

TAB 3



RECEIVED

AUG 12 2008

City of Palmetto
Planning Department

SPECIAL FUNCTION PERMIT APPLICATION

EVENT NAME: Myron-TRACY Hunter
APPLICANT: " "
ADDRESS: 2610 5th AVE Palmetto
CONTACT: MYRON HUNTER

EVENT DATE: 9-20-08
EVENT TIME: 5P-10P
PHONE: 941-465-5533 ✓
PHONE: 941-746-8000

DETAILS OF FUNCTION: LOCATION, PARADE ROUTE, ETC.: Anniversary Event @
Palmetto Historic Park. Library and grounds rented. See attached
Attendance exceeds 50.
CITY SERVICES REQUIRED: N/A *No City Services Required*
POLICE: Streets Blocked: _____ Traffic Control: _____ Security: _____ Other: _____
PUBLIC WORKS: Barricades: _____ Clean-up: _____ Set-up: _____ Other: _____

If a temporary restroom is utilized for a period greater than five (5) days, a Temporary Use Permit is required. Application is available at City Hall.

TEMPORARY RESTROOM FACILITIES: # of units: N/A # of days: _____
Proposed location(s): _____

INSURANCE REQUIREMENT: Organized events open to the public require insurance naming the City of Palmetto as an "Additional Insured" and the insurance policy must be provided to the City Clerk ten (10) days prior to the event. If you have entered into a rental agreement for a City facility for a private event, no insurance is required. Please review Exhibit A for insurance coverage requirements.

The Special Function Permit Application must be submitted to City Commission for approval at least 30 days prior to the event. Sale or consumption of alcoholic beverages on City property is strictly prohibited. If your event will include the use of loudspeakers, you may be required to apply for a Special Permit Exception to the City's Noise Ordinance (See Chapter 5-Amusements, of the City of Palmetto Code of Ordinances).

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PLEASE CONTINUE TO PAGE 2.

Special Function Permit Application
Page 2

EVENT: wedding Anniv.

Event Date: 9-20-08

INDEMNITY

Myron and Tracy Hunter (Permittee) agrees to defend, indemnify, and hold harmless the CITY OF PALMETTO, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim or liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Permittee or those of any of its officers, agents, employees, licensees, or invitees, whether such act is authorized by this permit or not; and Permittee shall pay for any and all damage to the property of the CITY OF PALMETTO, or loss or theft of such property, done or caused by such persons. CITY OF PALMETTO assumes no responsibility whatsoever for any property placed on the premises. Permittee further agrees to waive all rights of subrogation against CITY OF PALMETTO. The provisions of this paragraph clause do not apply to any damage or loss caused solely by the negligence of the CITY OF PALMETTO or any of its agents or employees.

I HAVE READ AND UNDERSTAND THE ABOVE SPECIAL FUNCTION PERMIT APPLICATION
CONDITIONS AND INDEMNITY.

Myron and Tracy Hunter
Permittee

CITY APPROVAL:

Public Works Director

Planning & Zoning

Risk Management

Parks Department

Police Department

North River Fire

APPROVED BY COMMISSION:

Date

Date

Date

Date

Date

Date

Date

Internal use only
Date Received:

Special Function Permit Application
Page 2

EVENT: wedding Anniv.

Event Date: 9-20-08

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Myron and Tracy Hunter
Permittee

CITY APPROVAL:

Public Works Director

Planning & Zoning

Risk Management

Parks Department

Police Department

North River Fire

APPROVED BY COMMISSION:

Date

Date

Date

Date

Date

Date

Date

Internal use only
Date Received:

Palmetto Historical Park
P.O. Box 1192
Palmetto, Florida 34220-1192

Phone: (941) 723-4991
Fax: (941) 721-6828
E-Mail: lynn.pope@manateeclerk.com

PALMETTO HISTORICAL PARK RENTAL APPLICATION / AGREEMENT

Please complete this application with as much detail as possible. Return completed application with ALL appropriate rental fees via mail to the address above, or in person to 515 10th Ave W. Palmetto

Name of Applicant: <u>Myron and Tracy Hunter</u>		Name of Organization <input type="checkbox"/> For Profit <input type="checkbox"/> Not For Profit	
Address: <u>2100 5th AVE E</u>		City: <u>Palmetto</u>	Zip Code: <u>34221</u>
Phone (daytime): <u>941-465-5533</u>	Phone (evening):	Phone (cell):	E-Mail Address:
Contact 1 (if other than applicant): <u>Brenda Brown</u>	Phone (daytime): <u>941-729-5072</u>	Phone (evening):	
Contact 2 (if other than applicant): <u>Dorothy Williams</u>	Phone (daytime): <u>746-8000</u>	Phone (evening):	
Anticipated attendance:	Minimum <u>50</u>	Maximum <u>80</u>	
Date(s) of Use: <u>9-20-08</u>	Day(s) of week: <u>Saturday</u>		
Start time (include decorating/setup time): <u>5 P</u>	End time (include cleanup time): <u>10 P</u>		
Is this a fundraising event? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Is an entry fee, ticket or registration fee required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Are any other fees associated with this event? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If yes to any of the above, please explain how funds will be used.			

