

**TAB 6**

POINT PAPER  
RESOLUTION NO. 09-32

Issue:

A budget transfer is necessary to fund the recently approved Severance Agreement and General Release with Tanya Lukowiak.

Background:

As a result of Commission approval of the executed Severance Agreement and General Release with Mrs. Tanya Lukowiak at the July 20, 2009, City Commission Meeting it is necessary to amend the CRA line item budget. Staff determined it was appropriate to disburse funds for the settlement from the Consultant/Contract Services (6905593116) line item. There are sufficient funds in account 6905598212 Community Renovation to accommodate the proposed budget transfer.

Recommendation

Staff recommends Commission approve the budget transfer of \$147,480 from account 6905598212 Community Renovation Programs to 6905593116 Consultant/Contract Services.

**RESOLUTION NO. 09-32**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALMETTO, FLORIDA, AMENDING RESOLUTION NO. 08-32, WHICH RESOLUTION ADOPTED THE BUDGET FOR FISCAL YEAR 2008-2009, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, from time to time it is necessary to increase or decrease revenues and expenditures in certain accounts, and;

**WHEREAS**, it is necessary to provide budgetary authorization for the expenditure of these funds;

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF PALMETTO, FLORIDA:**

**Section 1:** That Expense Account 690 559 3116, Consultant, for the fiscal year ending September 30, 2009 is increased by One Hundred Forty Seven Thousand Four Hundred and Eighty dollars (\$147,480) to move budget for the CRA Director settlement.

**Section 2:** That Expense Account 690 559 8212, Community Renovation Programs for the fiscal year ending September 30, 2009 is decreased by One Hundred Forty Seven Thousand Four Hundred and Eighty dollars (\$147,480) to move budget for the CRA Director settlement.

**Section 3:** This Resolution shall become effective immediately upon its passage.

**Section 4:** All Resolutions and parts of Resolutions in conflict herewith are repealed.

**PASSED AND DULY ADOPTED**, in regular session, by the City Commission of the City of Palmetto, with a quorum present and voting, this 17th day of August, 2009.

CITY OF PALMETTO, FLORIDA  
BY AND THROUGH THE CITY  
COMMISSION OF THE CITY OF  
PALMETTO

By: \_\_\_\_\_  
SHIRLEY GROOVER BRYANT,  
MAYOR

ATTEST: JAMES R. FREEMAN

By: \_\_\_\_\_  
City Clerk



**SPECIAL FUNCTION PERMIT APPLICATION**

EVENT NAME: Labor Day Church Services & Picnic  
APPLICANT: FIRST BAPTIST CHURCH PALMETTO  
ADDRESS: 1020 4<sup>th</sup> St W Palmetto 34221  
CONTACT: Allen Smith

EVENT DATE: Sept. 6, 2009  
EVENT TIME: 10 AM  
PHONE: 941-722-7795  
PHONE: \_\_\_\_\_

DETAILS OF FUNCTION: LOCATION, PARADE ROUTE, ETC.: Sunday morning  
Worship Service & Church-wide Picnic

ANTICIPATED ATTENDANCE: 350

**CITY SERVICES REQUIRED:**

POLICE: Streets Blocked: X Traffic Control: \_\_\_\_\_ Security: \_\_\_\_\_ Other: \_\_\_\_\_  
PUBLIC WORKS: Barricades: Y Clean-up: \_\_\_\_\_ Set-up: \_\_\_\_\_ Other: \_\_\_\_\_

6<sup>th</sup> St - from 10<sup>th</sup> to 11<sup>th</sup> Avenue

*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:** Insurance naming the City of Palmetto as an "Additional Insured" must be provided to the City Clerk ten (10) days prior to any event that is part of the Special Function Permit. 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: Labor Day Church Service & Picnic

Event Date: Sept. 6, 2009

**HOLD HARMLESS AGREEMENT**

The First Baptist Church of Palmetto agrees to indemnify and hold harmless the City of Palmetto  
(Name of Organization/Person)

from any and all liability, defense costs, including other fees, loss or damage the City of Palmetto may suffer as a result of claims, demands, costs, or judgments against it arising from  
FBC Palmetto's activities as indicated in the Special Function Application form.  
(Name of Organization/Person)

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 8/12/09

APPROVED BY COMMISSION: [Signature] \_\_\_\_\_

Date 8/12/09

Internal use only  
Date Received: \_\_\_\_\_

City of Palmetto Parks & Recreation Department 600 17 <sup>th</sup> Street West Palmetto, Florida 34221	Phone: (941) 721-2138 Fax: (941) 721-2139 E-Mail: <a href="mailto:pmartin@palmettofl.org">pmartin@palmettofl.org</a>
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**CITY FACILITY RENTAL AGREEMENT**

Please complete this Agreement with as much detail as possible. Return completed Agreement with ALL appropriate rental fees via mail to the address above or in person at 910 16<sup>th</sup> Street West.

