Key West Pride Event Sponsor - Fruits of the Rainbow Fri. June 8	500.00
3/12/2012	7025	AQUA	2012 Key West Pride Event Sponsor - Parade Watch - Sun. June 10 - No Charge	0.00
4/9/2012	7064	Barefoot Billy's, Inc	2012 Key West Pride Event Sponsor	500.00
4/16/2012	7098	Saloon One	2012 Key West Pride Event Sponsor - Cock Shock - Friday, June 8	500.00
4/16/2012	7104	Saloon One	2012 Key West Pride Event Sponsor - Fetish Party - Saturday, June 9 - COMPLIMENTARY LIS...	0.00
4/19/2012	7105	Fury	2012 Key West Pride Event Sponsor	500.00
4/19/2012	7106	Sunset Watersports	2012 Key West Pride Event Sponsor	500.00
4/19/2012	7107	Blu Q	2012 Key West Pride Event Sponsor	250.00
4/19/2012	7107	Waterfront Playhouse.	2012 Key West Pride Event Sponsor	250.00
4/19/2012	7108	Hard Rock Cafe	2012 Key West Pride Event Sponsor - includes upgrade to full page ad in Pride Event Guide	500.00
Total Pride Event Sponsorships				
9,000.00				

Key West Business Guild, Inc.
Key West Pride Profit & Loss Detail
 January through December 2012

Date	Num	Name	Memo	Amount
Pride Merchandise				
6/4/2012	XXXX7171	Nancy Moulton, Ph.D.	Flag	10.00
6/4/2012	XXXX2797	A walkin/member of genera...	2 Flags	20.00
6/7/2012		Mixers	2 T-shirts	50.00
6/11/2012		A walkin/member of genera...	T-shirts	45.00
6/11/2012		A walkin/member of genera...	T-shirts	50.00
6/11/2012		A walkin/member of genera...	T-shirts	25.00
6/11/2012		A walkin/member of genera...	T-shirt	15.00
6/11/2012		A walkin/member of genera...	T-shirts	30.00
6/19/2012		A walkin/member of genera...	T-shirt	15.00
6/20/2012		A walkin/member of genera...	T-shirt	15.00
7/17/2012		A walkin/member of genera...	Cash sales of Pride T-shirts	250.00
			10 T-shirts sold @ 10% discount	135.00
		Total Pride Merchandise		660.00
Pride Street Fair				
3/21/2012	7034	ADS Help, Inc.	2012 Pride Streetfair	150.00
3/21/2012	7035	Montroe County Democratic...	2012 Pride Streetfair	75.00
3/21/2012	7036	ADS Help, Inc.	2012 Pride Streetfair - PAID - Deposited without an invoice created.	0.00
4/9/2012	7077	Bandana Market World	Pride Streetfair	150.00
4/9/2012	7082	Pride Cups and Things, Inc.	2012 Key West Pride Streetfair	150.00
4/20/2012	7112	Chikitsisigns	2012 PF Streetfair	150.00
4/27/2012	7113	Seek Unique Jewelry	2012 PF Streetfair	150.00
5/1/2012	7131	Catherine Vogel	2012 Key West Pride Streetfair	150.00
5/3/2012	7141	RB Connection	2012 Key West Pride Streetfair 1-10x10 booth for Campaign to Elect Catherine Vogel	300.00
5/10/2012	7142	Just Mine Creations	2012 PF Streetfair	150.00
5/10/2012	7150	Xena Fund	2012 PF Streetfair	75.00
5/10/2012	7152	Tile Art 2012	2012 PF Streetfair	150.00
5/12/2012	7132	Kona Ice	2012 PF Streetfair	300.00
5/12/2012	7133	Konch Kandies by Kris	2012 PF Streetfair	150.00
5/12/2012	7134	Key West Beachglass Desi...	2012 PF Streetfair	150.00
5/12/2012	7135	FSD Glass Studio	2012 PF Streetfair	150.00
5/12/2012	7147	BJ Events	2012 PF Streetfair	200.00
5/18/2012	7156	Maria's Catering	2012 PF Streetfair	200.00
5/20/2012	7143	Nu Amsterdam Apparel	2012 PF Streetfair	150.00
5/20/2012	7144	Henry's Latin Food	2012 PF Streetfair	200.00
5/20/2012	7148	KWMTWGP	2012 PF Streetfair	150.00
5/20/2012	7149	Fish Bone Design	2012 PF Streetfair	300.00
5/21/2012	7154	Metropolitan Community C...	2012 PF Streetfair	150.00
5/21/2012	7155	Isla Bonita	2012 PF Streetfair	75.00
5/23/2012	7140	Girl E Girl Boutique	2012 PF Streetfair	200.00
5/23/2012	7157	Let's Play Dress-Up	2012 PF Streetfair	300.00
5/29/2012	7139	Girl E Girl Boutique	2012 PF Streetfair - additional booth	150.00
5/29/2012	7168	Dave's Pets	2012 PF Streetfair	150.00
5/29/2012	7169	Readings by Robert	2012 PF Streetfair	150.00
5/29/2012	7170	Fortitude Quest LLC	2012 PF Streetfair	150.00
5/29/2012	7171	Tubeahm.com	2012 PF Streetfair	300.00
5/29/2012	7172	Lively Lights	2012 PF Streetfair	150.00
		Catered Bliss	2012 PF Streetfair	400.00

