

CITY OF KEY WEST
APPLICATION FOR A SPECIAL EVENT PERMIT

Name of Applicant(s) Rotary club of Key West, Florida, INC

Address of Applicant(s) Po Box ⁴⁶⁹ ~~1409~~ Key West 33040

Phone Number of Applicant(s) 305 360 5467 Fax: _____ Email ggalvano@sportsweek.com

Name of Non-Profit (s) Rotary club of Key West

Address of Non-Profit(s) Po Box 1409 KW 33040

Phone Number of Non-Profit(s) 305 896 7300

Amount or Percentage of Revenue Non-Profit(s) anticipates receiving \$5,000

Date/Dates of Event November 18th

Hours of Operation 5:30pm 11:30pm

Estimated/anticipated number of persons per day 600 - 900

Location of Event Truman Alley


Street Closed _____

Detailed description of event Reggae Concert

Noise exemption required: Yes No

Alcoholic beverages sold/served at event: Yes No

The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge. The applicant(s)/permittee agrees to assume full responsibility and liability for and indemnify and hold the City of Key West harmless from and against all liability, claims for damages, and suits for or by reason of any injury to any person or damages to any property of the parties hereto or of the third persons for any and all cause or causes whatsoever or in any way connected with the holding of said event or any act or omission or thing in any manner related to said event and its operation irrespective of negligence, actual or claimed, upon the part of the city their agents or employees.


