

TAB 3

Special Function Permit Application
Page 2

EVENT: MLK PARADE

Event Date: 1/17/09

INDEMNITY

PALMETTO YOUTH CENTER, INC. (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.

Gladys S. Houston
Permittee GLADYS SAILES HOUSTON, President

CITY APPROVAL:

Public Works Director	<u>[Signature]</u>	Date	<u>10/31/08</u>
Planning & Zoning	<u>[Signature]</u>	Date	<u>10/29/08</u>
Risk Management	<u>[Signature] PENDING INS.</u>	Date	<u>11/3/08</u>
Parks Department	<u>JEFF SEGER (SEE ATTACHMENT)</u>	Date	<u>10/29/08</u>
Police Department	_____	Date	_____
North River Fire	_____	Date	_____
APPROVED BY COMMISSION:	_____	Date	_____

Internal use only
Date Received: _____

Special Function Permit Application
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EVENT: MLK PARADE Event Date: 1/17/09

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Public Works Director _____	Date _____
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Risk Management _____	Date _____
Parks Department _____	Date _____
Police Department _____	Date _____
North River Fire <u>[Signature]</u>	Date <u>10/20/08</u>
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Police Department <u>[Signature]</u>	Date <u>10/20/08</u>
North River Fire _____	Date _____
APPROVED BY COMMISSION: _____	Date _____

Internal use only
Date Received: _____

Special Function Permit/Temporary Use Permit Application

Martin Luther King Parade
Palmetto Youth Center.

Monday, January 19, 2009
11:45 a.m. – 2:30 p.m.

The Parks Department is responsible for closing and opening all roads along the parade route and all clean up after the event.

Labor:

Director of Parks

3 – Supervisors

11 – Service Works (8 hours @ \$30.00/hour) average OT rate plus 38% - \$2,640

12 – Police Offices should be on site.

Equipment:

5 – Public Works trucks

250 – 36” safety cones

Sign #1	3 – Merge Left
Sign #2	4 – Detour 1,000 feet
Sign #3	4 – Detour 500 feet
Sign #4	4 – Detour Ahead
Sign #5	4 – Detour Left
Sign #6	7 – Detour Strait
Sign #7	2 – End Detour
Sign #8	7 – Detour Right
Sign #9	1 – Merge Right

See map for detailed placement of safety signs.

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

860-040-66
MAINTENANCE
03/06

- 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 PALMETTO YOUTH CENTER, INC.		PERSON IN CHARGE GLADYS SAILES HOUSTON		DATE 10/17/08
ADDRESS OF ORGANIZATION 501 17th St. W. (mail to: P O Box 608) Palmetto, FL 34220			TELEPHONE NUMBER (941) 722-0783	
TITLE OF EVENT MLK PARADE				
DATE OF EVENT Jan. 17, 2009	STARTING TIME OF EVENT 12 noon	DURATION OF EVENT (APPROX.) 2 hours	ACTUAL CLOSING TIME (INCLUDING SETTING UP BARRIERS, ETC.) 11:45 a.m. to 2:30 p.m.	
PROPOSED ROUTE (INCLUDE STATE ROAD NUMBER, SPECIFIC LOCATION, ETC. - INCLUDE MAPS) MAP INCLUDED				
DETOUR ROUTE (INCLUDE ALTERNATE ROUTES - INCLUDE MAPS) PALMETTO CITY POLICE MAP INCLUDED				
NAME OF DEPT. RESPONSIBLE FOR TRAFFIC CONTROL, ETC. (CITY POLICE, SHERIFF'S DEPT., FLORIDA HWY. PATROL, ETC.) (INCLUDE PRECINCT NO.) PALMETTO CITY POLICE				
SPECIAL CONDITIONS The permittee is responsible for the placement and display of safety devices throughout the entire area in accordance with the Federal manual on uniform Traffic Control Devices as amended, and the department's latest roadway design standards - index series.				
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) GARRY LOWE, Chief		SIGNATURE OF CHIEF OF LAW ENFORCEMENT AGENCY		DATE SIGNED
TYPED NAME AND TITLE OF CITY/COUNTY OFFICIAL LAWRENCE E. BUSTLE, JR., Mayor		SIGNATURE OF CITY/COUNTY OFFICIAL		DATE SIGNED

850-040-65
MAINTENANCE
03/06

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.

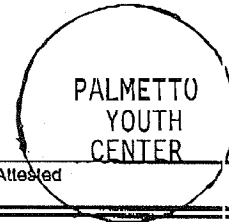
During the event, all safety regulations of the Department shall be observed and the holder must take measures, including placing and display of safety devices, that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic 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 RW at no cost to the Department.

