



EVENT PERMIT

Ordinance 17-08



Luke Bryan Country Music Concert

PERMIT NUMBER: TMP2025-00162

Date(s) of Event: June 14, 2025 between 5:30PM until 10:30PM
Parking lots to open at 2:00PM

Property Owner: LEE COUNTY

Applicant: Shawn Smith
7049183113

Description: Country Music Concert-applicant has requested, and been approved for, a waiver pursuant to Lee County Code of Ordinances Chapter 19, ARTICLE VI, Sec. 19-153(a) to allow a maximum decibel level of 98 dba measured at the main mix position on the field. Show end time is 10:30 pm.


Location of event: 11500 FENWAY SOUTH DR, FORT MYERS, FL 33913
jetBlue Park

Will the event be attended by 1000 or more people ?	Yes
Will the event be held on County Owned Property ?	Yes
Will there be alcohol consumed or sold at the event ?	Sold and Consumed
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 6/5/25
ftmpprmt_specialevent.rpt



Lee County
Southwest Florida

Event Application

Special Event

Use of
County
Property

Alcohol
within Lee
County
Facilities

Film, Video
&
Photography

Luke Bryan Country Music Concert

TMP2025-00162

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	Luke Bryan Country Music Concert
Date(s) of Event / Production:	June 14, 2025
Location(s) of Event:	jetBlue Park 11500 Fenway South Drive Fort Myers, FL 33913
Name of Applicant:	Boston Red Sox
Applicant Address:	jetBlue Park 11500 Fenway South Drive Fort Myers, FL 33913
Applicant Phone Number:	704-918-3113
Contact Person: (If different from applicant)	Shawn Smith
Contact Phone Number: (If different from applicant)	
Email Address:	shawnsmith@redsox.com
Estimated Attendance:	17,000
Event Description: Include each activity, when activities take place, etc.	County Music Concert where all artists will perform inside jetBlue Park. Artists include DJ Rock (country music DJ), Conner Smith, Ashland Craft, Adrien Nunez, and Luke Bryan. <i>Note: noise waiver has been requested, see attachments</i>
Hours of Operation:	Parking Lots Open: 2 PM, Gates/Doors Open: 4 PM, Show: 5:30-10:30 PM
STRAP # of Parcel:	
Owner of Premises*:	Lee County

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

Ennis, Audra

Re: Noise Waiver

From: Brady, Christine
Sent: Sunday, March 30, 2025 7:38 PM
To: Gilula, Jonathan
Cc: Harner, David; Smith, Shawn; Mora, Marc; Wesch, Richard; Nesbit, Peter; Rozdolski, Mikki; Ennis, Audra
Subject: Re: [EXTERNAL] Re: Noise Ordinance Waiver

Jonathan,
Thank you for sending this update. We will follow up tomorrow morning. Thanks - CB

Get [Outlook for iOS](#)

From: Gilula, Jonathan <jgilula@redsox.com>
Sent: Sunday, March 30, 2025 7:11:47 PM
To: Brady, Christine <CBrady@leegov.com>
Cc: Harner, David <DHarner@leegov.com>; Smith, Shawn <shawnsmith@redsox.com>; Mora, Marc <MMora@leegov.com>; Wesch, Richard <RWesch@leegov.com>; Nesbit, Peter <pnesbit@redsox.com>; Rozdolski, Mikki <MRozdolski@leegov.com>; Ennis, Audra <AEnnis@leegov.com>
Subject: Re: [EXTERNAL] Re: Noise Ordinance Waiver

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Christine –

Pursuant to our conversations on this topic, we've worked with Live Nation productions and the act to confirm a show end time of 10:30p. The collective group also has a plan to limit the decibel level at the main mix position on the field to 98 dba.

Thank you for continuing to work through the details with us. We are excited to announce the show on Monday morning and will stay in touch as we work towards June 14th. Please reach out anytime with questions or concerns.

Best,

Jonathan

On Mar 27, 2025, at 11:45 AM, Brady, Christine <CBrady@leegov.com> wrote:

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Thank you for sharing this updated information. I will ask the team to review and will follow up shortly.

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From: Gilula, Jonathan <jgilula@redsox.com>
Sent: Tuesday, March 25, 2025 6:24:56 PM
To: Brady, Christine <CBrady@leegov.com>
Cc: Harner, David <DHarner@leegov.com>; Smith, Shawn <shawnsmith@redsox.com>; Mora, Marc <MMora@leegov.com>; Wesch, Richard <RWesch@leegov.com>; Nesbit, Peter <pnesbit@redsox.com>
Subject: RE: Noise Ordinance Waiver

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Christine – Thank you for sharing the helpful information on the noise ordinance and your continued engagement on this topic and the overall planning effort for a summer concert at JetBlue Park.

Regarding the show end time, we are working with all parties involved to explore opportunities for an earlier show end time than the requested time of 11 pm. We look forward to discussing further as additional information becomes available.

Regarding the potential sound impacts from the proposed show at JetBlue Park, we want to share additional information and clarifications provided by the Live Nation production team. While we know there will be weather related factors, including humidity, precipitation, and wind direction that will cause variability in show day decibel levels at JetBlue Park, the information below is based on the team's collective industry experience with acts of all music genres in venues of various sizes including over 100 shows produced at Fenway Park in Boston:

Stage Orientation: The proposed location of the stage is in deep centerfield of JetBlue Park facing home plate (southwest) with the speakers pointed in the same direction and away from the residential areas to the north and east of the ballpark site.

Noise Levels: The decibel levels will be highest on the field where we anticipate up to 100 dba at the main mix position positioned near the 2nd base area. The Live Nation production team expects the structure of JetBlue Park will reduce sound levels outside the seating bowl to an estimated average of 72-78 dba in the concourse area and an estimated average of 65-70 dba at the perimeter of the JetBlue Park property.

Thanks again for your engagement with this effort. We are committed to working with you and the entire Lee County team to develop a plan that is acceptable for everyone and will result in a successful event at JetBlue Park. Please let me know if you have any questions and/or need any additional information. I look forward to speaking with you soon.

Best,

Jonathan

From: Brady, Christine <CBrady@leegov.com>

Sent: Friday, March 21, 2025 3:54 PM

To: Gilula, Jonathan <jgilula@redsox.com>

Cc: Harner, David <DHarner@leegov.com>; Smith, Shawn <shawnsmith@redsox.com>; Mora, Marc <MMora@leegov.com>; Wesch, Richard <RWesch@leegov.com>

Subject: [EXTERNAL] FW: Noise Ordinance Waiver

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Good afternoon,

I have included the links to the appropriate sections of the Code of Ordinances as well as an email below that lays out the concerns for the surrounding residential areas. The request is for 100 dba average until 11 p.m.

- The residential land use category is 66 dba from 7 a.m. – 10 pm and 55 dba from 10 p.m. to & a.m.. If the hours could be adjusted to end at 10 p.m., that resolves the 55 dba requirement.
- The highest dba allowed is for manufacturing and industrial areas and is listed in the ordinance at 75 dba. If the 100 dba average could be lowered to any degree, it would allow for additional consideration of the waiver request.

Thank you for your review and consideration as we work through this special event permitting process. I remain available.

[Sec. 19-150. - Noise disturbance prohibited. | Code of Ordinances | Lee County, FL | Municode Library](#)

[Sec. 19-153. - Waivers. | Code of Ordinances | Lee County, FL | Municode Library](#)

<image006.png>

Christine J Brady | Assistant County Manager
County Administration

P.O. Box 398, Fort Myers, FL 33902

office: (239) 533-2348

cell: (239) 822-2834

email: CBrady@leegov.com

web: www.leegov.com

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<image009.png>

<image010.png>

<image011.png>

<image012.png>

From: Ennis, Audra <AEnnis@leegov.com>

Sent: Thursday, March 20, 2025 9:00 AM

To: Brady, Christine <CBrady@leegov.com>

Cc: Mora, Marc <MMora@leegov.com>; Rozdolski, Mikki <MRozdolski@leegov.com>

Subject: Noise Ordinance Waiver

Good Morning,

Staff has received a noise ordinance waiver request for the event to take place at Jet Blue on Saturday, June 14th. The specific request is to allow 100 dba average, over a five minute period, until 11pm.

The closest receiving land use is Gateway Charter Elementary, located approx. 980 feet east of the stadium, while the closest residential uses are the most southerly homes located in *Somerset at the Plantation* approximately 1,100 feet north of the northerly wall of the stadium.

<image013.png>

The allowable decibel levels contained in the ordinance are as follows:

<image014.png>

The exceedances will be 34 dba until 10 pm/45 dba after 10pm.

The only condition would be that the activity must cease at 11 pm.

Thank you,

<image015.jpg>

Audra Ennis | Permitting and Regulatory Review Manager

Department of Community Development

1500 Monroe St, Fort Myers, FL 33901

office: (239) 533-8319

cell: (239) 565-8239

email: AEnnis@leegov.com

web: www.leegov.com/dcd

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<image016.png>

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<image018.png>

<image019.png>

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Please note: Florida has a very broad public records law. Most written communications to or from County Employees and officials regarding County business are public records available to the public and media upon request. Your email communication may be subject to public disclosure.

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Ennis, Audra

Re: Noise Waiver

From: Ennis, Audra
Sent: Tuesday, March 18, 2025 2:35 PM
To: Smith, Shawn
Subject: RE: Boston Red Sox Special Event Permit

Okay, thank you. I will be in touch soon.



Audra Ennis | Permitting and Regulatory Review Manager

Department of Community Development

1500 Monroe St, Fort Myers, FL 33901

office: (239) 533-8319

cell: (239) 565-8239

email: AEnnis@leegov.com

web: www.leegov.com/dcd

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From: Smith, Shawn <shawnsmith@redsox.com>
Sent: Tuesday, March 18, 2025 2:24 PM
To: Ennis, Audra <AEnnis@leegov.com>
Subject: RE: Boston Red Sox Special Event Permit

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100 dba average over a 5 minute period

From: Ennis, Audra <AEnnis@leegov.com>
Sent: Tuesday, March 18, 2025 1:55 PM
To: Smith, Shawn <shawnsmith@redsox.com>
Subject: [EXTERNAL] RE: Boston Red Sox Special Event Permit

CAUTION: This e-mail is from an external sender. Do not click on any links or open any attachments you were not expecting.

Hello Shawn,

Do you have a specific decibel level proposed, or are you seeking a waiver from the ordinance at large?



Audra Ennis | Permitting and Regulatory Review Manager

Department of Community Development

1500 Monroe St, Fort Myers, FL 33901

office: (239) 533-8319

cell: (239) 565-8239

email: AEnnis@leegov.com

web: www.leegov.com/dcd

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From: Smith, Shawn <shawnsmith@redsox.com>

Sent: Tuesday, March 11, 2025 4:34 PM

To: Ennis, Audra <AEnnis@leegov.com>

Subject: Boston Red Sox Special Event Permit

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Good afternoon.

We are in the final stages of preparing to announce a major concert artist to perform at jetBlue Park on Saturday, June 14, 2025.

We would like to formally request that the noise ordinance be amended and extended on that date, to 11 PM.

Can you please guide us through the process?

Thank you,

Shawn

Sec. 19-153. Waivers.

(a) Applications for a waiver for relief from the maximum allowable noise level limits designated in this article shall be made in writing. Such applications for waivers will be made to the County Manager or designee when the activity creating such noise is located within the unincorporated area of Lee County. Any waiver granted by the County Manager or designee must be provided to the applicant in writing within 30 days of application to the County and contain all conditions required for compliance with the waiver approval. The County Manager or designee may grant the waiver under the following conditions:

- (1) The County Manager or designee in granting a waiver may prescribe any reasonable conditions or requirements deemed necessary to minimize adverse effects upon the community or the surrounding neighborhood.
- (2) Waivers from maximum allowable noise level limits may be granted for noises created within an industrial or commercial use area by operations which were in existence on or before April 29, 1993.
- (3) Waivers may be issued for no longer than 180 days, renewable by further application to the county manager or designee.

(b) Any applicant aggrieved by the County Manager's or designee's decision under this section may appeal to the Lee County Hearing Examiner within 30 days from the date of written decision on the waiver.
(Code 1974, § 24¼-7; Ord. No. 14-18, § 8, 9-2-2014)

From: Brady, Christine <CBrady@leegov.com>
Sent: Tuesday, March 11, 2025 3:41 PM
To: Smith, Shawn <shawnsmith@redsox.com>
Cc: Ennis, Audra <AEnnis@leegov.com>
Subject: [EXTERNAL] Special Event Permit

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Good afternoon,

Audra Ennis from Community Development can assist you and the Red Sox organization with your permit request. Thanks, CB



Christine J Brady | Assistant County Manager
County Administration

P.O. Box 398, Fort Myers, FL 33902

office: (239) 533-2348

cell: (239) 822-2834

email: CBrady@leegov.com

web: www.leegov.com

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Lee County Event Permit Application



What is the Zoning Classification of the premises? Commercial

Are any temporary structures to be installed for the event? ☒ Yes ☐ No Type: Portable Stage, stairs

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: Starr Insurance

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:

Aramark

Type of Food being Served: Ballpark Fare (Hot Dogs, Popcorn, Sausages, Hamburgers, Peanuts, etc)

Section II - USE OF COUNTY PROPERTY PERMIT

Organization Sponsoring the Event: Boston Red Sox

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)

N/A Aramark, licensed

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



*Event is not being filmed
per applicant*

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

* For any marked Yes, provide further details below:

Similar to a ballgame, we will need LCSO to provide ingress and egress control on Daniels Parkway for the entire duration of the event on June 14, 2025.

Special Parking Requirements:

None that we can determine but we defer to LCSO.

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

LSCO, Fire Department, EMTs

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 shooting days: _____
number of rooms x number of nights

Lee County Event Permit Application



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

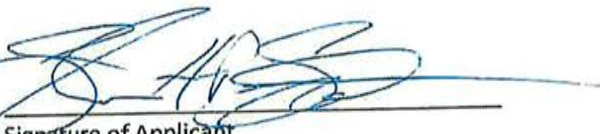


SECTION V - AGREEMENT

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.


Signature of Applicant

Shawn H.P. Smith, Boston Red Sox General Manager of Florida Operations

Print Name of Applicant and Title

April 30, 2025

Date


Witness

Jack Gordon

Print Name of Witness

April 30, 2025

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 will be offered on site until it becomes full. At that time, vendor will be responsible for having staff/parking attendants direct concert attendees to off-site parking areas. Vendor will be responsible for ensuring that all off site parking is marked with signage and that there are message boards along the route to off-site parking directing drivers. LCSO extra duty detail deputies will be present to assist with traffic control in/out of the stadium & will not be responsible for directing attendees to off-site parking.

Deputies (How Many?):

LCSO will schedule extra duty detail deputies to assist with traffic control as well as security & presence for overall public safety during event. There will be an assigned Incident Commander to oversee the operation of LCSO extra duty detail deputies, participate in a Public Safety unified command & to liaise with stadium supervisors as needed.

Fee for Services:

All fees for LCSO extra duty detail services will be at the vendor/event coordinator's expense. A cost estimate will be provided prior to the event.

Special Arrangements:

Applicant will be responsible for providing light plants in all areas where traffic is being directed by LCSO extra duty detail deputies as well providing programmable message boards to help direct attendees to off-site parking once the stadium is full. Programmable message boards are to be placed throughout the route from the stadium to off-site parking to keep traffic flowing. Applicant will be responsible for ensuring that the Lee County Noise Ordinance is not violated. Stadium staff will be responsible for handling inclement weather procedure. This approval is contingent upon the applicant following through with the stipulation of securing proper equipment and scheduling the LCSO extra duty detail coverage prior to the start of the event.

Print Name:

P. Cummings

Signature:

[Handwritten Signature]

Title:

COMMANDER

Date:

5-6-25

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 Boston Red Sox, (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

Boston Red Sox

11500 Fenway South Dr, Ft Myers FL 33913

By: 

Print Name: S. A. Smith

Date: 5/20/2025

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

By: 

Sheriff/Designee

Print Name: P. Cummins

Date: 5-21-2025

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>See Below</u>	Total Hours _____	Rate per Hour <u>\$50/ \$63/ \$70/ \$7</u>	Vehicle Rate <u>waived</u>
Supervisory Deputy(ies) <u>See Below</u>	Total Hours _____	Rate per Hour <u>\$80/ \$90</u>	Vehicle Rate <u>waived</u>
Entity <u>[Signature]</u>		SIGN HERE	



"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>Fenway South Concert Series</u>		
Street: <u>11500 Fenway South Drive</u>		
City: <u>Ft Myers</u>	State: <u>FL</u>	Zip Code: <u>33913</u>
Business Contact: <u>Shawn Smith</u>		Phone: <u>704-918-3113</u>
Email Address: <u>shawnsmith@redsox.com</u>		
Event Information		
Detail Location: <u>JetBlue Park</u>		
Street: <u>11500 Fenway South Drive</u>		
City: <u>Ft Myers</u>	State: <u>FL</u>	Zip Code: <u>33913</u>
Contact During Event: <u>Shawn Smith</u>		Phone: <u>704-918-3113</u>
Event Date: <u>6/14/2025</u>	Event Time: <u>12p-12a</u>	
Anticipated Crowd Size: <u>17,000</u>	Type of Event: <u>Luke Bryan Concert</u>	
Additional Security Working Detail: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, how many? <u>CSC & Elite Shield</u>		
Permits Attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Alcohol Served: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Detail Information		
Security/Funeral <input checked="" type="checkbox"/>	Traffic/Boat <input checked="" type="checkbox"/>	Prisoner Trans/Civil <input type="checkbox"/>
CSA/Dispatcher <input checked="" type="checkbox"/>	Bomb Sweep <input checked="" type="checkbox"/>	CSA Holiday <input type="checkbox"/>
Last Minute/Holiday <input type="checkbox"/>	Supervisor <input checked="" type="checkbox"/>	Holiday Sup/IC <input checked="" 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:		
Detail Staffing:		
1 Incident Commander, 2 MCC1 operators, 1 dispatcher, 1 traffic supervisor, 14 traffic deputies, 3 security supervisors, 24 security deputies & 4 Bomb Sweeps teams (4 Techs & 4 K-9 handlers) to work varied shifts for traffic control at the stadium and for security & presence throughout the stadium while concert takes place. Cost estimate provided does not take the extra duty detail deputies being held over into consideration.		



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Carmine Marceno

Sheriff



State of Florida

County of Lee

"Proud to Serve"

Luke Bryan Concert Cost Estimate

June 14, 2025

Parking lot opens at 1400

Event doors open at 1600

Event starts at 1730

Event ends at 2230

Detail Staffing:

- 1 IC \$90/an hour
- 2 MCC1 operators \$73/hour each deputy
- 1 dispatcher \$50 an hour
- 1 traffic supervisor \$80/hour
- 14 traffic deputies \$73/hour each
- 3 security supervisors \$80/hour each
- 24 security deputies \$63/hour each
- 4 Bomb Sweeps teams (4 Techs & 4 K-9 Handlers) \$70/hour each

Detail start times will vary according to posts. All details will be scheduled to end at 0000 to accommodate clearing the stadium and off-site parking. End times will be adjusted as needed so that billing reflects proper times.

Event Command Staffing:

- 1 Incident Commander 1200-0000 **\$1080**
- 2 MCC1 Operators 1200-0000 start **\$1752**
- 1 Dedicated dispatcher 1400-0000 start **\$500**



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

May 6, 2025

Page 2

2 Stadium Traffic:

1 traffic supervisor 1200-0000 start **\$960**

12 traffic deputies 1200-0000 start **\$10,512**

2 deputies 1400-0000 start **\$1460**

(This number will include six deputies at each gate and two deputies for pedestrian crossing at Gateway Blvd & Daniels Pkwy. The two for ped crossing will start in the parking lots on patrols looking for egregious tailgating until needed for post at Gateway Blvd.

If LCSO gets on site and traffic is backing up and impeding the normal flow by lining up, LCSO will call for the gates to open early.

Some of these posts may have to be repositioned according the traffic flow.

As concert starts, traffic positions will be flexed and reposted throughout the parking lots, concourse, and anywhere else assistance may be needed. They will free up to handle any calls for service as a result of the concert.

The posts will be required at the end of the night to shift traffic pattern and push vehicle traffic out of the parking lots as efficiently and safely as possible.

Security:

Back of House:

2 security deputies 1200-000 **\$1512**

These deputies will be dedicated to the area where the tour buses will be parked as LB is known to basically stay on his bus the entire time, waiting for show to start. They will be on foot patrols as well as side by side patrols if needed.

Turf Seating:

1 supervisor dedicated for floor seating area 1400-0000 start **\$800**

To handle all access issues as well as any issues that take place on the turf.

8 deputies 1500-0000 start **\$4536**

This number includes a deputy posted at all five turf seating access points as well as 3 roving, emergency response deputies for turf area.

Bowl Seating:

May 6, 2025

Page 3

2 supervisors 1400-0000 start \$1600

4 deputies 1400-0000 start queue line/concourse security \$2520

10 deputies 1500-0000 start bowl security \$5670

The bowl will be divided into four sections; two deputies will be posted at each section to handle seating up and seating down. There will be one deputy posted at the Green Monster on levels 4 and 3 as overlook. One deputy will be dedicated to the Sound Mix Engineer to assist with securing the area as well as liaising with supervisors in the event of an emergency.

Prior to the start of the concert, deputies scheduled for bowl security will be divided between posts throughout stadium/concourse/entrances as well as in the bowl to maintain LE presence while attendees enter. Once concert starts, posts inside the bowl will start.

Four concession/concourse deputies will be posted at the queue lines while waiting for gates to open then at each of the openings while crowds are brought in prior to the start of the concert.

Bomb Sweeps:

4 Bomb Technicians & 4 K-9 Handlers 1200 start for all

2 teams will work 1200-1600 \$1120

2 teams will work 1200-0000 \$3360

The 4 teams will handle all of the pre-event sweeps. From there, 2 of the teams will remain on site through the end of the concert to handle any other additional sweeps.

Estimated cost based on times listed: \$37,382.00

jjh

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?)	N/A. LCSO, FD AND LCEMS AS WELL AS PRIVATE SECURITY ON SITE THROUGHOUT EVENT.
Fee for Services:	INVOICE SENT (25-2892-584)
Flammable Vegetation:	N/A
First Aid Equipment:	EMS AND FD ON SCENE THROUGHOUT EVENT
Fire Extinguishing:	FIRE EXTINGUISHERS FOR STAGE AND ANY ON FIELD CONCESSIONS TO BE MOUNTED PER CODE AND IN DATE FOR INSPECTION. THIS WILL BE INSPECTED DAY OF EVENT
Special Arrangements:	FOR ANY OPERATIONAL NEEDS PLEASE CONTACT ASSISTANT CHIEF BOLLEN AT 239-872-2774. FIRE INSPECTION TO OCCUR ON DAY OF EVENT NO LATER THAN 12:00 NOON. ALL EXTINGUISHERS, SIGNAGE, EGRESS COMPONENTS MUST BE IN PLACE AND COMPLETE BY THIS TIME.

Print Name: Nate Burley

Signature: Nate Burley

Digitally signed by Nate Burley
Date: 2025.05.07 09:07:16 -04'00'

Title: Division Chief - Fire & Life Safety

Date: MAY 7, 2025

INVOICE 25-2892-584

Re: SPECIAL EVENT PERMIT
LUKE BRYAN CONCERT
6/14/2025
JET BLUE STADIUM

To: BOSTON RED SOX
c/o: SHAWN SMITH
11500 FENWAY SOUTH DR,
FORT MYERS, FL, 33913-8671

Invoice Date: 04/15/2025

Due By: 05/15/2025



SOUTH TRAIL FIRE & RESCUE DISTRICT
C/O FIRE RECOVERY USA, LLC
P.O. BOX 935667
ATLANTA, GA 31193-5667

The South Trail Fire & Rescue District is committed to reducing risk and creating a fire-safe community and workplace. In keeping with this commitment, there has been or shall be activity related to your property/occupancy/permit/project involving the Fire and Life Safety Division to ensure you are in compliance with the current edition of the Florida Fire Prevention Code and local amendments. This activity has triggered the fee(s) set forth below per the current South Trail Fire & Rescue District Fee Schedule.

Your payment is due now, but must be received by 05/15/2025 to avoid a 1% late fee.

You may pay by credit card or e-check by visiting our secured site at: <https://theinspectionhub.com//9vtb0cka> You may also pay by check (do not mail cash). Make your check payable to: "South Trail Fire & Rescue District" To ensure the accurate posting of your payment, note your invoice number on your check, detach the payment slip provided below, and mail it to the PO Box listed on the payment slip.

South Trail Fire & Rescue District selected Fire Recovery USA, LLC to help automate the billing and payment process.

If any of your business contact information needs to be updated, or if you would like to provide additional information, such as an email address, or just have a question or concern you may contact us by e-mail at inspections@firerecoveryusa.com or by phone at (888) 650 5320.



**SOUTH TRAIL FIRE PROTECTION
& RESCUE SERVICE DISTRICT**
Established 1965

"Compassion, Commitment, Courage"

05/07/25

JETBLUE PARK
11500 FENWAY SOUTH DR
FORT MYERS, FL 33913

Inspection # 66285

Inspection Type: Special Event Permit

Property #: 3541

Occupancy Type: Assembly

Inspection History

Inspection Date	Status	Inspected By
05/07/25	No Violations Found	Inspector BURLEY

Inspection Remarks

SPECIAL EVENT: LUKE BRYAN CONCERT

DATE/TIMES: JUNE 14 2:00PM-10:30PM

EST. ATTENDANCE: 17,000

REVIEWED SPECIAL EVENT PERMIT. REQUIRED 4 PERSONNEL TO WORK DETAIL WITH LCEMS.
LCEMS TO HANDLE INCIDENT COMMAND

INSPECTION FOR EVENT TO TAKE PLACE NO CLOSER TO PARKING LOT OPENING THAT 2 HOURS
(12:00 PM). ALL INSPECTABLE ITEMS WILL NEED TO BE COMPLETELY SET UP READY FOR
INSPECTION SUCH AS STAGE, EGRESS COMPONENTS, SIGNAGE, ETC.

FEE: INVOICE SENT (25-2892-584)

SIGN OFF COMPLETED AND ATTACHED TO INSPECTION REPORT ALONG WITH EVENT DETAILS.
5/7/2025 9:03 AM, BURLEY NATHANIEL

SOUTH TRAIL FIRE PROTECTION & RESCUE SERVICE DISTRICT *"Compassion, Commitment, Courage"*



NATE BURLEY
Division Chief/Fire Marshal
Cell: (239) 464-1635
Office: (239) 482-8030
NBurley@southtrailfire.org

Inspector BURLEY

Invoice № 25-2892-584

SPECIAL EVENT PERMIT
LUKE BRYAN CONCERT
6/14/2025

JET BLUE STADIUM

Invoice Date: 2025-04-15

Total Due Upon Receipt:

\$3,164.00

Enclosed:

Please make checks payable to:

SOUTH TRAIL FIRE & RESCUE DISTRICT
C/O FIRE RECOVERY USA, LLC
P.O. BOX 935667
ATLANTA, GA 31193-5667

02892049833700316400

(If paying by check please cut on the dotted line and enclose with your check)

Type	Detail	Total
Permit	SPECIAL EVENT-PLAN REVIEW TYPE II	\$200.00
Permit	SPECIAL EVENT-INSPECTION CLASS B	\$175.00
Permit	SPECIAL EVENT-INSPECTION AFTER HOURS	\$369.00
Fee	SPECIAL EVENT-INSPECTION STAGE	\$125.00
Fee	APPARATUS STAND-BY ATV X 9 HRS	\$135.00
Fee	OPERATIONAL PERSONNEL RATES 4 PERSONNEL \$60.00 PER PERSON PER HOUR FOR 9 HRS 2:30PM-11:30PM	\$2,160.00

Total Due: \$3,164.00

*There will be a fee of \$35 for all returned NSF checks, e-checks or credit card payments

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
- ☒ 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.

Treatment Facilities:

As noted in the Life Safety Plan provided by the applicant, Lee County EMS will establish and maintain a treatment, triage & transport (T3) tent in the bullpen of JetBlue Park, along with a Unified Command Post staffed by 1 LCSO, 1 LCEMS, STFD and Red Sox personnel.

Medical Personnel:

2 x STFD crews, 2 x EMS Supervisors, 2 x ambulance w/staff, 2 x mini-ambulances (carts) w/staff, and 1 x separate EMS crew to staff the T3. Additional staff may be added as the plan continues to be developed and adjusted.

Medical Supplies / Equipment:

Provided by LCEMS and STFD. The T3 tent will need power from an event electrical generator.

Safety Requirements:

Applicants shall follow all CDC and FDOH directives, and the Florida Governor's Executive Orders concerning health and safety. It is imperative that the event staff follow the Life Safety Plan and communicate with the Unified Command established by LCEMS, STFD, LCSO.

Fee for Services

This estimate is solely for LCEMS services. STFD and LCSO will have separate invoices. It is based on the above resources (listed in the Medical Personnel section). It is estimated that EMS coverage will be from 4:00PM until 10:30PM with an additional hour for set-up and take down. Ambulances = \$100.00/hour, Supervisors = \$40.00/hour, Mini-ambulances = \$80.00/hour, and additional crew = \$80.00/hour. ESTIMATED TOTAL = \$520.00 x 7.5 hours = \$3 900.00

Special Arrangements:

This LCEMS Event Permit application approval is contingent upon the ongoing and continuous cooperation between the applicant, LCEMS, and other Public Safety entities to ensure the safe and successful implementation of the applicant's Life Safety Evaluation & Emergency Management Plan. We look forward to working with your team.

Print Name: Douglas B. Higgins

Signature: Douglas B. Higgins

Digitally signed by Douglas B. Higgins
Date: 2025.04.15 17:29:02 -04'00'

Title: Captain, EMS Operations

Date: April 15, 2025

6/4/2025 email

* please see attached
Request for additional
28 hrs of EMS
coverage 4am-8am

Condomina, Amanda

From: Abes, Benjamin
Sent: Wednesday, June 4, 2025 7:37 AM
To: Brady, Christine; Condomina, Amanda
Cc: Mora, Marc
Subject: Fw: EMS needs to concert build days

FYI — we'll be adding four more days, billable to LiveNation.

The show day alone is another 28 hours of EMS coverage from 4 a.m. to 8 a.m. the following day.

We can cover, but this wasn't disclosed before this weekend.

Ben



Benjamin Abes | Director
Public Safety
office: (239) 533-3911
email: benjamin.abes@leegov.com

From: Corujo, Adrian <ACorujo@leegov.com>
Sent: Monday, June 2, 2025 9:08 AM
To: Abes, Benjamin <Benjamin.Abes@leegov.com>
Cc: DiCicco, Paul <PDiCicco@leegov.com>
Subject: FW: EMS needs to concert build days

Ben,

I am going to be working with STFD today to get some assistance on this. The first notice of this extensive coverage requirement for the concert was on 5/30. During initial discussions and requests from the Red Sox, there was no mention of EMS coverage for the stage buildout.

I wanted to bring this to your attention in case you are involved in any discussions regarding the concert.

Thank you,

Adrian



2000 Main Street Suite 100, Fort Myers, FL 33901

office: (239) 533-3915

cell: (239) 470-1569

email: acorujo@leegov.com

web: www.leegov.com

Connect With Us On Social Media



From: Suhas Vishwa <SahasVishwa@LiveNation.com>

Sent: Saturday, May 31, 2025 6:44 PM

To: Mike Marchetti <MikeMarchetti@LiveNation.com>; Whitley, Brennan <bwhitley@redsox.com>; Corujo, Adrian <ACorujo@leegov.com>

Cc: Aisling Mehigan <AislingMehigan@LiveNation.com>

Subject: Re: EMS needs to concert build days

Caution: This email originated from an external source. Be cautious of attachments and links, and do not provide login information. Report suspicious activity to the Service Desk: servicedesk@leegov.com or 533-HELP.

Hi Adrian,

Want to make your team aware end times are tentative, those are times we plan to end. We may end earlier some days and later other days depending on how the build goes and what the weather is like.

Thanks!

Suhas Vishwa | Production Manager | Florida

☎: 203.321.5016

Email: SahasVishwa@LiveNation.com

215 NW 24th St., Suite 600 | Miami, FL 33127



From: Mike Marchetti <MikeMarchetti@LiveNation.com>

Sent: Saturday, May 31, 2025 5:44 PM

To: Suhas Vishwa <SahasVishwa@LiveNation.com>; Whitley, Brennan <bwhitley@redsox.com>; Corujo, Adrian <acorujo@leegov.com>

Cc: Aisling Mehigan <AislingMehigan@LiveNation.com>

Subject: RE: EMS needs to concert build days

I am comfortable with that

Mike Marchetti | VP Concert Production

Live Nation - New England

☎: (508) 331-7599 mobile

✉: 539 Washington Street | Boston, MA, USA | 02111

📧: mikemarchetti@livenation.com

From: Suhas Vishwa <SahasVishwa@LiveNation.com>

Sent: Friday, May 30, 2025 2:36 PM

To: Whitley, Brennan <bwhitley@redsox.com>; Corujo, Adrian <acorujo@leegov.com>

Cc: Mike Marchetti <MikeMarchetti@LiveNation.com>; Aisling Mehigan <AislingMehigan@LiveNation.com>

Subject: Re: EMS needs to concert build days

Plus Mike and Aisling for visibility

Suhas Vishwa | Production Manager | Florida

☎:: 203.321.5016

Email: SahasVishwa@LiveNation.com

215 NW 24th St., Suite 600 | Miami, FL 33127



From: Whitley, Brennan <bwhitley@redsox.com>

Sent: Friday, May 30, 2025 2:32 PM

To: Corujo, Adrian <acorujo@leegov.com>

Cc: Suhas Vishwa <SahasVishwa@LiveNation.com>

Subject: EMS needs to concert build days

[EXTERNAL]

Adrian,

Below are the times that EMS is required by Live Nation for stage build out days. They said they DO NOT need a dedicated ambulance, just a 2 person team with a dedicated area to treat people. They did mention that weather could impact the end times on some days. This can all be billed to the Red Sox. On show day, (June 14th) the below would be in addition to the units responsible for the public.

Please let me know if you have any questions.

Onsite POC will be Suhas Vishwa and he is CC'd here.

Wednesday, June 11, 2025

Start: 8:00 AM

End: 12:00 AM

Thursday, June 12, 2025

Start: 8:00 AM

End: 11:00 PM

Friday, June 13, 2025

Start: 8:00 AM

End: 2:00 AM

Saturday, June 14, 2025 - Sunday, June 15, 2025

Start: 4:00 AM - June 14th

End: 8:00 PM - June 15th

Thanks!

**Brennan Whitley**

Director, Florida Events and Operations | Boston Red Sox
JetBlue Park | 11500 Fenway South Drive | Fort Myers, FL 33913
Phone: (239) 226 - 4755
Email: bwhitley@redsox.com

Receive updates from Lee County Government by [subscribing to our newsletter](#)

Please note: Florida has a very broad public records law. Most written communications to or from County Employees and officials regarding County business are public records available to the public and media upon request. Your email communication may be subject to public disclosure.

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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:

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: 2025.05.02 13:02:39 -04'00'

Title: Project Manager

Date: 05/02/2025

Ennis, Audra

From: Thoman, Nathaniel
Sent: Wednesday, May 21, 2025 12:44 PM
To: Ennis, Audra
Subject: RE: Luke Bryan Concert- DOT Timing/Message Boards

These PMB's are deployed by our Traffic Ops dept., so our portion of the Special Event Permit needs no revision.

Please let me know if you have any questions.



Nathan Thoman | Project Manager

Dept. of Transportation / Traffic Engineering

Email: trafficengineering@leegov.com

o) 239-533-8594

o) 239-533-8537

From: Ennis, Audra <AEnnis@leegov.com>
Sent: Wednesday, May 21, 2025 10:22 AM
To: Thoman, Nathaniel <NThoman@leegov.com>
Subject: FW: Luke Bryan Concert- DOT Timing/Message Boards

FYI



Audra Ennis | Permitting and Regulatory Review Manager

Department of Community Development

1500 Monroe St, Fort Myers, FL 33901

office: (239) 533-8319

cell: (239) 565-8239

email: AEnnis@leegov.com

web: www.leegov.com/dcd

Connect With Us On Social Media



From: Smith, Shawn <shawnsmith@redsox.com>
Sent: Wednesday, May 21, 2025 10:15 AM
To: Ennis, Audra <AEnnis@leegov.com>; ext-Hillery, Jen (sheriffleefl.org) <jhillery@sheriffleefl.org>; Paul Cummins <pcummins@sheriffleefl.org>
Subject: FW: Luke Bryan Concert- DOT Timing/Message Boards

Caution: This email originated from an external source. Be cautious of attachments and links, and do not provide login information. Report suspicious activity to the Service Desk: servicedesk@leegov.com or 533-HELP.

FYI

From: Howell, Nina <NHowell@leegov.com>
Sent: Tuesday, May 20, 2025 3:17 PM
To: Whitley, Brennan <bwhitley@redsox.com>; Smith, Shawn <shawnsmith@redsox.com>
Cc: Padgett, Michael <MPadgett@leegov.com>
Subject: [EXTERNAL] Luke Bryan Concert- DOT Timing/Message Boards

CAUTION: This e-mail is from an external sender. Do not click on any links or open any attachments you were not expecting.

Good afternoon,

Just a quick update: We have scheduled the deployment of the portable message boards for the June 14th event. The timing will also be coordinated to support traffic flow coming and leaving the stadium. Below is the proposed message. Please let us know if there is anything else we can do to assist you.

The EB sign will read:

STADIUM LEFT LANE
THRU TRAFFIC RIGHT LANE

WB east of Gateway read:
STADIUM RIGHT LANE
THRU TRAFFIC
LEFT LANE
ALT ROUTE NEXT LEFT. (so, you can avoid the stadium area via Paul J Doherty)

Thank you,

Nina Howell
Traffic Operation Center Supervisor
Phone 239-533-5762
Email: LeeTrafficTOC@leegov.com



Connect With Us On Social Media



Please note: Florida has a very broad public records law. Most written communications to or from County Employees and officials regarding County business are public records available to the public and media upon request. Your email communication may be subject to public disclosure.

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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 - *Event will not be filmed per applicant*

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

Illumination:

All Illuminations must follow county ordinance and FAA regulations. Event organizer must provide their own temporary lighting as needed for safety during event setup and breakdown.

Parking Areas:

Event organizer is responsible to direct patrons to the designated parking locations. Organizers must work with on-site staff to ensure that vehicles do not block driveways and private roadways so emergency vehicles have clear access. Organizer must provide adequate staff/volunteers along with directional signage for the event.

Special Arrangements:

Event organizer is responsible to provide adequate staff/volunteers throughout the event for litter control and debris cleanup during and after the event. Work with Red Sox's staff and on-site park staff to designate the debris/trash collection area during and after the event.

The event organizer understands they are responsible to mitigate field turf damage. Should extensive or excessive damage occur, due to the event, event organizer will be responsible for all repair cost.

Participants and spectators must disperse and leave the park area to seek safe shelter in their vehicles during lightning alerts and threatening weather.

Print Name: Trever Snearley

Signature:

Title:

Countywide Service Manager

Date:

May 2, 2025

Jet Blue - Luke Bryan Country Music Concert
6/14/2025

Ennis, Audra

From: Snearley, Trever
Sent: Monday, May 19, 2025 2:55 PM
To: Smith, Shawn
Cc: Brooks, Joshua; Loomis, Kathleen; Ennis, Audra
Subject: RE: Luke Bryan Concert Permit Application: June 14, 2025
Attachments: Bryan Event Blank Permit and Fillable TS 11.pdf

No worries, It doesn't say anything else below the threatening weather statement.

Here is the unsigned version, you can see nothing else is written under that statement.

Let me know if you need anything else.

Thanks



Trever Snearley, CPRP | County Wide Services Manager

Lee County Parks and Recreation

3410 Palm Beach Blvd. Ft. Myers, Fl. 33916

cell: (239) 771-1079

email: tsnearley@leegov.com

web: www.leeparks.org

Connect With Us On Social Media



From: Smith, Shawn <shawnsmith@redsox.com>

Sent: Monday, May 19, 2025 2:00 PM

To: Snearley, Trever <TSnearley@leegov.com>

Cc: Brooks, Joshua <JBrooks2@leegov.com>; Loomis, Kathleen <LOOMISKA@leegov.com>; Ennis, Audra <AEnnis@leegov.com>

Subject: RE: Luke Bryan Concert Permit Application: June 14, 2025

Caution: This email originated from an external source. Be cautious of attachments and links, and do not provide login information. Report suspicious activity to the Service Desk: servicedesk@leegov.com or 533-HELP.

Trever,

Can you send me the full digital file of your approval page? The scanned version will not allow the County to fully read your comments.

Thank you!

Shawn

From: Snearley, Trever <TSnearley@leegov.com>
Sent: Monday, May 5, 2025 9:13 AM
To: Smith, Shawn <shawnsmith@redsox.com>
Cc: Brooks, Joshua <JBrooks2@leegov.com>; Loomis, Kathleen <LOOMISKA@leegov.com>
Subject: [EXTERNAL] FW: Luke Bryan Concert Permit Application: June 14, 2025

CAUTION: This e-mail is from an external sender. Do not click on any links or open any attachments you were not expecting.

Please see attached Parks and Recreation page and let me know if you have any questions.

Thanks



Trever Snearley, CPRP | East District Manager

Lee County Parks and Recreation

55 Homestead Rd. S. Lehigh Acres, FL 33936

office: (239) 533-7530

cell: (239) 771-1079

email: tsnearley@leegov.com

web: www.leeparks.org

Connect With Us On Social Media



From: Loomis, Kathleen <LOOMISKA@leegov.com>
Sent: Friday, May 2, 2025 1:15 PM
To: Snearley, Trever <TSnearley@leegov.com>
Cc: Brooks, Joshua <JBrooks2@leegov.com>
Subject: FW: Luke Bryan Concert Permit Application: June 14, 2025

Trever,
I didn't see your name on this. Are you the approving this or Josh?



Kathy Loomis / Deputy Director

Lee County Parks & Recreation

3410 Palm Beach Blvd. Ft. Myers, FL 33916

Cell: (239) 707-7033

Email: Loomiska@leegov.com

Web: www.leegov.com

Connect With Us On Social Media



From: Smith, Shawn <shawnsmith@redsox.com>

Sent: Wednesday, April 30, 2025 1:22 PM

To: RISK <RISK@leegov.com>; ext-Hillery, Jen (sheriffleefl.org) <jhillery@sheriffleefl.org>; Higgins, Douglas <DHiggins@leegov.com>; Thoman, Nathaniel <NThoman@leegov.com>; Price, Robert <RPrice@leegov.com>; Loomis, Kathleen <LOOMISKA@leegov.com>; Brooks, Joshua <JBrooks2@leegov.com>; Nate Burley <nburley@southtrailfirefl.gov>

Cc: Ennis, Audra <AEnnis@leegov.com>; Abes, Benjamin <Benjamin.Abes@leegov.com>

Subject: Luke Bryan Concert Permit Application: June 14, 2025

Caution: This email originated from an external source. Be cautious of attachments and links, and do not provide login information. Report suspicious activity to the Service Desk: servicedesk@leegov.com or 533-HELP.

Good afternoon everyone!

Attached, please find our completed permit application for the Luke Bryan Concert at jetBlue Park on Saturday, June 14, 2025.

Many of you have already seen many of these documents and have provided feedback to which we greatly appreciate your timely and careful considerations.

Please let me know if you have any questions.

Thank you!

Shawn



Shawn H.P. Smith (he/him/his)
General Manager, Florida Operations
Email shawnsmith@redsox.com
Web www.redsox.com
Boston Red Sox
jetBlue Park
11500 Fenway South Drive
Fort Myers, FL 33913



UNITED



Receive updates from Lee County Government by [subscribing to our newsletter](#)

Please note: Florida has a very broad public records law. Most written communications to or from County Employees and officials regarding County business are public records available to the public and media upon request. Your email communication may be subject to public disclosure.

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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:

- ☒ 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.

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:

April 3, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2025

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 NFP Property & Casualty Services, Inc. 45 Executive Drive Plainview NY 11803		CONTACT NAME: PHONE (A/C, No, Ext): 516-327-2700 FAX (A/C, No): 516-327-2800 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Starr Indemnity & Liability Company	38318
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED
Boston Red Sox Baseball Club Limited Partnership
11500 Fenway South Drive
Fort Meyers, FL 33913

BOSTRED-01

COVERAGES

CERTIFICATE NUMBER: 1279496340

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: MLB Club	Y	Y	1000100208251	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are Additional Insureds as required by written contract with respect to liability caused by the negligent acts or omissions of the Named Insured, but only with respect to the Luke Bryan Concert at JetBlue Park on June 14th.

Primary and Non-Contributory coverage is afforded to the Certificate Holder as required by written contract or written agreement.

Waiver of Subrogation applies in favor of the Certificate Holder and all other applicable Additional Insureds as required by written contract or written agreement.

CERTIFICATE HOLDER**CANCELLATION**

OK 04/03/2025 Lee County, a political subdivision and Charter County of the State of Florida P.O. 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
--	---

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Luke Bryan Concert Permit Application



A large neon sign for Luke Bryan's 'Country Song Came On Tour'. The sign features the names 'LUKE' and 'BRYAN' in large, outlined letters. A blue neon guitar outline is positioned between the names, with the words 'COUNTRY SONG CAME ON' written inside the body of the guitar and 'TOUR' written along the neck. The sign is illuminated with red and blue light.

Parking Lots Open: 2PM
Gates/Doors: 4 PM
Show Time: 5:30 PM
Show Ends: 10:30 PM

SATURDAY JUNE 14
JETBLUE PARK AT FENWAY SOUTH
LIVENATION™








[illegible]

jetBlue Park

JETBLUE PARK – SECURITY & BAG POLICIES

– Clear Bags / Clutch Purses –

JETBLUE PARK CLEAR BAG POLICY

	
 CLEAR TOTE 12" X 12" X 6"	BACKPACK
 PLASTIC ZIP TOP BAG 1 GALLON - RE-SEALABLE - CLEAR	BINOCULARS CASE
 SMALL PURSE	CAMERA CASE
 CLUTCH	CLEAR BACKPACK
 WALLET	FANNY PACK
<small>APPROXIMATELY THE SIZE OF A HAND. NO LARGER THAN 6.5" X 4.5". MAY INCLUDE HANDLE OR STRAP.</small>	MESH BAG
	OVERSIZED TOTE BAG
	PATTERNED PLASTIC BAG
	PURSE
	TINTED PLASTIC BAG

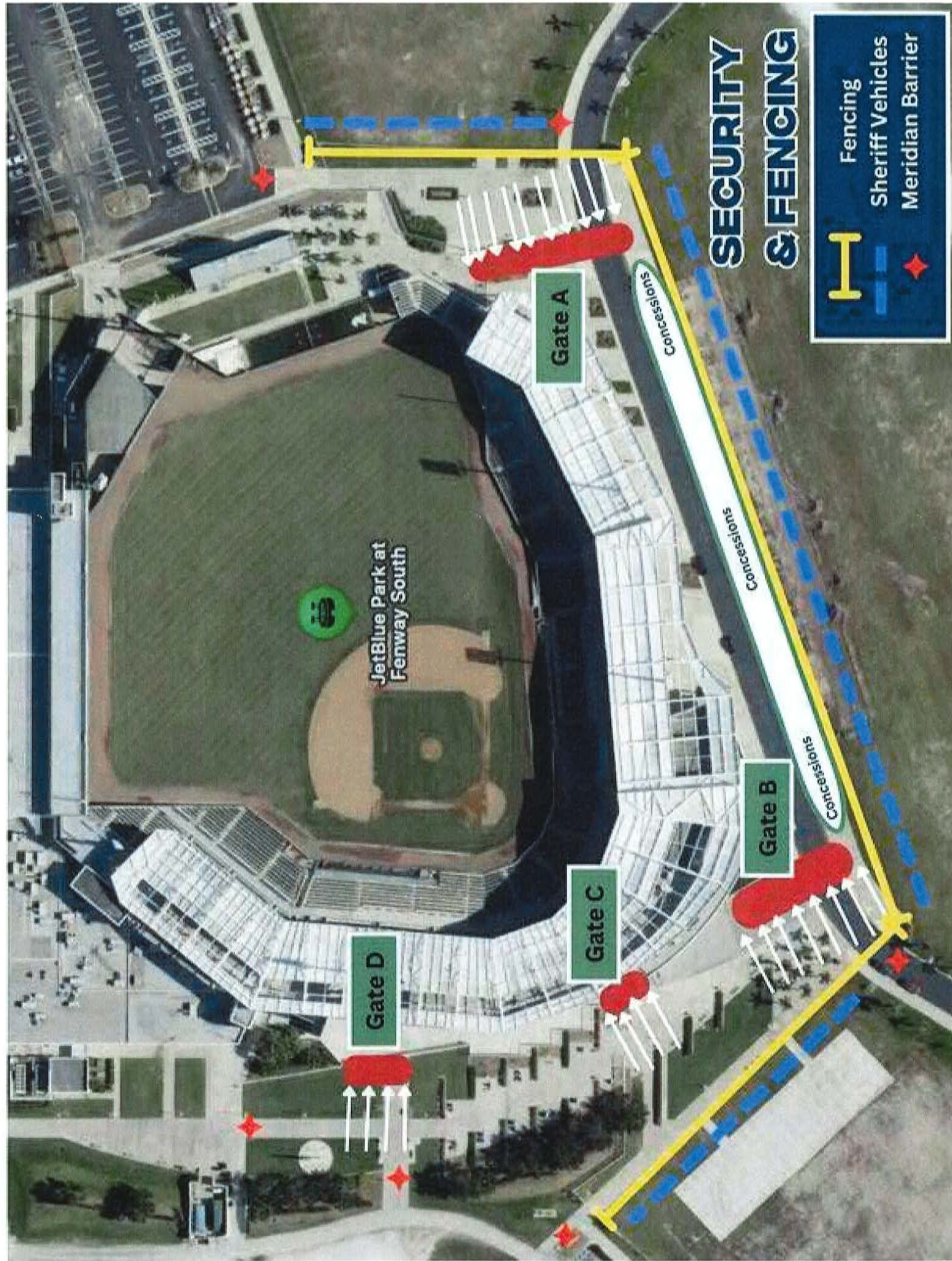
We invite fans to enter the Ballpark early, as metal detectors will be at the entry for all patrons. Fans are encouraged not to bring bags into the Ballpark. This would include backpacks, purses, briefcases, duffle bags, coolers, etc. Express Lines will be setup at each entrance for fans attending the event without any bags.

Those fans choosing to bring a bag to the Ballpark will be able to bring in the following:

- Bags that are clear plastic, vinyl or PVC and do not exceed 12" x 6" x 12".
- One-gallon clear plastic freezer bag (Ziploc bag or similar).
- Small clutch bags, with or without a handle or strap and does not exceed 4.5" x 6.5".
- Diaper bags (with child) after inspection.
- An exception will be made for medically necessary items that cannot fit into a clear bag, after proper inspection.

Fans will be asked to return non-approved bags or other prohibited items to their vehicle prior to Ballpark entry. There is no check-in location for prohibited bags or items at the Ballpark.

All media representatives with necessary bags and equipment must enter the Ballpark at the media entrance to have each item inspected and tagged prior to entering the Ballpark.



JetBlue Park at
Fenway South

Gate A

Gate B

Gate C

Gate D

Concessions

Concessions

Concessions

SECURITY & FENCING

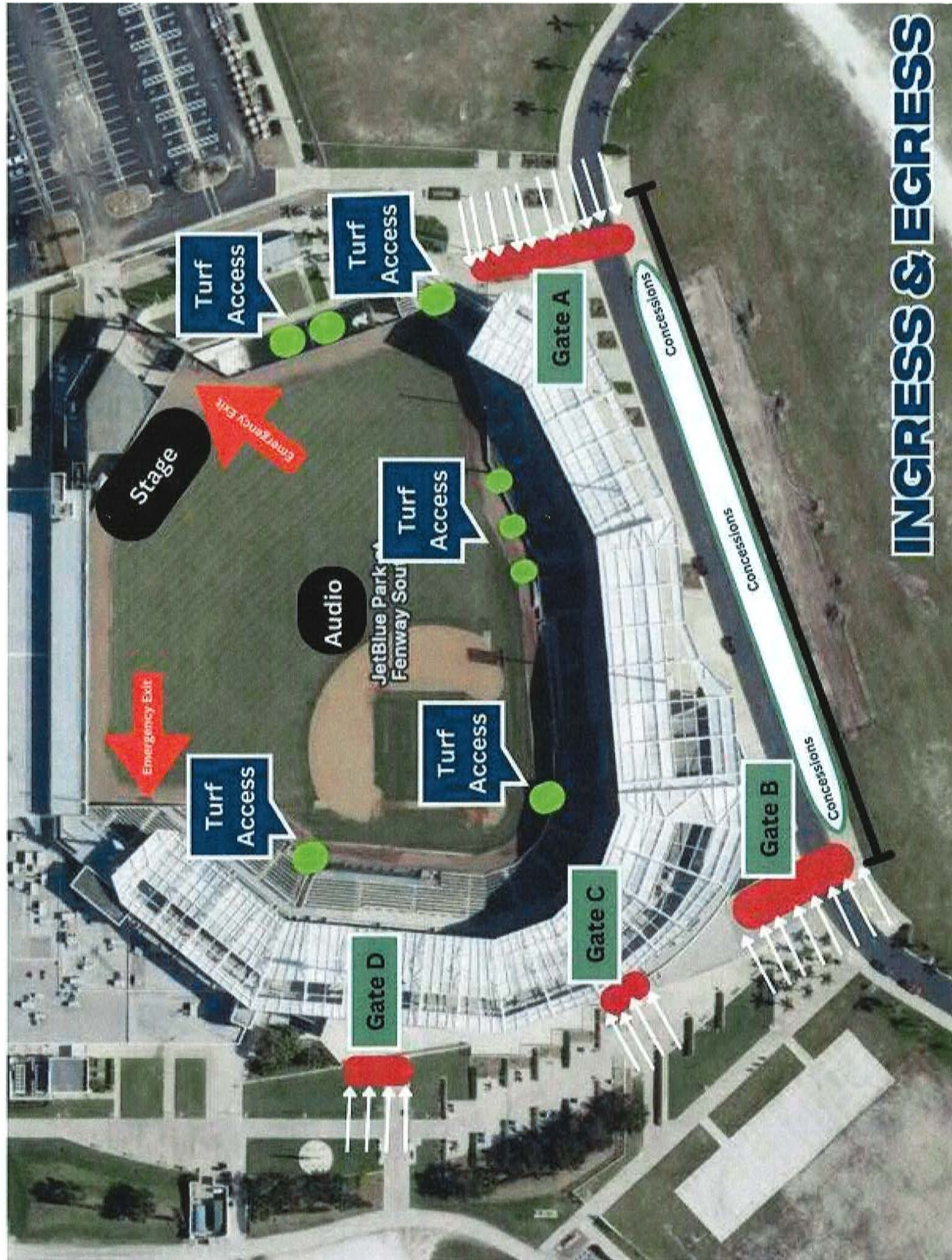


Fencing
Sheriff Vehicles
Meridian Barrier

“TURF” SEATING

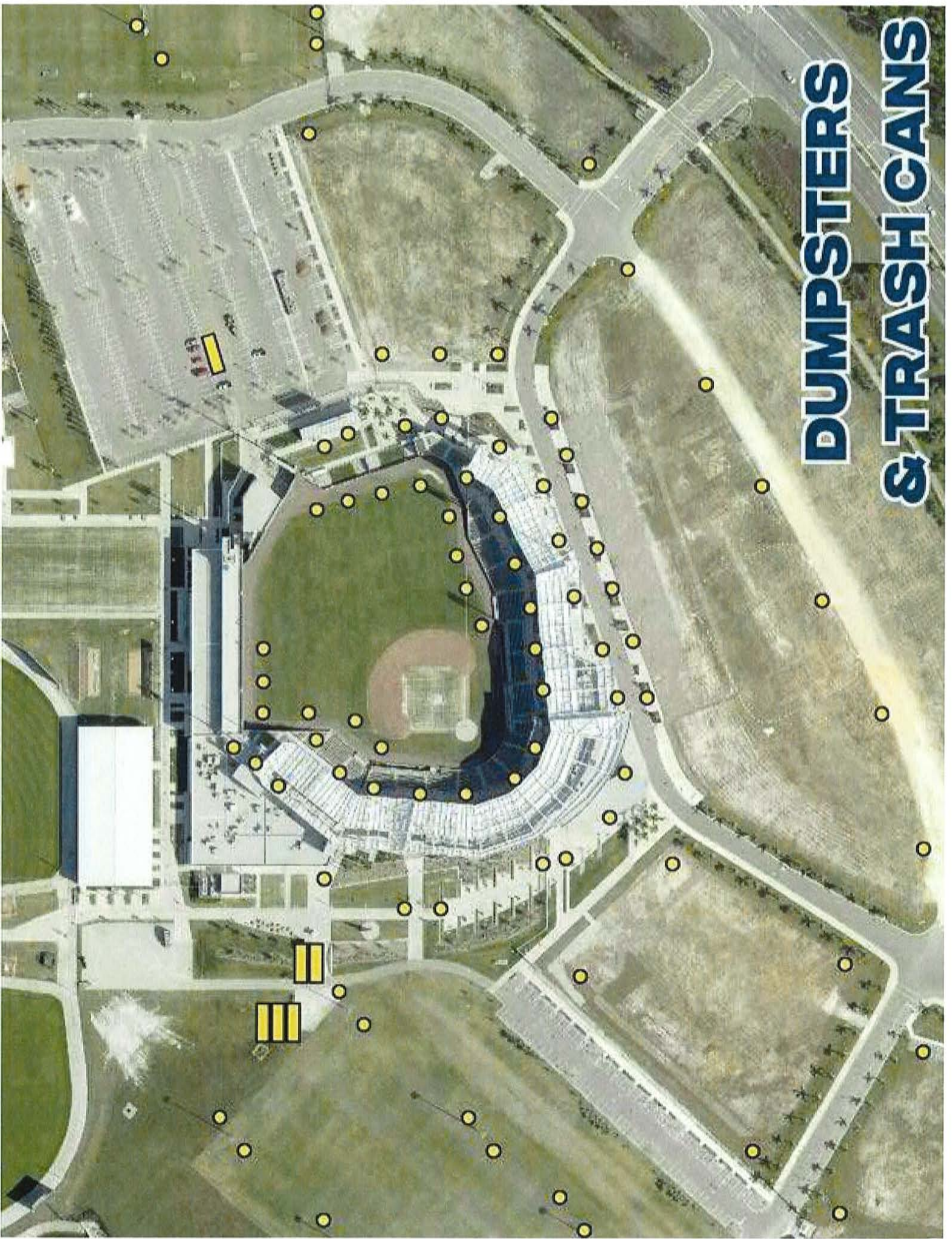


Hand Stamp: **Green**

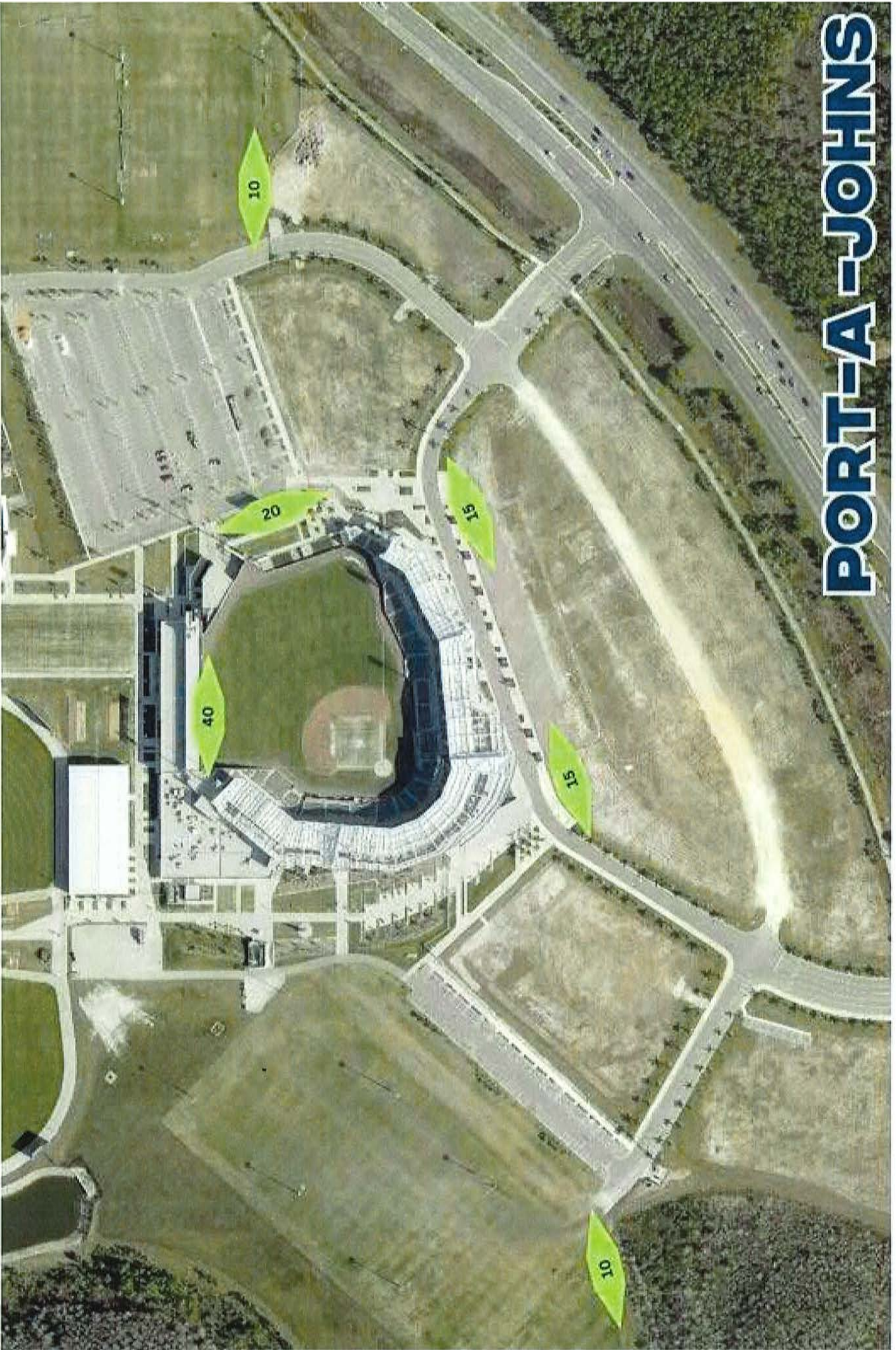


INGRESS & EGRESS

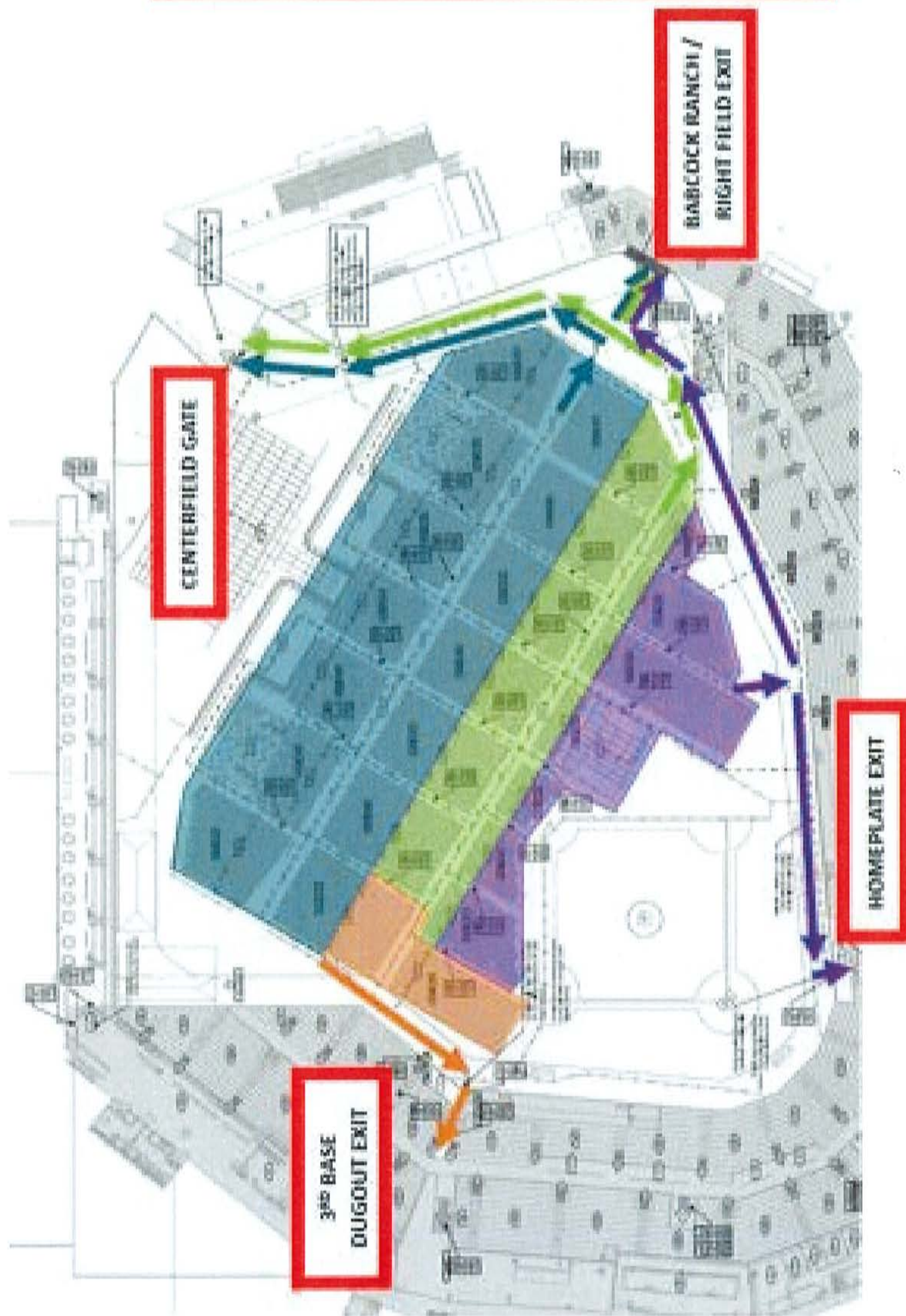
DUMPSTERS & TRASH CANS



PORT-A-JOHN'S



NON-WEATHER EMERGENCY





WEATHER EVACUATION

ALL CLEAR
-1 EXTENDED HORN -
WIND GUSTS UNDER 20 MPH
LIGHTNING BEYOND 12 MILE RADIUS

WATCH
-2 HORN BLAST -
WIND GUSTS OVER 20 MPH
LIGHTNING WITHIN 12 MILE RADIUS

WARNING
-3 HORN BLAST -
WIND GUSTS OF 25 MPH
LIGHTNING 10 MILE RADIUS
30 MINUTES BETWEEN STRIKES
WIDESPREAD

WHEN SUSTAINED WIND GUSTS ARE LESS THAN 20 MPH:
1. NO WEATHER EVACUATION
2. MONITOR WEATHER CONDITIONS

WHEN SUSTAINED WIND GUSTS EXCEED 20 MPH:
1. DEPARTED PASSENGERS ARE PUT ON ALERT
AND INFO PROVIDED

WHEN SUSTAINED WIND GUSTS EXCEED 25 MPH:
1. ALL PASSENGERS ARE PUT ON ALERT
AND INFO PROVIDED

WHEN SUSTAINED WIND GUSTS EXCEED 30 MPH:
1. ALL PASSENGERS ARE PUT ON ALERT
AND INFO PROVIDED
2. ALL PASSENGERS ARE PUT ON ALERT
AND INFO PROVIDED
3. ALL PASSENGERS ARE PUT ON ALERT
AND INFO PROVIDED
4. ALL PASSENGERS ARE PUT ON ALERT
AND INFO PROVIDED

WHEN SUSTAINED WIND GUSTS EXCEED 40 MPH:
1. ALL PASSENGERS ARE PUT ON ALERT
AND INFO PROVIDED
2. ALL PASSENGERS ARE PUT ON ALERT
AND INFO PROVIDED
3. ALL PASSENGERS ARE PUT ON ALERT
AND INFO PROVIDED
4. ALL PASSENGERS ARE PUT ON ALERT
AND INFO PROVIDED

2022 AccuWeather SkyGuard Training for Live News

General Support

- Live News Check for AccuWeather.com for all schedule-related questions
- 316-266-8000 to speak with a meteorologist
- AccuWeather.com to ask a question about the service or to provide feedback

AccuWeather For Business

2022 AccuWeather SkyGuard Training for Live News

Live Meteorologist Consultation (3/4)

Here are a few recommended questions to use:

- "What's the forecast for this afternoon? Our doors open at ____"
- "What are the chances of a thunderstorm around ____?"
- "When do you think that thunderstorms will end for the evening?"
- "What hazards are thunderstorms likely to produce? Wind? Hail? Tornadoes?"
- "Are thunderstorms going to be pop-ups or will we see them coming?"

2022 AccuWeather SkyGuard Training for Live News

Warning Criteria

- SkyGuard Tornado Warning:** Issued ~20min before tornado enters 5mi radius of venue
- SkyGuard Wind Warning:** Issued ~20min before wind speeds reach 30mph
- SkyGuard Lightning Warning:** Issued ~20min before lightning strikes within 8mi of a venue (a change from 10mi in 2021)
- SkyGuard Rain Warning:** Issued ~20min before measurable rainfall begins at the venue
- SkyGuard Flash Flood Warning:** Issued with dynamic lead time for flash flood conditions

2022 AccuWeather SkyGuard Training for Live News

Weather Hazard	Lead Time	Alert Type	Alert Message	Alert Sound	Alert Color	Alert Icon
Tornado	~20min	Warning	SkyGuard Tornado Warning: Issued ~20min before tornado enters 5mi radius of venue	7-T	Red	Tornado
Wind	~20min	Warning	SkyGuard Wind Warning: Issued ~20min before wind speeds reach 30mph	7-W	Yellow	Wind
Lightning	~20min	Warning	SkyGuard Lightning Warning: Issued ~20min before lightning strikes within 8mi of a venue (a change from 10mi in 2021)	7-L	Yellow	Lightning
Rain	~20min	Warning	SkyGuard Rain Warning: Issued ~20min before measurable rainfall begins at the venue	7-R	Blue	Rain
Flash Flood	Dynamic	Warning	SkyGuard Flash Flood Warning: Issued with dynamic lead time for flash flood conditions	7-FF	Blue	Flash Flood

ALL CLEAR

• 1 EXTENDED HORN •

WIND GUSTS UNDER 20 MPH
LIGHTNING BEYOND 12 MILE RADIUS

WATCH

• 2 HORN BLAST •

WIND GUSTS OVER 20 MPH
LIGHTNING WITHIN 12 MILE RADIUS

WARNING

• 3 HORN BLAST •

WIND GUSTS OF 25 MPH
LIGHTNING 10 MILE RADIUS
30 MINUTES BETWEEN STRIKES
WORK STOPS

WHEN SUSTAINED WIND GUSTS ARE LESS THAN 20 MPH:

- 1 - MONITOR WEATHER CONDITIONS.
- 2 - PRACTICE GENERAL SAFETY PRECAUTIONS.

WHEN SUSTAINED WIND GUSTS EXCEED 20 MPH:

- 1 - DESIGNATED PERSONNEL ARE PUT ON ALERT
AND INTO POSITION.

WHEN SUSTAINED WIND GUSTS EXCEED 25 MPH:

- 1 - ALL PERSONNEL EVACUATED FROM THE ROOF.

WHEN SUSTAINED WIND GUSTS EXCEED 30 MPH:

- 1 - EVALUATE THE NEED TO EVACUATE
ARTIST AND CREW FROM STAGE.
- 2 - ALL SIDEWALL SCRIMS SHALL
BE LOWERED OR REMOVED.
- 3 - LOWER SPEAKER ARRAYS AND VIDEO WALLS
TO GROUND OR STAGE AND SECURE.

WHEN SUSTAINED WIND GUSTS EXCEED 40 MPH:

- 1 - EVACUATE ARTISTS AND CREW
FROM THE STAGE.
- 2 - ALL SHOW OPERATIONS SUSPENDED AND
GENERAL PUBLIC EVACUATED FROM STAGE AREA
(2X THE ROOF HEIGHT).

General Support

- LiveNationSchedule@AccuWeather.com for all schedule-related questions
- 316-266-8000 to speak with a meteorologist
- AFBSupport@AccuWeather.com to ask a question about the service or to provide feedback



Live Meteorologist Consultation ^(3/4)

Here are a few recommended questions to use:

- “What’s the forecast for this afternoon? Our doors open at ____.”
- “What are the changes of a thunderstorm around ____?”
- “When do you think that thunderstorms will end for the evening?”
- “What hazards are thunderstorms likely to produce? Wind? Hail? Tornadoes?”
- “Are thunderstorms going to be pop-ups or will we see them coming?”

Warning Criteria

- **SkyGuard Tornado Warning:** Issued ~20min before tornado enters 5mi radius of venue
- **SkyGuard Wind Warning:** Issued ~20min before wind speeds reach 30mph
- **SkyGuard Lightning Warning:** Issued ~20min before lightning strikes within 8mi of a venue (a change from 10mi in 2021)
- **SkyGuard Rain Warning:** Issued ~20min before measurable rainfall begins at the venue
- **SkyGuard Flash Flood Warning:** Issued with dynamic lead time for flash flood conditions



EMERGENCY SITUATION ANNOUNCEMENT

1

WEATHER EMERGENCY - ADVISORY TO MOVE OUT OF OPEN AIR SECTORS
EVACUATION OF FIELD AND OPEN AIR NECESSARY
 Note to announcer: TONIGHT'S PERFORMANCE WILL BE CANCELLED. DO NOT MENTION ANYTHING ABOUT SEATING LOCATIONS OR SEATING ARRANGEMENTS INSIDE THE STADIUM.
 DO NOT USE THE WORDS "TORNADO" OR "TORNADOES"

May I have your attention please... May I have your attention please...
 Ladies and Gentlemen, may I have your attention please...
 Due to pending weather conditions, there will be a delay in tonight's performance.
 All fans must leave the field seating and open air seating sections and seek shelter inside the stadium concourse immediately.
 Please take time to assemble all members of your party and calmly proceed inside to the stadium concourse.
 Please pay close attention to the event staff who will be directing you to the nearest exit and await further instruction regarding tonight's performance.
 Please remain calm and proceed in an orderly manner inside the stadium concourse.
 We apologize for this inconvenience. Please await further instruction from the event staff.

This announcement may be repeated and modified by the JetBlue Park Command Center



EMERGENCY SITUATION ANNOUNCEMENT

2

WEATHER EMERGENCY - EVACUATION OF ALL PATRONS
FULL EVACUATION NECESSARY
 Note to announcer: TONIGHT'S PERFORMANCE WILL BE CANCELLED. DO NOT MENTION ANYTHING ABOUT SEATING LOCATIONS OR SEATING ARRANGEMENTS INSIDE THE STADIUM.
 DO NOT USE THE WORDS "TORNADO" OR "TORNADOES"

May I have your attention please... May I have your attention please...
 Ladies and Gentlemen, may I have your attention please...
 Due to pending weather conditions, tonight's performance will be cancelled.
 All fans must leave their seats and seek shelter inside the stadium concourse immediately.
 Please take time to assemble all members of your party and calmly proceed inside to the stadium concourse.
 Please pay close attention to the event staff in your area who will be directing you and exit the stadium as instructed.
 Please remain calm and orderly as you exit the stadium.
 We apologize for this inconvenience; please listen to the event staff's further instructions on exiting the stadium.

This announcement may be repeated and modified by the JetBlue Park Command Center



EMERGENCY SITUATION ANNOUNCEMENT

3

PUBLIC SAFETY EMERGENCY - EVACUATION OF ALL PATRONS
FULL EVACUATION NECESSARY
 Note to announcer: TONIGHT'S PERFORMANCE WILL BE CANCELLED. DO NOT MENTION ANYTHING ABOUT SEATING LOCATIONS OR SEATING ARRANGEMENTS INSIDE THE STADIUM.
 DO NOT USE WORDS SUCH AS "ACTIVE SHOOTER", "BOMB", "SHOOTING", AND "ATTACK".

May I have your attention please... May I have your attention please...
 Ladies and Gentlemen, may I have your attention please...
 An emergency has been detected inside the building and tonight's performance will be cancelled.
 For your safety, it is necessary for all fans to evacuate the stadium immediately. Please proceed in a calm and orderly manner to your nearest exit.
 Please look for event staff in your area who will be directing you and exit the stadium as instructed.
 It is important that everyone remain calm. Please keep all members of your party together and proceed calmly to your nearest exit.
 Event staff in your area will be directing you and exit the stadium as instructed.
 Again... We need all fans to please evacuate the stadium immediately at this time. Please proceed to your closest exit gate.

This announcement may be repeated and modified by the JetBlue Park Command Center



EMERGENCY SITUATION ANNOUNCEMENT

1

WEATHER EMERGENCY – ADVISORY TO MOVE OUT OF OPEN AIR TO SHELTER

EVACUATION OF FIELD AND OPEN AIR NECESSARY

Note to announcer: THIS EVENT IS NOT CANCELLED; DO NOT MENTION ANYTHING ABOUT A SHOW CANCELLATION.

DO NOT USE WORDS SUCH AS TORNADO OR THUNDERSTORM!

**May I have your attention please... May I have your attention please...
Ladies and Gentlemen, may I have your attention please...**

Due to pending weather conditions, there will be a delay in tonight's performance.

All fans must leave the field seating and open air seating sections and seek shelter inside the stadium concourse immediately.

Please take time to assemble all members of your party and calmly proceed inside to the stadium concourse.

Please pay close attention to the event staff who will be directing you to the nearest exit and await further instruction regarding tonight's performance.

Please remain calm and proceed in an orderly manner inside the stadium concourse.

We apologize for this inconvenience. Please await further instruction from the event staff.

This announcement may be repeated until notified by the jetBlue Park Command Center



EMERGENCY SITUATION ANNOUNCEMENT

2

WEATHER EMERGENCY – EVACUATION OF ALL PATRONS

FULL EVACUATION NECESSARY

Note to announcer: TONIGHT'S PERFORMANCE WILL BE CANCELLED; DO NOT MENTION ANYTHING ABOUT REFUNDS; FOCUS ON KEEPING PATRONS CALM AND EVACUATING THE STADIUM.

DO NOT USE THE WORDS TORNADO OR THUNDERSTORM

May I have your attention please... May I have your attention please...

Ladies and Gentlemen, may I have your attention please...

Due to pending weather conditions, tonight's performance will be cancelled.

All fans must leave their seats and seek shelter inside the stadium concourse immediately.

Please take time to assemble all members of your party and calmly proceed inside to the stadium concourse.

Please pay close attention to the event staff in your area who will be directing you and exit the stadium as instructed.

Please remain calm and orderly as you exit the stadium.

We apologize for this inconvenience; please listen to the event staffs further instructions on exiting the stadium.

This announcement may be repeated until notified by the jetBlue Park Command Center



EMERGENCY SITUATION ANNOUNCEMENT

3

PUBLIC SAFETY EMERGENCY – EVACUATION OF ALL PATRONS

FULL EVACUATION NECESSARY

Note to announcer: TONIGHT'S PERFORMANCE WILL BE CANCELLED; DO NOT MENTION ANYTHING ABOUT REFUNDS; FOCUS ON KEEPING PATRONS CALM AND EVACUATING THE STADIUM.

DO NOT USE WORDS SUCH AS, "ACTIVE SHOOTER", "BOMB", "SHOOTING", AND "ATTACK".

May I have your attention please... May I have your attention please...

Ladies and Gentlemen, may I have your attention please...

An emergency has been detected inside the building and tonight's performance will be cancelled.

For your safety, it is necessary for all fans to evacuate the stadium immediately. Please proceed in a calm and orderly manner to your nearest exit.

Please look for event staff in your area who will be directing you and exit the stadium as instructed.

It is important that everyone remain calm. Please keep all members of your party together and proceed calmly to your nearest exit.

Event staff in your area will be directing you and exit the stadium as instructed.

Again... We need all fans to please evacuate the stadium immediately at this time. Please proceed to your closest exit gate.

This announcement may be repeated until notified by the jetBlue Park Command Center



PARKING FLOW AT jBP



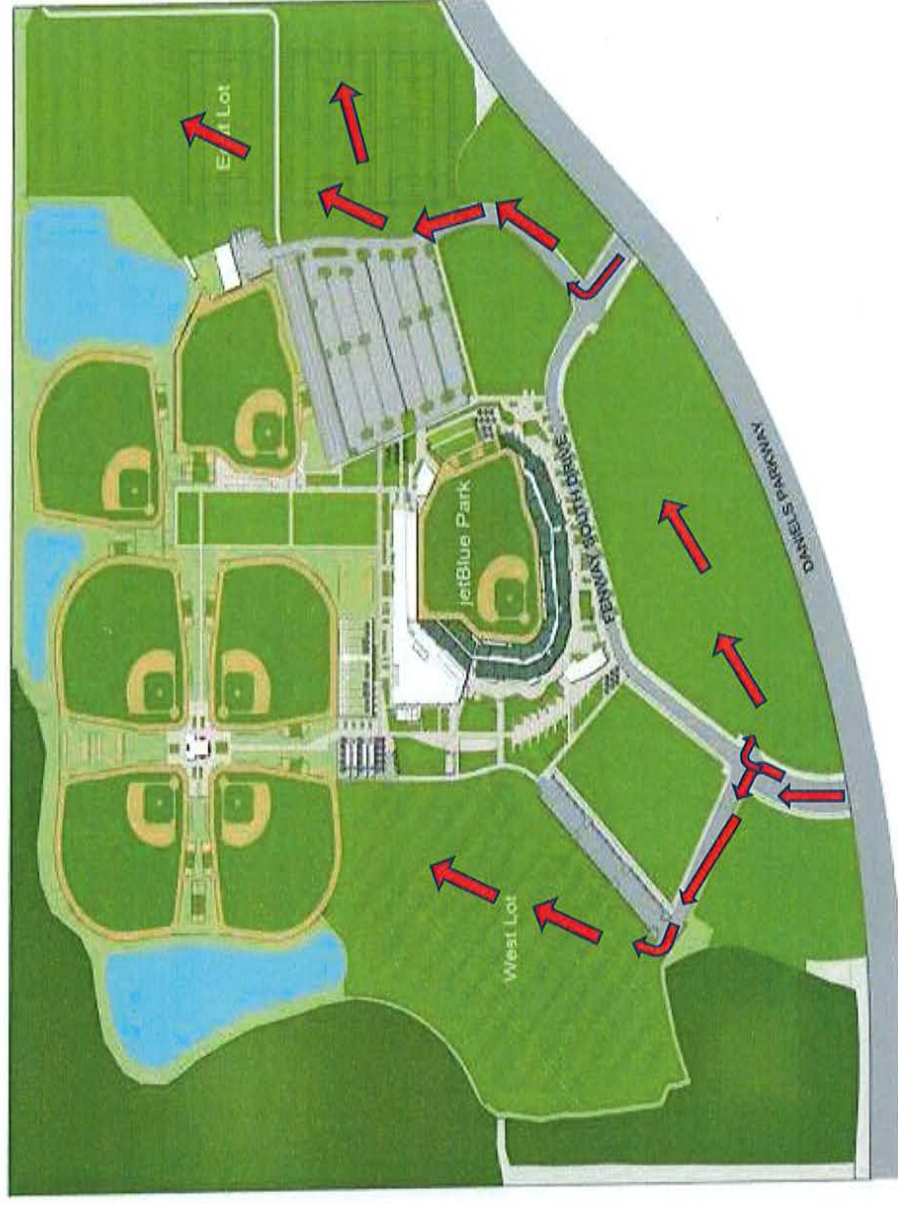
Directions to JetBlue Park

From North on I-75:

- Take Exit 131: Daniels Parkway
- Turn left onto Daniels Parkway
- JetBlue Park will be 2 miles down the road on the left.

From South on I-75:

- Take Exit 131: Daniels Parkway
- Turn right onto Daniels Parkway
- JetBlue Park will be 2 miles down the road on the left.





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Jason Wade, Principal
Gateway Charter Elementary School
12850 Commonwealth Drive
Fort Myers, FL 33913

As a reminder, on Saturday, June 14, 2025, JetBlue Park, located at 11500 Fenway South Drive, will be hosting a country music festival featuring superstar Luke Bryan.

We would like to take this opportunity to thank you for choosing to operate your parking lots so your organization can participate in helping provide a parking solution for the event attendees, while generating revenue for your school.

- **Address(es):** 12850 Commonwealth Drive
- **Approximate Spaces:** 150

Here are some additional updates.

- **Event Date:** Saturday, June 14, 2025
- **Time(s):** JBP Parking Opens: 2 PM
Doors Open: 4 PM
Show Begins 5:30 PM
- **Revenue:** Your organization will keep 100% of the parking revenue received from the parking lots on your property
- **Staffing:** Gateway Charter Elementary School will staff the lot(s) as they deem appropriate
- **Insurance:** Gateway Charter Elementary School will utilize their own insurance
- **Cleaning:** Gateway Charter Elementary School will be responsible for cleaning their own property

Please confirm the information above via your signature below.

Thank you!

Shawn H.P. Smith
General Manager, Florida Operations

Jason Wade
Principal



1903 1912 1915 1916 1918 2004 2007 2013 2018

Amber Jensen, Principal
Gateway Charter High School
12850 Commonwealth Drive
Fort Myers, FL 33913

As a reminder, on Saturday, June 14, 2025, jetBlue Park, located at 11500 Fenway South Drive, will be hosting a country music festival featuring superstar Luke Bryan.

We would like to take this opportunity to thank you for choosing to operate your parking lots so your organization can participate in helping provide a parking solution for the event attendees, while generating revenue for your school.

- **Address(es):** 12270 Gateway Blvd
- **Approximate Spaces:** 275

Here are some additional updates.

- **Event Date:** Saturday, June 14, 2025
- **Time(s):** jBP Parking Opens: 2 PM
Doors Open: 4 PM
Show Begins 5:30 PM
- **Revenue:** Your organization will keep 100% of the parking revenue received from the parking lots on your property
- **Staffing:** Gateway Charter High School will staff the lot(s) as they deem appropriate
- **Insurance:** Gateway Charter High School will utilize their own insurance coverage
- **Cleaning:** Gateway Charter High School will be responsible for cleaning their own property

Please confirm the information above via your signature below.

Thank you!

Shawn H.P. Smith
General Manager, Florida Operations

Amber Jensen
Principal



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Heather Rumbold
Seagate Development Group

As a reminder, on Saturday, June 14, 2025, jetBlue Park, located at 11500 Fenway South Drive, will be hosting a country music festival featuring superstar Luke Byran.

We would like to take this opportunity to thank you for choosing to operate your parking lots so your organization can participate in helping provide a parking solution for the event attendees, while generating revenue for your company.

- **Address(es):**
- 13130 Westlinks Terrace, Ft. Myers FL 33913
- 13120 Westlinks Terrace, Ft. Myers FL 33913
- 13100 Westlinks Terrace, Ft. Myers FL 33913
- 12801 Commonwealth Drive, Ft. Myers FL 33913
 - Above properties owned by: Gateway RSW International, LLC

12730 Commonwealth Drive, Ft. Myers FL 33913

12771 Westlinks Drive, Ft. Myers FL 33913

12751 Westlinks Drive, Ft. Myers FL 33913

12100 Commerce Lakes Drive, Ft. Myers FL 33913

12601 Westlinks Drive, Ft. Myers FL 33913

12631 Westlinks Drive, Ft. Myers FL 33913

12701 Commonwealth Drive, Ft. Myers FL 33913

Above properties owned by: Westlinks Gateway, LLC

- **Approximate Spaces:** 1,100

Here are some additional updates.

- **Event Date:** Saturday, June 14, 2025
- **Time(s):** jBP Parking Opens: 2 PM
Doors Open: 4 PM
Show Begins 5:30 PM
- **Revenue:** Gateway RSW International, LLC and Westlinks Gateway, LLC will keep 100% of the parking revenues received from the parking lots on the above referenced properties.
- **Staffing:** Seagate Development Group, Gateway RSW International, and Westlinks Gateway, LLC, will staff the above referenced properties as they deem appropriate
- **Insurance:** Seagate Development Group, Gateway RSW International, LLC, and Westlinks Gateway, LLC will utilize their own insurance coverages.
- **Cleaning:** Seagate Development Group will be responsible for cleaning of the above referenced properties.

Please confirm the information above via your signature below.

Thank you!



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A handwritten signature in blue ink, reading "Shawn H.P. Smith".

Shawn H.P. Smith
General Manager, Florida Operations

A handwritten signature in blue ink, reading "Heather Rumbold".

Heather Rumbold
Seagate Development Group
as Property Management for
Gateway RSW International, LLC and
Westlinks Gateway, LLC

**AMENDMENT TO THE SPRING TRAINING FACILITY LEASE AGREEMENT
BETWEEN LEE COUNTY AND
THE BOSTON RED SOX BASEBALL CLUB, LIMITED PARTNERSHIP**

THIS AMENDMENT ("Amendment") dated August 20, 2024, to the SPRING TRAINING FACILITY LEASE AGREEMENT ("Lease") dated December 8, 2008 ("Signature Date") is by and between LEE COUNTY, a political subdivision and charter county of the State of Florida ("County"), and the BOSTON RED SOX BASEBALL CLUB, LIMITED PARTNERSHIP, a Massachusetts limited partnership, ("Red Sox"), collectively called the "Parties" hereto.

RECITALS

WHEREAS, the County is the owner of the JetBlue Stadium Spring Training Facility, constituting a professional sports franchise facility for Major League Baseball; and

WHEREAS, the Spring Training Facility was developed and constructed by the County in compliance with all the terms and conditions of the "Spring Training Facility Agreement" dated November 1, 2008, entered into by the Parties; and

WHEREAS, the Red Sox, the sole owner of the Boston Red Sox professional baseball franchise, engage in Major League Baseball Spring Training in the County and occupy the Spring Training Facility pursuant to the Lease Agreement; and

WHEREAS, the Parties hereto now desire to amend the Lease Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and for such good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, THE PARTIES HERETO AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

2. This Amendment to the Agreement is hereby amended as follows, with underlined language being the amendment to previously adopted text and deleted language being shown by struck-through type.

19. USE.

(F) In the event that the Red Sox use the Major League Stadium for a Red Sox Non-Baseball Event, the Red Sox agree to pay to the County ~~[20%]~~ \$2 (Two Dollars) per ticket sold, excluding any complimentary tickets issued, of the Net Ticket Revenue ~~(defined as Gross Ticket Revenue derived from the Red Sox Non-Baseball Event less any and all expenses incurred by the Red Sox in connection with such Event, including without limitation, payments for any physical modifications to the Major League Stadium to accommodate the Event, security, equipment, utility, costs, royalties, fees for performers, advertising and promotional costs).~~

3. The remaining terms in the Agreement dated December 8, 2008, remain the same.

IN WITNESS WHEREOF, the Board of County Commissioners of Lee County, Florida has made and executed this Amendment on behalf of the County; an authorized official of the Red Sox has made and executed this Amendment on behalf of the Red Sox.

3. The remaining terms in the Agreement dated December 8, 2008, remain the same.

IN WITNESS WHEREOF, the Board of County Commissioners of Lee County, Florida has made and executed this Amendment on behalf of the County; an authorized official of the Red Sox has made and executed this Amendment on behalf of the Red Sox.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

BY: *Michael Butler*
Deputy Clerk



WITNESSES:

By: *B. C. [Signature]*

By: *[Signature]*

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *Mike Greenwell*
Mike Greenwell, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

[Signature]
County Attorney's Office

BOSTON RED SOX BASEBALL CLUB,
Limited Partnership, a Massachusetts
Limited partnership
4 Yawkey Way
Boston, MA 02215

By: *Jonathan Gilula*
Executive Vice President

MEDIA PARKING

Media Enter
Gate EMedin
Parking