Key West Business Guild, Inc.
 Key West Pride Profit & Loss Detail
 January through December 2012

Date	Num	Name	Memo	Amount
5/30/2012	7175	Island Boyz	2012 PF Streetfair	200.00
6/1/2012	7173	All Light On You, LLC	201 PF Streetfair	150.00
6/1/2012	7173	All Light On You, LLC	2012 PF Streetfair - Late registration fee	25.00
6/1/2012	7174	Matt Koval's Campaign for ...	201 PF Streetfair	150.00
6/1/2012	7174	Matt Koval's Campaign for ...	2012 PF Streetfair - Late Registration fee	25.00
6/4/2012	BOUNCE	Dave's Pets	Bounced check #1006, replaced with cash payment totalling \$160.00 (included \$10 bounce fee)	-150.00
		Total Pride Street Fair		6,175.00
4/26/2012	7006	Pride Fest - Other	Sponsorship of Erin Davies and Fagbug Grand Marshall	4,000.00
		Total Pride Fest - Other		4,000.00
		Total Pride Fest		37,425.00
		Total Event Income		37,425.00
		Total Income		37,425.00
		Gross Profit		37,425.00
		Expense		
		Event Expenses		
		Pride Key West Expense		
4/30/2012	5430	ShelMag, LLC	6000 copies of Pride 2012 Event Guide - includes shipping (So. Fl., Tampa, Orlando, KW delive...	5,875.00
4/30/2012	5431	ShelMag, LLC	Graphics design charges for advertising	360.00
5/3/2012	4	UPS	Overnight shipping of check to ShelMag for Pride Event Guides	27.00
5/29/2012	575275	BOCC/TDC	TDC Reimbursement 50% of printing/production	-2,937.50
		Total Pride Event Guide		3,324.50
		Pride Event Expenses		
4/10/2012	1541	City of Key West	Pride Noise Exemption Fee	50.00
4/24/2012	DEBIT	Rhinestone Jewelry	2 crowns: Mr. Pride and Ms. Pride (using Miss Pride crown that was bought in 2011 when it wa...	137.95
4/30/2012	2012 Pride ...	City of Key West	Newspaper announcement of Pride special events	24.48
5/10/2012	DEBIT	Crystal Crowns	Crown for Pride pageant	84.00
5/16/2012	5	UPS	Overnight of check & contract to Erin Davies/Fagbug	37.00
6/7/2012	9	Sunset Watersports	Boat trip tips for 4 people: MHon, PShank, DClapsadle and ZMoses comp trips	80.00
6/15/2012	6/15/12	Peter Arrow	Printing of Scavenger Hunt forms	22.58
		Total Pride Event Expenses		436.01
		Pride Merchandise		
5/22/2012	9080	The T-Shirt Factory.	24 Pride T-shirts	236.20
5/22/2012	9081	The T-Shirt Factory.	30 Pride T-shirts	183.00
5/22/2012	9082	The T-Shirt Factory.	25 Pride T-shirts	211.25
6/5/2012	9119	The T-Shirt Factory.	41 Pride T-shirts	313.65
9/6/2012	DEBIT	Flags Importer.com	200 3x5 Rainbow Flags (sell for \$15 each, or \$10 for members)	252.63
		Total Pride Merchandise		1,196.73

Key West Business Guild, Inc.
 Key West Pride Profit & Loss Detail
 January through December 2012

