

Jim Scholk City Manager City of Key West

THE CITY OF KEY WEST

P.O. BOX 1409 KEY WEST, FL 33041-1409 525 Angela Street (305) 809-3888 FAX 809-3886 jscholl@koywestoity.com

RELEASE AND INDEMNIFICATION CATIA MELUZZI DBA WALKER BROTHERS CIRCUS JANUARY 27 - 30, 2011

Melussi DBA Walker Brothers Circus authorized to act on behalf of and legally bind 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 compensate, 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(is) 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, invitee, participants in the related activities permitted.

Signature of Witness

Soshi Molozzi
(Print Name)

Signature of poplicant

(Print Name)

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

02-02-2010

CITY OF KEY WEST

APPLICATION FOR A SPECIAL EVENT PERMIT

7 1 4 2010
Y MANAGER of Applicant(s) John N. LAUDIN LAHA MELUZZI
Address of Applicant(s) 368 WEBBOLST. Ste 1/2 Surecuta, F1 34232 Phone Number of Applicant(s) and emergency Killy FULCHILD (CONTACT GUNON)
Applicant(s) and emergency 10019 100500 (6001461 665100) number 900 5246 - 6577 / EX 954-543
Name of Non-Profit(s) NA (See Attacled Getter)
Address of Non-Profit(s) NA (See Attacked letter)
Phone Number of Non-Profit(s) NA "
Amount or Percentage of Revenue Non-Profit(s) anticipates receiving
Deto(s) of Event 1/27/11 thru 1/30/11
Hours of Operation Showhard 5:30 +7:300m on 1/27 +1/28, 3:00 +5:30 on 1/29 and 2:00 + 4:30 pm on 1/30 1/3
Location of Event Trum w AWEX WATERFRONT
Street Closed
Detailed Description of Event: Small Family circus
under the Bi6 TOP.
List of Businesses that will participate in Alcohol Exemption:
Noise exemption required: Yes No
Alcoholic beverages sold/served at event: Yes No
The applicant does ac knowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge. The applicant(s)/permitee agrees to assume full responsibility and liability for and indemnify, and suits for or by reason of any injury to any person or damages to any property of the parties hereto or of the third persons for any and all cause or causes whatsoever or in any way connected with the holding of said event or any act or omission or thing in any manner related to said event and its operation irrespective of negligence, actual or claimed, upon the part of the City, their agents or employees.
this Mellon
Applicant(s) Signature Date

Date 10/26/10

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

\$50.00

Applicant Name CAtia Meluzzi
Applicant Address 3618 WeBBert St. Ste 112 Surasota F1. 3423:
Applicant Phone Number <u>800.528</u> .6577
Event Name Walker Bros. Circus
Event Address/Location Thurson Annex Water Front
Date of Event 1/27/2011 true 1/30/2011
Nature of Event Small Family Circuis
Profit Non Profit OUR Showtimes
Time(s) Request for Exemption 5:30+7:300m on 1/27+1/28, 3:00+5:300mon 1/29 and 2:00+4:30pm on 1/30 2011 Number of Exemptions at this location this calendar year
Date of last exemption 1/29 turn 1/31 2010

ORDINÁNCE NO. 02-29

AN ORDINANCE OF THE CITY OF KEY WEST, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES ENTITLED "AMUSEMENTS AND ENTERTAINMENT" BY AMENDING ARTICLE 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, 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 ESTABLISH A MINIMUM NON-PROFIT SHARE FOR SPECIAL EVENTS IN WHICH A STREET IS CLOSED; AMENDING SECTION 6-58 TO PROVIDE MAJOR FESTIVAL SPONSORS APPLICATION SIX MONTHS IN ADVANCE AND APPROVE CERTAIN SALES OF ALCOHOLIC BEVERAGES; ADDING SECTION 6-61 PERTAINING HANDICAP-ACCESSIBLE 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: FancyFantasy Fest, Hemingway Days, Goombay Festival, Conch Republic Celebration, the Poker Run, the Valentine's Day event for Wesley House, the Red Ribbon event at Mango's Mangoes, and such other special events as may be added or subtracted by resolution of the city commission. Private persons

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

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

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

Sec. 6-61. Temporary bathroom facilities.