PLEASE PRINT AND SIGN
Applicants Signature

Date

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

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

\$50.00

Date 8.18.2011

Applicant Name ROTARY Club of Key West

Applicant Address FLORIDA, INC PO Box 464

Applicant Phone Number 305.360.5467

Event Name REGGAE CONCERT

Event Address/Location TRUMAN WATERFRONT

Date of Event November 18th 2011

Nature of Event CONCERT

Profit Non Profit

Time(s) Request for Exemption 5pm - 1130pm

Number of Exemptions at this location this calendar year _____

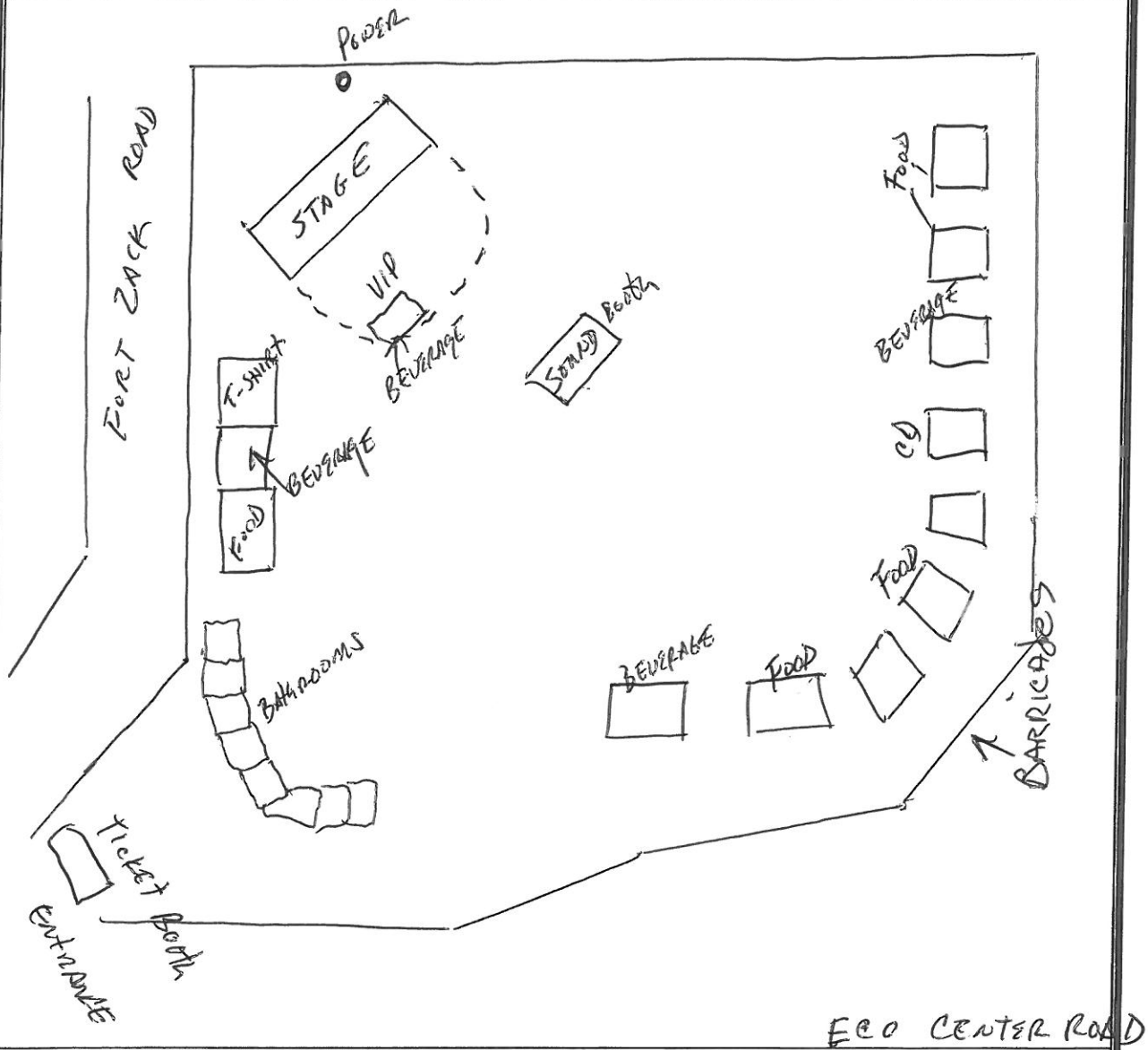
Date of last exemption _____

✓ # 3435

SECTION 5 – DESCRIPTION OF PREMISES TO BE LICENSED
AB&T AUTHORIZED SIGNATURE REQUIRED

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

Trade Name (D/B/A)



Receipt Number _____ Date of Receipt _____

Extension Fee _____ Date _____

AB&T Authorized Signature _____ Approved Disapproved

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: 11/18/2011 TO:

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

TRUMAN WATERFRONT PROPERTY

4. PURPOSE OF LICENSE

Boysae Court

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)

*Robyn Clark of Key West
FLORIDA, INC.*

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

Mike Patro

7. REFUNDABLE DEPOSIT FOR USE OF PROPERTY (PAYABLE IN ADVANCE)

(IF NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM 7a "AMOUNT")

a. AMOUNT

b. FREQUENCY PAYMENTS DUE

c. FIRST DUE DATE

d. TO (MAILING ADDRESS)

One time payment

Submitted with License

Port office at P.O Box 6434, Key West, FL 33041-6434

8. ADDITIONAL CHARGES FOR USE OF PROPERTY

(IF NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM 8a "AMOUNT")

a. AMOUNT (EACH PAYMENT)

b. FREQUENCY PAYMENTS DUE

c. FIRST DUE DATE

d. TO (MAILING ADDRESS)

Port office at P.O Box 6434, Key West, FL 33041-6434

9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE

(IF ANY OR ALL INSURANCE REQUIREMENTS HAVE BEEN WAIVED, ENTER "NONE" IN a, b, c, OR d AS APPROPRIATE)