Date	Num	Name	Memo	Amount
6/15/2012		Pride Security/Casual Labor		
		PRIDE 6/15... Matthew Hon	Pride 2012	250.00
Total Pride Security/Casual Labor				250.00
Pride Parade Expenses				
4/24/2012		DEBIT 24HourWristbands.com	Wristbands, etc. for Pride disbursement	981.36
6/10/2012		DEBIT Dollar Tree	Decorations for Parade	18.28
6/11/2012		DEBIT Avis Rentals	Convertible rental for Pride Royalty in parade	49.74
6/12/2012		6/12/12 PRL... Jeff Williamson	Police presence @ Pride 2012 Parade	180.00
6/12/2012		6/12/12 PRL... Randle Hartle	Police presence @ Pride 2012 Parade	180.00
6/12/2012		6/12/12 PRL... Joe Stockton	Police presence @ Pride 2012 Parade	180.00
6/12/2012		6/12/12 PRL... Donald Barrios	Police presence @ Pride 2012 Parade	180.00
6/12/2012		6/12/12 PRL... Degly's Chavarr	Police presence @ Pride 2012 Parade	180.00
6/12/2012		6/12/12 PRL... David Fernandez	Police presence @ Pride 2012 Parade	180.00
6/15/2012	8	Home Depot	Marking paint for parking lot	6.00
Total Pride Parade Expenses				2,135.38
Pride Streetfair Expenses				
4/10/2012	1542	City of Key West	Deposit for Pride Streetfair Application	1,000.00
5/4/2012		DEBIT Partycheap.com	Multi-colored pennants to decorate Streetfair	161.96
5/4/2012		DEBIT BallonsFast.com	Balloons for Pride Streetfair decorating	174.00
5/15/2012	1562	Dept. of Business and Prof....	Liquor license application	25.00
6/5/2012	7	Home Depot	New can of paint for street numbers - Pro Fluorescent Orange Mark Spray	18.00
6/9/2012	1573	Thomas J. Bertorelli	DJs for StreetFair through Nick Hatzantonio	1,200.00
6/9/2012		2012PRIDE... Jorge Galvan	Fire Safety Watch fee for Pride 2012 Streetfair	175.00
6/9/2012		2012PRIDE... David Fraga	Fire Safety Watch fee for Pride 2012 Streetfair	175.00
6/10/2012		DEBIT Home Depot	Supplies for streetfair booth	47.34
6/10/2012		DEBIT Winn Dixie	Water, ice, etc. for streetfair booth	33.41
6/11/2012		6/11/12 PRL... Garfield Williams	Police presence @ Pride 2012 Streetfair	240.00
6/11/2012		6/11/12 PRL... Robert Bulnes	Police presence @ Pride 2012 Streetfair	240.00
6/11/2012		6/11/12 PRL... Kathryn Wanciak	Police presence @ Pride 2012 Streetfair	200.00
6/12/2012		6/12/12 PRL... Audrey Samz	3 Balloon Arches for Pride 2012 Streetfair	250.00
7/30/2012	12117	City of Key West	Refund of recycling deposit	-1,000.00
Total Pride Streetfair Expenses				2,939.71
Pride Other				
2/1/2012		Ads Pistol & Enema	Ads to be reimbursed by TDC	420.00
3/12/2012	572854	BOCC	Reimbursement for P&E Ads	-420.00
5/11/2012		DEBIT PKGraphics	5000 Postcards for Pride - printing & shipping	141.91
5/16/2012	72505	Key West Awards, Inc.	Award for Erin Davies, Pride Grand Marshall	51.25
5/22/2012		DEBIT New Times	Advertising in New Times Broward Palm Beach - reimburseable from TDC	185.00
5/25/2012		DEBIT Office Max	Pride posters	16.68
5/31/2012	5/31/12	Peter Arrow	Office Max - Pride Posters	37.36
6/5/2012		DEBIT USPS	Postage for local mailing of 3500 or so Pride postcards	461.76
6/15/2012		PRIDE 2012 Kenne Tucker	Pride 2012 Photos	100.00
Total Pride Other				993.96

Key West Business Guild, Inc.
Key West Pride Profit & Loss Detail
 January through December 2012