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

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

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

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

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

Read and passed on first reading at a regular meeting held
this 16th day of October , 2002.
Read and passed on second reading at a regular meeting held
this 6th day of November, 2002.
Read and passed on final reading at a regular meeting held
this 19th day of November , 2002.
Authenticated by the presiding officer and Clerk of the
Commission on 21st day of November, 2002.
Filed with the Clerk November 21 , 2002.
Janmy Velhley
ATTEST:
Chery Smith
CHERYL SMITH, CITY CLERK

RULES AND REGULATIONS FOR USE OF CITY OF KEY WEST PROPERTY FOR SPECIAL EVENTS

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

 Sponsor's Signature
- 4. The applicant shall indemnify and hold the City harmless from all losses, claims, damages, liabilities, and expenses which may be incurred by the City or which may be claimed against the City by any person, firm to the person or property of any person, firm, corporation, or entity which are consequent or arise from the activities of the permit holder or its equipment, employees, agents, guests, licensees, or invitees for the permit holder activities or which damages/injuries are consequent or arise from permit holders failure to comply with all applicable laws, statutes, ordinances and regulations.

 Sponsor's Signature
- Applicant(s) who are businesses or private persons who wish to close a City street must make an application jointly with a non-profit entity. When a sponsor proposes a special event that will cause the closing of a city street or other public right-of-way, the sponsor must donate at least 25% of the sponsor's gross revenues or \$1000.00, whichever is greater, to at least one nonprofit organization. The sponsor must designate the nonprofit organization for the event. Each named nonprofit organization must provide the city manger with a letter of assent. Applicant(s) must also hire an off-duty police officer(s) for crowd control and safety as determined by the Key West Police Department or the City Manager's Office. Applicant(s) must have neighboring businesses sign a petition of no objection to the street closure.

 Sponsor's Signature
- 6. Within 30 days of the events completion the City Commission will receive a letter from the not for profit organization stating the amount of the monetary donation received from the event.

 Sponsor's Signature (Line)
- 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 Must Miller

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

 Sponsor's Signature Attitude

 All applications are subject to approval at the discretion of the City Manager and/or City Commission.
- 10. Notice of the city commission's proposed action on an application for a special event permit shall be malled prior to the meeting at which the matter is to be considered to all property owners and occupants of property located within a 100-foot radius of the proposed special event. Notice of such proposed action also shall be published in a newspaper of general circulation in the city at least five days prior to the date of the city commission decision. The notice shall identify a contact person and phone number for complaints. The applicant shall pay for the newspaper advertisement. Sponsor's Signature
- 11. The organizer or sponsor of any special event, which requires the provision of additional or extraordinary support services by police, fire, administration, or other city departments shall pay to the city the cost of such services. A down payment of 10 percent of the costs, as estimated by the city manager, shall be made to the city either by certified check or credit card at least ten days prior to the special event. Sponsor's Signature Millium
- 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 11.11.
- 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.

 Speasor's Signature
- 15. Where a person has not applied for a special event permit and an event at it's location spills into a street, causing the police department to close all or a portion of the street, the person sponsoring the event shall pay all such extraordinary service costs incurred by the city. On each anniversary of this occurrence, if the person can reasonably anticipate an overflow of people into the street, a special event permit must be applied for consistent with this division. A violation of this section may be grounds for revocation of an occupation liceuse.

 Sponsor's Signature

- 17. Special Events organizers must submit a adequate recycle plan for the size of the event being requested. Helpful hints and recycling requirements for special events can be found on the city's website. This will help you develop your plan. Sponsor's Signature All Muliques.
- 18. All special events are required to comply with the Pederal Americans with Disability's Act which requires access to all areas and services provided by the special events. Organizers must insure that all aspects of their event meet the requirements.

 Sponsor's Signature

Complete Checklist for Event Recycling City of Key West

0	Name of person: Cata Meluzzi Phone number: 941-350-8282
0	Identify the recyclable commodities that will be used by the public and behind-the-scenes. Aluminum Glass #1 Plastic VAGS #2 Plastic Steel Corrugated Cardboard Other: YAGE
0	Define the amount of recycling containers needed for the festival grounds (based on commodities used at event and where they will be used and discarded. When recyclables are used throughout event, I recycling container for every three trash barrels may be used) Amount of recycling containers needed: 12
Ó	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: 2 Weeks Pruor to Show Vate
•	Capacity of containers on grounds: Contact person for containers: MASSICK LAND Phone #: 305 747 3312
V	Order signs to inform customers of recycling. Signs are needed for point-of-purchase locations and recycling containers.
٧/	Acquire liner bags for the recycling containers to be placed on the grounds. Ensure that the capacity of the bags is equal to or greater than that of the recycling containers on the grounds.
	Arrange for emptying of recycling containers during the event – from the containers on the grounds to the large container. Arrangements made:
/	Arrange for pick-up of the recyclables. The agency providing containers will often take the materials for recycling. In other cases, arrange for the materials to be taken to a recycling facility. Arrangements made:
/ /	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.