Please check all that apply to this event:

- ☐ Baby/Bridal Shower ☐ Birthday Party ☐ Church Function/Social ☐ Family Gathering/Reunion
☐ Field Use (Games or Practices) ☐ Field Use (Recreational) ☐ Meeting ☐ Picnic ☐ Clinic
☐ Political Function ☐ Tournament ☒ Wedding or Reception ☐ Youth League Meeting
☐ Electric (if available) ☐ Water (if available) ☐ Other (describe):

Palmetto Historical Park & Rental Fees

Please check ALL facilities being requested for use and circle the application fees.

Carnegie Library

☐ Basement Floor Only

FEES: \$130.00 First 3 Hours/ \$40.00 each additional hour

☒ Basement Floor & Grounds

FEES: \$140.00 First 3 Hours/ \$45.00 each additional hour

☐ Chapel \$100.00 Security deposit

FEES: \$50.00 an hour

NOTE: A SPECIAL FUNCTION PERMIT AND ADDITIONAL SECURITY DEPOSIT ALSO MAY BE REQUIRED PURSUANT TO CHAPTER 18, ARTICLE VI OF THE CITY CODE OF ORDINANCES. RENTAL OF CITY FACILITIES FOR MORE THAN FIVE (5) DAYS IN ANY THIRTY (30) DAY PERIOD SHALL REQUIRE CITY COMMISSION APPROVAL. FEES FOR LONG TERM RENTAL OF CITY FACILITIES SHALL BE BASED ON THE ADDITIONAL OPERATION AND MAINTENANCE COSTS INCURRED BY THE CITY IN CONNECTION WITH SUCH LONG TERM USE.

Security Deposit: \$50.00 per facility unless a different amount is specified above. This amount is payable at time of reservation and is refundable upon the Completion of a favorable inspection. Up to 100% of the security deposit may be retained for damage and/or clean up if deemed necessary by management. In addition, the applicant shall be responsible for payment of cleaning/damage charges in excess of the security deposit.

Total Fees Enclosed: \$50 ☒ Cash or Check # _____ for Rental Fees _____ for Deposit(s) _____

A Drivers License # is required for ALL checks for the person whose name is on the check:

State _____ # _____

Applicant fully understands that submittal of this application does not confirm my/our request and that ALL Rental Fees and Taxes Must Be Included With This Application. I/We further understand that ALL requests are subject to staff approval and are processed on a first come first served basis. Upon review, a designated staff member will notify me or one of my contacts regarding the status of this request and whether or not there is any additional information required, or if any rental fees and/or deposits still remain to be paid. I/We also acknowledge that I/We have received a copy, read, understand and fully agree to all of the items and terms outlined in the Facility Rental Agreement, including how to proceed in the event of any emergency needing immediate attention during the event. I/We further affirm that the information contained in this application is true and correct to the best of my/our knowledge.

Signature of Applicant: Myron Huxter/Tracy Huxter Date: 8-1-08

Please make ALL checks payable to the Palmetto Historical Commission

FOR OFFICE USE ONLY

Date Rec'd: 8-5-08

Approved or Denied

Fees Collected: \$150 deposit Receipt #/s:

Palmetto Historical Commission

Sybil Pope

Palmetto Parks and Recreation Department

**PALMETTO HISTORICAL PARK
APPLICANT ACKNOWLEDGEMENT**

The Applicant, Myron and Tracy Hunter, hereby acknowledges and agrees to the following:

- All rental fees and taxes must be included with this application
- Submittal of the application does not confirm reservation dates
- Reservation requests are subject to City approval and are processed on a first come, first served basis
- Applicant has been provided with a copy of the Palmetto Historical Park Facility Rental Rules and Regulations and agrees to abide by same

Applicant hereby affirms that the information contained in this application is true and correct, acknowledges receipt of a copy of the application, and agrees to all of the terms and conditions as outlined in the Facility Rental Agreement, including how to proceed in the event of an emergency during the event.

In the case of an emergency contact the Palmetto Police Department at 941-723-4587.

The applicant hereby agrees to indemnify and hold harmless the Palmetto Historical Commission and the City of Palmetto, their agents and employees against any and all claims, demands, costs, expenses and liability of every kind, nature and description directly or indirectly arising from or related to the use of the Palmetto Historical Park Facility permitted under this rental agreement.

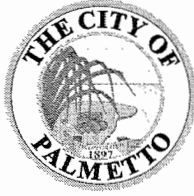
The undersigned applicant certifies that he or she accepts responsibility on behalf of his/her organization / group and it's guests for any damage or theft sustained by the Palmetto Historical Park (premises, landscaping, equipment, furniture) because of occupancy of the Palmetto Historical Park Facility by the organization.

