# \*CITY OF KEY WEST

E ATTICATION FOR A SPECIAL EVENT PERMIT	<u>. [</u>
Name of Applicant(s) James Brooks	
Address of Applicant(s) 138A Peary Court KW FL 33040	•
Phone Number of Applicant(s) 393 3435 Fax: 393 3637 Email James . C. L	nacks
Name of Non-Profit (s) Key West KOTARY CLUB	•
Address of Non-Profit(s) C/0 508 SoutHARD St. # 107 KW Ft 330	)4o
Phone Number of Non-Profit(s) (305) 240-1090	
Amount or Percentage of Revenue Non-Profit(s) anticipates receiving + 50%	_
Date/Dates of Event Saturday, November 20, 2010	
Hours of Operation 6 p.m - 11:30 p.m.	
Estimated/anticipated number of persons per day 1200	<u>.</u>
Location of Event Truman Water Front across from Eco Discove	7 G
Street Closed N/A	
Son of Bob Marley) and Spam All-Stars who opened our last ve	ky
son of 1306 Marley) and Spam All-Stars who opened our last ve	gac
Noise exemption required: YesNo	nag
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 ability, claims for damages, and suits for or by reason of any injury to any person or damages to approperty of the parties hereto or of the third persons for any and all cause or causes hatsoever or in any way connected with the holding of said event or any act or omission or any manner related to said event and its operation irrespective of negligence, actual or aimed, upon the part of the city their agents or employees.	O
policants Signature  Date Aug 14, 2010	
inancial statements of the event from the previous year must be attached and submitted long with special event application)	

along with special event application)

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

\$50.00

Date of last exemption

Applicant Name JAMES BROOKS

Applicant Address 138A Perry Cont KW, FL 33040

Applicant Phone Number (703) 798-4565

Event Name Reggal Concert featuring Ky-Mani Marley

Event Address/Location Truman Waterfront across from Eco Discovery Ctr.

Date of Event Saturday NOV 20, 2010

Nature of Event Concert in same Iscation as Apr 2010

reggal concert.

Profit Non Profit Time(s) Request for Exemption 6 p. m - 11:30 p.m.

Number of Exemptions at this location this calendar year

JE 3158

Date 14 AUG 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 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

<sup>\*(</sup>Coding: Added language is <u>underlined</u>; deleted language is <del>struck</del> 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 Mange's Mangoes, and such other special events as may be added or subtracted by resolution of the city commission. Private persons

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

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

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

Sec. 6-61. Temporary bathroom facilities.

Whenever the sponsor of a special event provides temporary bathroom facilities on the public right-of-way, at least five percent (5%) of those facilities or one of those facilities, whichever is the greater number, shall be accessible to persons 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 he	ld
this 6th day of November, 2002.	
Read and passed on final reading at a regular meeting he	ld
this 19th day of November , 2002.	
Authenticated by the presiding officer and Clerk of t	he
Commission on 21st day of November, 2002.	
Filed with the Clerk November 21 , 2002.	
Jonny Velkley	
JIMMY WEEKLEY, MAYOR	
ATTEST:	
Chery smith	
CHERYL SMITH, CITY CLERK	

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

- 1. All Applicant(s) must fill out a City of Key West (City) application form provided to you by the Office of the City Manager.
- 2. Application(s) for special event(s) must be in the Office of the City Manager 60 days prior to the event.
- 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(s) on the application for the event. Each named nonprofit organization must provide the city manger with a letter of assent. Applicant(s) must also hire an off-duty police officer(s) for crowd control and safety as determined by the Key West Police Department or the City Manager's Office. Applicant(s) must have neighboring businesses sign a petition of no objection to the street closure.
- 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
- Applicant(s) wishing to sell/consume alcoholic beverages on City property must have approval by the City Commission via Resolution and must hire an off-duty police officer(s) for crowd control and safety as determined by the Key West Police Department or City Manager's Office. Applicant must provide liquor liability insurance.