	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 vende 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 contains
1	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:
(Contemination:
Į	Prepare a report on the program including strategies used, amount of material diverted, comment and suggestions from participants and future recommendations.
	share the results with event organizers.
	ecunty-loposition 1000-00 print to event

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

Recycling Checklist and Final Report

Contact person in your group responsible for recycling AMA MC NZZI phone 800 526 6577

Waste hauling contact person to call to arrange for trash and recycling cans Mancas 1 land phone 797-3312. Call two weeks prior to event to order cans.

Ask waste hauling company WHAT SIZE BAGS you need for the trash and recycling containers.

Discuss with your group what products you will be using and recycling: aluminum, glass, #1, 2, or 3 plastics, tin, corrugated and regular cardboard. Educate your members working the event WHAT is recyclable so they can monitor.

Have signs printed educating public that this event is RECYCLING and post signs in food and drink areas as well as trash areas.

Appoint and train members of your group to monitor trash and recycling containers for compliance.

Develop PSA's (public service announcements) to be announced during your event so public is aware they are expected to recycle, and to educate them HOW to recycle (see attached city info sheet on recycling to be attached). As announcements are made applicable the crowd and tell them what a good job they are doing (hopefully they are doing a good job))

Arrange for pick up of trash and recyclables AND to have each weighed, with stats given you your contact for the final report. Ask also for contamination if trash and recyclables had not been properly separated.

Develop site plan and layout for your event showing where trash and recycling containers will be located. These should be at food and beverage stations, table and sitting areas, as well as areas of other activities.

Confirm delivery of containers day before your event and oversee delivery of containers and placement of signs.

Gather all containers at and of your event grouping trash containers separate from the recyclable containers.

Designate someone to take photographs of the events recycling efforts and results.

Final Report

Your written report should contain the following:

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

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

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

PICTURES of your events recycling.

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

03-01-2004 17:23

PAGE 16

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Latia Milyy



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 309-3888

Pursuant to my request to conduct a special event requiring authorization by the City Commission, I agree that throughout the event I will keep the premises clear of accumulated recyclables, trash and debris. This includes emptying trash and recycle caus on a regular basis for the duration of the event.

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



NOV 02 2010

CITY MANAGER



To Whom It May Concern,

On October 16th 2010, the Motor Home RV owned by Walker Bros. Circus owners John Caudill (Walker) and his wife Catia was involved in a fire at Hunsader Farms Pumpkin Festival in Bradenton Fl, a yearly event which features the circus. All contents of the RV were lost, including financial records of the last several years. Due to this unexpected occurrence, the Walker Bros. Circus will be unable to produce any written financial reports for the 2010 Key West event, however, immediately upon completion of the 2011 event we will create a report and turn it over to the appropriate party. I thank you very much for all of your time and consideration in this matter. Please feel free to contact our home office with any questions or comments that you may have.

Sincerely, Kelly Fairchild- Authorized agent Walker Bros. Circus

3618 Webber Street Suite 112 Sarasota, FL 34232 Ph. 800.528.6577 Fax 941.922.4797

RECEIVED

NOV 02 2010

CITY MANAGER



To Whom It May Concern,

The Walker Bros. Circus is a for profit organization that pays a rental fee of 250.00 dollars for use of the Truman Annex Waterfront, as well as a refundable 1,000 dollars deposit for clean-up and recycling. The Circus works directly with local Key West Waste Management and pays for all of the waste and recycling receptacles, as well as the portable restrooms. In addition, the Walker Bros. Circus will donate a portion of the proceeds to a local charitable organization or school of the City's choice. Last year it was suggested to us by the special event coordinator Maria Ratcliff that we donate to the Gerald Adams Elementary School, which we did and can do again this year if the city so chooses. I thank you for all of your time and consideration in this matter.

P.S Please advise if there is another organization or school you would like us to donate to instead of the Gerald Adams Elementary.