I have read and agree to comply with the rules and regulations stated in or incorporated into this rental agreement. The cost of any special cleaning or damage to the Park Facility, equipment of grounds due to the scheduled activity or event will be deducted from the security deposit provided for herein. In the event that such costs exceed the amount of the security deposit, the undersigned agrees to be personally responsible for the payment to the Palmetto Historical Commission of any overages.

By: Myron - Tracy Hunter

Print name: Myron - Tracy Hunter

Date: 8-1-08



SPECIAL FUNCTION PERMIT APPLICATION

EVENT NAME: Stepping Out Against

EVENT DATE: October 25, 2008

APPLICANT: Domestic Violence HOPE Family Services, Inc.

EVENT TIME: 8AM - 1100AM

ADDRESS: 1201 8th Ave West Bradenton, FL 34205

PHONE: (941) 747-8499

CONTACT: Denni Stolze

PHONE: (941) 747-8499

Requesting waiver of expenses associated with event

DETAILS OF FUNCTION: LOCATION, PARADE ROUTE, ETC.: Scenic walk starting at Sutton Park, walking South on 10th Ave to Riverside East on Riverside to 8th and South on 8th over the Green Bridge to Bradenton and back ending at Sutton Park.

CITY SERVICES REQUIRED:

POLICE: Streets Blocked: ☒ Traffic Control: ☒ Security: ☐ Other: ☐
PUBLIC WORKS: Barricades: ☒ Clean-up: ☐ Set-up: ☐ Other: ☐

If a temporary restroom is utilized for a period greater than five (5) days, a Temporary Use Permit is required. Application is available at City Hall.

TEMPORARY RESTROOM FACILITIES: # of units: _____ # of days: _____

Proposed location(s): _____

INSURANCE REQUIREMENT: Organized events open to the public require insurance naming the City of Palmetto as an "Additional Insured" and the insurance policy must be provided to the City Clerk ten (10) days prior to the event. If you have entered into a rental agreement for a City facility for a private event, no insurance is required. **Please review Exhibit A for insurance coverage requirements.**

The Special Function Permit Application must be submitted to City Commission for approval at least 30 days prior to the event. Sale or consumption of alcoholic beverages on City property is strictly prohibited. If your event will include the use of loudspeakers, you may be required to apply for a Special Permit Exception to the City's Noise Ordinance (See Chapter 5-Amusements, of the City of Palmetto Code of Ordinances).

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PLEASE CONTINUE TO PAGE 2.

EVENT: Stepping Out Against Domestic Violence Event Date: October 25, 2008

INDEMNITY

HOPE Family Services (Permittee) agrees to defend, indemnify, and hold harmless the CITY OF PALMETTO, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim or liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Permittee or those of any of its officers, agents, employees, licensees, or invitees, whether such act is authorized by this permit or not; and Permittee shall pay for any and all damage to the property of the CITY OF PALMETTO, or loss or theft of such property, done or caused by such persons. CITY OF PALMETTO assumes no responsibility whatsoever for any property placed on the premises. Permittee further agrees to waive all rights of subrogation against CITY OF PALMETTO. The provisions of this paragraph clause do not apply to any damage or loss caused solely by the negligence of the CITY OF PALMETTO or any of its agents or employees.

I HAVE READ AND UNDERSTAND THE ABOVE SPECIAL FUNCTION PERMIT APPLICATION CONDITIONS AND INDEMNITY.

Dennie Stobbe
Permittee

CITY APPROVAL:

Public Works Director [Signature]

Date 9/2/08

Planning & Zoning [Signature]

Date 9/2/08

Risk Management [Signature]

Date 9/2/08

Parks Department Geoff Segen (SEE ATTACHMENT)

Date 9/2/08

Police Department _____

Date _____

North River Fire _____

Date _____

APPROVED BY COMMISSION: _____

Date _____

Internal use only
Date Received: _____

Special Function Permit Application
Page 2

EVENT: Stepping Out Against Domestic Violence Event Date: October 25, 2008

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Donnie Stohr
Permittee

CITY APPROVAL:

Public Works Director _____	Date _____
Planning & Zoning _____	Date _____
Risk Management _____	Date _____
Parks Department _____	Date _____
Police Department <u>mmg</u>	Date <u>08/08/08</u>
North River Fire _____	Date _____
APPROVED BY COMMISSION: _____	Date _____

Internal use only
Date Received: _____

Special Function Permit Application
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Dennie Stohr
Permittee

CITY APPROVAL:

Public Works Director	_____	Date	_____
Planning & Zoning	_____	Date	_____
Risk Management	_____	Date	_____
Parks Department	_____	Date	_____
Police Department	_____	Date	_____
North River Fire	<u>[Signature]</u>	Date	<u>8/6/08</u>
APPROVED BY COMMISSION:	_____	Date	_____