  Sponsor's Signature

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

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

  Sponsor's Signature
- 16. 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
- Whenever the sponsor of a special event provides temporary bathroom facilities on the public right-of-way, at least five percent of those facilities or one of those facilities, whichever is the greater number, shall be accessible to persons with physical disability.

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

  Sponsor's Signature

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

  Sponsor's Signature 12
- 17. Special Events organizers must submit a adequate recycle plan for the size of the event being requested. Helpful hints and recycling requirements for special events can be found on the city's website. This will help you develop your plan. Sponsor's Signature.
- 18. All special events are required to comply with the Federal Americans with Disability's Act which requires access to all areas and services provided by the special events. Organizers must insure that all aspects of their event meet the requirements.

Sponsor's Signature \_\_\_\_\_.

## Complete Checklist for Event Recycling City of Key West

0	Identify contact person at the festival responsible for working with recycling.  Name of person: Albertonzalez Phone number: 849-1115
0	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:
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, 1 recycling container for every three trash barrels may be used)  Amount of recycling containers needed: 30
0	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:
0	
	Capacity of containers on grounds:  Contact person for containers:  Phone #:
0	Order signs to inform customers of recycling. Signs are needed for point-of-purchase locations and recycling containers.
Φ	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.
0	Arrange for emptying of recycling containers during the event – from the containers on the grounds to the large container.  Arrangements made:
o	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:
o	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.

0	Monitor recycling containers for correct usage during the event and take actions to solve problems:  Actions tolerate					
	Actions taken:					
0	View trash barrels and note any recyclables in the trash. Take actions to solve problems.  Problems:					
	Actions taken:					
0	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:					
0	Ensure that recyclables are removed and taken to the large container when bins are full and that liner bags are replaced.					
0	At the end of the event, remove signs and arrange for their return to owners.					
Ö	Place recycling containers in the pick-up location, as arranged with the providers of the containers.					
0	Ask the recycling facility to appraise the amount of material collected for recycling by weight, volume, or counts and report on contamination levels.  Amount of material:					
	Contamination:					
0	Prepare a report on the program including strategies used, amount of material diverted, comments and suggestions from participants and future recommendations.					
0	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  $305\ 296-2825$ 

#### SMALL SPECIAL EVENT RECYCLE PLAN

Special Event Recycle Plan Key West Rotary Presents Concert—Truman Annex Waterfront Saturday, November 20, 2010 6:00-11:30 PM

Recycle Coordinator: Albert Gonzales, phone: 849-1115

#### Recycle Coordinator will:

Educate and/or training recycling staff, vendors, attendees, and participants of event policies;

Coordinate the lease of recycle bins and the pick up of recyclables; Report the volume recycled to the City of Key West (Annalise Mannix 809-3747);

Ensure food waste containers are adjacent to recycle bins;

Stage a volunteer to ensure comingling of recyclables and trash; and

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:

We will have more than two bars therefore we will have a minimum of 2 recycle bins; per bar and bins strategically placed around venue to ease disposal.

2. Recycle Bins for cans and bottles will be place behind each drink or sales location

We will have to have 2 recycle bins BEHIND each bar for proper recycling.

3. Delivery of recyclables to the recycle center shall be by the event or by waste management or other licensed vendor

Key West Rotary will coordinate with Waste Management to pick up recyclables as we have at all other events.

4. Place recycle bins throughout the event area whether or not drinks are sold at the event.

Key West Rotary will station recycling bins at the entrance to the event and in the parking area WITH VOLUNTEERS to encourage recycling.

5. Cardboard from 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.

As Waste Management recently went to single stream recycling, cardboard will be recycled in same bins as bottles and cans. Will educate the servers to break down boxes and place in the appropriate bins.

6. Recycle 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.

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Recycle bins will be clearly marked "Recyclables".

