

**SANIBEL CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS (MacKenzie Hall)
800 DUNLOP ROAD
SANIBEL, FLORIDA
TUESDAY, MAY 01, 2012
9:00 A. M.**

**PLEASE NOTE THAT THE CITY COUNCIL AGENDA IS SUBJECT TO CHANGE
A COPY OF THE AGENDA PACKET IS ON THE CITY'S WEBSITE
www.mysanibel.com**

**“The Rules of Civility for Public Participation” as adopted by City Council can be found
on the last page of this agenda. Reminder: Please turn all cell phones on to vibrate while
in MacKenzie Hall**

1. Call to Order
2. Invocation and Pledge of Allegiance (Councilman Harrity)
3. **PRESENTATION (S)**
 - a. Employee of 2nd Quarter
 - b. Recognition by American Institute of Architects of the Sanibel Walker House as the top residential structure in the State of Florida
4. Planning Commission Report (Chairman Valiquette)
5. Public Comments for non-Agenda items (Maximum time allotted, 20 minutes, with a limitation of 3 minutes per speaker.)
6. Council Comments
7. **Second Reading and Public Hearing**

9:15 A.M.

- a. **ORDINANCE 12-004 PERTAINING TO CHAPTER 90 OF THE SANIBEL CODE ENTITLED “FEES”, ARTICLE II, SECTION 90-59 AND ARTICLE IV, SECTION 90-486; REDUCING THE PERMIT, DEVELOPMENT REVIEW AND ADMINISTRATIVE FEES SET FORTH THEREIN RELATING TO THE MINIMUM FEE FOR ADDITIONS AND REMODELING, AND RELATING TO FEES FOR VARIANCES; ESTABLISHING SUCH REDUCED FEES AND SUPERSEDING AND REPEALING ALL PRIOR ORDINANCES AND RESOLUTIONS INCONSISTENT**

HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE

9:20 A.M.

- b. **ORDINANCE 12-005 PERTAINING TO BRAZILIAN PEPPER ERADICATION; AMENDING SUBSECTION 2 (b) OF ORDINANCE NO. 98-02 BY AMENDING THE BRAZILIAN PEPPER ERADICATION MAP REFERRED TO IN THAT SECTION; BY IMPLEMENTING A NEW MANDATORY BRAZILIAN PEPPER ERADICATION ZONE NO. 6, IN ADDITION TO MANDATORY ERADICATION ZONE 1 REFERRED TO IN SECTION 3 OF ORDINANCE 98-02, ZONE 2 IN SECTION 2 OF ORDINANCE 00-015, ZONE 3 IN SECTION 2 OF ORDINANCE 02-007, ZONE 4 IN SECTION 2 OF ORDINANCE 05-008, AND ZONE 5 IN SECTION 2 OF ORDINANCE 10-007; DIRECTING THE CITY MANAGER TO MAINTAIN ON FILE IN THE PUBLIC RECORDS A COPY OF THE BRAZILIAN PEPPER ERADICATION MAP AS AMENDED AND THE DESCRIPTION OF THE MANDATORY ERADICATION ZONES (1, 2, 3, 4, 5, AND 6); PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND SEVERANCE; AND PROVIDING AN EFFECTIVE DATE**
8. **CONSENT AGENDA (ANY PERSON MAY REQUEST THAT COUNCIL REMOVE AN ITEM FROM THE CONSENT AGENDA FOR DISCUSSION BY NOTIFYING THE CITY MANAGER/CITY CLERK, OR A COUNCIL MEMBER, PRIOR TO THE MEETING)**
 - a. Approval of minutes – April 03, 2012 Regular Meeting
 - b. Approve Agreements for Disaster Recovery Services with Crowder Gulf and Ash Britt, Inc., and authorize the City manager to execute same
 - c. Approve SSES, Inc., dba Southern Sewer Equipment Sales to replace the Utility vacuum truck tank at a cost of \$38,045 **AND RESOLUTION 12-042 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-030 AND PROVIDING AN EFFECTIVE DATE** (To transfer \$96,115 from machinery and equipment expense as follows: 1) \$10,645 to rentals and leases for the rental of an emergency generator and 2) \$85,470 to repair and maintenance for repair of a chlorine storage tank (\$17,815), emergency repairs for two stationary generators (\$29,610) and vacuum truck tank replacement (\$38,045) This amendment does not increase/decrease the FY12 budget)
 - d. Reject bid from Bartow Ford for specification non-compliance and approve purchase of 2 – ¾ ton pick-up trucks and 4-wheel drive

option from Sam Galloway Ford in the amount of \$62,976 (two for streets and one for beach parking (beach parking replacement truck will be funded with Tourism Development Council (TDC) grant funds) **AND RESOLUTION 12-043 AUTHORIZING THE CITY MANAGER TO DISPOSE OF OBSOLETE OR SURPLUS FIXED ASSETS; AND PROVIDING AN EFFECTIVE DATE**

- e. Approve purchase of Tennant Sentinel Model Diesel Street Sweeper off of the General Services Administration Contract in the amount of \$156,838.18 (The CIP budget includes \$140,000 for purchase of the street sweeper and the CIP budget includes \$35,000 for the replacement of the flail axe, which will be deferred to FY13)
- f. Approval of an amendment to the Community Development Block Grant (CDBG) contract number 5989 recently approved by City Council (Lee County request that language be changed to simplify their internal contract processing procedures and eliminate the need for additional copying)
- g. **RESOLUTION 12-041 OF THE SANIBEL CITY COUNCIL TO FIX A TIME, DATE AND PLACE FOR A PUBLIC HEARING TO DETERMINE THE PROPRIETY AND ADVISABILITY OF ESTABLISHING AND IMPLEMENTING THE NERITA STREET PAVING PROJECT ASSESSMENT DISTRICT, WHICH INCLUDES ALL LOTS AND LANDS WITHIN THE ASSESSMENT DISTRICT AS DESCRIBED IN THIS RESOLUTION WITHIN THE CITY OF SANIBEL, AS TO THE COST AND FUNDING THEREOF, THE MANNER OF PAYMENT THEREFOR, AND AS TO THE AMOUNT TO BE ASSESSED EACH PROPERTY SO IMPROVED, PURSUANT TO SECTIONS 170.07 AND 170.08, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE**
- h. **RESOLUTION 12-044 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-033 AND PROVIDING AN EFFECTIVE DATE** (To budget and appropriate a \$1,000 donation from Trails in Motion for the Periwinkle Way rest area. This amendment increases the FY12 budget by \$1,000)
- i. **RESOLUTION 12-045 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-034 AND PROVIDING AN EFFECTIVE DATE** (To budget and appropriate a \$1,000 grant from the Florida Department of Law Enforcement for the purchase of equipment and supplies. This amendment increases the FY12 budget by \$1,000)
- j. **RESOLUTION 12-047 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-031 AND PROVIDING AN EFFECTIVE DATE** (To transfer from ending fund balance funds for

director's leave payout. This amendment does not increase or decrease the FY12 budget)

k. **RESOLUTION 12-048 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-032 AND PROVIDING AN EFFECTIVE DATE** (to transfer \$2,452 from ending fund balance to pay for damage to a vehicle on April 9, 2012. This amendment does not increase or decrease the FY12 budget)

l. Approval of the \$2,970,000 Series 2012 Bank Qualified Loan, BB&T AND **RESOLUTION 12-049 OF THE CITY OF SANIBEL, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,970,000 OF GENERAL OBLIGATION REFUNDING BOND FOR THE CITY OF SANIBEL, FLORIDA, PAYABLE FROM THE FULL FAITH, CREDIT AND UNLIMITED AD VALOREM TAXING POWER OF THE CITY TO PROVIDE FUNDS FOR THE PURPOSE OF REFUNDING THE OUTSTANDING CITY OF SANIBEL, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2002 MATURING AFTER AUGUST 1, 2012; PROVIDING FOR THE LEVY OF NECESSARY AD VALOREM TAXES IN THE MANNER AND TO THE EXTENT PROVIDED HEREIN; PROVIDING FOR OTHER COVENANTS WITH RESPECT TO THE BONDHOLDER; AUTHORIZING THE PRIVATE NEGOTIATED SALE OF SUCH BOND PURSUANT TO THE TERMS AND CONDITIONS DESCRIBED HEREIN AND IN THE COMMITMENT; DESIGNATING SUCH BOND AS QUALIFIED TAX-EXEMPT OBLIGATIONS WITHIN THE MEANING OF THE INTERNAL REVENUE CODE; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR THE SEVERABILITY OF PARTS HEREOF IF DECLARED INVALID; AND PROVIDING AN EFFECTIVE DATE**

m. Request from Island Seniors to waive the application fees for the Annual Fall Harvest Bazaar, November 10, 2012 and the Arts and Craft Fair November 17, 2012 at 2401 Library Way (these two events are grandfathered and application fees have been waived in the past)

9. **COMMITTEE BOARDS COMMISSION**

a. Request from LeAnn Beanland and Gregory Woodham to be re-appointed to the Vegetation Committee

b. Acceptance of a resignation from Shelley Greggs resigning from the Financial Assistance Committee

- c. **RESOLUTION 12-040 AMENDING RESOLUTION 10-076, AS AMENDED, RELATING TO THE SANIBEL RECREATION FINANCIAL COMMITTEE; PROVIDING FOR AN AMENDMENT TO SECTION TWO OF SUCH RESOLUTION IN ORDER TO ADD UP TO TWO ADDITIONAL MEMBERSHIP SEATS FOR THE RECREATION FINANCIAL ASSISTANCE COMMITTEE; AND PROVIDING AN EFFECTIVE DATE**

10. **OLD BUSINESS**

- a. Status report regarding Water Quality Campaign (Vice Mayor Denham)
- b. Community Housing Resources, Inc. (CHR) Updates (Councilman Congress)
 - i. Appointment of the new Executive Director, Kelly Collini
 - ii. Timeline for Contract Renewal
 - iii. Matrix of Contract Provisions
 - iv. Existing Contract
 - v. Code Sections
 - vi. Sanibel Plan Sections
 - vii. Schedule of City of Sanibel financial support
 - viii. CHR Quarterly Statements
- c. General Employees' Pension Plan
 - i. Status report regarding the General Employees' Pension Plan (Councilman Congress)
 - ii. Direction to staff to make a \$2 million lump sum payment to the General Employees' Pension Plan (\$2 million was allocated at the February, 2012 City Council meeting Resolution 12-202 and budget amendment 12-023)
- d. Update regarding the oyster reef restoration project in Clam Bayou partnered between City staff and Sanibel Captiva Conservation Foundation (SCCF)
- e. **RESOLUTION 12-039 AMENDING RESOLUTION 98-189, AS AMENDED, WHICH ESTABLISHED A POLICY FOR CONSIDERATION, BY THE CITY COUNCIL, OF REQUESTS FOR CERTAIN PUBLIC IMPROVEMENTS TO BE FINANCED BY SPECIAL ASSESSMENTS ON SPECIALLY BENEFITED PROPERTIES; AMENDING THE MINIMUM APPROVAL REQUIREMENT OF TWO-THIRDS (2/3) OF PARCEL OWNERS TO AT LEAST SIXTY PERCENT (60%) OF PARCEL OWNERS ONLY FOR**

**STREET PAVING SPECIAL ASSESSMENT PROJECTS;
AND PROVIDING AN EFFECTIVE DATE**

- f. Staff update regarding an offer to sell to the City property located on the west side of Tarpon Bay Road between Sanibel Captiva Road and the vacant former restaurant building

**VERIZON HAS REQUESTED THAT THIS ITEM BE
PULLED UNTIL THE JUNE 05, 2012 CITY COUNCIL
MEETING (PLEASE SEE ATTACHMENT)**

- g. Matters relating to the Communication Tower approved in Resolution 11-007 to be constructed by Verizon Wireless at the Donax Waste Water Reclamation Facility property
 - i. Direction to Verizon Wireless on two issues pursuant to the requirement of Resolution 11-007 (which approved the communication tower at the Donax site):
 - 1. Whether the flag pulley system is to be constructed on the inside or the outside of the communication tower (Note: The communication tower is to be constructed with a “stealth design” as a flag pole with antennae on the inside of the pole)
 - 2. Whether down lighting will be required as part of construction in the event the flying of a flag is authorized at a later date

11. CITY MANAGER

a. Informational Items

- i. Blind Pass Update
- ii. Building Department Monthly Revenue Report, March, 2012
- iii. Building Department Monthly Permit and Inspections, March, 2012
- iv. Planning Department Permit Activity Report, March, 2011
- v. Planning Department Code Enforcement Activity Report, March, 2012
- vi. Grease Trap Report, April, 2012
- vii. Sanibel Museum & Village, Inc., 2nd Quarter Financial Report
- viii. Lee County Electric Cooperative Scheduled Preventative Maintenance Trim

12. CITY ATTORNEY'S REPORT

13. **COUNCIL MEMBERS' REPORT**

- a. Report regarding Thursday, April 12, 2012 South Florida Water Management District (SFWMD) (Mayor Ruane)
- b. Report regarding Friday, April 13, 2012 Tourism Development Council (TDC) meeting (Mayor Ruane)
- c. Meeting with News Press Editorial Board (Mayor Ruane)

14. **PUBLIC COMMENT**

15. **ADJOURNMENT**

IF A PERSON DECIDES TO APPEAL A DECISION MADE BY THE COUNCIL ON ANY MATTER CONSIDERED AT THIS MEETING/HEARING, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, TO INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH ANY SUCH APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING, TO INCLUDE HEARING IMPAIRMENT, SHOULD CONTACT JIM ISOM, DIRECTOR OF ADMINISTRATIVE SERVICES, NO LATER THAN ONE DAY PRIOR TO THE PROCEEDINGS AT (239) 472-3700. FOR ADDITIONAL ASSISTANCE IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE AT 711.

Citizens may request to receive Sanibel City Council and Planning Commission meeting agenda directly via e-mail. Citizens wishing to receive a copy of the agenda via e-mail may do so by visiting the City's website at www.mysanibel.com. Additionally, citizens may register to receive City announcements such as press releases.

Prior to requesting the agendas, the website reminds citizens that all e-mail addresses and requests submitted to the City are public information and governed by the applicable Florida Statute.

HORIZON – UPCOMING IMPORTANT DATES

Monday	May 28, 2012	City Hall Closed in Observance of Memorial Day		
Tuesday	June 05, 2012	City Council Meeting	MacKenzie Hall	9:00 a.m.
Wednesday	July 04, 2012	City Hall Closed in Observance of Independence Day		
Tuesday	July 17, 2012	City Council Meeting	MacKenzie Hall	9:00 a.m. Set Proposed Millage Rate
Tuesday	August 07, 2012	City Council Meeting	MacKenzie Hall	9:00 a.m.
Monday	September 03, 2012	City Hall Closed in Observance of Labor Day		
Saturday	September 08, 2012	First Budget Hearing	MacKenzie Hall	9:00 a.m.
		Regular Meeting	MacKenzie Hall	TBA
Sunday	September 16, 2012 Rosh Hashanah begins at sunset through nightfall Tuesday, September 16, 2012			
Tuesday	September 18, 2012	City Council Meeting	MacKenzie Hall	9:00 a.m.
		Final Budget Hearing	MacKenzie Hall	5:01 p.m.
Tuesday	September 25, 2012 Yom Kippur begins at sunset through nightfall Wednesday, September 26, 2012			
Tuesday	October 02, 2012	City Council Meeting	MacKenzie Hall	9:00 a.m.
Tuesday	November 06, 2012	City Council Meeting	MacKenzie Hall	9:00 a.m.
Friday	November 09, 2012	Student Government Day		10:15 a.m.
Saturday	November 10, 2012	Veterans Day Program	City hall Flag Pole	10:45 a.m.
Sunday	November 11, 2012	Veterans Day		

HORIZON – UPCOMING IMPORTANT DATES

Monday	November 12, 2012	City Hall will be closed in Observance of Veterans Day		
Thursday & Friday	November 22 nd & 23 rd	City Hall Closed in Observance of Thanksgiving		
Tuesday	December 04, 2012	City Council Meeting	MacKenzie Hall	9:00 a.m.
Tuesday	December 25, 2012	Christmas Day City Hall Closed in Observance of Christmas Day		
Tuesday	January 01, 2013	New Year's Day City Hall Closed in Observance of New Year's Day		
Tuesday	January 15, 2013	City Council Meeting	MacKenzie Hall	9:00 a.m.
Monday	January 21, 2013	City Hall Closed in Observance of MLK B-day		
Tuesday	February 05, 2012	City Council Meeting	MacKenzie Hall	9:00 a.m.
Tuesday	March 05, 2013	Sanibel Election Day		
Tuesday	March 05, 2013	City Council Meeting	MacKenzie Hall	9:00 a.m.
Tuesday	March 19, 2013	City Council Meeting	MacKenzie Hall	9:00 a.m.
		Oath of Office New Councilmembers Election of Mayor/Vice Mayor		
Tuesday	April 02, 2013	City Council Meeting	MacKenzie Hall	9:00 a.m.
Tuesday	May 07, 2013	City Council Meeting	MacKenzie Hall	9:00 a.m.
Monday	May 27, 2013	City Hall Closed in Observance of Memorial Day		

“RULES OF CIVILITY FOR PUBLIC PARTICIPATION”

In recognition that public discourse is essential to the democratic system of government on April 16, 2002, Sanibel City Council adopted a Proclamation embracing civility in public deliberations. These rules were updated February 22, 2007.

Therefore, Sanibel City Council sanctioned these rules for public participation while conducting meetings and workshops:

1. Speakers are permitted to deliver his or her comments without interruption.
2. Speakers and debates should focus on issues, not on persons or personalities.
3. Persons are encouraged to participate in the governmental process.
4. To allow time to hear all points of view, speakers are allotted 3 minutes each time they are recognized.
5. Sidebar discussions while others are speaking are not permitted in Council Chambers. These discussions are to be removed from the chamber so as not to be disruptive to those conducting and following Council business.
6. Only the speaker recognized by the Chairperson has the floor. Speakers should raise their hand to be recognized. Speakers should identify themselves for the record. Speakers should utilize the microphone so that their comments can be recorded.
7. Anyone wishing to speak on an issue is given an opportunity to speak before speakers are recognized for an opportunity to speak a second time on an issue.
8. We seek to understand one another's points of view.
9. Anger, rudeness, ridicule, impatience and lack of respect for others are not acceptable behavior. Demonstrations in support or opposition to a speaker or idea such as clapping, cheering, booing or hissing or intimidating body language are not permitted in Council Chambers or workshop facilities.
10. We should all take initiative to make things better. Our goal is to foster an environment, which encourages a fair discussion and exchange of ideas without fear of personal attacks.



City of Sanibel

800 Dunlop Road
Sanibel, Florida 33957-4096

www.mysanibel.com

AREA CODE - 239

CITY COUNCIL	472-4135
ADMINISTRATIVE	472-3700
BUILDING	472-4555
EMERGENCY MANAGEMENT	472-3111
FINANCE	472-9615
LEGAL	472-4359
NATURAL RESOURCES	472-3700
RECREATION	472-0345
PLANNING	472-4136
POLICE	472-3111
PUBLIC WORKS	472-6397

May 1, 2012

Mr. John Sherwood
Police Department
City of Sanibel

Re: "Employee of the Quarter Award"

Dear Mr. Sherwood:

On behalf of the members of City Council, I would like to congratulate you on being selected as "Employee of the Quarter" for the 2nd Quarter, fiscal year 2011-2012, for the City of Sanibel.

Your designation as "Employee of the Quarter" results from the recognition of your collective accomplishments by your co-workers. This award reflects great credit upon you and the services you provide the public. This significant personal recognition should be a source of pride and satisfaction to each of you. Your contributions to the City of Sanibel are sincerely appreciated.

I wish you continued success and personal rewards in the performance of your duties as a Police Records Coordinator for the City of Sanibel.

Thanks for doing a great job!

Sincerely,

Kevin Ruane
Mayor

CC: Employee Personnel File

CLASSIFIEDS JOBS CARS REAL ESTATE RENTALS PLACE AN AD E-EDITION RSS FEEDS SHOPPING TEXT MESSAGING ENEWSLETTERS SUBSCRIBE

News	Communities	Sports	Photos/Video	Entertainment	Opinion	Obituaries	Lifestyles	Help
------	-------------	--------	--------------	---------------	---------	------------	------------	------

Sign up Log in

FEATURED: All-Area Golden Apples Buy photos DealChicken

Find what you are looking for SEARCH

NAPLES FORT MYERS GREYHOUND TRACK
 Miller & Moulton 770
Celebrity Poker!
 Tournament - Today at 7PM
 \$70 Buy-in, Prize Giveaways & Drink Specials
 Doors Open Daily 11 AM Call 992-2411 - naplesfortmyersdogs.com - Exit 116 Bonita Beach Road

ADVERTISEMENT

Walker Guest House on Sanibel voted top residential building in Florida

2:30 PM Apr 18, 2012 | Comments

Recommend

Sign Up to see what your friends recommend. Proudly serving

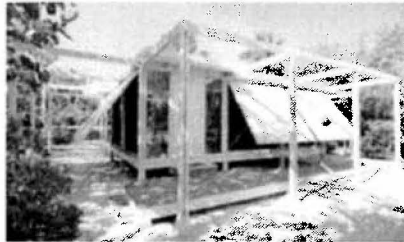
FORT MYERS • SOUTHWEST FLORIDA

Recommend

Tweet 4

0

AA



The front of the Walker House with the shades up. / news-press.com file photo

Written by special to news-press.com

FILED UNDER

Lifestyles Sanibel

Great architecture in Southwest Florida has been recognized by the Florida Chapter of The American Institute of Architects (AIA Florida) in naming the Walker Guest House the top residential building in Florida and ranked number three overall by architects. More than 2.4 million votes were cast.

In March, AIA Florida launched the Top 100 Buildings statewide online competition, inviting the public to vote for their favorite Florida building. This year marks the 100th

anniversary of AIA Florida, recognizing the important contributions architects have made in the Sunshine State.

The Walker Guest House is only 580 square feet and was designed for a subtropical climate using minimum materials - a simple, elegant reinterpretation of a primitive hut meeting modern lifestyle. Designed prior to air conditioning (1952), this simple home is at one with the landscape and its natural surroundings.

Architect Paul Rudolph remained committed to exploring the fluidity of inside and out in an attempt to blend his buildings the natural surroundings throughout his career. The Walker Guest House still inspires many to learn from Rudolph's experiments in subtropical lifestyles and for the few fortunate enough to step inside, the opportunity for a full Southwest Florida nature experience.

It is this unique simplicity which has kept the spotlight on the Walker Guest House for decades.

The competition identified 100 structures across the state that represent the best in architectural achievement. The public was encouraged to vote online at www.aiaflatop100.org.

Earlier today, AIA Florida announced the Top Building in Florida, The Fontainebleau, at a news conference in Miami Beach. AIA

- Remain independent at home
- Cost-effective way to receive the care you need as you age
- Protect your assets
- Fees are tax deductible
- Eligible for benefits immediately

SENIOR CHOICE at HOME
 By Gulf Coast Village

LIMITED CHARTER MEMBERSHIPS AVAILABLE

ADVERTISEMENT

Most Popular

Most Commented

More Headlines

- 1 Challenger Middle teacher resigns; blames principal
- 2 Bizarro World: 'Free' money, free gasoline
- 3 Sadness grips Estero's Happehatchee Center
- 4 Southwest Florida's prescription for medical tourism
- 5 Zoomers Amusement Park nearing its launch date

Most Viewed



The Mystical Moon
 Apr 04, 2012



Florida also announced the top buildings in the following categories:

The top five buildings as voted by the public:

1. Fontainebleau Hotel (Miami Beach)
2. Mandi's Chapel (Live Oak)
3. Baughman Center at the University of Florida (Gainesville)
4. The University of North Florida Student Union (Jacksonville)
5. Mar-a-Lago National Historic Landmark (Palm Beach)

Page 1 2 Next

Recommend Tweet 4

[View Comments](#) | [Share your thoughts »](#)

TOP VIDEO PICKS
selected by Taboola



The Mystical Moon
Apr 4, 2012



Livestock auction at fair in Lee County
Mar 3, 2012



Ball State students celebrate spring break
Mar 5, 2012

YOU MIGHT BE INTERESTED IN

Fort Myers man, 19, charged with first degree murder in teen's death [\(The News-Press\)](#)

Hulk Hogan sells Florida estate for \$6.2 million [\(The News-Press\)](#)

Witness says man found dead on Fort Myers Beach struck electrical wire [\(The News-Press\)](#)

Teen accused of breaking in to Cape Coral home, threatening homeowner [\(The News-Press\)](#)

Sheriff on mute, day 55 [\(The News-Press\)](#)

Physicians Regional Healthcare System redesigns Bonita Springs location [\(The News-Press\)](#)

SPONSORED LINKS

More buyers, fewer homes for sale [\(Bankrate.com\)](#)

Faber: Massive Wealth Destruction Coming [\(Moneynews\)](#)

FBI Instructs Agents Never 'Shake Hands With An Asian' [\(AOL Jobs\)](#)

McDonald's McRib Sandwich Angering Humane Society [\(ThirdAge\)](#)

10 Things You Should Never Buy at Garage Sales [\(Reader's Digest\)](#)

How to Cook Scallops [\(Taste for Adventure\)](#)

JetBlue to Ft Myers

No first bag fee, TV at every seat, lots of legroom & more on JetBlue jetblue.com/FortMyers

AdChoices

PHOTO GALLERIES



Lee feiony arrests
4/23



Perfect meals

Arrow Environmental

Southwest Florida's largest locally owned Pest, Lawn & Termite Company
www.arrowservices.com

AdChoices



1/2 OFF FAMOUS BRANDS SALE



ADVERTISEMENT

ADS BY PULSE 360

AdChoices

A \$6 Trillion Opportunity

Learn Why This Penny Stock Could Go Stratospheric
www.PennyStockWizard.com

51-Year-Old Now Looks 27 Again!

Mom Reveals Clever \$5 Wrinkle Therapy That Makes Botox Doctors Furious Read More consumerlifestyletrends.com/

Sanibel: Mom Makes Botox Doctors Angry

Florida: Mom Reveals Clever \$5 Wrinkle Therapy That Makes Botox Doctors Furious SmartConsumerLiving.com

[SEARCH SUMMER CAMPS](#)

[GET THE HURRICANE HUB APP](#)

[GAS PRICES MAP](#)

CITY OF SANIBEL

ORDINANCE 12-004

AN ORDINANCE PERTAINING TO CHAPTER 90 OF THE SANIBEL CODE ENTITLED “FEES”, ARTICLE II, SECTION 90-59 AND ARTICLE IV, SECTION 90-486; REDUCING THE PERMIT, DEVELOPMENT REVIEW AND ADMINISTRATIVE FEES SET FORTH THEREIN RELATING TO THE MINIMUM FEE FOR ADDITIONS AND REMODELING, AND RELATING TO FEES FOR VARIANCES; ESTABLISHING SUCH REDUCED FEES AND SUPERSEDING AND REPEALING ALL PRIOR ORDINANCES AND RESOLUTIONS INCONSISTENT HERewith; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, municipalities are legally authorized to maintain planning, development review and administrative fees at levels necessary to recoup reasonably related costs and expenses of such applicable Planning Department fees; and

WHEREAS, the City Council has determined that it is appropriate and in the public’s best interests to reduce the minimum fee for additions and remodeling which include an increase in living area; and

WHEREAS, the City Council has determined that it is appropriate and in the public’s best interests to reduce the minimum fee for variances to land development regulations; and

WHEREAS, this schedule of fees is established to supersede and repeal all prior Ordinances and Resolutions inconsistent herewith;

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Sanibel, Florida:

SECTION 1 - AMENDMENT OF FEES

CHAPTER 90, FEES; ARTICLE II, DEVELOPMENT PERMITS, DIVISION 2. RESIDENTIAL DEVELOPMENT, Sec. 90-59. Same – Increase in living area, and ARTICLE IV, PUBLIC HEARINGS, DIVISION 8. VARIANCES, Sec. 90-486 – Generally, of the Sanibel Land Development Code are hereby amended to read as follows, with additions indicated by underlining and deletions indicated by ~~strikeout~~:

Sec. 90-59. Same--Increase in living area.

The fee for additions and remodeling which include an increase in living area shall be one percent of the estimated cost of the remodeling improvements up to \$1,000,000 in value and 0.5% of the next \$500,000 in value and 0.25% of the value in excess of \$1,500,000, plus \$0.90 per square foot for each new square foot of living area, or fraction thereof, but not less than ~~\$426.00~~ \$213.00.

Sec. 90-486. Generally.

For an application filed pursuant to section 82-136 et seq., requesting a variance from any requirement set forth in the applicable provisions of this land development code, the fee shall be ~~\$2,850.00~~ \$2,000.00 for one variance to one regulation, plus ~~\$747.00~~ \$560.00 for each additional variance request to each separate regulation, when included with the same application for the same parcel.

SECTION 2. All prior resolutions and ordinances relating to the above amended fees are superceded.

The Planning, Development Review, Administrative Services and related fees set forth in this Ordinance (noted by underlining) shall constitute the currently adopted fees of the City of Sanibel and all prior ordinances and resolutions are hereby repealed and superceded to the extent of any conflict herewith.

SECTION 3. Codification.

This ordinance shall be deemed an amendment to the Code of Ordinances of the City of Sanibel and the Sanibel Code of Ordinances is hereby amended

SECTION 4. Effective Date.

This Ordinance shall be effective immediately upon adoption provided, however, the fees set forth herein shall become effective seven (7) days after adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida, this 1st day of May, 2012.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM: _____
Kenneth B. Cuyler, City Attorney Date

Vote of Council Members:

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date Filed with City Clerk: _____

CITY OF SANIBEL

ORDINANCE NO. 12-005

AN ORDINANCE PERTAINING TO BRAZILIAN PEPPER ERADICATION; AMENDING SUBSECTION 2 (b) OF ORDINANCE NO. 98-02 BY AMENDING THE BRAZILIAN PEPPER ERADICATION MAP REFERRED TO IN THAT SECTION; BY IMPLEMENTING A NEW MANDATORY BRAZILIAN PEPPER ERADICATION ZONE NO. 6, IN ADDITION TO MANDATORY ERADICATION ZONE 1 REFERRED TO IN SECTION 3 OF ORDINANCE 98-02, ZONE 2 IN SECTION 2 OF ORDINANCE 00-015, ZONE 3 IN SECTION 2 OF ORDINANCE 02-007, ZONE 4 IN SECTION 2 OF ORDINANCE 05-008, AND ZONE 5 IN SECTION 2 OF ORDINANCE 10-007; DIRECTING THE CITY MANAGER TO MAINTAIN ON FILE IN THE PUBLIC RECORDS A COPY OF THE BRAZILIAN PEPPER ERADICATION MAP AS AMENDED AND THE DESCRIPTION OF THE MANDATORY ERADICATION ZONES (1, 2, 3, 4, 5, AND 6); PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sanibel Island's diverse and extraordinary native vegetation is one of its most cherished assets, is essential to Sanibel's natural environment, and provides the natural habitat for Sanibel's diverse wildlife populations; and

WHEREAS, the City of Sanibel deems the protection and preservation of the City's native vegetation to be necessary for the health, safety, and welfare of the City and its citizens; and

WHEREAS, it has been determined by the City of Sanibel that the exotic species known as Brazilian Pepper (*Schinus terebinthifolius*), is extremely detrimental and destructive to the sensitive native vegetation on Sanibel because of its tendency to out-compete desirable native vegetation and destroy wildlife habitat and is thus recognized as a public nuisance and a threat to the health, safety, and welfare of the City and its citizens; and

WHEREAS, Brazilian Pepper is difficult and expensive to eradicate due to its tendency to spread beyond the source, thereby creating a nuisance upon both public and private property beyond the source; and

WHEREAS, Brazilian Pepper has little or no utility and what utility there may be is far outweighed by the damage caused to native species; and

WHEREAS, the City of Sanibel, through the adoption of its Plan and its Land Development Code has established rules, regulations and procedures designed to control, remove and eventually eradicate Brazilian Pepper from Sanibel; and

WHEREAS, City Council pursuant to such policies and Resolution No. 97-89, established a program of providing support and assistance to property owners willing to voluntarily remove Brazilian Pepper from their properties, and continues to maintain the program; and

WHEREAS, the City has implemented and carried out a program to remove Brazilian Pepper where it has propagated in undeveloped areas and has urged owners of private property with Brazilian Pepper to remove their plants on a voluntary basis partially at the City's expense; and

WHEREAS, there remain a number of owners of private property where Brazilian Pepper is present who have not removed the Brazilian Pepper on a voluntary basis; and

WHEREAS, it is essential to Sanibel to eradicate all Brazilian Pepper from such properties and that it be kept from returning to properties located in Sanibel; and

WHEREAS, Brazilian Pepper is so prevalent in Sanibel that the eradication program must occur in steps so that physical and financial resources can be reasonably applied and so as to minimize the disruption of the island;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sanibel, Florida, that:

SECTION 1. Subsection 2(b) of Ordinance No. 98-02 is hereby amended, by amending the Brazilian Pepper Eradication Map referred to in said subsection, in order to implement a new mandatory Brazilian Pepper Eradication Zone, No. 6, as provided herein. [Reference: See Section 14-292 of the Sanibel Code.]

SECTION 2. In addition to the mandatory Brazilian Pepper Eradication Zone 1, created in Section 3 of Ordinance No. 98-02, the Brazilian Pepper Eradication Zone 2, created in Section 2 of Ordinance No. 00-015, the Brazilian Pepper Eradication Zone 3 created in Section 2 of Ordinance No. 02-007, the Brazilian Pepper Eradication Zone 4 created in Section 2 of Ordinance No. 05-008, and the Brazilian Pepper Eradication Zone 5 created in Section 2 of Ordinance No. 10-007, there is hereby created a new mandatory zone for implementation of the Brazilian Pepper Eradication Program under this ordinance, to be called Brazilian Pepper Eradication Zone 6. Zone 6 includes all property in the City situated west of the centerline of Rabbit Road and east of the Seaspray subdivision between San Carlos Bay and the Gulf of Mexico (see map).

SECTION 3. The Brazilian Pepper Eradication map dated July 20, 2010 is hereby replaced with the Brazilian Pepper Eradication map dated May 1, 2012, a copy of which is incorporated herein and attached to this ordinance, which shall be kept on file with the City Manager. The Mandatory Brazilian Pepper Eradication Program shall be implemented for Zone 6 effective 90 days after the effective date of this ordinance.

SECTION 4. Codification. This ordinance shall be deemed an amendment to Sanibel Code of Ordinances and shall be codified in the Sanibel Code of Ordinances as such an amendment.

SECTION 5. Conflict. All ordinances and parts of ordinances in conflict herewith shall be and the same hereby repealed. If any part of this ordinance conflicts with any other part, it shall be severed and the remainder shall have full force and effect and be liberally construed.

SECTION 6. Severance. If any section, subsection, sentence, clause, phrase or portion of this ordinance, or application hereof, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion or application hereof.

SECTION 7. Effective date. This Ordinance shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida, this ____ day of _____, 2012.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:


Kenneth B. Cuyler, City Attorney

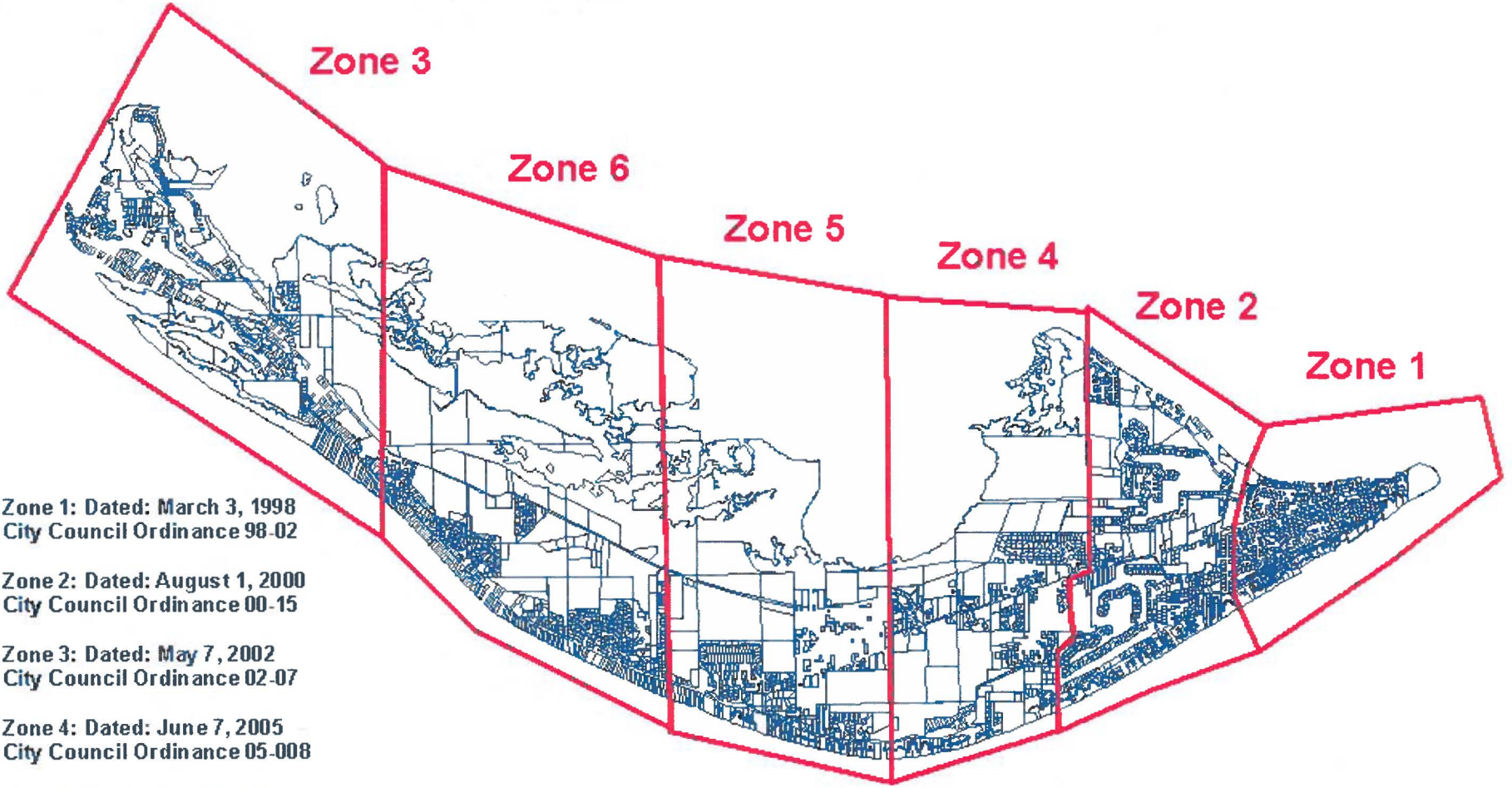
3/27/12
Date

First Reading: April 3, 2012
Publication Notice: _____
Second Reading: _____

Council Members Vote:

Ruane _____
Denham _____
Harrity _____
Jennings _____
Congress _____

Date Filed With City Clerk: _____



- Zone 1: Dated: March 3, 1998
City Council Ordinance 98-02
- Zone 2: Dated: August 1, 2000
City Council Ordinance 00-15
- Zone 3: Dated: May 7, 2002
City Council Ordinance 02-07
- Zone 4: Dated: June 7, 2005
City Council Ordinance 05-008
- Zone 5: Dated: July 20, 2010
City Council Ordinance 10-008
- Zone 6: Dated: May 1, 2012
City Council Ordinance 12-005



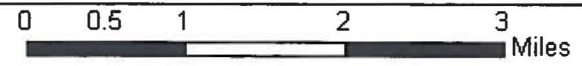
City of Sanibel
 800 Dunlop Road
 Sanibel, FL 33957
 (239) 472-3700



Brazilian Pepper Zone Map

Location Map

Date: May 1, 2012



**SANIBEL CITY COUNCIL REGULAR MEETING
TUESDAY, APRIL 03, 2012**

Mayor Ruane called the meeting to order at 9:03 a.m.

Mayor Ruane gave the Invocation and led the Pledge of Allegiance.

Election of Mayor and Oath of Office

Mr. Cuyler explained the process and asked for nominations for Mayor.

Vice Mayor Denham nominated Mr. Ruane for Mayor.

Vice Mayor Denham moved, seconded by Councilman Congress, to approve Mr. Ruane as Mayor.

The motion carried.

Mayor Ruane took the oath of office.

Election of Vice Mayor and Oath of Office

Mayor Ruane asked for nominations for the office of Vice Mayor.

Mayor Ruane moved, seconded by Councilman Harrity, to approve Mr. Denham as Vice Mayor.

The motion carried.

Vice Mayor Denham took the Oath of Office.

Council recessed for a photograph at 9:12 a.m.

Council reconvened the meeting at 9:24 a.m.

PRESENTATION

Proclamation designating April as Water Conservation Month

Vice Mayor Denham presented the proclamation to Phil Flood from the Water District.

Planning Commission Report

Commissioner Krekel gave the following report of the March 27, 2012 Planning Commission meeting:

- Approved a resolution certificate of appropriateness for the Shorehaven house at 311 Birdie Lane
- Discussed EAR and reviewed tentative schedule
- Discussion centered around beach carrying capacity and removing the requirement from the Sanibel Plan
 - Included in the last EAR
 - Environmental impact on turtle nest and snowy plover tracked by SCCF annually without a negative trend
 - Planning Commission members agreed
 - Change the wording from “shall” to “may”

Discussion ensued regarding to report to residents on an annual basis regarding the environment al issues.

Public Comments

Karen Storjohann spoke to the EAR as transmitted by the Planning Commission in 2004-05. She further noted there were references on beach carrying capacity. She noted there was a program on Cuba speaking to there water quality being pristine.

Hazel Schuller spoke to the need for Planning Commission having their on attorney. She provided Council an article of the 1976 Sanibel Plan and amendment process.

Larry Schopp spoke to the EAR and public sentiment at the March 27th Planning Commission meeting.

Paul Reynolds thanked Council for the opportunity to serve on the Planning Commission. He suggested Council to consider a letter from Council recognizing the service and signed by Council members.

Ms. Zimomra noted that the City Clerk had such a letter to be signed by Council.

Rae Ann Wessell spoke to Council's commitment during the legislative session. She further spoke to SFWMD voting 7 to 2 cut off water releases from Lake Okeechobee and blue green algae bloom in Labelle.

Council Comments

Councilman Harrity congratulated Mayor Ruane and Vice Mayor Denham.

Vice Mayor Denham spoke to resident understanding that the City was not concerned about environmental issues. He reminded the audience that James Evans; Environmental Biologist reported the amount of work done by City staff. He further spoke to an email from Hazel Schuller and the accuracy of the comments.

Councilman Congress recognized Gates Castle for his 20 year plus of City service and wished Scott Krawzuck success.

Councilman Jennings also spoke to the service of Gates Castle.

Mayor Ruane spoke to attending the Planning Commission meeting as Council liaison. He also spoke to Chairman Valiquette spoke to bicycle safety. He indicated that a large problem was enforcing, but would begin an educational program. He also spoke Gates Castle's service to the City.

First Reading of an ordinance and scheduling of public hearing

ORDINANCE 12-004 PERTAINING TO CHAPTER 90 OF THE SANIBEL CODE ENTITLED "FEES", ARTICLE II, SECTION 90-59 AND ARTICLE IV, SECTION 90-486; REDUCING THE PERMIT, DEVELOPMENT REVIEW AND ADMINISTRATIVE FEES SET FORTH THEREIN RELATING TO THE MINIMUM FEE FOR ADDITIONS AND REMODELING, AND RELATING TO FEES FOR VARIANCES; ESTABLISHING SUCH REDUCED FEES AND SUPERSEDING AND REPEALING ALL PRIOR ORDINANCES AND RESOLUTIONS INCONSISTENT HERewith; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE

Ms. Zimomra read the title of Ordinance 12-004.

City Council schedule the second reading and public hearing for Tuesday, May 01, 2012 at 9:15 a.m.

ORDINANCE 12-005 PERTAINING TO BRAZILIAN PEPPER ERADICATION; AMENDING SUBSECTION 2 (b) OF ORDINANCE NO. 98-02 BY AMENDING THE BRAZILIAN PEPPER ERADICATION MAP REFERRED TO IN THAT SECTION; BY IMPLEMENTING A NEW MANDATORY BRAZILIAN PEPPER ERADICATION

ZONE NO. 6, IN ADDITION TO MANDATORY ERADICATION ZONE 1 REFERRED TO IN SECTION 3 OF ORDINANCE 98-02, ZONE 2 IN SECTION 2 OF ORDINANCE 00-015, ZONE 3 IN SECTION 2 OF ORDINANCE 02-007, ZONE 4 IN SECTION 2 OF ORDINANCE 05-008, AND ZONE 5 IN SECTION 2 OF ORDINANCE 10-007; DIRECTING THE CITY MANAGER TO MAINTAIN ON FILE IN THE PUBLIC RECORDS A COPY OF THE BRAZILIAN PEPPER ERADICATION MAP AS AMENDED AND THE DESCRIPTION OF THE MANDATORY ERADICATION ZONES (1, 2, 3, 4, 5, AND 6); PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Ms. Zimomra read the title of Ordinance 12-005.

City Council scheduled the second reading and public hearing for Tuesday, May 01, 2012 at 9:20 a.m.

Second Reading and Public Hearing

ORDINANCE 12-003 PERTAINING TO CHAPTER 14 OF THE SANIBEL CODE ENTITLED "BUILDING AND BUILDING REGULATIONS"; AMENDING ARTICLE IV, PERMITS, SECTION 14-191, FEE SCHEDULE, AND ARTICLE V, STANDARDS, SECTION 14-212, VALUE OF PROJECT OR WORK; AMENDING THE BUILDING PERMIT AND BUILDING REGULATION RELATED FEES SET FORTH THEREIN TO REDUCE SUCH FEES BY 25% WHILE MAINTAINING THE MINIMUM FEE STRUCTURE; ESTABLISHING THE CURRENT SCHEDULE OF FEES AND SUPERCEDING AND REPEALING ALL PRIOR ORDINANCES AND RESOLUTIONS INCONSISTENT HERewith; AND PROVIDING AN EFFECTIVE DATE (FEES EFFECTIVE APRIL 10, 2012)

Ms. Zimomra read the title of Ordinance 12-003. She noted that staff made a recommendation and can be only utilized for the Building Department operation.

Councilman Congress moved, seconded by Councilman Harrity, to adopt Ordinance 12-003.

Discussion ensued regarding reducing the fees by 25% and encourage re-development.

Public Comment

None

The motion carried.

ORDINANCE 12-001 AMENDING THE SANIBEL PLAN:

BY AMENDING SECTION 3.5.1 CAPITAL IMPROVEMENTS GOALS, OBJECTIVES AND POLICIES AND SECTION 3.5.2 IMPLEMENTATION, MONITORING AND EVALUATION, TO UPDATE THE CAPITAL IMPROVEMENTS ELEMENT INCLUDING THE ADOPTED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS; AND BY AMENDING SECTION 3.2.1 COASTAL ZONE PROTECTION GOALS, OBJECTIVES AND POLICIES, TO AMEND POLICY 3.1 TO ALLOW EXISTING ACCESSORY SWIMMING POOLS AND OTHER ACCESSORY STRUCTURES TO BE REDEVELOPED IN THE GULF BEACH ZONE PORTION OF THE RESORT HOUSING DISTRICT; AND BY AMENDING SECTION 3.6.2 FUTURE LAND USE, LAND USE PROJECTIONS, TO IDENTIFY THE STEPS TAKEN TO ADDRESS NON-CONFORMING DENSITIES IN BUILDING-BACK FROM SUBSTANTIAL DAMAGE CAUSED BY A NATURAL DISASTER AND REDEVELOPING RESORT HOUSING UNITS IN THE RESORT HOUSING DISTRICT; AND PROVISIONS OF THE

PLAN FOR PERMITTED USES, TO CLARIFY THAT CONTINUED USE OF EXISTING RESIDENTIAL STRUCTURES IS PERMITTED IN THE GULF BEACH ZONE AND TO STATE THAT REDEVELOPMENT OF EXISTING ACCESSORY SWIMMING POOLS AND ACCESSORY STRUCTURES LOCATED IN THE GULF BEACH ZONE PORTION OF THE RESORT HOUSING DISTRICT IS PERMITTED; AND PROVISIONS OF THE PLAN FOR DEVELOPMENT INTENSITY, TO INCLUDE PROVISIONS FOR BUILDING-BACK LAWFULLY EXISTING DWELLING UNITS SUBSTANTIALLY DAMAGED BY A NATURAL DISASTER AND REDEVELOPING LAWFULLY EXISTING DWELLING UNITS IN THE RESORT HOUSING DISTRICT; AND RESORT HOUSING, TO SUMMARIZE THE STEPS TAKEN TO RETAIN MOTELS, HOTELS AND RESORT CONDOMINIUMS WHEN REDEVELOPMENT OCCURS; AND PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Ms. Zimomra read the title of Ordinance 12-001.

Director Jordan spoke to the following:

- December 13, 2011 Planning Commission
- January 03, 2012 to City Council
- Sent to State for approval
- Final adoption today
- March 27th published legal advertisement
- Adopted 5 year schedule for the Capital Improvement
- Coastal Zoning Protection and second phase of adoption of Gulf Beach Zone
- Future Land Use Plan to clarify and steps taken under buildback and re-development
- Met all transmittal requirements

Vice Mayor Denham moved, seconded by Councilman Harrity, to adopt Ordinance 12-001.

Discussion ensued regarding properties would not be permitted to construct seaward of the State's 1974 Coastal Construction Control Line (CCCL), only existing accessory structures would be permitted (replacement structures) in the existing location if no alternate location could be found to be suitable and could not increase the dimensions of the location, Director Jordan noted it would only apply to those resorts and properties that were not totally demolished, to replace/repair, must demonstrate there was no feasible plan, would require a public hearing, plan amendment permits legal, trying to control that the location was not change, does not impact beach and requirement for native vegetation for storm water management, Director Jordan noted that the ordinance was researched with input from Natural Resources in relationship to any environmental impact and the conclusion was it would work as long as there was legislation to require restoration of the beach and did not diminish the beach carrying capacity, no violation of state or county law with the ordinance, Gulf Beach Zone was a permitted use when Sanibel was incorporated, major change was concerned with density and properties must buildback to the same density, and Director Jordan any new development would have to conform to the current density, any new development would need to conform to the current density as stated in the Sanibel Plan.

Public Comment

Hazel Schuller spoke to accreted land on the east side.

Mr. Cuyler noted there was no general authority for construction seaward of the Coastal Construction Line and only very limited approval.

Ms. Zimomra noted that the a statement was made that no one was watching the accreted land; every other City staff conducts a survey of a profile of the beach funded over the last several years by TDC.

The motion carried.

CONSENT AGENDA

Vice Mayor Denham asked that item c be pulled for discussion.

- c. Approve staff's ranking of the Architects for the Center4Life building improvements and direct staff to negotiate a contract with the top-ranked firm, Bessolo Design Group

Vice Mayor Denham noted that the building housed the Center4Life and CHR. He also noted the roof needed repair and more room for the Center4Life. He asked if CHR needed to look for another building.

Discussion ensued regarding \$90,000 in the budget this year and was it acceptable for the two entities to share space, recognize the elderly population, more space was required and consider the best use of the building, Councilman Congress would be bringing CHR lease suggestions in May, CHR could hold Board meeting in MacKenzie Hall, support the project, but need to know objectives, Ms. Zimomra noted staff could proceed the ranking, but develop agreement with alternatives, CHR agreement expiring in September, use building without rent, further support CHR by providing \$250,000, encouragement CHR should embrace the Sunshine law, meeting in MacKenzie Hall would help embrace Sunshine, and appropriate to do ranking.

Vice Mayor Denham moved, seconded by Councilman Harrity, to approve the ranking and direct staff to proceed with contract and develop the scope of the contract.

Mr. Cuyler noted that staff was authorized to negotiate with topped rank company and would go further down the list.

Public Comment

Herb Rubin spoke to the needs of the Center4Life.

The motion carried.

- b. **RESOLUTION 12-027 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-020 AND PROVIDING AN EFFECTIVE DATE** (To roll-forward actual FY2011 ending fund balance (pursuant to audited financial statements) to FY12 beginning fund balance for all funds. These amounts, which are more or (less) than the FY12 budget are being appropriated to FY12 ending fund balance to provide increases or (decreases) in fund balances available to be carried forward to FY13. This amendment increases the FY12 budget by \$3,373,842 although no new or additional funds are appropriated by this amendment. The changes in fund balance are: 1) General Fund, increase by \$2,096,684; 2) special revenue funds increase by \$487,386; 3) debt service funds increase by \$40,554; 4) capital project funds, increase by \$252,882; 5) sewer system, increase by \$213,424 and; 6) beach parking fund, increase by \$282,912)
- d. **RESOLUTION 12-024 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-025 AND PROVIDING AN EFFECTIVE DATE** (To budget and appropriate \$23,950 for tennis court repairs funded by a \$4,000 settlement from Peter Brown Construction Company, Inc. and \$19,950 from revenues generated from recreation fees. This amendment increases the FY12 budget by \$4,000)
- e. **RESOLUTION 12-028 GRANTING A WAIVER OF THE VARIANCE APPLICATION FEE RELATING TO PROPERTY LOCATED AT 1022 LINDGREN BOULEVARD AND 896 ANGEL WING DRIVE; AND PROVIDING AN EFFECTIVE DATE**
- g. **RESOLUTION 12-037 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-029 AND PROVIDING AN EFFECTIVE DATE** (Transfer \$35,880 from salary expense

to professional services for Gates Castle to provide consulting services between April 1, 2012 and September 30, 2012. This amendment does not increase the FY12 budget)

- i. **RESOLUTION 12-038 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-028 AND PROVIDING AN EFFECTIVE DATE** (To budget a total of \$2,500 for the rental of a van and repairs to the vandalized van owned by the recreation department. This amendment does not increase the FY12 budget)

- j. **RESOLUTION 12-033 APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE RELOCATION OF A SINGLE FAMILY DWELLING KNOWN AS “SHOREHAVEN” CURRENTLY LOCATED AT 1111 BIRD LANE, TO THE CITY OF SANIBEL’S HISTORICAL MUSEUM AND VILLAGE LOCATED AT 950 DUNLOP ROAD; AND PROVIDING AN EFFECTIVE DATE**

Ms. Zimomra read the titles of the above resolutions.

Vice Mayor Denham moved, seconded by Councilman Harrity, to adopt the above-mentioned resolutions.

Public Comment
None

The motion carried.

- a. Approval of minutes – March 06, 2012 Regular Meeting

- f. Recommendation to approve staff’s ranking of the disaster recovery services contractors and direct staff to negotiate contracts with the two top ranked firms; Crowder-Gulf and Ash Britt

- h. Award 2012 Bridge, Box Culvert and Water Control Structure Repairs Contract to Thomas Marine Construction, Inc., in the amount of \$68,325 and authorize the City Manager to execute same (Funds come from Public Works Street Division FY11 budget (Fund 101) and Tourist Development Council (TDC) fund in the amount of \$3,750 for the Bowman’s Beach Park Pedestrian Bridge. This does not increase the FY 12 budget)

- k. Recommendation that the City Attorney be authorized to execute a final release of lien relating to 2285 Wulfert Road, Sanibel and a Code Enforcement order for Brazilian pepper removal upon payment to the City of \$428.62 in City costs, and waiving all accrued fines

Vice Mayor Denham moved, seconded by Councilman Congress, to approve the above-mentioned Consent Agenda items.

Public Comment
None

The motion carried.

Council recessed at 10:30 a.m.

Council reconvened at 10:41 a.m.

COMMITTEES, BOARDS, COMMISSION

Acceptance of a resignation from Paul Reynolds, Planning Commissioner

Vice Mayor Denham moved, seconded by Councilman Harrity, to accept Mr. Reynolds' resignation with regret.

Public Comment

None

The motion carried.

RESOLUTION 12-034 APPOINTING A MEMBER TO THE SANIBEL PLANNING COMMISSION; AND PROVIDING AN EFFECTIVE DATE

Ms. Zimomra read the title of Resolution 12-034.

Discussion ensued regarding the current Planning Commission membership was more toward business community and at one time the number went in the other direction, a new member would have an impact on the Planning Commission and members should be balanced more in favor of the environment.

Mr. Cuyler passed out ballots.

Ballots were returned to Mr. Cuyler and he announced the votes as follows:

Ralph Sloan	0
Karen Storjohann	2
John Talmage	3

Vice Mayor Denham moved, seconded by Councilman Harrity, to adopt Resolution 12-034 and fill in the blank with the name of John Talmage.

Public Comment

None

The motion carried.

RESOLUTION 12-036 PERTAINING TO THE SANIBEL BOARD OF TRUSTEES OF THE GENERAL EMPLOYEES' RETIREMENT PLAN BOARD OF TRUSTEES; RATIFYING THE CITY MANAGER'S APPOINTMENT OF HAROLD LAW, BUILDING DIRECTOR TO SERVE ON THE BOARD OF TRUSTEES; PROVIDING THAT SUCH MEMBER IS TO SERVE THE REMAINING TERM OF GATES CASTLE, PUBLIC WORKS DIRECTOR, COMMENCING APRIL 3, 2012 AND EXPIRING ON SEPTEMBER 30, 2013; AND PROVIDING FOR AN EFFECTIVE DATE

Ms. Zimomra read the title of Resolution 12-036. She explained that one member was the City Manager's designate and must be ratified by City Council.

Councilman Congress moved, seconded by Mayor Ruane, to adopt Resolution 12-036.

Public Comment

None

The motion carried.

Advisory Committees
Annual Reports
Financial Assistance Committee
Historical Preservation Committee
Parks and Recreation Committee
Vegetation Committee

Ms. Zimomra noted that the reports were in the agenda packets. She further stated that the Historical Committee recommendation to upgrade Historical plats.

Discussion ensued regarding the Financial Assistance Committee and if Council could expand the committee by two members, from 5 to 7 due to the demand of the committee work, Mr. Cuyler answered that the resolution would be amended and adopted at the May meeting to increase the membership.

Mayor Ruane moved, seconded by Councilman Jennings, to expand the Financial Assistance Committee from 5 to 7 members.

The motion carried.

Discussion ensued regarding members should be part of the New Years Eve party raising money for financial assistance for island children attending the recreation center programs, with the resignation of a parks and recreation committee member would staff be advertising, Ms. Zimomra answered that the membership was to be reduced through attrition by legislation and the committee would be within the range of 9 members.

Ballots for the Financial Assistance Committee were passed to Council.

Mr. Cuyler read the votes as follows:

Nancy Bender	5
Jean Ann Dewalt	5
Maggi Feiner	5
Shelley Greggs	5
Lynn Riddlehoover	5
Richard McCurry	5
Barry Roth	5
David Sass	1

RESOLUTION 12-029 APPOINTING MEMBERS TO THE FINANCIAL ASSISTANCE COMMITTEE; AND PROVIDING AN EFFECTIVE DATE

Ms. Zimomra read the title of Resolution 12-029.

Vice Mayor Denham moved, seconded by Councilman Harrity, to adopt Resolution 12-029.

The motion carried.

RESOLUTION 12-030 APPOINTING MEMBERS TO THE SANIBEL HISTORICAL PRESERVATION COMMITTEE; AND PROVIDING AN EFFECTIVE DATE

Ms. Zimomra noted all members had requested to be appointed. She read the tile of Resolution 12-030.

Vice Mayor Denham moved, seconded by Councilman Harrity, to adopt Resolution 12-030.

Public Comment
None

The motion carried.

RESOLUTION 12-031 APPOINTING MEMBERS TO THE SANIBEL PARKS AND RECREATION COMMITTEE; AND PROVIDING AN EFFECTIVE DATE

Ms. Zimomra read the title of Resolution 12-031. She noted that there was one member requesting not to be re-appointed.

Vice Mayor Denham moved, seconded by Councilman Harrity, to adopt Resolution 12-031 and enter all existing committee member names with the exception of the member not wanting to be re-appointed.

The motion carried.

RESOLUTION 12-032 APPOINTING MEMBERS TO THE SANIBEL VEGETATION COMMITTEE; AND PROVIDING AN EFFECTIVE DATE

Ms. Zimomra read the title of Resolution 12-033. She noted that Ann Talcott had asked not to be re-appointed.

Councilman Congress moved, seconded by Mayor Ruane, to adopt Resolution 12-032 and enter all existing committee members' names with the exception of Ann Talcott.

Council thanked Ms. Talcott for her service.

The motion carried.

Appointments of Council liaisons

Vegetation Committee	Jennings
Financial Assistance Committee	Congress
Horizon Council	Harrity/Ruane

Mayor Ruane moved, seconded by Councilman Congress, to approve the above changes.

Public Comment

Barry Roth thanked Council for expanding the committee, thanked Councilman Jennings for his service to the committee and welcomed Councilman Congress.

The motion carried.

OLD BUSINESS

Discussion regarding Public Relations Water Quality Campaign

Vice Mayor Denham spoke to the following:

- Last several years fought fertilizer pre-emption
- Need an alternative plan for the coming year called "Plan B"
- Past problems with huge fish kills and red drift algae
- 50+ communities have ordinances
- Have had a defensive strategy
- Recommend an offensive legislative strategy
 - Develop a legislative initiative to assure of all harmful discharges into all waterways
 - Develop a legislative initiative to assure authorities broad regulatory authority to control harmful discharges in to the waterways
 - Ensure cities/counties able to achieve the federal mandated stormwater quality standards
 - Bill to grant regulatory authority to cities/counties
 - Persuade local legislators to sponsor an appropriate watershed quality control bill

Mr. Cuyler spoke to a final product for next years' legislative session and start talking to organizations for their acceptance with a report in May, 2012.

Discussion ensued regarding why not a Regional Planning Council (RPC) initiative, surrounding counties and take to RPC, Council's agreement to go forward, Mayor and Vice Mayor approach other governmental entities, agenda item in May, 2012, present to RPC in June, legal to develop a bill, plays perfectly within Council goals, great timing with candidate campaigns, sponsor for the bill, include in municipal budgets, FLC concerned with topic and approach FLC attorneys.

Vice Mayor Denham continued to present the following:

- Public Relations/Education Strategy
 - Region-wide program
 - Local and civic associations
 - Retail, hotels, business
 - Use social media
 - Newspapers
 - Lee County agreed to match City funds
 - Possibility \$80,00 to \$100,000

Discussion ensued regarding getting into the budget cycle, contacting Florida League of Cities and should be an environmental priority.

Public Comments

Barbara Cooley spoke to her agreement.

Karen Storjohann spoke to cost and wonder why fertilizer companies were not marketing their product.