Internal use only Date Received: _____

HOPE Family Services
Date October 25th, 2008
Sutton Park in Palmetto

PALMETTO

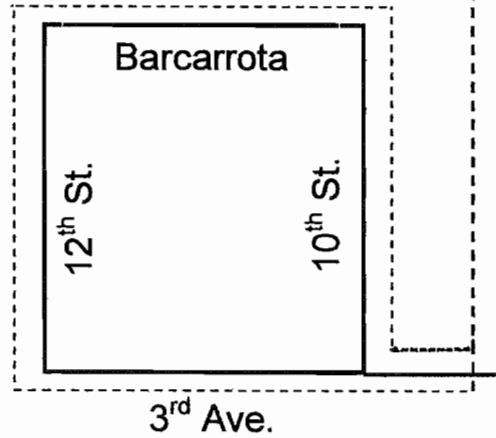
The Walk Route at Sutton Park in Palmetto
South on 10th Avenue to Riverside Drive
East on Riverside Drive to 8th Avenue
South on 8th Avenue across Green Bridge to 3rd Avenue

The Walk Route - Bradenton

West on 3rd Avenue to 12th Street
North on 12th Street to Barcarrota Blvd.
East on Barcarrota Blvd. to 10th Street
South on 10th Street to 3rd Avenue
East on 3rd Avenue to 9th Street

Then back across the Green Bridge to Palmetto's Sutton Park

BRADENTON



ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
07/28/08

PRODUCER

BB&T Wyman, Green & Blalock
1111 8th Avenue W
P.O. Box 9029
Bradenton, FL 34205

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.

INSURED

Hope Family Services Inc.
PO Box 1624
Bradenton, FL 34206

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Evanston Insurance Company

35378

INSURER B: FCCI Commercial Insurance Company

33472

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L TR. INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	8502SS2657970	06/14/08	06/14/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	8502SS2657970	06/14/08	06/14/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	4602SS2657980	06/14/08	06/14/09	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	001WC06A51367	06/11/08	06/11/09	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is listed as an additional insured.

CERTIFICATE HOLDER

City of Palmetto
P.O. Box 1209
Palmetto, FL 34220

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUEST FOR TEMPORARY CLOSING/SPECIAL USE OF STATE ROAD

850-040-65
MAINTENANCE
03/06
Page 1 of 2

- Instructions: 1. Obtain signatures of local law enforcement and city/county officials.
2. This form must be submitted by the local governmental authority to FDOT to obtain written approval. Allow adequate time for the review.
3. Attach any necessary maps or supporting documents.

NAME OF ORGANIZATION HOPE family Services		PERSON IN CHARGE Dennis Stolze		DATE 8/4/08
ADDRESS OF ORGANIZATION 1201 8th Ave West Bradenton, FL 34205				TELEPHONE NUMBER (941) 747-8499
TITLE OF EVENT Stepping Out Against Domestic Violence				
DATE OF EVENT Oct 25, 2008	STARTING TIME OF EVENT 8 AM	DURATION OF EVENT (APPROX.) 3 hr	ACTUAL CLOSING TIME (INCLUDING SETTING UP BARRIERS, ETC.) 8 A.M.	
PROPOSED ROUTE (INCLUDE STATE ROAD NUMBER, SPECIFIC LOCATION, ETC. - INCLUDE MAPS) US Business 41 Across Green Bridge; west on 3RD Ave; North on 12th St.; east BAREAROTA Blvd; south on 10th St. to 3RD Ave; back across Green Bridge - See Attached MAP				
DETOUR ROUTE (INCLUDE ALTERNATE ROUTES - INCLUDE MAPS) 				
NAME OF DEPT. RESPONSIBLE FOR TRAFFIC CONTROL, ETC. (CITY POLICE, SHERIFF'S DEPT., FLORIDA HWY. PATROL, ETC.)(INCLUDE PRECINCT NO.) City of Palmetto and City of Bradenton Police Departments				
SPECIAL CONDITIONS 				
THIS SECTION IS TO BE COMPLETED WHEN PERMITTING SPECIAL USE OF A STATE ROAD FOR FILMING				
LICENSED PYROTECHNICS OPERATOR _____ LICENSE NO. _____				
APPROVAL OF LOCAL FIRE DEPARTMENT _____				
LIABILITY INSURANCE CARRIER _____ POLICY EFFECTIVE DATE _____				
COVERAGE AMOUNT _____ (\$1,000,000 MINIMUM)				
LENGTH OF COVERAGE _____ DAYS				
FEDERAL AVIATION ADMINISTRATION APPROVAL FOR LOW FLYING FILMING _____				
ADDITIONAL LIABILITY INSURANCE AMOUNT _____ (\$5,000,000 MINIMUM)				
TYPED NAME AND TITLE (INCLUDE BADGE NO IF APPROPRIATE)		SIGNATURE OF CHIEF OF LAW ENFORCEMENT AGENCY		DATE SIGNED
TYPED NAME AND TITLE OF CITY/COUNTY OFFICIAL		SIGNATURE OF CITY/COUNTY OFFICIAL		DATE SIGNED

The Permittee, shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agents, employees, or subcontractors during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the Department or said parties may be subject, except that neither the Permittee nor any of its subcontractors will be liable under this Article for damages arising out of the injury or damage to persons or property directly caused or resulting from the SOLE negligence of the Department or any of its officers, agents or employees.

Contractor's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate and associate with the Department in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be triggered by the Department's notice of claim for indemnification to Contractor. Contractor's inability to evaluate liability or its evaluation of liability shall not excuse Contractor's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the Department SOLELY negligent shall excuse performance of this provision by Contractor. Contractor shall pay all costs and fees related to this obligation and its enforcement by the Department. Department's failure to notify Contractor of a claim shall not release Contractor of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title, and interest in the land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend and save harmless the State of Florida and the Department from and against any and all loss, damage, cost, or expense arising in any manner on account of the exercise or attempted exercises by said Permittee of the aforesaid rights and privileges.

During the event, all safety regulations of the Department shall be observed and the holder must take measures, including placing and display of safety devices, that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices (MUTCD), as amended, and the Department's latest Roadway and Traffic Design Standards.

In case of non-compliance with the Department's requirements in effect as of the approved date of this permit, this permit is void and the facility will have to be brought into compliance or removed from the R/W at no cost to the Department.

Submitted by: Denni Stolze
Permittee

Place Corporate

Denni Stolze
Signature and Title

1201 8th Ave West Bradenton
Attested

FL
34205

Department of Transportation Approval: This Request is Hereby Approved

Recommended for approval _____ Title _____ Date _____

Approved by: _____ Date _____
District Secretary or Designee

DISTRIBUTION: Original - Permittee
1st copy - District Maintenance Office
2nd copy - Local Maintenance Engineer

Special Function Permit/Temporary Use Permit Application

Stepping Out Against Domestic Violence
Hope Family Services, Inc

Saturday, October 25, 2008
8:00 a.m. – 11:00 a.m.

Sutton Park - Walking from Sutton Park over Green Bridge to Bradenton and back to Sutton Park (map attached). Walkers will register at Sutton Park prior to walk.

COSTS associated with Hope Family Services Stepping Out Against Domestic Violence beginning at Sutton Park:

Overtime hours (2 employee, 4 hours @	
\$29.00	232.00
Salaried staff employees	<u>N/C</u>
	232.00

In-Kind Services requested:	
Sutton Park Rental	65.00
150 - Cones	
extra trash cans	

APPROVED 8/25/08 - APPLYING FOR
RAIN MAKE UP DATE 9/27/08



SPECIAL FUNCTION PERMIT APPLICATION

Rockin TO THE OLDIES

9/27/08

EVENT NAME: FUNDRAISER CAR SHOW

EVENT DATE: 8/30/08

APPLICANT: PALMETTO Auto Motive

EVENT TIME: 5pm to 9pm

ADDRESS: 405 8th Ave W.

PHONE: 941-722-1500

CONTACT: KEVIN Jamison

PHONE: 941-526-3797

DETAILS OF FUNCTION: LOCATION, PARADE ROUTE, ETC.: AT Palmetto Automotive
Food, Live Entertainment, Games for Kids, Beverages,
FUND RAISER FOR BIG BROTHERS/BIG SISTERS

CITY SERVICES REQUIRED:

POLICE: Streets Blocked: _____ Traffic Control: X

Security: _____

Other: Street Sweeper

PUBLIC WORKS: Barricades: _____ Clean-up: _____

Set-up: _____

Other: Sign @ Bridge

If a temporary restroom is utilized for a period greater than five (5) days, a Temporary Use Permit is required. Application is available at City Hall.

TEMPORARY RESTROOM FACILITIES: # of units: 2 # of days: 1

Proposed location(s): _____

INSURANCE REQUIREMENT: Organized events open to the public require insurance naming the City of Palmetto as an "Additional Insured" and the insurance policy must be provided to the City Clerk ten (10) days prior to the event. If you have entered into a rental agreement for a City facility for a private event, no insurance is required. **Please review Exhibit A for insurance coverage requirements.**

The Special Function Permit Application must be submitted to City Commission for approval at least 30 days prior to the event. Sale or consumption of alcoholic beverages on City property is strictly prohibited. If your event will include the use of loudspeakers, you may be required to apply for a Special Permit Exception to the City's Noise Ordinance (See Chapter 5-Amusements, of the City of Palmetto Code of Ordinances).

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PLEASE CONTINUE TO PAGE 2.

