

TAB 3

**SPECIAL FUNCTION PERMIT
CHECKLIST**

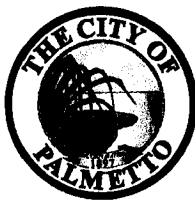
EVENT: July 4th Celebration

REASONS FOR SPECIAL FUNCTION PERMIT:

CITY SERVICES: City personnel and equipment

**USE OF CITY PROPERTY: Riverside Park
Closure of Riverside Dr.
Closure of portion of 9th Avenue
Closure of Green Bridge during fireworks display**

**CITY EXPENSES: 2009 Budget of \$43,550
Estimated revenue of \$66,500**



SPECIAL FUNCTION PERMIT APPLICATION

EVENT NAME: July 4th Celebration
APPLICANT: CITY OF PALMETTO, Parks Dept.
ADDRESS: 910 16th St. W.
CONTACT: Geoff Segen

EVENT DATE: 7/4/2009
EVENT TIME: 11:00 AM - 11:00 PM
PHONE: 721-2138
PHONE: 757-0284

DETAILS OF FUNCTION: LOCATION, PARADE ROUTE, ETC.: RIVERSIDE DR. AND RIVERFRONT PARK WEST.

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: 10-R-6HS # of days: 1
Proposed location(s): RIVERFRONT PARK WEST

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: July 4th Celebration

Event Date: 7/4/2009

INDEMNITY

(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.

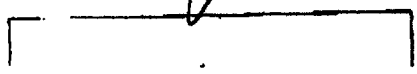
I HAVE READ AND UNDERSTAND THE ABOVE SPECIAL FUNCTION PERMIT APPLICATION CONDITIONS AND INDEMNITY.

Permittee _____

CITY APPROVAL:

Public Works Director [Signature]
Planning & Zoning N/A
Risk Management [Signature]
Parks Department JEFF SEGER (SEE ATTACHMENT)
Police Department _____
North River Fire [Signature]
APPROVED BY COMMISSION: _____

Date 8-31-09
Date _____
Date 3/25/09
Date _____
Date _____
Date 4/3/09
Date _____



Special Function Permit Application
Page 2

EVENT: July 4th Celebration Event Date: 7/4/2009

INDEMNITY

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

Permittee

CITY APPROVAL:

Public Works Director <u>[Signature]</u>	Date <u>8-31-09</u>
Planning & Zoning <u>N/A</u>	Date _____
Risk Management <u>[Signature]</u>	Date <u>8/25/09</u>
Parks Department <u>KEEFF SEGERE (SEE ATTACHMENT)</u>	Date _____
Police Department <u>[Signature]</u>	Date <u>4/2/09</u>
North River Fire _____	Date _____
APPROVED BY COMMISSION: _____	Date _____

Internal use only
Date Received: _____

INTEROFFICE MEMORANDUM

TO: CITY COMMISSION
THROUGH: Allen Tusing, Interim Public Works Director
FROM: Geoff Seger, Deputy Director Parks Department
DATE: March 9, 2009
RE: July 4th Tentative Schedule

Notification will be given to the public two weeks prior to event noting that the Palmetto Boat Ramp and City Parking Lot will be closed from 12:00 midnight July 3rd through 1:00 a.m. July 5th.

Park employees will close roads starting at 6:00 a.m. and monitor. Vendor set up starts at 6:30 a.m., each vendor will be assigned a time frame to be set up and out of the way of the next vendor to insure that the festival starts on time.

Riverside Dr. Parking lot will be closed to the general public and will be utilized to insure that all of the elderly and handicapped citizens have parking and access to the event.

Park employees will close Riverside Drive from 8th Avenue to 10th Avenue; 9th Avenue from Riverside Drive to the entrance to Plaza parking garage; and the City Parking Lot at the corner of 10th Avenue and Riverside Drive.

Event will start at 11:00 a.m. along Riverside Drive and at Riverside Park West.

Adequate parking will be available at Sutton Park and the Fairgrounds with shuttle service to the Festival from 10:00 a.m. – 11:00 p.m.

There will be 12 to 15 food vendors along Riverside Drive to provide refreshments to the public along with craft vendors.

Pepsi products will be sold by the City to help defer festival costs.

Carnival rides and games as well as pony rides will be available. There will also be a car show.

Entertainment – We are looking into a feature act along with local bands and a Karaoke contest.

We will contact Bright House, Bradenton Herald and 106.5 CTQ regarding in kind advertising sponsorships. There will be no need for a VIP reception as we don't think there will be any other sponsorships.

Palmetto Police Department will be on site from 11:00 a.m. until the event is over. Officers will monitor traffic on 8th Avenue to insure safe traffic flow throughout the day. The Green Bridge Fishing Pier will be open to the general public for the first 1000 feet.

This year for the first time we will close the Green Bridge to traffic during the fireworks show at the request of the Fire Chief and the Risk Manager. EMS will be available for emergencies.

