

TAB 5

**SPECIAL FUNCTION PERMIT
CHECKLIST**

**EVENT: Manatee Sarasota Fish & game Association
Kids Fishing Tournament**

REASONS FOR SPECIAL FUNCTION PERMIT:

CITY SERVICES: In-kind services per the attached report

**USE OF CITY PROPERTY: Use of the Green Bridge Fishing Pier and Riverside
Park West; City equipment**

**CITY EXPENSES: \$1,606
\$555 (Personnel & City equipment expense to be
paid by applicant)**

WAIVER OF CITY FEES: In-kind services amounting to \$1,051

INSURANCE REQUIRED: Policy attached

**Applicant informed a representative will have to be present at the Commission meeting
when application is presented for approval.**



SPECIAL FUNCTION PERMIT APPLICATION

EVENT NAME: KIDS FISHING Tournament EVENT DATE: May 9 2009
 APPLICANT: MINNAPOTA-SARASOTA FISH & GAME Assoc EVENT TIME: 6am - 2pm
 ADDRESS: 1151- 16th Ave - W. St. 100 Bradenton, FL PHONE: 747-4456
 CONTACT: NICK BROWN / CAROL KIMMELL PHONE: _____

DETAILS OF FUNCTION: LOCATION, PARADE ROUTE, ETC.: We use the Pier yearly as proclaimed by the City of Palmetto for Tournament

CITY SERVICES REQUIRED:

POLICE: Streets Blocked: _____ Traffic Control: _____ Security: _____ Other: _____
 PUBLIC WORKS: Barricades: _____ Clean-up: _____ Set-up: _____ Other: Dumpsters (1) Extra

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: _____
 Proposed location(s): PORT-A-LOTS Spaced throughout on PIER

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 3-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: KID'S FISHING TOURNAMENT

Event Date: May 9, 2009

INDEMNITY

MANATEE SAVASINA FISHER
GAME ASSOCIATION, 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.

Earl W. Baden, Ch.
Permittee

CITY APPROVAL:

Public Works Director	<u>Allen R. Jusing</u>	Date	<u>2-17-09</u>
Planning & Zoning	<u>[Signature]</u>	Date	_____
Risk Management	<u>[Signature] INSURANCE ATTCH</u>	Date	<u>2/17/09</u>
Parks Department	<u>Geoff Seber</u>	Date	<u>2/4/09</u>
Police Department	_____	Date	_____
North River Fire	_____	Date	_____
APPROVED BY COMMISSION:	_____	Date	_____

Internal use only
Date Received: _____

Special Function Permit Application
Page 2

EVENT: KID'S FISHING TOURNAMENT

Event Date: May 9, 2009

MINIMUM SARASOTA FISHER
GAME ASSOCIATION, 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.

INDEMNITY

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

Earl W. Baden, Ch.
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>2/3/09</u>
APPROVED BY COMMISSION: _____	Date _____

Internal use only
Date Received: _____

Special Printing Request Application
Page 2

EVENT: KID'S FISHING TOURNAMENT

Event Date: May 9, 2009

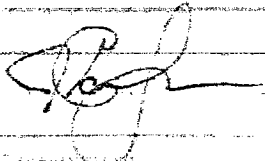
WARRANTY

By signing this application, the undersigned hereby 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 of 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 Participant or those of any of its officers, agents, employees, or volunteers, whether or not such liability or claim is caused in whole or in part, and whether or not the Participant pays for any and all damage to the property of the CITY OF PALMETTO or to the life of such property, loss of income, and persons. CITY OF PALMETTO shall have no responsibility or liability for any property placed on the premises. Participant shall retain all right of litigation against CITY OF PALMETTO. The provisions of this paragraph shall survive any damage or loss caused by the City or Mayor of the CITY OF PALMETTO or any of its agents or employees.

I HAVE READ AND UNDERSTAND THE ABOVE SPECIAL JURISDICTION REQUEST APPLICATION COMPLETELY AND SIGN HEREIN.

Charles W. Braden Sr.
Participant

CITY APPROVAL:

Public Works Director	_____	Date	_____
Planning & Zoning	_____	Date	_____
Risk Management	_____	Date	_____
Public Safety	_____	Date	_____
Police Department		Date	<u>2/3/09</u>
North River Fire	_____	Date	_____
APPROVED BY COMMISSIONER	_____	Date	_____

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JU
MANAFI1

DATE (MM/DD/YYYY)
02/04/09

PRODUCER
Boyd Insurance & Investment Services, Inc.
 717 Manatee Avenue West #300
 Bradenton FL 34205
 Phone: 941-745-8300 Fax: 941-745-2571

INSURED

Manatee-Sarasota Fish And Game
 P.O. Box 9164
 Bradenton FL 34206-9164

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

NAIC #

INSURER A.	Southern Owners Insurance Co..	10190
INSURER B.		
INSURER C.		
INSURER D.		
INSURER E.		

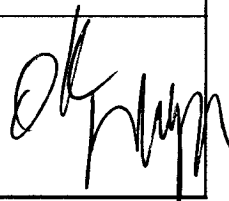
COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	2070129908	10/26/08	10/26/09	EACH OCCURRENCE	\$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
						GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA.ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The certificate Holder is named as additional insured with respects to the General Liability for special event Fish -A-Thon on May 9th, 2009.



CERTIFICATE HOLDER

PAL-600

City of Palmetto
 Attn: Parks
 600 17th Street 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 LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Phillip B. Baker

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.

Special Function Permit/Temporary Use Permit Application

Kids Fishing Tournament
Manatee/Sarasota Fish & Game Association

Saturday, May 9, 2009
6:00 a.m. – 2:00 p.m.

Green Bridge Fishing Pier/Riverside Park West

COSTS associated with fishing tournament at Riverside Park West:

2 employees @ \$30.00/hour (6 hours each)	\$360.00
Port-o-lets (2)	<u>195.00</u>
	555.00

IN-KIND Services (provided last year/requested this year)

4 Parks staff	N/C
Fishing Pier Rental	150.00
Riverside Park West rental (8 hours)	160.00
3 City trucks (6 hours each)	135.00
Gator (6 hours)	45.00
Mad Vac (6 hours @ 25.00)	150.00
Barricades (25 @ 1.00)	25.00
Cones (20 @ .35)	7.00
20 x 20 tent (1)	90.00
10 x 10 tents (5 @ 30.00)	150.00
Tables (10)	80.00
Chairs (40)	34.00
Coolers with ice (4)	N/C
96-gal trash cans (8)	N/C
PA system	<u>25.00</u>
	1,051.00