EVENT: CAR SHOW FUNDRAISE

9/27/08
Event Date: 8/30/08

INDEMNITY

Palmetto Automotive (Permittee) agrees to defend, indemnify, and hold harmless the CITY OF PALMETTO, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim or liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Permittee or those of any of its officers, agents, employees, licensees, or invitees, whether such act is authorized by this permit or not; and Permittee shall pay for any and all damage to the property of the CITY OF PALMETTO, or loss or theft of such property, done or caused by such persons. CITY OF PALMETTO assumes no responsibility whatsoever for any property placed on the premises. Permittee further agrees to waive all rights of subrogation against CITY OF PALMETTO. The provisions of this paragraph clause do not apply to any damage or loss caused solely by the negligence of the CITY OF PALMETTO or any of its agents or employees.

HAVE READ AND UNDERSTAND THE ABOVE SPECIAL FUNCTION PERMIT APPLICATION CONDITIONS AND INDEMNITY.


Permittee

CITY APPROVAL:

Public Works Director 

Date 8/11/08

Planning & Zoning 

Date 8/1/08

Risk Management 

Date 8/4/08

Parks Department JEFF SEGER (SEE ATTACHMENT)

Date 8/1/08

Police Department _____

Date _____

North River Fire _____

Date _____

APPROVED BY COMMISSION: SPinder

Date 8-25-08

Internal use only
Date Received: _____

Jul 31 08 10:15a

City of Palmetto

9417234576

p.2

Special Function Permit Application
Page 2

8/30/08EVENT: CAR SHOW/FUNDRAISER

Event Date: _____

INDEMNITY

Palmetto Automotive (Permittee) agrees to defend, indemnify, and hold harmless the CITY OF PALMETTO, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim or liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Permittee or those of any of its officers, agents, employees, licensees, or invitees, whether such act is authorized by this permit or not; and Permittee shall pay for any and all damage to the property of the CITY OF PALMETTO, or loss or theft of such property, done or caused by such persons. CITY OF PALMETTO assumes no responsibility whatsoever for any property placed on the premises. Permittee further agrees to waive all rights of subrogation against CITY OF PALMETTO. The provisions of this paragraph clause do not apply to any damage or loss caused solely by the negligence of the CITY OF PALMETTO or any of its agents or employees.

I HAVE READ AND UNDERSTAND THE ABOVE SPECIAL FUNCTION PERMIT APPLICATION
CONDITIONS AND INDEMNITY.

[Signature]
Permittee

CITY APPROVAL:

Public Works Director _____

Date _____

Planning & Zoning _____

Date _____

Risk Management _____

Date _____

Parks Department _____

Date _____

Police Department _____

Date _____

North River Fire [Signature]Date 7/31/08

APPROVED BY COMMISSION: _____

Date _____

Internal use only
Date Received: _____

Special Function Permit Application
Page 2

8/30/08

EVENT: CAR SHOW/FUNDRAISER

Event Date: _____

INDEMNITY

Palmetto Antoinette (Permittee) agrees to defend, indemnify, and hold harmless the CITY OF PALMETTO, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim or liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Permittee or those of any of its officers, agents, employees, licensees, or invitees, whether such act is authorized by this permit or not; and Permittee shall pay for any and all damage to the property of the CITY OF PALMETTO, or loss or theft of such property, done or caused by such persons. CITY OF PALMETTO assumes no responsibility whatsoever for any property placed on the premises. Permittee further agrees to waive all rights of subrogation against CITY OF PALMETTO. The provisions of this paragraph clause do not apply to any damage or loss caused solely by the negligence of the CITY OF PALMETTO or any of its agents or employees.

I HAVE READ AND UNDERSTAND THE ABOVE SPECIAL FUNCTION PERMIT APPLICATION CONDITIONS AND INDEMNITY.

[Signature]
Permittee

CITY APPROVAL:

Public Works Director _____

Date _____

Planning & Zoning _____

Date _____

Risk Management _____

Date _____

Parks Department _____

Date _____

Police Department mmg _____

Date 07/31/08

North River Fire _____

Date _____

APPROVED BY COMMISSION: _____

Date _____

Internal use only
Date Received: _____

Special Function Permit/Temporary Use Permit Application

Rockin to the Oldies

Car Show Fundraiser benefiting Big Brothers Big Sisters

Palmetto Automotive

405 8th Avenue West

Saturday, August 30, 2008

5:00 p.m. – 9:00 p.m.

COSTS associated for services requested by the sponsor:

Port-o-lets (2 - 1 regular/1 handicapped)	195.00
Display Banner one week before event	25.00
30 – traffic cones	N/C
Street sweeper (discussed with the Streets Department - City can not provide)	

NOTE - This is the first of four car shows they plan on sponsoring for various charities. They will submit a Special Function Permit prior to each event once plans are finalized.

11/29/08 – Children's Hospital

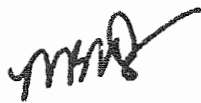
1/31/09 – Boys & Girls Club

5/20/09 – Manatee Vets & Families

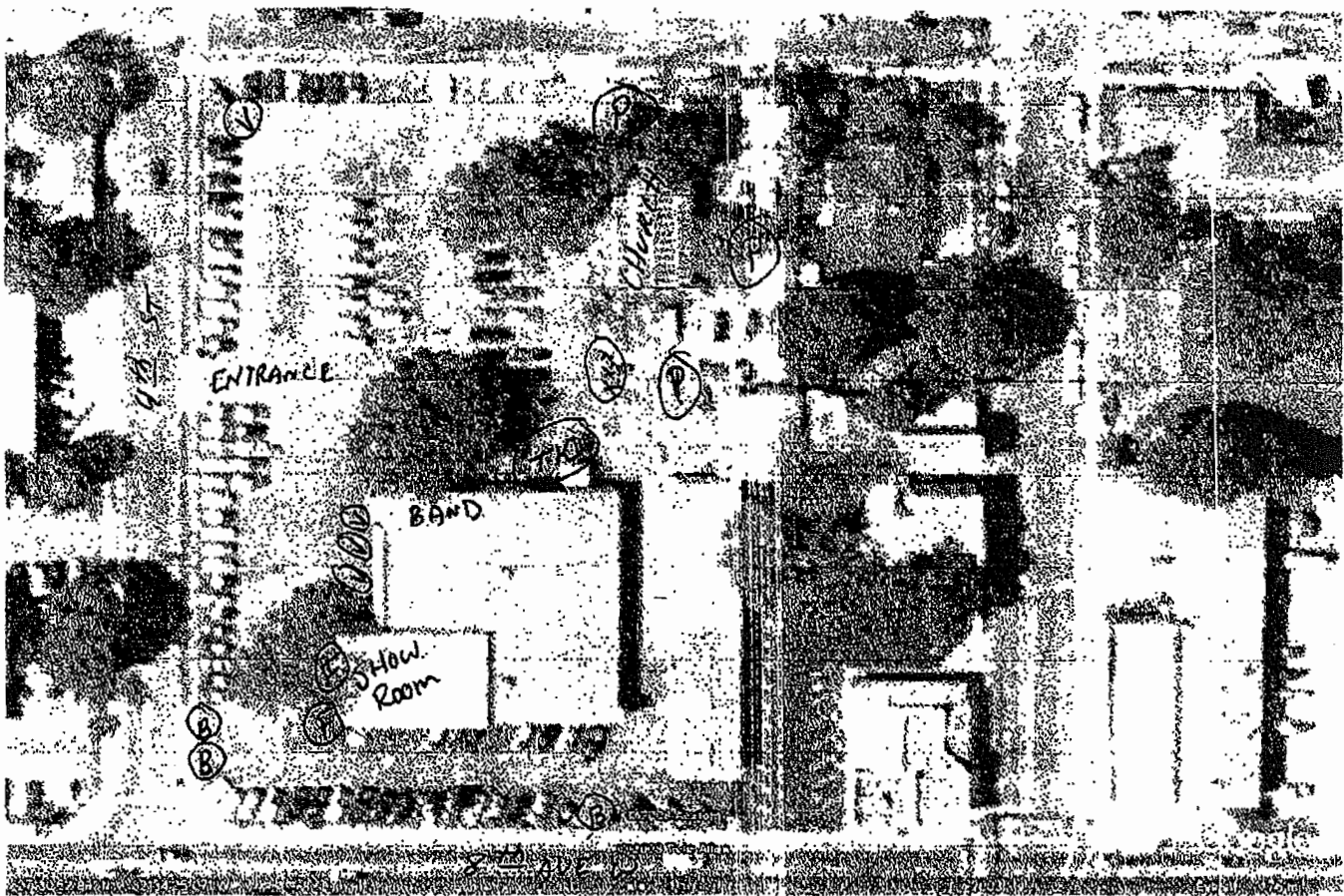
Diane:

I spoke with Kevin Jamison who stated the he will need two officers for each of the 4 events and the officers will be asked to work from 5:00 PM to 9:00 PM each of the 4 days.

This will be handled by off duty officers and no expenses will be incurred by the City of Palmetto.

A handwritten signature in black ink, appearing to read 'Mayer', with a stylized, cursive script.

Mayer



(XXX) = PORT-O-LETS

(V) = VENDERS

(B) = BARRICADES

(F) = FOOD

(TKD) = T.I.-Kwan-Do Demonstration Location

(P) = PALMETTO'S SALES UNITS CARS, TRUCKS, TRAILERS, ECT

Fund Raiser For Big Brothers + Big Sisters

- ① THESE EVENT WILL LAST ABOUT 4 HRS.
- ② CARS WILL START ARRIVING 1 DAY IN ADVANCE W/ MOST OF THEM STARTING TO ARRIVE AROUND 3:00pm THE DAY OF THE EVENT
- ③ ENTERTAINMENT WILL SHUT DOWN AROUND 8:30 + THE ~~THRO~~ TROPHIES ~~CELEBRATION~~ AND ANY OTHER ANNOUNCEMENTS WILL BE MADE
- ④ 90% OF THE PARKING LOT WILL BE CLEARED BY 10pm
- ⑤ KIWANIS WILL BE COOKING + HANDLING THE FOOD -
- ⑥ WE WILL SELLING TICKETS FOR VENDORS