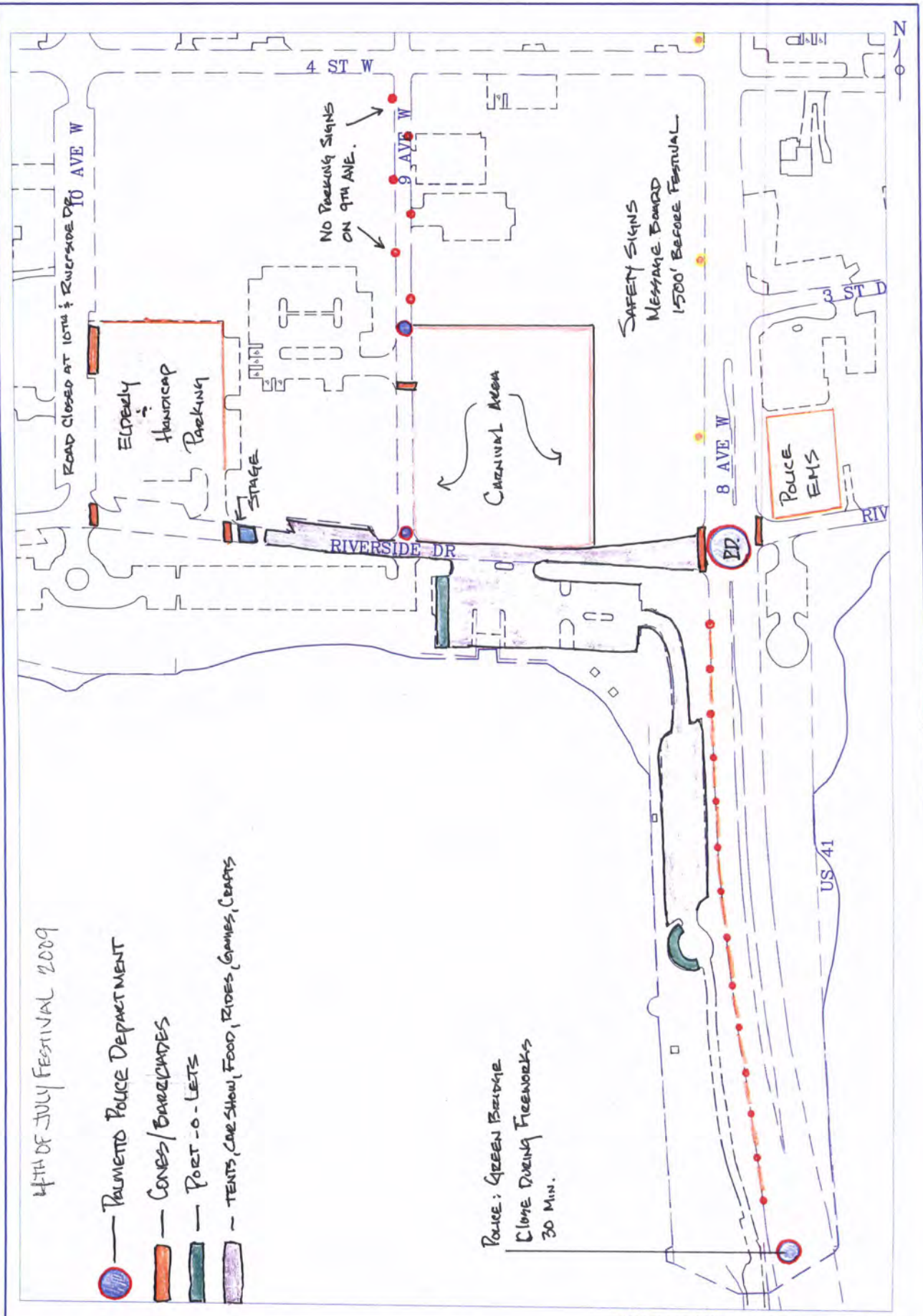
North River Fire Department will have the large ladder truck on 9th Avenue facing north in case of an emergency. They will be able to get out fast. While on site they will have the American Flag flying from the ladder.

CITY OF PALMETTO JULY 4TH 2009 FESTIVAL BUDGET			
	PROPOSED	ACTUAL	COMMENTS
REVENUE			
Parks Dept Budget (fireworks)	\$ 20,000.00		reimbursed by City of Bradenton/Manatee County City's portion
CRA Budget (fireworks)	\$ 10,000.00		
CRA Budget (festival)	\$ 20,000.00		
Parks Dept Budget (festival)	\$ 9,500.00		
Miscellaneous Sponsors			
Vendor Fees	\$ 3,000.00		20 food vendors @ \$150.00/each
Entertainment Vendor Fees	\$ 2,000.00		carnival, vertical jump, rock wall, pony ride
Pepsi Sales (water)	\$ 1,000.00		
Pepsi Sales (soda)	\$ 1,000.00		
TOTAL REVENUE	\$ 66,500.00	\$ -	
EXPENSES			
Fireworks	\$ 30,000.00		
Entertainment			
Stage Rental	\$ 1,500.00		Manatee Civic Center
Sound System			
Portable Toilets	\$ 2,400.00		16 deluxe, 6 handicapped
Tents, Tables & Chairs	\$ 2,500.00		1-30x60/13-10x10/30 tables/400 chairs
Ice	\$ 250.00		60 - 20 lbs. bags
Generators	\$ 600.00		2 generators/1 light tower
Advertising			
Trophies (Car Show)	\$ 300.00		
Staff Overtime	\$ 6,000.00		
TOTAL EXPENSES	\$ 43,550.00	\$ -	
BALANCE	\$ 22,950.00	\$ -	

4TH OF JULY FESTIVAL 2009


- Palmetto Police Department
- CONES / BARRICADES
- PORT-O-LETS
- TENTS, CAR SHOW, FOOD, RIDES, GAMES, CEARTS

Police: Green Bridge
 Close During Fireworks
 30 Min.



