

TAB 4

**SPECIAL FUNCTION PERMIT
CHECKLIST**

**EVENT: VFW District Picnic
VFW Post #2488**

REASONS FOR SPECIAL FUNCTION PERMIT:

CITY SERVICES: Use of Dumpster
**USE OF CITY PROPERTY: Closure of 9th Ave. W. from 6th St. to Parkway Dr.
Rental of Lamb Park (Payment received)**

CITY EXPENSES: \$99.75 (Dumpster)

WAIVER OF CITY FEES: Requesting waiver of \$99.75 (Dumpster)

INSURANCE REQUIRED: Policy attached

Applicant informed a Club representative would have to be present at the Commission meeting when application presented for approval.



SPECIAL FUNCTION PERMIT APPLICATION

EVENT NAME: VFW DISTRICT PICNIC
APPLICANT: VFW 2488
ADDRESS: 810 6TH ST. W.
CONTACT: CARL PATTON

EVENT DATE: 4/18/09
EVENT TIME: 12:00-5:00pm
PHONE: 722-8634
PHONE: 920-1178

DETAILS OF FUNCTION: LOCATION, PARADE ROUTE, ETC.: LAMB PARK - block
9th Avenue West from 6th Street to Parkway Dr.

CITY SERVICES REQUIRED:

POLICE: Streets Blocked: X Traffic Control: _____ Security: _____ Other: _____
PUBLIC WORKS: Barricades: _____ Clean-up: _____ Set-up: _____ Other: Cones - Dumpster

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: 1/2
Proposed location(s): LAMB PARK - Close 9th Av. W. from 6th St. W. to
PARKWAY

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
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EVENT: VFW DISTRICT PICNIC

Event Date: 4/18/09

INDEMNITY

VFW 2488 (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.

Carl P. Han, Commander
Permittee

CITY APPROVAL:

Public Works Director ^{John} <u>William Irving</u>	Date <u>1-15-09</u>
Planning & Zoning <u>[Signature]</u>	Date <u>1-20-09</u>
Risk Management <u>[Signature]</u>	Date <u>1-14-09</u>
Parks Department <u>Geoff Seeger (SEE ATTACHMENT)</u>	Date <u>1/14/09</u>
Police Department _____	Date _____
North River Fire _____	Date _____
APPROVED BY COMMISSION: _____	Date _____

Special Function Permit Application
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EVENT: VFW DISTRICT PICNIC

Event Date: 1/15/09

INDEMNITY

VFW 2498 (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 licensees 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 those of any of such property, or loss or damage 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 shall 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

Carl Parker Commander
Permittee

CITY APPROVAL:

Public Works Director [Signature]

Date 1-15-09

Planning & Zoning [Signature]

Date

Risk Management [Signature]

Date

Parks Department [Signature]

Date

Police Department [Signature]

Date

North River File

Date

APPROVED BY COMMISSION:

Date

Internal use only
Date Received _____

Special Function Permit Application
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EVENT: VFW DISTRICT PICNIC Event Date: 4/18/09

INDEMNITY

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

Carl Patton, Commander
Permittee

CITY APPROVAL:

Public Works Director ^{John} <u>[Signature]</u>	Date <u>1-15-09</u>
Planning & Zoning <u>[Signature]</u>	Date _____
Risk Management <u>[Signature]</u>	Date <u>1-14-09</u>
Parks Department <u>Geoff Seeger (see attachment)</u>	Date <u>1/14/09</u>
Police Department <u>[Signature]</u>	Date _____
X North River Fire <u>[Signature]</u>	Date <u>1/20/09</u>
APPROVED BY COMMISSION: _____	Date _____

Special Function Permit/Temporary Use Permit Application

VFW 2488 District Picnic
Carl Patton 920-1178

Saturday, April 18, 2009
12:00 noon – 5:00 p.m.

Lamb Park – block 9th Avenue West from 6th Street to Parkway Drive

COSTS associated with the VFW District Picnic

Rental of Lamb Park 12:00 noon – 5:00 p.m. (rental application and payment receipt attached)	\$40.00
Rental Deposit (payment receipt attached)	\$50.00
Cones	N/C
Dumpster (5 Yd roll behind) (event coordinator requested this fee be waived)	\$99.75 minimum

ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/AA/YY) 02/16/2009
PRODUCER Lockton Risk Services P.O. Box 410679 Kansas City, MO 64141-0679 800-829-8390, (INSURER) Manatee County Post #2488, Inc. 810 6th Street West Palmetto, FL 34221	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 COVERAGE INSURER A: Westport Insurance Corporation	NAIC# 39845
	INSURER B:	
	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.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/AA/YY)	POLICY EXPIRATION DATE (MM/AA/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMSMADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	WGL114002450204	12/12/2008	12/12/2009	EACH OCCURRENCE: DAMAGE TO BODILY PROPERTIES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10000 PERSONAL & ADJ INJURY \$ 300,000 GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ 600,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				(COMMERCIAL) SINGLE LIMIT (Per accident) \$ PERSONAL INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				ALL OWNED (Per accident) \$ OTHER THAN ALL OWNED AGG \$
	EXCESS/RESUME/REPLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> DIRECTION \$ <input type="checkbox"/> REPLETION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WORKERS COMPENSATION AND EMPLOYERS LIABILITY E.L. EACH ACCIDENT \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is listed as Additional Insured as respects to District Picnic on April 18, 2009.

CERTIFICATE HOLDER City of Palmetto 516 8th Ave West Palmetto, FL 34221	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 EFFECT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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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.

City of Palmetto Parks & Recreation Department 600 17 th Street West Palmetto, Florida 34221	Phone: (941) 721-2138 Fax: (941) 721-2139 E-Mail: pmartin@palmettofl.org
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CITY FACILITY 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 at 910 16th Street West.

Name of Applicant: CARL PATTON		Name of Organization: V.F.W. 2488	
		<input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Not For Profit	
Address: 810 6th ST. W.	City: PALMETTO	Zip Code: 34221	
Phone (daytime): 722-9588	Phone (evening): 920-1178	Phone (cell): 920-1178	E-Mail Address: VFW2488@MYWAY.COM
Contact 1 (if other than applicant):	Phone (daytime):	Phone (evening):	
Contact 2 (if other than applicant):	Phone (daytime):	Phone (evening):	
Anticipated attendance:	Minimum 150	Maximum 300	
Date(s) of Use: 4/18/09	Day(s) of week: SAT.		
Start time (include decorating/setup time): 12:00	End time (include cleanup time): 5:00pm		
Is this a fundraising event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Is an entry fee, ticket or registration fee required? <input checked="" type="checkbox"/> Yes <input 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.	

To further the efforts of the V.F.W. to help ALL VETERANS.

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):

Building/Facilities & Rental Fees

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

Sutton Park

- Pavilion
- Pavilion Per Day
- Ball Field
- Ball Field Per Day
- Pavilion & Ball Field per Day

FEES: \$60.00 First 3 Hours/ \$20.00 each additional hour
 FEES: \$175.00 First Day/\$100.00 each additional day
 FEES: \$30.00 First 3 Hours/ \$ 5.00 each additional hour
 FEES: \$55.00 All Day/\$45.00 each additional day
 FEES: \$200.00 First Day/\$100.00 each additional day

Lamb Park

- Tennis Courts
- Picnic Grounds
- Celebration Center
- Celebration Center

FEES: \$20.00 First 3 Hours/ \$ 5.00 each additional hour
 FEES: \$30.00 First 3 Hours/ \$ 5.00 each additional hour
 FEES: \$90.00 First 3 Hours/ \$20.00 each additional hour
 FEES: \$225.00 All Day/ \$150.00 each additional day

17th Street Park

- Pavilion
- Pavilion

FEES: \$55.00 First 3 Hours/ \$15.00 each additional hour
 FEES: \$150.00 All Day/\$100.00 each additional day

Palmetto Historical Park

Carnegie Library

- Basement Floor Only
- Basement Floor & Grounds
- Chapel \$100.00 Security deposit

FEES: \$130.00 First 3 Hours/ \$40.00 each additional hour
 FEES: \$140.00 First 3 Hours/ \$45.00 each additional hour
 FEES: \$50.00 an hour

Soccer Field

FEES: \$45.00 First 3 Hours/\$15.00 each additional hour

Riverside Park West

Pavilion

FEES: \$60.00 First 3 Hours/\$20.00 each additional hour

Green Bridge Fishing Pier (Tournaments)

FEES: \$150.00 Per day
 FEES: \$200.00 Security deposit

NOTE: A SPECIAL FUNCTION PERMIT AND ADDITIONAL SECURITY DEPOSIT ALSO MAY BE REQUIRED PURSUANT TO CHAPTER 19, 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: \$ 90⁰⁰ Cash or Check # 3433 for Rental Fees \$40⁰⁰ for Deposit(s) \$50⁰⁰
 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: Carl Patton Commander Date: 1/28/09

Please make ALL checks payable to the City of Palmetto

FOR OFFICE USE ONLY

Date Rec'd:	Approved or Denied
Fees Collected:	Receipt #/s:
Palmetto Historical Commission	_____
Palmetto Parks and Recreation Department	_____

**CITY OF PALMETTO
FACILITY RENTAL APPLICATION
APPLICANT ACKNOWLEDGEMENT**

The Applicant, V.F.W. Post 2488, 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 City 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 City of Palmetto ("City"), its 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 City 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 City (premises, landscaping, equipment, furniture) because of occupancy of the City 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 City 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 City of any overages.

By: Carl Patton

Print name: CARL PATTON Commander

Date: 12/9/08

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City Of Palmetto

01/12/09 9:34 AM pmartin

LAMB PARK-VFW 2488

RECEIPT NO:PR000486	AMOUNT
FMSD LAMB PARK-VFW 2488	40.00
LMBP	
FMSD DEPOSIT-VFW 2488	50.00
DPST	

PAYMENT RECEIVED	AMOUNT
CK 3433	90.00
TOTAL	90.00