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

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

City of Key West

PAY TO THE OPDER OF

63-43/670 4 3159

8/27/2010

\$ \*\*1,000.00

DOLLARS 

- May Common A Common

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

MEMO

Deposit for Reggae Festival

#### ATTACHMENT A

	LICENSE FOR US	E OF CITY	OF KEY WEST	OWNED PROPERTY
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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

	THE COLUMN							
I. PROPERTY I	LOCATION			2. DATES C	COVERED			
KEY WEST,	FLORIDA			FROM:	9 NOV 10	то: Э1 К	30V I O	
3. DESCRIPTION OF PROPERTY (INCLUDE ROOM AND BUILDING NUMBERS WHERE APPROPRIATE)								
TRUMAN W	/ATERFROI	NT PROPERTY						
4. PURPOSE OF	LICENSE			****				
ROTA	ky cli	us of key	WOST	PRE	SENTS:	re66M	E CONCEKT	
5. LICENSOR			EPRESENTATIV					
CITY OF KE	Y WEST	33041-64	RADSHAW, 1 34, (305) 809-	ADSHAW, PORT PROJECT MANAGER, P.O. BOX 6434, KEY WEST, FL , (305) 809-3792				
6. LICENSEE (N	IAME AND ADI	DRESS)			ATIVE (NAME/ADDRE	SS/PHONE)		
cey west	KITAY (	CLUB N FC 13040	JAMES	brooks	138A Pea	~ Court	Key West Fl	
			···		TY (PAYABLE IN AD			
		(IF NO CASH PAYMEN						
a. AMOUNT		b. FREQUENCY PAYMENTS DUE	c. FIRST DUE	DATE	d. TO (MAILING ADI	ORESS)		
500.	00	One time payment	Submitted w	ith License	Port office at P.O	Box 6434, Key	y West, FL 33041-6434	
8. ADDITIONAL CHARGES FOR USE OF PROPERTY								
		(IF NO CASH PAYMEN	T IS REQUIRED,	ENTER "NO	NE" UNDER ITEM 8a	"AMOUNT"		
a. AMOUNT (EACH b. FREQUENCY		c. FIRST DUE DATE d. TO (MAILING ADDRESS		ORESS)				
500.C	C				Port office at P.O	Box 6434, Key	West, FL 33041-6434	
AMERICAN STREET, STREE		9. INSUE	RANCE REQUIR	ED AT EXPE	NSE OF LICENSE			
(II	F ANY OR ALI	L INSURANCE REQUIREM	ENTS HAVE BE	EN WAIVED	, ENTER "NONE" IN a	b, c, OR d AS AP	PROPRIATE)	
TYPI		MINIMUM AMO	זאט		TYPE	MINI	MUM AMOUNT	
COVERAGE		SEE ITEM #	10		PARTY PERSONAL Y PER PERSON	SE	E ITEM#10	
b. THIRD PARTY PROPERTY DAMAGE SEE ITEM#		10	1	d. THIRD PARTY PERSONAL		E ITEM #10		
O. GENERAL CO	ONDITIONS (S	EE ATTACHED)	<u> </u>			<del></del>	<u> </u>	
VEHICLES COVI OF MOTOR VEH THREE MILLION DOLLARS/OCCL	ERING CLAIM HCLES INCLU N DOLLARS A URRENCE ANI	EHENSIVE AUTOMOBILE IS FOR INJURIES TO MEM DING ONSITE AND OFFSI NNUAL AGGREGATE. (B.) D 2 MILLION DOLLARS AI IMENT B AND C	BERS OF THE P TE OPERATION COMMERCIAL	UBLIC AND/ WITH LIMIT GENERAL I	OR DAMAGES TO PRI 'S OF ONE MILLION I JABILITY COVERAGE	OPERTY OF OTH OOLLARS EACH F IN THE AMOU	ERS ARISING FROM USE	
			II. EXECUT	ON OF LICE	NSE			
FOR -			BY				DATE	
		NAME AND TITLE			SIGNATURE			
CITY OF KEY I			27.4.67878			1		
CITY OF KEY WEST	MR. JI	M SCHOLL, CITY MA	NAGER					