Submitted by: PALMETTO YOUTH CENTER, INC.
Permittee

Place Corporate Seal

Gladys S. Houston
Signature and Title
GLADYS SAILES HOUSTON, PRESIDENT



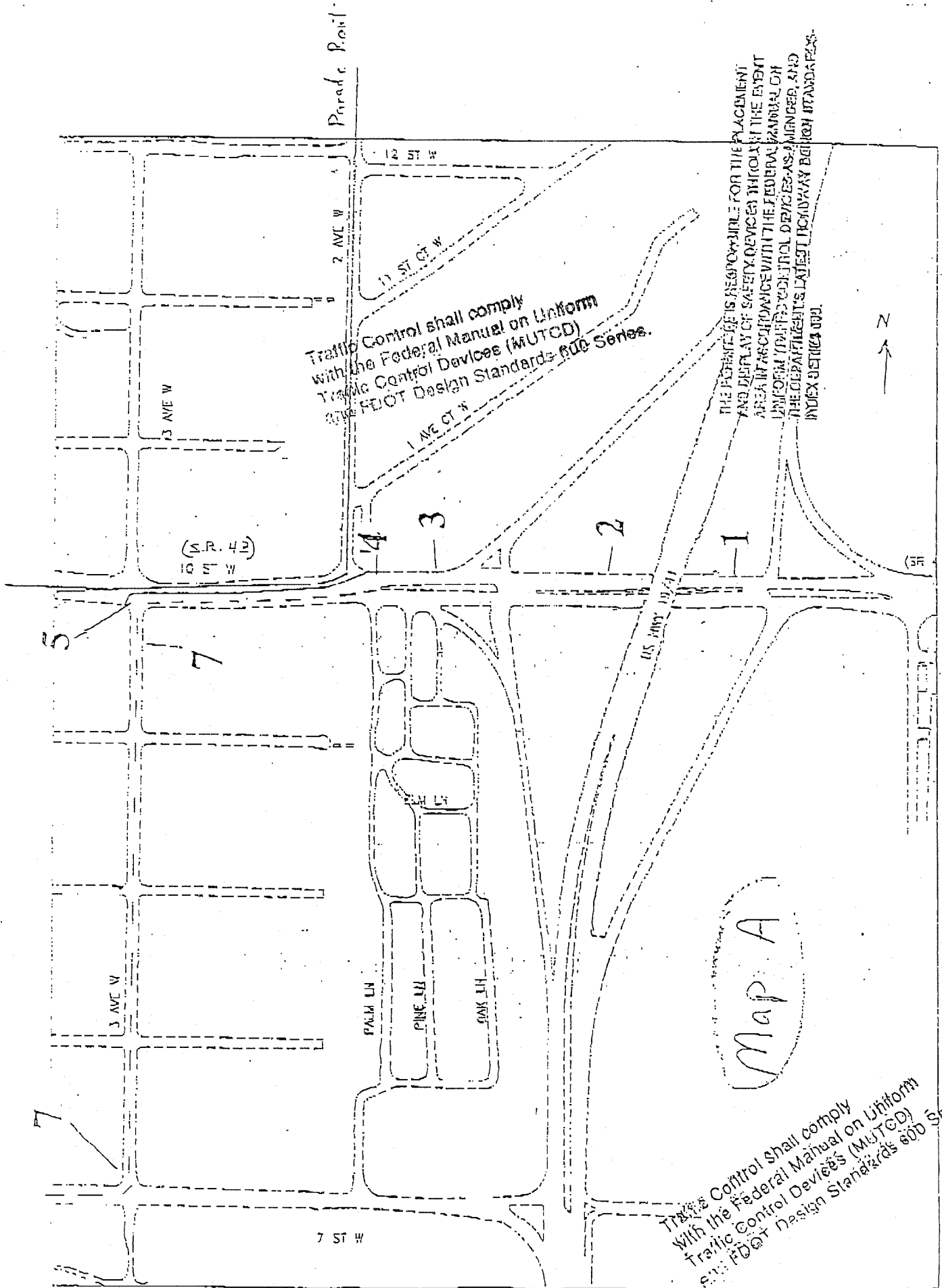
Attested

Department of Transportation Approval: This Request is Hereby Approved

Recommended for approval _____ Title _____ Date _____