Rae Ann Wessell spoke to her agreement and SCCF would be willing to continue to work with Sanibel. She noted there were 50 other communities and would be beneficial with their legislative delegation. She suggested approaching with a community of regions building a momentum.

Ms. Zimomra noted that Verizon would not be here to discuss the issue on the agenda.

Due to the auditors needing to leave Council decided to hear their report. Council agreed.

Presentation of City of Sanibel's Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2011 by CliftonLarsonAllen, LLP

Marty Redovan and Rob Willows were present for discussion.

Mr. Redovan spoke to the following:

- Document excellent
- Opinion reflect the audit was complaint
- Reports on internal control – no material weakness and no events of non-compliance
- Management letter complied with investment
- Review of comments – IT had made progress from last year

Ms. Zimomra recognized Sylvia Edwards, Finance Director.

Mayor Ruane moved, seconded by Vice Mayor Denham, to accept the report.

Public Comment

None

The motion carried.

Status report regarding the Cultural Arts Center

Councilman Harrity reported the following:

- Continuation of dialog
- SCA very cooperative with B.I.G. Arts
- Looking at the recycling area
- Moving slow, but focused
- Ask permission to include the recycle area

Discussion ensued regarding aggressive were the plans for everyone and entities moving fast, but had slowed down because everyone was working together.

Public Comment

Claudia Burns asked if the Town Square/Town Center was the same discussion.

Councilman Harrity explained the possibility of having a town center/town square and was in the Sanibel Plan. He continued to explain that when he discovered SCA had plan, he felt it was an opportunity to work together, thus he began a dialog with shareholders.

Claudia Burns asked if the cultural center was a part or only the center and was the report only cultural arts.

Councilman Harrity answered that he was trying to keep Council and residents apprised of his activities.

Staff recommendation regarding island charity car washes

Mayor Ruane noted staff's recommendation.

Ms. Zimomra noted this was a policy and needed a motion.

Vice Mayor Denham moved, seconded by Councilman Congress to accept the recommendations.

The motion carried.

Matters relating to the Communication Tower approved in Resolution 11-007 to be constructed by Verizon Wireless at the Donax Waste Water Reclamation Facility property

Direction to Verizon Wireless on two issues pursuant to the requirement of Resolution 11-007 (which approved the communication tower at the Donax site):

Whether the flag pulley system is to be constructed on the inside or the outside of the communication tower (Note: The communication tower is to be constructed with a "stealth design" as a flag pole with antennae on the inside of the pole)

Whether down lighting will be required as part of construction in the event the flying of a flag is authorized at a later date

Ms. Zimomra noted this would be on the May City Council agenda.

Newly Proposed Trail Extensions

Proposed path south of Community Park

Proposed path from Pond Apple Park to Bailey Homestead

Ms. Zimomra spoke to Councilmembers walking trails with staff. She noted that since Community Park was developed staff had looked for a connectivity trail through SCCF land. She further explained it would not be a

paved trail was an upland trail and had been taken to the Parks and Recreation Committee. She also explained that the Parks and Recreation Committee recommended that the trail be extended through the SCCF land to Tarpon bay Road.

Mr. Evans spoke to the following:

- Sanibel Community Park Preserve Extension Project
 - 5.8 mile trail
 - 3 options; northern option was along Periwinkle corridor and did not give the natural experience
 - Look at Buttonwood sloth, which was an existing fire line the City maintains
 - Southern route that goes through wetter areas along a ridge that runs along historic sections of the Sanibel River
 - Extending to south would allow visitors to get to Tarpon Bay
 - Parks and Recreation Committee made a motion to recommend the southern route
 - Estimated cost of \$5,800
 - Include installing an informational kiosk
 - Alligator warning signs along the ponds
 - Would like to put in a small bench and/or picnic tables
 - Small amount of mulch to put in lower areas
 - Part of the central area in the Buttonwoods may flood seasonally, but would not be filled in
- Pond Apple Park Shipley Trail Connector Project
 - Includes all of the Pond Apple Park trail, which was 1.62 miles long
 - Loop trail that originates at the Chamber of Commerce
 - Extends around the reuse ponds
 - Adjacent to the Scholsser Preserve
 - Trail loops back to the Chamber of Commerce
 - Recommendation to extend the trail cooperatively with SCCF
 - Broadwalk would be constructed over the Scholsser Preserve, which was wetlands to the adjoining Bailey Home Preserve owned by SCCF and extends to Roadside City Park
 - 2.4 mile loop trail; one-way 1.2 miles
 - Total cost approximately \$200,000
 - Would use composite materials, which would drop the cost by \$20,000
 - SCCF would participate with a 50% cost-share
 - A grant application had been submitted to Florida Parks and Trails for the greenways program in the amount of \$74,000

Discussion ensued regarding wood needing replaced due to deterioration, concern of slipperiness of composite material, Mr. Evans answered that staff had reviewed other material, multiple organizations interested in the project and suggest staff speak with Cape Coral, Ms. Zimomra noted the deadline was March 30th for grant submission and would like to place on the list of initiatives for the budget, cost of maintenance, City Manager brought to Council's attention the budget process, Pond Apple Park extension trail may go through two budget processes due to permits, should not count on grants, SCCF partnering with Sanibel and should give staff direction.

Ms. Zimomra noted Community Park could be done within the current budget.

Councilman Congress moved, seconded by Mayor Ruane, to move forward with the Community Park Fanny s Preserve extension trail.

Public Comments

Larry Schopp spoke to his agreement.

The motion carried.

Ms. Zimomra asked Council to give staff direction to move forward and include the Pond Apple Park Trail within the budget initiative.

Mayor Ruane moved, seconded by Councilman Jennings, to include the Pond Apple Park trail within the budget initiatives.

Discussion ensued regarding if SCCF would split the project 50/50.

Public Comment

Patti Sousa spoke to SCCF splitting the cost of the project 50/50.

The motion carried.

RESOLUTION 12-035 OF THE CITY COUNCIL OF THE CITY OF SANIBEL EXPRESSING ITS INTENT TO DECLARE A SPECIAL ASSESSMENT TO FUND A PUBLIC IMPROVEMENT AS AUTHORIZED BY THE HOME RULE PROVISION OF THE FLORIDA CONSTITUTION, GENERAL LAW AND THE SANIBEL CHARTER FOR THE PAVING OF NERITA STREET; ADOPTING THE PROCEDURES SET FORTH IN CHAPTER 170, FLORIDA STATUTES; PROVIDING FOR A DESCRIPTION OF THE NATURE AND LOCATION OF THE IMPROVEMENT, THE MANNER OF LEVYING ASSESSMENTS, THE ESTIMATED COST AND THE DESCRIPTION OF THE LANDS UPON WHICH THE ASSESSMENT SHALL BE LEVIED, AND OTHER MATTERS REQUIRED BY CHAPTER 170, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE

Mr. Cuyler spoke to the following:

- City does not impose paving districts on residents
- Process used was that if a neighbor wanted a street paved and wanted to go through an assessment district they approach City Council
- 80% approval requirement of those persons requesting to be assessed
- Council heard from residents that the 80% was a high threshold to get to
- Council agreed and established the threshold at 66%
- Petition brought to City Council with an excess of 66%
- Council directed staff to start on assessment district
- Resolution 12-035 the first step in the assessment process
- Would not be on tax bill
- Residents would have 3 years to pay
- Email that a property owner noted there had been a change in property owner and did not change the process
- Resident asked if City still had approval of the neighbor because if the new property was against the assessment, it would be below the 66%
- Opined that the change did not make any difference
- Under Florida Statue Council could make the improvement without residents agreement
- Received change of homeowner from resident

Scott Krawczuk spoke to the following:

- Since 1999 Nerita residents of the shell portion of Nerita from East Gulf to Junonia have requested that Public Works pave the street
- Staff supports the paving
- Reduced maintenance costs
- Could be part of the FY12 street resurfacing project

- Paving to occur in the summer

Discussion ensued regarding staff completing the process to pave Nerita Street, Mr. Cuyler noted that the requirement of a petition by resolution to be signed by property owners up to a certain threshold for approval, which was now 66%, petition submitted to Council and approved, Council gave direction to begin the assessment district and public works was working on the physical side of things and legal working through the legal side and Resolution 12-035 was the first step.

Ms. Zimomra read the title of Resolution 12-035.

Vice Mayor Denham moved, Mayor Ruane seconded, to adopt Resolution 12-035.

Public Comment

Bob Bohoken spoke to the new resident and noted the resident was not in favor of the paving and he further spoke to his disagreement of the proposed paving. He asked if there was now only 66.3% would Council go forward.

Mayor Ruane answered that the discussion was Council's deliberation.

Tom Krekel spoke to his agreement with the paving.

Gail Greenwood spoke to paving Junonia, and suggested using a different contractor because the pavement was crumbling in areas.

Larkin Hammond asked property was bought wasn't it the responsibility that there were liens?

Mr. Cuyler noted there was no lien on the property.

Phil McFadd spoke to his agreement with the paving.

Mike Arrlea spoke to his agreement with the paving.

Lynn Arrlea spoke to her agreement with the paving. She also spoke to the health hazard.

Council asked for the paving steps.

Mr. Cuyler noted the following:

- Resolution of intent on agenda
- Check property owners
- City pays 1/3 of costs
- Residents pay 2/3's cost
- Final hearing later and if adopted assessment district formed

Discussion ensued regarding legal point of view was there an option, Mr. Cuyler noted that in City processes that was a certain point in time when decisions were made and he further noted that Council had the authority to stop the process.

The motion carried.

NEW BUSINESS

Consideration of an offer to sell to the City property located on the west side of Tarpon Bay Road between Sanibel Captiva Road and the vacant former restaurant building

Ms. Zimomra noted that staff had not completed a due diligence report and if Council wanted a report, staff would proceed.

Mr. Cuyler explained the following

- Property between post office and vacant restaurant property
- Surrounding the property was SCCF and City property
- Mr. MacDonald proposed selling the property to the City
- Was advised by the Planning Department that he had one residential unit
- Wanted to recoup money
- Resident aware there was environmental land surrounding property
- Offer was \$250,000

Public Comment

Mr. McDonald purchased 3 parcels; put together plans for below market rate housing; spoke to Bob Duffy, former Planning Director; trying to recoup investment;

Discussion ensued regarding opportunity for the right price, strategically falls within town square, should Council direct staff to review to see the worth of the property, challenges with parking, challenging time to spend taxpayers money, need compelling information, tap local experts for the value, inquired of timeframe for purchase, Mr. McDonald was willing to wait for an answer while staff investigates identifying the use, direction of community benefit and incite from realtors relative to value, surrounded by Sanibel Gardens, and allow staff to investigate regarding uses of property.

Public Comment

Larry Schopp asked the total acreage and current zoning; 1.68 acres and zoned residential

Gloria Hannan spoke to the abutment of Sanibel Gardens.

Mayor Ruane moved, Vice Mayor Denham, to direct staff to identify questions, uses, acreage, cost on the west side of Tarpon Bay, with 3 realtors opinion and bring back to Council. 3 realtors.

The motion carried.

Ms. Zimomra noted that Officer Grace Toliver was in the back of MacKenzie Hall and had would graduate in April with her Masters' degree in Criminal Justice with an emphasis in forensics.

CITY MANAGER

Informational Items

Status of Lighthouse restoration

Ms. Zimomra noted the options for the lighthouse as follows:

- Painting and a cosmetic repair
- Repair of doors and platform
- Applied for a number of grants including the State's historical fund without results
- Rolled over from last year without funds
- Placed on MPO for transportation projects, but listed as a low priority for 2014/15
- Placed in current year's budget
- Staff proceed with engineering at a cost of \$6,000 to \$7,000
- In the process of asking FDOT if completed project prior to FY14/15 could costs be reimbursed
- If funded through MPO the project would be completed to federal standards
- If Council agreed ND contracted with FDOT - would they serve as the federal agent

Discussion ensued regarding all funds in budget, \$300,000 budgeted in beach parking fund to complete the project, had not taken bids and MPO putting together the 25 year MPO plan this project was a very low priority and \$5 billion short for requested MPO funding.

Mr. Krawczuk noted the doors in bad shape and some things would need attention before any funding was awarded.

Councilman Harrity moved, Vice Mayor Denham, directed staff to proceed with current plan.

Public Comment

None

The motion carried.

Building Department Monthly Revenue Report, February, 2012
Building Department Monthly Permit and Inspections, February, 2012
Planning Department Permit Activity Report, February, 2012
Planning Department Code Enforcement Activity Report, February, 2012
Grease Trap Report, March, 2012
Causeway Report, January, 2012

Ms. Zimomra noted the remaining reports were for information only.

CITY ATTORNEY'S REPORT

None

COUNCIL MEMBERS' REPORT

Report of attendance at the Florida Municipal Insurance Trust (FMIT) meeting March 29 and 30th, 2012

Mayor Ruane noted the following:

- Going through process of pricing insurance and re-insurance
- Re-insurance was what insurance companies do to insure their own insurance to mitigate the downside
- Re-insurance would be more expensive in the future
- Placed throughout the United States and abroad - 220% increase
- Cover health, property, workers compensation, liability, flood and comprehensive items
- Trustee for the Investment Trust and consider going on the Pension Board
- Would provide investment returns to City Manager and Burgess Chambers because fund doing better than GEPC

Report of attendance at the March 16, 2012 Tourism Development Council (TDC) meeting

Discussion ensued regarding any reason for concern of beach funding being reallocated, went through previous allocations at 13.4% ball parks, 33.3% beaches and 53% for marketing, County attorney advise the board was not following the statute of 26% beaches, 20% ballpark and 53% for marketing, not enough money and challenges to reallocate and have no room the change percentages and the only thing to date was to increase the bed tax by 1%, gave a 2009 presentation of the impact ball parks have on the economy, Sanibel seat on TDC up 2013, time up in March, legislation that would have made cycles 2 years was dropped, 16 years before Sanibel was represented, two elected municipalities, one by population and bed tax, no legislation before Sanibel's seat expires Discussion ensued regarding any reason to be concerned with more money going to ball parks, 26% beach, 23% ball park and 56% for marketing.

Report of attendance at the City of Punta Gorda Council meeting regarding fertilizer

Vice Mayor Denham noted that he was invited to attend the Punta Gorda Council meeting for a fertilizer discussion and felt they would adopt a fertilizer ordinance at their next meeting.

Vice Mayor Denham noted that he would like to have approval to send a thank you letter to Fred Dickinson.

Mayor Ruane moves, seconded by Councilman Harrity to send a thank you letter to Fred Dickinson and allow Vice Mayor Denham sign.

The motion carried.

Councilman Harrity spoke to a new film completed by WGPU regarding tarpon fishing.

Councilman Congress noted the General Employees Pension Board of trustees meeting was scheduled for Thursday, April 05, 2012.

PUBLIC COMMENT

George Sousa thanked Council for the time they each give the City.

There being no further business the meeting was adjourned at 1:51 p.m.

Respectfully submitted by,

Pamela Smith, MMC
Sanibel City Clerk

Memorandum

DATE: May 1, 2012

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Acting Public Works Director Scott Krawczuk SK

RE: Disaster Recovery Services

RECOMMENDATION: Approve Agreements for Disaster Recovery Services with Crowder Gulf and Ash Britt, Inc. and authorize the City Manager to execute the agreements.

In 2000 and 2004 the City entered into agreements with Crowder/Gulf Joint Venture for disaster recovery services, including debris removal, storage and disposal. Such agreements save time during the critical period immediately following an event by avoiding the necessity of soliciting proposals at that time. Pre-disaster agreements also potentially save money by having the cost of services included in the agreement.

In 2008, the City entered into disaster recovery services agreements with Crowder Gulf and Ash Britt, Inc. in accordance with FEMA requirements to have at least two pre-qualified debris and wreckage removal contractors identified prior to a disaster. These three year agreements expired on June 3, 2011 and were extended to June 3, 2012 through a one year extension provision in the agreements.

At its April 3, 2012 meeting, City Council authorized the City Manager to negotiate agreements with Crowder Gulf and Ash Britt, Inc., which had been top-ranked utilizing the Consultants Competitive Negotiations Act procedures. The negotiations resulted in the attached agreements, which are presented for your review. The agreements allow the City to utilize the services of either one or both of the contractors at its discretion. In order to have the agreements expire at the end, rather than the beginning, of hurricane season, the terms of the proposed agreements are 3 ½ years with 2 optional 1 year extensions.

Staff recommends that City Council approve the Agreements for Disaster Recovery Services with Crowder Gulf and Ash Britt, Inc. and authorize the City Manager to execute the agreements.

cc: Finance Director Sylvia Edwards
City Attorney Ken Cuyler

AGREEMENT FOR DISASTER RECOVERY SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between the **CITY OF SANIBEL**, a municipal corporation located in Lee County, Florida (hereinafter referred to as "CITY"), and **CROWDER-GULF JOINT VENTURE, INC.** (hereinafter referred to as "**CONTRACTOR**"). (CITY and CONTRACTOR may be referred to hereinafter individually as "party" and collectively as "parties").

WITNESSETH:

WHEREAS, CITY lies on the West coast of the State of Florida and, as such, may experience massive destruction wrought by the impact of a hurricane landfall, violent storms spawning tornados, as well as any other natural and/or manmade disaster (hereinafter referred to as "Events"); and

WHEREAS, it is necessary and in the best interests of the citizens of the CITY to contract for debris removal and disaster recovery technical assistance to appointed and elected officials within the CITY, on an as-needed and as-directed basis to respond to such Events; and

WHEREAS, this Agreement is intended to meet, in all respects, the debris removal eligibility criteria for disaster recovery services that applicants must meet in order to receive assistance under the FEMA Public Assistance Program and shall be construed to meet such eligibility criteria and to be in compliance with all federal, state and local requirements for such contracts;

NOW, THEREFORE, CONTRACTOR for and in consideration of the sum of Ten Dollars and no/100 (\$10.00), acknowledged to have been paid, and the covenants set forth below, and for other good and valuable considerations acknowledged by the parties to be sufficient, said parties hereto agree as to the following:

1. RECITALS INCORPORATED

The above recitals are acknowledged by the parties to be true and correct and are hereby incorporated as part of this Agreement as if fully set forth below.

2. SCOPE OF SERVICES ONE - DEBRIS REMOVAL

It is the intent of this Agreement for the CONTRACTOR to remove as quickly as possible all hazards to life and property resulting from an Event in the CITY. Clean up, demolition and removal will be limited to (1) that which is determined to eliminate immediate threats to life, public health, and safety, (2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property, and (3) that which is considered essential to ensure economic recovery of the CITY to the benefit of the community-at-large. The Services shall consist of clean up, demolition, removal, reduction and disposal of debris as directed by the City Manager, or designee, of the CITY.

Specifically the Scope of Services (hereinafter also referred to as “Services”) will include the items listed in Attachment 1 and such Services and equipment shall be priced as set forth in Attachments 2(A) and 2(B) of this Agreement under the corresponding heading, both Attachments incorporated as part of this Agreement and made an integral part hereof.

3. SCOPE OF SERVICES TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

It is the further intent of this Agreement for the CONTRACTOR to provide disaster recovery technical assistance to appointed and elected officials within the CITY. This Service shall include Program Management Assistance. Specifically the Scope of Services will include the items listed in Attachment 1 and such Services and items shall be priced as set forth in Attachments 2(A) and 2(B) of this Agreement under the corresponding heading.

4. ACKNOWLEDGEMENT BY CONTRACTOR THAT CITY IS CONTRACTING WITH TWO QUALIFIED FIRMS

CONTRACTOR acknowledges that CITY selected two (2) qualified bidders for disaster recovery services and CITY will enter into both this Agreement for Disaster Recovery Services with CONTRACTOR and a separate Agreement for Disaster Recovery Services with the other qualified bidder. CONTRACTOR understands, acknowledges and agrees that it is CITY’S intent to provide a Notice to Proceed to either CONTRACTOR, (i.e., Crowder Gulf) or the other qualified bidder under a separate Agreement for Disaster Recovery Services, or to both CONTRACTOR and such other disaster recovery services contractor/provider at the same time, depending upon the extent and damage caused by an Event. Such decision to use one or both recovery services providers shall be at the sole discretion of the CITY. CONTRACTOR agrees that it will at all times be staffed, prepared, and when necessary, mobilize, respond and provide disaster recovery services to CITY upon issuance of the CITY’S Notice to Proceed to CONTRACTOR, as if it were the CITY’S only disaster recovery services CONTRACTOR. CONTRACTOR agrees that at no time shall the CITY’S contract with another disaster recovery services contractor/provider affect the CONTRACTOR’S timing, speed or quality of response in the event that CONTRACTOR is directed by CITY through a Notice to Proceed to respond during or immediately after an Event.

5. SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in this Agreement and Attachments to this Agreement, the CONTRACTOR shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Notice to Proceed as agreed upon by both parties.

6. PERMITS AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the Services as requested or required by this Agreement shall be secured and paid for by the CONTRACTOR unless otherwise stated in this Agreement.

7. DISPOSAL AT APPROVED SITES

CONTRACTOR agrees that all debris must be disposed of only at an EPA or other federally approved disposal site. CONTRACTOR accepts responsibility and shall be solely liable for the deposit or disposal of any debris at any site other than an EPA approved or other federally approved disposal site.

8. SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct all Services provided pursuant to this Agreement. The CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedure(s) for all Services. The CONTRACTOR will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor by the CITY'S Authorized Representative shall be as binding as if given to the CONTRACTOR.

The name(s) of the supervisor(s) will be supplied to the CITY for each issuance of a Notice to Proceed through an attachment to this Agreement in the form of a Memorandum for the Record.

CONTRACTOR shall provide a safe working environment for all employees, subcontractors or other entities under control or direction of CONTRACTOR, which shall include the requirement of properly and safely constructed monitoring towers, where applicable.

9. HURRICANE PRE-LANDFALL PREPAREDNESS

In the event that the CITY is located within the predicted cone of uncertainty of a Category 2 or above hurricane, or predicted to be a Category 2 or above hurricane at landfall, CONTRACTOR shall, upon notification from the City Manager or designee, have a qualified supervisor with decision making authority located in Lee County, Florida at the time of the hurricane landfall or as immediately thereafter as possible. The purpose of this provision is to have CONTRACTOR'S authorized representative and supervisor present immediately for commencement of all activities necessary for CONTRACTOR'S disaster recovery services pursuant to this Agreement.

10. CHANGES IN SERVICES

The CITY may at any time, as the need arises, order changes within the Scope of Services without invalidating this Agreement. All changes affecting the project's costs or modifications of the terms or conditions of the Agreement shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the CITY and the CONTRACTOR. All changes must be recorded on a written Contract Change Order before CONTRACTOR may proceed with the changes to the Services provided. Such change in Services may also include CONTRACTOR'S prompt replacement or substitution of any supervisor assigned by CONTRACTOR that CITY finds to be unresponsive or otherwise unacceptable for CITY'S purposes.

11. TERM OF AGREEMENT

The term of this Agreement shall be from June 5, 2012 through December 4, 2015.

12. RENEWAL OF AGREEMENT

This Agreement may be renewed for two additional one-year extensions after concurrence of both parties on any negotiated changes to the terms and specifications contained in this Agreement. Attachment 2 of this Agreement may be reviewed on an annual basis at which time, amended unit costs may be submitted by CONTRACTOR to CITY to reflect the current disaster recovery average market value of Services listed in Attachment 1 and priced in Attachment 2 of this Agreement, proof of such market value to be established in writing by CONTRACTOR to CITY'S satisfaction. Such amendments shall become part of this Agreement after a concurrence and signature of both parties.

13. TERMINATION

Either party upon 365 days written notice to the other party may terminate this Agreement, with or without cause.

14. INSURANCE AND BONDS; CERTIFICATES OF INSURANCE

- (a) CONTRACTOR shall name the CITY as additional insured on CONTRACTOR'S insurance policies. CONTRACTOR shall be required to maintain the following limits:

Worker's Compensation - Statutory Limits of the State of Florida;
General Liability - One Million Dollars (\$1,000,000) any single occurrence
Additional Liability Umbrella - Five Million Dollars (\$5,000,000)

(b) CONTRACTOR shall provide CITY a Certificate of Insurance evidencing such coverage prior to the commencement of each hurricane season. Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. New Certificates of Insurance are to be provided to the CITY at least fifteen (15) days prior to coverage renewals. Receipt of Certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

At the CITY'S option the CONTRACTOR will furnish a performance and payment bond for any and/or all Notices to Proceed. The cost of said bond premium will not be an additional cost to the CITY.

15. PENALTY FOR NON PERFORMANCE

In addition to any bond payment/forfeiture, the CONTRACTOR will be penalized \$100,000 per day for failure to be mobilized to the CITY within 24 hours of the issuance of the Notice to Proceed with sufficient equipment, manpower, and other required resources to perform the Services pursuant to this Agreement.

16. WARRANTY OF TITLE AND WAIVER OF LIEN

The CONTRACTOR shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise by any person or persons whomsoever to remain on file with the CITY against any money due or to become due for any work done or materials furnished under this Agreement or by any reason or claim or demand against CONTRACTOR. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Agreement.

17. SUBCONTRACTING

- (a) The CONTRACTOR shall be fully responsible to CITY for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons employed by it. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the services and give the CONTRACTOR the same powers regarding terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provisions of this Agreement.
- (b) Nothing contained in this Agreement shall create any additional relationship between any subcontractor and the CITY. The CONTRACTOR shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the CITY upon issuance of a Notice to Proceed (or as soon as reasonably possible thereafter) pursuant to this Agreement and updated by the

CONTRACTOR to the CITY on a bi-weekly basis during CONTRACTOR'S Services. The CONTRACTOR shall not use a subcontractor or material supplier whom the CITY has a reasonable objection to, and shall make all reasonable attempts to subcontract with local firms currently doing business within the CITY and/or Lee County, Florida.

18. OTHER AGREEMENTS

The CITY may be required to enter into agreements with Federal and/or State agencies for disaster relief. The CONTRACTOR shall be bound by the terms and conditions of such agreements and shall make good faith efforts to assist CITY in complying with the requirements of such Agreements, including but not limited to requirements for Federal and State reimbursements.

19. CITY OBLIGATIONS

The CITY shall furnish all information and documents necessary for the commencement of services, to include a valid written Notice to Proceed. CONTRACTOR shall provide CITY with CONTRACTOR'S emergency e-mail and fax numbers upon execution of this Agreement to assure CITY'S ability to forward a Notice to Proceed under emergency circumstances. The CITY'S Public Works Director, Gates Castle, is hereby designated by the CITY to be the primary contact person for inspecting the work and answering any on-site questions prior to and after CITY'S issuance of a Notice to Proceed. In the absence of the Public Works Director, CITY will authorize a designee in writing.

20. ENTIRE AGREEMENT

- (a) This Agreement and the Attachments incorporated herein contain the entire Agreement of the parties, and there are no other binding promises or conditions between the parties in any other agreement whether oral or written.
- (b) In the event of any conflict between the provisions of this Agreement document and any attachment hereto incorporated as part of the Agreement, the provisions of this Agreement document shall prevail.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Contract effective the date first written above.

WITNESS:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

CONTRACTOR:

**CROWDER-GULF
JOINT VENTURE, INC.**

BY: _____

John Ramsay, President

Address: 5435 Business Parkway
Theodore, AL 36582

CORPORATE SECRETARY ATTEST:

Signature

Printed Name

ATTEST:

Pamela Smith, City Clerk

CITY OF SANIBEL:

By: _____
Judith A. Zimomra, City Manager

APPROVED AS TO FORM:

Kenneth B. Cuyler, City Attorney

Date

ATTACHMENT 1
TO
AGREEMENT FOR DISASTER RECOVERY SERVICES

The following is a listing of services and/or tasks to be provided by CONTRACTOR to CITY upon receipt by CONTRACTOR of a Notice to Proceed:

1. **SCOPE OF SERVICES ONE - DEBRIS REMOVAL**

(a) Emergency Road Clearance

The CONTRACTOR shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the CITY. This operational aspect of the Scope of Services shall be for the first 100 (plus or minus) hours after an event for all roads and 24 hours for roadways which are part of the Federal Highway system. Once this task is accomplished, the following tasks will begin as required.

(b) Debris Removal from Public Property (Rights-of-Way, Publicly Owned Properties - Pick-up and Haul)

As identified by and directed by the CITY, the CONTRACTOR shall accomplish the demolition, pick-up and hauling of all eligible debris to the designated Temporary Debris Staging and Reduction Sites (TDSRS's) from public property and rights-of-way, and shall maintain debris work sites to required and appropriate use standards, safety standards, and regulatory requirements.

(c) Debris Removal from Private Property (Right-of-Entry Program - Pick-up and Haul)

Should an imminent threat to life, safety and health to the general public be present on private property, the CONTRACTOR (as identified by and directed by the CITY), will accomplish the pick-up and hauling of debris to the TDSRS's from private property. Upon receipt of the completed right of entry form and hold harmless agreement from private property owners, and execution of the non-duplication of benefits agreement from the CITY, the CONTRACTOR shall also demolish those residences and personal property, as identified by the CITY. The CONTRACTOR will place all debris collected through this process in the right-of-way, where the above Scope of Services (Debris Removal from Public Property) shall commence. The CITY has determined that it is in the best interest of the health and safety of its citizens to provide this service when CITY so directs. Attached to this Agreement are copies of the forms to be executed by the individual property owners. The CONTRACTOR shall maintain debris work sites to required and appropriate use standards, safety standards, and regulatory requirements.

(d) Hazardous Stumps (Removal, Back-fill, Haul)

As identified and directed by the CITY, the CONTRACTOR shall remove all hazardous stumps, and haul each stump to a TDSRS. Each stump shall be inspected by the CITY and CONTRACTOR and documented as to the appropriate category of size and invoicing (see Attachment 2 for size categories and prices). The CONTRACTOR shall back-fill each stump hole with compatible material as determined by the CITY and CONTRACTOR.

(e) Temporary Debris Staging and Reduction Sites (TDSRS)

The CONTRACTOR will prepare and maintain TDSRS's to accept and process all storm debris; maintain in a safe condition the TDSRS's approach and interior road for the entire period of debris hauling; any roads that require stone for stabilization for ingress and egress, will be furnished by CONTRACTOR; build and maintain in a safe manner a roofed inspection tower sufficient for a minimum of three (3) inspectors; the inspection of every load in and out which shall be further defined in the documentation section below; process all debris in accordance with all local, state and federal rules, standards, and regulations; Processing may include, but is not limited to, reduction by tub grinding and/or incineration when approved by CITY, transporting and final disposal at an approved location agreed to by both parties. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods and hazardous wastes; all reduced debris as well as non-reducible debris will be disposed of at a location(s) agreed to by both parties.

(f) TDSRS Site Reclamation

TDSRS Site Reclamation shall be accomplished in accordance with all Federal, State and Local laws, standards and regulations; TDSRS Site Reclamation shall be accomplished in accordance with the CONTRACTOR'S Debris Removal Operations Plan and Environmental Protection Plan.

(g) Disaster Event Generated Hazardous Wastes Abatement

CONTRACTOR shall abate all hazardous waste identified by the CITY in accordance with all applicable Federal, State and Local laws, standards and regulations to include, but not be limited to, 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199. Hazardous waste abatement shall be accomplished in accordance with the CONTRACTOR'S Debris Removal Operations Plan and Environmental Protection Plan. Unless otherwise set forth in Attachments 2(A) and 2(B) in an applicable manner, prices for this Service will be negotiated at time of Event dependent upon types of materials, quantities and hazards present. After such negotiation, prices shall be attached to this Agreement in the form of a Memorandum of Record.

(h) Sand Screening

The CONTRACTOR shall screen all sand, as directed by the CITY, to remove all eligible debris deposited by an Event. This task includes the pick-up of debris laden sand, hauling debris laden sand to the processing screen located on the beach, processing the debris laden sand through the screen and returning clean sand to the approximate original location on the beach as directed by the CITY. Debris removed from sand will be picked up, hauled and processed utilizing the Scope of Services described above for Debris Removal from Public Property.

(i) Documentation and Inspections

All storm debris shall be subject to inspection by the CITY or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, State and Federal laws. The CONTRACTOR will, at all times, provide the CITY access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work and materials. The CONTRACTOR and the CITY will have in place at the TDSRS's, personnel to verify the contents and cubic yards of the vehicles entering the TDSRS's. Records will be maintained of every vehicle entering the TDSRS, its cubic yardage and verification of the vehicle leaving the TDSRS to ensure that it is, in fact, empty. The CONTRACTOR and the CITY will monitor the material to determine that it, in fact, consist of eligible debris. The CONTRACTOR and the CITY will have in place, at the pick up site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use, the CONTRACTOR and the CITY will establish and record the certified cubic yard capacity of each haul truck and will inspect each haul truck. The CONTRACTOR will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable.

The CONTRACTOR will assist the CITY in preparation of Federal (FEMA) and State reports for any potential reimbursement through the training of CITY employees and the review of documentation prior to submittal. The CONTRACTOR will work closely with the Florida Division of Emergency Management, FEMA and other applicable State and Federal Agencies to insure that eligible debris collection and date documenting same appropriately addresses concerns of the likely reimbursement agencies.

(j) Priority of Work Areas

The CITY will establish the priority of work and shall approve the work area, in advance, where the CONTRACTOR will be allowed to work. Daily and/or weekly scheduled meetings (as determined necessary by CITY) will be held between CITY and CONTRACTOR to determine approved work areas and work to be performed. The CONTRACTOR shall remove all eligible debris and leave the site from which the eligible debris was removed in a clean and neat condition, with the understanding that there will be certain debris that is not picked up by

equipment, machinery and general laborers used by the CONTRACTOR. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the CITY.

(k) Working Hours

All activity associated with gathering and loading of eligible debris shall be performed during the visible daylight hours only. Hauling of eligible debris to the TDSRS's will be allowed during visible daylight hours only between dawn and dusk. The CONTRACTOR may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS's, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the CONTRACTOR deems it necessary and safe. CONTRACTOR shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

(l) Debris Disposal

The CONTRACTOR shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State and local laws, standards and regulations. Final disposal locations shall be at the discretion of the CONTRACTOR with prior approval of the CITY. Information regarding the location of final disposal shall be attached to this Agreement in the form of a Memorandum for the Record. The CONTRACTOR and CITY inspector assigned to the disposal process shall maintain disposal records and documentation. Documentation shall be quantified in Cubic Yards.

(m) White Goods

The CONTRACTOR may expect to encounter white goods available for disposal. White goods shall mean household appliances as defined in the Florida Administrative Code. The CONTRACTOR shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws.

Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the CONTRACTOR in accordance to applicable regulatory requirements. There is no additional payment for by City for handling of white goods as this cost of work is included in the CONTRACTOR'S cubic yard unit price for debris removal.

(n) Emergency Generator Availability

Within 24 hours of the issuance of the Notice to Proceed, the CONTRACTOR will have one 1,000 KW and one 675 KW generator available to the CITY. Pricing will be in accordance with Attachment 2(B). City will pay a minimum of one week's rental fee even if the generators are not utilized.

2. SCOPE OF SERVICES TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

See Note (1) at end of section

1. PUBLIC ASSISTANCE PROGRAM

- (a) Damage Survey Report (DSR) or Project Worksheet (PW)
 - (i) Official DSR/PW requests - Assist CITY personnel in the following:
 - (a) Identification of expenditures eligible for reimbursement
 - (b) Submission of official “request for DSR inspection”
 - (ii) Local government representation on DSR/PW team - Train and assist CITY personnel to accomplish the following:
 - (a) Identification of eligible items for reimbursement
 - (b) Review of DSR/PW for accurate Scope of Work
 - (c) Review of DSR/PW for accurate unit costs
 - (iii) Recovery process documentation - Assist CITY personnel in the following:
 - (a) Creation of recovery process documentation plan
 - (b) Maintenance of documentation of recovery process
 - (iv) Force account labor vs. contract labor
 - (a) Recommendations to government officials on need to contract or utilize force amount labor
 - (v) Recovery process oversight
 - (a) Recommendation to government officials on need to contract for project management for projects requiring intense oversight
 - (b) DSR/PW tracking through State and Federal process
 - (c) Written and oral status reports to government officials
- (b) Documentation Support
 - (i) Review of record system for applicability to Federal and State requirements
 - (ii) Orientation and training of CITY personnel on requirements for quality and quantity of required documentation

- (iii) Assist in selection of “Clerk of Records” and provide detailed training for documentation
 - (iv) Review documentation for accuracy and quantity
 - (v) Assist in preparation of claim documentation
- (c) Consultation and negotiation services
 - (i) Recommendations to government officials on plans of action
 - (ii) Provide guidance to government officials on issues involving Federal and State reimbursement
 - (iii) Assist CITY officials in negotiations with Federal and State officials
 - (iv) Assist CITY officials with writing the CITY’S comprehensive Emergency Management Plan
- (d) Other representations as may be requested/required

NOTE (1): This is the concept of complete recovery management support where CONTRACTOR would assist an applicant on all aspects of the recovery process. CONTRACTOR personnel cannot assume the Sovereign Duties of the CITY officials, therefore these services shall be in the form of guidance and consultation.

ATTACHMENT 2(A)
TO
AGREEMENT FOR DISASTER RECOVERY SERVICES

The following is a listing of costs for technical services and/or tasks to be provided by CONTRACTOR to CITY upon issuance to the CONTRACTOR of a Notice to Proceed. Costs denoted by an hourly dollar amount represent an hourly rate for personnel and/or equipment services. Costs denoted by a unit price denote the cost per Cubic Yard or cost per Ton to provide the appropriate services of debris removal.

1. **CONTRACTOR INVOICING**

The CONTRACTOR may invoice the CITY not more than once every fifteen (15) days. Fifteen (15) days after beginning work and/or providing services described in a Notice to Proceed, the CONTRACTOR shall submit the first payment request to the CITY. The payment request shall be filled out and signed by the CONTRACTOR covering the work performed during the period covered by the payment request and supported by such data as the CITY may reasonably require. The CITY shall, within five (5) working days of receiving such payment request, finalize review of documentation and make payment to CONTRACTOR. CONTRACTOR will be subject to audit by Federal, State and local agencies pursuant to this Contract.

The invoice must contain the following items as applicable to individual task orders:

2. **COSTS FOR SCOPE OF SERVICES ONE - DEBRIS REMOVAL**

- (a) Measurement and Payment for Gathering, Pick-up, Hauling and Processing of Debris from Public Property

The CONTRACTOR will not be compensated for disposing of any material not defined as eligible debris. The CONTRACTOR and CITY will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load, and the CONTRACTOR will not invoice the CITY for such loads. For each suitable load picked up, hauled and processed, a record of the cubic yards will be recorded by the CONTRACTOR and CITY on numbered tickets supplied by the CONTRACTOR. Copies of each load record will be available to the CONTRACTOR and the CITY'S designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating by day, the individual verified load receipt and invoice amounts. The CITY may temporarily remove any disputed amount line items in the bill from the

invoice for review. Disposal tickets disputed will be returned to the CONTRACTOR within five (5) working days of invoice date, for additional clarification prior to payment of those tickets. For debris removal and hauling, the CONTRACTOR shall receive payment for those prices listed in Attachment 2(B), Pricing Schedule. Disposal costs (Tipping Fees) shall be invoiced to the CITY by the CONTRACTOR based on the Lee County Landfill's actual current tipping fee, regardless of final disposal location, at the time of disposal.

This reference of cost does not preclude the CONTRACTOR from utilizing alternative disposal sites as agreed upon by both parties (See Attachment 1, Page 4, Debris Disposal, of this Agreement). The CONTRACTOR at no additional charge to the CITY shall accomplish TDSRS Site Reclamation, since the cost of this service is included in the cost listed above in this paragraph and Attachment 2(B).

(b) Measurement and Payment for Emergency Road Clearance, Demolition of Structures and Debris Removal from Private Property

Measurement of these services utilizing other than an hourly rate is difficult at best and would potentially lend itself to unnecessary disputes. Therefore, the CITY and the CONTRACTOR agree that the CONTRACTOR shall invoice the CITY utilizing the hourly rates listed in Attachment 2(B) to this Agreement. A not-to-exceed amount shall be placed upon any specific work performed at an hourly rate at time of issuance of a Notice to Proceed by the CITY to the CONTRACTOR as agreed upon by both parties.

The CITY and the CONTRACTOR shall have inspectors in the field with each work crew to monitor, record, and sign time sheets for the actual times worked for each piece of equipment and crew-member present at a particular work site. These signed records shall be the basis for the CONTRACTOR'S invoice to the CITY.

(c) Hazardous Stumps (Removal, Back-Fill, Haul to TDSRS)

The removal and hauling of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires a unique documentation and costing. Each stump will be measured by the CITY and CONTRACTOR inspector assigned, two (2) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the stump will be physically numbered by the best means available, photo documented by the CITY and recorded by the inspector on a specified record provided by the CONTRACTOR.

The CONTRACTOR shall invoice the CITY for hazardous stump removal and hauling to the TDSRS at the prices set forth in Attachment 2(B).

The CONTRACTOR shall invoice the CITY on a per cubic yard basis at the prices set forth in Attachment 2(B) for acquiring, hauling and placing clean back-fill material in holes left by hazardous stumps.

(d) Sand Screening

The CONTRACTOR shall invoice the CITY on a per cubic yard basis at the prices set forth in Attachment 2(B) for sand screened, to remove eligible debris deposited by an Event. This cost includes pick-up of debris laden sand, hauling to the processing screen located on the beach, processing the sand through the screen and returning clean sand to the beach as directed by the CITY. Debris removed from sand will be picked-up, hauled and processed utilizing the costs set forth for Debris Removal from Public Property on Attachment 2(B).

3. COSTS FOR SCOPE OF SERVICES TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

All costs associated with this service are included in the costs listed above. There will be no additional cost for this service.

4. COSTS FOR MISCELLANEOUS SERVICE

In addition to the other services described in this Agreement, Attachment 2(B) also sets forth rates for various miscellaneous services and equipment.

5. COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

CONTRACTOR will assist the CITY in preparing its comprehensive Emergency Management Plan for \$150.00 per hour.

Attachment 2 (B)
Agreement for Disaster Recovery Services
Pricing Schedule

Debris Removal, Processing and Disposal

ITEM	DESCRIPTION OF SERVICES	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)	\$ 0.00	Lump Sum
2	Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS)	\$ 7.90	CY
3	Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site (NOTE 1 & 2)	\$ 3.90	CY
4	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site (NOTE 1 & 2)	\$ 9.00	CY
5	Management of TDSRS	\$ 1.30	CY
6	Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site	\$ 2.10	CY
7	Processing (Burning) of Debris at TDSRS or Final Disposal Site	\$ 1.70	CY
8	Pick Up and Disposal of Hazardous Material	\$300.00	Per 55 gal drum
9	Freon Management and Recycling	\$40.00	Unit
10	Dead Animal Collection, Transportation and Disposal	\$ 1.09	LB
11	Sand Screening (NOTE 4)	\$ 8.70	CY
Hazardous Stump Removal & Hauling to Disposal Site			
12	6 inch diameter to 11.99 inch diameter	\$ 0.00	STUMP
13	12 inch diameter to 23.99 inch diameter	\$200.00	STUMP
14	24 inch diameter to 47.99 inch diameter	\$400.00	STUMP
15	48 inch diameter and greater	\$500.00	STUMP

NOTES:

1. Tipping fee at final disposal site(s) will be the responsibility of the City.
2. This price is for a maximum haul distance of 20 miles. For all mileage in excess of 30 miles, add \$0.09 per cubic yard per mile.
3. For a multi-year contract, the prices shown above would adjust on the anniversary date of the contract according to a percentage equal to the percent change in the Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics.
4. Price based on incoming truck cubic yards.

Attachment 2 (B)
Agreement for Disaster Recovery Services
Pricing Schedule

Equipment Rates

Equipment Description	Unit	COST
JD 544 Wheel Loader with debris grapple	Hour	\$123.60
JD 644 Wheel Loader with debris grapple	Hour	\$133.90
Extendaboom Forklift with debris grapple	Hour	\$97.85
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$61.80
753 Bobcat Skid Steer Loader with bucket	Hour	\$51.50
753 Bobcat Skid Steer Loader with street sweeper	Hour	\$61.80
30-50 HP Farm Tractor with box blade or rake	Hour	\$46.35
2-2 ½ cu.yd. Articulated Loader with bucket	Hour	\$103.00
3-4 cu.yd. Articulated Loader with bucket	Hour	\$123.60
JD 648E Logg Skidder, or equivalent	Hour	\$123.60
CAT D4 Dozer	Hour	\$72.10
CAT D6 Dozer	Hour	\$128.75
CAT D8 Dozer	Hour	\$175.10
CAT 125 – 140 HP Motor Grader	Hour	\$97.85
JD 690 Trackhoe with debris grapple	Hour	\$123.60
JD 690 Trackhoe with bucket & thumb	Hour	\$108.15
JD 310 Rubber Tire Backhoe with bucket & hoe	Hour	\$66.95
Rubber Tired Excavator with debris grapple	Hour	\$128.75
210 Prentiss Knuckleboom with debris grapple	Hour	\$139.05
Self-Loader Scraper CAT 623 or equivalent	Hour	\$200.85
Hand Fed Debris chipper	Hour	\$35.02
300-400 Tub Grinder	Hour	\$360.50
800-1,000 HP Diamond Z Tub Grinder	Hour	\$535.60
30 Ton Crane	Hour	\$164.80
50 Ton Crane	Hour	\$175.10
100 Ton Crane (8 hour minimum)	Hour	\$257.50
40-60' Bucket truck	Hour	\$139.05
Service Truck	Hour	\$61.80
Water Truck	Hour	\$61.80
Portable Light Plant	Hour	\$19.57
Equipment Transports	Hour	\$92.70
Pickup Truck, unmanned	Hour	\$14.42
Self-Loading Dump Truck with knuckleboom and debris grapple	Hour	\$135.96
Single Axel Dump Truck, 5-12 CY	Hour	\$46.35
Tandum Dump Truck, 16-20 CY	Hour	\$64.89
Trailer Dump Truck, 24-40 CY	Hour	\$74.16
Trailer Dump Truck, 41-60 CY	Hour	\$92.70
Trailer Dump Truck, 61-80 CY	Hour	\$113.30
Power Screen	Hour	\$164.80
Stacking Conveyor	Hour	\$36.05
Off Road Trucks	Hour	\$154.50

Attachment 2 (B)
Agreement for Disaster Recovery Services
Pricing Schedule

Labor and Materials Rates

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$61.80
Superintendent with truck	Hour	\$55.62
Foreman with truck, phone & radio	Hour	\$49.44
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$51.50
Inspector with vehicle, phone & radio	Hour	\$32.96
Climber with gear	Hour	\$92.70
Saw hand with chainsaw	Hour	\$32.96
Laborers & flagmen	Hour	\$28.84
Timekeeper	Hour	\$36.05
HazMat Professional	Hour	\$185.40
Household HazMat Inspection & Removal Crew	Hour	\$113.30
Community Assistance/ Hot Line Operators	Hour	\$36.05

Material Description	Unit	Unit Price
Fill Dirt for Stump Holes	CY	\$10.30

Power Generators

The following will be billed at our cost plus 15%.

Aggreko, Inc.

Generator Rentals

Equipment	Weekly	Monthly
15kW Generator	\$350.20	\$1,313.25
30kW Generator	\$406.85	\$1,539.85
50kW Generator	\$489.25	\$1,848.85
100kW Generator	\$695.25	\$2,672.85
125kW Generator	\$808.55	\$3,084.85
175kW Generator	\$1,024.85	\$3,908.85
300kW Generator	\$1,493.50	\$5,556.85
500kW Generator	\$2,317.50	\$8,646.85

The above generator prices are for between 0 and 15hrs. of operation. For 15hrs. and above the price doubles. 1.5% environmental fee is applied to all rentals for proper disposal of fluids and filters. 10% loss and damage wavier fee is applied unless a Certificate of Insurance in supplied covering rental equipment.

Freight: Round Trip Freight = Cost + 20%

Attachment 2 (B)
Agreement for Disaster Recovery Services
Pricing Schedule

Garner Environmental
Disaster Response
Rate Schedule

GENERATORS	Rate	Unit
10 KW Generator	\$473.80	WK
15 KW Generator	\$569.08	WK
20 KW Generator	\$978.50	WK
25 KW Generator	\$978.50	WK
30 KW Generator	\$978.50	WK
35 KW Generator	\$1,093.09	WK
40 KW Generator	\$1,133.00	WK
45 KW Generator	\$1,184.50	WK
50 KW Generator	\$1,297.80	WK
60 KW Generator	\$1,339.00	WK
70 KW Generator	\$1,390.50	WK
75 KW Generator	\$1,442.00	WK
80 KW Generator	\$1,493.50	WK
90 KW Generator	\$1,545.00	WK
100 KW Generator	\$1,648.00	WK
110 KW Generator	\$1,699.50	WK
125 KW Generator	\$1,957.00	WK
150 KW Generator	\$2,163.00	WK
175 KW Generator	\$2,420.50	WK
180 KW Generator	\$2,575.00	WK
200 KW Generator	\$2,832.50	WK
250 KW Generator	\$3,193.00	WK
300 KW Generator	\$3,605.00	WK
350 KW Generator	\$3,811.00	WK
400 KW Generator	\$4,120.00	WK
450 KW Generator	\$4,377.50	WK
500 KW Generator	\$4,712.25	WK
675 KW Generator	\$6,180.00	WK
750 KW Generator	\$5,922.50	WK
800 KW Generator	\$7,467.50	WK
1000 KW Generator	\$7,982.50	WK
1250 KW Generator	\$8,471.75	WK
1400 KW Generator	\$9,270.00	WK
1500 KW Generator	\$10,846.62	WK
1750 KW Generator	\$12,901.57	WK

Garner Environmental Confidential

Attachment 2 (B)
Agreement for Disaster Recovery Services
Pricing Schedule

Temporary Housing

The following will be invoiced at our cost plus 15%:

1. North American Catastrophe Services, Melbourne, FL will be our primary sub-contractor for portable housing. Depending on the scope of the disaster, NACS will provide temporary housing for up to 1,000 men.

Portable Housing	Per Day	Per Month
8' x 40' 15-Man Sleeper	\$108.15	\$2,106.35
8' x 40' Commercial Galley	\$108.15	\$3,156.95
8' x 40' Diner	\$72.10	\$2,163.00
8' x 40' Recreation Room	\$72.10	\$1,941.55
8' x 40' Changing Room	\$72.10	\$2,163.00
8' x 40' Refrigerator Unit	\$154.50	\$4,650.45
8' x 40' Conference Room	\$72.10	\$1,941.55
8' x 40' Convenience Store/Postal Distribution Center	\$108.15	\$2,163.00
8' x 40' Laundry	\$123.60	\$3,156.95
8' x 40' Office	N/A	\$1,287.50

Support Equipment	Per Day	Per Month
10,000 Gallon Portable Water Tank	\$113.30	\$3,321.75
3,000 Gallon Sewage Treatment Tank	\$113.30	\$3,321.75
500 kw Generator with Fuel Tank	\$401.70	\$12,061.30
1,300 amp Distribution Rack	\$25.75	\$834.30
300kva Transformer	\$66.95	\$2,029.10
Dual Water Distribution Set	\$25.75	\$834.30
Mercury Vapor Light Stand	\$16.48	\$499.55
8' Wide Storage Deck	\$13.39	\$391.40
10' Wide Storage Deck	\$16.48	\$499.55
Complete Set of Linen	\$1.13	\$113.30
Portable Satellite System (\$1.40 per minute air time charge)	N/A	\$566.50
120' x 60' Commercial Size Tent	N/A	\$8,652.00
Chair	N/A	\$2.58
Table	N/A	\$25.75

Food Services	Unit Price
Catering – Hot Meals (per man per day)	\$21.63
Meals Ready to Eat (MRE) (per man per day)	\$18.54

Attachment 2 (B)
Agreement for Disaster Recovery Services
Pricing Schedule

2. General Marine Leasing, Belle Chasse, LA will be our secondary portable housing sub-contractor.

Building Type	GML Monthly Rates
10 Foot Wide Units	
10x20 Galley/ Diner	\$2,317.50
10x20 Bunkhouse	\$1,493.50
10x20 Office	\$1,390.50
10x32 Galley with all commercial equipment	\$3,965.50
10x32 Diner	\$1,905.50
10x32 Laundry w/ 4 Washers, 6 Dryers & Storage	\$2,729.50
10x32 Recreation Room	\$1,905.50
10x32 10-Man Bunkhouse	\$1,905.50
10x40 Galley/Diner w/ all commercial equipment	\$4,068.50
10x40 Recreation Room	\$2,008.50
10x40 12-Man Bunkhouse	\$2,008.50
12 Foot Wide Units	
12x12 Wash Room	\$1,236.00
12x12 Office	\$1,699.50
12x18 Office	\$1,545.00
12x18 Laundry	\$1,390.50
12x24 Sleeper	\$2,317.50
12x24 Office	\$2,317.50
12x24 Galley	\$2,935.50
12x24 Recreation Room	\$2,317.50
12x32 Galley	\$3,090.00
12x33 Sleeper	\$3,090.00
12x33 Office	\$3,090.00
12x33 Galley	\$3,970.65
12x33 Diner	\$2,626.50
16 Foot Wide Unit	
16x40 20-Man Bunkhouse	\$3,665.77
16x40 Classroom	\$3,965.50
16x40 Galley/Diner	\$4,995.50

General Marine Leasing

**Emergency Response Price List –
Portable Buildings**

All Prices are subject to change without notice.
All prices are subject to availability.

Building Type	GML Monthly Rates
8 Foot Wide Units	
8x20 Galley	\$2,008.50
8x20 Storage	\$180.25
8x20 Bunkhouse w/o Bath	\$1,287.50
8x20 Bunkhouse	\$1,596.50
8x40 Galley/Diner w/ all commercial equipment	\$3,347.50
8x40 Diner	\$1,596.50
8x40 Bunkhouse	\$1,596.50
8x40 Office	\$1,596.50
8x40 Laundry w/ 4 Washers, 6 Dryers & Storage	\$2,626.50
8x40 Storage	\$231.75
8x40 Bathroom facility	\$2,523.50
8x8 Office	\$772.50
8x8 Log Unit	\$1,596.50
8x8 to 8x10 Grocery Box	\$978.50
8x10 Medical Treatment Center	\$309.00
8x10 Laundry with 2 washers and 3 Dryers	\$1,596.50
8x10 Mud Lab	\$1,287.50
8x10 Office	\$1,596.50
8x20 Office	\$875.50
8x20 Bunkhouse w/ Bathroom	\$1,287.50
8x20 Lounge	\$1,287.50
8x20 Mud Lab	\$1,287.50
8x20 Medical	\$1,905.50
United States Coast Guard Buildings	
12x25 Galley	\$4,017.00
12x25 Office	\$4,017.00
12x25 Sleeper	\$4,017.00
9x42 8-Man Bunkhouse	\$3,965.50
9x42 4-Man Bunkhouse/Laundry	\$3,759.50
10x30 4-Man Bunkhouse/Office	\$3,965.50
10x30 8-Man Bunkhouse	\$3,965.50
10x32 8-Man Bunkhouse	\$3,965.50
10x24 6-Man Bunkhouse	\$3,347.50
10x24 4-Man Bunkhouse	\$3,347.50

Attachment 2 (B)
Agreement for Disaster Recovery Services
Pricing Schedule

Miscellaneous Support Equipment & Services

The following will be invoiced at our cost plus 15%:

General Marine Leasing
Support Equipment & Services

Description	GML List Rates	Unit
Life Jacket with Lights and Whistles	\$5.15	Per month each
Gas Detection System	\$16.48	Per day each
Cage Ladder	\$154.50	Per month each
Platforms	\$257.50	Per month each
Stairways	\$283.25	Per month each
Television	\$59.74	Per month each
Video Cassette Recorder	\$51.50	Per month each
Ice Machine	\$360.50	Per month each
Commercial Double Door Freezer	\$360.50	Per month each
Commercial Double Door Refrigerator	\$360.50	Per month each
Microwave	\$25.75	Per month each
Food Grinder	\$25.75	Per day each
5-Gallon Water Bottle Dispenser	\$1.55	Per day each
100' Power Cord	\$3.86	Per day each
Water Hose	\$2.32	Per day each
Offshore Personnel Basket	\$154.50	Per month each
Supply Basket	\$103.00	Per month each
Complete Set of Linens, Pillows, Towels	\$0.52	Per day per man
Light Stand – 400 Watt, Class 1, Div. 2 (2 Fixtures)	\$12.36	Per day each
Light Stand Attached to Building – 400 Watt, Class 1, Div. 2	\$6.18	Per day each
Milk Dispenser	\$128.75	Per month each
2,000 Gallon Portable Water Tank (Fully Skidded)	\$23.18	Per day each
4,000 Gallon Portable Water Tank (Fully Skidded)	\$25.75	Per day each
Dual Pressure Set	\$25.75	Per day each
USCG Approved Marine Sewage Disposal Unit (575 Gallon)	\$51.50	Per day each
USCG Approved Marine Sewage Disposal Unit (1,125 Gal)	\$61.80	Per day each
USCG Approved Marine Sewage Disposal Unit (1,546 Gal)	\$66.95	Per day each
USCG Approved Marine Sewage Disposal Unit (2,000 Gal)	\$77.25	Per day each
USCG Approved Marine Sewage Disposal Unit (3,000 Gal)	\$103.00	Per day each
Sewage Lift Pump	\$25.75	Per day each
Sewage Macerator	\$10.30	Per day each
Trash Compactor – Model 5000 (various sizes available)	\$55.62	Per day each
12 Man Life Raft with Launcher	\$15.45	Per day each
Satellite System	\$16.48	Per day each
Certified Slings	\$6.18	Per day each
Residential Refrigerator/Freezer	\$128.75	Per month each
Washer/Dryer Combination	\$360.50	Per month each
Heliport – 40' x40'	\$463.50	Per day each

Power Distribution Panels	Price According to Camp Size	
Storage Decks		
10' Wide	\$463.50	Per month each
8' Wide	\$360.50	Per month each

Attachment 2 (B)
Agreement for Disaster Recovery Services
Pricing Schedule

Catering	Pricing	Unit
Cook – Based on 12 Hour days	\$245.14	Per day
Overtime rate in excess of 12 hours per day	\$24.29	Per hour
Utility Hand – Based on 12 hour days	\$159.65	Per day
Overtime rate in excess of 12 hours per day	\$15.81	Per day
Pots, Pans, Utensils	\$36.05	Per day
Linens	\$1.03	Per day per set
Groceries	Cost plus 15%	

Water and Ice

Crystal Springs Water Company, a member of the Suntory Water Group, the third largest water company in the U.S., has agreed to provide bottled and/or bulk drinking water at competitive prices prevailing at the time of the disaster. These services will be invoiced at our cost plus 15%.

Buck Ice Co., Columbus, GA, has agreed to provide trailer loads of ice at competitive prices prevailing at the time of the disaster. These services will be invoiced at our cost plus 15%.

NOTICE TO PROCEED

TO:

FROM: City of Sanibel

Consistent with the Agreement for Disaster Recovery Services executed by the
aforementioned parties on _____, the City hereby executes
a Notice to Proceed to _____ for

_____.

The City's representative for coordinating with

_____ is Scott Krawczuk, Acting Director of Public
Works.

AUTHORIZATION:

Judith A. Zimomra
City Manager

Date

AGREEMENT FOR DISASTER RECOVERY SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between the **CITY OF SANIBEL**, a municipal corporation located in Lee County, Florida (hereinafter referred to as "CITY"), and **ASHBRITT, INC.** (hereinafter referred to as "**CONTRACTOR**"). (CITY and CONTRACTOR may be referred to hereinafter individually as "party" and collectively as "parties").

WITNESSETH:

WHEREAS, CITY lies on the West coast of the State of Florida and, as such, may experience massive destruction wrought by the impact of a hurricane landfall, violent storms spawning tornados, as well as any other natural and/or manmade disaster (hereinafter referred to as "Events"); and

WHEREAS, it is necessary and in the best interests of the citizens of the CITY to contract for debris removal and disaster recovery technical assistance to appointed and elected officials within the CITY, on an as-needed and as-directed basis to respond to such Events; and

WHEREAS, this Agreement is intended to meet, in all respects, the debris removal eligibility criteria for disaster recovery services that applicants must meet in order to receive assistance under the FEMA Public Assistance Program and shall be construed to meet such eligibility criteria and to be in compliance with all federal, state and local requirements for such contracts;

NOW, THEREFORE, CONTRACTOR for and in consideration of the sum of Ten Dollars and no/100 (\$10.00), acknowledged to have been paid, and the covenants set forth below, and for other good and valuable considerations acknowledged by the parties to be sufficient, said parties hereto agree as to the following:

1. RECITALS INCORPORATED

The above recitals are acknowledged by the parties to be true and correct and are hereby incorporated as part of this Agreement as if fully set forth below.

2. SCOPE OF SERVICES ONE - DEBRIS REMOVAL

It is the intent of this Agreement for the CONTRACTOR to remove as quickly as possible all hazards to life and property resulting from an Event in the CITY. Clean up, demolition and removal will be limited to (1) that which is determined to eliminate immediate threats to life, public health, and safety, (2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property, and (3) that which is considered essential to ensure economic recovery of the CITY to the benefit of the community-at-large. The Services shall consist of clean up, demolition, removal, reduction and disposal of debris as directed by the City Manager, or designee, of the CITY.

Specifically the Scope of Services (hereinafter also referred to as “Services”) will include the items listed in Attachment 1 and such Services and equipment shall be priced as set forth in Attachments 2(A) and 2(B) of this Agreement under the corresponding heading, both Attachments incorporated as part of this Agreement and made an integral part hereof.

3. SCOPE OF SERVICES TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

It is the further intent of this Agreement for the CONTRACTOR to provide disaster recovery technical assistance to appointed and elected officials within the CITY. This Service shall include Program Management Assistance. Specifically the Scope of Services will include the items listed in Attachment 1 and such Services and items shall be priced as set forth in Attachments 2(A) and 2(B) of this Agreement under the corresponding heading.

4. ACKNOWLEDGEMENT BY CONTRACTOR THAT CITY IS CONTRACTING WITH TWO QUALIFIED FIRMS

CONTRACTOR acknowledges that CITY selected two (2) qualified bidders for disaster recovery services and CITY will enter into both this Agreement for Disaster Recovery Services with CONTRACTOR and a separate Agreement for Disaster Recovery Services with the other qualified bidder. CONTRACTOR understands, acknowledges and agrees that it is CITY’S intent to provide a Notice to Proceed to either CONTRACTOR, (i.e., AshBritt) or the other qualified bidder under a separate Agreement for Disaster Recovery Services, or to both CONTRACTOR and such other disaster recovery services contractor/provider at the same time, depending upon the extent and damage caused by an Event. Such decision to use one or both recovery services providers shall be at the sole discretion of the CITY. CONTRACTOR agrees that it will at all times be staffed, prepared, and when necessary, mobilize, respond and provide disaster recovery services to CITY upon issuance of the CITY’S Notice to Proceed to CONTRACTOR, as if it were the CITY’S only disaster recovery services CONTRACTOR. CONTRACTOR agrees that at no time shall the CITY’S contract with another disaster recovery services contractor/provider affect the CONTRACTOR’S timing, speed or quality of response in the event that CONTRACTOR is directed by CITY through a Notice to Proceed to respond during or immediately after an Event.

5. SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in this Agreement and Attachments to this Agreement, the CONTRACTOR shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Notice to Proceed as agreed upon by both parties.

6. PERMITS AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the Services as requested or required by this Agreement shall be secured and paid for by the CONTRACTOR unless otherwise stated in this Agreement.

7. DISPOSAL AT APPROVED SITES

CONTRACTOR agrees that all debris must be disposed of only at an EPA or other federally approved disposal site. CONTRACTOR accepts responsibility and shall be solely liable for the deposit or disposal of any debris at any site other than an EPA approved or other federally approved disposal site.

8. SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct all Services provided pursuant to this Agreement. The CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedure(s) for all Services. The CONTRACTOR will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor by the CITY'S Authorized Representative shall be as binding as if given to the CONTRACTOR.

The name(s) of the supervisor(s) will be supplied to the CITY for each issuance of a Notice to Proceed through an attachment to this Agreement in the form of a Memorandum for the Record.

CONTRACTOR shall provide a safe working environment for all employees, subcontractors or other entities under control or direction of CONTRACTOR, which shall include the requirement of properly and safely constructed monitoring towers, where applicable.

9. HURRICANE PRE-LANDFALL PREPAREDNESS

In the event that the CITY is located within the predicted cone of uncertainty of a Category 2 or above hurricane, or predicted to be a Category 2 or above hurricane at landfall, CONTRACTOR shall, upon notification from the City Manager or designee, have a qualified supervisor with decision making authority located in Lee County, Florida at the time of the hurricane landfall or as immediately thereafter as possible. The purpose of this provision is to have CONTRACTOR'S authorized representative and supervisor present immediately for commencement of all activities necessary for CONTRACTOR'S disaster recovery services pursuant to this Agreement.

10. CHANGES IN SERVICES

The CITY may at any time, as the need arises, order changes within the Scope of Services without invalidating this Agreement. All changes affecting the project's costs or modifications of the terms or conditions of the Agreement shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the CITY and the CONTRACTOR. All changes must be recorded on a written Contract Change Order before CONTRACTOR may proceed with the changes to the Services provided. Such change in Services may also include CONTRACTOR'S prompt replacement or substitution of any supervisor assigned by CONTRACTOR that CITY finds to be unresponsive or otherwise unacceptable for CITY'S purposes.

11. TERM OF AGREEMENT

The term of this Agreement shall be from June 5, 2012 through December 4, 2015.

12. RENEWAL OF AGREEMENT

This Agreement may be renewed for two additional one-year extensions after concurrence of both parties on any negotiated changes to the terms and specifications contained in this Agreement. Attachment 2 of this Agreement may be reviewed on an annual basis at which time, amended unit costs may be submitted by CONTRACTOR to CITY to reflect the current disaster recovery average market value of Services listed in Attachment 1 and priced in Attachment 2 of this Agreement, proof of such market value to be established in writing by CONTRACTOR to CITY'S satisfaction. Such amendments shall become part of this Agreement after a concurrence and signature of both parties.

13. TERMINATION

Either party upon 365 days written notice to the other party may terminate this Agreement, with or without cause.

14. INSURANCE AND BONDS; CERTIFICATES OF INSURANCE

- (a) CONTRACTOR shall name the CITY as additional insured on CONTRACTOR'S insurance policies. CONTRACTOR shall be required to maintain the following limits:

Worker's Compensation - Statutory Limits of the State of Florida;
General Liability - One Million Dollars (\$1,000,000) any single occurrence
Additional Liability Umbrella - Five Million Dollars (\$5,000,000)

(b) CONTRACTOR shall provide CITY a Certificate of Insurance evidencing such coverage prior to the commencement of each hurricane season. Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. New Certificates of Insurance are to be provided to the CITY at least fifteen (15) days prior to coverage renewals. Receipt of Certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

At the CITY'S option the CONTRACTOR will furnish a performance and payment bond for any and/or all Notices to Proceed. The cost of said bond premium will not be an additional cost to the CITY.

15. PENALTY FOR NON PERFORMANCE

In addition to any bond payment/forfeiture, the CONTRACTOR will be penalized \$100,000 per day for failure to be mobilized to the CITY within 24 hours of the issuance of the Notice to Proceed with sufficient equipment, manpower, and other required resources to perform the Services pursuant to this Agreement.

16. WARRANTY OF TITLE AND WAIVER OF LIEN

The CONTRACTOR shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise by any person or persons whomsoever to remain on file with the CITY against any money due or to become due for any work done or materials furnished under this Agreement or by any reason or claim or demand against CONTRACTOR. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Agreement.

17. SUBCONTRACTING

- (a) The CONTRACTOR shall be fully responsible to CITY for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons employed by it. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the services and give the CONTRACTOR the same powers regarding terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provisions of this Agreement.
- (b) Nothing contained in this Agreement shall create any additional relationship between any subcontractor and the CITY. The CONTRACTOR shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the CITY upon issuance of a Notice to Proceed (or as soon as reasonably possible thereafter) pursuant to this Agreement and updated by the

CONTRACTOR to the CITY on a bi-weekly basis during CONTRACTOR'S Services. The CONTRACTOR shall not use a subcontractor or material supplier whom the CITY has a reasonable objection to, and shall make all reasonable attempts to subcontract with local firms currently doing business within the CITY and/or Lee County, Florida.

18. OTHER AGREEMENTS

The CITY may be required to enter into agreements with Federal and/or State agencies for disaster relief. The CONTRACTOR shall be bound by the terms and conditions of such agreements and shall make good faith efforts to assist CITY in complying with the requirements of such Agreements, including but not limited to requirements for Federal and State reimbursements.

19. CITY OBLIGATIONS

The CITY shall furnish all information and documents necessary for the commencement of services, to include a valid written Notice to Proceed. CONTRACTOR shall provide CITY with CONTRACTOR'S emergency e-mail and fax numbers upon execution of this Agreement to assure CITY'S ability to forward a Notice to Proceed under emergency circumstances. The CITY'S Public Works Director, Gates Castle, is hereby designated by the CITY to be the primary contact person for inspecting the work and answering any on-site questions prior to and after CITY'S issuance of a Notice to Proceed. In the absence of the Public Works Director, CITY will authorize a designee in writing.

20. ENTIRE AGREEMENT

- (a) This Agreement and the Attachments incorporated herein contain the entire Agreement of the parties, and there are no other binding promises or conditions between the parties in any other agreement whether oral or written.
- (b) In the event of any conflict between the provisions of this Agreement document and any attachment hereto incorporated as part of the Agreement, the provisions of this Agreement document shall prevail.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Contract effective the date first written above.

WITNESS:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

**CONTRACTOR:
ASHBRITT, INC.**

BY: _____
John Noble, Chief Operating Officer
Address: 565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

CORPORATE SECRETARY ATTEST:

Signature

Printed Name

ATTEST:

Pamela Smith, City Clerk

CITY OF SANIBEL:

By: _____
Judith A. Zimomra, City Manager

APPROVED AS TO FORM:

Kenneth B. Cuyler, City Attorney _____
Date

ATTACHMENT 1
TO
AGREEMENT FOR DISASTER RECOVERY SERVICES

The following is a listing of services and/or tasks to be provided by CONTRACTOR to CITY upon receipt by CONTRACTOR of a Notice to Proceed:

1. **SCOPE OF SERVICES ONE - DEBRIS REMOVAL**

(a) Emergency Road Clearance

The CONTRACTOR shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the CITY. This operational aspect of the Scope of Services shall be for the first 100 (plus or minus) hours after an event for all roads and 24 hours for roadways which are part of the Federal Highway system. Once this task is accomplished, the following tasks will begin as required.

(b) Debris Removal from Public Property (Rights-of-Way, Publicly Owned Properties - Pick-up and Haul)

As identified by and directed by the CITY, the CONTRACTOR shall accomplish the demolition, pick-up and hauling of all eligible debris to the designated Temporary Debris Staging and Reduction Sites (TDSRS's) from public property and rights-of-way, and shall maintain debris work sites to required and appropriate use standards, safety standards, and regulatory requirements.

(c) Debris Removal from Private Property (Right-of-Entry Program - Pick-up and Haul)

Should an imminent threat to life, safety and health to the general public be present on private property, the CONTRACTOR (as identified by and directed by the CITY), will accomplish the pick-up and hauling of debris to the TDSRS's from private property. Upon receipt of the completed right of entry form and hold harmless agreement from private property owners, and execution of the non-duplication of benefits agreement from the CITY, the CONTRACTOR shall also demolish those residences and personal property, as identified by the CITY. The CONTRACTOR will place all debris collected through this process in the right-of-way, where the above Scope of Services (Debris Removal from Public Property) shall commence. The CITY has determined that it is in the best interest of the health and safety of its citizens to provide this service when CITY so directs. Attached to this Agreement are copies of the forms to be executed by the individual property owners. The CONTRACTOR shall maintain debris work sites to required and appropriate use standards, safety standards, and regulatory requirements.

(d) Hazardous Stumps (Removal, Back-fill, Haul)

As identified and directed by the CITY, the CONTRACTOR shall remove all hazardous stumps, and haul each stump to a TDSRS. Each stump shall be inspected by the CITY and CONTRACTOR and documented as to the appropriate category of size and invoicing (see Attachment 2 for size categories and prices). The CONTRACTOR shall back-fill each stump hole with compatible material as determined by the CITY and CONTRACTOR.

(e) Temporary Debris Staging and Reduction Sites (TDSRS)

The CONTRACTOR will prepare and maintain TDSRS's to accept and process all storm debris; maintain in a safe condition the TDSRS's approach and interior road for the entire period of debris hauling; any roads that require stone for stabilization for ingress and egress, will be furnished by CONTRACTOR; build and maintain in a safe manner a roofed inspection tower sufficient for a minimum of three (3) inspectors; the inspection of every load in and out which shall be further defined in the documentation section below; process all debris in accordance with all local, state and federal rules, standards, and regulations; Processing may include, but is not limited to, reduction by tub grinding and/or incineration when approved by CITY, transporting and final disposal at an approved location agreed to by both parties. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods and hazardous wastes; all reduced debris as well as non-reducible debris will be disposed of at a location(s) agreed to by both parties.

(f) TDSRS Site Reclamation

TDSRS Site Reclamation shall be accomplished in accordance with all Federal, State and Local laws, standards and regulations; TDSRS Site Reclamation shall be accomplished in accordance with the CONTRACTOR'S Debris Removal Operations Plan and Environmental Protection Plan.

(g) Disaster Event Generated Hazardous Wastes Abatement

CONTRACTOR shall abate all hazardous waste identified by the CITY in accordance with all applicable Federal, State and Local laws, standards and regulations to include, but not be limited to, 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199. Hazardous waste abatement shall be accomplished in accordance with the CONTRACTOR'S Debris Removal Operations Plan and Environmental Protection Plan. Unless otherwise set forth in Attachments 2(A) and 2(B) in an applicable manner, prices for this Service will be negotiated at time of Event dependent upon types of materials, quantities and hazards present. After such negotiation, prices shall be attached to this Agreement in the form of a Memorandum of Record.

(h) Sand Screening

The CONTRACTOR shall screen all sand, as directed by the CITY, to remove all eligible debris deposited by an Event. This task includes the pick-up of debris laden sand, hauling debris laden sand to the processing screen located on the beach, processing the debris laden sand through the screen and returning clean sand to the approximate original location on the beach as directed by the CITY. Debris removed from sand will be picked up, hauled and processed utilizing the Scope of Services described above for Debris Removal from Public Property.

(i) Documentation and Inspections

All storm debris shall be subject to inspection by the CITY or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, State and Federal laws. The CONTRACTOR will, at all times, provide the CITY access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work and materials. The CONTRACTOR and the CITY will have in place at the TDSRS's, personnel to verify the contents and cubic yards of the vehicles entering the TDSRS's. Records will be maintained of every vehicle entering the TDSRS, its cubic yardage and verification of the vehicle leaving the TDSRS to ensure that it is, in fact, empty. The CONTRACTOR and the CITY will monitor the material to determine that it, in fact, consist of eligible debris. The CONTRACTOR and the CITY will have in place, at the pick up site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use, the CONTRACTOR and the CITY will establish and record the certified cubic yard capacity of each haul truck and will inspect each haul truck. The CONTRACTOR will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable.

The CONTRACTOR will assist the CITY in preparation of Federal (FEMA) and State reports for any potential reimbursement through the training of CITY employees and the review of documentation prior to submittal. The CONTRACTOR will work closely with the Florida Division of Emergency Management, FEMA and other applicable State and Federal Agencies to insure that eligible debris collection and date documenting same appropriately addresses concerns of the likely reimbursement agencies.

(j) Priority of Work Areas

The CITY will establish the priority of work and shall approve the work area, in advance, where the CONTRACTOR will be allowed to work. Daily and/or weekly scheduled meetings (as determined necessary by CITY) will be held between CITY and CONTRACTOR to determine approved work areas and work to be performed. The CONTRACTOR shall remove all eligible debris and leave the site from which the eligible debris was removed in a clean and neat condition, with the understanding that there will be certain debris that is not picked up by

equipment, machinery and general laborers used by the CONTRACTOR. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the CITY.

(k) Working Hours

All activity associated with gathering and loading of eligible debris shall be performed during the visible daylight hours only. Hauling of eligible debris to the TDSRS's will be allowed during visible daylight hours only between dawn and dusk. The CONTRACTOR may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS's, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the CONTRACTOR deems it necessary and safe. CONTRACTOR shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

(l) Debris Disposal

The CONTRACTOR shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State and local laws, standards and regulations. Final disposal locations shall be at the discretion of the CONTRACTOR with prior approval of the CITY. Information regarding the location of final disposal shall be attached to this Agreement in the form of a Memorandum for the Record. The CONTRACTOR and CITY inspector assigned to the disposal process shall maintain disposal records and documentation. Documentation shall be quantified in Cubic Yards.

(m) White Goods

The CONTRACTOR may expect to encounter white goods available for disposal. White goods shall mean household appliances as defined in the Florida Administrative Code. The CONTRACTOR shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws.

Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the CONTRACTOR in accordance to applicable regulatory requirements. There is no additional payment for by City for handling of white goods as this cost of work is included in the CONTRACTOR'S cubic yard unit price for debris removal.

2. SCOPE OF SERVICES TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

See Note (1) at end of section

1. PUBLIC ASSISTANCE PROGRAM

- (a) Damage Survey Report (DSR) or Project Worksheet (PW)
 - (i) Official DSR/PW requests - Assist CITY personnel in the following:
 - (a) Identification of expenditures eligible for reimbursement
 - (b) Submission of official “request for DSR inspection”
 - (ii) Local government representation on DSR/PW team - Train and assist CITY personnel to accomplish the following:
 - (a) Identification of eligible items for reimbursement
 - (b) Review of DSR/PW for accurate Scope of Work
 - (c) Review of DSR/PW for accurate unit costs
 - (iii) Recovery process documentation - Assist CITY personnel in the following:
 - (a) Creation of recovery process documentation plan
 - (b) Maintenance of documentation of recovery process
 - (iv) Force account labor vs. contract labor
 - (a) Recommendations to government officials on need to contract or utilize force amount labor
 - (v) Recovery process oversight
 - (a) Recommendation to government officials on need to contract for project management for projects requiring intense oversight
 - (b) DSR/PW tracking through State and Federal process
 - (c) Written and oral status reports to government officials
- (b) Documentation Support
 - (i) Review of record system for applicability to Federal and State requirements
 - (ii) Orientation and training of CITY personnel on requirements for quality and quantity of required documentation

- (iii) Assist in selection of “Clerk of Records” and provide detailed training for documentation
 - (iv) Review documentation for accuracy and quantity
 - (v) Assist in preparation of claim documentation
- (c) Consultation and negotiation services
- (i) Recommendations to government officials on plans of action
 - (ii) Provide guidance to government officials on issues involving Federal and State reimbursement
 - (iii) Assist CITY officials in negotiations with Federal and State officials
 - (iv) Assist CITY officials with writing the CITY’S comprehensive Emergency Management Plan
- (d) Other representations as may be requested/required

NOTE (1): This is the concept of complete recovery management support where CONTRACTOR would assist an applicant on all aspects of the recovery process. CONTRACTOR personnel cannot assume the Sovereign Duties of the CITY officials, therefore these services shall be in the form of guidance and consultation.

ATTACHMENT 2(A)
TO
AGREEMENT FOR DISASTER RECOVERY SERVICES

The following is a listing of costs for technical services and/or tasks to be provided by CONTRACTOR to CITY upon issuance to the CONTRACTOR of a Notice to Proceed. Costs denoted by an hourly dollar amount represent an hourly rate for personnel and/or equipment services. Costs denoted by a unit price denote the cost per Cubic Yard or cost per Ton to provide the appropriate services of debris removal.

1. **CONTRACTOR INVOICING**

The CONTRACTOR may invoice the CITY not more than once every fifteen (15) days. Fifteen (15) days after beginning work and/or providing services described in a Notice to Proceed, the CONTRACTOR shall submit the first payment request to the CITY. The payment request shall be filled out and signed by the CONTRACTOR covering the work performed during the period covered by the payment request and supported by such data as the CITY may reasonably require. The CITY shall, within five (5) working days of receiving such payment request, finalize review of documentation and make payment to CONTRACTOR. CONTRACTOR will be subject to audit by Federal, State and local agencies pursuant to this Contract.

The invoice must contain the following items as applicable to individual task orders:

2. **COSTS FOR SCOPE OF SERVICES ONE - DEBRIS REMOVAL**

- (a) Measurement and Payment for Gathering, Pick-up, Hauling and Processing of Debris from Public Property

The CONTRACTOR will not be compensated for disposing of any material not defined as eligible debris. The CONTRACTOR and CITY will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load, and the CONTRACTOR will not invoice the CITY for such loads. For each suitable load picked up, hauled and processed, a record of the cubic yards will be recorded by the CONTRACTOR and CITY on numbered tickets supplied by the CONTRACTOR. Copies of each load record will be available to the CONTRACTOR and the CITY'S designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating by day, the individual verified load receipt and invoice amounts. The CITY may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal tickets disputed will be returned to the

CONTRACTOR within five (5) working days of invoice date, for additional clarification prior to payment of those tickets. For debris removal and hauling, the CONTRACTOR shall receive payment for those prices listed in Attachment 2(B), Pricing Schedule. Disposal costs (Tipping Fees) shall be invoiced to the CITY by the CONTRACTOR based on the Lee County Landfill's actual current tipping fee, regardless of final disposal location, at the time of disposal.

This reference of cost does not preclude the CONTRACTOR from utilizing alternative disposal sites as agreed upon by both parties (See Attachment 1, Page 4, Debris Disposal, of this Agreement). The CONTRACTOR at no additional charge to the CITY shall accomplish TDSRS Site Reclamation, since the cost of this service is included in the cost listed above in this paragraph and Attachment 2(B).

(b) Measurement and Payment for Emergency Road Clearance, Demolition of Structures and Debris Removal from Private Property

Measurement of these services utilizing other than an hourly rate is difficult at best and would potentially lend itself to unnecessary disputes. Therefore, the CITY and the CONTRACTOR agree that the CONTRACTOR shall invoice the CITY utilizing the hourly rates listed in Attachment 2(B) to this Agreement. A not-to-exceed amount shall be placed upon any specific work performed at an hourly rate at time of issuance of a Notice to Proceed by the CITY to the CONTRACTOR as agreed upon by both parties.

The CITY and the CONTRACTOR shall have inspectors in the field with each work crew to monitor, record, and sign time sheets for the actual times worked for each piece of equipment and crew-member present at a particular work site. These signed records shall be the basis for the CONTRACTOR'S invoice to the CITY.

(c) Hazardous Stumps (Removal, Back-Fill, Haul to TDSRS)

The removal and hauling of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires a unique documentation and costing. Each stump will be measured by the CITY and CONTRACTOR inspector assigned, two (2) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the stump will be physically numbered by the best means available, photo documented by the CITY and recorded by the inspector on a specified record provided by the CONTRACTOR.

The CONTRACTOR shall invoice the CITY for hazardous stump removal and hauling to the TDSRS at the prices set forth in Attachment 2(B).

The CONTRACTOR shall invoice the CITY on a per cubic yard basis at the prices set forth in Attachment 2(B) for acquiring, hauling and placing clean back-fill material in holes left by hazardous stumps.

(d) Sand Screening

The CONTRACTOR shall invoice the CITY on a per cubic yard basis at the prices set forth in Attachment 2(B) for sand screened, to remove eligible debris deposited by an Event. This cost includes pick-up of debris laden sand, hauling to the processing screen located on the beach, processing the sand through the screen and returning clean sand to the beach as directed by the CITY. Debris removed from sand will be picked-up, hauled and processed utilizing the costs set forth for Debris Removal from Public Property on Attachment 2(B).

3. COSTS FOR SCOPE OF SERVICES TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

All costs associated with this service are included in the costs listed above. There will be no additional cost for this service.

4. COSTS FOR MISCELLANEOUS SERVICE

In addition to the other services described in this Agreement, Attachment 2(B) also sets forth rates for various miscellaneous services and equipment.

5. COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

CONTRACTOR will assist the CITY in preparing its comprehensive Emergency Management Plan for \$150.00 per hour.

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

Debris Removal, Processing and Disposal

Item	Description of Service	Cost 2012	Unit
1	Mobilization and Demobilization	\$ -	LS
2	Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS)	\$8.00	CY
3	Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site (NOTE 1 & 2)	\$3.90	CY
4	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site (NOTE 1 & 2)	\$9.00	CY
5	Management of TDSRS	\$1.75	CY
6	Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site	\$2.25	CY
7	Processing (Burning) of Debris at TDSRS or Final Disposal Site	\$1.75	CY
8	Pick Up and Disposal of Hazardous Material (Note 1 & 2)	\$500.00	Per 55 gal Drum
9	Freon Management and Recycling	\$40.00	Unit
10	Dead Animal Collection, Transportation and Disposal	\$3.00	LB
11	Sand Screening (NOTE 4)	\$8.70	CY
12	6 inch diameter to 11.99 inch diameter	\$ -	STUMP
13	12 inch diameter to 23.99 inch diameter	\$200.00	STUMP
14	24 inch diameter to 47.99 inch diameter	\$400.00	STUMP
15	48 inch diameter and greater	\$500.00	STUMP

NOTES:

1. Tipping fee at final disposal site(s) will be the responsibility of the City.
2. This price is for a maximum haul distance of 20 miles. For all mileage in excess of 30 miles, add \$0.09 per cubic yard per mile.
3. For a multi year contract, the prices shown above would adjust on the anniversary date of the contract according to a percentage equal to the percent change in the Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics.
4. Price based, on incoming truck cubic yards.

First Response (Emergency Road Clearance-"First Push") Anticipated Crew Makeup

Optional Services: City of Sanibel, Florida

Service Description	Unit	Unit Price_/a	Unit Price_/b
<i>Personnel & Equipment (Operator, fuel, maintenance included)</i>			
Small Loader or Lrg. Skidsteer, (Push machine, wheeled or rubber tracked)*	Hour	\$70.00	\$70.00
Knuckle boom Loader Truck (Self-Loading-25-35 CY)	Hour	\$0.00	\$135.00
Dump Truck/Trailer (16 to 24 CY)	Hour	\$0.00	\$65.00
Supervisor with Truck (1 man, will assist toss operations)	Hour	\$65.00	\$65.00

Ash Britt, Inc.

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

Operators with Chainsaw (2 man crew, cut and toss)	Hour	\$90.00	\$90.00
Laborer with Tools (1 man, toss)	Hour	\$0.00	\$32.50
Traffic Control/Safety Personnel (2 man crew, as needed)	Hour	\$0.00	\$57.00

Total Hourly:	Hour	\$225.00	\$514.50
---------------	------	----------	----------

Notes:

*Hourly rate for other equipment that may be required to follow Schedule 2a-Supp Hourly Rates.

- a. Minimum crew composition.
- b. Potential maximum crew composition.

Personnel, Equipment and Materials (Emergency Push/Misc. Services)

Price Schedule

Optional Services: City of Sanibel, Florida

Service Description	Size or Type	Unit	Unit Price
Heavy Equipment (Operator, fuel, maintenance included)			
Skid-Steer Loader (Mini-Loader)	Bobcat	Hour	\$70.00
Backhoe, Wheel Loader, 1.0-1.5 CY	Cat 416	Hour	\$75.00
Backhoe, Extend-a-hoe	Caterpillar	Hour	\$80.00
Wheel Loaders, 2.5 CY	Cat 950	Hour	\$120.00
Wheel Loaders, 3.5-4.0 CY	Cat 966	Hour	\$140.00
Wheel Loaders, 4.5 CY	Cat 980	Hour	\$160.00
Tracked Loader	Cat 955	Hour	\$135.00
Towed Loader w/ Tractor	Prentice 210	Hour	\$140.00
Knuckle boom Loader Truck (Self-Loading)	25-35 CY Body	Hour	\$135.00
Knuckle boom Loader Truck (Self-Loading)	35-45 CY Body	Hour	\$155.00
Dozer	Cat D4	Hour	\$95.00
Dozer	Cat D5	Hour	\$105.00
Dozer	Cat D6	Hour	\$120.00
Dozer	Cat D7	Hour	\$145.00
Dozer	Cat D8	Hour	\$170.00
Hydraulic Excavators, 1.5 CY	Cat 320	Hour	\$115.00
Hydraulic Excavators, 2.5 CY	Cat 325	Hour	\$130.00
Hydraulic Excavators, 3.5> CY	Cat 330	Hour	\$150.00
Tractor w/ Box Blade	80 Hp	Hour	\$50.00
Motor Grader	Cat 120G	Hour	\$120.00
30 Ton Crane	30 Ton	Hour	\$195.00
50 Ton Crane	50 Ton	Hour	\$250.00
100 Ton Crane (8 hr minimum)	100 Ton	Hour	\$425.00
Bucket Truck	Up to 50' reach	Hour	\$135.00
Personnel, Equipment and Materials (Emergency Push/Misc. Services)			
Price Schedule			
Bucket Truck	50' to 75' reach	Hour	\$150.00
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	\$125.00
Mechanized Broom	Street Sweeper	Hour	\$75.00
Water Truck	2000 Gallon	Hour	\$85.00
Service Truck	N/A	Hour	\$70.00
Soil Compactor 81 HP+	Case/Cat/Wacker	Hour	\$75.00
Soil Compactor 80 HP	Case/Cat/Wacker	Hour	\$70.00
Soil Compactor, Towed Unit	Wacker	Hour	\$22.00

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

Stump Grinder	Vermeer 252	Hour	\$85.00
Stump Grinder	Vermeer 752	Hour	\$120.00
Stump Grinder	Vermeer 60TX	Hour	\$135.00
Chipper w/ 2 man crew	Morbark Storm	Hour	\$125.00
12-Foot Tub Grinder	Morbark 1200	Hour	\$350.00
13-Foot Tub Grinder	Morbark 1300	Hour	\$405.00
14-Foot Tub Grinder	Diamond Z 1463	Hour	\$460.00
12T Lowboy Trailer (Equip.Transport w/ Tractor)	12 Ton	Hour	\$55.00
35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	\$90.00
50T Lowboy Trailer (Equip.Transport w/ Tractor)	50 Ton	Hour	\$120.00
Truck Mounted Winch	Tow Truck	Hour	\$90.00
Log Skidder	Cat 518	Hour	\$115.00
Waste Collection Rear Loader Truck	N/A	Hour	\$135.00
Vacuum Truck/Jetter	3500 Gallon	Hour	\$375.00
Crash Truck w/Impace Attenuator	N/A	Hour	\$105.00
Hauling Vehicles (Operator, fuel, maintenance included)			
Dump Truck	5 to 15 CY	Hour	\$50.00
Dump Truck	16 to 24 CY	Hour	\$65.00
Dump Truck	25 to 34 CY	Hour	\$75.00
Dump Truck (Trailer Dump w/ Tractor)	35 to 44 CY	Hour	\$80.00
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	\$85.00
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	\$95.00
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	\$105.00
Dump Truck (Trailer Dump w/ Tractor)	> 75 CY	Hour	\$115.00
Walking Floor Trailer w/ Tractor	100 CY	Hour	\$125.00
Transportation Vehicles (Operator, fuel, maintenance <i>NOT</i> included; loaned vehicles, insurance included)			
Pickup Truck	1/2 Ton	Day	\$60.00
Pickup Truck	3/4 Ton	Day	\$70.00
Pickup Truck	1 Ton (4x4)	Day	\$85.00
Box Truck	3/4 Ton	Day	\$95.00
Utility Van	3/4 Ton	Day	\$70.00
Passenger Van	9 Passenger	Day	\$65.00
Passenger Car	Full size	Day	\$47.50
Response Trailer	20-30 Foot	Day	\$350.00
Flatbed Trailer	GWV to 450	Day	\$450.00
Personnel			
Project Operations Manager	Individual	Hour	\$105.00
Superintendent with Cell/Truck	Individual	Hour	\$70.00
Supervisor with Cell/Truck	Individual	Hour	\$65.00
Foreman with Cell/Truck	Individual	Hour	\$55.00
Inspector with Cell/Vehicle	Individual	Hour	\$35.00
Health/Safety or QC Manager with Pickup Truck	Individual	Hour	\$65.00
Personnel, Equipment and Materials (Emergency Push/Misc. Services)			
Price Schedule			
Safety Superintendent	Individual	Hour	\$50.00
Mechanic with Truck and Tools	Individual	Hour	\$75.00
Climber with Gear	Individual	Hour	\$85.00
Labor/Operator with Chainsaw	Individual	Hour	\$45.00
Laborer with Tools	Individual	Hour	\$32.50
Traffic Control Personnel	Individual	Hour	\$28.50
Ticket Writers	Individual	Hour	\$32.50

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

Survey Personnel with Vehicle	Individual	Hour	\$35.00
Project Engineer	Individual	Hour	\$75.00
Equipment Operator	Individual	Hour	\$48.50
Truck Driver	Individual	Hour	\$40.00
Administrative Assistant	Individual	Hour	\$35.00
Clerical	Individual	Hour	\$35.00
Marine Resources (Fuel, maintenance included)			
56' Shallow Draft Landing Craft with Crane	Crew of 2	Day	\$6,300.00
40' Sectional Barge w/ Mounted Excavator & Push boat	With Crew	Day	\$7,000.00
33' Fast Barge with Winch	Crew of 2	Day	\$4,200.00
14' Utility Boat with Motor (Work Boat)	With Crew	Day	\$1,680.00
12' Utility Boat with Motor (Work Boat)	With Crew	Day	\$1,120.00
12' Utility Boat without Motor (Work Boat)	With Crew	Day	\$840.00
Tank Diver with Gear	Individual	Hour	\$168.00
Hardhat Diver with Gear	Individual	Hour	\$700.00
Scuba Bottle Refill (Air)	80	Each	\$17.00
Air Pump with multi breathing lines	Brownie Lung	Day	\$560.00
Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)			
Light Tower	w/ Generator	Day	\$145.00
Office Trailer	40 Foot	Day	\$155.00
Storage Container	40 Foot	Day	\$95.00
Portable Eyewash Station	OSHA Spec	Day	\$35.00
First Aid Station	OSHA Spec	Day	\$125.00
Portable Toilet (Port a John)	Single	Week	\$210.00
Observation Tower	USACE Spec	Each	\$3,500.00

Beach Restoration, Canal Work, Waterways & Sunken Vessel Removal

Optional Services: City of Sanibel, Florida

Beach/Lake Restoration

Description	Unit	Price
-------------	------	-------

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

Collection of debris-laden sand from ROW, hauling to the processing screen and sand pile maintenance. Up to 15 mile haul to screen. Debris from screen to be hauled by cubic yard debris rate in contract. Per Cubic Yard \$8.50

Berm/Beach Construction shall include transportation of screened sand to beach from screening site, including shaping of material on emergency berm. To include stockpile maintenance. Up to 15 miles haul from screen. Per Cubic Yard \$8.50

Scrape and screen shall include the collection of debris laden sand from beach, processing it through screen, returning sand to beach and spreading sand on beach. Work to be performed on beach. Per Cubic Yard \$8.50

Canal Work

Description	Unit	Price
Canal Shoreline Restoration	Per Linear Foot	\$26.50

Note: To include any necessary excavation, compaction, fill and backfill of embankment soils and seeding, materials to restore banks to preexisting conditions insofar as possible.

Canal/Marine Debris Removal	Per Cubic Yard	\$35.75
-----------------------------	----------------	---------

Note: Removal of storm generated debris from marine environments including streams, canals, and waterfronts by applicable land-based or marine-based processes.

Sunken Vessel Removal

Description	Unit	Price
Marine Salvage Operations	Per Linear Foot	
Less than 20 feet		\$175.00
20 to 25 feet		\$252.00
25 to 30 feet		\$385.00
Greater than 30 feet		By Case
Land Based Salvage Operations	Per Linear Foot	
Less than 20 feet		\$162.50
20 to 25 feet		\$234.00
25 to 30 feet		\$357.50
Greater than 30 feet		By Case

Note: Large vessels, houseboats or vessels within environmentally sensitive areas may require unexpected additional effort. Work may be negotiated on a case-by-case basis under such conditions.

**Emergency Drinking Water and Ice Supply
 Price Schedules**

Optional Services: City of Sanibel, Florida

Drinking Water

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

8.45 OZ. (250 mL) Units - 27 Units/Case (9 x 3 Packs/case)
 135 Cases/Pallet

<u>Cases</u>	<u>Pallets</u>	<u>Price/Case</u>	<u>Per Unit</u>	<u>Per Pallet</u>
135-675	1-5	\$ 8.55	\$ 0.32	\$ 1,154.05
810-1350	6-10	\$ 8.30	\$ 0.31	\$ 1,120.84
1485-1500	11-20	\$ 8.12	\$ 0.30	\$ 1,095.93

1 Liter (1000mL) Units - 12 Units/Case
 75 Cases/Pallet

<u>Cases</u>	<u>Pallets</u>	<u>Price/Case</u>	<u>Per Unit</u>	<u>Per Pallet</u>
75-375	1-5	\$ 9.78	\$ 0.81	\$ 733.39
450-750	6-10	\$ 9.35	\$ 0.78	\$ 701.10
825-1500	11-20	\$ 9.10	\$ 0.76	\$ 682.65

Note:
 Prices are F.O.B. Miami, FL or West Palm Beach, FL.

Ice Supply

<u>Description</u>	<u>Unit</u>	<u>Price</u>
Packaged Ice Delivered	Per pound	\$0.34
Additional Ground Mileage	Per mile	\$3.46
Standby Time in Excess of 2 Hours (Demurrage)	Per hour	\$81.25

- Note:
- As ice and water represent scarce commodities following a storm event, specific terms and conditions shall be included as part of an executed contract. These terms and conditions are available for review at your request.
 - Prices are valid for an annual term, at which time prices require renegotiation.
 - Ice supply subject to availability. Every effort will be made to deliver packaged ice in the quantities specified and to the delivery sites specified as timely as possible. Minimum quantities required.

Product Standards: Ice provided under this contract shall be:

- manufactured within no more than 120 calendar days of the date of delivery;

**Emergency Drinking Water and Ice Supply
 Price Schedules**

- tube or crushed ice (block or shaved ice is not used);
- manufactured in compliance with the Food and Drug Administration (FDA) Good Manufacturing Practices (GMP) of 21 C.F.R. 110, the International Packaged Ice Association (IPIA) standards;
- manufactured by ice plants that use source water from a public water supply which is currently in compliance with the National Premium Drinking Water Regulations (NPDWR) of the Safe Drinking Water Act (SDWA) and which Achieved that compliance without an exemption under the SDWA. and
- produced, packaged, transported, stored and handled in accordance with all Applicable Federal, state and local laws and regulations.

Packaging: Ice shall be sealed in 5 to 20 pound plastic bags and stacked on

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

Pallets. Each pallet shall contain 2,000 pounds, net weight, of ice. A protective layer (slip sheet) of thick paper, plastic (6 mil) or waterproof corrugated Cardboard shall be placed between the stacked ice and the pallets. Pallets of packaged ice will be fully covered on all four (4) sides with a minimum of four (4) Layers of shrink wrap. All pallets shall be 4' x 4' nominal, constructed of hardwood, designed for pickup on all four sides and repeated use with a 2,000 lb. load. Each pallet is packaged to withstand severe climatic conditions.

Disaster Response Man Camps/Comfort Services Price Schedule

Optional Services: City of Sanibel, Florida

Emergency Sleeping Quarters

Option 1

<i>1 – 168-Man Dormitory Structure</i>	Unit Price	Rental
Wood Floor w/ New Carpeting	\$	
	158,276.40	
Air Conditioning/Combination Heating Units		
Power Generation Metal Halide Lighting Package		
168 Mil-Spec Cots 2 – Personnel Doors Up to 4 Weeks Rental		

Option 2

<i>1 – 200-Man Tension Tent</i>	Unit Rental Price
Wood Floor w/ New Carpeting	\$ 183,208.50
Air Conditioning/Combination Heating Units	
Power Generation Metal Halide Lighting Package	
200 Mil-Spec Cots 2 – Personnel Doors Up to 4 Weeks Rental	

Dining Facilities

Option 1

<i>1 – Dining Structure for 500</i>	Unit Price	Rental
Wood Floor w/ EventPro Flooring	\$	
	120,736.80	
Air Conditioning/Combination Heating Units		
Power Generation Metal Halide Lighting Package		
2 – Personnel Doors 64 – 8’ Banquet Tables 512 Folding Chairs Up to 4 Weeks Rental		

Option 2

<i>1 – Dining Structure for 350</i>	Unit Rental Price
Wood Floor w/ EventPro Flooring	\$ 90,749.40
Air Conditioning/Combination Heating Units	
Power Generation Metal Halide Lighting Package	
2 – Personnel Doors 44 – 8’ Banquet Tables 352 Folding Chairs Up to 4 Weeks Rental	

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

Restroom Facilities

<i>Camp Service Facilities</i>	<i>Units for</i>	Rental Price
Portable Toilet Facilities	150-Person Camp	\$ 18,988.74
Daily Cleaning & Service	250-Person Camp	\$ 30,673.74
4 Weeks Rental	500-Person Camp	\$ 60,116.25

Disaster Response Man Camps/Comfort Services Price Schedule

Shower Facilities

<i>1 - 14 Head Shower Trailer Unit</i>	Unit Price	Rental
Provides Shower Service for 350 People	\$	90,405.00
Each Unit Contains: Private Changing Stalls & 36" x 36" Shower Stalls Propane-fired boiler system On-board water storage Air Conditioning Trash Receptacles Up to 4 Weeks Rental	/	

Laundry Facility

<i>1 - 7 Unit Laundry Trailer</i>	Unit Rental Price
Each Unit Contains:	\$ 90,405.00
7 - Top Load Washer Units 8 - Front Load Dryer Units Hot and Cold Water Air Conditioning Folding Table Trash Receptacles Up to 4 Weeks Rental	/

Cost Plus Man Camp Services

Rate

Site Preparation	Cost +23%
Fuel for Generators	Cost +23%
Fresh Water Supply	Cost +23%
Grey and Black Water Removal	Cost +23%

Special Emergency Services

Rate

Emergency Clinics and Support Personnel	Cost +23%
---	-----------

Note(s): All pricing above assumes services for disaster/emergency situations. All pricing is for a minimum one-month rental. Quote includes all non-union labor and equipment needed for installation and take down of structures. Quote assumes staking into level asphalt or grass surface provided free of obstruction with direct semi-truck access within 50' of work site. Applicable sales taxes, permits, and fuel surcharges are not

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

included. This proposal is subject to equipment availability at the time the notice to proceed is issued.

Emergency Power Generation Price Schedule

Optional Services: City of Sanibel, Florida

Units	Per Day (24 hrs)	Per Week
25 kW Generator	\$ 669.90	\$ 2,158.80
56 kW Generator	\$ 1,083.60	\$ 4,123.35
100 kW Generator	\$ 1,680.00	\$ 6,612.90
175 kW Generator	\$ 2,305.80	\$ 9,502.50
250 kW Generator	\$ 2,857.19	\$ 11,246.60
320 kW Generator	\$ 3,190.95	\$ 12,349.05
500 kW Generator	\$ 3,937.50	\$ 14,502.60
800 kW Generator	\$ 6,619.20	\$ 22,611.75
1000 kW Generator	\$ 7,988.40	\$ 27,181.35
1500 kW Generator	\$ 9,313.50	\$ 31,680.60

*Additional equipment rates available upon request.

Notes:

1. Transportation charges not included.
2. Cables and distribution boxes not included.
3. Minimum usage charge of 2 days.
4. Includes service and maintenance.

	Day	Week	Month
Tails	\$ 7.07	\$ 14.15	\$ 21.22
Cables (400 amp) 50ft	\$ 106.09	\$ 176.81	\$ 530.44

Emergency Fuel Delivery/Management Price Schedule

Optional Services: City of Sanibel, Florida

Item/Equipment	Description	Rental/Labor Rate	Unit
550 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	\$93.75	Per day
1,000 gallon single wall tank	Portable Storage Tank	\$106.25	Per day
1,000 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	\$118.75	Per day
6,000 gallon or greater tank	Portable Storage Tank	\$187.50	Per day
12 Volt Fill-Rite Pump	Fuel Pump 13 GPM, includes nozzle	\$25.00	Per day

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

Portable Tank Delivery/Pickup	Delivery/Pickup Charge	\$187.50	Per hour
Portable Tank Cleanout Fee	Cleanout of portable tank (if required)	\$500.00	Per service
Truck with Man	Transport Truck w/trailer or Bobtail Truck	\$227.50	Per hour*
Fuel Tank Trailer Only	7,500 to 8,500 gal capacity	\$750.00	Per day
Mobile Fuel Station	12,000 Gal capacity on trailer	\$218.75	Per hour*
Frac Tank	20,000 gallon frac tank	\$250.00	Per day
Labor	Man to operate fuel station or fuel vehicles	\$93.75	Per hour

Note: *Additional Storage Tanks ranging from 250 to 20,000 gallons are available upon request*

* Requires 24 hour minimum

Item	Description	Purchase Price	Unit
Fuel	Gasoline/Diesel/Aviation Fuel	Cost + \$0.74	Per gallon

Note: Rental/Labor Rate begins when equipment or labor leaves the facility and ends upon its return to the same facility. Reasonable lodging expense may apply.

Description of service:

A self contained generator powered system designed to meet the emergency fuel response needs of government and commercial entities. This unit combines high volume fuel dispensing capabilities along with maximum portability features.

Features:

- Total fuel storage capacity -12,000 gallons (One 10K tank and two 1K tanks)
- Tanks are dual walled (secondary containment) & are Flame shield NFPA 30 rated.
- Mounted on a 53' drop deck trailer
- Six high volume fueling points with hoses on reels
- Fueling points have meter registers
- Grounding cable for vehicle re-fueling
- 20KW diesel generator
- Lights for night fueling
- No special transportation permits required
- Equipped with spill response kits.
- Air compressor
- Lubricants storage tank with dispenser

Note: Units subject to availability.

Emergency Satellite Telephone/Communication Services Price Schedule

Optional Services: City of Sanibel, Florida

Satellite Phone Service

		Rate	Unit
Per Satellite Phone		\$100.00	Per week
Usage Cost, per phone	\$2.00	Per minute	

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

Satellite Internet Service

Self-Contained Trailer Equipment

Duration	Monthly Cost
3 month	\$4,913.85
6 month	\$3,683.85
9 month	\$2,453.85
12 month	\$1,223.85

Bandwidth

Service	Monthly Cost
Disaster Response	\$2,028.27

Bandwidth Service	Contention	Upload (Kbps)	Download (Mbps)	VoIP lines	Users
Disaster Response	10	768	2	6	10 to 20

Description of services:

Self-contained trailer auto deploy

This unit was designed to be a self-contained mobile unit that is weatherized. This unit is ideal for businesses that need ultimate mobility with rapid deployment. The following equipment comes standard on each unit:

- 4'x 6' enclosed trailer
- 9,000 watt electric start generator
- Andrew Smart-Ad 3 watt 1.2 meter auto deploy satellite earth station
- VSAT 3100 internet modem
- Motorola Hot Zone Duo Mesh Wireless Router (MWR)
- Universal power controller battery backup

Self-contained trailer mounted

This unit was designed to be a self-contained mobile unit that is weatherized. The following equipment comes standard on each unit:

Emergency Satellite Telephone/Communication Services Price Schedule

- | | |
|--|--|
| · 4'x 6' enclosed trailer | 4'x 6' enclosed trailer |
| · 9,000 watt electric start generator | 9,000 watt electric start generator |
| · Andrew 4 watt 1.2 meter satellite dish | Andrew 4 watt 1.2 meter satellite dish |
| · VSAT 3100 internet modem | VSAT 3100 internet modem |

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

- Motorola Hot Zone Duo Mesh Wireless Router (MWR) Motorola Hot Zone Duo Mesh Wireless Router (MWR)
- Universal power controller battery backup Universal power controller battery backup

The following services are available within the program:

- Broadband Internet
- Canopy Networks
- VoIP Telephone and Fax
- Cell Phone Repeaters

Each satellite unit will be equipped to provide wireless broadband internet. The units are scalable so that additional wireless access points can be added. Each unit will have sufficient bandwidth to easily support 15 concurrent internet users from the base system. If necessary, additional units can be brought in to support a larger camp population.

Voice-over-internet protocol (“VoIP”) telephone and fax service will be available as an optional service with each satellite unit. This service can handle one to eight voice lines per unit. Cell phone repeaters for Nextel and Cingular networks are also available as an optional item.

Note: Services subject to availability. Alternative configurations may be substituted.

Temporary Office Trailers, Mobile Command Center Price Schedule

Optional Services: City of Sanibel, Florida

Single Unit

Dimensions: Width = 8', Unit Length = 20'

Category	Rate	Unit
Setup Fee:	\$ 1,414.50	One time
Single Unit	\$ 491.52	Per month

Single Unit

Dimensions: Width = 8', Unit Length = 28'

Category	Rate	Unit
Setup Fee:	\$ 1,574.40	One time
Single Unit	\$ 600.32	Per month

Single Unit

Dimensions: Width = 10', Unit Length = 24'

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

Category	Rate	Unit
Setup Fee:	\$ 2,097.15	One time
Single Unit	\$ 760.32	Per month

Chemical Toilets Price Schedule

Description	Rate	Unit
Port-o-let (per unit)	\$ 1,451.40	Per month
Port-o-let (per unit)	\$ 52.50	Per day

Note: Includes delivery/set up, daily service, equipment rental, and pick up/breakdown

Emergency Pumping Units Price Schedule

Optional Services: City of Sanibel, Florida

Description	Rate (Per Day)	Rate (Per Hour)
4" Trash Pump Package	\$ 1,089.05	\$ 90.75
6" Trash Pump Package	\$ 1,654.85	\$ 137.90
6" Hydraulic Pump with Power Pack	\$ 1,216.70	\$ 101.39
8" Hydraulic Pump with Power Pack	\$ 1,818.15	\$ 151.51

Notes:

1. Transportation charges not included.
2. Includes suction and discharge hose.
3. Minimum usage charge of 8 hours.
4. Includes installation, service and maintenance.

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Optional Services: City of Sanibel, Florida

Categories/Descriptions

Labor	Unit	Rate
Project Consultant (PC)	Hour	\$156.00
Project Executive (PE)	Hour	\$125.00
Project Manager (PM)	Hour	\$75.00
Health & Safety Officer (HSO)	Hour	\$75.00
Technical Specialist (Superintendent) (TS)	Hour	\$69.00
Drying Technical (DT)	Hour	\$69.00
Equipment Operator (EO)	Hour	\$56.00
Remediation Worker (RW)	Hour	\$47.00
General Labor (GL)	Hour	\$36.00
Field Auditor (FA)	Hour	\$50.00

Supplies/Consumables	Unit	Rate
Adhesive Remover	Gallon	\$96.00
Anti-Microbial Coating	Gallon	\$81.00
Anti-Microbial Disinfectant (Concrete Pre Mixed)	Gallon	\$5.00
Anti-Microbial Disinfectant (Micro Ban RTU)	Gallon	\$56.00
Bags, Trash	Roll	\$94.00

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

Bags, Trash Environmental	Roll	\$106.00
Box, Storage Cardboard	Each	\$9.00
Brush, Long Handle/Scrub	Each	\$11.00
Camera (Disposable, 27 exp. includes development)	Each	\$37.00
Cleaner, General and all purpose	Gallon	\$30.00
Cleaner, Electronic Grade	Gallon	\$63.00
Decontamination Unit, Disposable	Each	\$418.00
Duct, Lay Flat (500')	Roll	\$469.00
Fuel	Gallon	Cost + 23%
Negative Air Filters (Prefilters)	Each	\$4.00
Negative Air Filters (Pleated)	Each	\$8.00
Negative Air Filters (Main HEPA)	Each	\$225.00
Poly Sheeting, Fire Retardant	Roll	\$125.00

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Poly Sheeting, Reinforced	Roll	\$188.00
Rags, Cotton Cloth	Box	\$63.00
Respirator Cartridges, Negative Pressure (Half-Face)	Pair	\$13.00
Respirator Cartridge, PAPR (Full-Face)	Each	\$16.00
Spray Bottle w/ Trigger	Each	\$4.00
Sprayer	Can	\$3.00
Sponges, Soot Absorption	Each	\$3.00
Suit, Disposable	Each	\$3.00
Suit Tyvek	Each	\$8.00
Tape, Duct	Roll	\$7.00
Terry Wipes	Pound	\$8.00
Towels	Case	\$38.00

Drying Equipment

	Unit	Rate
Dehumidification Unit (50cfm-100cfm)	Each	\$91.00
Dehumidification Unit (110cfm-200cfm)	Each	\$149.00
Dehumidification Unit (220cfm-300cfm)	Each	\$175.00
Dehumidification Unit (500cfm-600cfm)	Each	\$382.00
Dehumidification Unit (1000cfm)	Each	\$667.00
Dehumidification Unit (2000cfm-2250cfm)	Each	\$1,289.00
Dehumidification Unit (3500cfm)	Each	\$259.00
Dehumidification Unit (4500cfm-5000cfm)	Each	\$356.00
Dehumidification Unit (6000cfm)	Each	\$453.00
Dehumidification Unit (8500cfm)	Each	\$1,133.00
Dehumidification Unit (15,000cfm)	Each	\$324.00

Miscellaneous Equipment

	Unit	Rate
40 Ton AC Unit	Each	\$1,049.00
100 Ton Chiller Unit	Each	\$1,159.00
200 Ton Chiller Unit	Each	\$919.00
Air Compressor (110 psi)	Each	\$39.00
Air Compressor (125 psi)	Each	\$220.00
Air Mover	Each	\$32.00
Buffer, Floor	Each	\$39.00
Cart, Tilt/Demolition	Each	\$26.00
Dolly, 2-Whl/4-Whl/Drm/Whlbr	Each	\$6.00
Electrical Dist. Panel (Spider Box)	Each	\$71.00
Electrical Kit (Ext. Cord GFI, Surge Protector)	Each	\$6.00
Extraction Unit (Portable)	Each	\$162.00
Extraction Unit (Trailer)	Each	\$583.00

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

Filtration Unit	Each	\$32.00
Fire Extinguisher	Each	\$5.00
First Aid Kit	Each	\$3.00
Floor Kit (Mop, Bucket, Broom, Rake, Scraper, Wrecking Bar, Etc.)	Each	\$16.00
Freight	Each	\$4.00
HEPA Filtration Unit (10,000cfm)	Each	\$389.00
Drying In, Decontamination, Mold Remediation, Restoration Price Schedule		
HEPA Filtration Unit (2,000cfm)	Each	\$123.00
Light, Portable	Each	\$3.00
Light, Stand	Each	\$19.00
Light, String	Each	\$13.00
Mobile Commanded Center	Each	\$576.00
Negative Pressure Recorder	Each	\$65.00
Ozone Machine	Each	\$155.00
Power Hand Tools (Circular Saw, Drill etc.)	Each	\$13.00
Pump, Small	Each	\$52.00
Pump, Flood	Each	\$175.00
Respirator, Negative Pressure (Half Face)	Each	\$6.00
Respirator, PAPR (Full Face)	Each	\$32.00
Radio, Job Site	Each	\$13.00
Shower/Wash Station	Each	\$19.00
Sprayer, Airless	Each	\$84.00
Thermal Image Camera	Each	\$65.00
Trailer	Each	\$149.00
Truck, 24ft	Each	\$123.00
Truck, Pick-Up	Each	\$84.00
Truck, Water Extraction	Each	\$259.00
Vacuum, (Wet/Dry)	Each	\$32.00
Vacuum, HEPA	Each	\$97.00
Van/Bus	Each	\$123.00
Vent/Wall Cavity Drying Unit	Each	\$453.00
Wall Kit (Ladder, Fall Protection, Knives, Etc.)	Each	\$13.00
Washer, High Pressure (5,000 psi)	Each	\$227.00
Washer, High Pressure (20,000 - 40,000 psi)	Each	TDB
Washer, HOTSYS	Each	\$259.00

Notes:

1. Work performed utilizing these rates shall be performed pursuant to the predefined Scope of Work being agreed to by both parties and any applicable Change Order contract modification being completed.
2. Price. Work performed hereunder shall be priced as indicated in the AshBritt Rates, plus any applicable taxes.
 - A. AshBritt will invoice the customer weekly for services rendered in accordance with the AshBritt rates. Customer agrees to make payment to AshBritt within 15 days of invoice.
 - B. The balance of AshBritt's fees and charges for the performance of the Scope of Work will be paid within 30 days from the Customer's receipt of the final invoice from AshBritt.
3. Invoicing and Payment. AshBritt shall submit to Customer itemized invoice(s) setting forth the total amounts due in accordance with the Rate Schedule for services utilized in performance of the Scope of Work. If payments are not received timely, Customer agrees to pay all costs of collections up to and including court costs, reasonable attorney's fees and interest charges at the lesser of 1) 1.5% per month, or 2) the maximum lawful interest rate. No retainage will be withheld from payments.
4. Overtime Rates. Customer agrees that overtime rates will be billed by AshBritt and paid by customer based upon entitlement of employee notwithstanding where initial 40 hours, or any part

Attachment 2(B)
Agreement for Disaster Recovery Services
Pricing Schedule

thereof, were worked by employees for AshBritt on other projects.

5. Responsibility for Payment. Customer agrees to make payment to AshBritt for services rendered hereunder in the amounts and on the terms specified above, regardless of whether Customer is entitled to reimbursement for such costs from Customers or from some other person's or entity's insurance carrier or any other source.

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

6. Best Efforts. AshBritt and Customer acknowledge that the property which is the subject of the Work may have been involved in a fire, flood, or other catastrophe. AshBritt will perform the Work on a "best efforts" basis, but cannot, and therefore does not, guarantee or warrant that any of the property will be operational or free from defect following completion of the Work.

7. Causes Beyond Control. If any circumstance or event which is beyond the reasonable control of AshBritt delays the performance of any of AshBritt's obligations under this agreement or makes any of those obligations impossible to perform, AshBritt will not have any liability for that delay or non-performance.

8. Consents and Permits. Any federal, state, or local permits or consents required for the performance of the Work are the responsibility of the Customer; provided that, if made a part of the Work, AshBritt may obtain such permits and consents at Customer's expense. Both AshBritt and Customer will comply with all applicable governmental regulations, statutes, laws and ordinances.

9. Disposal. Disposal of any Hazardous Material (including specimens or samples) or any property that contains Hazardous Material, removed by AshBritt under this Agreement will be in the name of the Customer and under any applicable generator number or other identification assigned by the Customer.

10. Indemnity. Each party agrees to indemnify and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, and/or the conditions to which the Contract pertains, to the extent that any such claim, demand, cause of action and/of liability is attributable to the breach of Contract or other fault of the indemnifying party. Customer on its behalf and on behalf of including but not limited to Owners, Management Companies, Tenants and Occupants indemnifies AshBritt against loss or damage to personal property and/or content during the performance of services within the areas of remediation.

11. Confidential Information. AshBritt and Customer mutually agree to maintain in confidence and will not, directly or indirectly disclose or use, either during or after the term of this Agreement, any proprietary or confidential information belonging to the other party, whether it is in writing or permanent form, except to the extent necessary to perform the work until such time as said information has become public knowledge.

12. No Consequential Damages. No party shall in any action or proceeding or otherwise assert any claim for consequential damages against any other party to this reasonable attorney's fees and court costs. Contract on account of any loss, cost, damage or expense which such party may suffer or incur because of any act or omission of any other party to this Contract or its agents or employees in the performance of a party's obligations under this Contract, or any other cause of action (including negligence) arising out of or related to transactions in connection with this Contract, or otherwise, and each party expressly waives any such claims.

13. Labor Considerations.

A. The labor rates stated above are per hour for the first 40 hours worked (or 8 hours a day in California or where mandated by prevailing wage requirements) in a week beginning on Monday.

B. Labor rates for work performed over 40 hours in a week (or 8 hours a day in California or where mandated by prevailing wage requirements) will be charged at one and one-third (1-1/3) times the stated hourly rates except where collective bargaining agreements or prevailing wage requirements mandate premium time to be paid Saturday, Sunday and Holidays. In such an event, one and one-third (1 - 1/3) time the stated rates or the multiplier mandated by prevailing wage requirements shall be applicable.

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

- C. Travel time will be charged, at stated hourly rates, when employee lodging is more than 50 miles from the project location or when emergency conditions exist that result in one way travel time of 60 minutes or greater. In either case, a minimum of one hour will be charged per individual, each way.
 - D. All documented costs for other applicable travel costs (airfare, rental cars, cab fare, etc.) will be reimbursed to AshBritt at cost plus 10%.
 - E. Per diem and lodging will be charged at a rate of \$100 per employee, per day for all employee classifications
 - F. A minimum surcharge of \$25 per hour will be added to the stated rates for any employee classification whereby their trade is covered by a collective bargaining agreement, or for any employee subject to prevailing wage rates.
 - G. A Remediation Worker (RW) is defined as a person who utilizes a respirator to protect himself/herself from the potential exposure to any hazardous substance, including nuisance dust.
 - H. Warehousemen and drivers supporting the on site work activity will be billed at the General Laborer rate.
14. Equipment Rental Considerations.
- A. Unscheduled Rental Equipment and Consumables. For equipment and consumables not listed that is rented for the project by AshBritt the rate invoiced to the Customer will be the rate charged to AshBritt plus 10% + 10%. Freight is excluded.
 - B. Unscheduled Purchased Equipment. If special equipment not listed above is purchased for the project the daily rental will be 5% of the purchase price.

Temporary Warehousing Price Schedule

Optional Services: City of Sanibel, Florida

Option 1

Storage Containers

Description	Rate	Unit
40' Conex Box	\$3,000.00	Per month
20' Conex Box	\$2,000.00	Per month

Note: Transportation not included.

Option 2

Fabric Structures (Reinforced)

Description	Rate	Unit
82' w x 98' l, 10' side, 23' peak Structure	\$13,603.80	First month
	\$12,595.20	Each additional month



Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

\$5,809.29 Per month (6 mo. min.)

Additional Accessories:

Gable vent fan	\$5,535.00	Per fan
Manual roll-up door	\$4,305.00	Per door
Single personnel door	\$2,214.00	Per door

Note:

1. Transportation and installation are additional. Structure ships on one tractor trailer and takes one-day for install of frame, fabric and lights.

2. Pricing is based on structure size. Workable dimensions are customizable, so pricing will vary depending on situational needs.