Date	Num	Name	Memo	Amount
		Pride Key West Expense - Other		4,000.00
5/10/2012	KW Pride 2...	Erin Davies		4,000.00
		Total Pride Key West Expense - Other		15,276.29
		Total Pride Key West Expense		15,276.29
		Total Event Expenses		15,276.29
		Total Expense		15,276.29
		Net Ordinary Income		22,148.71
		Net Income		22,148.71



THE CITY OF KEY WEST

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

RELEASE AND INDEMNIFICATION Key West Pride 2013 Street Fair & Parade June 8 & 9, 2013

I **Matt Hon** being authorized to act on behalf of and legally bind **Key West Business Guild, 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 Rateruff
Signature of Witness

Maria Rateruff
Print Name

4/2/2013
Date

Matt Hon
Signature of Applicant

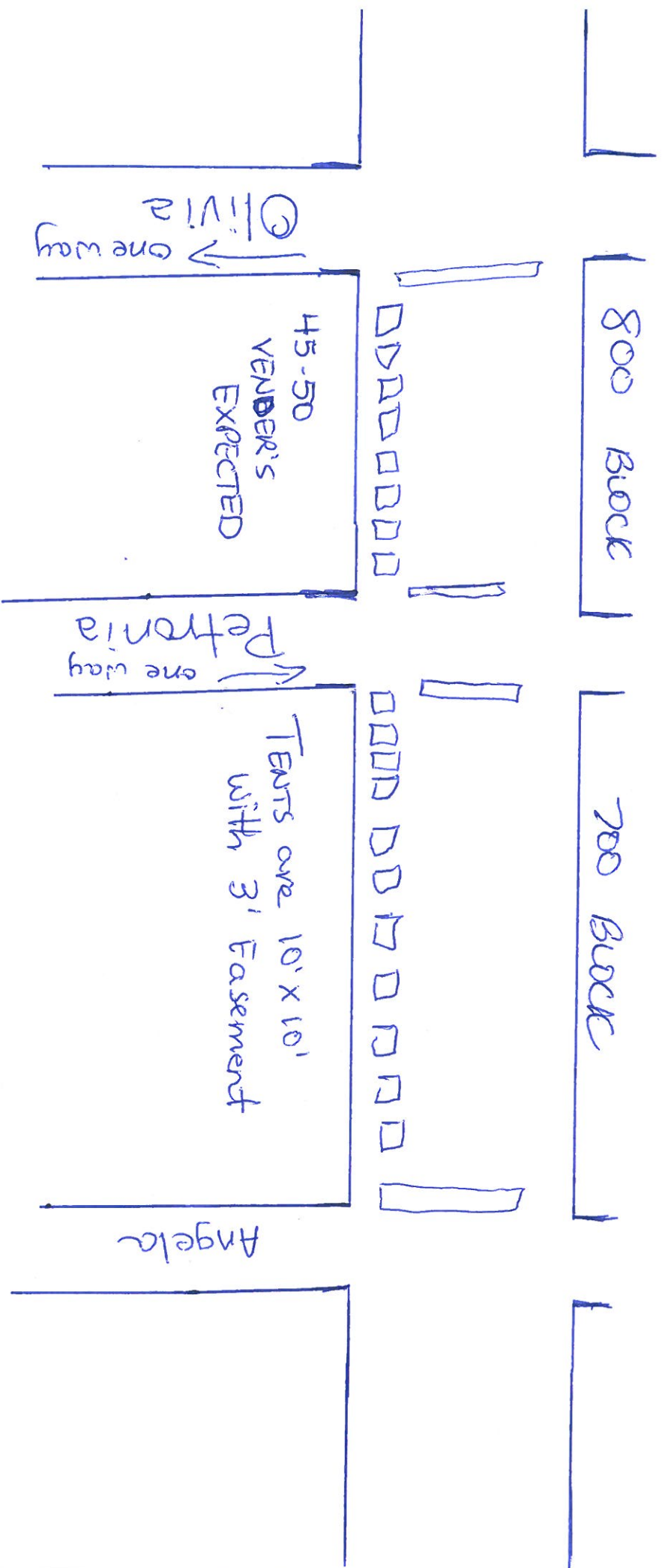
MATT HON
Print Name

4-2-2013
Date

Key West Pride 2013 Street Fair June 8, 2013

8am - 10am - Set-up
10am - 8pm - Street Fair
8pm - 10pm - Break Down

Duval Street



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: June 9 TO: June 9 2013

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

TRUMAN WATERFRONT PROPERTY

4. PURPOSE OF LICENSE

KEY WEST PRIDE PARADE LINE UP / START

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)