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

10. GENERAL CONDITIONS (SEE ATTACHED)

Licensee shall carry (A.) COMPREHENSIVE AUTOMOBILE INSURANCE AND VEHICLE LIABILITY INSURANCE FOR OWNED AND NON-OWNED VEHICLES COVERING CLAIMS FOR INJURIES TO MEMBERS OF THE PUBLIC AND/OR DAMAGES TO PROPERTY OF OTHERS ARISING FROM USE OF MOTOR VEHICLES INCLUDING ONSITE AND OFFSITE OPERATION WITH LIMITS OF ONE MILLION DOLLARS EACH OCCURRENCE AND THREE MILLION DOLLARS ANNUAL AGGREGATE. (B.) COMMERCIAL GENERAL LIABILITY COVERAGE IN THE AMOUNT OF 1 MILLION DOLLARS/OCCURRENCE AND 2 MILLION DOLLARS ANNUAL AGGREGATE FOR THE TERM OF THE LICENSE. LICENSE IS FURTHER SUBJECT TO THE PROVISIONS IN ATTACHMENT B AND C.

II. EXECUTION OF LICENSE

FOR	BY		DATE
	NAME AND TITLE	SIGNATURE	
CITY OF KEY WEST	MR. JIM SCHOLL, CITY MANAGER	<i>[Signature]</i>	
LICENSEE		<i>George Galvan</i>	

IF LICENSEE IS A CORPORATION, ATTACH CERTIFICATION OF SIGNATURE.

ATTACHMENT B: GENERAL CONDITIONS

Initials of Applicant *chf*

- 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,

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

- i. The Licensee shall indemnify and save harmless the City of Key West, its officers, agents, servants and employees from all liability or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee, and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows: "The insurer waives any right of subrogation against the City of Key West which might arise by reason of any payment made under this policy." This indemnity shall survive the expiration of this License.
- j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.
- k. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the City of Key West the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.
- l. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin, sex, disability, ancestry, sexual orientation, gender identity or expression, marital status, parental status or source of income. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except Subcontracts for standard commercial supplies or raw materials.
- m. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.
- n. The laws of the State of Florida shall govern the validity of this license agreement, interpretation, performance, and any other claims related to it. The venue for any and all claims or legal actions will be Monroe County, Florida.

Initials of Applicant



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.



**KEY WEST FIRE DEPARTMENT
FIRE MARSHAL'S OFFICE**

Please Check All That Apply To This Event

Cooking

- Deep Frying/Open Flame
- Charcoal Grill
- Gas Grill
- Food Warming Only
- Catered Food
- Plan for Cooking Oil Disposal
- No Cooking on Site

Electrical Power

- Generator
- 110 AC with Extension Cords
- DC Power

Road Closure

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

Tents (More Than 200 SqFt.)

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

Food Booths

- Food Booths – Total # 5
- Vendor Booths – Total # 2
- Total Number of Booths - 12

Parade

- Floats – Total # _____

ORDINANCE NO. 02-09

AN ORDINANCE OF THE CITY OF KEY WEST, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES ENTITLED "AMUSEMENTS AND ENTERTAINMENT" BY AMENDING ARTICLE II PERTAINING TO SPECIAL EVENTS; AMENDING SECTION 6-26 TO REQUIRE A DOWN PAYMENT ON THE COST OF CITY SERVICES, TO ALLOW FOR INTEREST ON LATE PAYMENTS, AND TO INCREASE THE COST WAIVER TO \$1,000.00; ADDING SECTION 6-27 TO RESTRICT PLACEMENT OF FOOD, BEVERAGE AND MERCHANDISE BOOTHS; AMENDING SECTION 6-56 TO REQUIRE THE APPLICATION TO LIST AN EMERGENCY CONTACT PERSON; AMENDING SECTION 6-57 TO ESTABLISH A MINIMUM NON-PROFIT SHARE FOR SPECIAL EVENTS IN WHICH A STREET IS CLOSED; AMENDING SECTION 6-58 TO PROVIDE THAT MAJOR FESTIVAL SPONSORS MAKE APPLICATION SIX MONTHS IN ADVANCE AND APPROVE CERTAIN SALES OF ALCOHOLIC BEVERAGES; ADDING SECTION 6-61 PERTAINING TO HANDICAP-ACCESSIBLE BATHROOM FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City Commission finds that a revision to the regulations governing special events and street closures would promote the health, safety and welfare of the citizens of Key West.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF KEY WEST, FLORIDA:

Section 1: That section 6-26 of the Code of Ordinances is hereby amended as follows:

Sec. 6-26. Payment for city services.