Hazardous Materials General Labor Price Schedule

Optional Services: City of Sanibel, Florida

Title	Level	Abbr.	Rate	Unit
Project Manager	Upper Level	ULM	\$200.00	Per hour
Mid Level Manager	Middle Level	MLM	\$155.00	Per hour
Professional	Upper Level	ULP	\$145.00	Per hour
	Middle Level	MLP	\$110.00	Per hour
	Lower Level	LLP	\$85.00	Per hour
Technical	Upper Level	ULT	\$97.00	Per hour
	Middle Level	MLT	\$70.00	Per hour
	Lower Level	LLT	\$50.00	Per hour
Secretarial/Clerical			\$65.00	Per hour
Equipment Operator			\$55.00	Per hour
Laborer			\$40.00	Per hour
Per diem			\$135.00	Per day

Hazardous Materials Equipment/Materials Price Schedule

Optional Services: City of Sanibel, Florida

Description	Unit	Rate
250 gallon Poly Tank	Day	\$111.00
Absorbent Boom -bags	Each	\$132.00
Absorbent Pads - boxes	Each	\$138.00
Air Compressor 185 cfm	Day	\$130.00
Air Compressor Small	Day	\$63.00
Air sampling Vacuum Pump	Day	\$37.00
Bladder Pump	Day	\$99.00
Cement - Bags	Each	\$44.00
Centrifugal Pump/Hoses	Day	\$68.00
Chain saws	Day	\$78.00
Coil Rope	Each	\$37.00
Concrete Saw	Day	\$71.00
Conductivity, ph, thermometer Set	Day	\$30.00
Contaminated Material - total tons	Tons	Cost + 23%

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

Core Drill w. 6" bit	Day	\$146.00
Data logger with Transducers	Day	\$188.00
Disposable 1 micron Filter	Each	\$26.00
Dissolved Oxygen Meter	Day	\$47.00
Double Ring Infiltrometer	Day	\$86.00
Drum Roller compactor	Hour	\$169.00
Electric Hand Tools (drill, saw, sander etc)	Ea/day	\$16.00
Explosimeter	Day	\$32.00
Gas Chromatograph, portable	Day	\$498.00
Ground Penetrating Radar	Day	\$1,039.80
Hand Auger	Day	\$14.00
Hand Tools per employee	Day	\$32.00
Harbor Boom	ft/day	\$3.00
High Pressure Steam Cleaner	Day	\$193.00
Mini Excavator	Hour	\$58.00
Oil Water probe	Day	\$50.00
OVA	Day	\$203.00
Plate Compactor	Day	\$127.00
Ponar Dredge sampler	Day	\$68.00
Portable Light stand	Day	\$63.00
Portable Sampler (Peristaltic pump)	Day	\$68.00
Safety Equipment Level C	Day	\$78.00
Safety Equipment Level D	Day	\$156.00
Sediment Sampler	Day	\$40.00
Street Sweeper	Day	\$780.00
Surveying Equipment	Day	\$58.00
Teflon Bailer	Day	\$11.00
Teflon Tubing	Foot	\$4.00
Traffic control Vests cones barriers etc	Day	\$86.00
Turbidity Meter	Day	\$42.00
Visqueen - Rolls	Each	\$136.00
Water level Indicator	Day	\$48.00
Well and Well screens	Each	Cost + 23%
Hazardous Materials Equipment/Materials Price Schedule		
Well Point Install	Each	Cost + 23%
WellPoint Rental	Day	Cost + 23%
workboat w/o motor	Day	\$130.00
YSI Meter/ Multi meter	Day	\$130.00
Personal Protective Equip., Level A (DuPont RS562T)	Per Unit	\$895.00
Personal Protective Equip., Level B (DuPont R3123T)	Per Unit	\$395.00
Personal Protective Equip., Level C (DuPont C2127T)	Per Unit	\$195.00
Cascade Air Filtration Panel	Day	\$140.00
Air Filtration Panel	Day	\$55.00
Airline Respirator	Day	\$210.00
High Hazard Personnel Decontamination	Per Kit	\$40.00
Low Hazard Personnel Decontamination	Per Kit	\$15.00
Personnel Retrieval System	Day	\$140.00
Personnel Retrieval Harness	Day	\$24.00
Combustible Gas Indicator	Day	\$75.00
Toxic Gas Detector	Day	\$150.00

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

Photoionization Detector	Day	\$110.00
Hazmat Kit	Day	\$325.00
Hand Auger, Stainless Steel	Day	\$20.00
Hand Operated Transfer Pump	Day	\$65.00
1" Diaphragm Pump (1")	Day	\$125.00
2" Diaphragm Pump (2")	Day	\$160.00
2" Diaphragm Pump S.S. (2" S.S.)	Day	\$275.00
3" Diaphragm Pump (3")	Day	\$250.00
6" Diaphragm Pump (6")	Day	\$1,280.00
1" Suction or Discharge Hose (1")	Day	\$46.00
2" Suction or Discharge Hose (2")	Day	\$70.00
3" Suction or Discharge Hose (3")	Day	\$90.00
6" Suction or Discharge Hose (6")	Day	\$145.00
2" Chemical Suction or Discharge Hose (2")	Day	\$140.00
3" Chemical Suction or Discharge Hose (3")	Day	\$180.00
6" Chemical Suction or Discharge Hose (6")	Day	\$650.00
Diesel Powered Generator 60-80kw	Day	\$245.00
Electrical Cord Station 50'	Day	\$35.00
Spike Bar	Each	\$40.00
Airless Spray (With operator)	Day	\$275.00
Pressure Washer (With operator)	Day	\$255.00
Water hose Section (Garden)	Each	\$35.00
Cutting Torch (With operator)	Day	\$175.00
Wire Welder (With operator)	Day	\$225.00
Air Blower (With operator)	Day	\$175.00
HEPA Vac (With operator)	Day	\$480.00
Barrel Cart	Day	\$15.00
Wheelbarrow	Day	\$15.00
Oil Dry Spreader	Day	\$18.00
Traffic Control Vest, Cones, Flags, Barrels, etc	Day	\$225.00
Drill w/ Bits	Day	\$40.00
Grounding Cable and Rod	Day	\$15.00
Circular Saw	Day	\$30.00
Hand Tool per employee *(shovels, brooms etc.)	Day	\$30.00
Hazardous Materials Equipment/Materials Price Schedule		
Tool Kit (Hammers, Pliers, Screwdrivers)	Day	\$45.00
Wrench Kit (Bung wrench, speed, etc)	Day	\$25.00
Step Ladder	Day	\$9.50
Extension Ladder	Day	\$11.50
Photographic Equipment	Day	\$125.00
Level A Suit (Kappler Responder)	Each	\$800.00
Level B Suit (Kappler Responder)	Each	\$350.00
Level C Suit (Kappler Responder)	Each	\$225.00
Tyvek Coveralls (DuPont)	Each	\$25.00
Proshield (DuPont NG127s)	Each	\$85.00
Saranex (DuPont SL127T)	Each	\$95.00
Acid Suit	Each	\$95.00
Rain Suit	Each	\$35.00
Neoprene Gloves, Pair	Pair	\$12.00
Nitrile Gloves, Pair	Pair	\$8.00

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

Silvershield Gloves	Pair	\$12.00
PVC Gloves	Pair	\$7.50
Cotton or Latex Gloves	Pair	\$8.50
Leather Work Gloves	Pair	\$12.50
PVC Boots (Haz Mat)	Pair	\$32.50
Boot Covers	Pair	\$15.00
Hearing Protection	Pair	\$8.00
Detector Tubes	Each	\$18.00
Ph Paper	Pack	\$25.00
Spill Classifier	Each	\$15.00
Respirator Airline 50' Section	Each	\$175.00
Respirator Cartridges	Pair	\$35.00
Handheld Radios	Each	\$75.00
5"x10' Absorbent Boom-Petroleum (CEP-WB510)	Bale of 4	\$105.00
8"x10' Absorbent Boom-Petroleum (CEP-WB810)	Bale of 4	\$155.00
3"x 12' Absorbent Boom-Universal (CEP-HAZSOCIO)	Bale of 4	\$70.00
Absorbent Pads Bundle-Petroleum (CEP-WP100H or equal)	Bundle	\$87.50
Absorbent Pads Bundle-Universal (CEP-OPP15 or equal)	Bundle	\$132.50
Oil Dry (CEP-FLAB50 or equal)	Bag (40lb)	\$15.00
Peat Moss (CEPEXSORB or equal)	Bag	\$35.00
Vermiculite (CEP-VERM4 or equal)	Bag	\$30.00
Soda Ash Bag (CEP-SODASH or equal)	Bag	\$30.00
4 mil 20x100 polyethylene (4 mil)	Roll	\$47.50
6 mil 20x100 polyethylene (6 mil)	Roll	\$62.50
6 mil bags (6 mil)	Case	\$55.00
Duct Tape (N/A)	Roll	\$6.00
55 Gallon Drum Overoak (CEP-1230YE or equal)	Each	\$110.00
55 Gallon Drum Liners (10 mil)	Each	\$225.00
Fiber Drums (55 gallon)	Each	\$55.00
30 Gallon Overpak (CEP-1230YE or equal)	Each	\$115.00
95 Gallon Overpak (CEP-1237YE or equal)	Each	\$275.00
DOT Hazardous Waste Labels (DOT)	Box	\$35.00
Fire Extinguisher	Each	\$75.00
Caution/Hazard Tape	Roll	\$28.00
Hazardous Materials Equipment/Materials Price Schedule		
Respirator Wipes	Box	\$20.00
ChemTape , 10' roll (Kappler)	Roll	\$15.00

Note:

Any other equipment used by subcontractor will be charged at Subcontractor rate plus 23% (or negotiated, TBD).

NOTICE TO PROCEED

TO:

FROM: City of Sanibel

Consistent with the Agreement for Disaster Recovery Services executed by the
aforementioned parties on _____, the City hereby executes
a Notice to Proceed to _____ for

_____.

The City's representative for coordinating with

_____ is Scott Krawczuk, Acting Director of Public
Works.

AUTHORIZATION:

Judith A. Zimomra
City Manager

Date

MEMORANDUM

DATE: May 1, 2012

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Acting Public Works Director Scott Krawczuk

SK

RE: Utility Vacuum Truck

RECOMMENDATION: Approve SSES, Inc., dba Southern Sewer Equipment Sales to Replace the Utility vacuum truck tank at a cost of \$38,045.00.

The Utility Division of Public Works has two vacuum trucks (a 2008 model with a 4,000-gallon tank capacity and a 2004 model with a 3,000-gallon capacity). When lift station pumps fail, these trucks are used to pump down the stations to prevent wastewater from overflowing onto the ground, thus protecting the public health as well as the environment. If a spill does occur, these trucks are utilized to remove the spillage. In addition, the trucks are used to pump down lift stations for pump repairs and replacements. A seven year replacement schedule is utilized for the vacuum trucks, so the 2004 model is a year overdue for replacement. Although \$120,000 is included in the FY12 Utility Division Capital Improvement budget to replace the truck, it was decided to pursue the cheaper option of replacing just the 3,000-gallon tank, since the truck has low mileage and is in good shape except for the tank.

An advertisement for bids to remove and replace the vacuum truck tank appeared in the March 5, 2012 edition of the Ft. Myers News-Press. In response to the ad, only one bid was received which was opened and read aloud on April 5, 2012 in the presence of Josh Holler and Scott Krawczuk, both from the City. SSES, Inc. dba Southern Sewer Equipment Sales submitted the bid in the amount of \$38,045.00.

Staff recommends that council approve SSES, Inc., dba Southern Sewer Equipment Sales to perform the removal and replacement of the 3,000-gallon vacuum truck tank for \$38,045.00. A budget amendment will be prepared to transfer \$96,115 of the \$120,000 budgeted to replace the vacuum truck from the Utility Division's capital budget to the repair and maintenance and rentals and leases line items to cover the tank replacement, unbudgeted emergency repairs to the two stationary generators at the Donax Plant (including rental of standby generator while generators were being repaired), and the repair of the chlorine storage tank at the Donax plant (also budgeted for replacement, but repaired instead).

Cc: Finance Director Sylvia Edwards
City Attorney Ken Cuyler

RESOLUTION 12-042

APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-030 AND PROVIDING AN EFFECTIVE DATE

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Sanibel, Florida:

SECTION 1. The revised Sewer Fund for fiscal year 2011-2012, Budget Amendment/Transfer BA 2012-030 true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted.

SECTION 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida this 1st day of May 2012.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:

Kenneth B. Cuyler
Kenneth B. Cuyler, City Attorney

4/24/12
Date

Vote of Councilmembers:

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

CITY OF SANIBEL
BUDGET AMENDMENT/TRANSFER

FUND: SEWER FUD
DEPT: Utilities

FUND	ORG	OBJECT	DESCRIPTION	Project Number	Amount Prior To Change	Incr/(Decr) REVENUE	Incr/(Decr) EXPENSE	Amount After Change
			SEWER FUND					-
450	4503500	444000	Rental and leases		11,060		10,645	21,705
450	4503500	446000	Repair and maintenance		724,880		85,470	810,350
450	4503500	664000	Machinery and equipment		523,779		(96,115)	427,664
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
TOTAL:					-	-	-	-

PURPOSE:	To transfer \$96,115 from machinery and equipment expense as follows: 1) \$10,645 to rentals and leases for the rental of an emergency generator and 2) \$85,470 to repair and maintenance for repair of a chlorine storage tank (\$17,815), emergency repairs for two stationary generators (\$29,610) and vacuum truck tank replacement (\$38,045). This amendment does not increase the FY12 budget.
----------	---

Prepared by:	Date	Approved by:	Date	Input by:	GROUP #	Date
F. Slane	5/1/2012					

Memorandum

DATE: May 1, 2012

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Acting Public Works Director Scott Krawczuk *SK*

RE: Purchase of 2 – ¾ Ton and 1 – ½ Ton 4X4 Pickup Trucks

Recommendation: Reject bid from Bartow Ford for specification non-compliance and approve purchase of 2 – ¾ ton and 1 – ½ ton pickup trucks with 4-wheel drive option from Sam Galloway Ford for \$62,976.00.

Pickup trucks are critical to the Public Works operation and need to be replaced in a timely manner (they are on a 7-year replacement schedule) in order to prevent excessive down time and thus improve operational efficiency. The FY 2012 Budget includes funding to replace 3 Public Works pickup trucks, consisting of 2 Streets Division and 1 Parks Division truck. The replacement of the Streets pickups, a 2005 F250 ¾ ton 4x4 (Unit 202) with 82,000 miles and a history of brake problems and a 2005 F250 ¾ ton 4x4 (Unit 212) driven over 105,000 miles with power window and engine electrical problems. The Parks Division pickup proposed for replacement is a 2004 model F150 ½ ton 4x4 driven just 37,000 miles but with rusted – through tailgate, torn seats and in need of new tires. The Tourist Development Council is funding the replacement of the Parks pickup, which is used exclusively for beach parks maintenance.

On March 21, 2012, an advertisement for bids was placed in the Fort Myers News-Press for the purchase of 2 – ¾ ton and 1 – ½ ton pickup trucks. In response to the ad, four bids were received, which were opened and read aloud on April 19, 2012 in the presence of Scott Krawczuk and Josh Holler both from the City.

As per the attached Bid Tabulation, Bartow Ford Company submitted the low bid in the amount of \$61,393.00, but did not meet the ¾ ton pickups 4X4 specification requirement. Sam Galloway Ford submitted the next low bid, which met all specifications, in the amount of \$20,692.00 for each ¾ ton truck and \$21,592.00 for the ½ ton truck for the total bid of \$62,976.00. Note that Sam Galloway's ½ ton pickup unit price was lower than Bartow Ford's ½ ton pickup unit price.

Staff recommends that Council reject the bid submitted by Bartow Ford for non-compliance with the specifications and approve the purchase of 2 - ¾ ton and 1 – ½ ton pickup trucks from Sam Galloway Ford for \$62,976.00. Tourist Development Council funding in the amount of \$23,000 is available for the purchase of the Parks Division pickup. The City's 5-year Capital Improvement budget (Fund 300) includes \$46,000 to purchase the 2 Streets Division pickups.

cc: Finance Director Sylvia Edwards
City Attorney Ken Cuyler

**CITY OF SANIBEL
BID RESULTS**

**The Purchase of Two (2) ¾ Ton Regular Cab 4x4 Pickup Trucks and One (1)
½ Ton Extended Cab 4x4 Pickup Truck**

April 19, 2012 @ 2:00PM

No.	Name	Bid	Bid Bond	Addendum
1	Bartow Ford	\$ 61,393.00 (Reject bid – did not meet ¾ ton pickup 4X4 specification requirement)	N/A	Yes
2	Sam Galloway Ford	\$ 62,976.00 (Low Bidder)	N/A	Yes
3	Don Reid Ford, Inc.	\$ 64,416.00	N/A	Yes
4	Don Gasgarth's Charlotte County Ford	\$ 66,975.38	N/A	Yes
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

CITY OF SANIBEL

RESOLUTION NO. 12-043

A RESOLUTION AUTHORIZING THE CITY MANAGER TO DISPOSE OF OBSOLETE OR SURPLUS FIXED ASSETS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the following fixed assets have been identified as being surplus property available for disposition due to obsolescence or replacement:

<u>Description</u>	<u>Asset No.</u>	<u>Depreciated Value</u>
2005 Ford F250 4X4 Pickup VIN #1FTNF21505EB82710	#1581	\$ 5,483.00
2005 Ford F250 4X4 Pickup VIN #1FTNF21545EB82872	#1586	\$ 5,483.00
2004 Ford F150 4X4 Pickup VIN #2FTRX18W74CA47445	#1527	\$ 3,520.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sanibel, Florida:

SECTION 1. The City Manager is hereby authorized to dispose of the surplus property (fixed asset) identified above by sale, scrap or trade-in.

SECTION 2. Effective Date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida, this 1st day of May, 2012.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:

Kenneth B. Cuyler
Kenneth B. Cuyler, City Attorney

Date

4/23/12

Vote of Councilmembers

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

Memorandum

DATE: May 1, 2012

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Acting Public Works Director Scott Krawczuk SK

RE: Replacement Street Sweeper

RECOMMENDATION: Approve purchase of Tennant Sentinel Model Diesel Street Sweeper off of the General Services Administration Contract in the amount of \$156,838.18.

In 2003, the City expanded its shared use path sweeping program to include street sweeping. The continued widening of the paths provided an opportunity to purchase a larger sweeper, which could also be utilized for street sweeping. Expanding the City's sweeping program to include street sweeping not only gave the streets a better appearance, but also helped the City meet the National Pollution Discharge Elimination System permit requirements by eliminating potential pollutants from the stormwater system. The existing 2003 sweeper is proposed for replacement this fiscal year, a year beyond its scheduled replacement

The replacement street sweeper that Public Works wants to purchase is a Tennant Sentinel model, which is available through a General Services Administration contract. Equipped with the desired options, the sweeper is available through Contract No. GS-30F-1020D for \$156,838.18.

Staff recommends that City Council approve the purchase of a Tennant Sentinel street sweeper off of GSA Contract No. GS-30F-1020D in the amount of \$156,838.18. The CIP Budget includes \$140,000 for the purchase of a replacement street sweeper. The CIP Budget also includes \$35,000 for the replacement of the flail axe, the purchase of which will be deferred to FY13 in order to make available the additional \$16,838.18 needed for the sweeper purchase.

BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

Brian Bigelow
District Two

Ray Judah
District Three

Tammy Hall
District Four

Frank Mann
District Five

Karen B. Hawes
County Manager

Michael D. Hunt
County Attorney

Diana M. Parker
County Hearing Examiner

April 2, 2012

**Mr. James Isom
City of Sanibel
800 Dunlop Road
Sanibel, FL 33957**

**SUBJECT: Contract # 5989
Amendment # 1**

Dear Mr. Goodson:

In the interest of saving time and paper, it is necessary to amend the current contract language for Contract # 5989. The language change will simplify internal contract processing procedures and eliminate the need for additional copying. It does not change your responsibility to submit supporting documentation with your payment requests.

Enclosed are three original signed contract amendments for Lee County Contract #5989. **Please review and sign all three (3), keep one (1) for your records and return two (2).**

Thank you for your timely attention to this issue and please feel free to contact me if you have any questions.

Sincerely,



Contract Specialist



CONTRACT AMENDMENT

Submit (3) three originals

PROVIDER/DEVELOPER: City of Sanibel
Contract No.: 5989
Effective Date of Amendment: 3-23-12
Contract Term: 10/1/11 - 9/30/12

Amendment No.: 2
Page 1 of 1

Justification (Explain why amendment is needed):

To clarify the original intent and specific wording of the contract it is necessary to amend the contract to elucidate and simplify internal contract processing protocols.

A. Language Modification (reference appropriate contract article)

C. Contract Deliverables

1. Required Reports (checked boxes are applicable)

EXHIBIT 1- Payment Request - Due: Monthly by the 20th of the following month. All payments will be **reimbursement** for expenses/services rendered during the contract term and paid prior to final payment request due date as indicated in the Contract Closeout Section (Article III 2 D). ~~"Copies of supporting documentation must be attached to the Payment Request."~~ *Copies of supporting documentation is required as part of the Payment Request for review of grant compliance and before payment will be made by Human Services.*
Reimbursement for eligible expenses will be made after review and authorization of a correct and complete Exhibit 1 and all required back up documentation. Eligible expenses are defined as uncompensated expenses incurred during the term of the contract and paid prior to final payment request due date as indicated in the Contract Closeout Section (Article III 2 D).

B. Budget Amendment: (include revised detailed budget) - N/A - No change in budget

LEE COUNTY

Verified by: *Dette Pearson*
Title: Contract Specialist
Date: 3-30-12

Reviewed by: *Shanna Helber*
Title: Contract Manager
Date: 3-30-12

Approved by: *[Signature]*
Title: Director, Department Human Services
Date: 4-2-12

PROVIDER:

Authorized Official: _____
(signature)

Name typed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

If an attachment is included, add provider name, contract number and effective date of amendment on attachment.

Distribution of originals: 1) Provider 2) Department of Human Services 3) DHS Fiscal

APPROVED FINANCIAL SUFFICIENCY
[Signature]
Finance Director



CONTRACT AMENDMENT

Submit (3) three originals

PROVIDER/DEVELOPER: City of Sanibel
Contract No.: 5989
Effective Date of Amendment: 3-23-12
Contract Term: 10/1/11 - 9/30/12

Amendment No.: 2
Page 1 of 1

Justification (Explain why amendment is needed):

To clarify the original intent and specific wording of the contract it is necessary to amend the contract to elucidate and simplify internal contract processing protocols.

A. Language Modification (reference appropriate contract article)

C. Contract Deliverables

1. Required Reports (checked boxes are applicable)

EXHIBIT 1- Payment Request - Due: Monthly by the 20th of the following month. All payments will be **reimbursement** for expenses/services rendered during the contract term and paid prior to final payment request due date as indicated in the Contract Closeout Section (Article III 2 D). ~~"Copies of supporting documentation must be attached to the Payment Request."~~ *Copies of supporting documentation is required as part of the Payment Request for review of grant compliance and before payment will be made by Human Services.*
Reimbursement for eligible expenses will be made after review and authorization of a correct and complete Exhibit 1 and all required back up documentation. Eligible expenses are defined as uncompensated expenses incurred during the term of the contract and paid prior to final payment request due date as indicated in the Contract Closeout Section (Article III 2 D).

B. Budget Amendment: (include revised detailed budget) - N/A - No change in budget

LEE COUNTY

Verified by: Debbie Paxton
Title: Contract Specialist
Date: 3-30-12

Reviewed by: Norma Helber
Title: Contract Manager
Date: 3-30-12

Approved by: [Signature]
Title: Director, Department Human Services
Date: 4-2-12

PROVIDER:

Authorized Official: _____
(signature)

Name typed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

If an attachment is included, add provider name, contract number and effective date of amendment on attachment.

Distribution of originals: 1) Provider 2) Department of Human Services 3) DHS Fiscal

APPROVED FINANCIAL SUFFICIENCY
[Signature]
Sylvia A. Edwards, Finance Director



CONTRACT AMENDMENT

Submit (3) three originals

PROVIDER/DEVELOPER: City of Sanibel
Contract No.: 5989
Effective Date of Amendment: 3-23-12
Contract Term: 10/1/11 - 9/30/12

Amendment No.: 2
Page 1 of 1

Justification (Explain why amendment is needed):

To clarify the original intent and specific wording of the contract it is necessary to amend the contract to elucidate and simplify internal contract processing protocols.

A. Language Modification (reference appropriate contract article)

C. Contract Deliverables

1. Required Reports (checked boxes are applicable)

EXHIBIT 1- Payment Request - Due: Monthly by the 20th of the following month. All payments will be **reimbursement** for expenses/services rendered during the contract term and paid prior to final payment request due date as indicated in the Contract Closeout Section (Article III 2 D). ~~Copies of supporting documentation must be attached to the Payment Request.~~ *Copies of supporting documentation is required as part of the Payment Request for review of grant compliance and before payment will be made by Human Services.*
Reimbursement for eligible expenses will be made after review and authorization of a correct and complete Exhibit 1 and all required back up documentation. Eligible expenses are defined as uncompensated expenses incurred during the term of the contract and paid prior to final payment request due date as indicated in the Contract Closeout Section (Article III 2 D).

B. Budget Amendment: (include revised detailed budget) - N/A - No change in budget

LEE COUNTY

Verified by: *Debbie Taylor*
Title: Contract Specialist
Date: 3-30-12

Reviewed by: *Noreen Helker*
Title: Contract Manager
Date: 3-30-12

Approved by: *[Signature]*
Title: Director, Department Human Services
Date: 4-2-12

PROVIDER:

Authorized Official: _____
(signature)

Name typed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Kenneth B. Gf
CITY ATTORNEY

If an attachment is included, add provider name, contract number and effective date of amendment on attachment.

Distribution of originals: 1) Provider 2) Department of Human Services 3) DHS Fiscal

APPROVED FINANCIAL SUFFICIENCY
[Signature]
Sylvia A. Edwards, Finance Director

CITY OF SANIBEL

RESOLUTION NO. 12-041

A RESOLUTION OF THE SANIBEL CITY COUNCIL TO FIX A TIME, DATE AND PLACE FOR A PUBLIC HEARING TO DETERMINE THE PROPRIETY AND ADVISABILITY OF ESTABLISHING AND IMPLEMENTING THE NERITA STREET PAVING PROJECT ASSESSMENT DISTRICT, WHICH INCLUDES ALL LOTS AND LANDS WITHIN THE ASSESSMENT DISTRICT AS DESCRIBED IN THIS RESOLUTION WITHIN THE CITY OF SANIBEL, AS TO THE COST AND FUNDING THEREOF, THE MANNER OF PAYMENT THEREFOR, AND AS TO THE AMOUNT TO BE ASSESSED EACH PROPERTY SO IMPROVED, PURSUANT TO SECTIONS 170.07 AND 170.08, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sanibel adopted Resolution No. 12-035 in which the City of Sanibel expressed its intent to declare a special assessment to finance a public improvement as authorized by the Home Rule provision of the Florida Constitution, General Law and the Sanibel Charter for the purpose of establishing and implementing the Nerita Street Paving Project Assessment District, which includes all lots and lands within the assessment district as more particularly described on Exhibit "A", attached hereto and incorporated herein, within the City of Sanibel, pursuant to the provisions of Chapters 170.03, Florida Statutes; and

WHEREAS, pursuant to Chapter 170.07, Florida Statutes, a Resolution of the local governing board is required to be adopted fixing the time, date and place of a public hearing to determine the propriety and advisability of making such improvement, as to the cost and funding therefor, the manner of payment therefore, and as to the amount to be assessed against each property so improved;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sanibel, Florida;

SECTION 1. A public hearing to determine the propriety and advisability of establishing and implementing the Nerita Street Paving Project Assessment District, as to the cost and funding therefor, the manner of payment therefore, and as to the amount to be assessed against each property so improved, pursuant to Chapter 170.07, Florida Statutes, is hereby scheduled for 9:15 A.M., July 17, 2012, at MacKenzie Hall, Sanibel City Hall, 800 Dunlop Road, Sanibel, Florida.

SECTION 2. Effective date. This Resolution shall take effect immediately upon adoption.

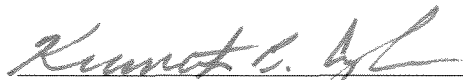
DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida, this 1st day of May, 2012.

AUTHENTICATION:

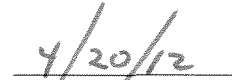
Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:



Kenneth B. Cuyler, City Attorney



Date

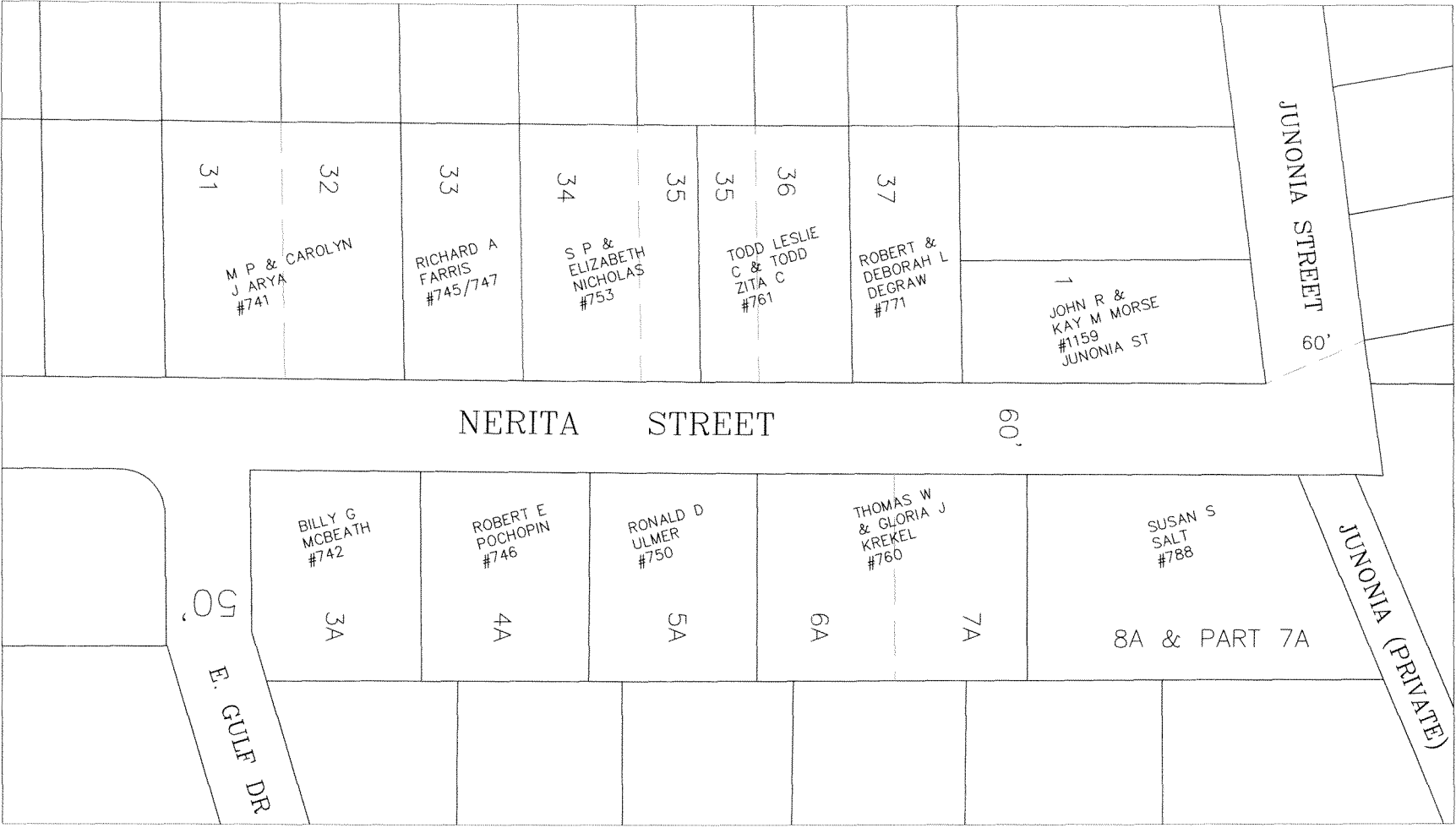
Vote of Council Members:

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____



EXHIBIT "A"



REVISION No.	REVISION	DATE	BY	CHK	APPD



City of Sanibel
 800 Dunlop Road
 Sanibel, FL 33957

NERITA STREET PAVING (ASSESSMENT DISTRICT MAP)		
DRAWN BY: SBK	APPROVED BY: GATES D. CASTLE, P.E.	CHECKED BY:
DATE: REVISED 4/18/12	SCALE: NTS PROJECT NO. Nerita paving assessment	SHEET NO. 1

RESOLUTION 12-044

APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-033 AND PROVIDING AN EFFECTIVE DATE

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Sanibel, Florida:

SECTION 1. The revised Transportation Fund for fiscal year 2011-2012, Budget Amendment/Transfer BA 2012-033 true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted.

SECTION 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida this 1st day of May 2012.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM: *Kenneth B. Cuyler* *4/24/12*
Kenneth B. Cuyler, City Attorney Date

Vote of Councilmembers:

- Ruane _____
- Denham _____
- Congress _____
- Harrity _____
- Jennings _____

Date filed with City Clerk: _____

RESOLUTION 12-045

APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-034 AND PROVIDING AN EFFECTIVE DATE

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Sanibel, Florida:

SECTION 1. The revised General Fund for fiscal year 2011-2012, Budget Amendment/Transfer BA 2012-034 true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted.

SECTION 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida this 1st day of May 2012.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:

Kenneth B. Cuyler
Kenneth B. Cuyler, City Attorney

4/24/12
Date

Vote of Councilmembers:

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

SUBGRANT AWARD CERTIFICATE

Subgrantee: City of Sanibel

Date of Award: 2/6/12

Grant Period: From: 02/01/2012 TO: 06/30/2012

Project Title: TELECOMMUNICATIONS EQUIPMENT UPGRADE

Grant Number: 2012-JAGD-LEE-1-C5-151

Federal Funds: \$ 1,000.00

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 1,000.00

State Purpose Area: E : Equipment Supplies - Purchase Equipment/Supplies

CFDA No.: 16.738

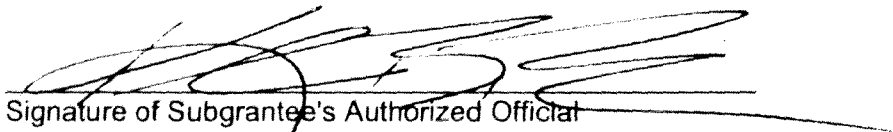
Award is hereby made in the amount and for the period shown above of a subgrant under Title I of the Omnibus Crime Control and Safe Streets Act of 1968, P.L. 90-351, as amended, and the Anti-Drug Abuse Act of 1988, P.L. 100-690, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the current edition of the Office of Justice Programs Financial Guide, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

CERTIFICATION OF ACCEPTANCE

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2012-JAGD-LEE-1-C5-151, in the amount of \$ 1,000.00, for a project entitled, TELECOMMUNICATIONS EQUIPMENT UPGRADE, for the period of 02/01/2012 through 06/30/2012, in accordance with the Budget and Budget Narrative contained in the subgrant application, and subject to the Florida Department of Law Enforcement Conditions of Agreement and any special conditions governing this subgrant.



Signature of Subgrantee's Authorized Official

KEVIN RUANE, MAYOR, CITY OF SANIBEL
Typed Name and Title of Official

2/16/14
Date of Acceptance

CITY OF SANIBEL
Name of Subgrantee

RESOLUTION 12-047

APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-031 AND PROVIDING AN EFFECTIVE DATE

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Sanibel, Florida:

SECTION 1. The revised Various Funds for fiscal year 2011-2012, Budget Amendment/Transfer BA 2012-031 true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted.

SECTION 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida this 1st day of May 2012.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:

Kenneth B. Cuyler
Kenneth B. Cuyler, City Attorney

4/24/12
Date

Vote of Councilmembers:

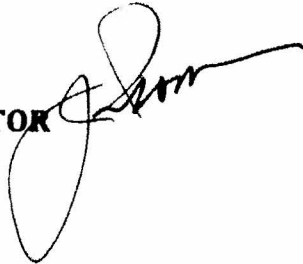
Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____



MEMORANDUM

TO: SYLVIA EDWARDS, FINANCE DIRECTOR

FROM: JIM ISOM, ADMINISTRATIVE SERVICES DIRECTOR 

DATE: APRIL 19, 2012

SUBJECT: BUDGET AMENDMENT-RESERVE FOR INSURANCE
DEDUCTIBLES

Attached is a City of Sanibel Police Report detailing an automobile accident involving a City vehicle. The City employee was considered at fault for the accident.

The City's insurance deductible is \$50,000 for a claim of this nature, therefore, it is requested that a budget amendment be prepared for the May 1, 2012 agenda.

The owner of the damaged vehicle has provided two estimates (attached) to repair the damage to the vehicle. The lowest estimate is \$2,451.23. Request a budget amendment in the amount of \$2,451.23 be prepared for payment from the City's Reserves for Insurance Deductibles.

RESOLUTION 12-048

**APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-032 AND
PROVIDING AN EFFECTIVE DATE**

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Sanibel, Florida:

SECTION 1. The revised Sewer Fund for fiscal year 2011-2012, Budget Amendment/Transfer BA 2012-032 true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted.

SECTION 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida this 1st day of May 2012.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:

Kenneth B. Cuyler

Kenneth B. Cuyler, City Attorney

4/24/12

Date

Vote of Councilmembers:

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

CITY OF SANIBEL
BUDGET AMENDMENT/TRANSFER

FUND: SEWER FUND
DEPT: Utilities

Table with columns: FUND, ORG, OBJECT, DESCRIPTION, Project Number, Amount Prior To Change, Incr/(Decr) REVENUE, Incr/(Decr) EXPENSE, Amount After Change. Includes rows for SEWER FUND, Repair and maintenance, and Ending fund balance.

TOTAL: - -

PURPOSE: To transfer \$2,452 from ending fund balance to pay for damage to a vehicle on April 9, 2012. This amendment does not increase or decrease the FY12 budget.

Prepared by: F. Slane Date: 5/1/2012 Approved by: Date: Input by: GROUP #: Date:

BERNIE'S BODY SHOP
 1829 E GARY RD, LAKELAND, FL 33801
 Phone: (863) 683-2954
 FAX: (863) 683-2835

Workfile ID: 8ec89e5a
 Federal ID: 202392506
 License Number: MV-54767

Preliminary Estimate

Customer: DEMCO SPECIALTIES

Written By: JOSH NOEL

Insured: DEMCO SPECIALTIES Policy #: Claim #:
 Type of Loss: Date of Loss: Days to Repair: 0
 Point of Impact:

Owner: DEMCO SPECIALTIES Inspection Location: BERNIE'S BODY SHOP Insurance Company:
 1829 E GARY RD
 LAKELAND, FL 33801
 Repair Facility
 (863) 683-2954 Business

VEHICLE

Year: 2011 Body Style: 4D LONG VIN: 1FT8W3BT0BEC80115 Mileage In:
 Make: FORD Engine: 8-6.7L-TD License: Mileage Out:
 Model: F350 4X4 CREW XL Production Date: State: Vehicle Out:
 Color: Int: Condition: Job #:

4 Wheel Disc Brakes	Dual Mirrors	Passenger Air Bag	Styled Steel Wheels
4 Wheel Drive	FM Radio	Power Brakes	Telescopic Wheel
Air Conditioning	Front Side Impact Air Bags	Power Steering	Tilt Wheel
AM Radio	Head/Curtain Air Bags	Rear Step Bumper	Tinted Glass
Anti-Lock Brakes (4)	Intermittent Wipers	Search/Seek	Traction Control
Automatic Transmission	Message Center	Stability Control	Traffering Package
Clear Coat Paint	Overdrive	Steering Wheel Controls	
Driver Air Bag	Overhead Console	Stereo	

Preliminary Estimate

Customer: DEMCO SPECIALTIES

Vehicle: 2011 FORD F350 4X4 CREW XL 4D LONG 8-6.7L-TD

Line	Operation	Description	Qty	Extended Price \$	Labor	Paint
1		PICK UP BOX				
2	Repl	RT Side panel w/single wheel	1	829.77	14.0	3.5
3		Add for Clear Coat				1.4
4	Repl	RT Decal "4X4" adobe	1	40.17	0.4	
5	Blnd	Front panel				1.0
6	Blnd	Rear sill				0.5
7	R&I	R&I box assy			2.5	
8	Repl	RT Upper molding adobe	1	123.15	0.6	
9	Repl	RT Stone guard w/o dual rear wheels	1	27.18	0.1	
10		REAR BUMPER				
11	R&I	R&I bumper assy			1.1	
12 #	Repl	Panel bond	1	28.00		
13 #	Repl	Corrosion protection	1		0.2	
14 #	Repl	Car cover	1			0.2
SUBTOTALS				1,048.27	18.9	6.6

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,048.27
Body Labor	18.9 hrs @	\$ 42.00 /hr	793.80
Paint Labor	6.6 hrs @	\$ 42.00 /hr	277.20
Paint Supplies	6.6 hrs @	\$ 26.00 /hr	171.60
Subtotal			2,290.87
Sales Tax	Tier 1	\$ 2,290.87 @ 7.0000 %	160.36
Grand Total			2,451.23
INSURANCE PAY			2,451.23

STEWART AUTO REPAIR INC

Workfile ID:

ad8d0b09

1990 42ND ST NW, WINTER HAVEN, FL 33881

Phone: (863) 965-2030

FAX: (863) 965-0075

Estimate

RO Number:

Customer:
DEMCO SPECIALTIES

Insurance:

Adjuster:

Estimator: Jenna Werner

Phone:

Create Date: 4/18/2012

Claim:

Loss Date:

Deductible:

Year: 2011	Style: 4D LONG	VIN: 1FT8W3BT0BEC80115	Mileage In:
Make: FORD	Color:		Mileage Out:
Model: F350 4X4 CREW XL	License:	Job Number:	Vehicle Out:

Line	Ver	Operation	Description	Qty	Extended Price \$	Type	Labor Type	Paint
1	E01		COURTESY ESTIMATE					
2	E01		PICK UP BOX					
3	E01	Repair	Rear SW				1.0T Body	1.0T
4	E01		Add for Clear Coat					0.2T
5	E01	Repair	Front panel				1.0T Body	2.0T
6	E01		Add for Clear Coat					0.8T
7	E01	Remove/Replace	RT Side panel w/single wheel	1	829.77T	OEM	14.0T Body	3.5T
8	E01		Overlap Major Adj. Panel					(0.4)T
9	E01		Add for Clear Coat					0.6T
10	E01	Remove/Install	R&I box assy				2.5T Body	
11	E01	Remove/Install	R&I tailgate assy				0.0T Body	
12	E01	Remove/Replace	RT Stone guard w/o dual rear wheels	1	27.18T	OEM	0.1T Body	
13	E01	Remove/Replace	RT Upper molding adobe	1	123.15T	OEM	0.6T Body	
14	E01	Remove/Replace	RT Decal "4X4" adobe	1	40.17T	OEM	0.4T Body	
15	E01		REAR BUMPER					
16	E01	Remove/Install	R&I bumper assy				1.1T Body	
17	E01	Remove/Replace	PANEL BOND ADHESIVE	1	48.00T	Other		
18	E01	Remove/Replace	RIVETS	1	20.00T	Other		
19	E01	Remove/Replace	FOAM	1	12.00T	Other		
20	E01		CAR COVER	1	10.00T	Other	0.2T Body	
21	E01		HAZARDOUS WASTE	1	3.00T	Other		
22	E01		DENIB					1.2T

Estimate Totals	Discount \$	Markup \$	Rate \$	Total Hours	Total \$
Parts					1,113.27
Labor, Body			42.00	20.9	877.80
Labor, Refinish			42.00	8.9	373.80
Material, Paint					231.40

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, POR = Paintless Dent Repair, A/M = Aftermarket, Rchr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

4/18/2012 10:57:51 AM

Page:

T.O.D

FAX LASERJET HP

04/18/12 10:47PM

Estimate

RO Number:

Vehicle: 2011 FORD F350 4X4 CREW XL 4D LONG 8-6.7L-TD

Subtotal	2,596.27
Bottomline Discount	0.00
Sales Tax	181.74
Grand Total	2,778.01
Net Total	2,778.01

Estimate Version	Total \$
Original	2,778.01

Insurance Total \$:	0.00
Received from Insurance \$:	0.00
Balance due from Insurance \$:	0.00
Customer Total \$:	2,778.01
Received from Customer \$:	0.00
Balance due from Customer \$:	2,778.01

T = Tricable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Re-cor = Re-cored, LRQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

4/18/2012 10:57:51 AM

Page 2

FLORIDA TRAFFIC CRASH REPORT

LONG FORM SHORT FORM UPDATE
(Shaded Areas)

TOTAL # OF VEHICLE SECTION(S) 2

MAIL TO: DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES
 TRAFFIC CRASH RECORDS, NEIL KIRKMAN BUILDING
 TALLAHASSEE, FL 32399-0537

TOTAL # OF PERSON SECTION(S) 2

TOTAL # OF NARRATIVE SECTION(S) 1

CRASH DATE 04/09/2012	TIME OF CRASH 12:13 PM	DATE OF REPORT 04/09/2012	REPORTING AGENCY CASE NUMBER 2012003502	HSMV CRASH REPORT NUMBER 71293893
--------------------------	---------------------------	------------------------------	--	--------------------------------------

CRASH IDENTIFIERS							
COUNTY CODE 18	CITY CODE 50	COUNTY OF CRASH LEE	PLACE OR CITY OF CRASH SANIBEL	CHECK IF WITHIN CITY LIMITS <input checked="" type="checkbox"/>	TIME REPORTED 12:13 PM	TIME DISPATCHED 12:15 PM	
TIME ON SCENE 12:37 PM	TIME CLEARED SCENE 1:04 PM	CHECK IF COMPLETED <input checked="" type="checkbox"/>	REASON (If Investigation NOT Complete)			Notified By: 1 Motorist <input type="checkbox"/>	2 Law Enforcement <input type="checkbox"/>

ROADWAY INFORMATION (CHOOSE ONLY 1 OF 4 OPTIONS)			
CRASH OCCURRED ON STREET, ROAD, HIGHWAY DONAX STREET			
AT STREET ADDRESS # <u>1</u> 930		AT LATITUDE AND LONGITUDE <u>2</u>	
FEET 300.00	MILES	N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W <input type="checkbox"/>	AT / FROM INTERSECTION WITH STREET, ROAD, HIGHWAY <u>3</u> DONAX STREET
OR FROM MILEPOST # <u>4</u>			
Road System Identifier <input type="checkbox"/> 1 Interstate <input type="checkbox"/> 2 U.S. <input type="checkbox"/> 3 State <input type="checkbox"/> 4 County <input type="checkbox"/> 5 Local <input type="checkbox"/> 6 Turnpike/Toll <input type="checkbox"/> 7 Forest Road <input type="checkbox"/> 8 Private Roadway <input type="checkbox"/> 9 Parking Lot <input type="checkbox"/> 77 Other, Explain in Narrative	Type of Shoulder <input type="checkbox"/> 1 Paved <input type="checkbox"/> 2 Unpaved <input type="checkbox"/> 3 Curb <input type="checkbox"/> 2	Type of Intersection <input type="checkbox"/> 1 Not at Intersection <input type="checkbox"/> 2 Four-Way Intersection <input type="checkbox"/> 3 T-Intersection <input type="checkbox"/> 4 Y-Intersection <input type="checkbox"/> 1 <input type="checkbox"/> 5 Traffic Circle <input type="checkbox"/> 6 Roundabout <input type="checkbox"/> 7 Five-Point, or More <input type="checkbox"/> 77 Other, Explain in Narrative	

CRASH INFORMATION (CHECK IF PICTURES TAKEN) <input checked="" type="checkbox"/>				
Light Condition <input type="checkbox"/> 1 Daylight <input type="checkbox"/> 2 Dusk <input type="checkbox"/> 3 Dawn <input type="checkbox"/> 4 Dark-Lighted <input type="checkbox"/> 5 Dark-Not Lighted <input type="checkbox"/> 6 Dark-Unknown Lighting <input type="checkbox"/> 77 Other, Explain in Narrative <input type="checkbox"/> 88 Unknown <input type="checkbox"/> 1	Weather Condition <input type="checkbox"/> 1 Clear <input type="checkbox"/> 2 Cloudy <input type="checkbox"/> 3 Rain <input type="checkbox"/> 4 Fog, Smog, Smoke <input type="checkbox"/> 5 Sleet/Hail/Freezing Rain <input type="checkbox"/> 6 Blowing Sand, Soil, Dirt <input type="checkbox"/> 7 Severe Crosswinds <input type="checkbox"/> 77 Other, Explain in Narrative <input type="checkbox"/> 1	Roadway Surface Condition <input type="checkbox"/> 1 Dry <input type="checkbox"/> 2 Wet <input type="checkbox"/> 4 Ice/Frost <input type="checkbox"/> 5 Oil <input type="checkbox"/> 6 Mud, Dirt, Gravel <input type="checkbox"/> 7 Sand <input type="checkbox"/> 8 Water (standing/moving) <input type="checkbox"/> 77 Other, Explain in Narrative <input type="checkbox"/> 88 Unknown <input type="checkbox"/> 1	School Bus Related <input type="checkbox"/> 1 No <input type="checkbox"/> 2 Yes, School Bus Directly Involved <input type="checkbox"/> 3 Yes, School Bus Indirectly Involved <input type="checkbox"/> 1	Manner of Collision/Impact <input type="checkbox"/> 1 Front to Rear <input type="checkbox"/> 2 Front to Front <input type="checkbox"/> 3 Angle <input type="checkbox"/> 6 <input type="checkbox"/> 4 Sideswipe, Same Direction <input type="checkbox"/> 5 Sideswipe, Opposite Direction <input type="checkbox"/> 6 Rear to Side <input type="checkbox"/> 7 Rear to Rear <input type="checkbox"/> 77 Other, Explain in Narrative <input type="checkbox"/> 88 Unknown

First Harmful Event <input type="checkbox"/> 14	Non-Collision <input type="checkbox"/> 1 Overturn/Rollover <input type="checkbox"/> 2 Fire/Explosion <input type="checkbox"/> 3 Immersion <input type="checkbox"/> 4 Jackknife <input type="checkbox"/> 5 Cargo/Equipment Loss or Shift <input type="checkbox"/> 6 Fell/Jumped From Motor Vehicle <input type="checkbox"/> 7 Thrown or Falling Object <input type="checkbox"/> 8 Ran into Water/Canal <input type="checkbox"/> 9 Other Non-Collision	Collision Non-Fixed Object <input type="checkbox"/> 10 Pedestrian <input type="checkbox"/> 11 Pedalcycle <input type="checkbox"/> 12 Railway Vehicle (train, engine) <input type="checkbox"/> 13 Animal <input type="checkbox"/> 14 Motor Vehicle in Transport <input type="checkbox"/> 15 Parked Motor Vehicle <input type="checkbox"/> 16 Work Zone/Maintenance Equipment <input type="checkbox"/> 17 Struck By Falling, Shifting Cargo <input type="checkbox"/> 18 Other Non-Fixed Object	Collision with Fixed Object <input type="checkbox"/> 19 Impact Attenuator/Crash Cushion <input type="checkbox"/> 20 Bridge Overhead Structure <input type="checkbox"/> 21 Bridge Pier or Support <input type="checkbox"/> 22 Bridge Rail <input type="checkbox"/> 23 Culvert <input type="checkbox"/> 24 Curb <input type="checkbox"/> 25 Ditch <input type="checkbox"/> 26 Embankment <input type="checkbox"/> 27 Guardrail Face <input type="checkbox"/> 28 Guardrail End <input type="checkbox"/> 29 Cable Barrier <input type="checkbox"/> 30 Concrete Traffic Barrier <input type="checkbox"/> 31 Other Traffic Barrier <input type="checkbox"/> 32 Tree (standing) <input type="checkbox"/> 33 Utility Pole/Light Support <input type="checkbox"/> 34 Traffic Sign Support <input type="checkbox"/> 35 Traffic Signal Support <input type="checkbox"/> 36 Other Post, Pole or Support <input type="checkbox"/> 37 Fence <input type="checkbox"/> 38 Mailbox <input type="checkbox"/> 39 Other Fixed Object (wall, building, tunnel, etc.)	First Harmful Event Location <input type="checkbox"/> 8 <input type="checkbox"/> 1 On Roadway <input type="checkbox"/> 2 Off Roadway <input type="checkbox"/> 3 Shoulder <input type="checkbox"/> 4 Median <input type="checkbox"/> 6 Gore <input type="checkbox"/> 7 Separator <input type="checkbox"/> 8 In Parking Lane or Zone <input type="checkbox"/> 9 Outside Right-of-way <input type="checkbox"/> 10 Roadside <input type="checkbox"/> 88 Unknown
---	--	--	---	---

First Harmful Event Relation to Junction <input type="checkbox"/> 1 <input type="checkbox"/> 1 Non-Junction <input type="checkbox"/> 2 Intersection <input type="checkbox"/> 3 Intersection-Related <input type="checkbox"/> 4 Driveway/Alley Access Related	Contributing Circumstances: Road <input type="checkbox"/> 1 <input type="checkbox"/> 1 None <input type="checkbox"/> 4 Work Zone (construction/maintenance/utility) <input type="checkbox"/> 6 Shoulders (none, low, soft, high) <input type="checkbox"/> 7 Rut, Holes, Bumps <input type="checkbox"/> 9 Worn, Travel-Polished Surface <input type="checkbox"/> 10 Road Surface Condition (wet, icy, snow, slush, etc.) <input type="checkbox"/> 11 Obstruction in Roadway <input type="checkbox"/> 12 Debris <input type="checkbox"/> 13 Traffic Control Device Inoperative, Missing or Obscured <input type="checkbox"/> 14 Non-Highway Work <input type="checkbox"/> 77 Other, Explain in Narrative <input type="checkbox"/> 88 Unknown	Contributing Circumstances: Environment <input type="checkbox"/> 1 <input type="checkbox"/> 1 None <input type="checkbox"/> 2 Weather Conditions <input type="checkbox"/> 3 Physical Obstruction(s) <input type="checkbox"/> 4 Glare <input type="checkbox"/> 5 Animal(s) in Roadway <input type="checkbox"/> 77 Other, Explain in Narrative <input type="checkbox"/> 88 Unknown
--	--	---

Work Zone Related <input type="checkbox"/> 1 <input type="checkbox"/> 1 No <input type="checkbox"/> 2 Yes <input type="checkbox"/> 88 Unknown	Crash in Work Zone <input type="checkbox"/> 1 Before the First Work Zone Warning Sign <input type="checkbox"/> 2 Advance Warning Area <input type="checkbox"/> 3 Transition Area <input type="checkbox"/> 4 Activity Area <input type="checkbox"/> 5 Termination Area	Type of Work Zone <input type="checkbox"/> 1 Lane Closure <input type="checkbox"/> 2 Lane Shift/Crossover <input type="checkbox"/> 3 Work on Shoulder or Median <input type="checkbox"/> 4 Intermittent or Moving Work <input type="checkbox"/> 77 Other, Explain in Narrative	Workers in Work Zone <input type="checkbox"/> 1 No <input type="checkbox"/> 2 Yes <input type="checkbox"/> 88 Unknown	Law Enforcement in Work Zone <input type="checkbox"/> 1 No <input type="checkbox"/> 2 Officer Present <input type="checkbox"/> 3 Law Enforcement Vehicle Only Present
--	---	--	---	---

WITNESSES			
NAME	ADDRESS	CITY & STATE	ZIP CODE
NAME	ADDRESS	CITY & STATE	ZIP CODE
NAME	ADDRESS	CITY & STATE	ZIP CODE

NON VEHICLE PROPERTY DAMAGE							
VEHICLE #	PERSON #	PROPERTY DAMAGE - OTHER THAN VEHICLE	EST. AMOUNT	OWNER'S NAME <input type="checkbox"/> (Check if Business)	ADDRESS	CITY & STATE	ZIP CODE
VEHICLE #	PERSON #	PROPERTY DAMAGE - OTHER THAN VEHICLE	EST. AMOUNT	OWNER'S NAME <input type="checkbox"/> (Check if Business)	ADDRESS	CITY & STATE	ZIP CODE

NARRATIVE

REPORTING AGENCY CASE NUMBER

2012003502

HSMV CRASH REPORT NUMBER

71293893

V2 WAS DRIVING FROM WEST TO EAST THROUGH THE TRAVEL LANE IN THE PARKING LOT .
 V1 WAS PARKED FACING SOUTH IN A PROPER PARKING SPACE.
 AS V2 PASSED BY THE REAR OF V1, V1 BACKED OUT OF IT'S PARKING SPACE.
 THIS CAUSED THE RIGHT REAR OF V1 TO CRASH INTO THE RIGHT REAR OF V2.

ADDITIONAL PASSENGERS

PERSON #	VEHICLE #	NAME	DATE OF BIRTH	INJ	SEX	LOC: S	R	O	EJECT	HU	EP	ABD	RS
3	2	KILEY STRANGE	09/10/1971	1	1	88	88	1	1	3	3	2	3

CURRENT ADDRESS (Number and Street)			CITY & STATE			ZIP CODE		
428 EMERALD COVE LOOP			LAKELAND			FL 33813		

SOURCE OF TRANSPORT TO MEDICAL FACILITY	EMS AGENCY NAME OR ID	EMS RUN NUMBER	MEDICAL FACILITY TRANSPORTED TO
1 Not Transported 2 EMS 3 Law Enforcement 77 Other, Explain in Narrative 88 Unknown	<input type="checkbox"/> 1		

PERSON #	VEHICLE #	NAME	DATE OF BIRTH	INJ	SEX	LOC: S	R	O	EJECT	HU	EP	ABD	RS

CURRENT ADDRESS (Number and Street)			CITY & STATE			ZIP CODE		

SOURCE OF TRANSPORT TO MEDICAL FACILITY	EMS AGENCY NAME OR ID	EMS RUN NUMBER	MEDICAL FACILITY TRANSPORTED TO
1 Not Transported 2 EMS 3 Law Enforcement 77 Other, Explain in Narrative 88 Unknown	<input type="checkbox"/>		

ADDITIONAL VIOLATIONS

PERSON #	NAME OF VIOLATOR	FL STATUTE NUMBER	CHARGE	CITATION NUMBER

REPORTING OFFICER

ID/BADGE NUMBER	RANK & NAME	DEPARTMENT	FHP	SO	PD	OTHER
1073	OFFICER JAKUBOWSKI	SANIBEL	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

DIAGRAM

REPORTING AGENCY CASE NUMBER
2012003502

HSMV CRASH REPORT NUMBER
71293893



NOT TO SCALE

930 DONAX STREET PARKING LOT
P.O.I.



VEHICLE # 1		Check if Commercial <input type="checkbox"/>		REPORTING AGENCY CASE NUMBER 2012003502		HSMV CRASH REPORT NUMBER 71293893			
1 Vehicle in Transport 2 Parked Motor Vehicle 3 Working Vehicle		VEHICLE LICENSE NUMBER CITY081639		STATE FL		REGISTRATION EXPIRES UK			
Check if Permanent Registration <input type="checkbox"/>		VIN 1FTNF20545EC87462		Check if Permanent Registration <input type="checkbox"/>					
Hit and Run 1 No 2 Yes 88 Unknown		YEAR 2005		MAKE FORD		MODEL F250			
STYLE PK		COLOR WHI		DAMAGE: 1 Disabling 2 Functional 3 None		4 Minor 88 Unknown			
EST. AMOUNT 1000		INSURANCE COMPANY FLORIDA MUNICIPAL TRUST		INSURANCE POLICY NUMBER 0531		VEHICLE REMOVED BY MATTHEW PALFI			
1. Rotation 2. Owner Request 3. Driver 4. Other, Explain in Narrative						3			
NAME OF VEHICLE OWNER (Check if Business)		CURRENT ADDRESS		CITY & STATE		ZIP CODE			
CITY OF SANIBEL		800 DUNLOP ROAD		SANIBEL FL		33957			
Trailer # 1		LICENSE NUMBER		STATE		REGISTRATION EXPIRES			
Check if Permanent Registration <input type="checkbox"/>		VIN		YEAR		MAKE			
Trailer # 2		LICENSE NUMBER		STATE		REGISTRATION EXPIRES			
Check if Permanent Registration <input type="checkbox"/>		VIN		YEAR		MAKE			
VEHICLE TRAVELING <input checked="" type="checkbox"/>		N <input type="checkbox"/>		S <input type="checkbox"/>		E <input type="checkbox"/>			
W <input type="checkbox"/>		Off-Road <input type="checkbox"/>		Unknown <input type="checkbox"/>		ON STREET, ROAD, HIGHWAY			
930 DONAX STREET		AT EST. SPEED 5		POSTED SPEED		TOTAL LANES			
HAZ. MAT. RELEASED 1 No 2 Yes 88 Unknown		HAZ. MAT. PLACARD 1 No 2 Yes 88 Unknown		HAZ. MAT. NUMBER		HAZ. MAT. CLASS			
MOTOR CARRIER NAME		US DOT NUMBER		MOTOR CARRIER ADDRESS		CITY & STATE			
						ZIP CODE			
						PHONE NUMBER			
Vehicle Body Type 3		Trafficway 1		Commercial Motor Vehicle Configuration		Emergency Vehicle Use 1			
1 Passenger Car 2 Passenger Van 3 Pickup 7 Motor Home 8 Bus 11 Motorcycle 12 Moped 13 All Terrain Vehicle (ATV)		15 Low Speed Vehicle 16 (Sport) Utility Vehicle 17 Cargo Van (10,000 lbs (4,536 kg) or less) 18 Motor Coach 19 Other Light Trucks (10,000 lbs (4,536 kg) or less) 20 Medium/Heavy Trucks (more than 10,000 lbs (4,536 kg)) 21 Farm Labor Vehicle 77 Other, Explain in Narrative 88 Unknown		1 Two-Way, Not Divided 2 Two-Way, Not Divided, with a Continuous Left Turn Lane 3 Two-Way, Divided, Unprotected (painted >4 feet) Median 4 Two-Way, Divided, Positive Median Barrier 5 One-Way Trafficway 88 Unknown		1 Vehicle 10,000 lbs or less Placarded for Hazardous Materials 2 Single-Unit Truck (2-axle and GVWR more than 10,000 lbs (4,536 kg)) 3 Single-Unit Truck (3 or more axles) 4 Truck Pulling Trailer(s) 5 Truck Tractor (bobtail) 6 Truck Tractor/Semi-Trailer 7 Truck Tractor/Double Truck		8 Tractor/Triple 9 Truck more than 10,000 lbs (4,536 kg), Cannot Classify 10 Bus/Large Van (seats for 9-15 occupants, including driver) 11 Bus (seats for more than 15 occupants, including driver) 77 Other, Explain in Narrative 88 Unknown	
Comm/Non-Commercial 1 Interstate Carrier 2 Intrastate Carrier 3 Not in Commerce/Government 4 Not in Commerce/Other Truck		Trailer Type 1 Single Semi Trailer 2 Tandem Semi Trailer 3 Tank Trailer 4 Saddle Mount/Trailer 5 Boat Trailer 6 Utility Trailer 7 House Trailer		Trailer GVWR/GCWR 1 10,000 lbs (4,536 kg) or less 2 10,001-26,000 lbs (4,536-11,793 kg) 3 More than 26,000 lbs (11,793 kg) 4 Not Applicable		Cargo Body Type 1 No Cargo 2 Bus 3 Van/Enclosed Box 4 Hopper 5 Pole-Trailer 6 Cargo Tank 7 Flatbed 8 Dump 9 Concrete Mixer 10 Auto Transport 11 Garbage/Refuse 12 Log		13 Intermodal Container Chassis 14 Vehicle Towing Another Vehicle 15 Not Applicable (Vehicle 10,000 lbs (4,536kg) or less not displaying HM placard) 77 Other, Explain in Narrative 88 Unknown	
Most Harmful Event 14		Non-Collision 1 Overturn/Rollover 2 Fire/Explosion 3 Immersion 4 Jackknife 5 Cargo/Equipment Loss or Shift 6 Fell/Jumped From Motor Vehicle 7 Thrown or Falling Object 8 Ran into Water/ Canal 9 Other Non-Collision		Collision with Non-Fixed Object 10 Pedestrian 11 Pedalcycle 12 Railway Vehicle (train, engine) 13 Animal 14 Motor Vehicle in Transport 15 Parked Motor Vehicle 16 Work Zone/Maintenance Equipment 17 Struck By Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle 18 Other Non-Fixed Object		Collision Fixed Object 19 Impact Attenuator/Crash Cushion 20 Bridge Overhead Structure 21 Bridge Pier or Support 22 Bridge Rail 23 Culvert 24 Curb 25 Ditch 26 Embankment 27 Guardrail Face 28 Guardrail End		Emergency Vehicle Use 1 No 2 Yes 88 Unknown	
Sequence of Events 1st 14 2nd 3rd 4th		Vehicle Maneuver Action 1 Straight Ahead 3 Turning Left 4 Backing 5 Turning Right 6 Changing Lanes 8 Parked 10 Making U-Turn 11 Overtaking/Passing 13 Stopped in Traffic 14 Slowing 15 Negotiating a Curve 16 Leaving Traffic Lane 17 Entering Traffic Lane 77 Other, Explain in Narrative 88 Unknown		Traffic Control Device For This Vehicle 1 1 No Controls 4 School Zone Sign/Device 5 Traffic Control Signal 6 Stop Sign 7 Yield Sign		Vehicle Defects 1 8 Flashing Signal 9 Railway Crossing Device 10 Person (including Flagman, Officer, Guard, etc.) 13 Warning Sign 77 Other, Explain in Narrative 88 Unknown		12 Suspension 13 Wheels 14 Windows/Windshield 15 Mirrors 16 Truck Coupling/Trailer Hitch/Safety Chains 77 Other, Explain in Narrative 88 Unknown	
Roadway Grade 1 Level 2 Hillcrest 3 Uphill 4 Downhill 5 Sag (bottom)		Roadway Alignment 1 Straight 2 Curve Right 3 Curve Left		Special Function of Motor Vehicle 1 No Special Function 2 Farm Vehicle 3 Police 7 Taxi 8 Military 9 Ambulance 10 Fire Truck 11 Farm Labor Transport 12 School Bus 13 Transit/Commuter Bus 14 Intercity Bus 15 Charter/Tour Bus 16 Shuttle Bus 17 Farm Labor Bus 88 Unknown		VIOLATIONS			
PERSON #		NAME OF VIOLATOR		FL STATUTE NUMBER		CHARGE		CITATION NUMBER	

PERSON # 1	REPORTING AGENCY CASE NUMBER 2012003502	HSMV CRASH REPORT NUMBER 71293893
-------------------	--	--------------------------------------

1 Driver 2 Non-Motorist 3 Passenger	VEHICLE # 1	NAME MATTHEW PALFI	PHONE NUMBER (217)304-1198	Check if Recommended Driver Re-exam <input type="checkbox"/>
---	----------------	-----------------------	-------------------------------	--

CURRENT ADDRESS (Number and Street) 15676 IONA LAKES DRIVE	CITY & STATE FORT MYERS FL	ZIP CODE 33908
---	-------------------------------	-------------------

DATE OF BIRTH 08/02/1984	SEX 1 Male 2 Female 88 Unknown	DRIVER LICENSE NUMBER P410559842820	STATE FL	EXPIRES 08/02/2013	INJURY SEVERITY (INJ) 1 None 2 Possible 3 Non-Incapacitating 4 Incapacitating 5 Fatal (within 30 days) 6 Non-Traffic Fatality
-----------------------------	---	--	-------------	-----------------------	---

DRIVER			
DL Type 5	Required Endorsements 2	Driver's Actions at Time of Crash 1st: 4 2nd: 3rd: 4th: 31 Operated MV in Erratic, Reckless or Aggressive Manner	Condition At Time of Crash 1
Driver Distracted By 7		Driver Vision Obstructions 1	

DRIVER OR PASSENGER			
Motor Vehicle Seating Position: Seat: 1 Left, 2 Middle, 3 Right, 77 Other, 88 Unknown Row: 1 Front, 2 Second, 3 Third, 4 Fourth, 77 Other Row, 88 Unknown Other: 1 Not Applicable, 2 Sleeper Section of Truck Cab, 3 Other Enclosed Cargo Area, 4 Unenclosed Cargo Area, 5 Trailing Unit, 6 Riding on Motor Vehicle Exterior, 88 Unknown	LOCATION: SEAT ROW OTHER (LOC) 1 1 1	Helmet Use (HU) 1 DOT-Compliant Motorcycle Helmet 2 Other Helmet 3 No Helmet	Eye Protection (EP) 3 3 Not Applicable
Air Bag Deployed (ABD) 2		Restraint Systems (RS) 3 1 Not Applicable, 2 None Used - Motor Vehicle Occupant, 3 Shoulder and Lap Belt Used, 4 Shoulder Belt Only Used, 5 Lap Belt Only Used, 6 Restraint Used - Type Unknown, 7 Child Restraint System - Forward Facing, 8 Child Restraint System - Rear Facing, 9 Booster Seat, 10 Child Restraint Type Unknown, 77 Other, Explain in Narrative	

NON-MOTORIST			
Non-Motorist Description 1 Pedestrian, 2 Other Pedestrian, 3 Bicyclist, 4 Other Cyclist, 5 Occupant of Motor Vehicle Not in Transport, 6 Occupant of a Non-Motor Vehicle Transportation Device, 7 Unknown Type of Non-Motorist	Non-Motorist Location At Time of Crash 1 Intersection - Marked Crosswalk, 2 Intersection - Unmarked Crosswalk, 3 Intersection - Other, 4 Midblock - Marked Crosswalk, 5 Travel Lane - Other Location, 6 Bicycle Lane, 7 Shoulder/Roadside, 8 Sidewalk, 9 Median/Crossing Island, 10 Driveway Access, 11 Shared-Use Path or Trail, 12 Non-Trafficway Area, 77 Other, Explain in Narrative, 88 Unknown	Action Prior to Crash 1 Crossing Roadway, 2 Waiting to Cross Roadway, 3 Walking/Cycling Along Roadway with Traffic, 4 Walking/Cycling Along Roadway Against Traffic, 5 Walking/Cycling on Sidewalk, 6 In Roadway - Other, 7 Adjacent to Roadway, 8 Going to or from School, 9 Working in Trafficway, 10 None, 77 Other, Explain in Narrative, 88 Unknown	
Safety Equipment 1 None, 2 Helmet, 3 Protective Pads Used, 4 Reflective Clothing, 5 Lighting, 6 Not Applicable, 77 Other, Explain in Narrative, 88 Unknown		Non-Motorist Actions/Circumstances 1 No Improper Action, 2 Dart/Dash, 3 Failure to Yield Right-of-Way, 4 Failure to Obey Traffic Signs, Signals, or Officer, 5 In Roadway Improperly, 6 Disabled Vehicle Related, 7 Entering/Exiting Parked/Standing Vehicle, 8 Inattentive, 9 Not Visible, 10 Improper Turn/Merge, 11 Improper Passing, 12 Wrong-Way Riding or Walking, 77 Other, Explain in Narrative, 88 Unknown	

ALCOHOL/DRUG/EMS								
SUSPECTED ALCOHOL USE: 1 No, 2 Yes, 88 Unknown	ALCOHOL TESTED: 1 Test Not Given, 2 Test Refused, 3 Test Given, 88 Unknown, if Tested	ALCOHOL TEST TYPE: 1 Blood, 2 Breath, 3 Urine, 77 Other, Explain in Narrative	ALCOHOL TEST RESULT: 1 Pending, 2 Completed, 88 Unknown	BAC	SUSPECTED DRUG USE: 1 No, 2 Yes, 88 Unknown	DRUG TESTED: 1 Test Not Given, 2 Test Refused, 3 Test Given, 88 Unknown, if Tested	DRUG TEST TYPE: 1 Blood, 3 Urine, 77 Other, Explain in Narrative	DRUG TEST RESULT: 1 Positive, 2 Negative, 3 Pending, 88 Unknown

SOURCE OF TRANSPORT TO MEDICAL FACILITY 1 Not Transported, 2 EMS, 3 Law Enforcement, 77 Other, Explain in Narrative	EMS AGENCY NAME OR ID 1	EMS RUN NUMBER	MEDICAL FACILITY TRANSPORTED TO
--	----------------------------	----------------	---------------------------------

ADDITIONAL PASSENGERS													
PERSON #	VEHICLE #	NAME	DATE OF BIRTH	INJ	SEX	LOC: S	R	O	EJECT	HU	EP	ABD	RS

CURRENT ADDRESS (Number and Street)	CITY & STATE	ZIP CODE
-------------------------------------	--------------	----------

SOURCE OF TRANSPORT TO MEDICAL FACILITY 1 Not Transported, 2 EMS, 3 Law Enforcement, 77 Other, Explain in Narrative	EMS AGENCY NAME OR ID	EMS RUN NUMBER	MEDICAL FACILITY TRANSPORTED TO
--	-----------------------	----------------	---------------------------------

PERSON #	VEHICLE #	NAME	DATE OF BIRTH	INJ	SEX	LOC: S	R	O	EJECT	HU	EP	ABD	RS
----------	-----------	------	---------------	-----	-----	--------	---	---	-------	----	----	-----	----

CURRENT ADDRESS (Number and Street)	CITY & STATE	ZIP CODE
-------------------------------------	--------------	----------

SOURCE OF TRANSPORT TO MEDICAL FACILITY 1 Not Transported, 2 EMS, 3 Law Enforcement, 77 Other, Explain in Narrative	EMS AGENCY NAME OR ID	EMS RUN NUMBER	MEDICAL FACILITY TRANSPORTED TO
--	-----------------------	----------------	---------------------------------

VEHICLE # 2		Check if Commercial <input type="checkbox"/>		REPORTING AGENCY CASE NUMBER 2012003502		HSMV CRASH REPORT NUMBER 71293893	
1 Vehicle in Transport 2 Parked Motor Vehicle 3 Working Vehicle		VEHICLE LICENSE NUMBER J715NS		STATE FL		REGISTRATION EXPIRES 12/31/2012	
Hit and Run 1 No 2 Yes 88 Unknown		YEAR 2011		MAKE FORD		MODEL F250	
INSURANCE COMPANY PROGRESSIVE		INSURANCE POLICY NUMBER 08321630		Check if Permanent Registration <input type="checkbox"/>		VIN 1FT8W3BT0BEC80115	
NAME OF VEHICLE OWNER (Check if Business) DEMCO SPECIALTIES INC.		CURRENT ADDRESS 607 PRAIRIE MINE ROAD		CITY & STATE MULBERRY FL		ZIP CODE 33860	
Trailer # 1		LICENSE NUMBER		STATE		REGISTRATION EXPIRES	
Trailer # 2		LICENSE NUMBER		STATE		REGISTRATION EXPIRES	
VEHICLE TRAVELING N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W <input type="checkbox"/> Off-Road Unknown <input type="checkbox"/>		ON STREET, ROAD, HIGHWAY 930 DONAX STREET		AT EST. SPEED 5		POSTED SPEED	
HAZ. MAT. RELEASED 1 No 2 Yes 88 Unknown		HAZ. MAT. PLACARD 1 No 2 Yes 88 Unknown		HAZ. MAT. NUMBER		HAZ. MAT. CLASS	
MOTOR CARRIER NAME		US DOT NUMBER		Area of Initial Impact		Most Damaged Area	
MOTOR CARRIER ADDRESS		CITY & STATE		ZIP CODE		PHONE NUMBER	
Vehicle Body Type 3 1 Passenger Car 2 Passenger Van 3 Pickup 7 Motor Home 8 Bus 11 Motorcycle 12 Moped 13 All Terrain Vehicle (ATV)		Trafficway 1 Two-Way, Not Divided 2 Two-Way, Not Divided, with a Continuous Left Turn Lane 3 Two-Way, Divided, Unprotected (painted >4 feet) Median 4 Two-Way, Divided, Positive Median Barrier 5 One-Way Trafficway 88 Unknown		Commercial Motor Vehicle Configuration 1 Vehicle 10,000 lbs or less Placarded for Hazardous Materials 2 Single-Unit Truck (2-axle and GVWR more than 10,000 lbs (4,536 kg)) 3 Single-Unit Truck (3 or more axles) 4 Truck Pulling Trailer(s) 5 Truck Tractor (bobtail) 6 Truck Tractor/Semi-Trailer 7 Truck Tractor/Double Truck		Tractor/Triple 8 Tractor/Triple 9 Truck more than 10,000 lbs (4,536 kg), Cannot Classify 10 Bus/Large Van (seats for 9-15 occupants, including driver) 11 Bus (seats for more than 15 occupants, including driver) 77 Other, Explain in Narrative 88 Unknown	
Comm/Non-Commercial 1 Interstate Carrier 2 Intrastate Carrier 3 Not in Commerce/Government 4 Not in Commerce/Other Truck		Trailer Type 1 Single Semi Trailer 2 Tandem Semi Trailer 3 Tank Trailer 4 Saddle Mount/Trailer 5 Boat Trailer 6 Utility Trailer 7 House Trailer		Cargo Body Type 1 No Cargo 2 Bus 3 Van/Enclosed Box 4 Hopper 5 Pole-Trailer 6 Cargo Tank 7 Flatbed 8 Dump 9 Concrete Mixer 10 Auto Transport 11 Garbage/Refuse 12 Log		Emergency Vehicle Use 1 1 No 2 Yes 88 Unknown	
Most Harmful Event 14 14 1st 2nd 3rd 4th		Non-Collision 1 Overturn/Rollover 2 Fire/Explosion 3 Immersion 4 Jackknife 5 Cargo/Equipment Loss or Shift 6 Fell/Jumped From Motor Vehicle 7 Thrown or Falling Object 8 Ran into Water/ Canal 9 Other Non-Collision		Collision with Non-Fixed Object 10 Pedestrian 11 Pedalcycle 12 Railway Vehicle (train, engine) 13 Animal 14 Motor Vehicle in Transport 15 Parked Motor Vehicle 16 Work Zone/Maintenance Equipment 17 Struck By Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle 18 Other Non-Fixed Object		Collision Fixed Object 19 Impact Attenuator/Crash Cushion 20 Bridge Overhead Structure 21 Bridge Pier or Support 22 Bridge Rail 23 Culvert 24 Curb 25 Ditch 26 Embankment 27 Guardrail Face 28 Guardrail End	
Sequence of Events 1st 2nd 3rd 4th		Vehicle Maneuver Action 1 Straight Ahead 3 Turning Left 4 Backing 5 Turning Right 6 Changing Lanes 8 Parked 10 Making U-Turn 11 Overtaking/Passing		Traffic Control Device For This Vehicle 1 1 No Controls 4 School Zone Sign/Device 5 Traffic Control Signal 6 Stop Sign 7 Yield Sign		Vehicle Defects 1 1 None 2 Brakes 3 Tires 4 Lights (head, signal, tail) 6 Steering 7 Wipers 9 Exhaust System 10 Body, Doors 11 Power Train	
Roadway Grade 1 Level 2 Hillcrest 3 Uphill 4 Downhill 5 Sag (bottom)		Roadway Alignment 1 1 Straight 2 Curve Right 3 Curve Left		Special Function of Motor Vehicle 1 1 No Special Function 2 Farm Vehicle 3 Police 7 Taxi 8 Military		Special Function of Motor Vehicle 9 Ambulance 10 Fire Truck 11 Farm Labor Transport 12 School Bus 13 Transit/Commuter Bus	
Special Function of Motor Vehicle 1 14 Intercity Bus 15 Charter/Tour Bus 16 Shuttle Bus 17 Farm Labor Bus 88 Unknown		Special Function of Motor Vehicle 14 Intercity Bus 15 Charter/Tour Bus 16 Shuttle Bus 17 Farm Labor Bus 88 Unknown		Special Function of Motor Vehicle 14 Intercity Bus 15 Charter/Tour Bus 16 Shuttle Bus 17 Farm Labor Bus 88 Unknown		Special Function of Motor Vehicle 14 Intercity Bus 15 Charter/Tour Bus 16 Shuttle Bus 17 Farm Labor Bus 88 Unknown	
VIOLATIONS							
PERSON #	NAME OF VIOLATOR	FL STATUTE NUMBER	CHARGE	CITATION NUMBER			
PERSON #	NAME OF VIOLATOR	FL STATUTE NUMBER	CHARGE	CITATION NUMBER			
PERSON #	NAME OF VIOLATOR	FL STATUTE NUMBER	CHARGE	CITATION NUMBER			

PERSON # 2	REPORTING AGENCY CASE NUMBER 2012003502	HSMV CRASH REPORT NUMBER 71293893
-------------------	--	--------------------------------------

1 Driver 2 Non-Motorist 3 Passenger	<input type="checkbox"/>	VEHICLE # 2	NAME JUSTIN DEMING	PHONE NUMBER 8635596088	Check if Recommend Driver Re-exam <input type="checkbox"/>
---	--------------------------	----------------	--------------------------	----------------------------	--

CURRENT ADDRESS (Number and Street) 2607 FAIRMONT AVENUE	CITY & STATE LAKELAND FL	ZIP CODE 33803
---	-----------------------------	-------------------

DATE OF BIRTH 09/16/1980	SEX 1 Male 2 Female 88 Unknown	DRIVER LICENSE NUMBER D552426803360	STATE FL	EXPIRES 09/16/2018	INJURY SEVERITY (INI) 1 None 2 Possible 3 Non-Incapacitating 4 Incapacitating 5 Fatal (within 30 days) 6 Non-Traffic Fatality
-----------------------------	---	--	-------------	-----------------------	---

DRIVER			
DL Type <input type="checkbox"/> 1 A 2 B 3 C <input type="checkbox"/> 4 D/Chauffeur <input type="checkbox"/> 5 E/Operator <input type="checkbox"/> 6 E/Oper - Rest <input type="checkbox"/> 7 None	Required Endorsements <input type="checkbox"/> 1 Yes <input type="checkbox"/> 2 No <input type="checkbox"/> 3 No Req. Endorsement	Driver's Actions at Time of Crash 1st <input type="checkbox"/> 1 No Contributing Action <input type="checkbox"/> 2 Operated MV in Careless or Negligent Manner <input type="checkbox"/> 3 Failed to Yield Right-of-Way <input type="checkbox"/> 4 Improper Backing <input type="checkbox"/> 5 Improper Turn <input type="checkbox"/> 6 Followed too Closely <input type="checkbox"/> 7 Ran Red Light <input type="checkbox"/> 8 Drove too Fast for Conditions <input type="checkbox"/> 9 Ran Stop Sign <input type="checkbox"/> 10 Improper Passing <input type="checkbox"/> 11 Exceeded Posted Speed <input type="checkbox"/> 12 Wrong Side or Wrong Way <input type="checkbox"/> 13 Failed to Keep in Proper Lane 2nd <input type="checkbox"/> 14 Contributing Action <input type="checkbox"/> 15 Ran off Roadway <input type="checkbox"/> 16 Disregarded other Traffic Sign <input type="checkbox"/> 17 Disregarded Other Road Markings <input type="checkbox"/> 18 Over-Correcting/Over-Steering <input type="checkbox"/> 19 Swerved or Avoided : Due to Wind, Slippery Surface, MV, Object, Non-Motorist in Roadway, etc. <input type="checkbox"/> 20 Operated MV in Erratic, Reckless or Aggressive Manner <input type="checkbox"/> 21 Other Contributing Action 3rd <input type="checkbox"/> 22 Ran off Roadway <input type="checkbox"/> 23 Disregarded other Traffic Sign <input type="checkbox"/> 24 Disregarded Other Road Markings <input type="checkbox"/> 25 Over-Correcting/Over-Steering <input type="checkbox"/> 26 Swerved or Avoided : Due to Wind, Slippery Surface, MV, Object, Non-Motorist in Roadway, etc. <input type="checkbox"/> 27 Operated MV in Erratic, Reckless or Aggressive Manner <input type="checkbox"/> 28 Other Contributing Action 4th <input type="checkbox"/> 29 Ran off Roadway <input type="checkbox"/> 30 Disregarded other Traffic Sign <input type="checkbox"/> 31 Disregarded Other Road Markings <input type="checkbox"/> 32 Over-Correcting/Over-Steering <input type="checkbox"/> 33 Swerved or Avoided : Due to Wind, Slippery Surface, MV, Object, Non-Motorist in Roadway, etc. <input type="checkbox"/> 34 Operated MV in Erratic, Reckless or Aggressive Manner <input type="checkbox"/> 35 Other Contributing Action	Condition At Time of Crash <input type="checkbox"/> 1 Apparently Normal <input type="checkbox"/> 2 Asleep or Fatigued <input type="checkbox"/> 3 Ill (sick) or Fainted <input type="checkbox"/> 4 Seizure, Epilepsy, Blackout <input type="checkbox"/> 5 Physically Impaired <input type="checkbox"/> 6 Emotional (depression, angry, disturbed, etc.) <input type="checkbox"/> 7 Under the Influence of Medications/Drugs/Alcohol <input type="checkbox"/> 8 Other, Explain in Narrative <input type="checkbox"/> 9 Unknown

DRIVER OR PASSENGER									
Driver Vision Obstructions <input type="checkbox"/> 1 Vision Not Obscured <input type="checkbox"/> 2 Inclement Weather <input type="checkbox"/> 3 Parked/Stopped Vehicle <input type="checkbox"/> 4 Trees/Crops/Bushes	Load on Vehicle <input type="checkbox"/> 5 Load on Vehicle <input type="checkbox"/> 6 Building/Fixed Object <input type="checkbox"/> 7 Signs/Billboards <input type="checkbox"/> 8 Fog	Smoke <input type="checkbox"/> 9 Smoke <input type="checkbox"/> 10 Glare <input type="checkbox"/> 11 All Other, Explain in Narrative	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:25%;">Helmet Use (HU)</th> <th style="width:25%;">Eye Protection (EP)</th> <th style="width:50%;">Restraint Systems (RS)</th> </tr> <tr> <td><input type="checkbox"/> 1 DOT-Compliant Motorcycle Helmet <input type="checkbox"/> 2 Other Helmet <input type="checkbox"/> 3 No Helmet</td> <td><input type="checkbox"/> 1 Yes <input type="checkbox"/> 2 No <input type="checkbox"/> 3 Not Applicable</td> <td><input type="checkbox"/> 1 Not Applicable <input type="checkbox"/> 2 None Used - Motor Vehicle Occupant <input type="checkbox"/> 3 Shoulder and Lap Belt Used <input type="checkbox"/> 4 Shoulder Belt Only Used <input type="checkbox"/> 5 Lap Belt Only Used <input type="checkbox"/> 6 Restraint Used - Type Unknown <input type="checkbox"/> 7 Child Restraint System - Forward Facing <input type="checkbox"/> 8 Child Restraint System - Rear Facing <input type="checkbox"/> 9 Booster Seat <input type="checkbox"/> 10 Child Restraint Type Unknown <input type="checkbox"/> 11 Other, Explain in Narrative</td> </tr> </table>	Helmet Use (HU)	Eye Protection (EP)	Restraint Systems (RS)	<input type="checkbox"/> 1 DOT-Compliant Motorcycle Helmet <input type="checkbox"/> 2 Other Helmet <input type="checkbox"/> 3 No Helmet	<input type="checkbox"/> 1 Yes <input type="checkbox"/> 2 No <input type="checkbox"/> 3 Not Applicable	<input type="checkbox"/> 1 Not Applicable <input type="checkbox"/> 2 None Used - Motor Vehicle Occupant <input type="checkbox"/> 3 Shoulder and Lap Belt Used <input type="checkbox"/> 4 Shoulder Belt Only Used <input type="checkbox"/> 5 Lap Belt Only Used <input type="checkbox"/> 6 Restraint Used - Type Unknown <input type="checkbox"/> 7 Child Restraint System - Forward Facing <input type="checkbox"/> 8 Child Restraint System - Rear Facing <input type="checkbox"/> 9 Booster Seat <input type="checkbox"/> 10 Child Restraint Type Unknown <input type="checkbox"/> 11 Other, Explain in Narrative
Helmet Use (HU)	Eye Protection (EP)	Restraint Systems (RS)							
<input type="checkbox"/> 1 DOT-Compliant Motorcycle Helmet <input type="checkbox"/> 2 Other Helmet <input type="checkbox"/> 3 No Helmet	<input type="checkbox"/> 1 Yes <input type="checkbox"/> 2 No <input type="checkbox"/> 3 Not Applicable	<input type="checkbox"/> 1 Not Applicable <input type="checkbox"/> 2 None Used - Motor Vehicle Occupant <input type="checkbox"/> 3 Shoulder and Lap Belt Used <input type="checkbox"/> 4 Shoulder Belt Only Used <input type="checkbox"/> 5 Lap Belt Only Used <input type="checkbox"/> 6 Restraint Used - Type Unknown <input type="checkbox"/> 7 Child Restraint System - Forward Facing <input type="checkbox"/> 8 Child Restraint System - Rear Facing <input type="checkbox"/> 9 Booster Seat <input type="checkbox"/> 10 Child Restraint Type Unknown <input type="checkbox"/> 11 Other, Explain in Narrative							

DRIVER OR PASSENGER			
Motor Vehicle Seating Position: Seat Row Other 1 Left 1 Front 1 Not Applicable 2 Middle 2 Second 2 Sleeper Section of Truck Cab 3 Right 3 Third 3 Other Enclosed Cargo Area 77 Other 4 Fourth 4 Unenclosed Cargo Area (explain in 77 Other Row narrative) 88 Unknown 5 Trailing Unit 88 Unknown 6 Riding on Motor Vehicle Exterior (non-trailing unit) 88 Unknown	LOCATION: SEAT ROW OTHER (LOC) <input type="checkbox"/> 1 <input type="checkbox"/> 1 <input type="checkbox"/> 1	Ejection (EJECT) <input type="checkbox"/> 1 Not Ejected <input type="checkbox"/> 2 Ejected, Totally <input type="checkbox"/> 3 Ejected, Partially <input type="checkbox"/> 4 Not Applicable <input type="checkbox"/> 88 Unknown	Air Bag Deployed (ABD) <input type="checkbox"/> 1 Not Applicable <input type="checkbox"/> 2 Not Deployed <input type="checkbox"/> 3 Deployed-Front <input type="checkbox"/> 4 Deployed-Side <input type="checkbox"/> 5 Deployed-Other (knee, air belt, etc.) <input type="checkbox"/> 6 Deployed-Combination <input type="checkbox"/> 7 Deployed-Curtain <input type="checkbox"/> 8 Deployment Unknown <input type="checkbox"/> 9 Other, Explain in Narrative

NON-MOTORIST		
Non-Motorist Description <input type="checkbox"/> 1 Pedestrian <input type="checkbox"/> 2 Other Pedestrian (wheelchair, person in a building, skater, pedestrian conveyance, etc.) <input type="checkbox"/> 3 Bicyclist <input type="checkbox"/> 4 Other Cyclist <input type="checkbox"/> 5 Occupant of Motor Vehicle Not in Transport (parked, etc.) <input type="checkbox"/> 6 Occupant of a Non-Motor Vehicle Transportation Device <input type="checkbox"/> 7 Unknown Type of Non-Motorist	Non-Motorist Location At Time of Crash <input type="checkbox"/> 1 Intersection - Marked Crosswalk <input type="checkbox"/> 2 Intersection - Unmarked Crosswalk <input type="checkbox"/> 3 Intersection - Other <input type="checkbox"/> 4 Midblock - Marked Crosswalk <input type="checkbox"/> 5 Travel Lane - Other Location <input type="checkbox"/> 6 Bicycle Lane <input type="checkbox"/> 7 Shoulder/Roadside <input type="checkbox"/> 8 Sidewalk <input type="checkbox"/> 9 Median/Crossing Island <input type="checkbox"/> 10 Driveway Access <input type="checkbox"/> 11 Shared-Use Path or Trail <input type="checkbox"/> 12 Non-Trafficway Area <input type="checkbox"/> 13 Other, Explain in Narrative <input type="checkbox"/> 14 Unknown	Action Prior to Crash <input type="checkbox"/> 1 Crossing Roadway <input type="checkbox"/> 2 Waiting to Cross Roadway <input type="checkbox"/> 3 Walking/Cycling Along Roadway with Traffic (in or adjacent to travel lane) <input type="checkbox"/> 4 Walking/Cycling Along Roadway Against Traffic (in or adjacent to travel lane) <input type="checkbox"/> 5 Walking/Cycling on Sidewalk <input type="checkbox"/> 6 In Roadway - Other (working, playing, etc.) <input type="checkbox"/> 7 Adjacent to Roadway (e.g., shoulder, median) <input type="checkbox"/> 8 Going to or from School (K-12) <input type="checkbox"/> 9 Working in Trafficway (incident response) <input type="checkbox"/> 10 None <input type="checkbox"/> 11 Other, Explain in Narrative <input type="checkbox"/> 12 Unknown
Non-Motorist Actions/Circumstances <input type="checkbox"/> 1 No Improper Action <input type="checkbox"/> 2 Dart/Dash <input type="checkbox"/> 3 Failure to Yield Right-of-Way <input type="checkbox"/> 4 Failure to Obey Traffic Signs, Signals, or Officer <input type="checkbox"/> 5 In Roadway Improperly (standing, lying, working, playing) <input type="checkbox"/> 6 Disabled Vehicle Related (working on, pushing, leaving/approaching) <input type="checkbox"/> 7 Entering/Exiting Parked/Standing Vehicle <input type="checkbox"/> 8 Inattentive (talking, eating, etc.) <input type="checkbox"/> 9 Not Visible (dark clothing, no lighting, etc.) <input type="checkbox"/> 10 Improper Turn/Merge <input type="checkbox"/> 11 Improper Passing <input type="checkbox"/> 12 Wrong-Way Riding or Walking <input type="checkbox"/> 13 Other, Explain in Narrative <input type="checkbox"/> 14 Unknown		

ALCOHOL/DRUG/EMS								
SUSPECTED ALCOHOL USE: <input type="checkbox"/> 1 No <input type="checkbox"/> 2 Yes <input type="checkbox"/> 88 Unknown	ALCOHOL TESTED: <input type="checkbox"/> 1 Test Not Given <input type="checkbox"/> 2 Test Refused <input type="checkbox"/> 3 Test Given <input type="checkbox"/> 88 Unknown, if Tested	ALCOHOL TEST TYPE: <input type="checkbox"/> 1 Blood <input type="checkbox"/> 2 Breath <input type="checkbox"/> 3 Urine <input type="checkbox"/> 77 Other, Explain in Narrative	ALCOHOL TEST RESULT: <input type="checkbox"/> 1 Pending <input type="checkbox"/> 2 Completed <input type="checkbox"/> 88 Unknown	BAC <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 88 Unknown	SUSPECTED DRUG USE: <input type="checkbox"/> 1 No <input type="checkbox"/> 2 Yes <input type="checkbox"/> 88 Unknown	DRUG TESTED: <input type="checkbox"/> 1 Test Not Given <input type="checkbox"/> 2 Test Refused <input type="checkbox"/> 3 Test Given <input type="checkbox"/> 88 Unknown, if Tested	DRUG TEST TYPE: <input type="checkbox"/> 1 Blood <input type="checkbox"/> 3 Urine <input type="checkbox"/> 77 Other, Explain in Narrative	DRUG TEST RESULT: <input type="checkbox"/> 1 Positive <input type="checkbox"/> 2 Negative <input type="checkbox"/> 3 Pending <input type="checkbox"/> 88 Unknown

SOURCE OF TRANSPORT TO MEDICAL FACILITY 1 Not Transported 2 EMS 3 Law Enforcement 77 Other, Explain in Narrative	EMS AGENCY NAME OR ID <input type="checkbox"/> 1	EMS RUN NUMBER	MEDICAL FACILITY TRANSPORTED TO
---	---	----------------	---------------------------------

ADDITIONAL PASSENGERS													
PERSON # 4	VEHICLE # 2	NAME DAVID MCCULLOUGH	DATE OF BIRTH 04/29/1984	INJ 1	SEX 1	LOC: S 88	R 88	O 1	EJECT 1	HU 3	EP 3	ABD 2	RS 3

CURRENT ADDRESS (Number and Street) 4675 BAILEY ROAD	CITY & STATE MULBERRY FL	ZIP CODE 33860
---	-----------------------------	-------------------

SOURCE OF TRANSPORT TO MEDICAL FACILITY 1 Not Transported 2 EMS 3 Law Enforcement 77 Other, Explain in Narrative	EMS AGENCY NAME OR ID <input type="checkbox"/> 1	EMS RUN NUMBER	MEDICAL FACILITY TRANSPORTED TO
---	---	----------------	---------------------------------

PERSON # 5	VEHICLE # 2	NAME FLAVIO A JACOME TOBAR	DATE OF BIRTH 07/27/1978	INJ 1	SEX 1	LOC: S 88	R 88	O 1	EJECT 1	HU 3	EP 3	ABD 2	RS 3
---------------	----------------	-------------------------------	-----------------------------	----------	----------	--------------	---------	--------	------------	---------	---------	----------	---------

CURRENT ADDRESS (Number and Street) 608 PRADO PLACE	CITY & STATE LAKELAND FL	ZIP CODE 33803
--	-----------------------------	-------------------

SOURCE OF TRANSPORT TO MEDICAL FACILITY 1 Not Transported 2 EMS 3 Law Enforcement 77 Other, Explain in Narrative	EMS AGENCY NAME OR ID <input type="checkbox"/> 1	EMS RUN NUMBER	MEDICAL FACILITY TRANSPORTED TO
---	---	----------------	---------------------------------

8. CONSENT AGENDA

- 1. Approval of the \$2,970,000 Series 2012 Bank Qualified Loan, BB&T AND RESOLUTION 12-049 OF THE CITY OF SANIBEL, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,970,000 OF GENERAL OBLIGATION REFUNDING BOND FOR THE CITY OF SANIBEL, FLORIDA, PAYABLE FROM THE FULL FAITH, CREDIT AND UNLIMITED AD VALOREM TAXING POWER OF THE CITY TO PROVIDE FUNDS FOR THE PURPOSE OF REFUNDING THE OUTSTANDING CITY OF SANIBEL, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2002 MATURING AFTER AUGUST 1, 2012; PROVIDING FOR THE LEVY OF NECESSARY AD VALOREM TAXES IN THE MANNER AND TO THE EXTENT PROVIDED HEREIN; PROVIDING FOR OTHER COVENANTS WITH RESPECT TO THE BONDHOLDER; AUTHORIZING THE PRIVATE NEGOTIATED SALE OF SUCH BOND PURSUANT TO THE TERMS AND CONDITIONS DESCRIBED HEREIN AND IN THE COMMITMENT; DESIGNATING SUCH BOND AS QUALIFIED TAX-EXEMPT OBLIGATIONS WITHIN THE MEANING OF THE INTERNAL REVENUE CODE; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR THE SEVERABILITY OF PARTS HEREOF IF DECLARED INVALID; AND PROVIDING AN EFFECTIVE DATE**

**THIS INFORMATION WILL BE PROVIDED
ON THURSDAY, APRIL 26, 2012**

Island Seniors, Inc
City of Sanibel Recreation Department
800 Dunlop Road Sanibel, FL 33957
Phone 239-472-5743

April 9, 2012

City Council of Sanibel,

Attached are two applications from Island Seniors Inc. for a Special Events permits. The first is for our annual Harvest Bazaar to be held on November 10, 2012 from 9:00 a.m. to 1:00 p.m.; the second is for our annual Arts and Craft Fair to be held on November 17, 2012 from 9:00 a.m. to 2:00 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 senior programs. We raise funds to support our many programs at the Civic Center (Center 4 Life) to benefit island citizens and visitors. We also strive through our fund raising activities to defray the cost of recreation programs for the City.

We thank you in advance for your consideration.

Sincerely,

Katherine Reid, President
Island Seniors, Inc.
Sanibel, FL 33957



CITY OF SANIBEL
SPECIAL EVENTS PERMIT APPLICATION
 800 DUNLOP ROAD, SANIBEL, FL 33957
 Phone (239) 472-3700 Fax (239) 472-3065
 Website: www.mysanibel.com
 Email: admin@mysanibel.com

FOR CITY USE:

PERMIT #

of

DATE: 09 APR 2012 Lee Co. Tax Parcel # ---------------

Application must be submitted no later than 30 calendar days prior to the event accompanied by a refundable deposit (If applicable), and a non-refundable \$50/resident or \$100/non-resident application fee. **Applications submitted less than 30 calendar days but not less than 7 days prior to the event, will be assessed a late fee of \$5 per calendar day.** Applications will not be accepted later than 7 calendar days prior to the event.

EVENT NAME: Island Senior Inc Fall Harvest Bazaar

EVENT ADDRESS: Civic Center (Center for life) Library Way

Name of shopping center or complex, if applicable: _____

A drawing of event layout, parking area, placement of signs and temporary structures must be attached upon application submission.

NAME OF APPLICANT/ORGANIZATION: Island Seniors Inc

ADDRESS: Po Box 1472 Sanibel FL 33957

TELEPHONE: 472-0292 CELL: 757-288-3529 FAX: _____

EMAIL ADDRESS: reidku@aol.com WEBSITE: _____

NAME & ADDRESS TO MAIL DEPOSIT REFUND TO: (Deposits will be returned within 30 days following event.)

NAME OF CONTACT PERSON AND PHONE NUMBER AT THE EVENT:

Kate Reid 472-0292 472-5743

IS THE APPLICANT/ORGANIZATION A 501(C)3, NON-PROFIT? Yes No

Certificate No. 65-0372291 Please provide a copy of current certificate.

DATE(S) OF EVENT:

*Set-up and tear down must be included as part of event dates.

Set-Up Date(s) 09 Nov 2012

Event Date(s) 10 Nov 2012

Tear-Down Date(s): 10 Nov 2012

BEGINNING/ENDING TIME:

*Set-up and tear down must be included as part of event times.

Set-up Time(s) 9:00 am - 5:00 pm

Event Time(s) 9:00 am - 1:00 pm

Tear-Down Time(s) 1:00 pm - 4:00 pm

NUMBER OF PARTICIPANTS EXPECTED: 200 ADMISSION CHARGE (IF ANY): N/A

TYPE OF EVENT/SPECIFIC ACTIVITIES: "Trash and Treasures" Sale

PLEASE CHECK APPROPRIATE BOX: Private Event Public Event

*NOTE - Public events will be listed on the Special Events Calendar on the City's website.

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" entrance 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 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.

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.

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

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.

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

**--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 _____



CITY OF SANIBEL
SPECIAL EVENTS PERMIT APPLICATION
 800 DUNLOP ROAD, SANIBEL, FL 33957
 Phone (239) 472-3700 Fax (239) 472-3065
 Website: www.mysanibel.com
 Email: admin@mysanibel.com

FOR CITY USE:

PERMIT #

_____ of _____

DATE: 09 April 2012 Lee Co. Tax Parcel #

Application must be submitted no later than 30 calendar days prior to the event accompanied by a refundable deposit (If applicable), and a non-refundable \$50/resident or \$100/non-resident application fee. Applications submitted less than 30 calendar days but not less than 7 days prior to the event, will be assessed a late fee of \$5 per calendar day. Applications will not be accepted later than 7 calendar days prior to the event.

EVENT NAME: Arts & Craft Fair

EVENT ADDRESS: Civic Center (Center 4 Life) Library Way

Name of shopping center or complex, if applicable: _____

A drawing of event layout, parking area, placement of signs and temporary structures must be attached upon application submission.

NAME OF APPLICANT/ORGANIZATION: Island Seniors Inc

ADDRESS: Po Box 1472 Sanibel Fl 33957, Library Way

TELEPHONE: 472-0292 CELL: 757-288-3529 FAX: _____

EMAIL ADDRESS: reidkv@aol.com WEBSITE: _____

NAME & ADDRESS TO MAIL DEPOSIT REFUND TO: (Deposits will be returned within 30 days following event.)

NAME OF CONTACT PERSON AND PHONE NUMBER AT THE EVENT:

Kate Reid 472-0292

IS THE APPLICANT/ORGANIZATION A 501(C)3, NON-PROFIT? Yes No

Certificate No. 65-0372291 Please provide a copy of current certificate.

DATE(S) OF EVENT:

*Set-up and tear down must be included as part of event dates.

Set-Up Date(s) 16 Nov 2012

Event Date(s) 17 Nov 2012

Tear-Down Date(s): 17 Nov 2012

BEGINNING/ENDING TIME:

*Set-up and tear down must be included as part of event times.

Set-up Time(s) 12:00 pm - 5:00 pm

Event Time(s) 9:00 am - 2:00 pm

Tear-Down Time(s) 2:00 pm - 5:00 pm

NUMBER OF PARTICIPANTS EXPECTED: 200 ADMISSION CHARGE (IF ANY): N/A

TYPE OF EVENT/SPECIFIC ACTIVITIES: Craft & Arts Show - items for sale by vendors

PLEASE CHECK APPROPRIATE BOX: Private Event Public Event

*NOTE – Public events will be listed on the Special Events Calendar on the City’s website.

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" parking lot driveway entrance
Please indicate sign size, type, and locations of **directional signs** (Non-Profit Organizations only): _____

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

NUMBER OF VENDORS: 30 Note: Overnight Parking Fee of \$25 per vehicle, per event, for vendors camping overnight on City properties. No overnight parking. Vendors are all local.

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.

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.

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

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.

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

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

FEEs 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

Pamela Smith

From: Judie A. Zimomra
Sent: Thursday, April 05, 2012 4:31 PM
To: Pamela Smith
Subject: Re: Vegetation committee

Ugh

On Apr 5, 2012, at 4:23 PM, "Pamela Smith" <pbs@mysanibel.com> wrote:

FYI

From: LeAnn Beanland [<mailto:bugbeanland@aol.com>]
Sent: Thursday, April 05, 2012 4:07 PM
To: Pamela Smith
Subject: Vegetation committee

Pam,

I am sorry that I did not inform you before the deadline that i am interested in continuing my membership to the City of Sanibel vegetation Committee. I understand that you will have to bring the matter up in the next City Council Meeting.
Please let me know if there is anything I need to do,

Thanks,
LeAnn Beanland
328 Palm Lake Drive
Sanibel FI 33957

239 223 4455

Pamela Smith

From: Holly F. Downing
Sent: Tuesday, April 17, 2012 10:48 AM
To: Pamela Smith
Subject: FW: vegetation committee reappointment

See message below from Vegetation Committee member Greg Woodham regarding his desire to be reappointed to the Committee.

Holly Downing
City of Sanibel
Environmental Specialist
800 Dunlop Road
Sanibel, FL 33957
(239) 472-3700 phone
(239) 472-3065 fax
www.mysanibel.com

From: Ruth Woodham [<mailto:rwoodham3@comcast.net>]
Sent: Tuesday, April 17, 2012 10:21 AM
To: Holly F. Downing
Subject: vegetation committee reappointment

Dear Holly,

Please accept my reappointment to the Sanibel vegetation committee for the coming year 2012-2013.

Gregory Woodham

Pamela Smith

From: Judie A. Zimomra
Sent: Saturday, April 14, 2012 11:37 AM
To: Pamela Smith
Subject: Fwd: Recreational Financial Committee

Begin forwarded message:

From: Shelley Greggs <skulesike@gmail.com>
Date: April 14, 2012 9:01:23 AM EDT
To: "Judie A. Zimomra" <Judie.Zimomra@mysanibel.com>
Subject: **Recreational Financial Committee**

Dear Judie,

Unfortunately, I now find it necessary to resign from the Recreational Financial Assistance Committee. I had re-applied for my position on the committee prior to the new meeting calendar being approved. With this new meeting calendar I find that I will be absent for approximately 38% of the meetings since the bulk of them will be held during the summer months when I live in PA. Since the new ruling is for all members to physically attend a minimum of 75% of meetings, it's clear that I will not be able to meet this requirement.

I have certainly enjoyed participating on the committee and will try to serve the Rec Center in other ways. Please communicate my regrets as well as best regards for continued success to the other members of the committee.

Thank you for this opportunity. I look forward to serving the City of Sanibel in the future.

Shelley Greggs

**CITY OF SANIBEL
RESOLUTION 12-040**

A RESOLUTION AMENDING RESOLUTION 10-076, AS AMENDED, RELATING TO THE SANIBEL RECREATION FINANCIAL COMMITTEE; PROVIDING FOR AN AMENDMENT TO SECTION TWO OF SUCH RESOLUTION IN ORDER TO ADD UP TO TWO ADDITIONAL MEMBERSHIP SEATS FOR THE RECREATION FINANCIAL ASSISTANCE COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sanibel Recreation Financial Assistance Committee currently has a membership of five persons and the City Council finds it necessary and appropriate to expand the membership of the Sanibel Recreation Financial Assistance Committee to a membership of up to seven members;

NOW THEREFORE, BE IT RESOLVED, by the City Council, City of Sanibel, Florida, that City of Sanibel Resolution No. 10-076, is hereby amended as follows with underlined language indicating additions and ~~strike through~~ language indicating deletions:

SECTION 1. This resolution sets forth the purpose of the Recreation Financial Assistance Committee and establishes the membership appointment criteria for the Committee, the functions and duties of the Committee and an annual attendance requirement for the Committee membership. This Resolution also sets forth the financial assistance policy and procedures for the Recreation Department's Summer Camp Program, After-School Program, (which include Holiday Programs and Fun Days Programs) conducted during and after the school year.

SECTION 2. There shall be a review board, which shall henceforth be known as the Recreation Financial Assistance Committee, which shall consider and approve financial assistance applications based on the guidelines established herein.

A. Such Recreation Financial Assistance Committee shall be composed of ~~five (5)~~ up to seven (7) citizens appointed by the Sanibel City Council. ~~Three (3)~~ Four (4) members of the Recreation Financial Assistance Committee shall constitute a quorum for purposes of conducting Committee business.

All current committee members shall be authorized to serve in their positions for the remainder of their terms and thereafter all appointments of members to the Recreation Financial Assistance Committee shall be made by City Council in accordance with this section.

B. The function and duties of the Recreation Financial Assistance Committee shall be to review, consider and, where appropriate, grant financial assistance based upon the policies and guidelines established in this Resolution and/or developed by the Recreation Financial Assistance Committee pursuant to the authority of this Resolution.

C. There is hereby established an annual attendance requirement for the Recreation Financial Assistance Committee which shall be a minimum attendance requirement of 75% of all scheduled meetings during each calendar year commencing January 1, 2012. "Attendance" shall mean physically present at a meeting. Emergency meetings, if called, shall not constitute a scheduled meeting for purposes of this provision. In the event that a member fails to meet the minimum attendance requirement, such failure shall constitute an automatic and immediate tender of resignation. Such vacancy shall be filled through appointment by the City Council as soon as it is practical.

SECTION 3. An individual or family seeking financial assistance for the recreation programs must complete a Recreation Financial Assistance Application Form, a copy of which is attached hereto and incorporated herein as Exhibit "A", which shall be developed and issued by the Recreation Financial Assistance Committee. Such application shall, at a minimum, require proof of eligibility for the free or reduced school lunch program, and require a copy of the most recent tax return, excluding the social security number(s) of the individuals listed on the tax return for security purposes, and a recent pay stub.

SECTION 4. Approval of financial assistance for the Summer Camp Program will be based on the "sliding fee" schedule attached hereto and incorporated herein as Exhibit "B", and financial assistance for the After-School Program, will be based on the "sliding fee" schedule attached hereto and incorporated herein as Exhibit "C".

SECTION 5. This Resolution shall amend and supersede Resolution 10-076, as amended.

SECTION 6. Effective date.

This resolution shall take effect immediately upon adoption.

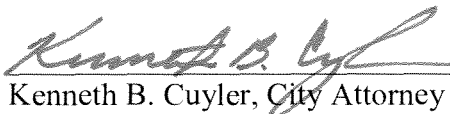
DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida, this 1st day of May, 2012.

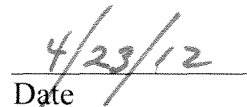
AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk, MMC

APPROVED AS TO FORM:


Kenneth B. Cuyler, City Attorney


Date

Vote of Council Members:

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

Community Housing Resources (CHR) Timeline

May 1, 2012	Direction from City Council regarding policy issues
May 14, 2012	CHR Board meeting – Discussion of policy issues
June 05, 2012	City Council meeting Discussion regarding CHR Board feedback
July 17, 2012	Draft contract to City Council
August 07, 2012	City Council approves contract
October 01, 2012	New contract effective

CHR Contract Matrix

Contract	Current	Proposed/Considerations
Lease Term	5-year term executed 9/5/07; expires 9/30/12	5-year term to expire 9/30/17
SECTION 3 - Payments from City to CHR		
3a - Administrative budget	FY 07-08 - payment of \$240,404 paid to CHR for admin budget with 3% escalators per year. Current FY12 payment is 262,695	Continue 3% escalators but consider the financial impact of EAR recommendations
3c - Payment timing	Payment to CHR shall be made in quarterly installments, payable within the first week of each quarter of the City's FY	Consider netting installment payments against CHR obligations in order to eliminate collection issues and resulting penalties.
3d - Admin expense reimbursement	City to reimburse CHR up to \$4,500 annually for office supplies, postage, copying, etc.	No Change
3d - Office Space	City to provide up to 780sf of office space within the Center 4 Life building - no rental subsidy available should CHR move office to another location	Based on a space needs assessment study for Center4Life and CHR, moving CHR could prove to be a possible solution. City to consider adding subsidy allowance language in the event relocation (permanent or temporary) is necessary.
SECTION 4 - Reporting		
SECTION 4 - Reporting	CHR to submit a Balance Sheet prepared in accordance to GAAP to City within 20 days of the FY Quarter End	Balance sheet shall be comparative to PY with notes accompanying account variances that exceed 10%
	CHR to submit a line item accounting, including detailed transactions in "date order" of its admin expenditures for each quarter	No Change
	CHR shall provide an audited income statement for each separate CHR development and for the BMRH program as a whole	CHR to provide comparative YTD income statement to PY and budget on a quarterly basis with notes accompanying account variances that exceed 10%.
	City manager has the right to waive the requirement for one or more of the above reports	No Change

CHR Contract Matrix

Contract	Current	Proposed/Considerations
		CHR to provide City an annual operating budget for its upcoming fiscal year on or before September 30th of each year. Budget should be comparative to current year results (actual plus estimated through year end)
		On a quarterly basis, CHR to provide City key operating indicators, including, vacancies, waiting list, total BMRH units, other
SECTION 6 Annual Plan	CHR to provide an outline to the City within 90 days of agreement as to how BMRH goals as suggested in 2004/05 EAR will be achieved.	Same - incorporating 2012/13 EAR goals
	CHR will prepare an update of the plan (and progress towards EAR goal) for presentation to City Council during October of each year of this agreement	No Change
SECTION 7 - Preference to City employees	Within 90 days of agreement, CHR will develop a process creating increased preference to City employees by awarding additional points provided they meet income guidelines of BMRH units	CHR to provide the City a revised point system that incorporates achieving the desirable tenant mix set forth in the 2012/13 EAR.
SECTION 9 - Insurance	CHR will maintain the required property and liability insurance to replace the BMRH units at the replacement values	No Change
SECTION 11 - Compliance	CHR is responsible for maintaining BMRH units in compliance with requirements of City Development Permits and Conditional Use Approvals	No Change
	All new landscaping must be 100% native vegetation	No Change
SECTION 12 - Mandatory Evacuation	CHR will require leases to require tenants to evacuate the Island if mandatory evacuation is declared	No Change

CHR Contract Matrix

Contract	Current	Proposed/Considerations
SECTION 13 - Hurricane Plan	CHR will provide a hurricane plan to require the evacuation of BMRH residents	CHR to provide an updated hurricane plan to City
SECTION 14 - Structures	All utility connections and building maintenance is the responsibility of CHR	No Change
SECTION 15 - Off island units	City's contribution of funds to administrative overhead and expenses may be utilized solely to support development that meets the requirements of the Sanibel Plan	No Change
SECTION 16 - Renegotiated agreement	Agreement may be renegotiated in response to unforeseen needs of the City's BMRH program	No Change
SECTION 17 - Contract Term	Agreement may be terminated at will, by either party, upon twenty-four months written notice	No Change
SECTION 18 - Audit Reporting	CHR shall provided audit report for FY ended 9/30 on or before March 1st of each year.	Audit report shall be due <u>on or before 2/1</u> of each year so the City has appropriate time to incorporate into the City CAFR
	Accompanying the audit report, CHR to provide a narrative and statistical summary of its operations and activities for that fiscal year	Include relevant economic and demographic information of tenant mix.
	CHR to provide a narrative in fulfilling its obligations under Chapter 102 of the Sanibel Code	No change
Other Considerations		City Council responsible for the appointment of CHR Board
		CHR to adhere to Sunshine law
		CHR to receive permission from City Council prior to selling any BMRH rental units
		CHR to reserve funds necessary to cover any LEO appreciation liability.*

CHR Contract Matrix

Contract	Current	Proposed/Considerations
----------	---------	-------------------------

* CHR is required to rebuy an LEO when the owner elects to sell. The guarantee amount is limited to 25% appreciation of the purchase price to be paid over a maximum of 10 years.

06/07-112

AGREEMENT

THIS AGREEMENT made and executed this 5th day of Sept, 2007, by and between the CITY OF SANIBEL (hereinafter "City"), a Florida municipal corporation, and COMMUNITY HOUSING AND RESOURCES, INC. (hereinafter "CHR"), a not-for-profit corporation organized and existing under the laws of the State of Florida.

WITNESSETH

WHEREAS, The City has enacted its Sanibel Code establishing a procedure for facilitating the construction, rental and sale of Below Market Rate Housing (BMRH) units for low and moderate income persons/families; and

WHEREAS, said ordinance provides for the administration of a BMRH program within the City by a housing foundation; and

WHEREAS, the Sanibel Plan, as amended, Part 3.6., Section 3.6.1. Housing Goals, Objective and Polices, provides for the development of plans to achieve the City's Below Market Rate Housing Program; and

WHEREAS, Community Housing and Resources, Inc., a non-profit agency, has served successfully as the City's Housing Foundation since December, 1983; and

WHEREAS, the City finds that CHR meets all of the requirements of the Sanibel Code for serving as the City's Housing Foundation; and

WHEREAS, the Sanibel Plan contains provisions for meeting the affordable housing needs; and

WHEREAS, affordable housing is essential for the recruitment and retention of the Sanibel work force due to the cost of housing for employees working on the island; and

WHEREAS, the City finds that the cost of land and development in the City and the prevailing market values of dwelling units therein renders the provision of BMRH units and employee housing virtually impossible without some limited public assistance; and

WHEREAS, the City finds that it serves an essentially public purpose in order to comply with the Florida Local Government Comprehensive Planning and Land Development Regulation Act and to accomplish the purposes and objectives of the Sanibel Code to make limited funds available for a limited time to the City's Housing Foundation for use in encouraging and assisting the development and construction of on-island BMRH units and employee housing; and

WHEREAS, the City and CHR desire to enter into an Agreement to implement such program, with CHR acting as the City's Housing Foundation and the City participating financially to the limited extent specified therein;

NOW, THEREFORE, in consideration of the mutual covenants and obligations specified herein, the parties hereto hereby agree as follows:

1. The City hereby designates and appoints CHR to continue to serve as its Housing Foundation under the terms of Chapter 102 of the Sanibel Code.
2. CHR agrees to execute and to continue to perform all of the obligations of the Housing Foundation as specified in the Sanibel Code and Sanibel Plan, as amended.

3. Payments of CHR's administrative expenses by the City shall be as follows:

- (a) For the first fiscal year (2007-2008) of this Agreement, \$240,404 will be paid to CHR by the City as the administrative budget.
- (b) For subsequent years of this Agreement, CHR's annual administrative budget payment by the City will increase each fiscal year by 3%.
- (c) Payment to CHR for administrative expenses shall be made in quarterly installments of one-quarter the amount budgeted for the fiscal year, payable within the first week of each quarter of the City's fiscal year.
- (d) During the life of this Agreement, the City will provide up to \$4,500 in office supplies, postage, copying and similar items each fiscal year. CHR will be responsible for reimbursing the City for any administrative costs, excluding rent, utilities and phone service that exceeds the annual allotted amount. The City agrees to provide up to 780 square feet of office space. The City will not provide a rental subsidy should CHR choose to move their office to another location. The City shall be responsible for providing CHR with a reconciliation of qualifying administrative expenses on an annual basis within 45 days of the end of the fiscal year.

4. Within twenty (20) days after the end of each fiscal quarter during the term of this Agreement, CHR shall submit to the City Manager a balance sheet

prepared in accordance with generally accepted accounting procedures and a line item accounting, including detailed transactions in “date order”, of its administrative expenditures for such quarter. In addition, CHR shall provide an audited income statement for each separate CHR development and for the BMRH program as a whole. After a review of CHR’s current accounting procedures and records, the City Manager may waive the requirement for one or more of the reports identified above.

5. CHR agrees to negotiate terms with developers and to maintain its own subsidized rent and mortgage payments at levels that provide sufficient income to CHR to enable it to accomplish all debt repayment schedules.

6. Within 90 days from the effective date of this agreement, CHR shall present to the City the first annual plan for the life of this agreement to be approved by City Council which outlines how the BMRH goals will be achieved. CHR will annually report on the status of providing additional BMRH units within the community (on-island) and the progress made on attainment of the program target suggested in the 2004/2005 Evaluation and Appraisal Report of the Sanibel Plan. Based on current population projections, the target at 3% of resident households envisions a total of 104 dwelling units (or 40 additional units) at “build-out” (by 2026). CHR will prepare an update of the plan for presentation to City Council during October of each year of this agreement.

7. In consideration of over \$5.2 million dollars invested by the City of Sanibel into CHR since the year 2000, within 90 days of the effective date of this agreement, CHR will develop a process creating increased preference to City

employees through additional numerical points combining the categories of essential City worker (45 points) or City worker (40 points) with employer sponsored worker (35 points) to City employees who meet the income guidelines for assignment to BMRH units. This preference shall apply when not restricted by law, rule or regulations of government programs associated with the particular unit that may be developed or become available. The City Manager shall designate which City positions are deemed to be “essential.”

8. Within 90 days of the effective date of this agreement, CHR will take action required to evaluate two City owned properties, one located at Gulfside City Park and the other 2897 Island Inn Road, to be included as BMRH units. CHR will provide a written report to the City if CHR determines that the properties cannot be included in the BMRH inventory.

9. CHR will maintain the required property (hazard, flood and windstorm) and liability insurance to replace the BMRH units at the replacement values.

10. CHR will require as a provision of each lease that residents of BMRH units participate in the recycling program of the City and CHR will ensure that recycling receptacles are available for all BMRH residents except as stipulated by condominium association documents.

11. CHR is responsible maintaining BMRH units in compliance with the requirements of City Development Permits and Conditional Use Approvals issued for the development of these units, including maintenance of the buildings, the required vegetation buffers and the preserved native vegetation, the required stormwater management improvements and utilities, maintenance of shrubs,

bushes and other vegetation as well as the removal of palm fronds and other flammable vegetation necessary for wildfire protection. All new landscaping must be 100% native vegetation as per City policy.

12. CHR will require as a provision of each lease, and amend current leases, to require tenants to evacuate the Island, if mandatory evacuation is declared by City Council during a state of emergency.

13. Within 30 days of the effective date of this agreement, CHR will provide a hurricane plan to require the evacuation of BMRH residents.

14. As the BMRH structures age, all utility connections and building maintenance is the responsibility of CHR.

15. It is the City's understanding that CHR is currently pursuing development of Off-Island units. The City's contribution of funds to administrative overhead and expenses may be utilized solely to support development that meets the requirements of the Sanibel Plan. Units developed near Island where a percentage of units are designated by contract agreement to be occupied by Sanibel workers qualify under this section.

16. This Agreement may be renegotiated in response to unforeseen needs of the City's Below Market Rate Housing program.

17. This Agreement shall terminate midnight September 30, 2012, unless sooner extended by Resolution of City Council or terminated by either party in accordance with this section. Written notice to extend shall issue from the City to CHR, on or before September 1, 2012. Written acceptance of CHR shall be provided to the City on or before September 30, 2012.

This Agreement may be terminated at will, for any reason or no reason, by either party, upon twenty-four (24) months prior written notice to the other party, by prepaid U.S. mail certified with return receipt requested.

18. On or before March 1 of each year, CHR shall provide to the City an audit of the prior fiscal year (ended September 30th) along with a narrative and statistical summary of its operations and activities carried out through September 30 in fulfilling its obligations under Chapter 102 of the Sanibel Code.

19. To comply with the provisions of House Bill's 1363 and 1375, the City and CHR agree to review State, County and City owned surplus lands on Sanibel on a regular basis to determine the potential use for workforce housing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and their official seals affixed hereto on the day and year first written above.

(SEAL)

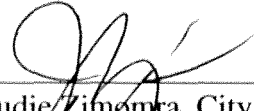
CITY OF SANIBEL

ATTEST:


Pamela Smith, City Clerk

Pamela Smith, City Clerk
Printed Name & Title

BY:


Judie Zimomra, City Manager

APPROVED AS TO FORM:


CITY ATTORNEY

FINANCIAL SUFFICIENCY APPROVED

Renee M. Lynch, FINANCE DIRECTOR

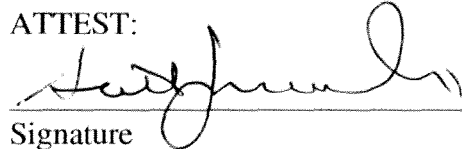
COMMUNITY HOUSING & RESOURCES,
INC.

(SEAL)

BY: 

Printed: Michael F. Cuscaden
Title: President

ATTEST:


Signature

Scott J. Marcellino, Executive Director
Printed Name & Title

Chapter 102

HOUSING*

Article I. In General

Secs. 102-1—102-30. Reserved.

Article II. Below Market Rate Housing

Division 1. Generally

Sec. 102-31. Purpose.
Sec. 102-32. Housing foundation.
Sec. 102-33. Responsibilities of housing foundation.
Sec. 102-34. City's responsibilities.
Sec. 102-35. Below market rate housing units.
Sec. 102-36. Appeals.
Sec. 102-37. Enforcement.
Secs. 102-38—102-55. Reserved.

Division 2. Housing Foundation

Sec. 102-56. Below market rate housing units acquired by the housing foundation and/or the CLT.
Sec. 102-57. Financing of below market rate housing units and lands and structures acquired by the housing foundation.
Secs. 102-58—102-75. Reserved.

Division 3. Below Market Rate Housing Rental Program

Secs. 102-76—102-101. Reserved.
Sec. 102-102. Qualification and ranking of applicants.
Sec. 102-103. Rental procedures.
Sec. 102-104. Leases.
Sec. 102-105. Reserved.
Secs. 102-106—102-120. Reserved.

Division 4. Reserved

Secs. 102-121—102-124. Reserved.

*Cross references—Buildings and building regulations, ch. 14; businesses, ch. 18; environment, ch. 30; utilities, ch. 70; development standards, ch. 86; historic preservation, ch. 98; utilities, ch. 118; vegetation, ch. 122; zoning, ch. 126; resort housing districts, § 126-631 et seq.

ARTICLE I. IN GENERAL

Secs. 102-1—102-30. Reserved.

ARTICLE II. BELOW MARKET RATE HOUSING

DIVISION I. GENERALLY

Sec. 102-31. Purpose.

This article is designed to implement the housing element of the Sanibel Plan and the State Local Government Comprehensive Planning and Land Development Regulation Act, insofar as the such provisions relate to the city's obligation to attempt to make housing available for moderate and lower income residents.

(Ord. No. 85-26, § 1(IV.A.1), 11-27-1985; Ord. No. 89-23, § 49, 8-15-1989)

Sec. 102-32. Housing foundation.

The city, after issuing public notice inviting proposals, may enter into an agreement, by ordinance, with one or more nonprofit private foundations and/or community land trusts created to acquire and hold land for the benefit of the community and provide secure affordable access to land and housing for City of Sanibel residents (a "housing foundation"), duly incorporated under the applicable state laws and approved by the Internal Revenue Service for tax deductibility status for contributions and donations received by it. The housing foundation may cause to be formed a nonprofit, private community land trust, that is an affiliate and/or subsidiary of the housing foundation and is comprised of a board of directors that is appointed by the housing foundation, for the purposes of assuming ownership or rights to land and structures in order to further the purposes of the housing foundation as the operator of the City of Sanibel's Below Market Rate Housing Program ("CLT"), and the housing foundation shall have the right to delegate any of its rights and responsibilities as provided for in this article to the CLT as deemed necessary by the board of directors of the housing foundation. Notwithstanding anything to the contrary as may be contained herein, the city council shall retain full rights,

powers and privileges with respect to the implementation of the below market rate housing program provided for in this article.

(Ord. No. 85-26, § 1(IV.A.2), 11-27-1985; Ord. No. 09-013, § 1, 1-5-2010)

Sec. 102-33. Responsibilities of housing foundation.

The housing foundation's responsibilities shall be:

- (1) To designate a housing foundation representative responsible for administrative liaison with the city.
- (2) To provide annual financial and activity report for the city council's review.
- (3) To serve as a clearinghouse for below market rate housing information as to funding sources, building sites, interested contractors, etc.
- (4) To assess to-be-determined fees for its services.
- (5) To have authority to buy, sell, receive, rent, develop or donate any land or real or personal or mixed properties in pursuit of its objectives of creating incentives and opportunities for below market rate housing in the city.
- (6) To have the authority to hold full or less than full fee titles and interests to properties.
- (7) To administer a below market rate housing program within the city, pursuant to the guidelines of this article, including the following:
 - a. To establish a procedure to screen all applicants for units that are designated to be below market rate housing units under this article.
 - b. To establish and update, at least annually, eligibility criteria for below market rate housing rental applicants, in terms of maximum income, taking into account family composition and total income of all family members, such criteria to be generally based upon the latest avail-

- able data from the United States Department of Housing and Urban Development, using 120 percent of the median income for the county as a guide for families of three persons.
- c. To establish and update, as needed, eligibility criteria for below market rate housing purchase applicants, in terms of maximum income and net worth, taking into account family composition and total income of all family members, such criteria to be generally developed as provided in subsection (7)b. of this section, but will also take into account the amount and type of assets owned by family members and the liquidity and availability of such assets for the purpose of securing affordable housing.
 - d. To maintain a list of eligible applicants for below market rate housing units who may be designated purchasers or renters as such units become available.
 - e. To establish a selection procedure for offering below market rate housing units to eligible applicants.
 - f. To determine the initial sale price and rental rate for each proposed below market rate housing unit and the current maximum sale and resale price and rental rate of each below market rate housing unit.
 - g. To prepare and update, at least annually, a schedule of rent ranges for below market rate housing units of different characteristics. Such rent ranges shall be based on a semi-annual survey of rents by unit characteristics in the city and the immediate vicinity, adjusted for consistency with income levels for qualified below market rate housing applicants, as identified in subsection (7)i. of this section.
 - h. To prepare and update, as needed, a schedule of maximum sales prices for owners of below market rate housing units of different characteristics, consistent with income levels for qualified below market rate housing applicants as identified in subsection (7)i. of this section, based on sales price data from the annual survey of the characteristics of new housing published by the U.S. Bureau of the Census.
 - i. To prepare and update, at least annually, a schedule of rents payable by below market rate housing tenants, based on U.S. Housing and Urban Development criteria for permissible shelter-to-income ratios. The ratios may be increased to one-third above the HUD maximum in the judgment of the housing foundation.
 - j. To prepare and update, as needed, information and guidelines for prospective investors, developers, purchasers and applicants for below market rate housing units.
 - k. To prepare and modify, as deemed necessary, guidelines for determining the suitability of below market rate housing rental applicants, in terms of their credit ratings, employment records, prior rental histories and other references.
 - l. To prepare and update, at least annually, guidelines for rating below market rate housing applicants in accordance with the criteria established in section 102-102.
 - m. To monitor compliance with all provisions of this article and to refer to the city manager, as appropriate, any persons violating any section of this article. Also, the housing foundation shall have full right and authority to seek enforcement of the provisions of this article by the remedies set forth in this article.
 - n. To accept into the below market rate housing program those units which meet the requirement of this article

and the housing needs of eligible applicants as defined in this article.

- o. To exercise an advisory role in reviewing and commenting on applications relating to below market rate housing units prior to planning commission and city council actions.
 - (8) To seek and to develop additional ideas, methods and procedures to accomplish the goals of this article.
 - (9) To monitor conformance of below market rate housing units, either existing or proposed, with the various applicable building, housing, sanitary, and related codes, ordinances, statutes and regulations.
- (Ord. No. 85-26, § 1(IV.A.2(a)), 11-27-1985; Ord. No. 88-19, § 1, 6-21-1988; Ord. No. 01-17, § 1, 12-18-2001)

Sec. 102-34. City's responsibilities.

The city's responsibilities shall be:

- (1) To designate a member of the city staff to assist and act as liaison to the housing foundation.
- (2) To provide, if deemed necessary in the discretion of the city council, a sum to be determined by the council as seed money for the housing foundation.
- (3) To provide, if deemed necessary and advisable in the discretion of the city council, all or part of the administrative overhead of the housing foundation on a continuing or temporary basis, including legal fees and costs and insurance premiums.
- (4) To provide, if deemed necessary and advisable in the discretion of the city council, loans or subsidies to the housing foundation.
- (5) To consider, in its legislative discretion, a relaxation of density limitations and other development regulations in individual cases where such relaxation would not contravene the purposes and principles of the

Sanibel Plan and would promote the objectives of providing below market rate housing opportunities.

- (6) To review, as required, the schedules and guidelines established by the housing foundation pursuant to subsections 102-33(7)b., c., g., h., i., k. and l., and to either approve or modify such schedules and guidelines.
 - (7) To appoint an entity to temporarily assume the responsibilities of a housing foundation in the event such housing foundation dissolves, terminates, or otherwise becomes defunct or inactive, until such time as another housing foundation can assume the responsibilities of the former housing foundation under the terms of this article.
- (Ord. No. 85-26, § 1(IV.A.2(b)), 11-27-1985; Ord. No. 01-17, § 1, 12-18-2001)

Sec. 102-35. Below market rate housing units.

(a) A below market rate housing unit is any dwelling unit which is made subject to the terms and conditions set forth in this article by the voluntary action of the owner thereof. Any private owners placing units in the below market rate housing program must record restrictive covenants in the public records of the county.

(b) The restrictive covenants for below market rate housing units shall be negotiated between the housing foundation and the owner. Final approval of such restrictive covenants shall, however, reside with the housing foundation. Such restrictive covenants shall include an initial rent payable to the owner and the term of commitment.

(c) When a development permit for a privately owned unit or nonresidential development specifies a requirement to provide units or other assistance to the below market rate housing program, no certificate of occupancy shall be issued by the city for such nonbelow market rate housing unit, or nonresidential development, until the requirement has been satisfied.

(d) Term of commitment for units not owned by the housing foundation. The period of time for which the restrictive covenants shall be effective shall be specified in the restrictive covenants. Such period shall be determined as follows:

- (1) For below market rate housing units which are not required as a condition of a development permit and are not part of an increased density below market rate housing conditional use, the period shall be not less than three years.
- (2) For below market rate housing units which are required as a condition of a development permit, the period shall be ten years unless a longer period is specified in the development permit condition. All development permit conditions requiring below market rate housing units must have city council approval.
- (3) For below market rate housing units which are part of an increased density below market rate housing conditional use, the period shall be not less than ten years nor more than 21 years. In approving the term of commitment for such units, the housing foundation shall give consideration to the initial rents payable to the owner which are established for such units, the total investment of the owner in such units, the potential profit to be derived by the owner from such units due to the city's relaxation of density limitations or other development regulations, and similar factors. The term of the below market rate housing commitment for such units should be established so that such potential profits are significantly offset by a sufficient period of reduced rental income in comparison to market rentals for similar dwelling units not under the below market rate housing limitations.

(e) *Initial rents.* The initial rents established in the restrictive covenants for each below market rate housing dwelling unit shall be the rent payable to the owner under leases to qualified below market rate housing applicants during the first year after the certificate of occupancy for the unit is issued. Such rents must be at or below the

current schedule of maximum rents for units of the same type established by the housing foundation pursuant to subsection 102-33(7)g. Any rent proposed by the owner, at or below the established schedule, may be approved by the housing foundation, provided that, for below market rate housing units which are part of an increased density below market rate housing conditional use, the term of commitment to the below market rate housing program is long enough to accomplish the stated intent of the commitment. To accomplish this intent, the higher the initial rent is established, the longer shall be the term of commitment.

(f) *Increases.* Following the first year after issuance of the certificate of occupancy for a below market rate housing unit, the rent for such unit may be increased in accordance with the following requirements:

- (1) Not more than once each year, the owner of a below market rate housing unit may submit to the housing foundation, with supporting documentation, a proposed increase in rent for such unit. The increase in rent shall be based upon actual increases in the owner's costs for taxes, insurance, utilities not paid by tenants, maintenance and repairs. In no event, however, shall a rent increase be approved by the housing foundation which exceeds the current rent by a percentage greater than the percentage increase in the residential rent component of the bureau of labor statistics consumer price index for all urban consumers over the period for which the current rent was in effect. Subject to such limitation, the housing foundation shall approve rent increases when sufficiently and accurately documented by the owner.
- (2) When rent increases are approved by the housing foundation for a below market rate housing unit, such increased rent shall take effect upon the execution of the next lease or lease renewal for such unit.

(Ord. No. 85-26, § 1(IV.A.3), 11-27-1985; Ord. No. 01-17, § 1, 12-18-2001)

Sec. 102-36. Appeals.

Whenever an appeal is authorized under the below market rate housing guidelines contained in this article, such appeal shall be filed, processed and decided as follows:

- (1) An appeal shall be initiated by the appellant's filing of a written notice of appeal with the housing foundation, 15 calendar days from the mailing of the decision to the appellant by the housing foundation.
- (2) The authorized appeal will be forwarded by the housing foundation to the city manager, who will respond in writing within ten business days of receipt of the appeal.
- (3) If the appellant is not in agreement with the housing foundation's and the city manager's determinations, the appellant may request placement of the issue on the schedule of the next regular city council meeting occurring more than five days after the mailing of the city manager's determination of the filing of the notice of appeal.
- (4) The city council shall consider the issue appealed, based on all information submitted by the appellant, the housing foundation, and the city manager; shall decide the issue as expeditiously as possible; and shall render its decision by resolution.
- (5) The decision of the city council shall be final and binding on the parties. If no decision is reached by the city council at the meeting for which the appeal is placed on the agenda, the original determination shall stand and be final and binding as made.

(Ord. No. 85-26, § 1(IV.B.7), 11-27-1985; Ord. No. 87-23, § 3, 7-21-1987; Ord. No. 01-17, § 1, 12-18-2001)

Sec. 102-37. Enforcement.

The city shall have the full right and standing to enforce the provisions of this article and the housing foundation full right and standing to enforce the covenants hereunder, by applying for

civil relief in a court of competent jurisdiction, either in law or equity as the case may be, for injunctive relief, declaration of rights, damages or such other relief as may be just and proper. Further, the city may intervene as a party defendant, without being subordinate and with full right to plead and test the propriety of the parties' pleadings, in any suit to contest the validity of the covenants provided for in this article.

(Ord. No. 85-26, § 1(IV.B.8), 11-27-1985)

Secs. 102-38—102-55. Reserved.**DIVISION 2. HOUSING FOUNDATION****Sec. 102-56. Below market rate housing units acquired by the housing foundation and/or the CLT.**

At any time land and dwelling units are committed to the city's below market rate housing program by being titled in the name of the housing foundation and/or the CLT, the city and the housing foundation and/or the CLT (if the CLT is the fee owner of the land and/or dwelling units) shall jointly execute and record restrictive covenants affecting such property which perpetually commit such land and dwelling units to rental or sale pursuant to the terms of the city's below market rate housing program, unless and until such units are released from the below market rate housing program by the city or through purchase at a mortgage foreclosure sale only if specifically provided for in this article.

(Ord. No. 85-26, § 1(IV.D.1), 11-27-1985; Ord. No. 87-15, § 1, 6-2-1987; Ord. No. 01-17, § 1, 12-18-2001; Ord. No. 09-013, § 2, 1-5-2010)

Sec. 102-57. Financing of below market rate housing units and lands and structures acquired by the housing foundation.

Lands and structures acquired by the housing foundation and/or the CLT, which are subject to a below market rate housing commitment, may be used as security by the housing foundation and/or the CLT, and mortgages thereon may be given by

the housing foundation and/or the CLT (as the case may be), only in accordance with the following terms and conditions:

- (1) The city council must, by resolution, approve the mortgage and loan terms.
- (2) No such mortgage shall secure future advances greater than 200 percent of the original loan amount or include a security interest in after-acquired property.
- (3) Any such mortgage must include provisions which:
 - a. Require written notice to the city of any default in the terms of the mortgage by the housing foundation and/or the CLT, within 30 days after the occurrence of such default;
 - b. Require written notice to the city of any foreclosure action, at least 90 days before such action is filed;
 - c. Provide authorization for the city to cure any default by the housing foundation and/or the CLT, and to reinstate the mortgage and note, any time prior to the entry of a final judgment of foreclosure, by paying to the mortgage holder, all sums then due and owing thereunder by the housing foundation and/or the CLT (as the case may be);
 - d. Require the housing foundation and/or the CLT (as the case may be) to deed the mortgaged property to the city, upon demand, within 30 days after the city pays to the mortgage holder any amounts necessary to cure a default by the housing foundation and/or the CLT (as the case may be) and to reinstate the mortgage and note; and
 - e. Require agreement by the mortgage holder that the mortgage and loan shall be assumable by, and shall not become due and payable upon transfer to, the city or any successor housing foundation and/or CLT appointed by the city.
- (4) Should any mortgage approved and executed in accordance with this section be foreclosed and the mortgaged property sold at a foreclosure sale, the mortgage not having been reinstated by either the city, the CLT or the housing foundation, the purchaser at the foreclosure sale and his successors in interest shall own the property free and clear of any commitment to the below market rate housing program.
- (5) Below market rate housing purchase units may be used as security by purchaser(s) qualified under guidelines established by the housing foundation pursuant to section 102-33, as amended from time to time, and mortgages thereon may be given by such purchaser(s) only in accordance with the following terms and conditions and any other terms and conditions as may be established by the housing foundation:
 - a. The housing foundation must approve the mortgage and loan terms, which approval may be withheld by the housing foundation based on loan guidelines established by the housing foundation.
 - b. Any such mortgage must include provisions which:
 1. Require written notice to the city, housing foundation and CLT of any default in the terms of the mortgage by such purchaser(s) within 30 days after the occurrence of such default;
 2. Require written notice to the city, housing foundation and CLT of any foreclosure action, at least 90 days before such action is filed;
 3. Provide authorization for the city, housing foundation and/or CLT to cure any default by such purchaser(s) and to reinstate the mortgage and note, any time prior to the entry of a final judgment of foreclosure, by pay-

ing to the mortgage holder, all sums then due and owing thereunder by such purchaser(s);

4. Require the purchaser(s) to deed the mortgaged property to the city, housing foundation and/or CLT upon demand by the city, within 30 days after the city, housing foundation and/or CLT pays to the mortgage holder any amounts necessary to cure a default by such purchaser(s) and to reinstate the mortgage and note; and
 5. Require agreement by the mortgage holder that the mortgage and loan shall be assumable by, and shall not become due and payable upon transfer to, the city, housing foundation, and/or CLT as determined by the city.
- c. Any such mortgage shall be subject to the restrictive covenants pursuant to section 102-56, affecting such mortgaged property, which restrictive covenants shall among other things: (i) survive foreclosure of the mortgage; (ii) allow the holder of the mortgage to foreclose the mortgaged property subject to the restrictive covenants; and (iii) allow any purchaser at foreclosure who does not meet the income qualifications of the city's below market rate housing program to own the mortgaged property for the sole purpose of conveying the mortgaged property to income qualified purchaser(s) and not for purposes of using such mortgaged property for its own residential occupancy purposes.

(Ord. No. 85-26, § 1(IV.D.2), 11-27-1985; Ord. No. 87-15, § 1, 6-2-1987; Ord. No. 01-17, § 1, 12-18-2001; Ord. No. 09-013, § 3, 1-5-2010)

Secs. 102-58—102-75. Reserved.

DIVISION 3. BELOW MARKET RATE HOUSING RENTAL PROGRAM*

Secs. 102-76—102-101. Reserved.

Sec. 102-102. Qualification and ranking of applicants.

(a) *Applications.* All applications for below market rate housing unit rental shall be made to the housing foundation on forms to be supplied by the housing foundation. The housing foundation shall determine whether such applications are sufficiently complete and accurate to determine the qualifications of and to rate the applicants as provided for in this section.

(b) *Qualification.* Applicants for below market rate housing rental units must meet the current maximum income and net worth schedules established by the housing foundation pursuant to subsections 102-33(7)b. and c. Rental applicants shall also be required to meet the suitability guidelines established pursuant to subsection 102-33(7)k. Determination of the qualification of applicants shall be made by the city manager, upon recommendation of the housing foundation.

(c) *Rating.* All below market rate housing rental applicants who are qualified under subsection (b) of this section shall be rated by the city manager, upon recommendation of the housing foundation, under the following criteria and in accordance with the guidelines established pursuant to subsection 102-33(7)l.:

- | | |
|---|-------------|
| (1) Financial need (those further below the maximum income and net worth limits receiving the higher score) | 0—45 points |
| (2) Length and type of employment in the city (higher scores being given for longer employment and for types of work more essential to public services and public health, welfare and safety functions) | 0—45 points |

***Editor's note**—Ord. No. 01-17, § 1, adopted December 18, 2001, repealed §§ 102-76—102-83 and 102-101 in their entirety. Formerly, said sections pertained to the restrictive covenant program and derived from Ord. No. 85-26, §§ 1(VI.B.1(a)—(g)), 1(IV.B.2), 1(IV.B.6), adopted November 27, 1985, and Ord. No. 87-23, §§ 4, 5, adopted July 21, 1987.

- (3) Length of domicile in the city (longer residence receiving the higher score) 0—45 points
- (4) Household characteristics affecting need for housing 0—25 points
- (5) Volunteer community activities (used as a tie breaker) 0—10 points

(d) *Use of ratings.* The housing foundation shall use the ratings and references of applicants to, in general, contact applicants for the size and type of unit available in descending order of their ratings to determine their desire and ability to rent a particular unit and shall obtain the city manager's approval of all proposed tenants.

(e) *Notice to applicants.* The housing foundation shall notify each applicant, in writing mailed to the address shown on the application, of the city manager's determination as to the qualification of the applicant under subsection (b) of this section.

(f) *Appeal.* Within 15 days after notice is mailed to an applicant, the applicant may appeal a determination that such applicant is not qualified or the rating given to the applicant is not accurate, pursuant to section 102-36. The determination of the appeal shall be based upon whether the terms of this article and the schedules and guidelines adopted under this article have been properly interpreted and applied by the city manager.

(g) *Qualification at time of occupancy.* All applicants for below market rate housing units must be qualified at the time a lease of a below market rate housing unit is executed. The housing foundation may request the city manager to review the qualification of an applicant prior to such execution and may require additional or updated information from the applicant to permit such review. Any determination by the city manager that an applicant is no longer qualified shall be subject to the notice and appeal provisions of subsections (e) and (f) of this section.

(h) *Annual review.* The housing foundation shall annually review outstanding applications for and current tenants of below market rate housing units to determine continued qualification and rating, and may require additional or updated information from applicants and tenants to permit such review. Any change in qualification sta-

tus or rating made by the housing foundation as a result of such review shall be subject to the notice and appeal provisions of subsections (e) and (f) of this section.
(Ord. No. 85-26, § 1(IV.B.3), 11-27-1985; Ord. No. 87-23, § 1, 7-21-1987; Ord. No. 93-01, § 1, 1-19-1993; Ord. No. 01-17, § 1, 12-18-2001)

Sec. 102-103. Rental procedures.

Privately owned below market rate housing units shall be rented only in accordance with procedures established by the housing foundation in its agreement with the owner.
(Ord. No. 85-26, § 1(IV.B.4), 11-27-1985; Ord. No. 87-23, § 2, 7-21-1987; Ord. No. 01-17, § 1, 12-18-2001)

Sec. 102-104. Leases.

All leases of below market rate housing units shall be approved by the housing foundation and shall be executed in accordance with the following requirements and limitations:

- (1) No such lease shall contain any waiver of tenant rights provided for in the landlord tenant statutes of the state.
- (2) All deposits required of tenants shall be reasonable in amount and shall be approved by the housing foundation.
- (3) All below market rate housing leases shall be for a term of 12 months.
- (4) The below market rate housing program shall include an opportunity for the tenant to be reevaluated for continued eligibility for the below market rate housing program, with results of the eligibility evaluation furnished to the tenant, in writing, at least 45 days prior to the end of the current lease.
- (5) Below market rate housing leases may not be terminated by the owner except for violation of the terms and conditions thereof or for good cause as specified in such leases.
- (6) At the time a below market rate housing lease, is executed, the amount of the rent shall be specified and payable monthly to

the owner. Depending upon money available for rent subsidies and the housing foundation's current schedule for rents payable by below market rate housing tenants, a portion of the rent may be provided through a rent subsidy, with the balance paid by the tenant.

- (7) At the discretion of the housing foundation, some utility payments may be required to be paid monthly to the owner by the below market rate housing tenant.

(Ord. No. 85-26, § 1(IV.B.5), 11-27-1985; Ord. No. 01-07, § 1, 12-18-2001)

Sec. 102-105. Reserved.

Editor's note—Ord. No. 01-17, § 1, adopted December 18, 2001, repealed § 102-105 in its entirety, which pertained to sale limitations and derived from Ord. No. 85-26, § 1(IV.B.6), adopted November 27, 1985, and Ord. No. 87-23, § 5, adopted July 21, 1987.

Secs. 102-106—102-120. Reserved.

DIVISION 4. RESERVED*

Secs. 102-121—102-124. Reserved.

***Editor's note**—Ord. No. 01-17, § 1, adopted December 18, 2001, repealed div. 4 in its entirety. Formerly, div. 4 pertained to alternate procedures and derived from Ord. No. 85-26, § 1(IV.C.1)—1(IV.C.4), adopted November 27, 1995, and Ord. No. 86-24, § 1, June 3, 1986.

Part 3.6. Land Use

This part of the *Sanibel Plan* is a product derived from the other elements of the Plan, including the preceding parts of this article.

This part of the *Sanibel Plan* contains the Housing Element and the Future Land Use Element. This part of the *Sanibel Plan* establishes goals, objectives and policies for housing and future land use.



Aerial view of Punta Ybel with Lighthouse Park in the foreground



Aerial view of Sanibel Island – Pine Island Aquatic Preserve in the background

Section 3.6.1. Housing Goals, Objectives and Policies

Pursuant to Section 163.3177, Florida Statutes and Chapter 9J-5.010(3) of the Florida Administrative Code.

Background Discussion

The purpose of the Housing Element, as stated in the Florida Administrative Code, is to develop appropriate plans and policies which demonstrate the commitment of the City of Sanibel in meeting existing and projected deficits that are identified in the supply of housing. These plans and policies address government activities as well as provide direction and assistance to the efforts of the private sector.

The data and analyses for this element of the *Sanibel Plan*, pursuant to *Section 163.3177(6)(f), Florida Statutes* and the minimum review criteria of *Chapter 9J-5.010* of the *Florida Administrative Code*, are provided in the background materials for the 2004/2005 Evaluation and Appraisal Report for the *Sanibel Plan*, adopted April 19, 2005.

Private sector activities are currently effective in conserving and maintaining the existing housing stock. There is virtually no substandard housing in the City of Sanibel.

In accordance with the Development Intensity Map, a limited number of additional dwelling units, approximately 800, are projected.

Limited land resources available to satisfy all housing demands present a significant constraint to the provision of housing for very low, low and moderate income people. Partially in response to this situation, the City has implemented a Below Market Rate Housing Program.

The City of Sanibel is a small, distinct component of the

Regional housing market. The City supports the provision of housing to meet special needs. Yet, some housing needs are best satisfied by the housing stock outside the City in the larger Regional housing market.

The housing inventory is comprised of data from both the *2000 Census of Population and Housing* and Local sources. The information from these distinct sources is consistent but not readily compatible. Census data excludes motels and units for short-term occupancy from the housing stock and does not reflect the seasonal population component of the functional population. Local data includes the housing stock for both the resident and seasonal population. The Sanibel housing stock totaled approximately 8,257 dwelling units in 2006, compared with an estimated 2,637 resident households. This wide disparity dramatizes the seasonal nature of occupancy and the accompanying high out-of-season vacancy rates.

Characteristics of the Housing Stock

In the Regional housing market, the City of Sanibel represents a small yet distinct component. The number of dwelling units in the City of Sanibel comprise a small percentage (less than two percent) of the total number of dwelling units in Lee County. This percentage is projected to decline, as indicated by the projected growth rates for Lee County and for the City of Sanibel.

Nearly 50 percent of the housing stock in the City of Sanibel is in multi-family structures, chiefly condominiums. Approximately 47 percent of the housing stock is in single family houses. Mobile homes are only one percent of the housing stock. A few (250) campsites are located in the trailer park.

Over 50 percent of the housing stock in the City of Sanibel has been constructed since 1975.

Sanibel has virtually no substandard housing and no pockets of housing deterioration or abandonment.

Affordable Housing

The *Sanibel Plan* continues to provide opportunities for a diverse housing stock with a wide range of housing types permitted. Single family and multi-family structures are specifically permitted. However, mobile homes are discouraged, because such housing would be very dangerous in heavy weather.

Development of all housing units is affected by the Land Development Code, building codes and other land use regulations, which are designed to accommodate the Island's housing needs with the environmental fragility of its natural systems and its vulnerability to tropical storms of prime concern. Because of high land costs, and the need for construction techniques that provide storm protection, housing costs on Sanibel tend to be well above the average for residential building.

The 2004/2005 Evaluation and Appraisal Report for the *Sanibel Plan* identifies approximately 8,200 dwelling units currently in the City of Sanibel. Over 60 percent of these units are occupied by tourists and the nonresident seasonal population. The participation of nonresidents and businesses in the Sanibel housing market has significantly contributed to the high cost of housing in Sanibel.

The cost of housing is high in the City of Sanibel. *The 2000 Census* identified only 25 (non-condominium) dwelling units in the City valued under \$100,000. The median value of \$392,400 was reported in *the 2000 Census* for (non-condominium) dwelling units, up from \$292,500 in 1990. *The 2000 Census* reported median rent at \$1,016, up \$189 from 1990, with only 117 units with contract rents under \$750 for the City of Sanibel.

In spite of the large percentage of high valued dwellings in the existing housing stock, there are units in the City of Sanibel that are available to moderate income households. There are

approximately 35 modest apartments located in association with commercial developments, and one 13-bedroom employee housing complex with shared kitchen facilities. There are 80 manufactured homes in Periwinkle Park. There are also approximately 70 moderate-value non-waterfront condominium units.

The high cost of housing is impacted by the limited supply of vacant developable land. Less than 800 dwelling units are projected to be added to Sanibel's housing stock at "buildout". About 600 of the additional units are anticipated as infill development on existing vacant residential lots. The other approximately 200 units are anticipated on undeveloped (un-subdivided) lands.

In the inventory of 600 existing vacant residential lots, there are a few lots valued under \$200,000 with virtually no lots valued under \$100,000. In the inventory of raw undeveloped residential land, estimated to allow a total of 200 units, land values under \$100,000 a unit would be hard to find and the cost of improvements would increase the per unit cost.

The situation of high land values is an important factor in assessing opportunities for providing affordable housing. The high cost of vacant land has contributed to the lack of moderate cost housing provided by the private sector.

It is evident from an analysis of the existing housing stock and the vacant developable land inventory, that the private sector is unable, without a major philanthropic effort, to provide housing on Sanibel that is affordable to very low, low and moderate income households. In fact, assistance programs are generally unable to cost-effectively bridge the gap between the money available for housing by very low, low, and moderate income households and the high cost of (to purchase or rent) housing in the City of Sanibel.

Subsidized Housing

In the City of Sanibel, there are few privately owned renter-occupied housing units currently using Federal Section 8 rental subsidies. There are 64 renter-occupied units currently in the City's Below Market Rate Housing Program (BMRH), a 66 percent increase from 1997. Forty of these units are in the single family and duplex category and 24 are in the multi-family category.

City of Sanibel's Below Market Rate Housing Program

Provision for moderate-income housing has had to rely on assistance from the City in cooperation with the private sector. In response to the need, and in compliance with the provisions of this Plan and the State's Local Government Comprehensive Planning Act of 1975, the City of Sanibel enacted a Below Market Rate Housing (BMRH) program. This program, established more than 15 years before the Vision Statement was added to the *Sanibel Plan*, is consistent with that expression of the community's aspiration for its future. The Below Market Rate Housing program, reflective of the values of the community, provides affordable housing opportunities for residents of moderate incomes or less.

Sanibel is nationally known for its dedication to remaining a "sanctuary" Island for humans and wildlife. Less well-known, but just as important, is the City's commitment to maintaining a strong, diversified sense of community.

As specified in its Vision Statement, Sanibel "*cherishes its ... economic diversity,*" and "*will endeavor to maintain it.*" Though the City might hypothetically satisfy State standards by providing low-income housing opportunities in nearby jurisdictions, it would in so doing fail to meet its own higher standard. Through the adoption of a Vision Statement in 1996, the citizens of Sanibel have reiterated their desire to maintain an economically diverse community.

To require that lower-income members of the community move to other jurisdictions to benefit from the City's Below Market Rate Housing program would contradict the City's Vision Statement and defeat the very purpose of the BMRH program. The effect of having an off-Island housing program would be to establish a two-tier system. Providing for affordable housing off-Island would mean that some of the lower income members of this community may be denied the opportunity to participate as full voting citizens. Additionally, the children of lower income members of the community may be denied the opportunity to associate with children of more prosperous residents at the Sanibel School. Senior members of our community with limited assets and lower incomes may be denied the opportunity to remain among lifelong friends and associates.

Sanibel's BMRH program deliberately breaks with many of the patterns established by public housing programs elsewhere. To underscore the fundamental equality of all citizens, BMRH units are constructed and landscaped to be virtually indistinguishable from the rest of the community. That eliminates the stigma that is usually attached to being in public housing, ensures that such housing conforms to the aesthetic standards of the community, and thereby fosters a well-earned sense of civic pride. It is the City's goal to maintain that emphasis, as expressed in the Goal Statement for Housing and Policy 3.1 in this section.

The BMRH program has evolved to the present 64 units, all of which are owned by the nonprofit organization, Community Housing and Resources, Inc., acting as the City's Housing Foundation. Community support of the City's relationship with Community Housing and Resources, Inc. in the administration of the Below Market Rate Housing Program was affirmed in a 1996 referendum.

The City funds most of the organization's administrative costs and provides the nonprofit organization with loans or grants for land or building acquisition, construction or other purposes

on a case-by-case basis. Key elements of the BMRH ordinance permit relaxation of density in specified ecological zones and allow residential use in connection with commercial development, all on a case-by-case basis. City contributions toward infrastructure (e.g. roads, sewer, water) would be additionally supportive of moderate income housing.

The present 64 units, 62 of which are committed to the City's BMRH program in perpetuity, provide affordable rental housing to approximately 140 adults and children. Twenty-four BMRH units have been added to the program since the 1997 amendment to this Plan, representing 4 percent of the dwelling units built in that time frame.

Community Housing and Resources, Inc. is planning additional units on-Island; however, they are exploring opportunities to provide affordable below market rate housing off-Island in addressing housing needs for essential service employees.

Other Housing

In the City of Sanibel there are currently no group homes or foster homes licensed by the State of Florida. Group homes and foster homes are permitted in residential districts. Due to concerns for hurricane evacuation safety, only small scale group homes or foster homes are appropriate on the Island. Large and medium size congregate living facilities are inappropriate on a barrier island, with evacuation constraints such as those present on Sanibel.

There is one mobile home park in the City of Sanibel. This lawfully existing use contains 80 mobile homes and 246 park sites for recreational vehicles. Unless constructed in strict compliance with the Sanibel Building Code, new mobile homes, as defined by Chapter 9J-5.003(52) of the Florida Administrative Code, are inappropriate for a barrier island such as Sanibel.

In the City of Sanibel there are no historic districts. An inventory of historically significant housing is provided in the Historic Preservation Element of the Plan.

Housing Needs

To achieve consistency with other elements of this Plan, particularly the Safety, Coastal Zone Protection and Conservation Elements, the supply of additional housing must be controlled. In 2004, approximately 92 percent of the housing stock anticipated in the City of Sanibel at "buildout" has already been constructed.

In general, there is a demand for Sanibel housing that has produced high property values and resulted in scarcity of very low, low and moderate income housing on the Island. Because of the high value of the existing housing stock and exceptionally high land and construction costs, government assistance will continue to be necessary to address the need, by young and old alike, for this type of housing on Sanibel.

The City's Housing Foundation has recently addressed the need to provide affordable housing units for independent seniors who do not require assisted living arrangements.

The City and Community Housing and Resources are addressing the need of housing for the essential services workforce.

Land Requirements for Housing Needs

The Future Land Use Element, reflecting all the elements of this Plan, has incorporated the concept of buildout that has always been a foundation of the *Sanibel Plan*. The concept of buildout was established in recognition of constraints imposed by the need for hurricane safety, adequate delivery of services and natural resource protection. These constraints clearly demonstrate that unlimited future growth would be hazardous to the health, safety and welfare of the public. This discussion of density and intensity of use, used to establish the objectives of the *Sanibel Plan*, helps demonstrate the limited land resources available in the City of Sanibel. Housing needs can be satisfied only within the constraints imposed by limited land

resources. This limit on future growth, always part of the *Sanibel Plan*, is reflected in the Development Intensity Map.

The supply of additional housing, permitted in accordance with the Development Intensity Map, is expected:

- To be predominately single family residences and a small amount of relatively small scale multi-family structures
- Predominately high value (cost and rent) units for middle and upper income households.

The provision of moderate cost housing will continue to require the cooperation of the public and private sectors. The provision of housing for households with very low, low and moderate incomes will continue to require the cooperation of other local governments where land is more available and affordable.

Adequate Sites for Very Low, Low and Moderate Income Housing

As clearly established by the *Sanibel Plan*, there are many valid reasons for limiting the intensity of land use in the fragile ecosystem of the City of Sanibel. Valid reasons that have not only received extensive community support, but reasons that have been accepted, and to some extent endorsed by, the Southwest Florida Regional Planning Council and the Florida Department of Community Affairs. Consequently, as the City of Sanibel reaches 92 percent of its projected “buildout” for residential and non-residential land uses, there are few opportunities to provide affordable housing in a community where land use patterns are so established and land values are so high.

Pursuant to *Florida Statutes Section 163.3177(6)(f)(2)*, the Florida Department of Community Affairs conducted an “affordable housing needs assessment”. The City has received and reviewed this needs assessment as one basis for the preparation of this Housing Element. *The User’s Guide for the*

Affordable Housing Need Assessment Methodology states that, “If local communities do not feel that these estimates and projections reflect their expectations for their community, then they may propose alternatives to be considered.” There are many factors that must be considered, incorporated and reflected in a realistic affordable housing needs assessment for the City of Sanibel. These factors include valid limitations on the intensity of land use throughout the Island, valid growth management regulations for the protection of natural resources and valid concerns for safe hurricane evacuation, all resulting in a valid threshold for community “buildout”. Other factors, such as the high cost of existing housing, the predominant occupancy of existing housing by nonresidents and the limited availability and high cost of vacant land must also be reflected.

The *User’s Guide* for the methodology for the State’s need assessment states, “...projections for small areas such as cities, are difficult because of the influence of... land availability, zoning, ... and other factors that have a large impact at the local level.” The *User’s Guide* for the methodology also states that, “Other factors...to consider when applying this methodology include the influence of, buildout, and changes in the demographic character of the area.”

The data and analyses from this needs assessment is being used as one basis for this Housing Element. However, it is critical to note that in, and consistent with, the *Sanibel Plan*, are projections for about 800 additional dwelling units. The State’s needs assessment for affordable housing identifies a deficiency of about 1,000 dwelling units by 2010. Historically the waiting list for the BMRH program averages 30-50 very low, low and moderate income households, well below the State’s estimates of Sanibel’s affordable housing needs. For all the reasons cited above, the State’s needs assessment is inappropriate for this community and does not reflect the historically documented need for affordable housing on Sanibel.

A limited amount of affordable housing can continue to be available within the community through continuation of the BMRH Program. Currently there are 64 BMRH units, representing about 2 percent of Sanibel resident households. A program target suggested in the 2004/2005 Evaluation and Appraisal Report was for BMRH units available for 3 percent of Sanibel resident households. Based on current population projections, the target at 3 percent of resident households envisions a total of 104 dwelling units (or 40 additional units) at “buildout” (over the next 20 years).

To assist in providing sites for moderate-income housing, the City allows density increases in accordance with specified conditions for dwelling units in the City’s BMRH Program. To provide sites for very low, low and moderate income housing, the City has purchased land for below market rate housing constructed by the Housing Foundation, including acquiring a site for affordable housing for seniors, in keeping with the goals and provisions of the *Sanibel Plan*.

There are no regulatory barriers created by the City that are intended to prevent the provisions of affordable housing in the City of Sanibel. There are no local public sector impediments pertaining to fair housing.

There can be adequate sites in the Region to meet the State identified housing needs of very low, low and moderate income households. Since housing is a Regional resource, the City of Sanibel will cooperate with other Local governments to address housing needs identified on a Countywide and Regional basis. However, the City’s primary focus will continue to be on its on-Island BMRH program, in accord with Sanibel’s adopted Vision Statement supporting a community which “cherishes its... economic diversity” and “will endeavor to maintain it”.

The City of Sanibel will continue to evaluate its BMRH Program to seek opportunities for its continuation in a manner that is both cost-effective in its use of available local subsidies and consistent with the objectives and policies of the *Sanibel Plan*.

Plan for Housing

No community housing goal is complete without concern for equity which few communities can claim to have achieved. Sanibel is not alone in having grown without specific attention to housing for people with varying means. The City of Sanibel’s Plan for Housing is to include the following provisions:

Provisions of the Plan

1. Actively pursue ways to ensure equal access to an open housing market for all persons regardless of age, race, religion, gender, color, national origin, marital status, disability or place of birth.
2. Avoid establishing regulatory barriers to the provision of affordable housing.
3. Discourage additional resort housing from occurring outside of currently established resort housing areas.
4. Restrict development intensity in the Resort Housing District that is in excess of the density permitted by the Development Intensity Map of the *Sanibel Plan*; however, allow the build-back of existing units, up to the number of dwelling units existing on May 4, 2004, provided the units that are built back are in conformance with the *Sanibel Plan* and the Land Development Code.
5. Allow for provision of adequate sites for foster family homes, adult congregate living homes, residential childcare, and similar specialized housing facilities, while assuring that these facilities are small-scale and appropriately coordinated in the City’s Hurricane Evacuation Plan.

6. Consider introducing a mechanism for providing assistance in assembling the necessary rights-of-way and easements for certain infrastructure, such as road and drainage improvements, that may be required for BMRH projects.

Goals, Objectives and Policies

Goal Statement

Provide safe and decent housing in adequately serviced neighborhoods to meet the needs of the present and future residents of the City of Sanibel.

Objective 1

Incorporate into the adopted Land Development Code, consistent with the *Sanibel Plan*, incentives for the private sector to provide adequate and affordable housing to meet the needs of the present and future residents of the City of Sanibel.

Policy 1.1. While providing for the health, safety and welfare of the residents of Sanibel, improve coordination with private, including nonprofit, sector efforts to provide housing which meets the needs of present and future residents, particularly those with special housing needs, by reviewing the regulations contained in the Land Development Code.

Policy 1.2. The Planning Commission will annually review the permitting process for private sector housing to determine if improvements in the permit process are warranted.

Policy 1.3. Prior to issuing a development permit for new housing, the developer will demonstrate to the City

that the infrastructure and public facilities needed to support that housing are in place or will be in place prior to occupancy of the housing.

Objective 2

Conserve and maintain the City's sound and aesthetic housing stock by requiring permits for work done on existing structures and inspections for compliance with the Land Development Code and the Building Code.

Policy 2.1. Maintain standards in the Sanibel Land Development Code that ensure quality housing that is safe and structurally sound and promotes stable neighborhoods.

Objective 3

Increase the total number of housing (dwelling) units that are available to persons of very low, low, and moderate income in addition to providing essential services workforce housing.

Policy 3.1. Provide for Sanibel-determined affordable housing needs through continuation of the City's on-Island BMRH Program. In addressing housing needs for essential service employees, evaluate opportunities with Community Housing and Resources, Inc. to supplement on-Island units with BMRH units that are located off-Island.

Policy 3.2. Annually review the effectiveness of the City's BMRH (affordable housing) program and implement warranted revisions.

Policy 3.3. Support and assist the efforts of the Housing Foundation to increase the number of BMRH (affordable housing) units based on identified need.

Policy 3.4. Maintain the provision of the Land Development Code allowing conditional use increased density (additional unit bonus) for BMRH units.

Policy 3.5. Distribute BMRH units on Sanibel to provide a variety of residential settings and avoid undue concentration for very low, low and moderate income housing.

Policy 3.6. Apply for assistance under Federal and State housing programs when it appears the City may qualify for assistance.

Policy 3.7. Ensure that BMRH units continue to be developed and maintained in a manner that is compatible with the character of the community.

Policy 3.8. Evaluate opportunities for mixed commercial and residential developments in the commercial sector to provide housing opportunities for the Island workforce.

Policy 3.9. Due to unusually high property values in the City, the City's location entirely within the coastal high-hazard area and the City's nearness to "buildout", there are a very limited number of sites available for any additional housing, much less for private sector-provided affordable housing. Consequently, if the City is unable to meet Sanibel-determined affordable housing needs on-Island through its BMRH program, the City will request that Lee County incorporate the unmet need in the County's affordable housing program.

Policy 3.10. Encourage that the employee housing provided at the South Seas Resort on Captiva Island be retained within the density cap for Captiva Island that is administered by Lee County and not replaced with resort units.

Objective 4

Make provisions for small-scale group homes and foster care facilities licensed or funded by the Florida Department of Children and Families by permitting them in accordance with the standards and requirements of the Land Development Code.

Policy 4.1. Allow for provision of adequate sites for group homes and foster care homes that are small-scale and appropriately coordinated in the City's Hurricane Evacuation Plan. Due to concerns for hurricane evacuation safety, large and medium size congregate living facilities and facilities that provide custodial care are inappropriate for location within the City of Sanibel.

Policy 4.2. Ensure that, by continued implementation of the development regulations of the Land Development Code, group homes and foster care facilities are not excluded from or over concentrated in any residential district or area.

Objective 5

Consistent with State Statutes and the Lee County Comprehensive Plan, new mobile home parks, mobile home condominiums, mobile home cooperatives and mobile home subdivisions, are not permitted on barrier islands, including the City of Sanibel.

Policy 5.1. New mobile home, as defined by *Chapter 9J-5.003(52)* of the *Florida Administrative Code*, construction or installation will comply with the regulations and standards of the Sanibel Land Development Code and the Florida Building Codes.

Objective 6

Historically significant housing will be protected and preserved for residential use, by incorporating incentives for the private sector in the Land Development Code.

Policy 6.1. Incorporate in the Land Development Code regulations that will permit the preservation, improvement and continued residential use of historically significant housing.

Policy 6.2. Maintain historically significant housing as identified on the Local Register of Historic Sites and Structures.

Objective 7

Require substandard housing conditions to be eliminated when work is done on a house under a City permit.

Policy 7.1. For any substandard dwelling unit (i.e., structurally unsound and an immediate threat to health, safety and welfare) in the City of Sanibel, the owner will be cited for the violations and ordered to comply with the appropriate requirements of the Sanibel Building Code.

Policy 7.2. Continue code enforcement activities.

Objective 8

Although no household (dwelling unit) displacement is projected in this Plan, if people are ever displaced by City programs, ensure that equitable treatment is provided to displaced people consistent with *Section 421.55, Florida Statutes*.

Policy 8.1. Should displacement by City programs occur, a program will be developed to ensure that standard housing is available to people displaced by City programs, prior to their displacement.



Below Market Rate Housing Units

City of Sanibel
Schedule of CHR Support FY1987-FY2012

	Audited* FY 1987-94 F-001	Audited FY 1995 F-001/480	Audited FY 1996 F-001/480	Audited FY 1997 F-001/480	Audited FY 1998 F-001/480	Audited FY 1999 F-480	Audited FY 2000 F-480	Audited FY 2001 F-480	Audited FY 2002 F-480	Audited FY 2003 F-180/F-280	Audited FY 2004 F-180/F-280	Audited FY 2005 F-180/F-280	Audited FY 2006 F-180/F-280	Audited FY 2007 F-180/F-280	Audited FY 2008 F-180/F-280	Audited FY 2009 F-180/F-280	Audited FY 2010 F-001	Audited FY 2011 F-001	Budget FY 2012 F-001
Operating																			
Professional services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other contractual services	-	-	-	-	-	8	-	-	-	-	-	-	-	-	-	-	-	-	-
Communications services	-	-	-	-	-	2,459	2,783	2,921	2,235	1,219	2,633	3,541	3,641	3,720	2,474	2,172	3,019	1,654	2,500
Transportation, postage	-	-	-	-	-	1,034	-	-	561	1,128	1,382	1,431	1,096	691	641	784	865	1,369	1,000
Utilities	-	-	-	-	-	602	-	-	544	599	446	88	-	-	-	-	-	-	-
Rental & leases	-	12	-	-	-	114	-	-	26	146	82	107	-	45.8	-	-	-	-	-
Repair & maintenance	-	-	-	-	-	263	-	-	134	229	30	-	-	-	-	-	-	-	-
Other current charges	-	-	-	-	-	108	-	-	-	-	1,235	-	-	-	-	-	-	-	-
Office supplies	-	75	-	-	-	818	(961)	-	236	1,081	505	2,750	3,340	1458.61	2,864	2,402	2,951	3,019	3,500
Total operating	-	87	-	-	-	5,405	1,822	2,921	3,737	4,402	10,312	7,917	8,077	5,915	5,979	5,358	6,835	6,043	7,000
Grants																			
CHR Admin expense	1,014,578	151,648	157,408	166,575	173,103	181,370	193,017	198,035	204,768	209,478	228,000	226,600	233,400	240,404	240,404	247,616	247,616	255,044	262,695
CHR-Additional assistance	-	75,000	-	-	-	-	31,000	-	-	-	-	4,125	-	-	-	-	-	-	-
CHR-Mariposa	-	-	-	-	-	650,000	-	-	-	-	-	-	-	-	-	-	-	-	-
CHR-Woodhaven	-	-	-	-	-	-	-	-	-	-	556,182	500,818	-	-	-	-	-	-	-
CDBG pass-through grant: hurricane mitigation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	43,260	-	-	-
Total grants	1,014,578	226,648	157,408	166,575	173,103	831,370	224,017	198,035	204,768	209,478	784,182	731,543	233,400	240,404	240,404	290,876	247,616	255,044	262,695
Debt Service																			
Principal	-	-	86,447	91,140	91,935	95,394	132,649	148,375	155,018	164,110	171,045	250,266	257,495	265,018	272,783	253,568	978,752	-	-
Interest	-	91,540	87,344	82,651	81,856	73,834	80,031	78,179	71,536	59,646	66,041	79,864	70,548	60,610	50,451	39,919	23,659	-	-
Other debt service	-	-	-	-	-	7,500	-	-	-	-	23,269	13,317	886	-	-	-	-	-	-
Total debt service	-	91,540	173,791	173,791	173,791	176,728	212,680	226,554	226,554	223,757	260,356	343,446	328,929	325,628	323,233	293,487	1,002,411	-	-
Land exchange to settle loans owed to City by CHR																			
Land	-	-	-	-	-	-	-	-	-	-	2,474,204	-	-	-	-	-	-	-	-
Loss-Land for debt swap	-	-	-	-	-	-	-	-	-	71,821	-	-	-	-	-	-	-	-	-
Total land exchange	-	-	-	-	-	-	-	-	-	71,821	2,474,204	-	-	-	-	-	-	-	-
Total support	\$ 1,014,578	\$ 318,275	\$ 331,199	\$ 340,366	\$ 346,894	\$ 1,013,502	\$ 438,519	\$ 427,509	\$ 435,059	\$ 509,458	\$ 3,529,054	\$ 1,082,906	\$ 570,406	\$ 571,947	\$ 569,616	\$ 589,721	\$ 1,256,862	\$ 261,087	\$ 269,695
Grand total 1987-2012																			\$ 13,876,652
*1987 is the first year the audits showed economic environment function expenditures																			

March 2012

COMMUNITY HOUSING RESOURCES, INC
Profit Loss Budget Performance

	PY MAR. 2011	MARCH. 2012	TOTAL FY 2012	YTD BUDGET	% OF YTD BUDGET	ANNUAL BUDGET	% of ANNUAL BUDGET
INCOME							
600 Home Sales		218,000.00	889,000.00				
601 City of Sanibel	21,253.67	21,891.28	131,348.26	131,349.42	100.00%	262,699.00	50.00%
604 Grants received							
607 SHIP grant revenue							
608 Rental income	43,739.97	34,445.00	218,171.01	237,900.00	91.71%	475,800.00	45.85%
609 Public support-donations	1,910.00	4,040.00	9,735.17	7,500.00	129.80%	15,000.00	64.90%
610 Interest income	2.06	1.47	9.02	12.50	72.16%	25.00	36.08%
611 Credit check income	50.00	375.00	875.00	750.00	116.67%	1,500.00	58.33%
613 Utility contribution	6,166.19	4,368.32	25,447.60	26,000.00	97.88%	52,000.00	48.94%
614 Tenant assistance income		2,500.00	6,000.00	6,000.00	100.00%	6,000.00	100.00%
615 Sponsorship grant fund			1,500.00				
616 Contracts-washers @RV	48.88	33.13	191.52	250.00	76.61%	500.00	38.30%
617 Late fees-Tenant	286.00		1,185.00				
618 Payment Plan Fee-Tenants	80.00	60.00	280.00	550.00	50.91%	1,100.00	25.45%
619 Ground lease fees	100.75	98.22	219.01				
625 Contributions-Vendor A/P		3,623.25	30,314.03				
TOTAL INCOME	73,637.52	289,435.67	1,314,275.62	410,311.92	320.31%	813,624.00	161.53%
COST OF GOODS SOLD							
675 Cost of Construction		218,000.00	783,377.89				
676 Closing Costs		7,272.77	40,445.27				
849 Repayment of Grants			6,200.00				
851 Grants to Individuals		25,000.00	165,000.00				
TOTAL COGS		250,272.77	995,023.16				
GROSS PROFIT		39,162.90	319,252.46				
EXPENSES							
700 PERSONNEL SERVICE-ADMIN.							
701 Salaries & wages	17,443.90	9,643.83	82,490.63	97,876.00	84.28%	195,752.00	42.14%
703 FICA match	1,366.68	819.47	8,880.08	8,637.50	102.81%	17,275.00	51.40%
704 Life & health insurance	1,437.73	836.97	7,198.76	15,886.50	45.31%	31,773.00	22.66%
856 State unemployment taxes	108.73	200.18	1,805.36	700.00	257.91%	1,400.00	128.95%
867 Worker's compensation	987.00	422.00	2,608.00	2,327.00	112.08%	4,654.00	56.04%
939 Simple IRA expenses	323.58	125.42	835.23	815.00	102.48%	1,630.00	51.24%
TOTAL 700 PERSONNEL SERVICES-ADMIN.	21,667.62	12,047.87	103,818.06	126,242.00	82.24%	252,484.00	41.12%

March 2012

COMMUNITY HOUSING RESOURCES, INC

Profit Loss Budget Performance

	PY MAR. 2011	MARCH. 2012	TOTAL FY 2012	YTD BUDGET	% OF YTD BUDGET	ANNUAL BUDGET	% of ANNUAL BUDGET
800 OPERATING EXPENSES							
850 Closing costs expense				500.00	0.00%	1,000.00	0.00%
860 Bank charges	20.00		811.25	840.00	96.58%	900.00	90.14%
861 Late charges	556.04	800.87	2,246.99	4,000.00	56.17%	8,000.00	28.09%
862 Condo association fees	2,800.00	2,856.00	5,712.00	6,000.00	95.20%	12,000.00	47.60%
863 Membership fees			325.00	325.00	100.00%	475.00	68.42%
869 Professional services-Attorney	2,777.25	400.00	400.00	5,000.00	8.00%	10,000.00	4.00%
870 Tenant assistance expense			1,209.00	3,000.00	40.30%	6,000.00	20.15%
871 Credit check expense	140.00	40.00	625.00	400.00	156.25%	800.00	78.13%
878 Accounting & auditing	1,944.63		19,480.00	19,000.00	102.53%	19,000.00	102.53%
880 Web communications	177.95		1,266.12	1,246.35	101.59%	1,500.00	84.41%
882 Ground lease payment to COS			1.00	1.00	100.00%	1.00	100.00%
883 Insurance expense - Office				1,250.00	0.00%	2,500.00	0.00%
888 Printing expense	600.00	2,340.00	2,440.00	1,500.00	162.67%	3,000.00	81.33%
889 Promotional activities	51.51		242.40	3,500.00	6.93%	7,000.00	3.46%
890 Licenses & registrations	122.50		122.50	400.00		800.00	15.31%
895 Office supplies	232.55	17.92	974.95	860.00	113.37%	1,720.00	56.68%
896 Copier expense & maint. agreement				907.50	0.00%	1,815.00	0.00%
902 Interest expense (LOC)	302.81		1,458.36	2,500.00	58.33%	5,000.00	29.17%
903 Interest expense(Riverview)	3,547.45	5,201.45	25,445.18	28,999.98	87.74%	58,000.00	43.87%
904 Interest expense (Centre)	6,085.04	5,932.80	42,640.80	43,500.00	98.02%	87,000.00	49.01%
905 Net rental payment to COS		12,500.00	25,000.00	25,000.00	100.00%	50,000.00	50.00%
907 Insurance expense - Property		19,554.74	55,039.01	50,000.00	110.08%	100,000.00	55.04%
909 Solid waste assesments			10,202.26	8,230.00	123.96%	16,460.00	61.98%
910 Rent expense (Fair Mkt. Value)	5,518.00	778.00	4,650.50	4,987.98	93.23%	9,976.00	46.62%

March 2012

COMMUNITY HOUSING RESOURCES, INC

Profit Loss Budget Performance

	PY MAR. 2011	MARCH. 2012	TOTAL FY 2012	YTD BUDGET	% OF YTD BUDGET	ANNUAL BUDGET	% of ANNUAL BUDGET
913 Repairs & Maintenance							
897 Unit fixtures/appliances	610.00	4,470.42	9,873.83	12,500.00	78.99%	25,000.00	39.50%
901 Maintenance agreements	1,541.09	1,466.20	8,534.35	7,975.00	107.01%	15,950.00	53.51%
913 Repairs/ maintenance, others							
916 Unit repairs & maintenance	1,391.63	2,250.03	15,001.71	29,000.00	51.73%	58,000.00	25.87%
920 Landscaping services	2,250.00	400.00	7,651.60	10,000.00	76.52%	20,000.00	38.26%
918 Prof-survey/engineer/appraisal		1,175.00	1,300.00	75.00	1733.33%	150.00	866.67%
941 Cell phone & office internet		26.96	507.07	750.00	67.61%	1,500.00	33.80%
942 Transponders & Mileage	697.05	94.00	1,672.40	2,125.00	78.70%	3,700.00	45.20%
945 Utilities	2,945.01	2,220.07	37,160.19	35,000.00	106.17%	70,000.00	53.09%
959 CHR Office Technology		125.00	1,529.00	1,850.00	82.65%	3,700.00	41.32%
975 Sanibel Land Trust HOA		825.00	5,050.00	5,400.00	93.52%	10,800.00	46.76%
Reconciliation Discrepancies			0.98				
TOTAL 800 OPERATING EXPENSES	55,978.13	75,522.33	392,391.51	316,622.81	123.93%	864,231.00	45.40%
NET INCOME BEFORE DEPRECIATION							
NET ORDINARY INCOME	17,659.39	-36,359.43	-73,139.05				
956 Depreciation	49,021.53	19,650.66	119,425.87				
NET INCOME	-31,362.14	-56,010.09	-192,564.92				
Rental reserves							
LEO reserves							
904A Principal expenses (Centre)		1,568.97	10,384.95				
This line is for information purposes only, it is not included in the actual expenses.							

COMMUNITY HOUSING & RESOURCES, INC.
Balance Sheet Prev Year Comparison

		AS of March 31, 2012			
		Mar 31, 11	Mar 31, 12	\$ Change	% Change
ASSETS					
Current Assets					
Checking/Savings					
100 · SanCap Bank-Operating		1,066.65	3,844.40	2,777.75	260.42%
106 · Cash-SanCap-TAF		5,108.52	8,750.94	3,642.42	71.3%
109 · Cash-SanCap-Sec Dep		19,988.43	36,400.00	16,411.57	82.11%
113 · Cash-San-Cap Down Payment Acct.		36.59	0.00	(36.59)	(100.0%)
Total Checking/Savings		26,200.19	48,995.34	22,795.15	87.0%
Accounts Receivable					
1200 · Accounts Receivable		1,426.82	0.00	(1,426.82)	(100.0%)
Total Accounts Receivable		1,426.82	0.00	(1,426.82)	(100.0%)
Other Current Assets					
115 · Security Deposits Receivable		577.00	0.00	(577.00)	(100.0%)
116 · Rent Receivable		246.88	9,286.50	9,039.62	3,661.54%
119 · Utility Receivable		0.00	(8.87)	(8.87)	(100.0%)
125 · Prepaid Insurance		30,944.76	3,908.66	(27,036.10)	(87.37%)
126 · Prepaid expenses		4,641.14	0.00	(4,641.14)	(100.0%)
131 · Payment Plan Due		0.00	90.00	90.00	100.0%
132 · Rent Late Charges		0.00	30.00	30.00	100.0%
145 · Inventory-Centre PI		872,000.13	218,000.13	(654,000.00)	(75.0%)
151 · LCEC Security Deposit		2,725.00	2,833.34	108.34	3.98%
Total Other Current Assets		911,134.91	234,139.76	(676,995.15)	(74.3%)
Total Current Assets		938,761.92	283,135.10	(655,626.82)	(69.84%)
Fixed Assets					
259 · No Location		0.00	(622.44)	(622.44)	(100.0%)
261 · Signs		4,830.00	4,830.00	0.00	0.0%
262 · Accumulated Depreciation-Signs		(3,925.31)	(4,144.46)	(219.15)	5.58%
263 · Machinery & equipment		16,882.22	14,500.22	(2,382.00)	(14.11%)

COMMUNITY HOUSING & RESOURCES, INC.
Balance Sheet Prev Year Comparison

		As of March 31, 2012			
		Mar 31, 11	Mar 31, 12	\$ Change	% Change
264	· Accumulated Depreciation-M&E	(12,813.04)	(12,066.84)	746.20	(5.82%)
265	· Lease hold improvements-Algiers	28,091.70	28,091.70	0.00	0.0%
266	· Accum Deprec- Algiers	(808.70)	(2,340.99)	(1,532.29)	189.48%
267	· Rental Units - Riverview	407,949.12	407,949.12	0.00	0.0%
268	· Accumulated Depreciation - RV	(46,943.69)	(53,025.94)	(6,082.25)	12.96%
271	· Rental units - SH	298,486.73	175,123.53	(123,363.20)	(41.33%)
272	· Accumulated Depreciation - SH	(179,010.38)	(102,619.81)	76,390.57	(42.67%)
273	· Rental units-Belding	165,283.44	0.00	(165,283.44)	(100.0%)
274	· Accumulated Depreciation - B	(86,397.73)	0.00	86,397.73	100.0%
275	· Rental units - Wstr.	148,981.95	165,445.41	16,463.46	11.05%
276	· Accumulated Depreciation-Wstr	(92,227.06)	(96,561.13)	(4,334.07)	4.7%
277	· Rental units - AW	712,098.92	714,532.70	2,433.78	0.34%
278	· Accumulated Depreciation - AW	(485,189.44)	(509,045.20)	(23,855.76)	4.92%
279	· Rental units - MW	715,891.14	722,321.66	6,430.52	0.9%
280	· Accumulated Depreciation - MW	(475,619.28)	(496,011.55)	(20,392.27)	4.29%
281	· Rental units - CM	1,234,531.07	1,234,531.07	0.00	0.0%
282	· Accumulated depreciation - CM	(343,103.95)	(383,646.33)	(40,542.38)	11.82%
283	· Rental Units - WH	1,897,659.39	1,898,269.39	610.00	0.03%
284	· Accumulated Depreciation -WH	(376,348.28)	(440,018.24)	(63,669.96)	16.92%
287	· Land - Wooster Lane	33,206.00	33,206.00	0.00	0.0%
288	· Land - Centre Place	105,589.50	105,589.50	0.00	0.0%
291	· Land - Belding	55,000.00	0.00	(55,000.00)	(100.0%)
293	· Land - Riverview	630,117.60	630,117.60	0.00	0.0%
294	· Rental Units - Ctr.	1,392,837.07	1,392,837.07	0.00	0.0%
295	· Accum Depr-Rental Units-Ctr.	(26,985.56)	(91,558.27)	(64,572.71)	239.29%
296	· Accumulated Depreciation - Othe	0.00	(15,189.56)	(15,189.56)	(100.0%)
Total Fixed Assets		5,718,063.43	5,320,494.21	(397,569.22)	(6.95%)
TOTAL ASSETS		6,656,825.35	5,603,629.31	(1,053,196.04)	(15.82%)
LIABILITIES & EQUITY					
Liabilities					

COMMUNITY HOUSING & RESOURCES, INC.
Balance Sheet Prev Year Comparison

		As of March 31, 2012			
		Mar 31, 11	Mar 31, 12	\$ Change	% Change
Current Liabilities					
Accounts Payable					
	402 · Accounts payable	240,015.19	87,819.59	(152,195.60)	(63.41%)
	Total Accounts Payable	240,015.19	87,819.59	(152,195.60)	(63.41%)
Other Current Liabilities					
Payroll Liabilities					
	404 · Vacation accrual	0.00	6,237.57	6,237.57	100.0%
	412 · Sick time accrual	0.00	5,247.21	5,247.21	100.0%
	Total Payroll Liabilities	0.00	11,484.78	11,484.78	100.0%
	401 · Prepaid Rent	427.75	0.00	(427.75)	(100.0%)
	403 · Fed & State unempl. payable	812.93	1,787.03	974.10	119.83%
	406 · Payroll taxes payable	954.42	(430.95)	(1,385.37)	(145.15%)
	408 · Accrued interest payable	712.81	0.00	(712.81)	(100.0%)
	409 · Simple IRA Payable	1,210.47	0.00	(1,210.47)	(100.0%)
	411 · Due to Ground Lease	373.86	0.00	(373.86)	(100.0%)
	419 · Security deposits	41,224.71	36,980.00	(4,244.71)	(10.3%)
	421 · LOC Centre Place 51900092	70,787.78	0.00	(70,787.78)	(100.0%)
	430 · NP-1st Insurance Funding 368.15	828.24	0.00	(828.24)	(100.0%)
	433 · NP-1st Insurance Fund 3399.12	13,893.20	0.00	(13,893.20)	(100.0%)
	434 · N/P - Copier	3,638.00	1,966.02	(1,671.98)	(45.96%)
	503 · Loan pay - private Donor	0.00	25,000.00	25,000.00	100.0%
	545 · Deferred Income-City of Sanibel	(0.01)	(0.05)	(0.04)	400.0%
	Total Other Current Liabilities	134,864.16	76,786.83	(58,077.33)	(43.06%)
	Total Current Liabilities	374,879.35	164,606.42	(210,272.93)	(56.09%)
Long Term Liabilities					
	504 · Loan payable - Riverview	784,544.29	774,561.99	(9,982.30)	(1.27%)
	505 · Loan Payable - Centre Place	1,565,366.81	904,381.79	(660,985.02)	(42.23%)
	506 · LEO Appreciation Liability	0.00	38,933.00	38,933.00	100.0%

COMMUNITY HOUSING & RESOURCES, INC.
Balance Sheet Prev Year Comparison

		As of March 31, 2012			
		Mar 31, 11	Mar 31, 12	\$ Change	% Change
	540 · Deferred Income - Centre Place	2,500.00	0.00	(2,500.00)	(100.0%)
	Total Long Term Liabilities	2,352,411.10	1,717,876.78	(634,534.32)	(26.97%)
	Total Liabilities	2,727,290.45	1,882,483.20	(844,807.25)	(30.98%)
	Equity				
	558 · Net assets, beginning of year	4,083,527.88	3,910,187.49	(173,340.39)	(4.25%)
	559 · Prior Period Adjustment	0.00	3,523.54	3,523.54	100.0%
	Net Income	(153,992.98)	(192,564.92)	(38,571.94)	25.05%
	Total Equity	3,929,534.90	3,721,146.11	(208,388.79)	(5.3%)
	TOTAL LIABILITIES & EQUITY	6,656,825.35	5,603,629.31	(1,053,196.04)	(15.82%)

April 6, 2012

Dear Doug:

I would like to thank you once again for the charts and analysis you prepared for the GEPB meeting on April 5th. I feel the meeting was informative and allowed the Trustees to make prudent decisions for the betterment of the plan.

During the meeting, the Board agreed to two plan changes effective with the 2012 valuation.

- 1) Eliminate smoothing and value the assets at market value.
- 2) Reduce the payment period for all components of the UAAL to no more than 10 years.

Once incorporating these changes, the Board requests that you provide an updated analysis that illustrates the effect of reducing the current investment return assumption rate from 7.5% to 6.75% in quarter-point increments. This schedule should be similar in format and content to the analysis you provided on February 3rd. Additionally, please assume that any incremental UAAL created from this rate change is immediately funded, therefore, does not negatively impact the UAAL.

Lastly, while the Board is interested in understanding the effect of reducing the investment return assumption rate, the actual investment target return remains 7.5% - which will inherently create realized gains. Please provide a twenty-year projection of the Plan's expected GASB 25 funded ratio illustrating this impact.

Please don't hesitate to call me if further clarification is necessary OR if you feel my request is not consistent with the expectation of the Board. Also, would it be possible to have this new information available by Friday, May 4th? Please let me know if this is reasonable.

Thanks again for your guidance and professional advice. I look forward to hearing from you.

Kind Regards,

Doug Congress

City of Sanibel
Natural Resources Department

Memorandum

April 23, 2012

TO: Rob Loflin, Natural Resources Director

FROM: Holly Downing, Environmental Specialist

RE: Final Report: Community-Based Restoration of Oyster Habitat in Clam Bayou

The restoration of Clam Bayou has been a priority for both the City and the Sanibel Captiva Conservation Foundation's (SCCF) Marine Laboratory for many years. From 2000-2005, without a tidal connection, Clam Bayou routinely suffered from seasonal flooding, fish kills, algae blooms, poor water quality, and hypersalinity. In 2004, Hurricane Charley caused further devastation. Restoration of the system began in earnest in 2006. The City received several grants totaling \$375,000 to install of a culvert beneath Sanibel-Captiva Road and restore a tidal connection to the Gulf of Mexico through Pine Island Sound. Once complete, the SCCF Marine Lab initiated several efforts to "jump-start" the recovery of the Bayou's mangrove forests.

Since 2009, the City's Natural Resources Department has partnered with SCCF on two grant-funded projects to restore oyster habitat in Clam Bayou. Both grants were part of NOAA's Community-Based Partnership Program, one in coordination with the National Association of Counties (NACo) and the other with The Nature Conservancy (TNC). The City of Sanibel was included as a partner in both projects, providing in-kind contributions of staff time (Natural Resources and Public Works), permitting assistance, and equipment.

As noted in the accompanying final report and fact sheet, these two projects have engaged more than 1,300 volunteers contributing 2,800 hours, and resulted in the placement of over 100 tons of fossil shell into Clam Bayou. Bags of fossil shell were arranged into five distinct reefs, totaling 761 m² of habitat. After one year, all five reefs met success criteria for density, growth, recruitment, and resident reef community development. These reefs also removed 13-44% of chlorophyll a from the adjacent water column, suggesting that the reefs were providing valuable ecosystem services (habitat and water quality improvement) in as little as one-year post reef construction.

The entire final report "Community-Based Restoration Of Oyster Habitat: A Project to Evaluate Its Success, Associated Effects on Water Quality and Seagrass Health in a

Recently Modified, Substrate-Limited Southwestern Florida Embayment" is available on the City's website at http://www.mysanibel.us/council/agendas/Final_SCCF_Clam_Bayou_TNC_3_13_12.pdf.



CLAM BAYOU

Oyster Reef Restoration Project

Marine Laboratory



The Nature Conservancy
Protecting nature. Preserving life.™



Native Reef Restoration on a SW Florida Barrier Island

Background

Native oysters (*Crassostrea virginica*) are a foundational species in the subtropical ecosystems of Southwest Florida. They are prolific in intertidal reefs and below the red mangrove (*Rhizophora mangle*) fringe. Numerous shell middens found throughout the barrier islands of Charlotte Harbor are evidence of the long history of shellfish consumption by the Calusa Indians. Oysters have always been important to the fishing folklore of Sanibel since its habitation by people in the early 20th century.

The global losses of oyster reefs (TNC reefs at risk) to overharvesting and water quality degradation has prompted oyster restoration projects. While recreational harvest is no longer permitted in Charlotte Harbor, people recognize that oyster reef declines in the region have affected the overall health of the barrier island ecosystem.

Oyster Reef Restoration Project

Sanibel Island, Lee County, Florida, is the site of the oyster reef restoration within the boundary of the Charlotte Harbor National Estuary Program (CHNEP) and immediately adjacent to the J.N. "Ding" Darling National Wildlife Refuge (NWR). Clam Bayou includes over 235 acres of public parks (Silver Key and Bowman's Beach Regional Park) and 14 miles of mangrove shoreline (12 miles publicly- and 2 miles privately-owned).

Clam Bayou was connected to the Gulf of Mexico and Pine Island Sound through natural flow-ways. Storm events (hurricanes) and human activities isolated this water-body from natural tidal exchange and resulted in the degradation of mangrove, seagrass and oyster reef habitats (estimated loss of 150 acres of mangroves, 20 acres of oyster habitat, and 120 acres of seagrass). In 2006, a culvert was built to re-introduce tidal flushing.

Sampling units with fossil shell were used to monitor reef development at constructed reefs and compared to nearby natural reefs (above)

Importance of oyster reefs

- Oysters filter large quantities of water, removing algae, nutrients and sediments.
- Oysters were once abundant in many of the island's bayous; the remnants of these reefs can still be seen.
- Restoration of flows in 2006 allowed for more natural tidal levels and associated salinities, and access for manatees and other mobile species.
- By adding substrate at the appropriate tidal height we are enhancing settlement sites for oysters, increasing brood stock, as well as feeding/nursery sites for numerous finfish, invertebrates, birds, and mammals.

Research and Monitoring

Oyster reefs were constructed at suitable sites adjacent to seagrass habitats to improve water quality (clarity) and expand shallow fringing seagrass communities. *In situ* fluorometry by Dr. R. Grizzle were used to calculate uptake rates on constructed reefs. Trimble GPS surveys were done and maps prepared to define the 5 reef footprints and areas. We will be monitoring water quality, seagrasses, oysters and the associated organisms within restored and adjacent natural areas.

The project also deployed recruitment sampling units in Clam Bayou, Tarpon Bay, Pine Island Sound and San Carlos Bay to assess oyster recruitment and constructed reef progress at sites with a variety of salinity ranges and larval abundances. Oyster densities ($>50 \text{ m}^{-2}$), size frequency distributions, invertebrate reef resident diversity (> 10 species), and relief ($> 5 \text{ cm}$) of the constructed reefs were used to determine success (TNC restoration evaluation guidelines)



Measuring oyster shell height.



Oyster spat growing through the bags.

Outcome (TNC/NOAA efforts)

Metric	Goal	Actual (2012)
Reef Area (m^2)	400	637
Recruitment (oysters $\text{m}^2 \text{ yr}^{-1}$)	50	137
Growth Rate (mm day^{-1})	Positive	0.1
Resident Species	>10 percent reduction in chl a	14
Water Quality Improvement	m above sediment	18%
Reef Relief	volunteers	0.100
Community Involvement	hours	383
Community Involvement		798



A juvenile stone crab residing in the shell bags at TNC-1



A wading bird forages on the constructed TNC-2 reef in Clam Bayou

How You Can Help

The Sanibel-Captiva Conservation Foundation has annual membership and fund drives. Volunteer events are continuing in Clam Bayou and elsewhere on and around Sanibel. SCCF has started a oyster shell recycling program with area restaurants to build more reefs in the future. Prioritization of shellfish restoration sites has started through the CHNEP Shellfish Restoration Plan and continued collaboration with the Bailey-Matthew Shell Museum. For more information contact the SCCF Marine Laboratory (239) 395-4617, or stop in when you are visiting Sanibel Island

The National Partnership between the NOAA Community-based Restoration Program and The Nature Conservancy implements innovative conservation activities that benefit marine, estuarine and riparian habitats across the United States. The NOAA Restoration Center has worked with community organizations to support locally-driven projects that provide strong on-the-ground habitat restoration components that offer educational and social benefits for people and their communities, as well as long-term ecological benefits.

Working Together

This effort is a collaborative effort between The Sanibel Captiva Conservation Foundation's (SCCF) Marine Laboratory, the City of Sanibel, the University of New Hampshire, Lee County and numerous volunteers and stake holders living around Clam Bayou. A related SCCF project funded by NOAA and the National Association of Counties (NACo) enhanced mangroves, seagrass and oysters in Clam Bayou.

Since October 2009, the overall Clam Bayou restoration has engaged more than 1,300 volunteers contributing 2,800 hours, and placed over 100 tons of fossil shell into Clam Bayou.



Join us for a Restoration Volunteer Event!

The mission of The Nature Conservancy is to preserve the plants, animals, and natural communities that represent the diversity of life on Earth by protecting the lands and waters they need to survive.

CITY OF SANIBEL

RESOLUTION 12-039

A RESOLUTION AMENDING RESOLUTION 98-189, AS AMENDED, WHICH ESTABLISHED A POLICY FOR CONSIDERATION, BY THE CITY COUNCIL, OF REQUESTS FOR CERTAIN PUBLIC IMPROVEMENTS TO BE FINANCED BY SPECIAL ASSESSMENTS ON SPECIALLY BENEFITED PROPERTIES; AMENDING THE MINIMUM APPROVAL REQUIREMENT OF TWO-THIRDS (2/3) OF PARCEL OWNERS TO AT LEAST SIXTY PERCENT (60%) OF PARCEL OWNERS ONLY FOR STREET PAVING SPECIAL ASSESSMENT PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the home rule provisions of the Florida Constitution permit municipalities to make qualified public improvements and to finance them through special assessments on specifically benefiting properties; and

WHEREAS, Florida Statutes, Chapter 170, specifically authorizes cities to provide for the construction, reconstruction, repair, paving, repaving, hard surfacing, rehard surfacing, widening, guttering, and draining of streets; to construct reconstruct, repair, renovate, excavate, grade, stabilize, and upgrade swales, culverts, canals, and other drainage facilities; to provide for other public improvements; and to pay all or any part of the costs of any such improvement by levying and collecting special assessments on the abutting, adjoining, contiguous, or other specifically benefited properties; and sets forth procedures and requirements for specially assessing the cost of such projects; and

WHEREAS, other provisions of general law allow for financing public improvements by special assessments; and

WHEREAS, the City of Sanibel may specially assess for any public improvement, but particularly for public improvements which meet certain criteria and are not scheduled or budgeted for the immediate future when the majority of the benefited property owners are willing to pay for such improvements through special assessments; and

WHEREAS, the City Council wishes to amend its general policy as set forth in Resolution 98-189, as previously amended by Resolutions 10-068 and 11-091, for the consideration of requests for certain public improvements to be financed through special assessments; and

WHEREAS, the City Council finds it appropriate to require that at least sixty percent (60%) of the parcel owners in a street paving assessment district project sign a petition requesting such improvements, rather than two-thirds (2/3) of such parcel owners;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sanibel, Florida, that City of Sanibel Resolution No. 98-189 be amended, with underlined language indicating additions and ~~strike-through~~ language indicating deletions as follows:

SECTION 1. The City Council shall consider the advisability and feasibility of making certain types of public improvements and financing the cost of such improvements through special assessments on the benefited properties when presented with a petition requesting the improvements signed by the owners of at least 50% (by acreage) or 80% (by parcels) of the properties to be specially benefited by such improvements, with the exception of:

- (A) Canal dredging improvements which shall be presented by petition requesting such improvements signed by the owners of at least 51% (by parcel) of the properties to be specially benefited by such improvements; and
- (B) Street paving improvements which shall be presented by petition requesting such improvements signed by the owners of at least ~~two-thirds (2/3)~~ sixty percent (60%) (by parcel) of the properties to be specially benefited by such improvements, with such petition containing the following information:
 - a. A general description of the public improvements requested; and
 - b. A list of the properties, and the owners, which will be specially benefited by such public improvement.

SECTION 2. The City Council will consider the possibility and advisability of acquiring privately-owned streets, rights-of-way, and canals, and of improving such streets, rights-of-way and canals to City standards and funding such improvements by special assessments, whenever presented with a petition as described in Section 1 above, but also including an offer by the owners of 85% (by acreage) of the private street, right-of-way, or canal to deed their interest in such street or canal to the City, without payment, and a statement of the City's Public Works Director identifying necessary improvements. In such case, if the remaining owners are unwilling to deed their interest therein to the City, the City Council will consider the advisability of a negotiated purchase or the institution of eminent domain proceedings to acquire such portion of the street, right-of-way, or canal, as part of the project cost.

SECTION 3. The City Council will consider the advisability and feasibility of localized drainage projects for special assessment based upon a petition meeting the requirements of Section 1 of this Resolution. Localized drainage projects are those which are large enough to require a contractor, but receive less than 50% of runoff from collector or arterial roads, as depicted on the Existing Traffic Circulation Map of the Sanibel Plan.

SECTION 4. The City's share of the public improvement cost is established at the special assessment hearing and will be based upon a determination that the assessment is fairly apportioned between the public and the benefiting properties.

SECTION 5. All costs and expenses of the improvement project, whether in-house or contractual, will be included in the total cost calculation of the project. Such costs include, without limitation, administrative, legal, title, land acquisition, engineering, financing and construction costs.

SECTION 6. As a general guideline, the public share of street projects, canal dredging projects and drainage projects will be 1/3 of the total costs and expenses of this project. This is not in any way binding, and will be considered at the time of the special assessment hearing.

SECTION 7. The City Council will consider the advisability and feasibility of beach nourishment or renourishment projects for special assessment, in accordance with its beach management plan and based upon a petition meeting the requirements of Section 1 of this Resolution. However, the extent of City participation, if any, will be based upon an economic benefit analysis to be conducted in conjunction with the special assessment process.

SECTION 8. Wastewater projects are not included in this Resolution. They are covered by the City's wastewater master plan and ordinances, and by special assessment resolutions pertaining to wastewater.

SECTION 9. Any other special assessment projects not specified in this Resolution will be considered on a case-by-case basis by the Council.

SECTION 10. Resolution 98-189 is hereby amended.

SECTION 11. Effective Date.

This resolution shall take effect immediately upon adoption.


DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida
this 1st day of May, 2012.

AUTHENTICATION:


Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:



Kenneth B. Cuyler, City Attorney



Date

Vote of Council Members:

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

**NATURAL RESOURCES DEPARTMENT
MEMORANDUM**

DATE: April 18, 2012

TO: City Manager Judie Zimomra

FROM: Natural Resources Director Robert K. Loflin Ph.D.

RE: Environmental assessment of John W. McDonald vacant lots adjacent to Tarpon Bay Rd.

This site assessment was completed on April 12, 2012 and includes the lots owned by John W. McDonald on the attached map. This property is located alongside Tarpon Bay Road and was platted as part of the Sanibel Gardens Subdivision which was originally predominantly freshwater wetlands. The property is located within the Interior Wetland Conservation District. The eastern approximately 2/3 of the lots, including the portion adjacent to Tarpon Bay Rd., can be described as extremely degraded transitional wetlands. This is due to a major man-made ditch, which runs north-south, originating just north of the currently vacant restaurant building and continuing north bifurcating all of the road frontage lots. This ditch is wide and deep and still retained standing water despite the drought at the time of inspection. In constructing the ditch, the builders left a continuous series of spoil piles averaging approximately 10-12' in height on both sides. These spoil piles are vegetated mostly with large Australian pines. According to the Public Works Dept., this ditch is not part of the City's retention or drainage program.

The remaining approximately 1/3 of the property on its western border, west of the ditch and double line of spoil piles, is in relatively natural condition, including a mix of upland and wetland species, and dominated by buttonwood. Brazilian pepper has been removed from most of the property, except for several large trees located in its northwestern corner.

To utilize this property for any development purpose (according to the Planning Dept. it has one residential unit of density), or to restore it for the purpose of environmental conservation and wildlife habitat, major tree removal and earth moving must be done. The Australian pines must be removed from the spoil piles on both sides of the ditch (est. cost \$30-40k), and the spoil piles including the Australian pine stumps must be pushed back into the ditch by bulldozer with the site then re-graded flat (est. cost \$70-90k) and re-vegetated with native species (est. cost \$20k; site prep/restoration cost est. total \$120-150k, not including engineering, permitting or mitigation costs).



Preliminary – For Discussion Only

Preliminary Zoning Analysis of Three Vacant Parcels of Land in Sanibel Gardens

Prepared by the Planning Department
On April 12, 2012

The three separate vacant parcels of land that are the subject of this analysis are currently held under common ownership by John McDonald. The subject parcels of land consist of the following lots (see attached map) located within Block 22 of Sanibel Gardens Subdivision:

- **Parcel 1:** Lots 1, 2, 4, 5, 6, 18, 19, and 20;
- **Parcel 2:** Lot 3; and
- **Parcel 3:** Lot 17.

Pursuant to Land Development Code Section. 86-92. Existing parcels, (a) Regardless of the permitted residential density and the required minimum lot size for any zone, a single-family dwelling may be constructed on any vacant parcel, or assembly of adjoining parcels, which meets any of the following classifications:

(1) Any vacant parcel that was not in common ownership with any adjoining property on December 1, 1975; provided, however, that such parcel contains an area of at least:

- a. Mid-island ridge: 10,000 square feet.
- b. Altered land: 10,000 square feet.
- c. Upland wetlands: 15,000 square feet.
- d. A gulf beach ridge: 20,000 square feet.
- e. Lowland wetlands: 20,000 square feet.
- f. Blind Pass: 20,000 square feet.
- g. Mangrove forest zone: 5 acres.

And as long as each such parcel has the minimum land area set forth remaining after excluding any roads, rights-of-way and open bodies of water (measured to mean high water line) which are within the parcel's boundaries.

(2) Any contiguous combination of vacant parcels that were not in common ownership with any adjoining properties on December 1, 1975, provided the minimum area requirement specified in this subsection (a) is met.

According to the 1976 Lee County Tax Rolls the owners of record for the three subject parcels were identified below as follows:

- Lee County, was the owner of Parcel 1,
- Marion M. Cromwell Sr., was the owner of Parcel 2; and
- G. and Joan Ashworth were the owners of Parcel 3.

Each of the three parcels of land is located in the Upland Wetlands Ecological Zone. To qualify for a single family dwelling, under the existing parcel provisions of LDC Section 86-93, each parcel must contain at least 15,000 S.F:

- **Parcel 1** is approximately 37,450 S.F. and qualifies for 1 dwelling unit as it meets the 15,000 SF minimum lot size requirement of the Code;
- **Parcel 2** is approximately 7,350 S.F. and does not qualify for 1 dwelling unit as this parcel does not meet the 15,000 SF minimum lot size requirement of the Code; and
- **Parcel 3** is approximately 7,000 S.F. and does not qualify for 1 dwelling unit as this parcel also does not meet the 15,000 SF minimum lot size requirement of the Code.

Also according to the Development Intensity Map the assigned residential density for the subject three parcels is .1 or 1 dwelling unit per 10 acres. Consolidation of the three parcels of land results in a total of 1.18 acres.

These three parcels are also located within the Interior Wetlands Conservation District. Pursuant to Land Development Code (LDC) Section 126-551, to the extent that any other regulations and restrictions of the LDC conflicts with the standards of the Interior Wetlands Conservation District, the provisions of the Interior Wetlands Conservation District shall control.

Summary of Permitted Uses in the Interior Wetlands Conservation District

- Single-family, duplex, or multifamily (except in the lowland wetlands zone) residential developments in accordance with section 86-91 or section 86-92 and the standards of this article;

provided, however, that:

- Multifamily development shall be limited to no more than four dwelling units in any structure;
 - Multifamily structures shall contain no more than two living floors above the base flood elevation;
 - No multifamily structure shall be closer than 40 feet to any other structure; and
 - Multifamily development shall not have the appearance of densely developed urban structures through excessive mass, bulk, or repetition of design features.
-
- Wastewater Treatment Facilities
 - Construction of Sedimentation or Erosion Control Structures
 - Agricultural uses as a commercial nursery for native vegetation or noncompeting exotics, beekeeping, and noncommercial gardening
 - Passive recreation
 - Public and publicly regulated utilities, including the digging of wells to provide potable water
 - Institutional and special uses, except in the lowland wetlands ecological zone
 - Educational facilities, including workshops, laboratories and observation structures for the study of wildlife, conservation or ecology.

Applicable Development Standards for Wetlands Conservation Lands within Sanibel Gardens.... (LDC 126-557 (1))

- Placement of fill shall not exceed 20 percent of the gross area of The parcel proposed for development or 5,000 square feet, whichever is less, nor shall fill be permitted to an elevation higher than two feet above the average existing grade under predevelopment conditions....
- Where roads are filled within existing rights-of-way, they shall contain a sufficient number of culverts or be reconstructed to allow for the passage of water flows that will maintain the natural hydrologic regime from low to high water flows.
- All development shall be in compliance with the requirements of subsections 125-557(a) (4), (a) (8), through (a) (13), (a) (17) and (a) (20) of the Development Standards for Wetlands Conservation

Lands.

Article IX. Interior Wetlands Conservation District, Land Development Code Section 126-560 Undevelopable lands states that

"If any wetlands conservation lands are undevelopable for even a single dwelling unit or other beneficial use because of the requirements and limitations of this article, the owner of such lands may apply for such amendments to the Sanibel Plan and of sections 78-1 through 78-11; chapter 86; chapter 94; chapter 98; chapter 106; chapter 110; chapter 118; chapter 122; and articles II through XV of this chapter as are necessary to permit the development of one dwelling unit or other beneficial use thereon, upon such terms and conditions as the city council deems reasonably necessary to accomplish the objectives of this article insofar as possible. If such amendments are denied, the city shall, within six months thereafter, purchase the lands from the owner. The purchase price shall be, in the discretion of the city council, either in the form of a cash payment equal to the fair market value of the undevelopable lands as determined by a qualified appraiser mutually chosen by the city and the landowner, or in the form of transferable development rights pursuant to any program which might be adopted by the city council by ordinance for the issuance, transfer and use of such rights."

Note: *There are no qualifying provisions under Land Development Code Section 126-560 which would require the City to purchase either Parcels 2 or, as neither lot qualifies for a dwelling unit since each lot fails to meet the 15,000 S.F. minimum lot size requirements of Land Development Code Section 86-92 Existing Parcels*

Environmentally Sensitive Lands Conservation Districts

The subject three parcels are adjacent to City owned lands within the Environmentally Sensitive Lands Conservation District. These are lands which have been purchased by the city with funds from the environmentally sensitive lands acquisition program that are included in the environmentally sensitive lands conservation district. The Environmentally Sensitive Lands Conservation District was established for environmentally sensitive lands owned and managed for conservation purposes, as described in the Sanibel Plan

Addition of lands to the district. Land may be added to the environmentally sensitive lands conservation district by amendment to the environmentally sensitive lands conservation district map in accordance with procedures established in sections 78-12 through 78-15; chapter 82; and sections 90-3 through 90-5. However, to ensure compliance with the Sanibel Plan, all lands purchased by

the city with funds from the environmentally sensitive lands acquisition program shall automatically be included in the environmentally sensitive lands conservation district, effective upon closing of the purchase.

Removal of lands from the district. Land may be removed from the environmentally sensitive lands conservation district by amendment to the environmentally sensitive lands conservation district map

LDC Sec. 126-587. - Permitted uses.

The following uses and structures, along with appropriate accessory uses and structures, shall be the only permitted uses and structures, in the environmentally sensitive lands conservation district, regardless of the zone district in which they are located:

- (1) Preservation and conservation of environmentally sensitive lands, including restoration, enhancement and maintenance of these natural resources.
- (2) Passive recreation.
- (3) Surface water management facilities.
- (4) Minor public and publicly regulated utilities, primarily for transmission.
- (5) Educational facilities, including workshops, laboratories, and observation structures, for the study of wildlife, conservation or ecology.
- (6) Normal and incidental accessory uses, such as parking to accommodate permitted uses.

Sec. 126-588. - Development standards.

The following development standards shall control development on all lands in the environmentally sensitive lands conservation district:

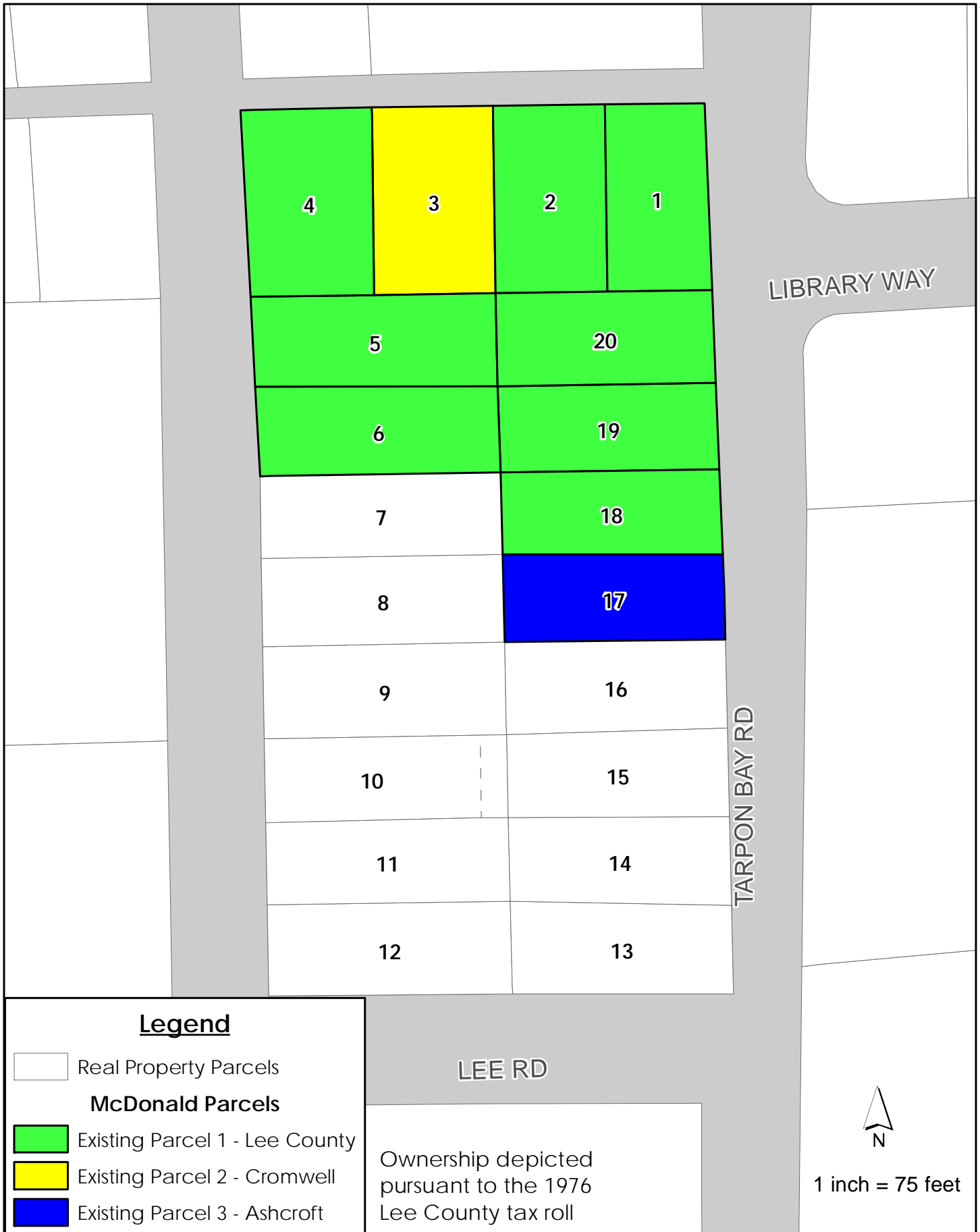
- (1) Site alteration and development activities shall not decrease the water storage capacity or adversely impact the hydrologic regime of the wetlands.
- (2) Disturbance of native vegetation shall be limited to the minimum

necessary for the development or site alteration activity.

Sec. 3.10.1. - Environmentally Sensitive Lands Conservation District.

- a. The Environmentally Sensitive Lands Conservation District, established through appropriate legislation, shall continue in existence in perpetuity, and the lands contained therein shall be kept forever wild, consistent with Sanibel's designation as a sanctuary for wildlife and for humans who wish to experience nature in its indigenous beauty and diversity, free of disruptive human activity. Actions to restore and maintain the ecological integrity of degraded or stressed habitats, on the other hand, are consonant with the purposes of said District.

- b. Actions by the City to sell, exchange, donate, or otherwise alienate City-owned land, or any interest therein, or public rights-of-way within the Environmentally Sensitive Lands Conservation District; to remove any land, public or private, from said district; or to abolish the district, may be taken by the City only by affirmative vote of a majority of the electors at a referendum called for that purpose.



McDonald Property: "Existing Parcels" as per L. D. C. Section 86-92
 Parcel features from Lee County Property Appraiser labeled as per plat of Sanibel Gardens Unit 3
 Map prepared April 24, 2012 by the Planning Department

**CITY OF SANIBEL
LEGAL DEPARTMENT**



MEMORANDUM

TO: Members of City Council

FROM: Kenneth B. Cuyler *KBC*
City Attorney

DATE: March 28, 2012

RE: Offer to Sell Property Located Adjacent to and West of Tarpon Bay Road,
South of Sanibel-Captiva Road and North of the Unoccupied Former
Restaurant Property (Map Attached)

Sanibel Gardens Unit 3, Block 22 is west of and adjacent to Tarpon Bay Road just north of the U.S. Post Office. Block 22 is composed of 20 lots which are owned as follows:

- (a) Lots 1, 2, 3, 4, 5, 6, 17, 18, 19 and 20 – MCD 1201 Ltd (denoted in yellow on the attached map);
- (b) Lots 7, 8 and 9 – City of Sanibel (denoted in green on the attached map);
- (c) Lots 10, 11 and 12 – SCCF (denoted in orange on the attached map); and
- (d) Lots 13, 14, 15 and 16 – P. Berger Holdings, LLC (denoted in pink on the attached map) (note: this is the unoccupied former restaurant property).

The map also denotes the U.S. Post Office property in blue and additional surrounding City of Sanibel owned property (conservation property) which is also denoted in green.

John W. McDonald recently contacted the City Attorney's office and met with me regarding property owned by MCD 1202 Ltd. Mr. McDonald has been advised by the City of Sanibel Planning Department that he is entitled to one dwelling unit on the property and Mr. McDonald has indicated that his plans would be to sell the property as a residential parcel or to construct a single-family dwelling on the property. However, prior to investing additional money in the parcel, he indicated that he would like to first offer the property for sale to the City of Sanibel and he indicated to me that his offering price would be \$250,000, which would include his original purchase price and additional money that he has invested in the property (exotics removal, etc.). Mr. McDonald indicated to me that he was willing to attend the City Council meeting on April 3, 2012 and would be available to answer any questions asked of him regarding the property and the offer to sell.

This matter is being brought to the City Council for Council's review and consideration.

KBC/jg

**cc: Judie A. Zimomra, City Manager
Rob Loflin, Natural Resources Director
James Jordan, Planning Director
Pamela Smith, City Clerk**

- DENOTES MCDONALD PROPERTY
- DENOTES CITY OWNED PROPERTY
- DENOTES UNOCCUPIED FORMER RESTAURANT PROPERTY
- DENOTES SCCF PROPERTY
- DENOTES POST OFFICE PROPERTY



Sanibel Gardens Unit 3 Block 22 Property Tax History
MCD 1202 LTD
Knightsbridge Company
John W. McDonald

Property Tax History		Current Value	2011	2010	2009	2008	2007	2006	2005
Lots 1 + 2 + Lots 18 thru 20	26-46-22-T1-00222.0010	75,000	\$1,244.71	\$1,275.73	\$1,232.46	\$1,172.25	\$1,413.03	\$1,490.42	\$ 454.10
Lot 3	26-46-22-T1-00222.0030	15,000	\$ 248.95	\$ 255.15	\$ 246.49	\$ 234.44	\$ 282.60	\$ 298.07	\$ 90.83
Lots 4 thru 6	26-46-22-T1-00222.0040	45,000	\$ 746.82	\$ 765.44	\$ 739.44	\$ 703.32	\$ 847.83	\$ 894.24	\$ 272.46
Lot 17	26-46-22-T1-00222.0170	5,000	\$ 82.98	\$ 85.05	\$ 82.18	\$ 78.17	\$ 78.52	\$ 66.25	\$ 72.65
			\$2,323.46	\$2,381.37	\$2,300.57	\$2,188.18	\$2,621.98	\$2,748.98	\$ 890.04

Pamela Smith

From: Eric Pfeifer <Eric@pfeiferrealtygroup.com>
Sent: Wednesday, April 25, 2012 9:41 AM
To: Julia K. Guernsey; Pamela Smith
Cc: Ken Cuyler
Subject: RE: Update on Tarpon Bay Property

Julia, Ken & Pamela,

I am sorry for the delay. Fortunately, I have been very busy this season. Having said that, I have been busy selling houses while vacant lots have not been selling. The lots that have sold have been in only the most desirable locations. Due to the fact that the single family house prices have been declining, it is cheaper to buy an existing home and remodel it vs. build a new home.

Mr. McDonald bought four parcels for a total of \$180,000 (or \$200,000??) in 2004. Based on sales over the last eight years, the values have DECREASED overall since then. It is very difficult to determine a percentage decrease since most of the remaining parcels are less desirable (not good comparable lots) as we approach build out.

Going back to 1/1/10, there have been only five comparable lots sold:

http://www.sancapmls.com/san/maildoc/pfee_1335360508-Apr-25-2012-9_28_28am.html

Based on these sales, I would estimate the value of the assembled parcel would be in the very low \$100's or less. This is not a desirable residential location.

The Lee County assessed value is \$140,000, but this is high mostly based on the last sales price.

If the drainage ditch runs through the center of the property, and the Planning Department requires setbacks from the "open body of water", then the lot may be worthless.

If the City allowed a variance for commercial rezoning (highly doubtful), the value could be significantly higher.

My recommendation is to work a deal where SCCF buys it for some cash and naming rights for the seller based on a donation.

Sincerely,

Eric Pfeifer, CRS, GRI, CIPS

Broker-Owner

Pfeifer Realty Group, LLC

Sanibel & Captiva Islands

Office: 239-472-0004

Fax: 239-210-3356

www.PfeiferRealtyGroup.com

From: Julia K. Guernsey [<mailto:Julia.Guernsey@mysanibel.com>]

Sent: Friday, April 13, 2012 9:01 AM

To: Eric Pfeifer

Cc: Ken Cuyler

Subject: Update on Tarpon Bay Property

Good Morning Eric:

Just wanted to give you an update on the property. Our Natural Resources Director, Dr. Rob Loflin, walked and inspected the property and apparently there is a drainage ditch that runs through the middle of the property with spoil piles next to it. We were made aware of this late yesterday. We do not know whether this is a factor in your evaluation but wanted you to be aware of the facts that we receive.

Thanks.

Julia Guernsey

Paralegal

City of Sanibel

800 Dunlop Road

Sanibel, FL 33957

239-472-4359 Phone

239-472-2127 Fax

City Website: www.mysanibel.com

Email Address: Julia.guernsey@mysanibel.com

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the City of Sanibel regarding business are public records available to the public and media upon request. Your e-mail communications, including your e-mail address, may be subject to public disclosure.

Pamela Smith

From: Hall, Jim <jhall@viprealty.com>
Sent: Monday, April 23, 2012 10:27 AM
To: Julia K. Guernsey
Subject: RE: Tarpon Bay Property

Dear Julia,

Per your request I have reviewed the information on the Tarpon Bay property. Based on lots currently for sale, under contract and recently sold my suggestion of an asking price would be \$219,000. Please contact me if you need any additional information.

Best regards,
Jim

Jim Hall
Managing Partner
VIP Realty Group
Sanibel, Florida

O 239.472.5187 x215
C 239.850.3344
F 239.437.7526

From: Julia K. Guernsey [<mailto:Julia.Guernsey@mysanibel.com>]
Sent: Monday, April 23, 2012 8:08 AM
To: Hall, Jim
Subject: RE: Tarpon Bay Property

Thank you so much....I will advise Mr. Cuyler.

Julia

From: Hall, Jim [<mailto:jhall@viprealty.com>]
Sent: Saturday, April 21, 2012 12:38 PM
To: Julia K. Guernsey
Subject: RE: Tarpon Bay Property

Will do.

From: Julia K. Guernsey [<mailto:Julia.Guernsey@mysanibel.com>]
Sent: Friday, April 20, 2012 3:40 PM
To: Hall, Jim
Subject: Tarpon Bay Property

Good Afternoon Jim:

I was just following up on our phone call last week on the property located on Tarpon Bay and a phone message I left with your office today. This is an item for the May 1st agenda, however, the

agenda deadline is actually next Tuesday for our City Clerk. Any information you have collected from what I previously emailed you would be greatly appreciated by next Tuesday.

Thanks so much for your assistance.

Julia Guernsey

Paralegal

City of Sanibel

800 Dunlop Road

Sanibel, FL 33957

239-472-4359 Phone

239-472-2127 Fax

City Website: www.mysanibel.com

Email Address: Julia.guernsey@mysanibel.com

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the City of Sanibel regarding business are public records available to the public and media upon request. Your e-mail communications, including your e-mail address, may be subject to public disclosure.

Pamela Smith

From: John McDonald <jmac0914@me.com>
Sent: Wednesday, April 11, 2012 2:35 PM
To: Julia K. Guernsey
Subject: Re: Tarpon Bay Property

Sorry, no I don't have an appraisal.

On Apr 11, 2012, at 2:32 PM, "Julia K. Guernsey" <Julia.Guernsey@mysanibel.com> wrote:

Mr. McDonald:

Ken Cuyler asked me to email you to find out if you had a copy of an appraisal for the property?

Thanks.

Julia Guernsey

Paralegal

City of Sanibel

800 Dunlop Road

Sanibel, FL 33957

239-472-4359 Phone

239-472-2127 Fax

City Website: www.mysanibel.com

Email Address: Julia.guernsey@mysanibel.com

Begin forwarded message:

From: Jimmy Jordan <Jimmy.Jordan@mysanibel.com>
Date: April 24, 2012 4:17:05 PM EDT
To: "Judie A. Zimomra" <Judie.Zimomra@mysanibel.com>, Ken Cuyler <Ken.Cuyler@mysanibel.com>, Pamela Smith <pbs@mysanibel.com>, Scott Krawczuk <scott.krawczuk@mysanibel.com>, Gates Castle <gates.castle@mysanibel.com>
Subject: FW: 68996 Verizon Wireless - Sanibel Island - Flag Pole Halyard System

FYI

From: Baesch, Mark D [<mailto:Mark.Baesch@VerizonWireless.com>]
Sent: Tuesday, April 24, 2012 4:02 PM
To: Jimmy Jordan
Cc: Conde, Josephine
Subject: 68996 Verizon Wireless - Sanibel Island - Flag Pole Halyard System

Good afternoon Jimmy,

VZW has contacted several companies that design and sell internal halyard systems on conventional flag poles and have potentially located one that believes they can modify their conventional design to apply it to the communications tower on the Donax property. Currently Flag Desk Inc is working with the Stealth Towers to complete a design that will allow the internal system to function properly without being pinched or bound by the internal antenna coax cables and also not interfere with the radio frequency emissions of the antennas. That said VZW is not ready to present a complete presentation of their findings to the City Commission at the May 1st meeting. They have instructed that the engineers should complete their preliminary design and testing by mid May and will have it available for the June meeting. Please relay this information to the appropriate personal and I will keep you posted on their progress. Thank you.

Mark D. Baesch
SBA Network Services, Inc.



Consultant to Verizon Wireless
5900 Broken Sound Pkwy NW, Boca Raton, FL 33431
Mobile: 954 557 5815
Email: mbaesch@sbsite.com
www.sbsite.com

NATURAL RESOURCES/SOLID WASTE (Continued)

C) ACTION REQUESTED/PURPOSE:

[A\) Waive formal bidding process and authorize Chair to execute a contract with Florida Dredge and Dock, LLC for removal of up to 125,000 cubic yards of beach compatible material from Blind Pass with placement along critically eroded shoreline of northern Sanibel at a price not to exceed \\$831,250.](#)

B) Authorize Chair to execute STA#3 to Contract 5273 (CN-10-07) with Coastal Engineering Consultants, Inc. in an amount not to exceed \$250,136 with a project completion time of 425 calendar days for professional services to implement the Blind Pass maintenance dredging.

C) Approve an amendment to Contract CN-10-07, #5273, to extend the termination date of the contract to October 1, 2013.

D) Approve Budget Transfer from Estero Island Beach Restoration (Project 403022) to Blind Pass Ecozone (Project 403091) in the amount of \$550,000. (#20120360-NATURAL RESOURCES)

FUNDING SOURCE:

Fund - General Fund (DEP Grant) and Capital Improvement Tourist Development Beach Projects; Program - Marine Services Major Maintenance Projects; Project - Blind Pass Ecozone.

WHAT ACTION ACCOMPLISHES:

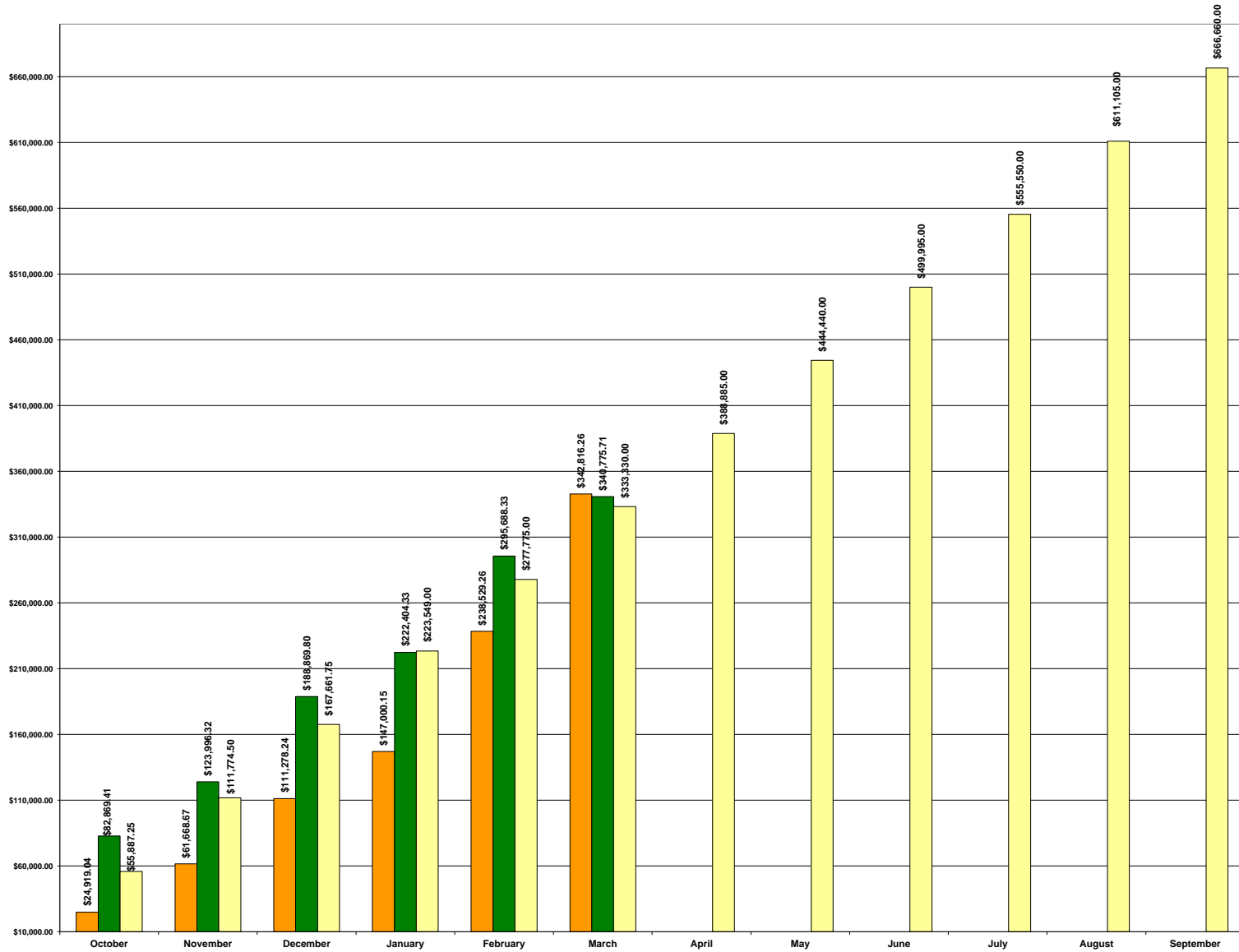
Allows contractor with equipment on site to dredge Blind Pass at favorable pricing (savings to the County of a minimum of \$570,000.00); authorizes contracts to complete the work; transfers necessary funds to implement the project.

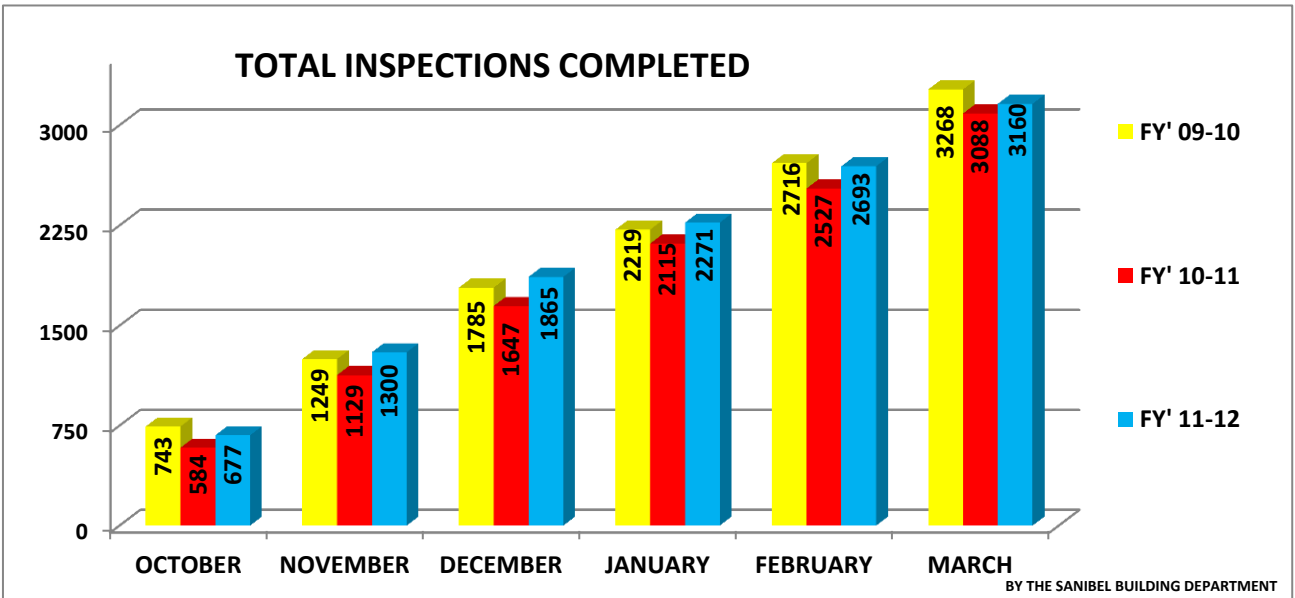
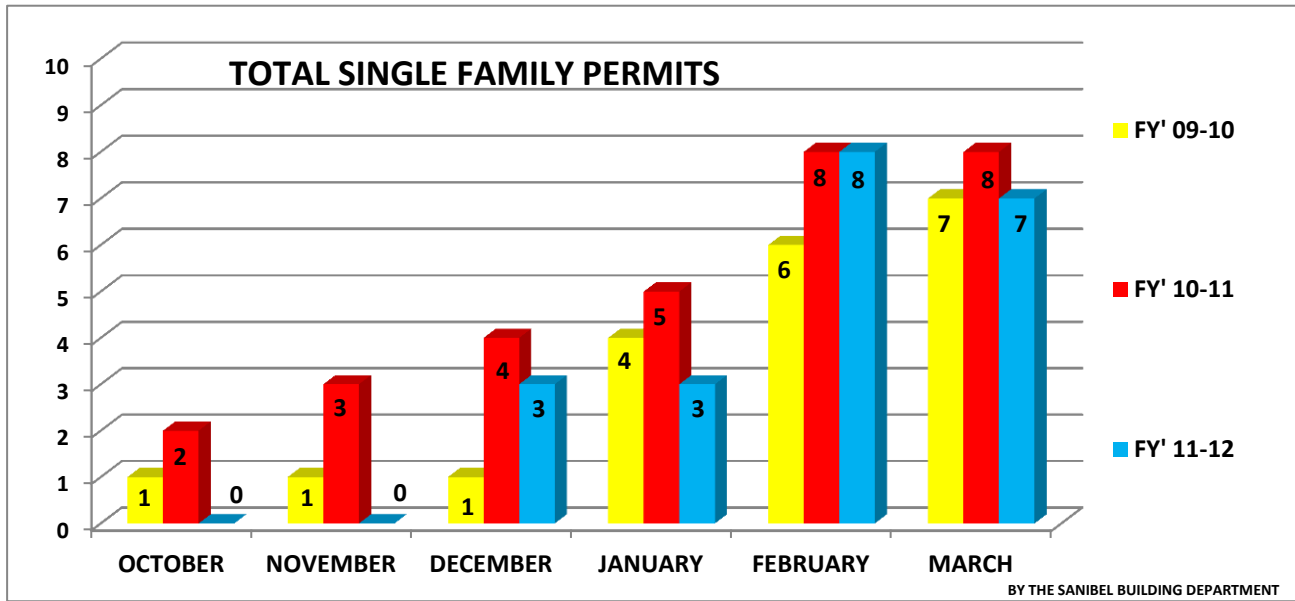
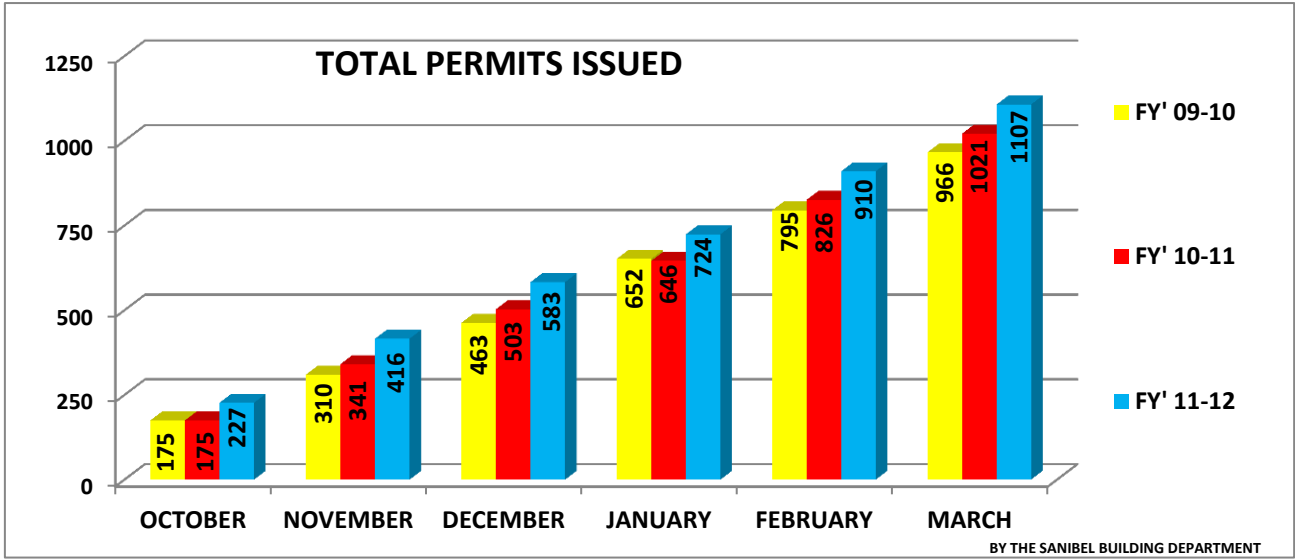
MANAGEMENT RECOMMENDATION:

Approve.

City of Sanibel Building Department Monthly Revenue Budget Year 2011 - 2012

- Total Expenditures to Date
- Accumulative Revenue to Date
- Budgeted Revenue Projected







City of Sanibel
Planning Department

MEMORANDUM

DATE: April 19, 2012

TO: Judie Zimomra, City Manager

FROM: James C. Jordan, Planning Director

SUBJECT: PERMIT APPLICATION REPORT AND PERMIT APPLICATION CHART

Attached for your information and consideration is the Permit Activity Report for March 2012. Also attached is the FY '11-'12 Second Quarter Planning Department Permit Application Activity Chart showing the number of permit applications received from January 1, 2012 through March 31, 2012.

If you have any questions or comments, please let me know.

Thank you.

JCJ/stb
Atch (2)

C: City Council
Planning Commission



PC = Planning Commission
 CC = City Council
 LDC = Land Development Code
 DP = Development Permit
 CUP = Conditional Use Permit
 TUP = Temporary Use Permit
 SFR= Single Family Residence
 HOA= Home Owner's Association

City of Sanibel Planning Department

March, 2012 Permit Activity Report Permits No. 12-6623 to 12-6688

SHORT FORM

<u>Permit No.</u>	<u>Address</u>	<u>Strap No.</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Description</u>	<u>Status</u>	<u>Issue Date</u>
12-6623	5427 Osprey Court	13-46-21-T2-00300.0040	Hooper	03-01-12	Mangrove trimming	Issued	03-06-12
12-6624	2451 Blind Pass Court	11-46-21-T1-0030A.0120	Willis	03-01-12	Add/replace windows, add loft	Issued	03-01-12
12-6625	1320 Eagle Run Drive	30-46-23-T1-0330D.0050	Arkenau	03-05-12	Pool, deck & fence	Issued	04-10-12
12-6626	1700 Periwinkle Way	25-46-22-T2-00009.0000	Jerry's Enterprise Inc.	03-05-12	New 19.78 sq ft building sign	Issued	03-05-12
12-6627	1523 Periwinkle Way	30-46-23-T1-00004.0070	Sanibel Fish House	03-05-12	New 19.90 sq ft ground sign	Issued	03-05-12
12-6628	1700 Periwinkle Way	25-46-22-T2-00009.0000	Jerry's Enterprise Inc.	03-05-12	New 30 sq ft ground sign	Issued	03-05-12
12-6629	6494 Sanibel-Captiva Road	11-46-21-T1-0010B.0090	Norton	03-06-12	Remove lower level bathroom and other non-conforming conditions	Issued	03-09-12
12-6630	564 Hideaway Court	28-46-22-T3-00800.0240	Davis	03-07-12	SFR	Issued	04-05-12
12-6631	6012 White Heron Lane	11-46-21-T3-0050A.0050	Kelly	03-07-12	Trim mangroves	Issued	03-16-12
12-6632	4735 Rue Belle Mer	19-46-22-T2-0060D.0020	Allen	03-07-12	SFR/pool	Active	
12-6633	755 Martha's Lane	25-46-22-T2-00017.14CE	Sanibel Place	03-07-12	Pool renovation for FBC compliance	Info only	
12-6634	4215 Gulf Pines Drive	20-46-22-T4-00100.0380	Marcum	03-08-12	Replace 3 sliders with windows	Issued	03-09-12
12-6635	5834 Pine Tree Drive	11-46-21-T3-00012.0300	Chambers	03-08-12	4' high fence around existing pool & deck	Issued	03-09-12

March, 2012

SHORT FORM

<u>Permit No.</u>	<u>Address</u>	<u>Strap No.</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Description</u>	<u>Status</u>	<u>Issue Date</u>
12-6636	1001 Lindgren Blvd.	20-46-23-T4-03902.0630	Miller	03-08-12	Remove existing screen enclosure & pool rail & replace with screen enclosure	Issued	03-09-12
12-6637	1501 Middle Gulf Drive	30-46-23-T4-02100.00CE	Sundial of Sanibel	03-08-12	Remodel pool restroom building	Active	
12-6638	4115 West Gulf Drive	29-46-22-T2-00014.0000	Pouliot	03-09-12	Trim forward CCCL, install native vegetation	Issued	03-14-12
12-6639	446 Surfsgound Court	28-46-22-T3-00900.0330	Lippard	03-09-12	Paver driveway	Issued	03-09-12
12-6640	5651 Baltusrol Court	12-46-21-T1-00300.0710	Lopardo	03-12-12	Screen enclosure over rear pool deck	Active	
12-6641	920-950 Spoonbill Court	20-46-23-T4-00002,0150,022A,0220,0180	Spoonbill HOA	03-12-12	Mangrove trimming	Issued	03-19-12
12-6642	791 Sand Dollar Drive	29-46-23-T1-00103.0980	Mallon	03-12-12	Repair/reconstruct dock	Active	
12-6643	258 Daniel Drive	35-46-22-T1-00100.0580	Boyce	03-13-12	Chair lift	Issued	03-13-12
12-6644	3422 Coquina Drive	28-46-22-T1-0010B.0090	Pacyga	03-13-12	Screen enclosed pool & deck, new paver driveway	Active	
12-6645	1805 Ardsley Way	25-46-22-T1-00100.0160	Cohn	03-13-12	Demolish 2 sheds and remove from property	Issued	03-21-12
12-6646	2407 Palm Ridge Road	26-46-22-T2-0030D.0070	Wells Fargo	03-13-12	Connect to Sanibel Sewer System	Active	
12-6648	3935 West Gulf Drive	28-46-22-T4-00002.0130	Paul	03-14-12	SFR w/pool	Active	
12-6649	678 East Rocks Drive	28-46-22-T1-00305.0190	Shotton	03-14-12	Reconfigure rear entry stairs and add new swimming pool w/fence	Active	
12-6650	940 Cormorant Circle	20-46-22-T4-00100.0620	Siegel	03-14-12	Install vertical platform lift over new concrete pad	Issued	03-29-12
12-6651	4140 West Gulf Drive	29-46-22-T2-00013.003A	Packard	03-14-12	Install wheelchair lift over new concrete pad	Issued	03-30-12
12-6652	935 Lindgren Blvd.	20-46-23-T4-03902.0690	Mc Killip & Reiman	03-14-12	Enclose lanai with sliding glass doors	Issued	03-14-12
12-6653	303 Periwinkle Way #21	21-46-23-T1-00800.2120	Schaeffer	03-15-12	Enclose existing screen porch with glass	Issued	03-15-12

March, 2012

SHORT FORM

Permit No.	Address	Strap No.	Owner	Filing Date	Description	Status	Issue Date
12-6654	1436 Sandpiper Circle	19-46-23-T1-00400.020B	Zimmerman	03-15-12	Add elevated deck & relocate AC pad	Issued	03-19-12
12-6655	1220 Morningside Place	20-46-23-T2-00004.0010	Castellito	03-15-12	Install safety barrier pool fence	Issued	03-28-12
12-6656	604 Boulder Drive	28-46-22-T4-01203.0040	Meeder	03-15-12	Excavate & remove LP tank from vacant lot	Info only	
12-6658	9436 Sage Court	21-46-22-T3-0010E.0250	Perigord	03-15-12	Mangrove trimming	Active	
12-6659	1247 Par View Drive	30-46-23-T4-01900.0240	Perryman	03-19-12	Remodel with change of exterior door to block window	Issued	04-02-12
12-6661	576 Lighthouse Way	20-46-23-T2-01500.0080	Bonano	03-21-12	Paver driveway	Issued	04-2-12
12-6662	6192 Henderson Road	11-46-21-T2-00016.0180	Montella	03-21-12	Addition/remodel; pool, deck & fence	Issued	03-21-12
12-6663	2330 Palm Ridge Road,#9	26-46-22-T2-0030A.0010	Sanibel Sprout	03-21-12	New 18sq ft building sign; alteration copy change only. Double fee installed with permit	Issued	03-21-12
12-6664	943 Cabbage Palm Court	20-46-22-T4-00100.0500	Shelton	03-21-12	Remove dead cabbage palm	Issued	03-29-12
12-6665	1746 windward way	25-46-22-T2-00700.0050	Comella	03-22-12	Enclose lanai (ATF)	Issued	03-28-12
12-6666	4775 Rue Helene	19-46-22-T2-00700.0110	Mistler	03-22-12	4' yard fence; 2' puppy fence	Issued	03-22-12
12-6667	642 East Gulf Drive	20-46-23-T3-01908.0030	Massat	03-22-12	Trim seagrape more than 25%	Issued	03-27-12
12-6668	9291 Belding Drive	20-46-22-T3-00300.0780	Moore	03-22-12	Pepper removal	Issued	03-30-12
12-6669	2499 Palm Ridge Road	26-46-22-T2-0030D.0010	Hess Corporation	03-07-12	Site & restroom modifications for ADA compliance	Issued	04-06-12
12-6670	549 East Rocks Drive	28-46-22-T4-01005.0020	Russell	03-23-12	Add door & window	Issued	04-02-12
12-6671	6005 Clam Bayou Lane	11-46-21-T3-0050B.0090	Watz	03-26-12	Install new boat dock in Bayou	Active	
12-6672	2721 West Gulf Drive	35-46-22-T1-00210.2100	Hordis	03-26-12	Enclose existing lanai w/sgd, change windows	Issued	04-13-12

March, 2012

SHORT FORM

Permit No.	Address	Strap No.	Owner	Filing Date	Description	Status	Issue Date
12-6673	783 Dunlop Road	26-46-22-T2-00009.0000	West Gulf Co., LLC	03-26-12	Install fence	Issued	04-10-12
12-6674	1753 Venus Drive	18-46-23-T4-0060F.0070	Fawcett	03-26-12	Brick paver driveway	Issued	04-02-12
12-6676	355 East Gulf Drive	21-46-23-T1-00004.0100	Ackerman	03-28-12	Addition/remodel to n/c sfr	Active	
12-6677	1841 Ibis Lane	25-46-22-T1-00200.0310	Pritchard	03-28-12	At-grade pool	Active	
12-6678	1345 Eagle Run Drive	30-46-23-T1-0030D.0180	Stigler	03-28-12	Paver driveway & walkway	Issued	04-02-12
12-6679	9405 Beverly Lane	24-46-22-T3-0010E.0080	Magoon	03-28-12	Paver driveway	Issued	04-02-12
12-6680	2777 West Gulf Drive	35-46-22-T1-00300.00CE	Nutmeg Village	03-28-12	Trim dead gumbo limbo	Issued	03-30-12
12-6681	3287 West Gulf Drive	36-46-22-T1-00007.0000	Bre/Sanibel Beach Owner, LLC	03-28-12	Trim sea grape	Active	
12-6682	1136 Golden Olive Ct.	20-46-23-T1-00100.0530	Frey	03-29-12	Remove strangler fig	Issued	03-30-12
12-6683	199 Southwinds Drive	36-46-22-T1-00005.0030	Hadrian Corp.	03-29-12	Fence repair	Active	
12-6684	4431 Waters Edge Lane	20-46-22-T4-00008.0030	EPSVT Real Estate Holdings, LLC/Fenton	03-29-12	Exterior changes to unfinished structure	Issued	04-03-12
12-6685	640 Oliva Street	30-46-23-T2-0040C.0090	Ryan	03-29-12	Remove lower level kitchen, bath etc./non-conforming	Issued	03-30-12
12-6686	707 Emeril Court	28-46-21-T1-00305.0260	Wiese	03-30-12	Remove pepper	Issued	04-03-12
12-6687	335 East Gulf Drive	21-46-23-T1-00004.0080	Hearthstone Properties	03-30-12	Remove pines & pepper, trim native plants	Issued	03-30-12
12-6688	1262 Bay Drive	18-46-23-T3-00300.0100	Giessman	03-30-12	Brick paver existing concrete patio	Active	

March, 2012

LONG FORM

<u>Permit No.</u>	<u>Address</u>	<u>Strap No.</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Description</u>	<u>Status</u>
10-5525	930 Donax Street	30-46-23-T2-00011.0000	Verizon Wireless	01-08-10	Long form review	
10-6003	Citywide	Multiple	Citywide	12-01-10	IWCD update to Sanibel Plan Amendment	
10-6004	Citywide	Multiple	Citywide	12-01-10	IWCD update to Land Development Code	
11-6348	Citywide		City of Sanibel	08-10-11	CIE update plus redevelopment	Ord. 12-001 1 st reading 01-03-12; 2 nd reading 04-03-12
11-6405	634 North Yachtsman Drive	20-46-23-T2-01500.0420	Myton Ireland	09-19-11	Amend Special use District Ord. No. 86-42. Application for Bonus Outdoor seating at Gramma Dots.	PC hearing 10-25-11; application approved to send to City Council by Res. No. 11-13. Res. No. 11-13 to PC for execution 11-08-11.
11-6433	630 Lighthouse Way	20-46-23-T2-01500.0040	Bello	10-12-11	Variance to setback LDC	PC hearing scheduled for 11-08-11. Application approved. Res. No. 11-14.
11-6438	1470 Periwinkle Way	19-46-23-T4-00904.0030	Sanibel Community Church	10-18-11	Temporary construction trailer	Ord. 12-001 1 st reading 01-03-12 2 nd reading 04-03-12
11-6482	1558 San Carlos Bay Drive	18-46-23-T4-0060A.0060	Baxter & Dorn	11-17-11	Variance to Bay Beach setback & front yard setback	To be heard 12/13/2011.

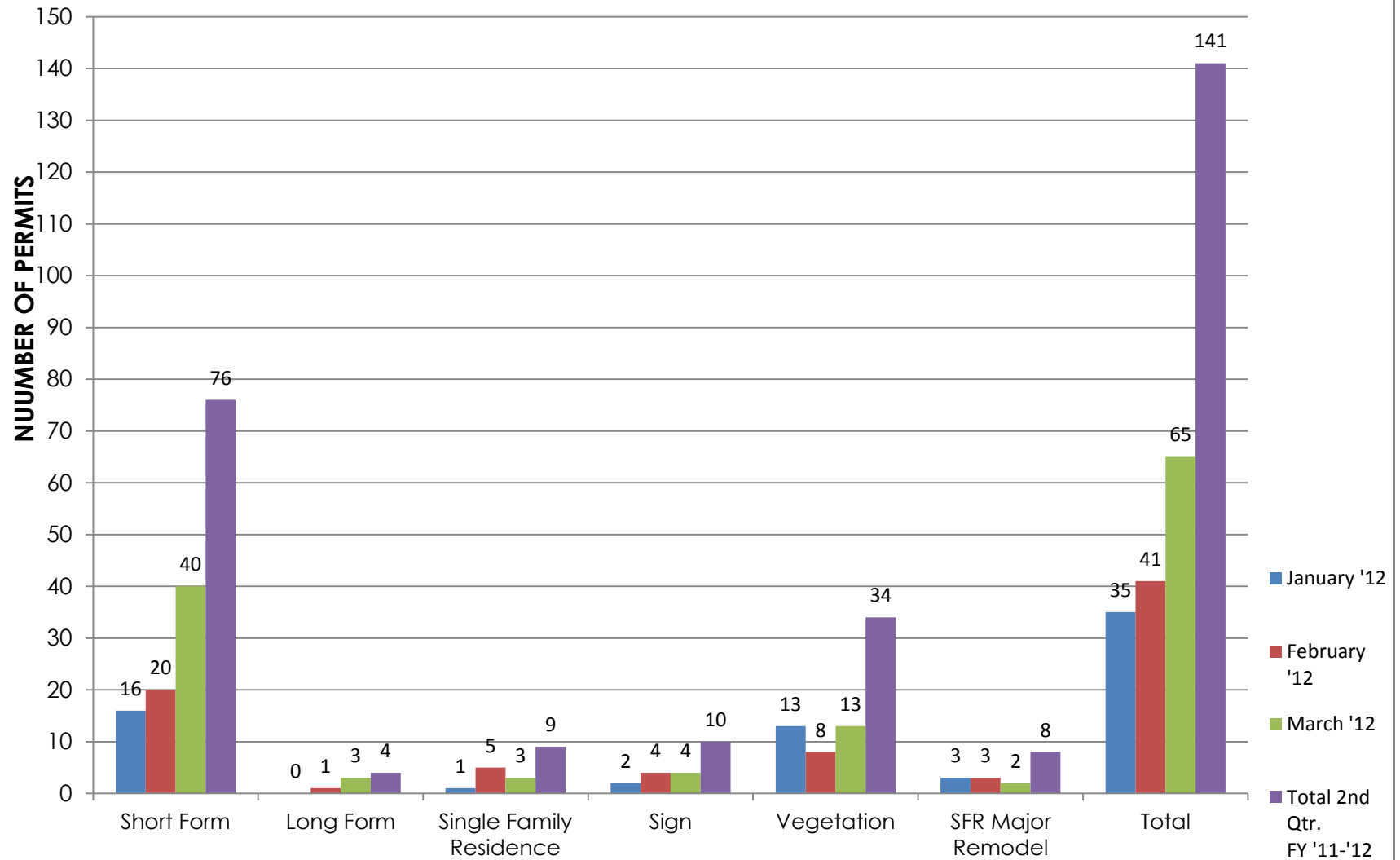
March, 2012

LONG FORM

Permit No.	Address	Strap No.	Owner	Filing Date	Description	Status
12-6657	1616 Periwinkle Way	25-46-22-T2-00015.0000	Heart of the Island Assoc.	03-15-12	CUP for formula retail apparel & accessories store	PC hearing scheduled for 04-10-12
12-6660	Multiple addresses	20-46-23-T4-03901.0080, 0070	Smith/Wlaz	03-19-12	Variance to location from side lot lines (Sec. 126-894LDC) for common dock facility walkway	PC hearing scheduled for 04-10-12
12-6675	2330 Palm Ridge Road	26-46-22-T2-0030A.0010	Cooke	03-26-12	CUP for on-site food prep.	PC hearing scheduled for 04-24-12

K:PLANNING, BJB, PERMIT ACTIVITY REPORT

PLANNING DEPARTMENT PERMIT APPLICATIONS COMPARISON BY MONTH - SECOND QUARTER FY '11-'12





**City of Sanibel
Planning Department**

MEMORANDUM

DATE: April 12, 2012
TO: Judie Zimomra, City Manager
FROM: James C. Jordan, Planning Director
SUBJECT: March 2012 Code Enforcement Activity Summary

Enclosed for your review and consideration is the March 2012 Code Enforcement Activity Summary.

If you have any questions regarding this report, please let me know.

JCJ/stb

Enc (1)

C: City Council



City of Sanibel Planning Department

NOH=Notice of Hearing
NOV=Notice of Violation
SWO= Stop Work Order
AL= Advisory Letter

MARCH 2012 CODE ENFORCEMENT ACTIVITY REPORT.....2012-092 TO 2012-122

<u>CASE NO.</u>	<u>DATE</u>	<u>ADDRESS</u>	<u>COMPLAINT</u>	<u>INSPECTION DATE</u>	<u>INSPECTION REPORT</u>	<u>NOTICE</u>	<u>CASE STATUS</u>
2012-092	03/01/2012	1985 Sanibel Bayou	Temporary Construction sign still in place	03/01/2012	Observed construction sign. Certificate of completion received.	Called contractor who later removed the sign	CLOSED
2012-093	03/01/2012	5279 Ladyfinger Lake	Report of home occupation violation	03/01/2012	Report of construction vehicles & noise from home occupation	03212012 AL sent. No further violations reported.	CLOSED
2012-094	03/05/2012	629 Lake Murex	Temporary construction sign still in place	03/05/2012	Observed construction sign. Certificate of completion received.	Called contractor who later removed the sign	CLOSED
2012-095	03/06/2012	1524 Angel Drive	Mangrove Trimming	03/06/2012	Natural Resources Department advised of mangrove trimming violation	03072012 NOV sent – Comply by July 31, 2012, Rainy Season	ACTIVE
2012-096	03/08/2012	520 Tarpon Bay Road	Vehicle signage violation	02/22/12, 02/27/12, 02/29/12, 03/08/12	Observed vehicle signage violation. Advised owner of vehicle. 03/08/12 meeting with Director and owner of business. Owners advised of violation.	Owners advised of violation. To date violation abated, monitoring	ACTIVE



City of Sanibel Planning Department

NOH=Notice of Hearing
NOV=Notice of Violation
SWO= Stop Work Order
AL= Advisory Letter

MARCH 2012 CODE ENFORCEMENT ACTIVITY REPORT.....2012-092 TO 2012-122

<u>CASE NO.</u>	<u>DATE</u>	<u>ADDRESS</u>	<u>COMPLAINT</u>	<u>INSPECTION DATE</u>	<u>INSPECTION REPORT</u>	<u>NOTICE</u>	<u>CASE STATUS</u>
2012-097	03/08/2012	829 Tulip Lane	Outdoor lighting violation	03/08/2012	Site inspection observed lighting violation	NOV sent 03202012 – Comply by 041912. Owner has turned off lights will remove violation when back in town.	ACTIVE
2012-098	03/09/2012	2460 Periwinkle Way	Unlicensed contractor and work without a permit	03/09/2012	Observed work underway. No permit and unlicensed contractor. SWO.	Received license and permit on 031212	CLOSED
2012-099	03/09/2012	4383 Gulf Pines Drive	Advised of vegetation violation	03/09/2012	Vegetation on compliant with permit.	031512 NOV sent. Comply by 040612 contractor ¾ finished with project.	ACTIVE
2012-100	03/14/2012	1746 Windward Way	Observed work without permit	03/14/2012	Work underway no permit. SWO	SWO posted 032012. 032212 received permits	CLOSED
2012-101	03/14/2012	1891 Farm Trail	Report of work with no permit	03/14/2012	Report of work w/o permit.	Site inspection. No violation observed.	CLOSED



City of Sanibel Planning Department

NOH=Notice of Hearing
NOV=Notice of Violation
SWO= Stop Work Order
AL= Advisory Letter

MARCH 2012 CODE ENFORCEMENT ACTIVITY REPORT.....2012-092 TO 2012-122

<u>CASE NO.</u>	<u>DATE</u>	<u>ADDRESS</u>	<u>COMPLAINT</u>	<u>INSPECTION DATE</u>	<u>INSPECTION REPORT</u>	<u>NOTICE</u>	<u>CASE STATUS</u>
2012-102	03/14/2012	949 Sand Castle Rd.	Parking violation	03/14/2012	031412 site inspection. Observed parking spaces being used as storage areas.	04-03-12 AL sent . Comply by 04-30-12	ACTIVE
2012-103	03/14/2012	2331 Palm Ridge Rd.	Outdoor display of merchandise and temporary sign violation	03/14/2012	031412 site inspection. Observed violation advised the manager of the violations.	Signs and merchandise removed later that day.	CLOSED
2012-104	03/14/2012	1595 Sand Castle Rd.	Observed work underway no permit posted	03/14/2012	Observed work underway. No Permits posted.	Bldg. Dept. advised permit has been issued	CLOSED
2012-105	03/14/2012	1001 East Gulf Drive	Contractor advised work underway with no permit	03/14/2012	03-14-12 site inspection observed work underway which did not require a permit.	03-14-12 no violation observed	CLOSED
2012-106	03/15/2012	2407 Palm Ridge Rd.	Observed violation of window signage	03/15/2012	Observed sign violation. 040312 All signage removed	031912 letter sent to owner and manager. 040312 violation abated	CLOSED



City of Sanibel Planning Department

NOH=Notice of Hearing
NOV=Notice of Violation
SWO= Stop Work Order
AL= Advisory Letter

MARCH 2012 CODE ENFORCEMENT ACTIVITY REPORT.....2012-092 TO 2012-122

<u>CASE NO.</u>	<u>DATE</u>	<u>ADDRESS</u>	<u>COMPLAINT</u>	<u>INSPECTION DATE</u>	<u>INSPECTION REPORT</u>	<u>NOTICE</u>	<u>CASE STATUS</u>
2012-107	03/15/2012	1653 Hibiscus Drive	Work beyond scope	03/15/2012	Building Dept. observed unlicensed contractor working beyond scope of license	NOV sent 032112 Comply Upon Receipt. No further violations reported	CLOSED
2012-108	03/16/2012	4389 Gulf Pines Drive	Generator Sound Test	03/16/2012	Completed generator sound test	Test completed and approved. Vegetation approved.	CLOSED
2012-109	03/19/2012	4383 Gulf Pines Drive	Generator Sound Test	03/19/2012	Completed generator sound test	Test completed and approved. Contractor advised that more vegetation was needed.	ACTIVE
2012-110	03/21/2012	3017 Turtle Gate Lane	Observed temporary sign violation.	03/21/2012	Rental sign in yard – No license to rent	Called rental agent, will not rent until licensed	CLOSED
2012-111	03/21/2012	Causeway Road	Observed temporary sign violation	03/21/2012	Observed temporary sign violation	Removed sign and placed in PW	CLOSED



City of Sanibel Planning Department

NOH=Notice of Hearing
NOV=Notice of Violation
SWO= Stop Work Order
AL= Advisory Letter

MARCH 2012 CODE ENFORCEMENT ACTIVITY REPORT.....2012-092 TO 2012-122

<u>CASE NO.</u>	<u>DATE</u>	<u>ADDRESS</u>	<u>COMPLAINT</u>	<u>INSPECTION DATE</u>	<u>INSPECTION REPORT</u>	<u>NOTICE</u>	<u>CASE STATUS</u>
2012-112	03/22/2012	1470 Periwinkle Way	Report of sign violation	03/22/2012	Received letter from COTI stating the listed address has illegal signage property owner was informed.	Met with owner on 032212. 032612 signs removed.	CLOSED
2012-113	03/22/2012	1320 Seaspray Lane	Temporary Construction sign still in place	03/22/2012	Called contractor who later removed the sign	Called contractor who later removed the sign	CLOSED
2012-114	03/22/2012	5100 Sea Bell Road	Observed deteriorating Home	03/22/2012	031212 site inspection.	032912 NOV sent to owners and bank. Comply 15 days from notice.	ACTIVE
2012-115	03/22/2012	At Large	Lien Request	03/22/2012	936 East Gulf, 1826 Ardsley Way, 207 Daniel, 1401 MG unit 403T , 845 EG, 927 Limpet,520 Lighthouse, 599 Hideaway, 9020 Mockingbird , 1918 Woodring, 9020 Mockingbird	Information supplied	CLOSED



City of Sanibel Planning Department

NOH=Notice of Hearing
NOV=Notice of Violation
SWO= Stop Work Order
AL= Advisory Letter

MARCH 2012 CODE ENFORCEMENT ACTIVITY REPORT.....2012-092 TO 2012-122

<u>CASE NO.</u>	<u>DATE</u>	<u>ADDRESS</u>	<u>COMPLAINT</u>	<u>INSPECTION DATE</u>	<u>INSPECTION REPORT</u>	<u>NOTICE</u>	<u>CASE STATUS</u>
2012-116	03/26/2012	935 Lindgren Blvd.	Work underway no permit posted	03/26/2012	Building Dept. advised permit was issued	No Violation	CLOSED
2012-117	03/26/2012	759 Sand Dollar Drive	Property owner made complaint to Building Dept.	03/26/2012	032212 Building Dept. received complaint about an unlicensed contractor.	AL letter being prepared.	ACTIVE
2012-118	03/26/2012	15285 Periwinkle Way	Report of outdoor Lighting Violation	03/26/2012	Report of lighting violation. Manager contacted.	Manager contacted will remove and install compliant lighting	ACTIVE
2012-119	03/28/2012	4383 Gulf Pines Drive	Report of unlicensed contractor	03/28/2012	Site inspection 03262012 did not see any work under way 032812 spoke with contractor and advised him that licensed contractor must receive a permit.	032812 licensed contractor received ATF permit.	CLOSED
2012-120	03/28/2012	2001 Roseate Lane	Report of holiday lights	03/28/2012	Neighbor reported to City of holiday lights.	Owner was advised of violation. Lights removed later that day.	CLOSED



City of Sanibel Planning Department

NOH=Notice of Hearing
NOV=Notice of Violation
SWO= Stop Work Order
AL= Advisory Letter

MARCH 2012 CODE ENFORCEMENT ACTIVITY REPORT.....2012-092 TO 2012-122

<u>CASE NO.</u>	<u>DATE</u>	<u>ADDRESS</u>	<u>COMPLAINT</u>	<u>INSPECTION DATE</u>	<u>INSPECTION REPORT</u>	<u>NOTICE</u>	<u>CASE STATUS</u>
2012-121	03/28/2012	805 East Gulf Drive	Site improvements without a permit	03/28/2012	Planner is working with owners to resolve violation	Planner is working with owners	ACTIVE
2012-122	03/29/2012	2102 Egret Circle	Temp. sign violation 2x	03/29/2012	Observed 2 off premises signs.	Signs removed gave back to owners along with info brochure.	CLOSED



City of Sanibel
Public Works - Utility Division
800 Dunlop Road
Sanibel, FL 33957

Grease Trap Monthly Activity Report

April-12

NOV=Notice of Violation
AL=Advisory Letter

* click on the links to see attached documentation. (Inspection Forms, Letters and Notice of Violations)

Date	Business	Site Address	Mailing Address	Property Owner	Inspection Dates	Inspection Report	Notice	Status
------	----------	--------------	-----------------	----------------	------------------	-------------------	--------	--------

No Violations Reported for the month of April, 2012

9:58 AM

04/18/12

Accrual Basis

Sanibel Historical Museum and Village, Inc.
Balance Sheet Prev Year Comparison
As of March 31, 2012

	<u>Mar 31, 12</u>	<u>Mar 31, 11</u>
ASSETS		
Current Assets		
Checking/Savings		
Admission Cash	250.00	250.00
Bank of the Islands	90,690.23	54,025.96
Certificate of Deposit	365,324.67	299,324.67
Petty Cash - Office	540.00	540.00
Total Checking/Savings	<u>456,804.90</u>	<u>354,140.63</u>
Other Current Assets		
Inventory Asset	3,659.18	3,356.82
Undeposited Funds	50.00	50.00
Total Other Current Assets	<u>3,709.18</u>	<u>3,406.82</u>
Total Current Assets	<u>460,514.08</u>	<u>357,547.45</u>
TOTAL ASSETS	<u>460,514.08</u>	<u>357,547.45</u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable	0.00	477.75
Total Accounts Payable	<u>0.00</u>	<u>477.75</u>
Other Current Liabilities		
Celebrate Sanibel 2009-2010	614.22	614.22
Payroll Liabilities	3,466.01	2,469.64
Sales Tax Payable	2.73	2.73
Total Other Current Liabilities	<u>4,082.96</u>	<u>3,086.59</u>
Total Current Liabilities	<u>4,082.96</u>	<u>3,564.34</u>
Total Liabilities	4,082.96	3,564.34
Equity		
Unrestricted Net Assets	386,638.28	286,281.33
Net Income	69,792.84	67,701.78
Total Equity	<u>456,431.12</u>	<u>353,983.11</u>
TOTAL LIABILITIES & EQUITY	<u>460,514.08</u>	<u>357,547.45</u>

Sanibel Historical Museum and Village, Inc.
Profit & Loss Prev Year Comparison
 October 2011 through March 2012

	Oct '11 - Mar 12	Oct '10 - Mar 11
Income		
Direct Public Support		
Contributions/admissions	0.00	180.00
Corporate Contributions	66.70	0.00
GARDEN BOX	203.52	0.00
Sam Bailey Memorial	0.00	3,590.00
Total Direct Public Support	270.22	3,770.00
Gift Shop Sales		
Book Sales wholesale	430.00	670.00
Gift Merchandise sale	6,423.06	9,344.12
Gift Shop Sales - Other	1,391.52	0.00
Total Gift Shop Sales	8,244.58	10,014.12
Government Grants		
Local Government Grants		
City of Sanibel Quarterly Paymt	41,500.00	41,500.00
Total Local Government Grants	41,500.00	41,500.00
Total Government Grants	41,500.00	41,500.00
Investments		
Interest-checking account	16.65	30.99
Total Investments	16.65	30.99
Movie- City of Sanibel	0.00	500.00
Museum Admissions		
Special Tours	2,957.00	1,330.00
Museum Admissions - Other	26,714.50	21,828.25
Total Museum Admissions	29,671.50	23,158.25
Other Types of Income		
Miscellaneous Revenue/Refunds	90.00	526.37
Total Other Types of Income	90.00	526.37
Program Income		
Membership Dues	3,615.00	10,775.00
Total Program Income	3,615.00	10,775.00
Special Events Income		
Development Committee		
FUNDRAISER 2012	47,058.00	850.00
Fundraising Luncheon 2011	0.00	44,842.00
Total Development Committee	47,058.00	45,692.00
Quilt Show Raffle	0.00	507.00
Twilight Tours	860.00	0.00
Total Special Events Income	47,918.00	46,199.00
Total Income	131,325.95	136,473.73
Gross Profit	131,325.95	136,473.73
Expense		
Business Expenses		
Business Registration Fees	0.00	186.25
Misc Expenses	307.50	150.00
taxes	0.00	731.30
Total Business Expenses	307.50	1,067.55
Contract Services		
Accounting Fees	6,250.02	6,208.35
Audit fees	5,400.00	6,835.40
Computer Consulting Services	497.78	305.00
Total Contract Services	12,147.80	13,348.75

12:49 PM
 04/17/12
 Accrual Basis

Sanibel Historical Museum and Village, Inc.
Profit & Loss Prev Year Comparison
 October 2011 through March 2012

	Oct '11 - Mar 12	Oct '10 - Mar 11
Facilities and Equipment		
Cleaning Service	4,067.00	3,612.00
Electrical upgrades	189.00	0.00
Garden Expenses	447.46	529.59
Janitorial Services	0.00	3.18
office furniture & equipment	2,311.94	779.95
Repairs	0.00	22.00
Total Facilities and Equipment	7,015.40	4,946.72
Fundraiser 2012	11,129.93	0.00
Gift Shop Expenses		
Bookstore Expenses		
Author's Commissions	43.00	86.00
Postage and Shipping	36.07	25.72
Bookstore Expenses - Other	0.00	59.04
Total Bookstore Expenses	79.07	170.76
Gift shop items	3,606.60	4,582.13
Giftshop Consignment	576.00	1,468.20
Sales and Use Taxes	-44.37	378.36
Store Supplies	40.87	548.70
Total Gift Shop Expenses	4,258.17	7,148.15
Holiday and Special Events		
Christmas Decorations	58.75	0.00
Docent special events	0.00	45.19
Fundraising Luncheon		
Audiovisual Project	9.95	1,850.00
Total Fundraising Luncheon	9.95	1,850.00
fundraising luncheon 2011	0.00	10,157.45
Quilt Show	0.00	547.00
Total Holiday and Special Events	68.70	12,599.64
Operations		
Books, Subscriptions, Reference	21.15	0.00
Credit Card Fees	320.38	387.50
False alarm penalties	0.00	0.00
Postage, Mailing Service	179.71	104.07
Printing and Copying	2,428.65	791.45
Software license & maintenance	1,711.17	274.00
Stationery	25.53	70.98
Supplies	1,348.68	539.88
Telephone, Telecommunications	889.35	655.92
Web Hosting	0.00	363.40
Total Operations	6,924.62	3,187.20
Other Types of Expenses		
Advertising Expenses	2,295.00	1,908.15
Docent appreciation	100.00	530.96
Membership Promotion	0.00	385.49
Memberships and Dues	487.00	235.00
Total Other Types of Expenses	2,882.00	3,059.60
Payroll Expenses	16,562.55	22,949.34
Sanibel Inc The Movie	0.00	465.00
Travel and Meetings		
Conference, Convention, Meeting	230.99	0.00
Travel	5.45	0.00
Total Travel and Meetings	236.44	0.00
Total Expense	61,533.11	68,771.95
Net Income	69,792.84	67,701.78

12:47 PM

04/17/12

Accrual Basis

Sanibel Historical Museum and Village, Inc.
Profit & Loss Detail
 January through March 2012

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Income								
Direct Public Support								
Corporate Contributions								
Deposit	1/25/2012		Cash	Deposit		Bank of the Isl...	66.70	66.70
Total Corporate Contributions							66.70	66.70
GARDEN BOX								
Deposit	3/6/2012		Cash	Deposit		Bank of the Isl...	1.00	1.00
Deposit	3/21/2012		Cash	Deposit		Bank of the Isl...	148.52	149.52
Total GARDEN BOX							149.52	149.52
Total Direct Public Support							216.22	216.22
Gift Shop Sales								
Book Sales wholesale								
Deposit	3/21/2012	2956	Check	Deposit		Bank of the Isl...	430.00	430.00
Total Book Sales wholesale							430.00	430.00
Gift Merchandise sale								
Deposit	1/5/2012		GIFT SHOP CUST...	Deposit		Bank of the Isl...	62.00	62.00
Deposit	1/5/2012		GIFT SHOP CUST...	Deposit		Bank of the Isl...	224.00	286.00
Deposit	1/11/2012		GIFT SHOP CUST...	Deposit		Bank of the Isl...	272.70	558.70
Deposit	1/18/2012		GIFT SHOP CUST...	Deposit		Bank of the Isl...	618.84	1,177.54
Deposit	1/25/2012		GIFT SHOP CUST...	Deposit		Bank of the Isl...	490.26	1,667.80
Deposit	2/1/2012		GIFT SHOP CUST...	Deposit		Bank of the Isl...	375.00	2,042.80
Deposit	2/1/2012		GIFT SHOP CUST...	Deposit		Bank of the Isl...	171.00	2,213.80
Deposit	2/9/2012		GIFT SHOP CUST...	Deposit		Bank of the Isl...	567.43	2,781.23
Deposit	2/16/2012		GIFT SHOP CUST...	Deposit		Bank of the Isl...	428.18	3,209.41
Deposit	2/16/2012		GIFT SHOP CUST...	Deposit		Bank of the Isl...	17.50	3,226.91
Bill	2/21/2012		Neomata			Accounts Pay...	-259.99	2,966.92
Deposit	2/21/2012		GIFT SHOP CUST...	Deposit		Bank of the Isl...	668.00	3,634.92
Deposit	3/6/2012		GIFT SHOP CUST...	Deposit		Bank of the Isl...	336.50	3,971.42
Total Gift Merchandise sale							3,971.42	3,971.42
Gift Shop Sales - Other								
Deposit	3/1/2012		GIFT SHOP CUST...	Deposit		Bank of the Isl...	266.50	266.50
Deposit	3/14/2012		GIFT SHOP CUST...	Deposit		Bank of the Isl...	348.00	614.50
Deposit	3/21/2012		GIFT SHOP CUST...	Deposit		Bank of the Isl...	287.37	901.87
Deposit	3/21/2012	1918	GIFT SHOP CUST...	Deposit		Bank of the Isl...	59.00	960.87
Deposit	3/28/2012		GIFT SHOP CUST...	Deposit		Bank of the Isl...	258.42	1,219.29
Deposit	3/28/2012	3355	GIFT SHOP CUST...	Deposit		Bank of the Isl...	10.50	1,229.79
Deposit	3/28/2012	4905	GIFT SHOP CUST...	Deposit		Bank of the Isl...	112.00	1,341.79
Deposit	3/28/2012	1257	GIFT SHOP CUST...	Deposit		Bank of the Isl...	49.73	1,391.52
Total Gift Shop Sales - Other							1,391.52	1,391.52
Total Gift Shop Sales							5,792.94	5,792.94

Sanibel Historical Museum and Village, Inc.
Profit & Loss Detail
 January through March 2012

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Government Grants								
Local Government Grants								
City of Sanibel Quarterly Paymt								
Deposit	1/3/2012		City of Sanibel	Deposit		Bank of the Isl...	20,750.00	20,750.00
Total City of Sanibel Quarterly Paymt							20,750.00	20,750.00
Total Local Government Grants							20,750.00	20,750.00
Total Government Grants							20,750.00	20,750.00
Investments								
Interest-checking account								
Deposit	1/31/2012			Interest		Bank of the Isl...	2.61	2.61
Deposit	2/29/2012			Interest		Bank of the Isl...	3.47	6.08
Deposit	3/30/2012			Interest		Bank of the Isl...	4.05	10.13
Total Interest-checking account							10.13	10.13
Total Investments							10.13	10.13
Museum Admissions								
Special Tours								
Deposit	1/25/2012		Check	Deposit		Bank of the Isl...	370.00	370.00
Deposit	2/1/2012		Check	Deposit		Bank of the Isl...	95.00	465.00
Deposit	2/9/2012		Cash	Deposit		Bank of the Isl...	175.00	640.00
Deposit	2/16/2012		Cash	Deposit		Bank of the Isl...	330.00	970.00
Deposit	2/21/2012		Cash	Deposit		Bank of the Isl...	160.00	1,130.00
Deposit	3/1/2012		Cash	Deposit		Bank of the Isl...	160.00	1,290.00
Deposit	3/21/2012		Cash	Deposit		Bank of the Isl...	380.00	1,670.00
Deposit	3/21/2012	15864	Check	Deposit		Bank of the Isl...	230.00	1,900.00
Deposit	3/21/2012	1459	Check	Deposit		Bank of the Isl...	172.00	2,072.00
Total Special Tours							2,072.00	2,072.00
Museum Admissions - Other								
Deposit	1/5/2012		Cash	Deposit		Bank of the Isl...	1,275.00	1,275.00
Deposit	1/11/2012		Cash	Deposit		Bank of the Isl...	950.00	2,225.00
Deposit	1/18/2012		Cash	Deposit		Bank of the Isl...	1,180.00	3,405.00
Deposit	1/25/2012		Cash	Deposit		Bank of the Isl...	1,325.00	4,730.00
Deposit	2/1/2012		Cash	Deposit		Bank of the Isl...	1,845.00	6,575.00
Deposit	2/9/2012		Cash	Deposit		Bank of the Isl...	1,530.00	8,105.00
Deposit	2/16/2012		Cash	Deposit		Bank of the Isl...	2,184.75	10,289.75
Deposit	2/21/2012		Cash	Deposit		Bank of the Isl...	1,935.00	12,224.75
Deposit	3/1/2012		Cash	Deposit		Bank of the Isl...	2,285.00	14,509.75
Deposit	3/6/2012		Cash	Deposit		Bank of the Isl...	1,530.00	16,039.75
Deposit	3/14/2012		Cash	Deposit		Bank of the Isl...	1,752.75	17,792.50

Sanibel Historical Museum and Village, Inc.

Profit & Loss Detail

January through March 2012

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Deposit	3/21/2012		Cash	Deposit		Bank of the Isl...	1,150.00	18,942.50
Deposit	3/28/2012		Cash	Deposit		Bank of the Isl...	1,475.00	20,417.50
Total Museum Admissions - Other							20,417.50	20,417.50
Total Museum Admissions							22,489.50	22,489.50
Other Types of Income								
Miscellaneous Revenue/Refunds								
Deposit	3/21/2012	1879	Cheeburger Cheeb...	Deposit		Bank of the Isl...	90.00	90.00
Total Miscellaneous Revenue/Refunds							90.00	90.00
Total Other Types of Income							90.00	90.00
Program Income								
Membership Dues								
Deposit	1/11/2012		MEMBER	Deposit		Bank of the Isl...	850.00	850.00
Deposit	1/25/2012		Check	Deposit		Bank of the Isl...	50.00	900.00
Deposit	2/16/2012		MEMBER	Deposit		Bank of the Isl...	150.00	1,050.00
Deposit	3/1/2012	1051	MEMBER	Deposit		Bank of the Isl...	25.00	1,075.00
Deposit	3/1/2012	425	MEMBER	Deposit		Bank of the Isl...	50.00	1,125.00
Deposit	3/1/2012	1047	MEMBER	Deposit		Bank of the Isl...	100.00	1,225.00
Deposit	3/1/2012	1982	MEMBER	Deposit		Bank of the Isl...	25.00	1,250.00
Deposit	3/1/2012	1064	MEMBER	Deposit		Bank of the Isl...	50.00	1,300.00
Deposit	3/1/2012	3784	MEMBER	Deposit		Bank of the Isl...	100.00	1,400.00
Deposit	3/1/2012		MEMBER	Deposit		Bank of the Isl...	50.00	1,450.00
Deposit	3/6/2012	5156	MEMBER	Deposit		Bank of the Isl...	50.00	1,500.00
Deposit	3/6/2012	1410	MEMBER	Deposit		Bank of the Isl...	50.00	1,550.00
Sales Receipt	3/14/2012	102	Michael Newhouse	Family memb...		Undeposited F...	50.00	1,600.00
Deposit	3/21/2012	2752	MEMBER	Deposit		Bank of the Isl...	25.00	1,625.00
Deposit	3/21/2012	1199	MEMBER	Deposit		Bank of the Isl...	50.00	1,675.00
Deposit	3/21/2012	5079	MEMBER	Deposit		Bank of the Isl...	25.00	1,700.00
Deposit	3/21/2012	1505	MEMBER	Deposit		Bank of the Isl...	250.00	1,950.00
Deposit	3/21/2012	8176	MEMBER	Deposit		Bank of the Isl...	40.00	1,990.00
Deposit	3/21/2012	2698	MEMBER	Deposit		Bank of the Isl...	25.00	2,015.00
Deposit	3/21/2012	7230	MEMBER	Deposit		Bank of the Isl...	25.00	2,040.00
Deposit	3/21/2012	8102	MEMBER	Deposit		Bank of the Isl...	100.00	2,140.00
Deposit	3/21/2012	4618	MEMBER	Deposit		Bank of the Isl...	25.00	2,165.00
Deposit	3/21/2012	1254	MEMBER	Deposit		Bank of the Isl...	50.00	2,215.00
Sales Receipt	3/22/2012	103	Randall Neihoff	Family memb...		Undeposited F...	50.00	2,265.00
Sales Receipt	3/22/2012	104	She Sells Sea Shells			Undeposited F...	100.00	2,365.00
Deposit	3/28/2012	5646	MEMBER	Deposit		Bank of the Isl...	50.00	2,415.00
Deposit	3/28/2012	5716	MEMBER	Deposit		Bank of the Isl...	50.00	2,465.00
Deposit	3/28/2012	5532	MEMBER	Deposit		Bank of the Isl...	50.00	2,515.00
Deposit	3/28/2012	7368	MEMBER	Deposit		Bank of the Isl...	50.00	2,565.00
Deposit	3/28/2012	1389	MEMBER	Deposit		Bank of the Isl...	100.00	2,665.00
Deposit	3/28/2012	2063	MEMBER	Deposit		Bank of the Isl...	50.00	2,715.00
Deposit	3/28/2012	3981	MEMBER	Deposit		Bank of the Isl...	100.00	2,815.00
Deposit	3/28/2012	5577	MEMBER	Deposit		Bank of the Isl...	25.00	2,840.00
Deposit	3/28/2012	1688	MEMBER	Deposit		Bank of the Isl...	100.00	2,940.00

12:47 PM

04/17/12

Accrual Basis

Sanibel Historical Museum and Village, Inc.

Profit & Loss Detail

January through March 2012

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Deposit	3/28/2012	18137	MEMBER	Deposit		Bank of the Isl...	25.00	2,965.00
Deposit	3/28/2012	2584	MEMBER	Deposit		Bank of the Isl...	50.00	3,015.00
Deposit	3/28/2012	4911	MEMBER	Deposit		Bank of the Isl...	25.00	3,040.00
Total Membership Dues							3,040.00	3,040.00
Total Program Income							3,040.00	3,040.00
Special Events Income								
Development Committee								
FUNDRAISER 2012								
Deposit	1/11/2012		Check	Deposit		Bank of the Isl...	8,150.00	8,150.00
Sales Receipt	1/24/2012	83	Catherine Anderson			Undeposited F...	500.00	8,650.00
Deposit	1/25/2012		Check	Deposit		Bank of the Isl...	5,340.00	13,990.00
Deposit	1/25/2012		Check	Deposit		Bank of the Isl...	3,745.00	17,735.00
Deposit	1/25/2012		Check	Deposit		Bank of the Isl...	3,385.00	21,120.00
Deposit	2/1/2012		Check	Deposit		Bank of the Isl...	4,520.00	25,640.00
Deposit	2/1/2012		Check	Deposit		Bank of the Isl...	3,050.00	28,690.00
Deposit	2/1/2012		Check	Deposit		Bank of the Isl...	850.00	29,540.00
Sales Receipt	2/21/2012	84	Jan Halliday	Fundraiser lu...		Undeposited F...	290.00	29,830.00
Sales Receipt	2/21/2012	85	Madeline Mayor	Fundraiser lu...		Undeposited F...	325.00	30,155.00
Sales Receipt	2/21/2012	86	Francis Bailey			Undeposited F...	120.00	30,275.00
Sales Receipt	2/21/2012	87	Norma			Undeposited F...	130.00	30,405.00
Sales Receipt	2/21/2012	88	Marsha Hunt			Undeposited F...	155.00	30,560.00
Sales Receipt	2/21/2012	89	Dorothy Kaufman			Undeposited F...	78.00	30,638.00
Sales Receipt	2/21/2012	90	Madeline Mayor			Undeposited F...	90.00	30,728.00
Sales Receipt	2/21/2012	91	Barbara Jones			Undeposited F...	1,810.00	32,538.00
Sales Receipt	2/21/2012	92	Suzi Osher			Undeposited F...	650.00	33,188.00
Sales Receipt	2/21/2012	93	Barbara Beran			Undeposited F...	250.00	33,438.00
Sales Receipt	2/21/2012	94	Sunny			Undeposited F...	300.00	33,738.00
Sales Receipt	2/21/2012	95	Francine Dale			Undeposited F...	95.00	33,833.00
Sales Receipt	2/21/2012	96	Deborah La Gorce	Fundraiser lu...		Undeposited F...	1,710.00	35,543.00
Sales Receipt	2/21/2012	97	Shirley Akins			Undeposited F...	110.00	35,653.00
Sales Receipt	2/21/2012	98	Jonatha Castle			Undeposited F...	150.00	35,803.00
Sales Receipt	2/21/2012	99	Dolma Clarke			Undeposited F...	400.00	36,203.00
Deposit	2/21/2012		Cash	Deposit		Bank of the Isl...	1,510.00	37,713.00
Deposit	2/21/2012		Check	Deposit		Bank of the Isl...	2,690.00	40,403.00
Deposit	2/21/2012		Check	Deposit		Bank of the Isl...	1,660.00	42,063.00
Sales Receipt	2/22/2012	100	Gerri Perkins			Undeposited F...	550.00	42,613.00
Sales Receipt	2/23/2012	101	Sheila Sklar			Undeposited F...	45.00	42,658.00
Deposit	3/6/2012		Check	Deposit		Bank of the Isl...	380.00	43,038.00
Deposit	3/14/2012	1278	Check	Deposit		Bank of the Isl...	85.00	43,123.00
Deposit	3/14/2012	1765	Check	Deposit		Bank of the Isl...	85.00	43,208.00
Deposit	3/14/2012	099161	Check	Deposit		Bank of the Isl...	2,000.00	45,208.00
Total FUNDRAISER 2012							45,208.00	45,208.00
Total Development Committee							45,208.00	45,208.00

12:47 PM

04/17/12

Accrual Basis

Sanibel Historical Museum and Village, Inc.
Profit & Loss Detail
 January through March 2012

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Twilight Tours								
Deposit	2/9/2012		Cash	Deposit		Bank of the Isl...	320.00	320.00
Deposit	3/21/2012		Cash	Deposit		Bank of the Isl...	375.00	695.00
Deposit	3/28/2012		Cash	Deposit		Bank of the Isl...	165.00	860.00
Total Twilight Tours							860.00	860.00
Total Special Events Income							46,068.00	46,068.00
Total Income							98,456.79	98,456.79
Gross Profit							98,456.79	98,456.79
Expense								
Business Expenses								
Misc Expenses								
Bill	2/14/2012		Chelsea Kraft	1/11 leeway ...		Accounts Pay...	10.00	10.00
Bill	3/21/2012		Emilie Alfino			Accounts Pay...	297.50	307.50
Total Misc Expenses							307.50	307.50
Total Business Expenses							307.50	307.50
Contract Services								
Accounting Fees								
Bill	2/1/2012		Mary Grace Whitaker			Accounts Pay...	1,041.67	1,041.67
Bill	2/28/2012		Mary Grace Whitaker			Accounts Pay...	1,041.67	2,083.34
Bill	3/24/2012		Mary Grace Whitaker			Accounts Pay...	1,041.67	3,125.01
Total Accounting Fees							3,125.01	3,125.01
Audit fees								
Bill	1/4/2012		Stroemer & Company			Accounts Pay...	3,365.00	3,365.00
Bill	2/7/2012	118959	Stroemer & Company			Accounts Pay...	2,035.00	5,400.00
Total Audit fees							5,400.00	5,400.00
Computer Consulting Services								
Bill	1/24/2012		Neomata	Computer su...		Accounts Pay...	497.78	497.78
Total Computer Consulting Services							497.78	497.78
Total Contract Services							9,022.79	9,022.79
Facilities and Equipment								
Cleaning Service								
Bill	1/24/2012		Coverall Cleaning			Accounts Pay...	671.00	671.00
Bill	2/28/2012		Coverall Cleaning			Accounts Pay...	671.00	1,342.00
Bill	3/27/2012		Coverall Cleaning			Accounts Pay...	671.00	2,013.00
Total Cleaning Service							2,013.00	2,013.00

12:47 PM

Sanibel Historical Museum and Village, Inc.

04/17/12

Profit & Loss Detail

Accrual Basis

January through March 2012

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Electrical upgrades								
Bill	3/6/2012	1637	Sanibel Electric Co...	Ceiling Fans		Accounts Pay...	189.00	189.00
Total Electrical upgrades							189.00	189.00
office furniture & equipment								
Bill	1/4/2012		Neomata	printers		Accounts Pay...	1,097.98	1,097.98
Bill	1/24/2012		Emilie Alfino	copier		Accounts Pay...	348.96	1,446.94
Bill	2/14/2012		Neomata			Accounts Pay...	865.00	2,311.94
Total office furniture & equipment							2,311.94	2,311.94
Total Facilities and Equipment							4,513.94	4,513.94
Fundraiser 2012								
Bill	1/11/2012		Island Graphics	invitation		Accounts Pay...	734.50	734.50
Bill	1/11/2012		Dorothy Donaldson	postage		Accounts Pay...	42.24	776.74
Bill	1/24/2012		Dorothy Donaldson	postage- fun...		Accounts Pay...	308.00	1,084.74
Bill	2/28/2012		Nancy McNeill			Accounts Pay...	70.77	1,155.51
Deposit	3/1/2012		Cash	Deposit		Bank of the Isl...	-125.00	1,030.51
Deposit	3/1/2012	1177	Check	Deposit		Bank of the Isl...	-125.00	905.51
Deposit	3/1/2012	3504	Check	Deposit		Bank of the Isl...	-85.00	820.51
Deposit	3/1/2012	14295	Check	Deposit		Bank of the Isl...	-85.00	735.51
Deposit	3/1/2012	1231	Check	Deposit		Bank of the Isl...	-85.00	650.51
Deposit	3/1/2012	1309	Check	Deposit		Bank of the Isl...	-85.00	565.51
Deposit	3/1/2012	3069	Check	Deposit		Bank of the Isl...	-100.00	465.51
Deposit	3/1/2012	2074	Check	Deposit		Bank of the Isl...	-85.00	380.51
Deposit	3/1/2012	797	Check	Deposit		Bank of the Isl...	-25.00	355.51
Deposit	3/1/2012	1399	Check	Deposit		Bank of the Isl...	-85.00	270.51
Deposit	3/1/2012	3763	Check	Deposit		Bank of the Isl...	-85.00	185.51
Bill	3/6/2012	4781	Island Graphics	fundraiser pr...		Accounts Pay...	675.45	860.96
Bill	3/6/2012		The Sanctuary	Historical Mu...		Accounts Pay...	8,248.77	9,109.73
Bill	3/6/2012		Pam Magnotto	Decorations		Accounts Pay...	351.21	9,460.94
Bill	3/27/2012		Traditions on the B...			Accounts Pay...	1,500.00	10,960.94
Bill	3/27/2012		Dorothy Donaldson			Accounts Pay...	168.99	11,129.93
Total Fundraiser 2012							11,129.93	11,129.93
Gift Shop Expenses								
Bookstore Expenses								
Author's Commissions								
Bill	3/28/2012		Betty Anholt			Accounts Pay...	43.00	43.00
Total Author's Commissions							43.00	43.00
Postage and Shipping								
Bill	1/11/2012		Emilie Alfino	guest books		Accounts Pay...		0.00
Bill	1/24/2012		Ann Rodman	postage		Accounts Pay...	10.14	10.14
Bill	1/24/2012		Paula Newton	postage		Accounts Pay...	7.63	17.77
Total Postage and Shipping							17.77	17.77
Total Bookstore Expenses							60.77	60.77

12:47 PM

04/17/12

Accrual Basis

Sanibel Historical Museum and Village, Inc.
Profit & Loss Detail
 January through March 2012

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Gift shop items								
Bill	1/24/2012		History Press, Inc			Accounts Pay...	279.75	279.75
Bill	2/1/2012		Ecity Publishing			Accounts Pay...	170.00	449.75
Bill	2/21/2012	9154...	Dover Publications			Accounts Pay...	276.57	726.32
Bill	3/13/2012		Dover Publications	Purchase Or...		Accounts Pay...	276.57	1,002.89
Total Gift shop items							1,002.89	1,002.89
Giftshop Consignment								
Bill	1/24/2012		Gisela Damandl			Accounts Pay...	51.00	51.00
Bill	1/24/2012		Barbara Walling			Accounts Pay...	77.00	128.00
Bill	1/24/2012		Jlm Prestigiacom			Accounts Pay...	33.00	161.00
Bill	2/7/2012		Barbara Walling			Accounts Pay...	37.00	198.00
Bill	2/7/2012		Jlm Prestigiacom			Accounts Pay...	255.00	453.00
Bill	2/7/2012		Gisela Damandl			Accounts Pay...	81.00	534.00
Total Giftshop Consignment							534.00	534.00
Sales and Use Taxes								
Bill	1/11/2012		Florida Department ...	sales tax		Accounts Pay...	51.09	51.09
Total Sales and Use Taxes							51.09	51.09
Total Gift Shop Expenses							1,648.75	1,648.75
Holiday and Special Events								
Fundraising Luncheon								
Audiovisual Project								
Bill	3/6/2012		Emilie Alfino	Speakers		Accounts Pay...	9.95	9.95
Total Audiovisual Project							9.95	9.95
Total Fundraising Luncheon							9.95	9.95
Total Holiday and Special Events							9.95	9.95
Operations								
Books, Subscriptions, Reference								
Bill	3/21/2012		Chelsea Kraft			Accounts Pay...	21.15	21.15
Total Books, Subscriptions, Reference							21.15	21.15
Credit Card Fees								
Check	1/3/2012			Service Charge		Bank of the Isl...	10.00	10.00
Check	1/25/2012	CCADJ		Fee ID=3933...		Bank of the Isl...	8.20	18.20
Check	1/31/2012	CCADJ		Fee ID=3938...		Bank of the Isl...	12.95	31.15
Check	1/31/2012	CCADJ		Fee ID=3938...		Bank of the Isl...	4.69	35.84
Check	2/22/2012	CCADJ		Fee ID=3952...		Bank of the Isl...	102.71	138.55
Check	2/23/2012	CCADJ		Fee ID=3953...		Bank of the Isl...	15.58	154.13
Check	2/24/2012	CCADJ		Fee ID=3953...		Bank of the Isl...	0.74	154.87
Check	2/29/2012	CCADJ		Fee ID=3959...		Bank of the Isl...	110.43	265.30
Check	2/29/2012	CCADJ		Fee ID=3959...		Bank of the Isl...	12.95	278.25

12:47 PM

04/17/12

Accrual Basis

Sanibel Historical Museum and Village, Inc.

Profit & Loss Detail

January through March 2012

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Check	3/23/2012	CCADJ				Bank of the Isl...	0.82	279.07
Check	3/26/2012	CCADJ				Bank of the Isl...	2.46	281.53
Total Credit Card Fees							281.53	281.53
Postage, Mailing Service								
Bill	1/11/2012		United State Postal ...			Accounts Pay...	88.00	88.00
Bill	3/6/2012		United State Postal ...			Accounts Pay...	88.00	176.00
Bill	3/21/2012		Emilie Alfino			Accounts Pay...	2.00	178.00
Total Postage, Mailing Service							178.00	178.00
Printing and Copying								
Bill	1/11/2012	5341	Quickprint	docent handb...		Accounts Pay...	795.00	795.00
Bill	1/11/2012		Emilie Alfino	guest books		Accounts Pay...		795.00
Bill	3/13/2012		Allegra Print & Imag...	Invoice 4030...		Accounts Pay...	349.72	1,144.72
Bill	3/21/2012	3889	Allegra Print & Imag...			Accounts Pay...	110.00	1,254.72
Bill	3/21/2012	3889	Allegra Print & Imag...			Accounts Pay...	462.79	1,717.51
Total Printing and Copying							1,717.51	1,717.51
Software license & maintenance								
Bill	1/4/2012		PastPerfect Software			Accounts Pay...	127.00	127.00
Bill	1/24/2012		MG Whitaker	Quickbooks p...		Accounts Pay...	745.00	872.00
Bill	2/1/2012		PastPerfect Software			Accounts Pay...	352.00	1,224.00
Bill	2/14/2012		Emilie Alfino	past nperfect ...		Accounts Pay...	426.00	1,650.00
Bill	3/21/2012		Emilie Alfino			Accounts Pay...	61.17	1,711.17
Total Software license & maintenance							1,711.17	1,711.17
Stationery								
Bill	2/28/2012		Emilie Alfino			Accounts Pay...	25.53	25.53
Total Stationery							25.53	25.53
Supplies								
Bill	1/11/2012		Emilie Alfino	guest books		Accounts Pay...	39.98	39.98
Bill	1/24/2012		Alex Werner	candle lights		Accounts Pay...	84.54	124.52
Bill	2/1/2012		Pam Magnotto			Accounts Pay...	21.52	146.04
Bill	2/7/2012		MG Whitaker	W2 forms		Accounts Pay...	59.32	205.36
Bill	2/21/2012		Emilie Alfino			Accounts Pay...	34.98	240.34
Bill	2/21/2012		Baileys General Store			Accounts Pay...	10.46	250.80
Bill	2/28/2012		Emilie Alfino			Accounts Pay...	51.39	302.19
Bill	2/28/2012		Emilie Alfino			Accounts Pay...		302.19
Bill	2/28/2012		Emilie Alfino			Accounts Pay...	144.14	446.33
Bill	2/28/2012		Alex Werner			Accounts Pay...	14.83	461.16
Bill	2/28/2012		Alex Werner			Accounts Pay...	7.27	468.43
Bill	2/28/2012		Alex Werner			Accounts Pay...	45.02	513.45
Bill	3/6/2012		Alex Werner	Towels		Accounts Pay...	53.90	567.35
Bill	3/21/2012		Emilie Alfino			Accounts Pay...	57.96	625.31
Bill	3/21/2012		Emilie Alfino			Accounts Pay...	12.42	637.73
Bill	3/21/2012		Chelsea Kraft			Accounts Pay...	159.70	797.43
Bill	3/27/2012		Baileys General Store			Accounts Pay...	4.77	802.20

12:47 PM

04/17/12

Accrual Basis

Sanibel Historical Museum and Village, Inc.
Profit & Loss Detail
January through March 2012

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Bill	3/28/2012		Mary McLaughlin			Accounts Pay...	4.14	806.34
Bill	3/28/2012		Emilie Alfino	Ink & Supplies		Accounts Pay...	113.55	919.89
Total Supplies							919.89	919.89
Telephone, Telecommunications								
Bill	1/11/2012		Multipoint Communi...			Accounts Pay...	27.09	27.09
Bill	1/24/2012		Century Link			Accounts Pay...	231.48	258.57
Bill	2/21/2012		Century Link			Accounts Pay...	117.50	376.07
Bill	3/21/2012	3120...	Century Link			Accounts Pay...	127.18	503.25
Total Telephone, Telecommunications							503.25	503.25
Total Operations							5,358.03	5,358.03
Other Types of Expenses								
Advertising Expenses								
Bill	1/4/2012		Alex Werner	sign		Accounts Pay...	320.00	320.00
Bill	2/14/2012		Sanibel Captiva Ch...	computer lapt...		Accounts Pay...	1,200.00	1,520.00
Bill	2/28/2012		Neomata			Accounts Pay...	750.00	2,270.00
Bill	3/21/2012		Sanibel Captiva Ch...	Obtain Busin...		Accounts Pay...	25.00	2,295.00
Total Advertising Expenses							2,295.00	2,295.00
Memberships and Dues								
Bill	1/4/2012		Southwest Florida A...			Accounts Pay...	150.00	150.00
Bill	1/11/2012		Sanibel Captiva Ch...			Accounts Pay...	175.00	325.00
Total Memberships and Dues							325.00	325.00
Total Other Types of Expenses							2,620.00	2,620.00
Payroll Expenses								
Paycheck	1/25/2012	1794	Emilie Massey			Bank of the Isl...	2,833.33	2,833.33
Paycheck	1/25/2012	1794	Emilie Massey			Bank of the Isl...	175.67	3,009.00
Paycheck	1/25/2012	1794	Emilie Massey			Bank of the Isl...	41.08	3,050.08
Paycheck	1/25/2012	1794	Emilie Massey			Bank of the Isl...	17.00	3,067.08
Paycheck	1/25/2012	1794	Emilie Massey			Bank of the Isl...	76.50	3,143.58
Paycheck	2/16/2012	1813	Chelsea L Kraft			Bank of the Isl...	961.54	4,105.12
Paycheck	2/16/2012	1813	Chelsea L Kraft			Bank of the Isl...	59.62	4,164.74
Paycheck	2/16/2012	1813	Chelsea L Kraft			Bank of the Isl...	13.94	4,178.68
Paycheck	2/16/2012	1813	Chelsea L Kraft			Bank of the Isl...	5.77	4,184.45
Paycheck	2/16/2012	1813	Chelsea L Kraft			Bank of the Isl...	25.96	4,210.41
Paycheck	2/23/2012	1818	Emilie Massey			Bank of the Isl...	2,833.33	7,043.74
Paycheck	2/23/2012	1818	Emilie Massey			Bank of the Isl...	175.66	7,219.40
Paycheck	2/23/2012	1818	Emilie Massey			Bank of the Isl...	41.09	7,260.49
Paycheck	2/23/2012	1818	Emilie Massey			Bank of the Isl...	17.00	7,277.49
Paycheck	2/23/2012	1818	Emilie Massey			Bank of the Isl...	76.50	7,353.99
Paycheck	3/1/2012	1825	Chelsea L Kraft			Bank of the Isl...	961.54	8,315.53
Paycheck	3/1/2012	1825	Chelsea L Kraft			Bank of the Isl...	59.61	8,375.14
Paycheck	3/1/2012	1825	Chelsea L Kraft			Bank of the Isl...	13.94	8,389.08
Paycheck	3/1/2012	1825	Chelsea L Kraft			Bank of the Isl...	5.77	8,394.85
Paycheck	3/1/2012	1825	Chelsea L Kraft			Bank of the Isl...	25.96	8,420.81

12:47 PM

04/17/12

Accrual Basis

Sanibel Historical Museum and Village, Inc.
Profit & Loss Detail
January through March 2012

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Paycheck	3/14/2012	1838	Emilie Massey			Bank of the Isl...	1,307.69	9,728.50
Paycheck	3/14/2012	1838	Emilie Massey			Bank of the Isl...	81.08	9,809.58
Paycheck	3/14/2012	1838	Emilie Massey			Bank of the Isl...	18.96	9,828.54
Paycheck	3/14/2012	1838	Emilie Massey			Bank of the Isl...	7.85	9,836.39
Paycheck	3/14/2012	1838	Emilie Massey			Bank of the Isl...	35.31	9,871.70
Paycheck	3/15/2012	1837	Chelsea L Kraft			Bank of the Isl...	961.54	10,833.24
Paycheck	3/15/2012	1837	Chelsea L Kraft			Bank of the Isl...	59.62	10,892.86
Paycheck	3/15/2012	1837	Chelsea L Kraft			Bank of the Isl...	13.95	10,906.81
Paycheck	3/15/2012	1837	Chelsea L Kraft			Bank of the Isl...	5.77	10,912.58
Paycheck	3/15/2012	1837	Chelsea L Kraft			Bank of the Isl...	25.96	10,938.54
Paycheck	3/24/2012	1849	Emilie Massey			Bank of the Isl...	1,307.69	12,246.23
Paycheck	3/24/2012	1849	Emilie Massey			Bank of the Isl...	81.07	12,327.30
Paycheck	3/24/2012	1849	Emilie Massey			Bank of the Isl...	18.96	12,346.26
Paycheck	3/24/2012	1849	Emilie Massey			Bank of the Isl...	0.00	12,346.26
Paycheck	3/24/2012	1849	Emilie Massey			Bank of the Isl...	5.88	12,352.14
Paycheck	3/28/2012	1848	Chelsea L Kraft			Bank of the Isl...	961.54	13,313.68
Paycheck	3/28/2012	1848	Chelsea L Kraft			Bank of the Isl...	59.61	13,373.29
Paycheck	3/28/2012	1848	Chelsea L Kraft			Bank of the Isl...	13.94	13,387.23
Paycheck	3/28/2012	1848	Chelsea L Kraft			Bank of the Isl...	5.77	13,393.00
Paycheck	3/28/2012	1848	Chelsea L Kraft			Bank of the Isl...	25.97	13,418.97
Total Payroll Expenses							13,418.97	13,418.97
Travel and Meetings								
Conference, Convention, Meeting								
Bill	2/7/2012		Emilie Alfino			Accounts Pay...	48.00	48.00
Bill	2/14/2012		Chelsea Kraft	quickbooks c...		Accounts Pay...	105.00	153.00
Bill	2/14/2012		Emilie Alfino	grant writing		Accounts Pay...	48.00	201.00
Bill	2/14/2012		Emilie Alfino	grant writing r...		Accounts Pay...	29.99	230.99
Total Conference, Convention, Meeting							230.99	230.99
Travel								
Bill	3/21/2012		Chelsea Kraft			Accounts Pay...	5.45	5.45
Total Travel							5.45	5.45
Total Travel and Meetings							236.44	236.44
Total Expense							48,266.30	48,266.30
Net Income							50,190.49	50,190.49

Lee County Electric Cooperative prepares for the 2012 Sanibel Island Circuit Trim, with plans to mobilize the tree trimming crews this summer, mid to late June. The below map highlights the route to be trimmed in red.

Should you have any questions or require additional information, please contact Lee County Electric Cooperative directly at (239) 656-2300.