Name of Applicant: <b>Allen Smith</b>		Name of Organization <b>FIRST BAPTIST CHURCH of Palmetto, Inc.</b> <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Not For Profit	
Address: <b>1020 4<sup>th</sup> St W</b>	City: <b>Palmetto</b>	Zip Code: <b>34221</b>	
Phone (daytime): <b>941-722-7795</b>	Phone (evening):	Phone (cell): <b>941-812-6362</b>	E-Mail Address: <b>fbc@fbcpalmetto.com</b>
Contact 1 (if other than applicant): <b>Terry Wells</b>	Phone (daytime): <b>941-722-7795</b>	Phone (evening): <b>941-737-8684</b>	
Contact 2 (if other than applicant):	Phone (daytime):	Phone (evening):	
Anticipated attendance:	Minimum <b>250</b>	Maximum <b>350</b>	
Date(s) of Use: <b>Sept. 6, 2009</b>	Day(s) of week: <b>Sunday</b>		
Start time (include decorating/ setup time): <b>9:00 AM</b>	End time (include cleanup time): <b>2:00 PM</b>		
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):

**Building/ Facilities & Rental Fees**

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

**Sutton Park**

- |   |  |
|---|--|
| <input type="checkbox"/> Pavilion                                 | FEE: \$65.00 First 3 Hours/ \$20.00 each additional hour |
| <input type="checkbox"/> Pavilion Per Day                         | FEE: \$175.00 First Day/ \$100.00 each additional day    |
| <input type="checkbox"/> Ball Field                               | FEE: \$30.00 First 3 Hours/ \$ 5.00 each additional hour |
| <input type="checkbox"/> Ball Field Per Day                       | FEE: \$55.00 All Day/ \$45.00 each additional day        |
| <input checked="" type="checkbox"/> Pavilion & Ball Field per Day | FEE: \$200.00 First Day/ \$100.00 each additional day    |

**Lamb Park**

- |   |  |
|---|--|
| <input type="checkbox"/> Tennis Courts      | FEE: \$20.00 First 3 Hours/ \$ 5.00 each additional hour |
| <input type="checkbox"/> Picnic Grounds     | FEE: \$30.00 First 3 Hours/ \$ 5.00 each additional hour |
| <input type="checkbox"/> Celebration Center | FEE: \$90.00 First 3 Hours/ \$20.00 each additional hour |
| <input type="checkbox"/> Celebration Center | FEE: \$225.00 All Day/ \$150.00 each additional day      |

**17<sup>th</sup> Street Park**

- |                                   |  |
|-----------------------------------|--|
| <input type="checkbox"/> Pavilion | FEE: \$55.00 First 3 Hours/ \$15.00 each additional hour |
| <input type="checkbox"/> Pavilion | FEE: \$150.00 All Day/ \$100.00 each additional day      |

**Palmetto Historical Park**

**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
- 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, CERTIFICATE OF INSURANCE NAMING THE CITY OF PALMETTO AS ADDITIONAL INSURED 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: \$250.  Cash or Check # \_\_\_\_\_ for Rental Fees 200 for Deposit(s) \$50.  
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: [Signature] Date: Aug. 14, 2009

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 AGREEMENT**

**APPLICANT ACKNOWLEDGEMENT**

The Applicant, First Baptist Church of Palmetto, 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 from any and all liability, defense costs, including other fees, loss or damage the City of Palmetto may suffer as a result of claims, demands, costs, or judgments against it arising from applicant's activities listed in this City Facility Agreement.

The undersigned applicant certifies that he or she accepts responsibility on behalf of his/her organization / group and its 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 or 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: \_\_\_\_\_

Print name: Allen Smith

Date: August 14, 2009



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/14/2009

PRODUCER (813) 708-0001  
The Harless Agency, Inc.  
2004 W. Thonotosassa Rd, # 102

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.

Plant City FL 33563-

INSURERS AFFORDING COVERAGE NAIC #

INSURED  
FIRST BAPTIST CHURCH OF PALMETTO, INC.  
1020 4TH STREET WEST.

INSURER A: GUIDEONE INSURANCE  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

PALMETTO FL 34221-

## 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 INSRER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A X	GENERAL LIABILITY	1266-614	10/01/2008	10/01/2009	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		/ /	/ /	MED EXP (Any one person)	\$ 10,000
			/ /	/ /	PERSONAL & ADV INJURY	\$ 1,000,000
			/ /	/ /	GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		/ /	/ /	PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		/ /	/ /	P.L.	
	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		/ /	/ /	AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	OTHER THAN AUTO ONLY: EA ACC	\$
			/ /	/ /	AUTO ONLY: AGG	\$
	GARAGE LIABILITY		/ /	/ /	EACH OCCURRENCE	\$
	<input type="checkbox"/> ANY AUTO		/ /	/ /	AGGREGATE	\$
			/ /	/ /		\$
	EXCESS/UMBRELLA LIABILITY		/ /	/ /		\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE		/ /	/ /		\$
			/ /	/ /		\$
	DEDUCTIBLE		/ /	/ /		\$
	RETENTION \$		/ /	/ /		\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	WKS STATUTORY LIMITS	OUT-OF-STATE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		/ /	/ /	E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	E.L. DISEASE - EA EMPLOYEE	\$
	OTHER		/ /	/ /	E.L. DISEASE - POLICY LIMIT	\$
			/ /	/ /		\$
			/ /	/ /		\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS TO A LABOR DAY PICNIC AT CHURCH ON SEPTEMBER 6, 2009 FROM 9:00AM TO 2:00PM (INSURED WILL BE CLOSING 6TH STREET BETWEEN 10TH AND 11TH AVENUES).

CERTIFICATE HOLDER  
( ) - ( ) -  
CITY OF PALMETTO  
516 18TH AVENUE 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  
*Catalina M. Rios*

## **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.