Sincerely,

Kelly Fairchild- Authorized Agent

Walker Bros. Circus

3618 Webber Street Suite 112 Sarasota, FL 34232 Ph. 800.528.6577 Fax 941.922.4797

RECEIVED

ATTACHMENT A

LICENSE FOR USE OF CITY OF KEY WEST OWNED PROPERTY

LICENSE NUMBER

NOV 03 2010

CITY MANAGER

THIS LICENSE TO USE CITY OF KEY WEST PROPERTY HEREIN DESCRIBED IS

L PROPERTY LOCATION KEY WEST, FLORIDA FROM 1/26/201 TO: 2/1/2011 3. DESCRIPTION OF PROPERTY SINCLIDE BOOM AND BUILDING NUMBERS WHERE APPROPRIATES TRUMAN WATERFRONT PROPERTY 4. PURPOSE OF LICENSE CITY OF KEY WEST 3041-46434, (305) 809-3792 6. LICENSOR DOUG BRADSHAW, PORT PROJECT MANAGER, P.O. BOX 6434, KEY WEST, FL 3. DOLG BRADSHAW, PORT PROJECT MANAGER, P.O. BOX 6434, KEY WEST, FL 6. LICENSEE PLANE AND ADDRESS Walker's International Events, Sarasona, FL 7. REPURDABLE DEPOSIT FOR USE OF PROPERTY (PAYABLE IN ADVANCE) (IF NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM "A" "AMOUNT" a. AMOUNT PAYMENTS DIRE 5. LORDING REPRESENTATIVE WINDER THE "A" "AMOUNT" 4. AMOUNT PROJECTION OF LICENSE FOR USE OF PROPERTY (PAYABLE IN ADVANCE) (IF NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM "A" "AMOUNT" 5. ADDITIONAL CHARGES POR USE OF PROPERTY (PAYABLE IN ADVANCE) (IF NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM "A" "AMOUNT" 4. AMOUNT PAYMENTS DUE 5. ADDITIONAL CHARGES POR USE OF PROPERTY (IF NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM "A" "AMOUNT" 5. ADDITIONAL CHARGES POR USE OF PROPERTY (IF NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM "A" "AMOUNT" 5. ADDITIONAL CHARGES POR USE OF PROPERTY (IF NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM "A" "AMOUNT" 5. AMOUNT (EACH PAYABLE) 5. ADDITIONAL CHARGES POR USE OF PROPERTY (IF NO CASH PAYMENT IS REQUIRED. ENTER "NONE" UNDER ITEM "A" "AMOUNT" 5. AMOUNT (EACH PAYABLE) 5. ADDITIONAL CHARGES POR USE OF PROPERTY (IF NO CASH PAYMENT IS THE DUE DATE 5. ADDITIONAL CHARGES POR USE OF PROPERTY (IF NO CASH PAYMENT IS THE PAYABLE WAINTED, ENTER "NONE" UNDER ITEM "A" "AMOUNT" 5. AMOUNT (EACH PAYABLE) 5. ADDITIONAL CHARGES POR USE OF PROPERTY OF WEST, FL 33040 5. THE PAYABLE PAYABLE PAYABLE PAYABLE PAYABLE PAYABLE PAYABLE PAYABLE 5. ADDITIONAL CHARGES POR USE OF PROPERTY PERSONAL PAYABLE PAY	PURPOSE HERE BELOW, AND O LICENSEE AGRI GENERAL PROV	IN SPECIFI IN ATTACH EES TO COI	MENTS B, AND	ERMS AND C. BY THE E	CONDITIONS S XECUTION HE	ET FORTH REOF THE		10-01	0
3. DESCRIPTION OF PROPERTY (INCLUDE ROOM AND BUILDING NUMBERS WHERE APPROPRIATE) TRUMAN WATERFRONT PROPERTY 4. PURPOSE OF LICENSE CITCUS type event 5. LICENSOR 5. CITY REFRESENTATIVE (TITLE AND ADDRESS) DOUG BRADSHAW, PORT PROJECT MANAGER, P.O. BOX 6434, KEY WEST, FL. 33041-6434, (305) 809-3792 6. LICENSEE (MANE AND ADDRESS) 7. REPURDABLE DEPOSIT FOR USE OF PROPERTY (PAYABLE IN ADVANCE) (IF NO CASH PAYMENT IS REQUIRED. ENTER *NONE* UNDER THEM 70 *AMOUNT* 8. AMOUNT BERQUENCY PAYMENT IS REQUIRED. ENTER *NONE* UNDER THEM 70 *AMOUNT* 8. ADDITIONAL CHARGES FOR USE OF PROPERTY (IF NO CASH PAYMENT IS REQUIRED. ENTER *NONE* UNDER THEM 70 *AMOUNT* 8. ADDITIONAL CHARGES FOR USE OF PROPERTY (IF NO CASH PAYMENT IS REQUIRED. ENTER *NONE* UNDER THEM 70 *AMOUNT* 8. ADDITIONAL CHARGES FOR USE OF PROPERTY (IF NO CASH PAYMENT IS REQUIRED. ENTER *NONE* UNDER THEM 70 *AMOUNT* 8. ADDITIONAL CHARGES FOR USE OF PROPERTY (IF NO CASH PAYMENT IS REQUIRED. ENTER *NONE* UNDER THEM 70 *AMOUNT* 9. INSURANCE REQUIRED. ENTER *NONE* UNDER THEM 70 *AMOUNT* 1. AMOUNT (EACH B. FREQUENCY) 9. INSURANCE REQUIRED. ENTER *NONE* UNDER THEM 70 *AMOUNT* 9. INSURANCE REQUIRED. ENTER *NONE* UNDER THEM 70 *AMOUNT* 1. AMOUNT (EACH B. PREQUENCY) 9. INSURANCE REQUIRED. ENTER *NONE* UNDER THEM 70 *AMOUNT* 1. AMOUNT (EACH B. PREQUENCY) 9. INSURANCE REQUIRED. ENTER *NONE* UNDER THEM 70 *AMOUNT* 1. AMOUNT (EACH B. PREQUENCY) 9. INSURANCE REQUIRED. ENTER *NONE* UNDER THEM 70 *AMOUNT* 1. AMOUNT (EACH B. PREQUENCY) 1. AMOUNT (EACH B. PREQUENCY) 1. AMOUNT (EACH B. PRESSON BRAICH B. PRESSON BETTER *NONE* IN a. b., c. OR 4 AS APPROPRIATE) 1. TYPE MINIMUM AMOUNT TYPE MINIMUM AMOUNT BRAICH B. PRESSON BRAICH B. PRESSO	1. PROPERTY LO	OCATION				2. DATES (OVERED		
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LICENSEE	CITY OF KEY			SIGNATURE					
	LICENSEE	er.		hille	Mulill-	Abent	1113110		