This map has been compiled from the most authentic information available and the City of Palmetto does not assume any responsibility for errors or omissions contained hereon.

PROJECT CITY OF PALMETTO		BY		DATE		PRIORITY # 00-park-jul	
SUBJECT TITLE 4TH OF JULY		DRAWN		DATE		CHECKED	
		SCALE		1 : 100		DATE	
		DATE		05-22-08			



CITY OF PALMETTO
 engineering department
 800 1700 South West Palmetto, South 34021 (843) 760-0200 • Fax (843) 760-0200

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

850-040-85
 MAINTENANCE
 03/08

- 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 <i>City of Palmetto</i>		PERSON IN CHARGE <i>Geoff Seger</i>		DATE <i>4-15-09</i>
ADDRESS OF ORGANIZATION <i>600 17th Street West Palmetto FL 34221</i>				TELEPHONE NUMBER <i>(941) 721-2138</i>
TITLE OF EVENT <i>July 4th Festival & Firework Display</i>				
DATE OF EVENT <i>7/4/09</i>	STARTING TIME OF EVENT <i>9:30 pm</i>	DURATION OF EVENT (APPROX.) <i>30 minutes</i>	ACTUAL CLOSING TIME (INCLUDING SETTING UP BARRIERS, ETC.) <i>9:15 pm - 10:15 pm</i>	
PROPOSED ROUTE (INCLUDE STATE ROAD NUMBER, SPECIFIC LOCATION, ETC. - INCLUDE MAPS) <i>Close Green Bridge (SR 45) North & South between Palmetto and Bradenton during the fireworks presentation. Fire works scheduled to begin at 9:30 for 30 minutes.</i>				
DETOUR ROUTE (INCLUDE ALTERNATE ROUTES - INCLUDE MAPS) <i>Detour traffic off of 8th Avenue, Business 41 South (SR 45) east onto 7th Street West to Route 41/301 South (Desoto Bridge) per MPO guidelines for traffic control.</i>				
NAME OF DEPT. RESPONSIBLE FOR TRAFFIC CONTROL, ETC. (CITY POLICE, SHERIFF'S DEPT., FLORIDA HWY. PATROL, ETC.) (INCLUDE PRECINCT NO.) <i>Palmetto Police Department</i>				
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 <i>\$0.00</i>		(\$1,000,000 MINIMUM)		
LENGTH OF COVERAGE _____ DAYS				
FEDERAL AVIATION ADMINISTRATION APPROVAL FOR LOW FLYING FILMING _____				
ADDITIONAL LIABILITY INSURANCE AMOUNT <i>\$0.00</i>		(\$5,000,000 MINIMUM)		
TYPED NAME AND TITLE (INCLUDE BADGE NO IF APPROPRIATE) <i>Garry Louise Police Chief</i>		SIGNATURE OF CHIEF OF LAW ENFORCEMENT AGENCY		DATE SIGNED
TYPED NAME AND TITLE OF CITY/COUNTY OFFICIAL <i>Shirley Groover Bryant, Mayor</i>		SIGNATURE OF CITY/COUNTY OFFICIAL		DATE SIGNED

AUTHORITIES: CHAPTER 14-65, FLORIDA ADMINISTRATIVE CODE; RULES OF THE DEPARTMENT OF TRANSPORTATION - TEMPORARY CLOSING AND SPECIAL USE OF STATE ROADS; SECTIONS 337.408(1), 498.08 AND 316.008, FLORIDA STATUTES.

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: City of Palmetto
Permittee

Place Corporate Seal

Signature and Title

Attested

Department of Transportation Approval: This Request is Hereby Approved











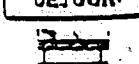

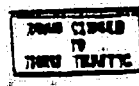
Recommended for approval _____ Title _____ Date _____

Approved by: _____ Date _____
District Secretary or Designee

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

ATTACHMENT "A"

SIGN LEGEND:

1.  1 SIGN ^{DETOUR} Road Closed 1500'
2.  1 SIGN Detour 1000'
3.  1 SIGN Right Lane Closed Ahead
4.  1 SIGN Bridge Closed Ahead
5.  1 SIGN Merge Left
6.  2 SIGNS Detour 500'
7.  1 SIGN Detour Ahead
8.  2 SIGNS Left Detour
9.  2 SIGNS Detour
10.  2 SIGNS Right Detour
11.  2 SIGNS — END DETOUR
12.  1 SIGN TYPE III BYPASS
13.  1 SIGN Road Closed to thru traffic