- (a) The organizer or sponsor of any festival, street fair, fair, carnival, athletic event, contest, competition, parade, fundraiser, rally, boat or car race or other special event which requires city authorization, whether by administrative permit or city commission approval, and which requires the provisions of additional or extraordinary support services by police, fire, administrative, or other city departments in order to maintain order or safety or to escort participants shall pay to the city the cost of such services. A down payment of ten percent (10%) of the costs, as estimated by the city manager, shall be made to the city either by certified check or credit card at least ten (10) days prior to the event.

(b) The city manager shall establish a cost schedule for additional or extraordinary support services for the events referred to in subsection (a) of this section, which schedule shall be subject to approval of the city commission. The city manager is authorized to provide reasonable terms for time and manner of payment. If the event sponsor fails to pay the full costs at the time determined by the city manager or, if no such deadline is established, then within thirty (30) days after the event the city may impose an interest charge on the amount due at the rate of one and one half percent (1½%) per month.

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

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

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

Section 2.

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

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

No booth or stall set up for a special event and serving any amount or type of food and/or beverage, or selling merchandise, shall be placed directly in front of, or within five (5) feet of the property line of, a restaurant or a bar or a retail store (selling primarily the same or similar merchandise), unless the owner of the restaurant, the bar or the store consents. This section shall not apply to major festivals as defined in section 6-58.

Section 3.

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

Sec. 6-56. Application.

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

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

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

Section 4.

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

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

(a) A major festival is a special event of regional impact. Major festivals are: ~~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 therefore and shall be construed as reasonable and necessary to achieve the lawful purposes of this ordinance.

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

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

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

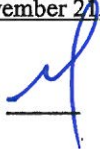
Read and passed on second reading at a regular meeting held this 6th day of November, 2002.

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

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

Filed with the Clerk November 21, 2002.

Sponsor's Signature _____

A handwritten signature in blue ink, consisting of a stylized, cursive 'M' or similar character, written over a horizontal line.

8. Applicant(s) wishing to have an exemption from the noise control ordinance must fill out an application thirty days before the event. Processing fee for the application is \$50.00.
Sponsor's Signature _____
9. All applications are subject to approval at the discretion of the City Manager and/or City Commission.
Sponsor's Signature _____
10. Notice of the city commission's proposed action on an application for a special event permit shall be mailed prior to the meeting at which the matter is to be considered to all property owners and occupants of property located within a 100-foot radius of the proposed special event. Notice of such proposed action also shall be published in a newspaper of general circulation in the city at least five days prior to the date of the city commission decision. The notice shall identify a contact person and phone number for complaints. The applicant shall pay for the newspaper advertisement.
Sponsor's Signature _____
11. The organizer or sponsor of any special event, which requires the provision of additional or extraordinary support services by police, fire, administration, or other city departments shall pay to the city the cost of such services. A down payment of 10 percent of the costs, as estimated by the city manager, shall be made to the city either by certified check or credit card at least ten days prior to the special event.
Sponsor's Signature _____
12. The first \$1000.00 of costs as specified in subsection (a) of the ordinance may be waived for any organizer or sponsor, which qualified as a tax-exempt nonprofit organization according to state or federal law. Acceptance of this waiver by such sponsor shall render the special event a public accommodation subject to the human rights provision of the section 38-225.
Sponsor's Signature _____
13. Any nonprofit organization accepting the waiver provided for by subsection (d) of the ordinance shall, within 90 days following the special event, submitted to the city commission an accounting of expenses and revenues incurred and generated during the special event.
Sponsor's Signature _____
14. Whenever the sponsor of a special event provides temporary bathroom facilities on the public right-of-way, at least five percent of those facilities or one of those facilities, whichever is the greater number, shall be accessible to persons with physical disability.
Sponsor's Signature _____
15. Where a person has not applied for a special event permit and an event at its 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 _____



THE CITY OF KEY WEST

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

PUBLIC NOTICE

THIS IS TO NOTIFY YOU THAT **ROTARY CLUB OF KEY WEST, FLORIDA, INC. (REGGAE CONCERT)** HAS APPLIED TO THE KEY WEST CITY COMMISSION FOR A SPECIAL EVENT PERMIT UNDER SECTION 6-86 OF THE CITY'S NOISE CONTROL ORDINANCE. THE APPLICATION IS FOR AN EVENT TO TAKE PLACE ON **FRIDAY, NOVEMBER 18, 2011 FROM 5:00 P.M. TO 11:30 P.M.** WHICH IS LOCATED WITHIN 100 FEET OF YOUR PROPERTY. A HEARING ON THE APPLICATION WILL TAKE PLACE AT THE CITY COMMISSION MEETING ON **SEPTEMBER 20, 2011, AT 6:00 P.M., OLD CITY HALL, 510 GREENE STREET.**

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

Complete Checklist for Event Recycling

City of Key West

- Identify contact person at the festival responsible for working with recycling.
Name of person: Mike Petzo Phone number: 896. 7300
- 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: 40
- 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: Also 20 yard Dumpster, 10 yard Recycling Container
- Capacity of containers on grounds: SS 96005
Contact person for containers: Greg Sullivan Phone #: 305. 787.3355
- 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: Yes
- 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: Yes
- 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: Volunteer

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

Problems: _____

Actions taken: Volunteer

- 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: Yes After event.

- 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: 900 | Sullivan will Report After event

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

ROTARY CLUB OF KEY WEST, INC.
OPERATING ACCOUNT
P.O. BOX 469
KEY WEST, FL 33041

9/1/2011

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 33040

MEMO

Public Works for Reggae Concert 11/18/11



AUTHORIZED SIGNATURE



Details on Back
Security Features Included

ROTARY CLUB OF KEY WEST, INC.

OPERATING ACCOUNT

3441

City of Key West

9/1/2011

Public Works for Reggae Concert 11/18/11

1,000.00

FSB - Operating

Public Works for Reggae Concert 11/18/11

1,000.00

ROTARY CLUB OF KEY WEST, INC.

OPERATING ACCOUNT

3441

City of Key West

9/1/2011

Public Works for Reggae Concert 11/18/11

1,000.00

FSB - Operating

Public Works for Reggae Concert 11/18/11

1,000.00

Special Event Recycle Plan
Rotary Club of Key West, Florida, Inc.
Friday, November 18, 2011
5:30 p.m. to 11:30 p.m.

Recycle Coordinator will:

Educate and/or train staff on recycling.

Coordinate the lease of recycle bins and the pick up of recyclables;
Report numbers to the City.

Ensure food waste containers are adjacent to recycle bins. One trash container to one recycling bin – placed side by side.

Stage a volunteer to ensure comingling of recyclables and trash.

Locate public recycling areas with trash receptacles near vendors, bathrooms and at event entrances and exits.

Minimum City Requirements:

1. Recycle bins for cans and bottles within 50 feet of all drink/drink sales locations.
2. Recycle bins for cans and bottles will be placed behind each drink or sales location.
3. Delivery of recyclables to the recycle center shall be by the event or by Waste Management.
4. Place recycle bins throughout the event area whether or not drinks are sold at the event.
5. Rotary Club of Key West, Florida, Inc. will station recycling bins at the entrance to the event and in the parking area and station VOLUNTEERS to encourage recycling.
6. Cardboard from the event vendors/organizers must be recycled. Vendors produce most of the cardboard discarded at special events. Generally, cardboard collection points do not need to be located at public recycling stations. Locate them behind the scenes.
7. Recycling bins must be properly marked and monitored to ensure the recyclables are not contaminated by waste. Use containers that are clearly marked and noticeable. This will help reduce the time organizers need to spend sorting out trash from recycle bins.
8. Recycle bins will be clearly marked "Recyclables".

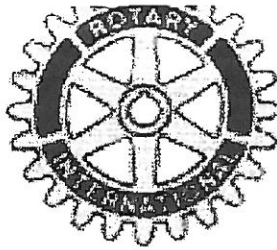


THE CITY OF KEY WEST

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

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

A handwritten signature in black ink, consisting of a series of loops and a horizontal line at the bottom, positioned above a solid horizontal line.



THE ROTARY CLUB OF KEY WEST RAGGAE FESTIVAL 2010 FINACIAL SUMMARY REPORT

EXPENSES:

<i>Application for venue recycling</i>	<i>\$1,000.00</i>
<i>Noise exemption fee</i>	<i>\$50.00</i>
<i>Cost of venue site</i>	<i>\$500.00</i>
<i>Equipment Cost (Eclectic parts/wood)</i>	<i>\$250.00</i>
<i>Beverage cost (limes/cranberry)</i>	<i>\$140.00</i>
<i>Other Equipment cost(chairs)</i>	<i>\$160.00</i>
<i>Cost of product (beer/ Liquor)</i>	<i>\$1000.00</i>

TOTAL COST *\$3,100.00*

COLLECTIONS

<i>Donation from promoter</i>	<i>\$1000.00</i>
<i>Half of all beverage sales</i>	<i>\$6,500.00</i>
<i>Other Collections (tips)</i>	<i>\$1,400.00</i>
<i>Application refund check recycling</i>	<i>\$1000.00</i>

TOTAL GROSS *9,900.00*

NET AFTER EXPENSES - \$6,800.00



THE CITY OF KEY WEST

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

RELEASE AND INDEMNIFICATION
Rotary Club of Key West, Florida Inc.
Reggae Concert at the Truman Waterfront
November 20, 2011

I **George Galvan** being authorized to act on behalf of and legally bind **Rotary Club of Key West, Florida 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 Rateruh

Signature of Witness

Maria Rateruh

Print Name

9/1/2011

Date

George Galvan

Signature of Applicant

George Galvan

Print Name

9/1/2011

Date

Event Name: Rotary Club of Kull West

*Reggae
concert*

Special Event Checklist

Everything must be checked off before submitting the special event application

X	TITLE	COMMENTS
X	Special Event Application	
X	Noise Exemption (If applicable)	
X	\$50.00 for Noise	
X	Ordinance initialed	
	Recycling checklist completed	
X	Recycling deposit \$1,000.00	
X	Recycling Plan	
X	Authorization Letter for continuous cleaning of recycled area	
N/A	Signatures of No Objection of Street closure (If applicable)	
X	Insurance naming the City as additional insured	
X	Financial of previous event (If applicable)	
X	Release & Idemnification Form	
X	Site Map (where barricades, stages, etc are to go)	
X	Letter from non profit that states they will be receiving the funds	<i>They are the non profit</i>

[Quoted text hidden]

Maria Ratcliff <mratclif@keywestcity.com>
To: Steve Torrence <storrenc@keywestcity.com>

Fri, Sep 2, 2011 at 1:40 PM

Thank you Steve. I think I will do that. You are soooo kind. Love ya.

[Quoted text hidden]

Jim Young <jjyoung@keywestcity.com>
To: Maria Ratcliff <mratclif@keywestcity.com>

Fri, Sep 2, 2011 at 1:43 PM

Maria,
There was no attachment.

JY

[Quoted text hidden]

--

Jim Young
Code Compliance Manager
City of Key West
Office: [305. 809.3737](tel:305.809.3737)
Fax: [305. 809.3739](tel:305.809.3739)
jjyoung@keywestcity.com

Doug Bradshaw <dbradsha@keywestcity.com>
To: Maria Ratcliff <mratclif@keywestcity.com>

Fri, Sep 2, 2011 at 1:47 PM

I cannot. I can approve for the Truman Waterfront which as I indicated as long as the Navy has not started their cleanup which should be the case, I do not see a conflict.

Doug Bradshaw
Senior Project Manager
City of Key West
Engineering/Port
[305-809-3792](tel:305-809-3792) office
[305-797-8361](tel:305-797-8361) Cell

[Quoted text hidden]

Maria Ratcliff <mratclif@keywestcity.com>
To: Doug Bradshaw <dbradsha@keywestcity.com>

Fri, Sep 2, 2011 at 1:53 PM

You are approving for the Truman Waterfront and Jim said it will not interfere. So I am taking this as your approval 😊

[Quoted text hidden]

Rotary Club Reggae Concert

Nov 18, 2011

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):

Mano Raterphi 9/1/2011
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

SIGNATURE DATE

POLICE DEPARTMENT

✓

SIGNATURE DATE

FIRE DEPARTMENT

✓

SIGNATURE DATE

PORT/ Key West DOT

SIGNATURE DATE

CODE COMPLIANCE

✓

SIGNATURE DATE

**KEY WEST PROPERTY
MANAGEMENT**

SIGNATURE DATE

PARKING DEPARTMENT

SIGNATURE DATE

Kotary Club Reggae Concert

Nov 20, 2011

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):
Maria Rateru 9/1/2011
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

SIGNATURE DATE

POLICE DEPARTMENT

[Signature] Sept 2, 2011
SIGNATURE DATE

FIRE DEPARTMENT

SIGNATURE DATE

PORT/ Key West DOT

SIGNATURE DATE

CODE COMPLIANCE

[Signature] 2 Sept 11
SIGNATURE DATE

**KEY WEST PROPERTY
MANAGEMENT**

SIGNATURE DATE

PARKING DEPARTMENT

SIGNATURE DATE

Routing Form 11/10

ROTARY CLUB REGGAE CONCERT – 11/18/11

**CITY OF KEY WEST SPECIAL EVENTS
DEPARTMENT APPROVALS**

EVENT (INITIAL SIGNOFF):

CONDITIONS/RESTRICTIONS

SIGNATURE DATE

PUBLIC WORKS

SIGNATURE DATE

POLICE

SIGNATURE DATE

FIRE DEPARTMENT
Marcus del Valle 09/02/2011

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: Rotary Club of Key West Florida Inc.

From: Division Chief/Fire Marshal Marcus del Valle

Date: September 2, 2011

Reference: Reggae Concert

This office reviewed the special event application for the Rotary Club of Key West Reggae Concert to be held at The Truman Annex on November 18, 2011.

The following conditions apply:

- Any cooking that takes place on city property needs to have a Life Safety Inspection.
- Attached are the vendor regulations for special events.
- The closure for the concert area needs to have proper exits and be properly marked.
- **Event coordinator is responsible for scheduling the inspection with this office.**

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

Marcus del Valle, Fire Marshal

Key West Fire Department

1600 N. Roosevelt Blvd.

Key West, Florida 33040

305-292-8179 Office

305-293-8399 Fax

mdelvalle@keywestcity.com

Serving the Southernmost City

KEY WEST FJRE



Key West Fire Department

Office of the Fire Marshal

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

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

Food Booth and Vendor Regulations

Vendor Booth Construction and Location

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

Butane or Propane equipment:

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

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

Electrical Power:

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

Charcoal Cooking:

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

Deep Fat Frying/Flambé/Open Flame Cooking:

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

Fire Extinguishers:

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

Miscellaneous:

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

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

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

Any booth not in compliance will be immediately closed.

Fire Safety Tips

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