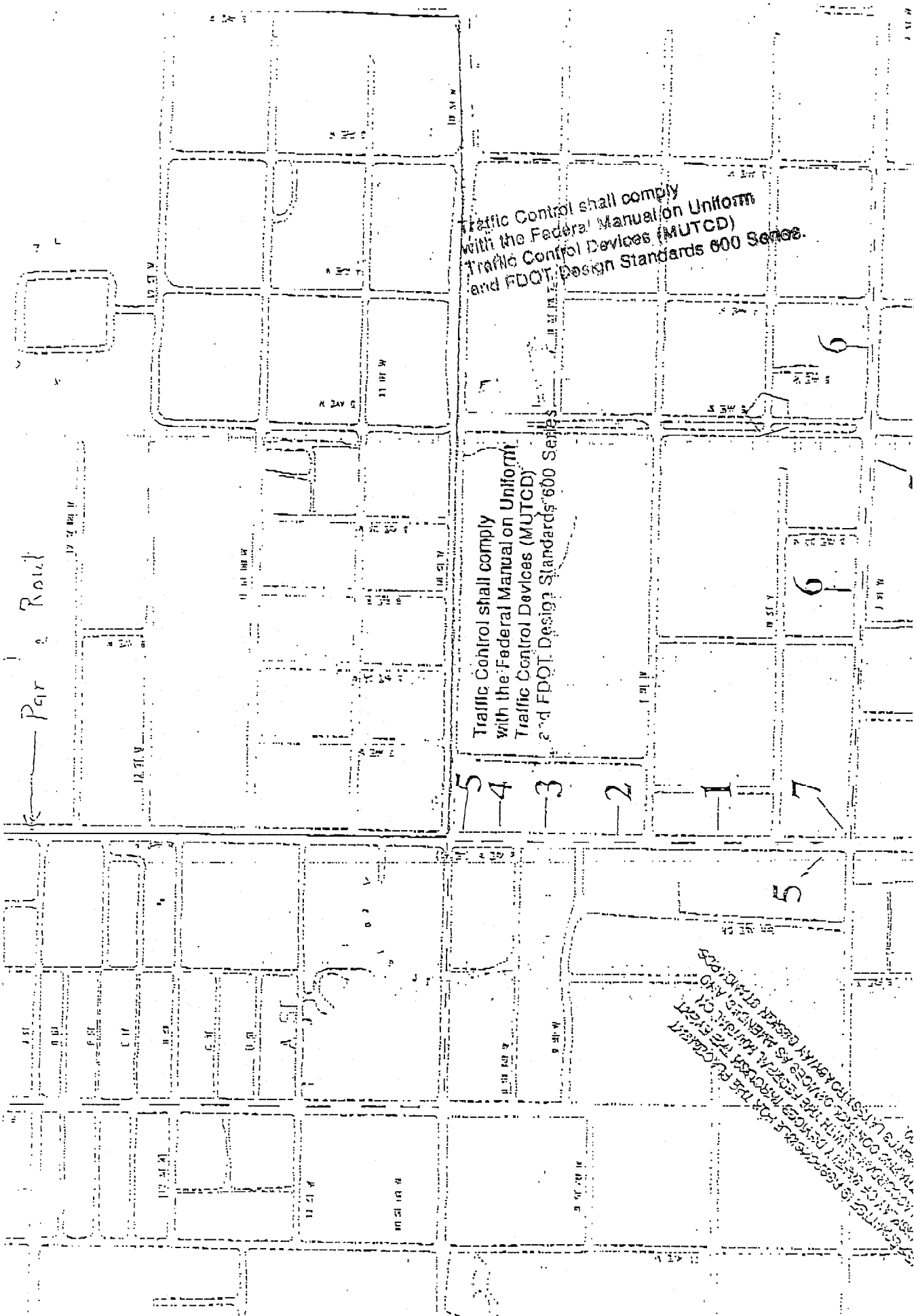
Approved by: _____ Date _____
District Secretary or Designee

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



City of Palmetto, Fla.

--- Delour S.R. 42



Traffic Control shall comply with the Federal Manual on Uniform Traffic Control Devices (MUTCD) and FDOT Design Standards 600 Series.

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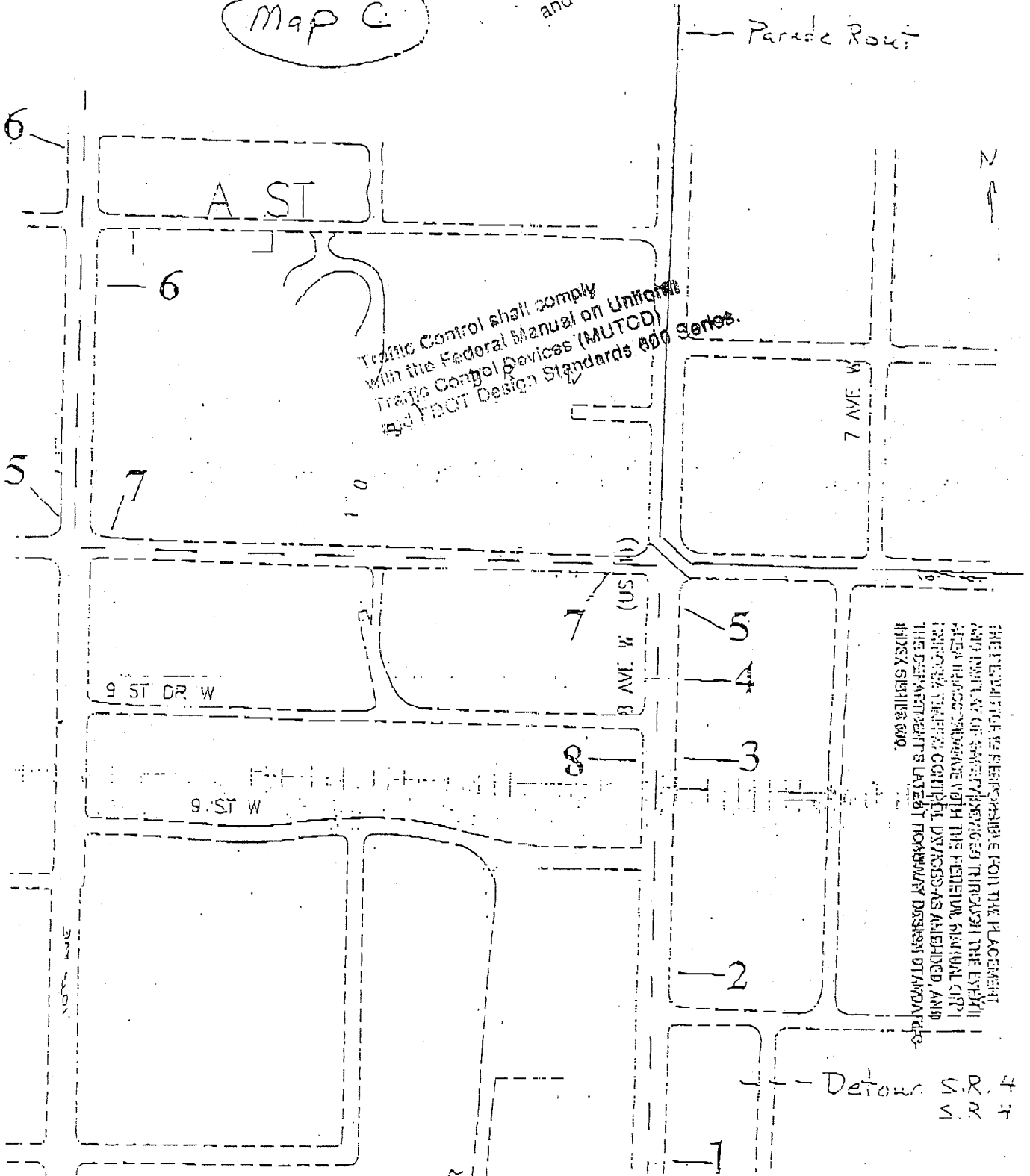
Map B

THIS DOCUMENT IS PROVIDED FOR THE PUBLIC USE OF THE CITY OF PALMETTO. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE CITY ENGINEER. THE CITY ENGINEER'S OFFICE IS AT 1000 W. PALMETTO AVENUE, PALMETTO, FL 34224. TEL: 813-987-1234. FAX: 813-987-5678.

City of Palmetto, FL.

Traffic Control shall comply with the Federal Manual on Uniform Traffic Control Devices (MUTCD) and FDOT Design Standards 600 Series.