Key West Business Guild

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

MATTHEW HON / 513 TRUMAN / 305-900-0164

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 LICENSE
(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	BY		
	NAME AND TITLE	SIGNATURE	DATE
CITY OF KEY WEST	<u>Boo dan Vicks</u> <u>MR. TIM SCHOLL, CITY MANAGER</u>		
LICENSEE	<u>MATTHEW HON</u>	<u>[Signature]</u>	<u>4-1-2013</u>

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 against loss or damage to City of Key West property shall name the Licensee and the City of Key West, as the insured and shall contain a loss 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.

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.

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.

**ALL EVENTS REQUIRING ACCESS
TO UTILIZE THE TRUMAN
WATERFRONT PROPERTY MUST HAVE A
SIGNED LICENSE FOR USE OF THE
PROPERTY PRIOR TO THE SPECIAL EVENT
RESOLUTION GOING TO CITY
COMMISSION**

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

per phone conversation
on 4-2-2013 10:30AM

Doug said "OK" to go
ahead and proceed.





THE CITY OF KEY WEST

Parking Division

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

NONE 

Parking Requests for Special Events

Please describe any Special Event Parking requests below:

Mallory Square Rates: \$4.00 per hour or \$32.00 per day per space

Key West Bight Rates: \$2.00 per hour or \$16.25 per day per space

On-Street Meter Rates: \$1.50 per hour or \$20.00 per day per space.

Vendors and Event Organizers must pay for metered parking used outside of Event Zone.

Modification of rates or parking waivers can only be approved by City Commission.

If you have any questions, please contact John Wilkins, Parking Manager at (305) 809-3855 or email jlwilkins@keywestcity.com

Matt Hon

From: Matt Hon <events@gaykeywestfl.com>
Sent: Tuesday, April 02, 2013 11:12 AM
To: Steve Torrence (storrenc@keywestcity.com)
Subject: KW Pride 2013 Street Fair & Parade.

Hey Steve,

I am sitting working on the Street Closure Application for the City. We will need police officers for the KW Pride Street Fair, Saturday June 8th(shutting street down at 7am to begin set up, the fair runs 10am-7pm, break down 7pm-9pm). Also, KW Pride Parade, Sunday June 9th(staging at Truman Annex Waterfront 3pm-5pm, STEP OFF @ 5pm – Route from Truman Waterfront up to Whitehead, Left on Whitehead to Front, Right on Front to Duval, Right on Duval, continue all the way down front street ending at South Street.

Now I remember Rebecca and I has a nice sit down conversation with you last spring in regards to KW Pride. So what do I need to do now to proceed?

THANKS!

Matt Hon
Event Coordinator
Gay Key West
Key West Business Guild
513 Truman Ave.
Key West, FL 33040
305.294.4603
www.gaykeywestfl.com

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

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Detail by Entity Name

Florida Non Profit Corporation

KEY WEST BUSINESS GUILD, INC.

Filing Information

Document Number	744178
FEI/EIN Number	591931515
Date Filed	09/06/1978
State or Country	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	12/20/1991
Event Effective Date	NONE

Principal Address

513 TRUMAN AVENUE
KEY WEST, FL 33040

Changed: 01/27/2005

Mailing Address

P.O. BOX 1208
KEY WEST, FL 33041

Registered Agent Name & Address

SMITH, WAYNE LARUE
333 FLEMING ST
KEY WEST, FL 33040

Name Changed: 03/18/1997

Address Changed: 04/22/2002

Officer/Director Detail

Name & Address

Title PD

PAUGH, DARREN
513 TRUMAN AVE
KEY WEST, FL 33040

Title VD

GERMAN, TODD
513 TRUMAN AVE
KEY WEST, FL 33040

Title TD

MCCAFFREY, VANESSA
513 TRUMAN AVE
KEY WEST, FL 33040

Title SD

HOOVER, MARY LOU
513 TRUMAN AVENUE
KEY WEST, FL 33040

Annual Reports

Report Year	Filed Date
2011	03/14/2011
2012	02/14/2012
2013	01/09/2013

Document Images

01/09/2013 -- ANNUAL REPORT	View image in PDF format
02/14/2012 -- ANNUAL REPORT	View image in PDF format
06/17/2011 -- ANNUAL REPORT	View image in PDF format
03/14/2011 -- ANNUAL REPORT	View image in PDF format
07/14/2010 -- ANNUAL REPORT	View image in PDF format
01/26/2010 -- ANNUAL REPORT	View image in PDF format
03/19/2009 -- ANNUAL REPORT	View image in PDF format
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08/03/2007 -- ANNUAL REPORT	View image in PDF format
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**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

Fire Dept Regs sent to all vendors

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)

Vendors to provide 10' x 10' tents

Food Booths

- Food Booths - Total # NO MORE THAN 5
- Vendor Booths - Total # Approx 45
- Total Number of Booths - Approx 50

Saturday June 8, 2013

Parade

- Floats - Total # Approx 50 entries

Sunday, June 9, 2013

Event Name: Key West PRIDE 2013

Street Fair & Parade

Special Event Checklist

Everything must be checked off before submitting the special event application

June 8 & 9

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	
✓	Financial of previous event (If applicable)	
✓	Release & Idemnification Form	
✓	Site Map (where barricades, stages, etc are to go)	
✓	Letter from non profit that states they will be receiving the funds	<i>They are the non profit</i>

Key West Pride 2013
June 8: 9th 2013

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

EVENTS (INITIAL SIGNOFF):

Maria R...
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

POLICE DEPARTMENT

[Signature] 4/3/13
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

1 Extra Duty Officers Required
2 No Permits
3 Noise Complaint Required

FIRE DEPARTMENT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

KWDOI/PORT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

CODE COMPLIANCE

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

EVENTS:

REQUEST HAS BEEN APPROVED _____
DENIED _____

(if denied attach explanation)

Key West Pride

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):

CONDITIONS/RESTRUCTIONS

SIGNATURE

DATE

PUBLIC WORKS

SIGNATURE

DATE

POLICE

SIGNATURE

DATE

FIRE DEPARTMENT

D. Blanco, Fire Marshal 04/03/2013

SIGNATURE

DATE

SEE ATTACHED MEMO

PORT/KEY WEST DOT

SIGNATURE

DATE

CODE COMPLIANCE

SIGNATURE

DATE

KEY WEST PROPERTY
MANAGEMENT

SIGNATURE

DATE

PARKING DEPARTMENT

SIGNATURE

DATE



THE CITY OF KEY WEST

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

To: Key West Business Guild

From: Fire Marshal Danny Blanco

Date: 04/2/2013

Reference: Pride Fest Street Fair and Parade

The following conditions apply:

This office reviewed the special event application for Pride Fest Street Fair to be held at on June 8 & 9, 2013.

The following conditions apply:

- Cooking and Generator use that takes place on city property needs to have a Life Safety Inspection.
- Attached are the vendor regulations for special events.
- The Duval Street closure needs to allow for emergency vehicle passage. (Stage cannot block Duval Street).
- Any float that has a generator needs to have a Life Safety Inspection.
- The Event is responsible for the cost of Fire Inspector(s) who will perform the Life Safety Inspection on event dates.
- Fire Inspector(s) working the Inspection detail shall be paid a rate of \$ 40.00 an hour for the duration of the event.
- **Event coordinator is responsible for scheduling the inspection with this office.**

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

Danny Blanco, Fire Marshal

Key West Fire Department
1600 N. Roosevelt Boulevard
Key West, Florida 33040
305-809-3933 Office
305-292-8284 Fax
dblanco@keywestcity.com

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

3266 LS3M W3X

Key West Pride 2013
June 8th - 9th, 2013

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

EVENTS (INITIAL SIGNOFF):

Maria Ratush
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

Ram 4-8-13
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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)

Key West Pride 2013
June 8th - 9th, 2013

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

EVENTS (INITIAL SIGNOFF):

Maria Ratush
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

POLICE DEPARTMENT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

FIRE DEPARTMENT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

KW DOT/PORT

Me
SIGNATURE DATE
4-873

CONDITIONS/RESTRICTIONS:

No Impacts

CODE COMPLIANCE

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

EVENTS:

REQUEST HAS BEEN APPROVED _____
DENIED _____

(if denied attach explanation)

Key West Pride 2013
June 8th, 2013

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

EVENTS (INITIAL SIGNOFF):

Maria Ratush
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

✓ Jin Yong 3 April 13
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

EVENTS:

REQUEST HAS BEEN APPROVED _____
DENIED _____

(if denied attach explanation)