



EVENT PERMIT

Ordinance 17-08



Christmas Eve Service at Bowditch Beach

PERMIT NUMBER: TMP2025-00394

Date(s) of Event: December 24, 2025 from 5:00pm until 5:45pm

Property Owner: LEE COUNTY

Applicant: JIM LEE
812-449-0153

Description: Christmas Eve service on the beach

Location of event: 50 - 58 ESTERO BLVD, FORT MYERS BEACH, FL 33931

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

12/10/25
Date



Lee County
Southwest Florida

Event Application

Special Event

Use of
County
Property

Alcohol
within Lee
County
Facilities

Film, Video
&
Photography

TMP2025-00394

Christmas Eve Service at Bowditch Beach

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	Christmas Eve Service at Bowditch Beach
Date(s) of Event / Production:	12/24/2025
Location(s) of Event:	Bowditch Beach Park @50 Estero Blvd.
Name of Applicant:	Jim Lee
Applicant Address:	9065 Ligon Court Ft. Myers, FL 33908
Applicant Phone Number:	812-449-0153
Contact Person: (If different from applicant)	
Contact Phone Number: (If different from applicant)	
Email Address:	Jimlee0430@outlook.com
Estimated Attendance:	350
Event Description: Include each activity, when activities take place, etc.	Traditional Christmas Eve service from 5:00 p.m. until 5:45 p.m. on 12/24/25. We will vacate the park no later than 6:00 p.m.
Hours of Operation:	5:00 -5:45 p.m.
STRAP # of Parcel:	244623W10080D0400
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? N/A

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: Church Mutual Insurance Company

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

Surety Company Bonding this Event (Name and Address): _____

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: Westminster Presbyterian Church

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):

☐ TV Movie or Special	☐ TV Series / Pilot	☐ TV Commercial	☐ Still Photos
☐ Public Service Announcement	☐ Industrial / Documentary	☐ Other: _____	

Will any of the following be needed or included*?

Street Closure	☐ Yes	☐ No
Traffic / Crowd Control	☐ Yes	☐ No
Fire or Burning	☐ Yes	☐ No
Explosives or Pyrotechnics	☐ Yes	☐ No
Animals, Large or Small	☐ Yes	☐ No
Construction of Any Kind	☐ Yes	☐ No
Large and/or Numerous Vehicles	☐ Yes	☐ No
Helicopters, Boats, etc.	☐ Yes	☐ No
Stunts	☐ Yes	☐ No
Other	☐ Yes	☐ 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: _____ number of rooms x number of nights	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.

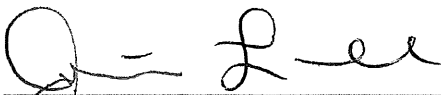


SECTION V - AGREEMENT

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.


Signature of Applicant


Witness

Jim Lee - Elder
Print Name of Applicant and Title

Theresa K Lee
Print Name of Witness

8/25/25
Date

8/25/25
Date

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 areas only. Event should not impede the flow of traffic in any way.
Deputies (How Many?):	1 deputy for security & presence while event takes place.
Fee for Services:	Contact the Details Unit to set detail up and pay for detail in advance.
Special Arrangements:	All participants must use established walkways, pathways and crosswalks to get to the event. Any amplified sounds must adhere to the Town of Ft Myers Beach Noise Ordinance.

Print Name: P Cummins
Signature: [Signature]
Title: Commander
Date: 9 2 25

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
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Fire Guards (How Many?)

N/A

Fee for Services:

N/A - signature only

Flammable Vegetation:

None Permitted.

First Aid Equipment:

N/A

Fire Extinguishing:

N/A

Special Arrangements:

N/A

Print Name: Jennifer Campbell

Signature: Jennifer Campbell Digitally signed by Jennifer Campbell
Date: 2025.08.27 13:19:54 -04'00'

Title: Fire Official

Date: 8.27.2025



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:

See Special Arrangements below.

Medical Personnel:

See Special Arrangements below.

Medical Supplies /
Equipment:

See Special Arrangements below.

Safety Requirements:

See Special Arrangements below.

Fee for Services

See Special Arrangements below.

Special Arrangements:

EMS defers to Fort Myers Beach Fire District for specifying EMS coverage for this event, as it falls within their response district. Their department can be contacted at (239) 590-4200.