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.
- C. 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 bome by the Licensee shall be determine 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 Licenser 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.

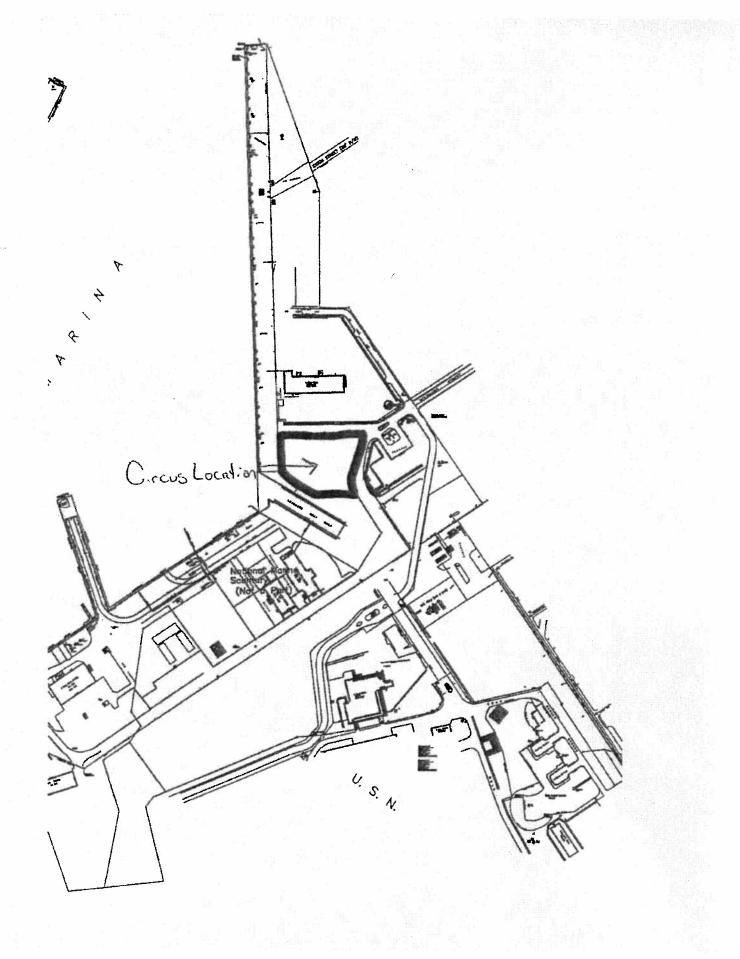
- The Licensee shall indemnify and save harmless the City of Key West, its officers, agents, servants and employees from all liability or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee, and shall furnish 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 Licensors 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.
- 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 \$1,000 refundable deposit and a \$250 nonrefundable payment for use of the property. This payment shall be delivered to the Engineering office at 3140 Flagler Ave, Key West, FL 33040. 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 8 p.m. nor begin before 8 a.m. without prior approval by Licensor.
- 7. No generators associated with the event shall operate after 8 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.
- Ingress/egress by the licensee shall be coordinated with the Licensor.
- 10. The Licensee must provide or ensure 24-hour security for the licensed area either thru security guard or by fencing with locking gates.
- 11. City of Key West personnel shall be allowed access to the site at all times.
- 12. Licensee shall provide sufficient personnel to ensure proper and safe operation of the activity.
- Licensee may not stay overnight on City of Key West property without prior approval by Licensor.