#### ATTACHMENT B: GENERAL CONDITIONS

- 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.
- The Licensec, 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 Licensec's use. The amount of expense to be borne 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 Licensce) and the City of Key West and the proceeds shall be payable to the City of Key West" In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the City of Key West for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding or replacement,

Initials of Applicant

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

- 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 Licenser 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 Sa.
- N. The laws of the State of Florida shall govern the validity of this license agreement, interpretation, performance, and any other claims related to it. The venue for any and all claims or legal actions will be Monroe County, Florida.



#### ATTACHMENT C: ADDITIONAL PROVISIONS

The licensee is subject to the following additional provisions:

- 1. The City identifies a single Point of Contact, Mr. Doug Bradshaw, Port Project Manager of Key West, phone (305) 809-3792 or Cell (305) 797-8361, who will provide license provision oversight and enforcement for the full term of the license.
- 2. Prior to use of the premises Licensee must provide a \$\_\_\_\_\_ refundable deposit and a \$\_\_\_\_\_ nonrefundable payment for use of the property. This payment shall be delivered to the Port office at P.O Box 6434, Key West, FL 33041-6434. All checks shall be made payable to Licensor. Utilities used by Licensee will be charged at current rates. Any additional costs that will be incurred by the City (security, fire protection, public works, Navy, etc.) must be paid to the City to those departments. Assignment of damage cost or noncompliance penalties will be at the discretion of the City of Key West. Additional charges may be made after the activity if required.
- 3. All utility use must be coordinated through Doug Bradshaw. Any modification to utilities to support the activity will be at the sole cost of the Licensee.
- 4. Licensee is responsible for obtaining necessary permits required by any other agencies pertaining to this event such as Federal, State, Local, Coast Guard, Navy, Marine Sanctuary, etc. and is responsible of providing proof of permit prior to entering into an agreement with the City of Key West.
- 5. Licensee must provide the City with a detailed schedule for activities.
- 6. The activities each day shall conclude not later than 6 p.m. nor begin before 8 a.m. without prior approval by Licensor.
- 7. No generators associated with the event shall operate after 6 p.m. and before 8 a.m.
- 8. The leased site must be maintained in an orderly and neat condition. Licensor may request Licensee to improve conditions of site within reason if conditions become unacceptable.
- 9. The Licensee shall notify the Truman Annex Master Property Owner's Association (TAMPOA) at least 30-days prior to the activity.
- 10. Ingress/egress by the licensee shall be coordinated with the Licensor.
- 11. The Licensee must provide or ensure 24-hour security for the licensed area either thru security guard or by fencing with locking gates.
- 12. City of Key West personnel shall be allowed access to the site at all times.
- 13. Licensee shall provide sufficient personnel to ensure proper and safe operation of the activity.

## Initials of Applicant



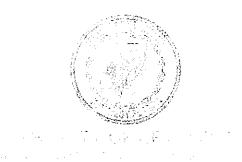
- 14. Licensee may not stay overnight on City of Key West property without prior approval by Licensor.
- 15. Entrance to City of Key West buildings is not authorized.
- 16. No alcoholic beverages/non-prescription drugs or food may be brought onto or sold on Licensor's property without prior approval 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 polices 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.

5:24 PM 08/30/10 ' Accrual Basis

# Rotary Club of Key West, Inc. Transaction Detail By Account July 1, 2009 through August 1, 2010

	Date Num	Name	Метто	7
6200 · Fundraising - Restricted (net)				
6240 · Reggae Concert income				
	05/19/2010 3081	Cash	hank for rannae connect One I am theman and	
-	05/24/2010	or in the second se	Regrae Concert proceeds	-800.00
	05/24/2010		Neggae Concell proceeds	13,110.81
	06/09/2010		Reggae Concert Proceeds	393.25
Total 6240 · Reggae Concert income			endergon only it our ord	400.00
				13,104.06
6245 · Reggae concert expense				
	03/08/2010 3032	City of Key West	Albert's Rease Concert Void per JiM Hill	
Check 03/	03/08/2010 3033	City of Key West	Albert's Regae Concert	100000
Bill 05/	05/21/2010 FSR 052110	Four Star Rental	Reggae Concert	50.00
Bill 05/	05/21/2010 RL 052110	Leonard, Ron	Reimbursement for Wire from Raybro CED for Regrass Concert	\$05.00 \$1.90
Bill 05/	05/21/2010 10-00001522	Leonard, Ron	Reimbursement for Electrical Permit for Reggae Concert City of Key West Suilding Dont	103,00
Bill 05/	05/21/2010 AG 052110 Reimb	Gonzalez, Albert	-MULTIPLE.	74 1 07
Bill 05/	05/22/2010 Reimb 052210	Petro, Mike.	Reimbursement for ice & drinks Winn Dixie Reagae Concert	5301
Bill 06/	06/30/2010 KES Reggae	Leonard, Ron	KES Deposits -Reimbursement	300 00
Deposit 06/	06/30/2010 131686	Keys Energy Service	Refund of Deposit for KES Reggae Concert	.171.06
Deposit 08/	08/01/2010 3032A	City of Key West	Void check #3032 per Jim in prior month	1 000 00
Check 08/	08/01/2010 3153	City of Key West	Use of Truman Waterfront for Reggae Concert 5/22/10	500.00
Total 6245 · Reggae concert expense				2,092.88
Total 6200 · Fundralsing - Restricted (net)				
				11,011,18
06/:	06/30/2010 Net Reggae 2010	Key West Rotary Foundation.	Net Reggae Concert proceeds 2010 transferred to Foundation	10,640.12
General Journal 08/	08/01/2010 080110	Rotary Foundation	Due to Foundation per Jim Hill	500.00
				11,140.12
TOTAL				-128.94
Car				

		CORD, CERTIFIC				In the second se	0813	ATE (MM/DD/YYYY) 2010
PRODUCER LOCKTON COMPANIES, LLC-K CHICAGO 525 W. Monroc, Suite 600 CHICAGO IL 60661 (312) 669-6900			HOLDER.	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
				INSURERS	AFFORDING CO	VERAGE		NAIC#
INSURED All Active US Rotary Clubs & Districts			INSURER A: A	INSURER A: ACE American Insurance Company				
		Attn: Risk Management Departmen 1560 Sherman Ave.	t		INSURER B: ACE Property & Casualty Insurance Co			
		Evanston II. 60201-3698		INSURER C:			$\Box$	
				INSURER D:				
	VEC	RAGES	——————————————————————————————————————	INSURER E:	TVIS CERTIFICATE OF AIR	ITANOE POEC WOLLDWAY		
Ť A	HE P NY R IAY P OLIC	POLICIES OF INSURANCE LISTED BEI REQUIREMENT, TERM OR CONDITION PERTAIN, THE INSURANCE AFFORDE CIES. AGGREGATE LIMITS SHOWN M.	NOP ANY CONTRACT OR OTHER	INSURED NAMED, DOCUMENT WITH HEREIN IS SUBJEC D CLAIMS.	ABOVE FOR THE P RESPECT TO WHIC T TO ALL THE TER	OH THIS CERTIFICATE MAY MS, EXCLUSIONS AND CO	). NO	TWITHSTANDING
LTR	<u> </u>	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMI	TS	
		GENERAL LIABILITY				EACH OCCURRENCE	\$	2,000,000
Α		X COMMERCIAL GENERAL LIABILITY	PMIG23861355	7/1/2010	7/1/2011	DAMAGE TO RENTED PREMISES (Ea occurence)	\$	500,000
		X Liquor Liability				MED EXP (Any one person)	\$	XXXXXXX
		X Liquor Liability Included			j	PERSONAL & ADV INJURY	\$	2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:			1	GENERAL AGGREGATE	\$	10,000,000
		X POLICY PRO-				PRODUCTS - COMP/OP AGG	\$	4,000,000
A		AUTOMOBILE LIABILITY  ANY AUTO  ALL OWNED AUTOS	PMIG23861355	7/1/2010	7/1/2011	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		SCHEDULED AUTOS				BODILY INJURY (Per person)	s	xxxxxxx
		X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$	xxxxxxx
						PROPERTY DAMAGE (Per accident)	\$	xxxxxxx
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	XXXXXXX
		ANY AUTO	NOT APPLICABLE			OTHER THAN EA ACC	\$	XXXXXXX
		EXCESS/UMBRELLA LIABILITY				NGG NGG	\$	XXXXXXX
В		<u> </u>	M00534092	7/1/2010	7/1/2011	EACH OCCURRENCE	\$	5,000,000
		1		7772010	///2011	AGGREGATE	\$	10,000,000
		DEDUCTIBLE X UMBRELLA				·	\$	XXXXXXX
		RETENTION \$					\$	XXXXXXX
		RKERS COMPENSATION AND	NOT APPLICABLE			WC STATU- OTH- TORY LIMITS ER	Ť	JUUGIAMA
[	ANY	PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$	XXXXXXX
		ICER/MEMBER EXCLUDED? s, describe under				E.L. DISEASE - EA EMPLOYEE	\$	XXXXXXX
ļ	SPEC	CIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$	XXXXXXX
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DEEC	D) D T (	ON OF OPERATIONS A CONTINUE MICHAEL						
		ON OF OPERATIONS / LOCATIONS / VEHICL						
Th	e C	Certificate Holder is include	ed as Additional Insured	where require	ed by written	contract or permit s	ubj	ect to the
ter	ms	and conditions of the Gene	eral Liability policy, but	only to the ex	tent bodily in	iury or property da	ma	ge is
caı	isec	d in whole or in part by the	acts or omissions of the	insured.		and or broberry am		50
CER	TIFI	ICATE HOLDER		CANCELLAT	ION		·····	
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION				
		Club of Key West		1		WILL ENDEAVOR TO MAIL		DAYS WRITTEN
		ly Molinet				NAMED TO THE LEFT, BUT FAIL		
		nces Street				OF ANY KIND UPON THE INSUR		
ney	we:	st FL 33040		REPRESENTATIV	ES.			
				AUTHORIZED REP	RESENTATIVE	7 7 1		
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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.



#### THE CITY OF KEY WEST

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

RELEASE AND INDEMNIFICATION

Key West Rotary Club

Reggae Concert at the Truman Waterfront

Saturday, November 20, 2010

I Jim Brooks being authorized to act on behalf of and legally bind Key West Rotary Club 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.

Mulliple Signature of Witness

Muria Ratelol

Print Name

Signature of Applicant

Ames E. Brants

Print Name

33 Aug 2010

Event Name: Rotary Club of Ku

## Special Event Checklist

Everything must be checked off before submitting the special event application

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

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X



## **PUBLIC NOTICE**

THIS IS TO NOTIFY YOU THAT THE KEY WEST ROTARY CLUB 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 SATURDAY, NOVEMBER 20, 2010 FROM 6:00 P.M. TO 11:30 P.M. AT THE TRUMAN WATERFRONT WHICH IS LOCATED WITHIN 100 FEET OF YOUR PROPERTY. A HEARING ON THE APPLICATION WILL TAKE PLACE AT THE CITY COMMISSION MEETING ON SEPTEMBER 21, 2010, AT 6:00 P.M., OLD CITY HALL, 510 GREENE STREET.