Print Name: Douglas B. Higgins

Signature: Douglas B. Higgins

Digitally signed by Douglas B. Higgins
Date: 2025.09.21 18:13:10 -04'00'

Title: Captain, EMS Operations

Date: September 21, 2025

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
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☐ FILM PERMIT

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

Parking:

No event parking is permitted in Lee County maintained road right of ways.

Ingress and Egress:

Please use all established means of ingress and egress.

Special Arrangements:

Shall use Lee County Sheriff's Office for assistance with traffic control as needed.
Emergency vehicle access and public vehicular access shall be maintained on all surrounding Lee County maintained roads.

Print Name: Nathan Thoman

Signature: Nathaniel C. Thoman

Digitally signed by Nathaniel C. Thoman
Date: 2025.08.27 11:09:48 -04'00'

Title: Project Manager

Date: 08/27/2025

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:

Lighting is not permitted between dusk and dawn during Turtle Season as per DEP regulations.

Parking Areas:

Paid parking at our Beach Parks is available on a first come, first serve basis. No RV's or oversized vehicles are permitted in the Beach parking areas.

Special Arrangements:

Events should not interfere with normal daily park operations, programs or maintenance.

Vessels are not permitted within designated swimming areas. Participants and spectators must disperse and leave the beach park area to seek safe shelter during lightning alerts or threatening weather.

Additionally, the event organizer must comply with all terms stated in the signed agreement and adhere to Lee County Ordinances No. 22-10(noise), 25-14 (smoking) and Parks & Recreation Ordinances 18-12 and 18-27 (as amended). Pursuant to Lee County Ordinance No. 25-14, smoking and vaping is not permitted at any school property or within the boundaries of any public park facility or public beach.

Print Name: Trever Snearley

Signature:

Title: Countywide Services Manager

Date: 9/30/2025

BOWDITCH BEACH PARK - CHRISTMAS EVE SERVICE
(12/24/2025)

Lee County Event Permit Application



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

Check the appropriate box(es) below:

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☐ 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.

Certificate Must Read As:

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.

Special Arrangements:

A Certificate of Insurance shall be submitted as evidence of the required coverage listing Lee County, a political subdivision and Charter County of the State of Florida, P.O. Box 398, Fort Myers, FL 33902 as the certificate holder and as an additional insured as listed above.

Subject to proof of insurance.

Print Name: Mike Figueroa

Signature:

Title:

Risk Program Manager

Date:

December 10, 2025



WESTPRE-03

DGUYON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2025

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 Acrisure South Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 845-8437	FAX (A/C, No):
	E-MAIL ADDRESS: dguyon@acrisure.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Union Fire Insurance Company of Pittsburgh, Pa.	NAIC # 19445
INSURED Westminster Presbyterian Church Of Fort Myers Inc 4210 Metro Parkway Suite 100 Fort Myers, FL 33916	INSURER B: Zenith Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		GRNURP002841005	12/15/2025	12/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			GRNURP002841005	12/15/2025	12/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	X		GRNURP002841005	12/15/2025	12/15/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Z137360505	12/15/2025	12/15/2026	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime			GRNURP002841005	12/15/2025	12/15/2026	\$500 Deductible 50,000

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

CERTIFICATE HOLDER

CANCELLATION

Lee County, a Political Subdivision & Charter County of the State of Florida PO Box 398 Fort Myers, FL 33902	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

Lee County Event Permit Application



LEE COUNTY VISITOR & CONVENTION BUREAU
2201 SECOND STREET, SUITE 600
FORT MYERS, FLORIDA 33901
(239) 338-3500

Check the appropriate box(es) below:

☐ FILM PERMIT ONLY

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

Special Arrangements:

--

Other:

--

Print Name: _____

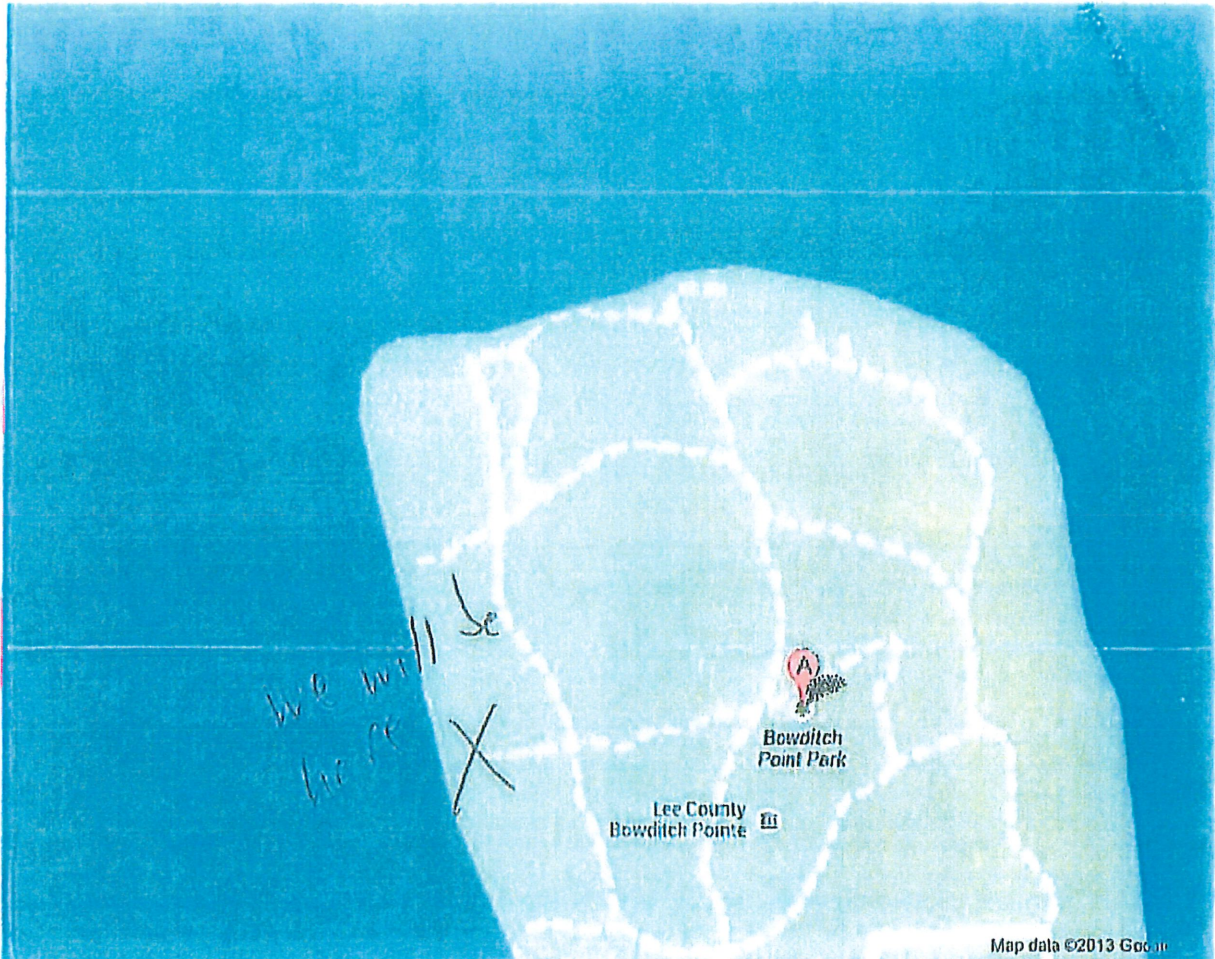
Signature: _____

Title: _____

Date: _____



To see all the details that are visible on the screen, use the "Print" link next to the map.





REQUEST FOR FEE WAIVER

LEE COUNTY PARKS AND RECREATION

3410 Palm Beach Boulevard

Fort Myers, FL 33916

Phone (239) 533-7275

Fax (239) 485-2303

This form must be completed and returned with a copy of the Agency's 501-C Non-Profit Status Certificate 10 days in advance of the date requested.

Date Form Completed: March 25, 2025

Name of Agency or Organization: Westminster Presbyterian Church

Contact Person: Jim Lee Phone #: 812-449-0153

Address: 9065 Ligon Court, Ft. Myers, FL 33908

Requested Facility & Location within that Facility: Bowditch Point Park

Date of Activity: December 24, 2025 Time of Activity: 4:00 – 6:00 p.m.

Type of Activity: Christmas Eve Service Expected Number of Participants: 350

Fees you are Requesting to have Waived: \$250.00

Reason applying for Fee Waiver (list benefits to Lee County if fee is waived): This is a non-profit event open to the public. Many of the participants walk from the local hotels.

For Office Use Only

Manager/Supervisor: Approved ☐ Denied ☐ 501-C Attached: Yes ☐ No ☐

Justification: _____

Signature: _____ Date: _____

Director of Parks and Recreation: Approved ☐ Denied ☐

Justification: _____

Signature: _____ Date: _____



Invoice Number: _____

Lee County Parks and Recreation

3410 Palm Beach Blvd.

Fort Myers, FL. 33916

Phone: 239-533-7275

This permit entitles holder to exclusive use of the following facilities during the hour and date shown below. This permit also serves as a bill. All reservations must be paid for in advance.

A non-refundable \$10 cancellation fee will be applied to facility rental transfers or cancellations received at least 72 hours prior to the facility rental date. Any cancellation made less than 72 hours prior to the facility rental date **will not** be entitled to any refund. Exceptions to this policy will be made at the discretion of the Parks and Recreation administration staff based on circumstances surrounding the cancellation.

Date issued: 3/25/2025

Name: Westminster Presbyterian Church	Type of Activity: Christmas Eve Service	
Address: 9065 Ligon Court	Organization/Team: Jim Lee	
City/State/Zip: Ft. Myers, FL 33908	Phone Number: 812-449-0153	
	Times	
Date: Friday, December 24, 2025	From: 4:00 p.m.	To: 6:00 p.m.
Date:	From:	To:
Name of Facility: Bowditch Point Park	Bldg. / Field #: Lower Patio	
Other Comments: Free Parking during the event. Kathy will notify the Rangers not to ticket..		
Hours:	Rate:	Total Fee: \$250.00

Approved by: Kathy Loomis Title: Manager Date: 03/25/2025

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK FOR LEE COUNTY PARKS AND RECREATION PROGRAMS/ACTIVITIES PLEASE READ THIS FORM CAREFULLY and be aware that in signing up and participating in Lee County Parks and Recreation program/activities, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your minor child/ward might sustain as a result of participating in any and all activities connected with and associated with Lee County Park programs/activities (including transportation services/vehicle operation, when provided). I recognize and acknowledge that there may be certain risks involved in participating in park programs/activities, and I voluntarily agree to assume the full risk of any injuries, damages or loss, that my minor child/ward or I may sustain as a result of said participation. I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me or my child/ward) as a result of participating in such program/activity against the County, including their respective officials, officers, employees, and volunteers (hereinafter collectively referred as "Parties"). I do hereby fully release and forever discharge the Parties from any and all claims for injuries, damages, or loss that my minor child/ward or I may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with these programs/activities.

I indemnify and hold harmless Lee County, any of its employees and/or agents from any and all claims from my use of county property or participation in any county programs. I will further indemnify and "hold harmless" the County, its employees and/or agents from all costs, expenses and liabilities resulting from any claim brought from my child's/children's use of county property and/or participation in county programs to the extent of the County's liability under general law.

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above and, for myself, my heirs, assigns, and my minor child(ren)'s involvement or participation in the program as provided above.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. If registering via fax, your facsimile signature shall be substitute for and have the same legal effect as an original form signature.

[Signature]
PARTICIPANT'S SIGNATURE

Jim Lee
PRINT NAME OF PARTICIPANT

8/25/25
DATE

ALCOHOLIC BEVERAGES ARE NOT ALLOWED IN PARKS OR FACILITIES

FACILITY SALES RECEIPT

Receipt # 2711443
Payment Date: 09/02/2025
Household: 150903



. WESTMINSTER PRESBYTERIAN CHURCH
9065 LIGON COURT
FORT MYERS FL 33908

Terry Park
3410 Palm Beach Blvd
Fort Myers FL 33916
Phone: (239)533-7275
Visit us on the Web at: www.leeparks.org

Reservation Details: Bowditch Point Park, Bowditch Park

Address: 50 Estero Blvd, Fort Myers Beach, FL, 33931
Reserv. Contact: . Westminster Presbyterian Church
Phone Number: (239)481-2125
Reserv. Number: 69953
Status: Firm

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Wed 12/24/2025 4:00P to 6:00P	250.00	250.00	250.00	250.00	0.00

<u>Fee Description</u>	<u>Amount</u>	<u>Count</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Total Fee</u>
Bowditch Park - Rental Bldg-001	250.00	1.00	0.00	0.00	250.00

Processed on 09/02/25 @ 10:48am by KRH

Total New Fees	250.00
Discount Applied	0.00
Total New Taxes	0.00
Total Due	250.00

Total Fees Paid	250.00
Total Taxes Paid	0.00
Total Paid	250.00

Household Balance Information

Overall Household Credit Balance Available	0.00
Overall Household Balance Due	0.00

Payment of: 250.00 Made By: Check With Reference: James Lee Driver's License

Carmine Marceno
Sheriff



State of Florida
County of Lee

"Proud to Serve"

Exhibit A
Detail Request Form

Please review all information on this request form for accuracy and as the vendor, sign at the bottom. 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 may be required 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 detail rates for 2025 will be:

Security/Funeral	\$63/hr	Traffic	\$73/hr
CSA/Dispatch Holiday	\$63/hr	Detail Supervisor	\$80/hr
CSA/Dispatcher	\$50/hr	Holiday Sup/IC	\$90/hr
Boat	\$70/hr	Civil/Prisoner Trans	\$80/hr
Holiday/Last Minute	\$88/hr	Bomb Sweep	\$70/hr

Details are charged a \$15 per deputy vehicle rate (when applicable).

All boat details are charged a \$20 per hour boat rate (when applicable).

Holidays: New Year's Day, Easter Sunday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve

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. LCSO cannot guarantee detail coverage.

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. Weather related cancellations must be made within three (3) hours of the start of the detail. 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. If cancellation notification is not made, and LCSO Detail Deputies show up to the detail, vendor will be billed the four-hour minimum for each deputy.

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, or business check made out to Lee County Sheriff's Office. Credit card payments can be made via telephone. The Lee County Sheriff's Office does not accept cash or personal checks. **Payments can be sent to: The Lee County Sheriff's Office 14750 Six Mile Cypress Pkwy., Fort Myers, FL 33912 ATTN: Finance Department.**

Total Deputy(ies) <u>1</u>	Total Hours <u>4 hr min</u>	Rate per Hour <u>\$88</u>	Vehicle Rate <u>Waived</u>
Supervisory Deputy(ies) _____	Total Hours _____	Rate per Hour _____	Vehicle Rate _____
Entity <u>Lee</u>			



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

Detail Request Form - continued

LCSO Details Main Phone Number: 239-477-1199		
Vendor Information		
Business Name: <u>Jim Lee</u>		
Street: <u>9065 Ligon Ct</u>		
City: <u>Ft Myers</u>	State: <u>FL</u>	Zip Code: <u>33908</u>
Business Contact: <u>Jim Lee</u>		Phone: <u>812-449-0153</u>
Email Address: <u>jimlee0430@outlook.com</u>		
Event Information		
Detail Location: <u>Bowditch Beach Park</u>		
Street: <u>50 Estero Blvd</u>		
City: <u>Ft Myers Beach</u>	State: <u>FL</u>	Zip Code: <u> </u>
Contact During Event: <u>Jim Lee</u>		Phone: <u>812-449-0153</u>
Event Date: <u>12/24/25</u>	Event Time: <u>4p-8p</u>	
Anticipated Crowd Size: <u>350</u>	Type of Event: <u>Christmas Eve Service</u>	
Additional Security Working Detail: ☐ Yes ☒ No If Yes, how many? <u> </u>		
Permits Attached: ☒ Yes ☐ No		Alcohol Served: ☐ Yes ☒ No
Detail Information		
Security/Funeral ☐	Traffic/Boat ☐	Prisoner Trans/Civil ☐
CSA/Dispatcher ☐	Bomb Sweep ☐	CSA Holiday ☐
Last Minute/Holiday ☒	Supervisor ☐	Holiday Sup/IC ☐
Marked Vehicle ☒ Yes ☐ No	Unmarked Vehicle ☒ Yes ☐ No	
Uniformed Deputy ☒ Yes ☐ No	Plain Clothes Deputy ☐ Yes ☒ No	
Detail Description:		
Uniformed deputies for security & presence while Christmas Eve services take place. Deputies will maintain LE presence throughout the event area by conducting foot patrols. Four hour minimum will apply should detail end early. Estimated cost for detail \$352. Payment will need to be send to LCSO Attn Finance Department 14750 Ben C Pratt Pkwy Ft Myers FL 33912 and should be received no later than 12/17/25.		



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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 Jim Lee, (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 full 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.

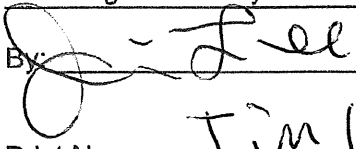
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

ENTITY

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

Jim Lee

9065 Ligon Ct Ft Myers FL 33908

By: 

By: _____

Sheriff/Designee

Print Name: Jim Lee

Print Name: _____

Date: 9/11/20

Date: _____