- 14. Entrance to City of Key West buildings is not authorized.
- 15. 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.
- 16. Licensee must provide own portable toilets.
- 17. No trash may be left on site. Use of City of Key West dumpsters is not authorized unless prior approval is obtained.
- 18. Any use of NOAA's property or seawall must be coordinated with NOAA.
- 19. Use of the inner basin to anchor boats is not authorized.
- 20. 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.
- 21. 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.
- 22. Licensee must take part in pre- and post-activity walk-through inspections with the Licensor's point of contact, or designee.
- 23. Licensee shall provide the Licensor's Point of Contact copies of all applicable deposits, insurance polices in force at the time of the license, and payments to City of Key West associated with this license.
- 24. 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.



ATTACHMENT B: GENERAL CONDITIONS

- The Lineman horoby grants to the Licenses the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and ograss.
- b. This Liouse shall be effective for the period stated in item 2 and is revealable at any time without notice at the option and discretion of the Liousey or its duly authorized representative.
- C. The use shall be limited to the purposes specified herein. Literator does not warrant or represent that the property is sails or suitable for the purpose for which Licensee intends to use it, and Licensee aspurges all which to tensee.

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which the Licenses is required to effect pursuant to this perigruph, the Licenses shall direct payment to the Licenses of so much of the proceeds of any measures carried by the Licenses and made available to the City of Key West on account of loss of or demage to say them or part of the premises or facilities as may be necessary to enable the Licenses to effect such repair, rebuilding or replacement. In event the Licenses shall and topour, recurring or represents. In event the Licensee shall not have been required to effect such repair, tebuilding, or replacement, and the insurance proceeds allocable to the loss or demage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensee the amount of such proceeds.

1. The Licensee shall indemnify and save harmless the City of Key

01:38:63 p.m.

02-02-2010

14/16

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 **OBTAIN A LICENSE.**

03-01-2004 17:23

PAGE14

SBOUL

DBPR ABT-6028 -- Division of Alcoholic Beverages and Tobacco Application for Extension of Asserted Premiers of Amended States of Licensed Premiers

SHOULD TO SELECT

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION 1940 North Monroe Street Teffsheese, FL 32389-0783

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

http://www.mvflorida.com/dbor/sbt/district_offices/licensing.html

SECTION 1 - CH	ECK TRANSACTION REQU	SETED	
Transpaction Type: Temporary Extension Permanent Education	☐ Amended Sk		
SECTION	2 - LICENSE INFORMATION	77.7	
Full Name of Applicant	- MANITON NO CHARLION		
Trade Name (D/B/A)	NA		
Location Address (Street)			-
City	County	State	Zip Code
Beverage License Number	Series 1APS	Туре	
Contact Person	Business Phone Number	Home/Moh	le Phone Number
POR TEMPORARY EXTENSIONS ONLY: Date(s) of Extension:	: MA	_	
TO BE COMPLETED BY THE ZOMBIG. (This section only applies to a perm	ZONING APPROVAL AUTHORITY GOVERNING Y	CALLED BY SPECIAL	88 LOCATION d premises)
Trade Name (D/B/A)		The second second	
Are there outside areas which are contiguous to licensed?"	to the premises which are to b	e part of the p	remises sought to
The above extension of the licensed premises with zoning requirements for the sale of alcoho	as shown in the sketch 🖸 doc lic beverages pursuant to this	s comply or C application.	does not comply
Signed:	Title:	Date:	

N/A

SECTION 4	- AFFIDAVIT OF APPLICANT
NOT	ARIZATION REQUIRED
Trade Name (D/B/A)	1
that the attached sketch is a true and correct that the piece of business may be inspected a being conducted on the premises without a se	idon for itself, its officers and directors, hereby swear or affirm and foregoing application and, as such, I hereby swear or affirm representation of the extended licensed premises and agree and searched during business hours or at any time business is search warrant by officers of the Division of Alcoholic Beverages blice officers for the purposes of determining compliance with the
I swear under oath or affirmation under penalt 837.06, Florida Statutes, that the foregoing in	ly of perjury as provided for in Sections 669.791, 582.45 and formation is true and correct."
If applying for a temporary extension, check to If understand that the premises must be re- temporary event."	ne box to confirm the following statement: setored to its original form at the conclusion of the authorized
STATE OF	
COUNTY OF	
	APPLICANT SIGNATURE
The foregoing was () Swom to and Subscrib	ed OR () Acknowledged Before me thisDay
of 20 By	who is () personally known
4 68 / 1 /	as identification.
Notary Public	Commission Expires:

This form is to be completed ONLY when the event of the non profit organization is being held at a location that is licensed for the sale of alcoholic beverages by the Division.

Note: This form must be signed by the permanent license holder and submitted by the non-profit group along with the application for One/Two/Three Day Permit.

200 0U8 2000

Licensee: NA

Business Name: MA

License # MA Series: MA

Name of Non-Profit Group: MA

Date(s) of Event:

MA

IMPORTANT

A One/Two/Three Day permit is being requested for an event to be held on your licensed premises. During the event, no sales or service of alcoholic beverages may be made under your alcoholic beverage license. Failure to comply will result in administrative charges being filed against your license.

Signature of Licensee

200 e09 2000

	PLICE I ALLIEULIE	TION OF PREMISES IZED SIGNATURE R		
Sketches should be drawn restrooms, bar locations as A multi-etory building when Trade Name (D/B/A)	in ink and include a rd any other specific	il walls, doors, counted	re, sales preas, s	
Trade Name (D/p/ry		101-10-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-		
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scalpt Number		_ Date of Receipt		
dension Fee		Date_		
B&T Authorized Signature		A	Approved	☐ Disapproved

Walker's International Events

Location Agreement

DATE OF THE AGREEMENT: 10/26/10

CITY: Key West

STATE: FL

SHOWDATE: January 27th thru the 30th 2011

SHOWTIMES: 5:30 and 7:30 pm on 1/27 & 1/28, 3:00 & 5:30 on 1/29 and 2:00 & 4:30 on 1/30

This agreement is between WALKER INTERNATIONAL EVENTS and Truman Waterfront Annex (Location Owner)

Contact: Portia /

Doug Bradshaw

Phone: 305 809 3881

Email: N/A

Fax: 305 809 3886

Address: P.O Box 1409

City/ST/Zip: Key West Fl. 33041

CIRCUS PROVIDES:

Tent, Scating, Electric Power, Advertising Materials, Scheduled Performances And One Million Dollar Liability Insurance covering the Show, Location, Site Owner and the Community.

RENTAL TERMS: The Walker Bros. Circus has come to an agreement to rent the Truman Annex Waterfront location through our contact Doug Bradshaw for a fee of 250.00 dollars. The fee includes use of the location and access to water. A 1000.00 dollar deposit has been sent to the special events coordinator for cleanup. Circus will arrange recycling, portable restrooms and trash bins with local waste management.