Map C



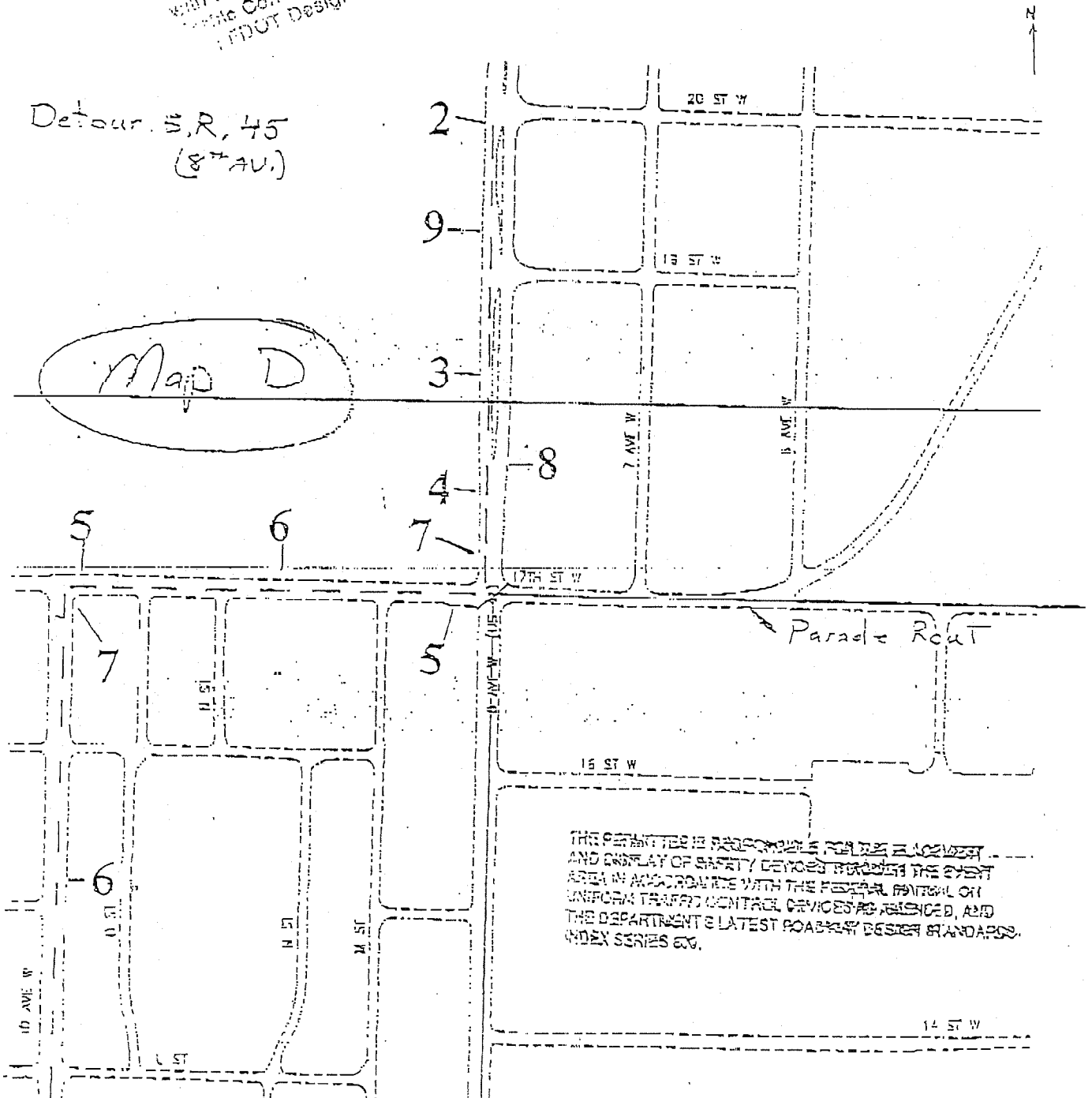
City of Palmetto, FL

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Detour S.R. 45 (8th Av.)

Map D



THE PERMITTEE IS RESPONSIBLE FOR THE LOCATION AND DISPLAY OF SAFETY DEVICES THROUGHOUT THE EVENT AREA IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AS AMENDED, AND THE DEPARTMENT'S LATEST ROADWAY DESIGN STANDARDS, INDEX SERIES ETC.



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.

James E St John
Applicant's Name

Jan 25, 2009
Event Date

411 7th Street West
Palmetto FL 34221
Address

941-729-2800
Telephone

[Signature]
Applicant's Authorized Representative

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:
Our 1 year anniversary party which all proceeds will be donated to charity to support local community. Last year we raised over 8,000 which helped a local family pay doctor bills.

2. ESTIMATED ATTENDANCE: 500

3. PROJECTED OR PROPOSED HOURS OF EVENT: From 10am To 6pm

4. STATEMENT OF GENERAL COMMUNITY IMPORTANCE OR BENEFIT:

DONATION to CHARITY

5. IDENTIFY PROPOSED EFFECTIVE MITIGATION MECHANISMS:

6. ANY ALTERNATIVE LOCATIONS FOR EVENT/ACTIVITY:

NONE

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

James E St. John

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:
11-7-08

Applicant

CITY COMMISSION APPROVAL: