

**SANIBEL CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS (MacKenzie Hall)
800 DUNLOP ROAD
SANIBEL, FLORIDA
TUESDAY, JUNE 05, 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 Congress)
3. **PRESENTATION (S)**
 - a. Presentation of the “Hometown Hero” Award to Vice Mayor Mick Denham from the Florida League of Cities (FLC)
 - b. Presentation from Sanibel Captiva Conservation Foundation (SCCF), Joel Caouette, Shorebird Monitoring Coordinator for the Partners in Conservation Award 2012 to City for support with the Snowy Plover Project
4. Planning Commission Report (Commissioner Dr. Phillips Marks)
5. Public Comments for non-Agenda items (Maximum time allotted, 20 minutes, with a limitation of 3 minutes per speaker.)
6. Council Comments
7. **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 a request for a Special Events Permit to hold the 2013 Sanibel Music Festival at the Sanibel Congregational Church, 2050 Periwinkle Way on March, 02, 05, 09, 12, 16, 19 and 23, 2013 (this event is a grandfathered event)

- b. **RESOLUTION 12-051 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-035 AND PROVIDING AN EFFECTIVE DATE** (To transfer \$13,000 from recreation center ending fund balance as follows: 1) \$3,000 for unbudgeted employment ads and local promotional ads; 2) \$1,000 for a “trial period” extension of the Power Hour fitness class; 3) \$6,000 for 10 weeks inclusive of summer camp expenses; 4) \$3,000 for recreation center parking lot speed control. This amendment does not increase or decrease the FY12 budget)
- c. **RESOLUTION 12-052 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-036 AND PROVIDING AN EFFECTIVE DATE** (To transfer \$5,000 from ending fund balance for arbitrage services. This amendment does not increase or decrease the FY12 budget)
- d. Approval of a contract between the City of Sanibel and United Mechanical Inc. for the preventative quarterly maintenance for the Recreation Center’s HVAC System in the amount of \$10,300 and the monthly remote monitoring in the amount of \$5,800 with a total of \$16,100 and authorize the City Manager to execute same (this project is funded through the adopted FY12 budget)
- e. Approve a letter of support for the Lee County Sheriff’s Department for a grant (Edward Byrne Memorial Justice Assistance Grant) which includes \$1,880 for enhancement of wireless police reporting system to be executed by the Mayor **AND** Approval of the Memorandum of Understanding between the City of Sanibel, the Lee County Board of Commissioners, Lee County Sheriff’s Department and Lee County Port Authority to participate in an Edward Byrne Memorial Justice Assistance Grant (JAG) and authorize the City Manager to execute same
- f. Approval of an agreement with CliftonLarsenAllen to develop a plan for Migration of City Technology to the cloud (Phase 2 – Technology Provider Research and Recommendations for \$11,040 & Phase 3 – Transition Plan Definition for \$11,500 with the total amount of \$22,540 and authorize the City Manager to execute same (this project does not increase the FY12 budget)
- g. **RESOLUTION 12-053 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-037 AND PROVIDING AN EFFECTIVE DATE** (To appropriate \$4,958 of grant assistance from the Florida Fish and Wildlife Conservation Commission’s Invasive Plant Management Section. The Section will provide 120 gallons of Element 4 herbicide, valued at \$41.31 per gallon, to the City. This is the herbicide product that is used by City contractual crews for treatment of Brazilian pepper as part of the Island-wide Brazilian pepper eradication program. It is the least toxic, least expensive and most environmentally friendly herbicide available that is suitable

for this purpose. This grant will enable the program to save an equivalent amount in herbicide expenses during the current fiscal year. This amendment increases the FY12 budget by \$4,958)

- h. Award a contract to C.W. Roberts Contracting, Inc. for Shared Use Path extensions at Dixie Boulevard and Bailey Road in the amount of \$279,216.00 and authorize City Manager to execute same (these projects were included in the adopted FY12 budget and does not increase/decrease the FY12 budget)
- i. Award a contract to Bonness, Inc. in the amount of \$170,950.44 for the Tarpon Bay Road Shared Use Path improvements from Island Inn Road to West Gulf Drive and authorize the City Manager to execute same (this project was included in the adopted FY12 budget and does not increase/decrease the FY12 budget)
- j. Award a contract to Canoe Adventures, Inc. in the amount of \$74,240.00 for the Sanibel River Clearing Project and authorize the City Manager execute same (this project was included in the adopted FY12 budget and does not increase/decrease the FY12 budget)
- k. Award a contract to Bateman Contracting, LLP in the amount of \$122,000.00 for the Rabbit Road Shared Use Path widening and overlay project and authorize the City Manager execute same (this project was included in the adopted FY12 budget and does not increase/decrease the FY12 budget)
- l. Reject bids received for the stationary emergency generator and access platform for lift station #5 and Turner Beach lift station access platform
- m. Reject bids for replacement 125kW portable generator and authorize City Manager to either rebid or purchase equipment off of a State Contract
- n. Award a contract to Better Roads, Inc. in the amount of \$790,307.50 for the 2012 Street Resurfacing Project and authorize the City Manager execute same (this project was included in the adopted FY12 budget located in the FY12 Public Works Streets budget and does not increase/decrease the FY12 budget)
- o. Request that revenue generated from merchandise sold at the Recreation Center be deposited into the Recreation Department budget for youth
- p. Request rejection of bids for the Main Server Room due to transitioning to storage of critical data and applications as Cloud Based

- q. Approval of a letter of support dated May 08, 2012 to Dr. Leal, Baileys-Matthews Shell Museum Director for grant application signed by the Mayor
- r. **RESOLUTION 12-054 GRANTING A PARTIAL WAIVER OF THE CONDITIONAL USE APPLICATION FEE FOR SANIBEL SPROUT, LLC LOCATED AT 2330 PALM RIDGE ROAD; AND PROVIDING AN EFFECTIVE DATE**
- s. **RESOLUTION 12-055 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-039 AND PROVIDING AN EFFECTIVE DATE** (The Building Department is requesting a budget transfer from reserves, for overtime in the amount of \$6,395 to support data correction on 4,000 the files. We will justify with our written files and the computer information to insure that files are correct. Then we will use the justified files to go back and make sure all permits are completed or properly closed. This will help all homeowners who wish to sell or refinance their property to have updated information concerning permits. This justification project is also needed to have qualified information in the city computer system before we convert from the new Tyler Munis program. This budget amendment does not increase or decrease the FY12 budget)
- t. **RESOLUTION 12-056 AUTHORIZING THE CITY MANAGER TO DISPOSE OF OBSOLETE OR SURPLUS FIXED ASSETS; AND PROVIDING AN EFFECTIVE DATE** (Public Works Utility Department 2002 Ford F-350 and Beach Parking 2004 New Holland Tractor TN75S)
- u. **RESOLUTION 12-057 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-038 AND PROVIDING AN EFFECTIVE DATE** (To transfer \$1,800 from ending fund balance to professional services in the public facilities department for additional work required for the finance department space planning project. This project does not increase or decrease the FY12 budget)
- v. **RESOLUTION 12-058 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-040 AND PROVIDING AN EFFECTIVE DATE** (To budget \$15,000 for part-time as needed help to complete planning department special projects through the remainder of the year. This amendment does not increase or decrease the FY12 budget)
- w. **RESOLUTION 12-059 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-041 AND PROVIDING AN EFFECTIVE DATE** (To budget and appropriate \$18,672 for CDBG Contract # 5989, through Lee County, to remove and replace architectural barriers to ensure that the wooden bridge between the parking at the City Hall Complex and the BIG Arts building in the Historical Village and Museum is accessible and allow unrestricted movement to all users. This amendment increased the FY12 budget by \$18,672)

- x. Request from the Friends of Don to co-sponsor the Independence Day parade and waive the Special Events application fee (This is a grandfathered event)
- y. Approval of an agreement with Robert Loflin, PhD, for Natural Resources Services
- z. **RESOLUTION 12-060 DESIGNATING THE CITY MANAGER, FINANCE DIRECTOR, RECREATION DIRECTOR AND THE ADMINISTRATIVE SERVICES DIRECTOR TO ACT ON BEHALF OF THE CITY TO EXECUTE INVESTMENT AND BANK ACCOUNT SIGNATURE CARDS, BANKING RESOLUTION AND CERTIFICATE OF INCUMBENCY, AND RELATED DEPOSIT ACCOUNT DOCUMENTATION; AND PROVIDING AN EFFECTIVE DATE**