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

# Key West Rolary Regge Concert 11/30/2010

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

EVENTS (INITIAL S)	(GNOFF):	
Mana Rateleff	8 23/2010	CONDITIONS/RESTRICTIONS:
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PUBLIC WORKS		
		CONDITIONS/RESTRICTIONS:
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POLICE DEPARTMENT		CONDITIONS/RESTRICTIONS:
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FIRE DEPARTMENT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
KWDOT/PORT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
CODE COMPLIANCE		
		CONDITIONS/RESTRICTIONS:
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EVENTS:		
REQUEST HAS BEEN	APPROVED DENIED	(if denied attach explanation)

Keyllast Ridery Rigger Concert Machan

CEAA CE KEA MECA SEBONT EASIACO DEPARTMENT APPROVALS (in order of routing):

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REQUEST HAS BEEN	APPROVED	(if denied attach explanation)
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# Keyllost Rolary Kingge Connect Machanic

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

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Key West Rolany Regger Concert 11/30/2010

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

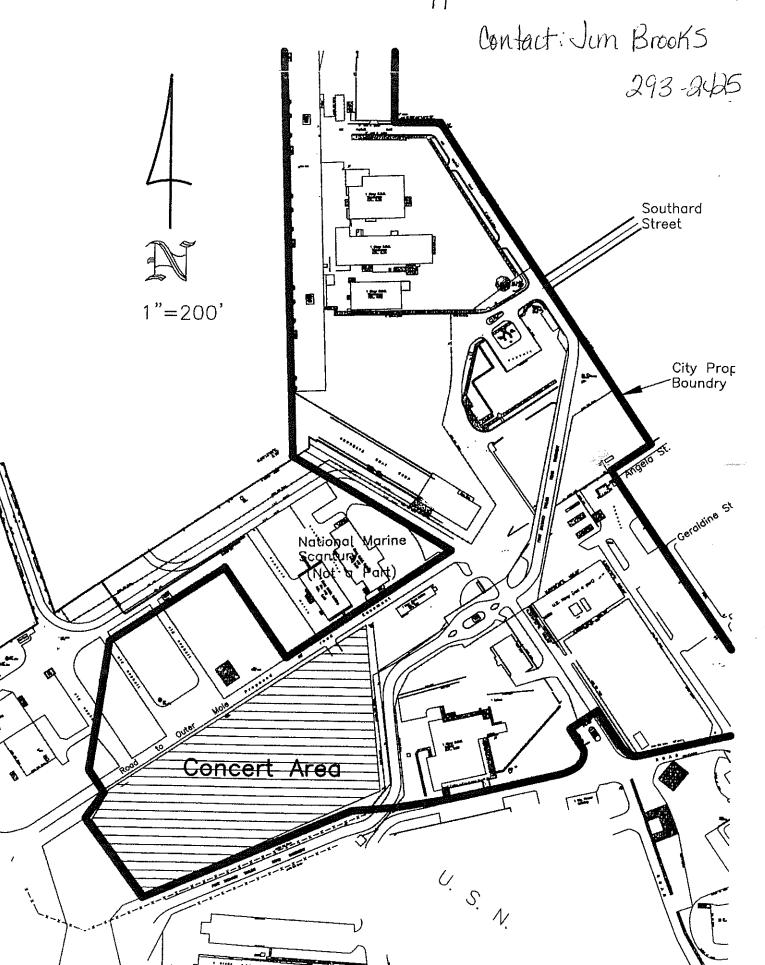
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# Regular Relay Reggge Concert Machano

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PUBLIC WORKS		
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EVENTS:		
REQUEST HAS BEEN	APPROVED	<del></del>
	DENIED	(if denied attach explanation)

Reggae Concert November 20201





# Truman Waterfront

Legend theBuffer Road Centerlines Easements **Lot Lines** theBufferTarget Water Names

# **PALMIS**

Monroe County Property Appraiser 500 Whitehead Street Key West, FL

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