SHOW WILL OPERATE ITS OWN CONCESSIONS. NO OTHER CONCESSIONSOR SIDESHOWS WILL BE ALLOWED TO OPERATE ON PROPERTY, NO OTHER CIRCUS OR VARIETY SHOW ALLOWED 60 DAYS PRIOR TO OR 60 DAYS AFTER SHOW DATE.

TICKETS MAY OR MAY NOT BE SOLD BY LOT OWNER.

(Authorized Agent) Walker International Events

Facility Owner or Manager (Authorized Agent)

Walker's International Events 3618 Webber St. Stc.112 Sarasota, FL 34232 Ph. 800.528.6577 Fax.941.922.4797 www.walkerbrotherscircus.com circus@walkerinternationalevent.com



CIL-00 October 15, 2010

CITY OF KEY WEST P.O. BOX 1409 KEY WEST, FL 33041

RE: Certificates of Insurance

Dear Sir/Madam

Enclosed is an original and/or a duplicate Certificate of Insurance.

Thank you for the opportunity to serve you. If you have any questions please feel free to contact me anytime.

Sincerely,

Marianne Duda

Account Representative

Enclosure

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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WALKER INTERNATIONAL EVENTS INC

3618 Webber St Bs. 941-350-9145
Sarasota, FL 34232-4430

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3618 WEBBER ST. SURE B 1.2

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CITY MANAGER

· Walker Bro Hers Cincus

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

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PUBLIC WORKS	
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FIRE DEPARTMENT	CONDITIONS/RESTRICTIONS:
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KWDOT/PORT	
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EVENTS: REQUEST HAS BEEN APPROVED DENIED	(if denied attach explanation)

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CITY MANAGER

Walker Bro Hers Cricus

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

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EVENTS:		
REQUEST HAS BEEN	APPROVED	(if denied attach explanation)







THE CITY OF KEY WEST

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

To: Walker Brother Circus

From: Division Chief/Fire Marshal Marcus del Valle

Date: 10/02/10

Reference: Walker Brothers Circus Event

This office reviewed the special event application for the Circus at the Truman Annex Waterfront to be held on January 27- 30, 2011. The following conditions apply: A life safety Inspection of the tent needs to be conducted before the event starts. A certificate of flame resistance for the tent needs to be provided before the inspection. Event coordinator is responsible for scheduling the inspection.

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

Marcus del Valle, Fire Marshal

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



Jim Scholl City Manager City of Key West

P.O. BOX 1409 KEY WEST, FL 33041-1409 525 Angela Street (305) 809-3888 FAX 809-3886 jscholl@keywestcity.com

SPECIAL EVENT (Exemption from Noise Ordinance)

The following application for a noise exemption by Walker Brothers Circus will be considered at the city commission meeting of November 16, 2010 @ 6:00 p.m. @ Old City Hall

A copy of each application is on file at the City Clerks Office for public inspection.

Small Family Circus
Thursday, January 27, and Friday January 28, at 5:30 PM & 7:30PM;
Saturday, January 29, at 3:00 & 5:30PM;
Sunday, January 30, at 2:00 & 4:30 PM;
Contact: Kelly Fairchild – 800-528-6577

City of Key West
Holiday Parade
Saturday, December 4, 2010
7:00 to 10:p.m.
Parade will start at White & Truman, proceed down Truman
To Duval Street, turn on Duval and end at Caroline Street
Contact: Portia Navarro at 809-3883



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

PUBLIC NOTICE

THIS IS TO NOTIFY YOU THAT <u>WALKER BROTHERS CIRCUS</u> 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 THURSDAY, <u>JANUARY 27</u>, <u>AND FRIDAY</u>, <u>JANUARY 28</u>, <u>2011 at 5:30PM & 7:30 PM; SATURDAY</u>, <u>JANUARY 29</u>, <u>2011</u>, <u>AT 3:00PM & 5:30 PM.</u>; <u>AND SUNDAY</u>, <u>JANUARY 30</u>, <u>2011</u>

<u>AT 2:00 PM & 4:30 PM FOR A CIRCUS AT THE TRUMAN WATERFRONT</u>

WHICH IS LOCATED WITHIN 100 FEET OF YOUR PROPERTY. A HEARING ON THIS APPLICATION WILL TAKE PLACE AT THE CITY COMMISSION MEETING ON TUESDAY, NOVEMBER 16, <u>2010</u>, <u>AT 6:00 P.M.</u>, <u>OLD CITY HALL</u>, <u>510 GREENE STREET</u>.

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