MY NAME IS KEVIN JAMISON
I WORK FOR PALMETTO AUTOMOTIVE
IF YOU HAVE ANY QUESTIONS PLEASE
CALL ME @ OFFICE -- 941-722-1500
CELL -- 941-526-3797



ROCKIN' TO THE OLDIES CRUISIN'

August 30, 2008

5:pm - 9pm

@ PALMETTO AUTOMOTIVE
405 8th Ave W - Palmetto



Billy Lindsey

ELVIS

\$15.00

Registration Fee

FUN, FOOD, PRIZES, TROPHIES, SILENT AUCTION



BEST DRESSED
CONTEST



LIVE BAND

SIAMAN

FUNDRAISER FOR:

"HULA HOOP" CONTEST
KID ACTIVITIES
FUN FOR THE WHOLE
FAMILY!



Big Brothers Big Sisters

Little Mentors. Big Impact.

CONTACT:

KEVIN

Palmetto Automotive Sales & Service

(941) 722-1500

www.palmettoautomotive.info

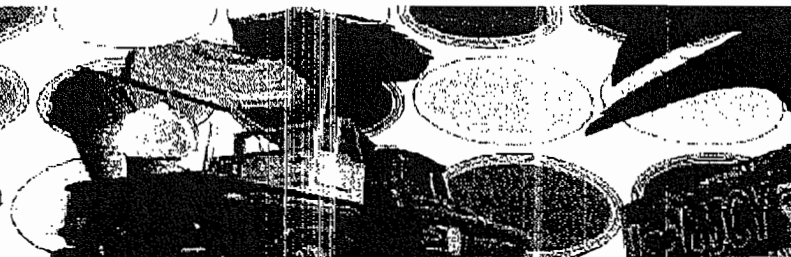
PAUL

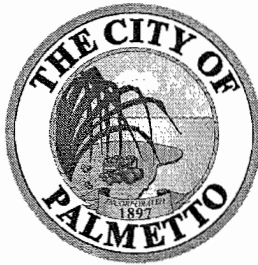
(941) 746-8346

www.geocities.com/bbsmisers

Ice Cream Racer

Go's Style Parlor





APPLICATION FOR SPECIAL PERMIT EXCEPTION
TO THE CITY'S NOISE ORDINANCE

APPLICATION MUST BE FILED NO LESS THAN THIRTY (30) DAYS PRIOR TO
THE DATE OF EVENT OR OCCURRENCE.

Palmetto Automotive
Applicant's Name

405 8th Ave W

Palmetto Automotive

Florida 34221
Address

[Signature]
Applicant's Authorized Representative

8/30/08 ~~1/19/08~~ 9/27/08
Event Date

Rain Make-up
Date

941-722-1500
Telephone

The Applicant hereby applies for a Special Permit Exception (SPE) to certain provisions of the City of Palmetto's Code regarding the prohibition of and abatement of noise disturbances on private and public properties. The SPE is sought for:

1. DESCRIPTION OF ACTIVITY/EVENT FOR WHICH SPE IS REQUESTED:

8/30/08 → Fundraiser For Big Brothers & Big Sisters

Teran Families (Manatee County)

2. ESTIMATED ATTENDANCE: 1000 +

3. PROJECTED OR PROPOSED HOURS OF EVENT: From 4pm To 9pm

4. STATEMENT OF GENERAL COMMUNITY IMPORTANCE OR BENEFIT:

Raising money for local assistance programs

5. IDENTIFY PROPOSED EFFECTIVE MITIGATION MECHANISMS:

Turn it Down
Accommodate in any way
move speakers

6. ANY ALTERNATIVE LOCATIONS FOR EVENT/ACTIVITY:

NO

7. NAME AND NUMBER OF RESPONSIBLE PARTY TO BE CONTACTED DURING EVENT/ACTIVITY:

JULIE BROWN 941-812-2252
Office - 941-722-1500
TOM BROWN cell 941-526-5656
KEVIN JAMISON cell 941-526-3797

I AM AWARE THAT in determining whether or not an SPE shall be issued, the City Commission shall, at a minimum, consider the nature of the event; its possible adverse effects; its importance to the general community and potential benefit the event may have upon the City and the general public; the number of participants at the event; the time of the event; proposed effective mitigation mechanisms; and the availability of alternative locations. Review of a denial of an SPE shall be to the Circuit Court in and for Manatee County and must be filed within thirty (30) days of the date of the City Commission decision relating to the SPE. Review shall be based solely upon the record generated before the City Commission. The burden is upon the applicant to establish by substantial, competent evidence that the activity for which the SPE is sought has the means to effectively mitigate potential adverse effects and impacts upon surrounding property owners and residents.

Internal Use Only
Date Received:

Applicant

CITY COMMISSION APPROVAL: