



# EVENT PERMIT

Ordinance 17-08



## LAPOINT / MORRISON WEDDING CEREMONY

**PERMIT NUMBER:** TMP2021-00097

**Date(s) of Event:** DECEMBER 11, 2021 FROM 2:30PM UNTIL 6:30PM

**Property Owner:** LEE COUNTY

**Applicant:** KATHY LAPOINT  
781-710-6457

**Description:** WEDDING CEREMONY ON BANYAN STREET ON DECEMBER 11, 2021 FROM 2:30PM UNTIL 6:30PM

**Location of event:** 131 1ST ST W, BOCA GRANDE, FL 33921  
**BANYAN STREET**

Will the event be attended by 1000 or more people ? No

Will the event be held on County Owned Property ? Yes

Will there be alcohol consumed or sold at the event ? No

Will a bond be posted for this event ? No

### Permit Conditions:

- \* Applicant must meet all event application requirements, including requirements of the sign-off agencies.
- \* The premises is to be left in the same condition as it was prior to the event.
- \* The permit is to be readily available for inspection during the entire event.
- \* If this approval includes the sale or consumption of alcoholic beverages, no alcoholic beverages may be consumed 1 1/2 hours prior to the conclusion of the event and vacating the facility/property.

Board of County Commissioners  
Lee County, Florida

  
County Manager

Date

5/24/2021



**Lee County**  
*Southwest Florida*

## Event Application

Special Event

Use of  
County  
Property

Alcohol  
within Lee  
County  
Facilities

Film, Video  
&  
Photography

LaPoint / Morrison

Banyan Street Wedding - December 11, 2021

TMP 2021-00097

**Lee County Event Permit Application****Event Application**

Check the appropriate box(es) below:

- ☐ SPECIAL EVENT PERMIT  
☒ USE OF COUNTY PROPERTY PERMIT  
☐ PERMIT TO SELL AND CONSUME ALCHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES  
☐ FILM PERMIT

Section I - GENERAL INFORMATION (All Permit Types)	
Title of Event / Name of Production	Wedding
Date(s) of Event / Production:	December 11, 2021
Location(s) of Event:	Banyan Street
Name of Applicant:	Kathy LaPoint
Applicant Address:	161 1st Street East Boca Grande, FL 33921
Applicant Phone Number:	781-710-6457
Contact Person: (If different from applicant)	Nicole Kaney - NK Productions - Wedding Planner
Contact Phone Number: (If different from applicant)	941-362-1088
Email Address:	lapoint@comcast.net
Estimated Attendance:	185
Event Description: Include each activity, when activities take place, etc.	Detail officers Close street at 2:30PM Set-Up at 3:00PM Wedding at 4:30PM Clean-Up at 5:30 - 6:00PM Detail Officer stays until 6:30
Hours of Operation:	2:30 - 6:30 - Detail Officers
STRAP # of Parcel:	14432001000050010
Owner of Premises*:	Lee County

\*Notarized statement from the property owner specifically consenting to the proposed use required.

## Lee County Event Permit Application



What is the Zoning Classification of the premises? DOT Right of Way

Are any temporary structures to be installed for the event? ☐ Yes ☒ No Type: \_\_\_\_\_

Do you have the appropriate permits for the temporary structures? ☐ Yes ☐ No

\* For a 'Special Event' and 'Use of County Property' permit, submit a site plan with all proposed facilities and activities identified, including all parking areas.

Insurance Company Insuring the Event: East Main Street Insurance Company

Note: Certificate of Insurance must be submitted at time of application

Surety Company Bonding this Event (Name and Address): N/A

Will Vehicles be Used as Part of This Event?

☐ Yes ☒ No

If yes, automobile coverage must be included on the certificate of insurance.

Will Food be Available at this Event?

☐ Yes ☒ No

If yes, products liability coverage must be included on the certificate of insurance.

Will Alcoholic Beverages be served/consumed at this Event?

☐ Yes ☒ No

If yes, liquor liability coverage must be included on the certificate of insurance.

Name & Address of Organization Providing Food: \_\_\_\_\_

Type of Food being Served: \_\_\_\_\_

### Section II - USE OF COUNTY PROPERTY PERMIT

Organization Sponsoring the Event: \_\_\_\_\_

*Fill out this portion for applications for Solicitation in the County Rights-of-Way:*

Name of Charity: \_\_\_\_\_

Address of Charity: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Non-profit certificate/registration number: \_\_\_\_\_

(Proof of registration with the Dept. of Agriculture & Consumer Services \$496.405 or proof the organization is exempt from this requirement. §316.2045)

### Section III - SALE/CONSUMPTION OF ALCHOLIC BEVERAGES PERMIT

Is alcohol being sold/consumed on County Property?

Yes No

☐ ☒

If Yes, then a "Lee County Alcohol Permit" is required. Only non-profit organizations can sell alcohol on County Property.

Non-profit certificate/registration number: \_\_\_\_\_

(Required if alcohol is to be **SOLD** at the event)

Please note: A permit from the State of Florida Division of Alcoholic Beverages and Tobacco may also be required; please call (239) 344-0885 for further details

## Lee County Event Permit Application



Type of Production (choose all that apply):

<input type="checkbox"/> TV Movie or Special	<input type="checkbox"/> TV Series / Pilot	<input type="checkbox"/> TV Commercial	<input type="checkbox"/> Still Photos
<input type="checkbox"/> Public Service Announcement	<input type="checkbox"/> Industrial / Documentary	<input type="checkbox"/> Other: _____	

Will any of the following be needed or included\*?

Street Closure	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Traffic / Crowd Control	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fire or Burning	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Explosives or Pyrotechnics	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Animals, Large or Small	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Construction of Any Kind	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Large and/or Numerous Vehicles	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Helicopters, Boats, etc.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Stunts	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Other	<input type="checkbox"/> Yes	<input type="checkbox"/> No

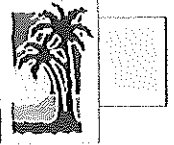
\* For any marked Yes, provide further details below:

Special Parking Requirements:

City or County Services Required: (Personnel, equipment, facilities, etc.)

The following information is required for local and state records on production in Florida to track the economic impact of the industry. If exact figures are not available, please estimate as closely as possible.

Number in Cast: _____	Number in Crew: _____	Number of locals hired: _____
Total budget: _____	Estimate amount spent in Lee County: _____	
Hotel room nights: _____ <small>number of rooms x number of nights</small>	Number of shooting days: _____	



### **SECTION I - SAFETY**

The Applicant agrees to provide adequate traffic and crowd control, emergency medical services and any other items, at the Applicant's expense, required by Lee County to protect the health, safety and welfare of the public. Lee County shall have the power to review the proposal and require, as necessary, detailed plans, diagrams, and explanations to clearly outline to Lee County, exactly what the Applicant is proposing.

### **SECTION II - INSURANCE**

The Applicant, at its sole expense, agrees to procure and maintain in force during the entire term of the application, liability insurance in the amounts determined by Lee County Risk Management to protect against damages or other claims arising from use of County property by the applicant or its guests. Other limits may also be established by Lee County Risk Management for events which will be serving or consuming alcoholic beverages at approved County property. The insurance policy must also include coverage for Applicant's contingent liability on damages, claims or losses. "Lee County Board of County Commissioners" must be named as "additional insured" on the Certificate of Insurance, and the Certificate must be delivered to Lee County prior to Applicant's use of the property. The Insurance may not be canceled during the term of the event, if this occurs, the County has the right to revoke approvals related to use of the County property for the event, without recourse by the applicant.

### **SECTION III - INDEMNIFICATION**

The Applicant agrees to indemnify, release and save harmless Lee County against any and all claims, costs, demands, damages, judgments or injuries of any nature arising from the conduct or management of, or from any work or thing whatsoever done in or about said Lee County property or any building or structure appurtenant thereto or equipment thereof during the term of this Permit, or arising during such term from any act of negligence of the Applicant, Applicant's agents, contractors, or employees, or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to any property of any person, persons, corporation or corporations, occurring during the term of this agreement on, in, or about said Lee County property, and from and against all costs, attorney's fees, expenses and liabilities occurring in connection with any such claim or any action or proceeding brought thereon.

For film permit applicants: The permittee shall have on-site a responsible representative empowered with authority over the filming director, filming crews, participants and filming operation. Permittee shall indemnify, defend and hold harmless the county, its officers, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising out of or occurring during the activities of the permittee, and resulting or occurring from any negligent act, omission or error of permittee, resulting in or relating to injuries to body, life, limb or property sustained in, about or upon the permitted premises or improvement thereto, or arising from the use of the premises.

### **SECTION IV - DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES**

The Applicant agrees to accept the County property on possession as being in a satisfactory state of repair and in sanitary condition.

The Applicant must surrender the premises to Lee County in the same condition as when Applicant takes possession, allowing for reasonable use and wear, and damage by acts of God. Applicant agrees to remove all business signs or symbols placed on the premises by the Applicant before redelivery of the premises to Lee County, and restore the premises to the condition in which it existed before their placement. Any signs and markings created or used in connection with this event must be temporary and removable; painting roadways, trees or any other fixed object is strictly prohibited. Applicant agrees to clear the Lee County property of litter at the close of the event.

## Lee County Event Permit Application



### SECTION V - AGREEMENT

The Applicant agrees that Lee County can, at its sole discretion, terminate and cancel its permit to use Lee County property at any time without prejudice. Applicant further agrees to waive, release, save and hold harmless Lee County from any and all claims, demands or cause of actions based upon Lee County's cancellation or termination of said permit.

The Applicant agrees that the Lee County permit does not provide Applicant with any property rights in the County property in question or in the permit itself.

The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge.

Kathy Holoint  
Signature of Applicant

[Signature]  
Witness

Kathy Holoint  
Print Name of Applicant and Title

Joseph R. Uzel  
Print Name of Witness

4/13/21  
Date

4/13/21  
Date



# Lee County Event Permit Application



## FIRE DEPARTMENT

The Fire Department serving the area where the event is to be held signs this form.  
Please see User's Guide for contact information and Fire District Map.

Check the appropriate box(es) below:

- ☐ SPECIAL EVENT PERMIT  
☒ USE OF COUNTY PROPERTY PERMIT  
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Fire Guards (How Many?)

2 fire guards @ 4 hours each

Fee for Services:

\$60.00 /hour per guard. Total \$480.00

Contact Nancy at BGFD to make arrangements for payment.

Flammable Vegetation:

Or mail payment to: Boca Grande Fire Dept, PO Box 532,  
Boca Grande, FL 33921

First Aid Equipment:

Fire Extinguishing:

Special Arrangements:

Due to the number of guests and chairs, the Permit holder must hire fire guards to be present on Banyan St in case of emergency. In the event that access is needed on Banyan St, fire guards will stop the ceremony and co-ordinate removal of guests/items/etc. placed on Banyan St. Permit holder must have a team available, on site, to facilitate the immediate removal of all items/guests. Any damage to BGFD vehicles while making access to emergency will be the responsibility of the permit holder.

In case of Emergency DIAL 911

Print Name: C.W. Blosser

Signature:

Title:

Fire Chief

Date:

04/22/2021



Lee County Event Permit Application



LEE COUNTY SHERIFF'S DEPARTMENT  
14750 SIX MILE CYPRESS PARKWAY  
FORT MYERS, FLORIDA 33912  
(239) 477-1199

Check the appropriate box(es) below:

- ☐ SPECIAL EVENT PERMIT  
☒ USE OF COUNTY PROPERTY PERMIT  
☐ PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES  
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Parking:	Parking in authorized parking areas only.
Deputies (How Many?):	Two deputies for road closure, traffic control and security on Banyan Street between Park Ave and Gilchrist while wedding takes place.
Fee for Services:	Traffic detail is \$58/hr per deputy with a four hour minimum.
Special Arrangements:	Each end of Banyan Street must be blocked in order to provide safety and security to participants. All chairs, tables and other items used for the event must be removed from the roadway as soon as possible in order to reopen Banyan Street.

Print Name: Lt. S. Brady  
Signature: *Lt. Steven J. Brady*  
Title: Special Events, Permits and Details  
Date: 4-27-21

***Carmine Marceno***

**Sheriff**



**State of Florida**

**County of Lee**

***"Proud to Serve"***

Dear Valued Vendor,

We are sending this letter as notification that as of January 10, 2019, we will be raising our detail rates by \$8.00 an hour per deputy. Although we review our detail rates annually, we have not had a rate increase since October 2006 and felt that it was an appropriate time to do so. Our rate schedule as of January 10, 2019 will be:

Security rate \$48.00/hr

Supervisor rate \$58.00/hr

Funeral escort rate \$48.00/hr

Boat rate \$48.00/hr

Traffic rate \$58.00/hr

Traffic Supervisor \$68.00/hr

Holiday/Last Minute rate \$68.00/hr

Civil Stand-by rate \$68.00/hr

Community Service Aid (CSA) \$38.00/hr

CSA Holiday rate \$48.00/hr

All vehicle fees and boat fees will remain the same as they have been. We will still have a four hour minimum on all of our details as well.

Along with this notification you will find the amended detail paperwork for 2019. Please read everything that is enclosed, sign it in the designated areas and return it via email to [details@sheriffleefl.org](mailto:details@sheriffleefl.org) or mail it to:

Lee County Sheriff's Office

Attn: Details Unit

14750 Six Mile Cypress Pkwy

Fort Myers, FL 33912

If information on the paperwork needs to be corrected please contact the Details Unit at 239-477-1199. Corrections will be made and a new packet will be sent to you immediately.



***"The Lee County Sheriff's Office is an Equal Opportunity Employer"***  
**14750 Six Mile Cypress Parkway • Fort Myers, Florida 33912-4406 • (239) 477-1000**

## **AGREEMENT FOR EXTRA-DUTY DETAIL SERVICES**

This Agreement for **Extra-Duty Detail Services** ("The Agreement" or "Agreement"), effective upon the date of LCSO's signature, is made by and between Sheriff Carmine Marceno, in his official capacity as Sheriff in and for Lee County, Florida and the Lee County Sheriff's Office (hereinafter "LCSO"), and LaPoint-Morrison Wedding, (hereinafter "Entity"), and collectively as "the parties", hereby agree as follows:

### **WITNESSETH:**

**WHEREAS**, Entity plans to engage in an event as set forth, and at a location set forth, in Exhibit A and desires, as a security measure, a law enforcement presence at said event; and

**WHEREAS**, the LCSO is willing to provide law enforcement personnel, acting in an extra-duty detail capacity, to provide services described herein and set forth in Exhibit A while wearing LCSO uniforms, utilizing LCSO vehicles, and other LCSO property; and

**WHEREAS**, Exhibit A attached hereto is a material part of the Agreement and is incorporated and merged as if fully set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations undertaken by the parties as contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. **Authority.**

The Entity expressly represents it or they are legally authorized to bind the Entity. The Entity fully comprehends and acknowledges the LCSO is acting in reliance on this, as well as other representations the Entity has made to members of the LCSO. The Entity further expressly represents that it or they has/have acquired all necessary applicable permits to engage in the event for which they are requesting LCSO law enforcement personnel as set forth in **Exhibit A**.

2. **Description and Schedule of Event.**

The description of the event, including the time, place, and duration, are set forth in Exhibit A, which is attached hereto and incorporated as if fully set forth herein.

3. **Term of Agreement.**

The term of this Agreement shall begin on the first day of the event and terminate on the last day of the event as set forth in Exhibit A.

4. **Assessment of Security Needs and Authority Retained by LCSO.**

The Entity understands and consents to the LCSO conducting an assessment of the security needs of the Entity for the event location set forth in Exhibit A. The Entity understands the assessment of the referenced security needs by the LCSO is conducted by the LCSO, at their sole and absolute discretion, to allow LCSO to determine the minimum number of extra-duty detail law enforcement personnel adequate for the event. The Entity acknowledges the assessment of security needs by LCSO as set out herein does not constitute a representation, promise, guarantee or warranty by LCSO that LCSO will be able to supply the minimum number of off-duty or extra-duty detail law enforcement personnel which LCSO determines are required.

The Entity understands the extra duty detail services provided to the Entity are intended to offer an immediate presence of uniformed, sworn law enforcement personnel and to, by their presence alone, serve to potentially deter unruly or unlawful behavior. The Entity fully understands and accepts that by LCSO providing extra duty detail services pursuant to this Agreement LCSO is not assuming any duties of protection or care to any persons who may or may not be present at the location of the event as set forth in Exhibit A. The Entity acknowledges the extra-duty detail services provided by LCSO are merely to serve as a supplement to other measures and/or care provided or taken by the Entity and the Entity specifically DOES NOT expect or rely on LCSO to exclusively assume any duties of care.

5. **Scheduling and Command.**

The primary duties and essential functions of law enforcement personnel providing extra-duty detail services shall be as assigned by LCSO command.

The selection and scheduling of the law enforcement personnel providing extra-duty detail services shall be in accordance with the practices and policies of LCSO.

6. **Termination of Agreement.**

As set forth in Exhibit A.

7. **Compensation.**

As set forth in Exhibit A.

8. **Independent Relationships.**

The parties to this Agreement are solely independent of each other and are contracting with each other for the sole purpose of the obligations set forth in the Agreement. Nothing in this Agreement shall create a partnership, joint venture, agency, or employer/employee relationship. Neither party may make, or undertake, any commitments or obligations on behalf of the other.

9. **Waiver of Terms and Conditions.**

The failure of LCSO to insist on any one or more instances of performance of any of the terms and conditions of this Agreement or to exercise any right or privilege contained in this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be considered as having waived any such terms, conditions, rights or privileges of the Agreement, and the same shall continue and remain in force and effect.

10. **Severability.**

It is the intention of the parties that this Agreement is in compliance with all relevant state and federal statutes, regulations, and governmental agency guidelines governing the relationship between the parties at the time of execution. If any provision of this Agreement is subsequently rendered invalid or unenforceable by any local, state or federal statute or regulation, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

11. **Third Party Beneficiaries.**

This Agreement is intended solely for the benefit of the parties hereto and shall not, directly or by implication, create any rights, claims, obligations, or duties to any third party not a signatory to this Agreement.

12. **Assignment.**

This Agreement shall not be assigned in whole or in part by either party without the express prior written consent of the other party.

13. **Binding Effect.**

This Agreement shall be binding upon the parties hereto and shall inure to the benefit of the Entity or the LCSO, as applicable.

14. **Governing Law.**

This Agreement shall be controlled, interpreted, construed, and enforced in accordance with the laws of the State of Florida without regard to conflict of laws. The exclusive venue for any dispute arising out of this Agreement shall be in a court of competent jurisdiction in Lee County, Florida.

15. **Titles or Captions.**

The paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, modify, amplify, or describe the scope of this Agreement or the intent of any provision hereof.

16. **Draftsmanship.**

Any conflict in the terms of this Agreement shall be construed in favor of LCSO.

**17. Amendments.**

This Agreement may only be modified or amended by the mutual written agreement of the parties. Any such modification or amendment shall be signed by each party and shall be attached to and become a part of this Agreement.

**18. Indemnification.**

The Entity agrees to indemnify and hold harmless LCSO, and its employees, volunteers, and agents for and from any and all claims (direct or derivative), damages, costs, expenses, demands of whatsoever kind or nature, and causes of action, arising from or related to the Entity's performance, nonperformance, action(s), omission(s), or failure to act related to any duty or obligation imposed upon LCSO pursuant to the Agreement. This indemnification obligation shall not be subject to any limitation as to the amount or type of recovery sought, or, on the amount or type of insurance coverage secured by the Entity. Further, the Entity shall require all their insurance carriers, with respect to all insurance policies to which they are a party, to waive all rights of subrogation against LCSO incidental to the extra-duty detail service described herein.

**19. Sovereign Immunity.**

Nothing herein contained in this Agreement is intended, nor shall be construed, to waive any of the limitations of liability and other defenses provided by sovereign immunity and the strict financial limitations set forth in Florida Statute 768.28.

**20. Extra-Duty Detail Indemnification.**

Nothing contained in this Agreement shall in any way limit or impeded application of the indemnification language in Florida Statute 30.2905.

**21. Recitals/Entire Agreement.**

The recitals above are incorporated herein as if fully restated. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof.

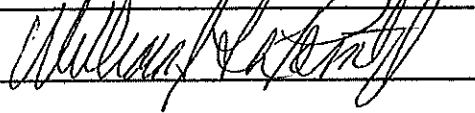
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

ENTITY

CARMINE MARCENO, SHERIFF O/BO/  
THE LEE COUNTY SHERIFF'S  
OFFICE

LaPoint-Morrison Wedding

161 1st Street East Boca Grande FL 33921

By: 

Print Name: William J. LaPointe Jr

Date: 5/3/21

By: \_\_\_\_\_  
Sheriff/Designee

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



# Detail Request Form - continued

<b>LCSO Details Main Phone Number: 239-477-1199</b>		
<b>Vendor Information</b>		
Business Name: <u>LaPoint-Morrison Wedding</u>		
Street: <u>161 1st St East</u>		
City: <u>Boca Grande</u>	State: <u>FL</u>	Zip Code: <u>33921</u>
Business Contact: <u>Nicole Kaney Wedding planner</u>		Phone: <u>941-362-1088</u>
Email Address: <u>nicole@nkproductions.net</u>		
<b>Event Information</b>		
Detail Location: <u>Banyan Street Between Park and Gilchrist</u>		
Street: _____		
City: <u>Boca Grande</u>	State: <u>FL</u>	Zip Code: _____
Contact During Event: <u>Nicole Kaney</u>		Phone: <u>941-362-1088</u>
Event Date: <u>12/11/21</u>	Event Time: <u>230p-630p</u>	
Anticipated Crowd Size : <u>185</u>	Type of Event: <u>Wedding</u>	
Additional Security Working Detail: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, how many? _____		
Permits Attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Alcohol Served: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Detail Information</b>		
Security <input type="checkbox"/>	Traffic <input checked="" type="checkbox"/>	Prisoner Transport <input type="checkbox"/>
Escort <input type="checkbox"/>	Holiday <input type="checkbox"/>	Funeral Escort <input type="checkbox"/>
Last Minute <input type="checkbox"/>	Stand-by <input type="checkbox"/>	
Marked Vehicle <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Unmarked Vehicle <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Uniformed Deputy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Plain Clothes Deputy <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Detail Description: Two deputies for road closure, traffic control and security on Banyan Street between Park Ave and Gilchrist while wedding takes place. Each end of Banyan Street must be blocked in order to provide safety and security to the participants. All chairs, tables and other items used for the event must be removed from the roadway as soon as possible to reopen Banyan Street. Payment is due one month before the event in the form of a cashiers check, money order or cash. Please do not send payment now. If for any reason the wedding is canceled, the Sheriff's Office needs to be notified to take the event off of our schedule. Estimated total for detail \$464.		



*"The Lee County Sheriff's Office is an Equal Opportunity Employer"*  
**14750 Six Mile Cypress Parkway • Fort Myers, Florida 33912-4406 • (239) 477-1000**

**Carmine Marceno**  
**Sheriff**



**State of Florida**  
**County of Lee**

**"Proud to Serve"**

**Exhibit A**  
**Detail Request Form**

Please fill out the Extra Duty Request form attached to this document completely. All details are a minimum of four (4) hours with the exception of boat details which are a minimum of six (6) hours and a half hour drive time to and from the detail location. When five (5) or more deputies are assigned to an event, a supervisor with the rank of Sergeant or above will be assigned at an upgraded hourly charge. Depending on the type of event or crowd size, it will be at the discretion of the Sheriff's Office to determine the number of deputies needed.

**The current detail rates are:**

<b>Security</b>	<b>\$48/hr</b>	<b>Traffic</b>	<b>\$58/hr</b>
<b>Funeral Escort</b>	<b>\$48/hr</b>	<b>Security Supervisor</b>	<b>\$58/hr</b>
<b>Escort</b>	<b>\$48/hr</b>	<b>Traffic Supervisor</b>	<b>\$68/hr</b>
<b>Boat</b>	<b>\$48/hr</b>	<b>Civil Stand-by</b>	<b>\$68/hr</b>
<b>Holiday/Last Minute</b>	<b>\$68/hr</b>	<b>Prisoner Transport</b>	<b>\$68/hr</b>

*Details are charged a \$15 per deputy vehicle rate (when applicable).*  
*All boat details are charged a \$20 per hour boat rate (when applicable).*

Extra Duty Details will not be provided to any person, firm or organization whose members, business or operations are of questionable nature; or for any event that will discredit the assigned Deputy, Sheriff's Office or County. The Sheriff's Office reserves the right to cancel the detail without notice and to recall the deputy(s) when necessary for community safety without penalty.

The Lee County Sheriff's Office will be the only armed personnel at any event where the detail is taking place. Any private security company that is hired to work alongside the Sheriff's Office will be a reputable, licensed and insured company whose employees are State D licensed unarmed security guards. Proof of the signed contract with private security company will be required.

In order to cancel a detail, notice must be given to the Detail Coordinator twenty-four (24) hours prior to the start of the detail either by phone or email. If the cancellation is less than twenty-four (24) hours, a four (4) hour charge per deputy will be billed. In the case of weather, notice of cancellation must be received within two (2) hours of the starting time otherwise a two (2) hour charge per deputy will be billed. In the event of a cancellation after business hours, please call 239-477-1000 and ask to have the on-call Detail Coordinator call you.

Unless otherwise specified, full payment of all details must be received one (1) week prior to the start of the event in the form of a cashier's check, money order, business check or cash. The Lee County Sheriff's Office does not accept credit cards or personal checks. **Payments can be sent to: The Lee County Sheriff's Office 14750 Six Mile Cypress Pkwy., Fort Myers, FL 33912 ATTN: Details Unit.**

LEE COUNTY SHERIFF'S OFFICE USE ONLY			
Total Deputy(ies) <u>2</u>	Total Hours <u>4 each</u>	Rate per Hour <u>\$58 each</u>	Vehicle Rate <u>Waived</u>
Supervisory Deputy(ies) <u>William J. R. [Signature]</u>	Total Hours _____	Rate per Hour _____	Vehicle Rate _____
Entity _____			



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**14750 Six Mile Cypress Parkway • Fort Myers, Florida 33912-4406 • (239) 477-1000**



## Lee County Event Permit Application

### EMERGENCY MEDICAL SERVICES / PUBLIC SAFETY

**2000 Main St., Suite #100**

**FORT MYERS, FL 33901**

**(239) 533-3911**

*Check the appropriate box(es) below:*

- ☐ SPECIAL EVENT PERMIT
- ☒ USE OF COUNTY PROPERTY PERMIT
- ☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Treatment Facilities: None necessary.

Medical Personnel: None necessary.

Medical Supplies / Equipment: None necessary.

Safety Requirements: Applicants shall follow all CDC and FDOH directives, and the Florida Governor's Executive Orders concerning health and safety, especially with regards to COVID-19 and the number of people congregating at the event.

Fee for Services: Not applicable.

Special Arrangements: Please call 911 in the event of an emergency. To arrange special event coverage, contact our office at 239 533-3911.

Print Name: Douglas B. Higgins

Signature: Douglas B. Higgins

Digitally signed by Douglas B. Higgins  
DN: cn=Douglas B. Higgins, o=Lee County Emergency Medical Services / Lee County Public Safety,  
ou=Lee County, email=Douglas.Higgins@leegov.com, c=US  
Date: 2021.05.03 13:04:47 -0400

Title: Division Chief

Date: May 03, 2021

**Lee County Event Permit Application**



**DEPARTMENT OF TRANSPORTATION  
1500 MONROE STREET  
FORT MYERS, FL 33901  
(239) 533-8580**

*Check the appropriate box(es) below:*

- ☐ SPECIAL EVENT PERMIT  
☒ USE OF COUNTY PROPERTY PERMIT  
☐ PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES  
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

**Parking:**

Park in designated areas. No event parking on any portion of Banyan Street road right-of-way.

**Ingress and Egress:**

Use all established means of ingress and egress.

**Special Arrangements:**

Use Lee County Sheriff's Office for assistance with traffic control as needed.

**Print Name:** Bryan Miller

**Signature:** Bryan Miller

Digitally signed by Bryan Miller  
Date: 2021.04.23 06:06:18 -04'00'

**Title:** Senior Project Manager

**Date:** April 23, 2021

Lee County Event Permit Application



LEE COUNTY PARKS AND RECREATION  
3410 PALM BEACH BOULEVARD  
FORT MYERS, FLORIDA 33916  
(239) 533-7275

Check the appropriate box(es) below:

- ☐ SPECIAL EVENT PERMIT  
☒ USE OF COUNTY PROPERTY PERMIT  
☐ PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES  
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Illumination:

- Generators prohibited to supply electric for lighting on Banyan Street. Lights are not to be hung or draped on trees or vegetation.

Parking Areas:

- Overflow Parking permitted at the Boca Grande Community Center

Special Arrangements:

- Must provide insurance with Lee County BOCC being additionally insured.
- Permit holder must adhere to all rules on the Use of County Lands for Weddings on Banyan Street.
- Residents will be informed in writing that your wedding is taking place on Banyan Street by a Lee County Parks & Recreation representative
- All wedding guests and participants must stay on county property at all times.
- Due to Covid-19, a safety plan of action on how CDC guidelines must be

Print Name: Jesse Lavender

Joe Wier

Signature: Jesse Lavender

Joseph R Wier

Title: Director

Supervisor

Date: 4/22/2021

4/22/21

**Lee County Event Permit Application**



**LEE COUNTY RISK MANAGEMENT  
COUNTY ADMINISTRATION BUILDING - 4<sup>TH</sup> FLOOR  
2115 SECOND STREET  
FORT MYERS, FLORIDA 33901  
(239) 533-2221**

*Check the appropriate box(es) below:*

- ☐ SPECIAL EVENT PERMIT  
☒ USE OF COUNTY PROPERTY PERMIT  
☐ PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES  
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

**Insurance Requirements:** Commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence to protect against bodily injury and/or property damage relative to applicants use of aforementioned event within Lee County.

**Special Arrangements:** A Certificate of Insurance shall be submitted as evidence of the required coverage listing Lee County Board of County Commissioners, P.O. Box 398, Fort Myers, FL 33902 as the certificate holder and as an additional insured.

Subject to proof of insurance.

**Print Name:** Mike Figueroa

**Signature:**

**Title:** Risk Program Manager

**Date:** April 22, 2021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (No. Ext): (530) 477-0521 E-MAIL: Info@theeventhelp.com INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (No.): NAIC # 35378
INSURED  Kathleen LaPoint PO Box 1703 Boca Grande FL 33921		

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**  
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. LIT.	TYPE OF INSURANCE	ADDL. SUBR. INSD. VWD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	3DS5472-M2694167	12/11/2021 12:01 AM	12/12/2021 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000 Deductible \$ 1,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB EXCESS LIAB DED. RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				
						PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYED \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.

Attendance: 200, Event Type: Wedding.

OK 04/22/2021

*Mike Fagin*

<b>CERTIFICATE HOLDER</b>  Lee County Board of County Commissioners 2120 Main St Fort Myers FL 33901	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Will Maddux</i>
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## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Lee County Board of County Commissioners  
2120 Main St  
Fort Myers, FL 33901

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any Insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

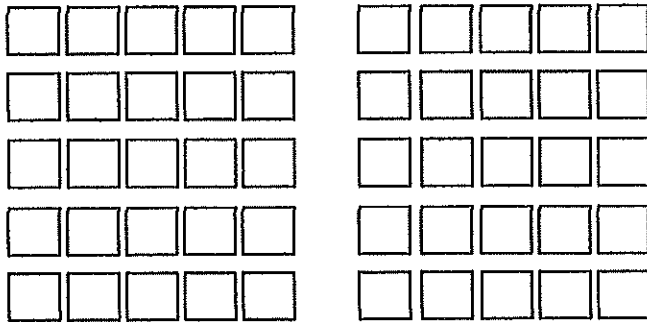
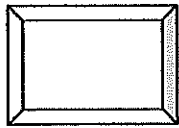
1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

**Gilchrist Ave.**



CHAIRS = **185**

**Park Ave.**

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## Addendum to Special Event Permit Application

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As a condition of obtaining a special event permit, Lee County requires each organizer submit a written Covid-19 safety plan.

The safety plan shall include the following:

- Adherence to the Centers for Disease Control guidelines, the Governor of the State of Florida's executive order. This includes specifically:
  - ☐ Practicing social distancing
  - ☐ Encouraging anyone 65 years or older to avoid large crowds
  - ☐ Anyone that is sick or experiencing symptoms of any illness to stay home
  - ☐ Crowd control
  - ☐ Disinfecting Stations
  - ☐ Appropriate Signage
  - ☐ Disinfecting and cleaning all indoor spaces that are used
  - ☐ Protocols for dealing with inclement weather (especially lightning within a 10 miles radius), heat exhaustion and dehydration that meet distancing and protective guidelines.

Submit the outlined plan along with your Event Permit application to avoid delays in processing your permit.

April 17, 2021

To whom it may concern,

Thank you for your consideration of our application to hold a wedding ceremony for our daughter, Bridget LaPoint, to Will Morrison on Saturday, December 11, 2021. We have been island residents since 2005, and we have long admired Banyan Street and its natural beauty. It will be a special place to hold this ceremony. Will's parents are Boca Grande residents as well and share our appreciation of the street.

Due to the COVID pandemic, we understand the need to ensure the health and safety of our guests and the community and are committed to following all of the current and potential future guidelines issued by the state and county. In particular, we plan on incorporating the following elements into our safety plan:

- Guests will be advised in advance of coming to Boca Grande to be mindful of socializing in the week before arriving.
- Guests who have not been fully vaccinated will be asked to get a COVID test within five days prior to the wedding date.
- Seating will be assigned so that guests within the same "pod" are seated together and appropriate spacing established between pods.
- Guests over the age of 65 will be encouraged to avoid large crowds and any guest that is sick or experiencing symptoms of any illness will be advised to stay home.
- There will be signage advocating social distancing, mask-wearing and the Boca Grande pledge, along with hand sanitization stations and extra face masks.
- There will be a police detail, along with our wedding planner and ushers, to assist in crowd control.

In the event of inclement weather, the ceremony will be moved to a tent on the Gasparilla Inn property, where the wedding reception is being held. Water bottles will be provided to prevent dehydration and heat exhaustion in the event of high heat and humidity.

Thank you for considering our application. Please do not hesitate to reach out to us with any questions you might have.

Sincerely,  
Bill and Kathy LaPoint  
lapoint@comcast.net