

10. **CONSENT AGENDA**

- m. Request from the Island Seniors to waive the Special Event permits fee for the 3rd Annual Used Book Fair Saturday, April 02, 2011 and the Fall Harvest Bazaar Saturday, November 12, 2011 (both of these events are grandfathered events and fees have been waived in the past)

Island Seniors, Inc
City of Sanibel, Recreation Dept.
800 Dunlop Road, Sanibel, Fl 33957
Phone: 239-472-5743

February 4, 2011

City Council of Sanibel, Florida

Attached are two applications from Island Seniors, Inc. for Special Events permits. The first one is for our 3rd Annual Used Book and Local Author Fair to be held on Saturday, April 2, 2011 from 9 a.m. to 1 p.m.; and the second one is for the Fall Harvest Bazaar to be held Saturday, November 12, 2011 from 9 a.m. to 1 p.m.

We respectfully request that the Council waive the application fee for these small events.

We are a not-for-profit organization whose Board advises the City of Sanibel on senior programs. We raise funds to support our many programs at the Civic (Center4Life) Center to benefit Island citizens and visitors. We also strive through our fundraising activities to defray the cost of recreation programs for the City.

We thank you in advance for your consideration.

Sincerely,



Katherine V Reid, President
Island Seniors, Inc.
Sanibel, Fl 33957

PERMIT # _____

**-FOR CITY USE ONLY--
DEPARTMENT COMMENTS**

FEEES BY
DEPARTMENT:

Planning

\$ _____
Planning

Police

\$ _____
Police

Public Works

\$ _____
Public Works

Building

\$ _____
Building

Tent Standards attachment required? Yes No

Finance

\$ _____
Finance

Business Tax Receipt Verified? Yes No

Natural Resources

\$ _____
Natural Resources

Beach Standards attachment required? Yes No

Recreation

\$ _____
Recreation

\$ _____
TOTAL

Comments/Permit Conditions: _____

City Manager Approval _____

Date _____

PERMIT #

Will alcoholic beverages be served or sold? [] Yes [X] No

If yes, please attach copy of liquor license. If liquor license is not attached, applicant must provide license to the City prior to issuance of a Special Event Permit. To find out if you are required to obtain a liquor license, please contact the Division of Alcoholic Beverages and Tobacco at (239) 278-7195

Will food and/or drink be served or sold? [X] Yes [] No (Appropriately rated fire extinguishers required)

If this is an outdoor event, vendor may require a Lee County Department of Health Permit or a License from the Division of Business and Professional Regulation. To find out if you need a Health Department Permit or license, please call the Lee County Health Department at (239) 690-2100 or Division of Business and Professional Regulation at (850) 487-1395.

Will temporary sanitary facilities be provided? [] Yes [X] No If yes, indicate location on site plan.

Will trash receptacles, dumpsters and recycling containers be provided? [X] Yes [] No *Permanent facilities available*

If yes, indicate on site plan. Who will be providing the receptacles, dumpsters or containers? *Island Seniors*

NOTE: Trash and recycling receptacles must be emptied at the end of each day into a dumpster for multiple day events to discourage the feeding or foraging of raccoons. Failure to do so will be in violation of this permit, may lead to forfeiture of deposit, and may constitute a violation of other City Ordinances.

Is this a Sanibel student or Sanibel youth group event? [] Yes [X] No

If yes, the fee for a special event permit shall be \$5 so long as proceeds from the event solely benefit a Sanibel student or Sanibel youth group; is a single day event generally not lasting longer than 8 hours; no vendor or related fees are charged (only the youth group fee or contribution is solicited); event is managed and conducted solely by volunteers; and temporary and/or permanent structures are not required. (Ordinance 07-016)

Is the applicant an organized homeowners association or neighborhood association? [] Yes [X] No

If yes, the application fee shall be waived. (Resolution 07-020)

Does event require electrical usage at any City Owned Property? *Always* [X] No *When used*

If yes, a \$10 daily power usage fee for electrical connection at any City owned property will apply for each 110 volt outlet, and \$20 daily power usage fee per 220 volt outlet, per 24-hour day or any portion thereof. (Resolution 07-092)

OWNER OF PROPERTY: If the person/group applying for this permit is not the owner of the property, the property owner must sign this application. If the property owner is unavailable to sign the application, a letter of permission from owner is acceptable.

Property Owner Signature

Print Name

Title

By signature below, it is understood by applicant that this application is subject to review and approval by City staff and may be revoked at any time for non-compliance with rules, local ordinances, state statutes or if the event endangers the health, safety, or welfare of the public. The City reserves the right to cancel the event should any conflicts arise with scheduling, and will give reasonable notice to the applicant for the purpose of rescheduling. During reviews by various City Departments, additional conditions may be imposed. As required by Section 110-83, City services determined necessary for the conduct of the Special Event, such as temporary lighting or police officers to direct or reroute traffic, shall be paid by applicant.

This permit is valid only for the time indicated on this permit. In the event that the applicant fails to fulfill the requirement(s) as set forth in this permit or fails to obtain proper authorization to proceed, if conditions have changed, including but not limited to time, specifications and activities, deposit may be forfeited and the permit may be cancelled.

As applicant, I agree to abide by all conditions and requirements of the City of Sanibel and will comply with *Chapter 110 of the Sanibel Code. Applicant further understands that the use of Fireworks, Explosives and Upward Lighting are prohibited at all times. *Copy available upon request.

Applicant Signature: *Katherine V Reid* Print Name: *Katherine V Reid*

TEMPORARY SIGN(S) The Sanibel Code permits one (1) on-site sign, not to exceed 12 square feet that may be double-faced, per Special Event. Non-Profit organizations are permitted up to six (6) off-site directional signs, with City Manager approval. **Banner signs and balloons are strictly prohibited at all times.**

Please indicate sign size, type, and location of **On-Site sign**: 14" x 24" driveway to parking lot
Please indicate sign size, type, and locations of **directional signs** (Non-Profit Organizations only): _____

14" x 24" Periwinkle & Lindgren, Periwinkle & Palm Ridge, Tarpon Bay & Library

NUMBER OF VENDORS: 0 Note: Overnight Parking Fee of \$25 per vehicle, per event, for vendors camping overnight on City properties.

TEMPORARY TENTS AND STRUCTURES - Including arches, tents (specify number of tents and tent size), chairs, tables, bounce houses, dunk tanks, etc. Tents exceeding 120 square feet require a tent permit (per tent) from the Building Department and a fire inspection.

Tent #1 Size: N/A Tent#2 Size: _____ Tent #3 Size: _____

Temporary Structure Type: _____ Quantity: _____

Temporary Structure Type: _____ Quantity: _____

Temporary Structure Type: _____ Quantity: _____

TRAFFIC CONTROL PLAN: Please attach traffic control and parking plan for events requiring off-site parking or pedestrian street crossing. N/A

A Business Tax Receipt or Business Registration is required to work in the City of Sanibel. Please provide your Business Tax Receipt Number or Business Registration Number # _____

Are Police Services, such as Traffic/Pedestrian Control or Event Security requested? [] Yes [X] No

NUMBER OF OFFICERS: _____ **DATE:** _____ **TIME:** _____

The rate is \$135 for a 3-hour minimum shift, per staff member and \$40, per staff member, per hour thereafter. In the interest of public safety, the Sanibel Police Chief may require an applicant retain Police Services as a condition of granting a Special Events Permit, in which case, applicant is responsible for payment of fees as described above.

Will amplified music be played? [] Yes [X] No

If yes, applicant must adhere to Noise standards set forth in Sanibel Code Chapter 30, Article III.

Will City property, public right-of-way or other public property (beach parks, community parks, etc.) be utilized?

[X] Yes [] No

If yes, please identify right-of-way and/or public property/park name: CIVIC CENTER LIBRARY WHV

EVENTS HELD AT COMMUNITY PARK – SMOKING IS PROHIBITED at Community Park. Applicant is responsible for ensuring compliance with this policy. **Failure to do so will be in violation of this permit, may lead to forfeiture of deposit, and may constitute a violation of City Policy.** Spot maintenance will be provided at Community Park by the City of Sanibel Public Works Department between the hours of 8 a.m. to 5 p.m., daily. In addition, for overnight events, applicant is responsible for bathroom maintenance (emptying trash containers, stocking of toilet paper and paper towels) between the hours of 5 p.m. and 8 a.m.

EVENTS HELD ON CITY PROPERTY: Liability Insurance in the amount of \$1,000,000 listing the City of Sanibel as an additionally insured party may be applicable for certain events held on City property. Proof of insurance must be provided before application is approved.

NOTE: If event is held on City property, such as a City Park or City Hall, **alcohol is prohibited** unless approved by City Council. A rental fee and deposit is applicable for use of certain City Properties. Please contact the City Manager's Office at (239) 472-3700 for information regarding fees and deposits.

TEMPORARY SIGN(S) The Sanibel Code permits one (1) on-site sign, not to exceed 12 square feet that may be double-faced, per Special Event. Non-Profit organizations are permitted up to six (6) off-site directional signs, with City Manager approval. **Banner signs and balloons are strictly prohibited at all times.**

Please indicate sign size, type, and location of **On-Site sign**: 14" x 24" driveway to parking lot
Please indicate sign size, type, and locations of **directional signs** (Non-Profit Organizations only): _____

14" x 24" Periwinkle @ Lindeman, Periwinkle @ Palm Ridge, Tarpon Bay @ Library Way.
NUMBER OF VENDORS: 0 Note: Overnight Parking Fee of \$25 per vehicle, per event, for vendors camping overnight on City properties.

TEMPORARY TENTS AND STRUCTURES - Including arches, tents (specify number of tents and tent size), chairs, tables, bounce houses, dunk tanks, etc. Tents exceeding 120 square feet require a tent permit (per tent) from the Building Department and a fire inspection.

Tent #1 Size: N/A Tent#2 Size: _____ Tent #3 Size: _____
Temporary Structure Type: _____ Quantity: _____
Temporary Structure Type: _____ Quantity: _____
Temporary Structure Type: _____ Quantity: _____

TRAFFIC CONTROL PLAN: Please attach traffic control and parking plan for events requiring off-site parking or pedestrian street crossing. N/A

A Business Tax Receipt or Business Registration is required to work in the City of Sanibel. Please provide your Business Tax Receipt Number or Business Registration Number # _____

Are Police Services, such as Traffic/Pedestrian Control or Event Security requested? [] Yes [X] No
NUMBER OF OFFICERS: _____ **DATE:** _____ **TIME:** _____

The rate is \$135 for a 3-hour minimum shift, per staff member and \$40, per staff member, per hour thereafter. In the interest of public safety, the Sanibel Police Chief may require an applicant retain Police Services as a condition of granting a Special Events Permit, in which case, applicant is responsible for payment of fees as described above.

Will amplified music be played? [] Yes [X] No
If yes, applicant must adhere to Noise standards set forth in Sanibel Code Chapter 30, Article III.

Will City property, public right-of-way or other public property (beach parks, community parks, etc.) be utilized?
[X] Yes [] No
If yes, please identify right-of-way and/or public property/park name: Civic Center Library Way

EVENTS HELD AT COMMUNITY PARK - SMOKING IS PROHIBITED at Community Park. Applicant is responsible for ensuring compliance with this policy. **Failure to do so will be in violation of this permit, may lead to forfeiture of deposit, and may constitute a violation of City Policy.** Spot maintenance will be provided at Community Park by the City of Sanibel Public Works Department between the hours of 8 a.m. to 5 p.m., daily. In addition, for overnight events, applicant is responsible for bathroom maintenance (emptying trash containers, stocking of toilet paper and paper towels) between the hours of 5 p.m. and 8 a.m.

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Will alcoholic beverages be served or sold? [] Yes [X] No

If yes, please attach copy of liquor license. If liquor license is not attached, applicant must provide license to the City prior to issuance of a Special Event Permit. To find out if you are required to obtain a liquor license, please contact the Division of Alcoholic Beverages and Tobacco at (239) 278-7195

Will food and/or drink be served or sold? [X] Yes [] No (Appropriately rated fire extinguishers required)

If this is an outdoor event, vendor may require a Lee County Department of Health Permit or a License from the Division of Business and Professional Regulation. To find out if you need a Health Department Permit or license, please call the Lee County Health Department at (239) 690-2100 or Division of Business and Professional Regulation at (850) 487-1395.

Will temporary sanitary facilities be provided? [] Yes [X] No If yes, indicate location on site plan.

Permanent Facilities Available on Site

Will trash receptacles, dumpsters and recycling containers be provided? [X] Yes [] No

If yes, indicate on site plan. Who will be providing the receptacles, dumpsters or containers? _____

NOTE: Trash and recycling receptacles must be emptied at the end of each day into a dumpster for multiple day events to discourage the feeding or foraging of raccoons. Failure to do so will be in violation of this permit, may lead to forfeiture of deposit, and may constitute a violation of other City Ordinances.

Is this a Sanibel student or Sanibel youth group event? [] Yes [X] No

If yes, the fee for a special event permit shall be \$5 so long as proceeds from the event solely benefit a Sanibel student or Sanibel youth group; is a single day event generally not lasting longer than 8 hours; no vendor or related fees are charged (only the youth group fee or contribution is solicited); event is managed and conducted solely by volunteers; and temporary and/or permanent structures are not required. (Ordinance 07-016)

Is the applicant an organized homeowners association or neighborhood association? [] Yes [X] No

If yes, the application fee shall be waived. (Resolution 07-020)

Does event require electrical usage at any City Owned Property? [X] Yes [] No *Normal Usage*

If yes, a \$10 daily power usage fee for electrical connection at any City owned property will apply for each 110 volt outlet, and \$20 daily power usage fee per 220 volt outlet, per 24-hour day or any portion thereof. (Resolution 07-092)

OWNER OF PROPERTY: If the person/group applying for this permit is not the owner of the property, the property owner must sign this application. If the property owner is unavailable to sign the application, a letter of permission from owner is acceptable.

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As applicant, I agree to abide by all conditions and requirements of the City of Sanibel and will comply with *Chapter 110 of the Sanibel Code. Applicant further understands that the use of Fireworks, Explosives and Upward Lighting are prohibited at all times. *Copy available upon request.

Applicant Signature: Katherine V Reid Print Name: Katherine V Reid

NON PROFIT PROFESSIONAL LIABILITY POLICY
THIS IS A CLAIMS MADE POLICY. PLEASE READ THIS POLICY CAREFULLY.

NDO1048482C

Renewal of Number

**UNITED STATES LIABILITY
INSURANCE COMPANY**
WAYNE, PENNSYLVANIA

040091

ORIGINAL

No. NDO1048482D

POLICY DECLARATIONS

ITEM I. PARENT ORGANIZATION AND PRINCIPAL ADDRESS

Island Seniors, Inc.
800 Dunlop Road
Sanibel, FL 33967

ITEM II. POLICY PERIOD: (MM/DD/YYYY)
FROM **6/2/2008** TO **6/2/2011**

12 01 AM STANDARD TIME AT YOUR
MAILING ADDRESS SHOWN ABOVE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH LIMITS OF LIABILITY ARE INDICATED.

Coverage Part A. Non Profit Directors and Officers Liability

ITEM III. LIMITS OF LIABILITY:

a. Non Profit Directors & Officers	\$1,000,000	EACH CLAIM
b. Non Profit Directors & Officers	\$1,000,000	IN THE AGGREGATE
c. Fiduciary Liability	Not Covered	EACH CLAIM

ITEM IV. RETENTION: \$0 EACH CLAIM

ITEM V. PREMIUM: \$2,790

Coverage Part B. Employment Practices Liability

ITEM III. LIMITS OF LIABILITY: EACH CLAIM
IN THE AGGREGATE

ITEM IV. RETENTION: EACH CLAIM

ITEM V. PREMIUM: Not Covered

Policy Premium	\$2,790.00
FL CAT Fund Assess	\$27.90
	<hr/>
	\$2,817.90

NOTICE: DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

ITEM VI. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

DO-3YR DEC (04-07) Amendment to Policy Declarations - 3yr Policy
DO-3YR-FL (05-07) Three Year Policy Term Endorsement
DO-100 (04-07) Coverage Part A

DO-207 (01-94) Failure to Maintain Insurance Excl. Endt
DO-FL (04-07) Florida State Amendatory Endorsement
USL-DOJ (04-07) Policy Jacket

Agent: **HORAN GOLDMAN OF FLORIDA (MIAMI) [1421]**

Date Issued: **6/3/2008**

By

Thomas P. McKinney
Authorized Representative

USL-DOD (11/97)

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

NON-PROFIT DIRECTORS & OFFICERS LIABILITY

**AMENDMENT TO POLICY DECLARATIONS-THREE-YEAR
POLICY TERM**

The Policy Declarations attached hereto are amended as follows:

ITEM II. POLICY PERIOD consists of three Coverage Periods:

First Coverage Period:	From 6/2/2008	To 6/2/2009
Second Coverage Period:	From 6/2/2009	To 6/2/2010
Third Coverage Period:	From 6/2/2010	To 6/2/2011

ITEM III. LIMITS OF LIABILITY, apply separately to each Coverage Period shown above and are reinstated for each successive Coverage Period.

ITEM V. PREMIUM, is the total premium due for the Three-Year Policy Term and is due and payable in three annual installments as follows:

Coverage Part A. Non Profit Directors and Officers Liability:

First Coverage Period:	\$930
Second Coverage Period:	\$930
Third Coverage Period:	\$930

All other terms of the Policy Declarations are unchanged.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

NON PROFIT PROFESSIONAL LIABILITY POLICY

THREE-YEAR POLICY TERM ENDORSEMENT

This endorsement amends the above referenced policy as set forth herein. In the event of any conflict between the provisions of this endorsement and the provisions of the above referenced policy, the provisions of this endorsement shall control. Otherwise, coverage provided under this endorsement is subject to the terms, conditions, limitations and exclusions of the applicable policy referenced above.

Policy Term

The term of the policy to which this endorsement is attached is three (3) years, commencing with the inception date set forth in the Policy Declarations unless modified in accordance with the terms of this endorsement. The Three-Year Policy Term consists of three (3) consecutive Coverage Periods as set forth in the Amendment to Policy Declarations.

For purposes of coverage provided under a Three-year Policy Term, the terms "Policy" and "Policy Period" in the above referenced policy shall have the same meaning as Three-Year Policy Term in this endorsement.

Premium

Item V. COVERAGE PERIOD PREMIUM in the Amendment to Policy Declarations is the premium due for each Coverage Period beginning with the inception date of the Three-Year Policy Term as shown in the Policy Declarations.

Item V. PREMIUM is the total amount due for the Three-Year Policy Term as shown on the Policy Declarations.

Amendment of DOJ Common Policy Conditions

Section IV. NOTICE/CLAIM REPORTING PROVISIONS, paragraph A. is deleted in its entirety and replaced with the following:

A. As a condition precedent to exercising any right to coverage under this policy, the **Insured** shall give to the **Company** written notice of a **Claim** as soon as practicable within the applicable Coverage Period but no later than sixty (60) days after the end of the applicable Coverage Period in which the **Claim** was first made.

POLICY NUMBER: NDO1048482D
NAME OF INSURED: ISLAND SENIORS, INC.
CARRIER: UNITED STATES LIABILITY INS CO.

POLICY TERM: FROM 6/2/2008 TO 6/2/2009

PREMIUM	\$930.00
TRIA PREMIUM	
POLICY FEE	
COMPANY FEE	\$9.30
INSPECT FEE	
CO INSPECTION FEE	
FL SERVICE	\$0.00
FHCF	
FL SURCHARGE	
SLT TAX	
TOTAL PREMIUM	\$939.30

NO FLAT CANCELLATIONS

THIS INSURANCE IS ISSUED PURSUANT
TO THE FLORIDA SURPLUS LINES LAWS.

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES AGENT: Harold Lee Gregory, Jr.
SURPLUS LINES AGENT'S ADDRESS: 5301 Blue Lagoon Drive, Suite 510, Miami, FL 33126
SURPLUS LINES AGENT'S LICENSE: A104196
PRODUCING AGENT INFORMATION:

A ADMITTED CARRIER
HUFF INSURANCE AGENCY
13241 UNIVERSITY DR #102

FT MYERS FL 33907