8. **OLD BUSINESS**

- a. Continued discussion regarding a water quality education campaign (Vice Mayor Denham)
 - i. Important facts for controlling fertilizer application
 - ii. Education Campaign
 - iii. Proposed Timeline for City Council Local Coalition Support
- b. Sarbanes Presentation
 - i. Summary of Project Recommendation Elements
 - ii. PowerPoint
- c. Status report regarding the playground equipment installation at The Sanibel School, 3840 Sanibel Captiva Road
- d. Direction to Verizon Wireless on two issues pursuant to the requirement of Resolution 11-007 (which approved the communication tower at the Donax site):
 - i. 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)
 - ii. Whether down lighting will be required as part of construction in the event the flying of a flag is authorized at a later date

- e. Status report regarding Community Housing Resources, Inc. (CHR) (Councilman Congress)
 - i. CHR Timeline
 - ii. CHR Contract Matrix - Updated
 - iii. CHR Contract (existing)
 - iv. EAR Schedule and Timeline

- f. Status report regarding the General Employees' Pension Board meeting of Wednesday, May 09, 2012 (Councilman Congress)
 - i. Investment Reports Quarter Ending – March 31, 2012 Burgess Chambers & Associates, Inc.
 - ii. Fixed Income Analysis May, 2012 – Burgess Chambers & Associates, Inc.
 - iii. May 04, 2012 information from Doug Lozen, Foster and Foster actuarial
 - iv. Reducing the assumption rate

9. **CITY MANAGER**

- a. Informational Items
 - i. Results of the recent bike survey
 - ii. Response from Florida Department of Transportation (FDOT) regarding the City's inquiry for advanced funds for the Lighthouse Restoration Project by letter dated April 30, 2012
 - iii. New unfunded mandate by state regarding new requirements once handled by Health Departments for swimming pools
 - iv. Building Department Monthly Revenue Report, April, 2012
 - v. Building Department Monthly Permit and Inspections, April, 2012
 - vi. Planning Department Permit Activity Report, April, 2012
 - vii. Planning Department Code Enforcement Activity Report, April, 2012
 - viii. Grease Trap Report, April, 2012
 - ix. Causeway Counts for February and March, 2012
 - x. City's Financial Report for quarter ending March 31, 2012
 - xi. Integrity Fixed Income Manager Quarterly Report for quarter ending March 31, 2012
 - xii. Burgess Chambers and Associates quarterly performance report for quarter ending March 31, 2012
 - xiii. Veolia ES Solid Waste Southeast, Inc. Audited Franchise report for period ending December 31, 2011
 - xiv. Florida League of Cities (FLC) Conference August 23 to 25, 2012 Hollywood, Fl., Westin Diplomat
 - xv. Historical Museum and Village form 990 for FY10/11

xvi. Status report regarding maintenance dredging the mouth of Shell Harbor

xvii. Request from Charlotte Harbor National Estuary Program for support in the amount of \$7,500

10. **CITY ATTORNEY'S REPORT**

11. **COUNCIL MEMBERS' REPORT**

- a. Report regarding Wednesday, May 02, 2012 Tourism Development Council (TDC) Beach and Shoreline FY13 Funding Requests Workshop and the May 11, 2012 TDC meeting (Mayor Ruane)
- b. Report regarding Captiva Erosion Prevention District (CEPD) Wednesday, May 09, 2012 (Mayor Ruane)
 - i. Blind Pass Project
 - ii. Captiva Beach Re-nourishment
- c. Discussion regarding code regulations for emergency generators (Councilman Harrity)

12. **PUBLIC COMMENT**

- 12:30 P.M. 13. Convene an **EXECUTIVE SESSION RELATING TO UNION NEGOTIATIONS**

In attendance shall be only the following persons:

Mayor Kevin Ruane

Vice Mayor Mick Denham

Councilman Doug Congress

Councilman Marty Harrity

Councilman Jim Jennings

Sanibel City Manager Judie Zimomra

Sanibel City Attorney Kenneth B. Cuyler

Jim Isom, Director of Administrative Services

Wayne Helsby, Labor Counsel (Allen, Norton & Blue)

(by phone)

14. **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

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		
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		

HORIZON – UPCOMING IMPORTANT DATES

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.
Passover				
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.



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12 APR 25 AM 10: 01

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ADMIN / LEGIS

April 20, 2012

Honorable Mick Denham
Vice Mayor, City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

Dear Vice Mayor Denham:

Congratulations! On behalf of the Florida League of Cities, I am pleased to inform you that you have been chosen to receive the League legislative advocacy team's "Home Rule HERO Award." This award is being presented to you because you have been an outstanding advocate for protecting the home rule rights of your city's constituents, as well as municipal citizens throughout the state. Your advocacy for municipal home rule during the 2012 Legislative Session and throughout this year is an inspiration and model for municipal officials statewide. Efforts such as yours are critical to the League's grassroots advocacy.

Please contact Rachel Busick at 850-701-3603 or rbusick@flcities.com at your earliest convenience so that we can make arrangements for you to receive this award. Thank you for your strong advocacy efforts on behalf of Florida's cities, towns and villages.

Congratulations on being a "Home Rule HERO!"

Sincerely,

Scott Dudley
Legislative Director

President **Patricia J. Bates**, Mayor, Altamonte Springs

First Vice President **Manny Maroño**, Mayor, Sweetwater • Second Vice President **P.C. Wu**, Council Vice President, Pensacola

Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

Julia K. Guernsey

From: Judie A. Zimomra
Sent: Tuesday, May 22, 2012 10:14 AM
To: Julia K. Guernsey; Pamela Smith
Subject: FW: snowy plover award to City

Please find attached the backup materials for the SCCF presentation

From: Rob Loflin
Sent: Tuesday, May 22, 2012 9:14 AM
To: Judie A. Zimomra
Cc: James Evans; Holly F. Downing; Bill E. Tomlinson; Scott Krawczuk
Subject: RE: snowy plover award to City

This "Partners in Conservation" Award is made directly from SCCF to recognize the City of Sanibel's continuing partnership with SCCF in protecting snowy plovers on Sanibel beaches. It is in the form of a plaque that is scheduled to be awarded at the June 5 Council Mtg by Joel Caouette (habitat management biologist) of SCCF.

- The City Departments most involved in assisting SCCF with their Snowy Plover Program are the Sanibel Police, Public Works and Natural Resources Departments
- SCCF monitors all of Sanibel beaches for nesting pairs of snowy plovers and in coordination with the U. S. Fish and Wildlife Service and the City, marks any nests found with stakes, ropes, flagging tape and educational signage
- Nests are monitored for hatchling survival and it is not uncommon for snowy plover pairs to nest up to 3 separate times in the same nesting season
- Nesting Season for Snowy Plovers is mid-February to July on Sanibel and vehicle travel on the beaches is minimized at this time by Police and Public Works to assist in shorebird nest and hatchling protection
- This is an extremely rare bird and along the Gulf Coast there is only an estimated 200 nesting pairs of snowy plovers total. These birds need extra protection because they nest directly on the upper beach near the storm wrack line, often in areas with extensive human beach use. Their nests, eggs and hatchlings are so well camouflaged they are almost impossible to see unless you know where they are from observation of the adults.
- Their nests and hatchlings are particularly vulnerable to free roaming dogs which is one of the reasons for the City leash laws.

From: Judie A. Zimomra
Sent: Tuesday, May 22, 2012 8:22 AM
To: Rob Loflin
Subject: Re: snowy plover award to City

Just need four bullets, thank you

On May 22, 2012, at 7:28 AM, "Rob Loflin" <rob.loflin@mysanibel.com> wrote:

I will get details on award from SCCF today.



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: 4/7/12 Lec Co. Tax Parcel # 25-46-22-51-00003-1000

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: SANIBEL MUSIC FESTIVAL

EVENT ADDRESS: 2050 PERIWINKLE WAY (CONGREGATIONAL CHURCH)

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: SANIBEL MUSIC FESTIVAL, INC.

ADDRESS: P.O. Box 1623 SANIBEL, FL 33957

TELEPHONE: 472-8232 CELL: _____ FAX: _____

EMAIL ADDRESS: ORRELL2140@HOTMAIL.COM WEBSITE: SANIBELMUSICFESTIVAL.ORG

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:
ROBERT W. ORRELL 472-8232

IS THE APPLICANT/ORGANIZATION A 501(C)3, NON-PROFIT? Yes No
 Certificate No. 65-0032845 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) MARCH 2, 5, 9, 12, 16, 19, 23
 Event Date(s) Same
 Tear-Down Date(s): _____

BEGINNING/ENDING TIME:
 *Set-up and tear down must be included as part of event times.
 Set-up Time(s) _____
 Event Time(s) _____
 Tear-Down Time(s) _____

NUMBER OF PARTICIPANTS EXPECTED: 200 x 7 ADMISSION CHARGE (IF ANY): \$35 + \$45

TYPE OF EVENT/SPECIFIC ACTIVITIES: CHARITABLE MUSIC & UBBEA

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**: _____
Please indicate sign size, type, and locations of **directional signs** (Non-Profit Organizations only): _____

NUMBER OF VENDORS: N/A 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.

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 No
NUMBER OF OFFICERS: 1 **DATE:** All **TIME:** 7:30 10:30

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 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?
 Yes No
If yes, please identify right-of-way and/or public property/park name: _____

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 [✓] 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? [] 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 [✓] No If yes, indicate location on site plan.

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

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

Does event require electrical usage at any City Owned Property? [] Yes [✓] No

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.

Fredrick G. Gobel
Property Owner Signature

FRED GOBEL
Print Name

MODERATOR
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: Robert W. Orrell President
SANIBEL MUSIC FESTIVAL INC

Print Name: ROBERT W. ORRELL

**--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

MEMORANDUM

DATE: June 5, 2012
TO: City Council
THROUGH: City Manager Judie Zimomra
FROM: Recreation Director Andrea Miller
RE: Recreation Department Budget Amendment

Staff has identified the following unbudgeted items to be covered in the requested budget amendment:

- Increased demand for Center 4 Life fitness classes resulting in a class extension through May 31, 2012.
- Need to hire qualified Recreation Aides and Lifeguards resulting in unbudgeted employment ads.
- Providing a ten week all inclusive summer camp program for island residents and workers.
- Parking lot speed and safety concerns resulting in a need for installation of speed bumps & additional signage at the Recreation Center.

The total cost of the items listed above is \$13,000 which is covered by revenues generated from recreation fees. Please see attached for matrix of items to be included in this budget amendment.

CC: Finance Director Sylvia Edwards
City Attorney Ken Cuyler

Recreation Department Budget Amendment Items

Project	Cost	Line Item	
Center 4 Life Fitness Class Extension	\$1,000	1707270434000	center 4 life - contractual
Promotional / Unbudgeted Employment Ads	\$3,000	1707200448000	rec center - promotional
10 wk Inclusive Summer Camp Expenses			
Transportation (buses & rental van)	\$1,050	1707200444000	rec center - rentals & leases
Field Trip Admission Fees	\$2,950	1707200452000	rec center - operating
Contractuals (art, tennis, horseback, golf, etc)	\$2,000	1707200434000	rec center - contractual
Rec Center Parking Lot Speed Control			
Speed Bumps	\$2,720	1707200453000	rec center - road materials
Signage	\$280	1707200453000	
TOTAL	\$13,000		

RESOLUTION 12-051

**APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-035 AND
PROVIDING AN EFFECTIVE DATE**

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

SECTION 1. The revised Recreation Fund for fiscal year 2011-2012, Budget Amendment/Transfer BA 2012-035 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 5th day of June 2012.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:

Kenneth B. Cuyler
Kenneth B. Cuyler, City Attorney

5/21/12
Date

Vote of Councilmembers:

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

RESOLUTION 12-052

APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-036 AND PROVIDING AN EFFECTIVE DATE

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

SECTION 1. The revised Debt Service Fund for fiscal year 2011-2012, Budget Amendment/Transfer BA 2012-036 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 5th day of June 2012.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:

Kenneth B. Cuyler
Kenneth B. Cuyler, City Attorney

5/21/12
Date

Vote of Councilmembers:

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

April 23, 2012



Ms. Sylvia A. Edwards, CPA, CGFO, Finance Director
and
Ms. Donna G. Koher, Accountant
City of Sanibel
Finance Department
800 Dunlop Road
Sanibel, Florida 33957-4096

ENGAGEMENT LETTER FOR ARBITRAGE COMPLIANCE SERVICES

- **Control #4.00 - \$8,350,000 General Obligation Bonds, Series 2006**

Arbitrage Compliance Specialists, Inc. ("ACS") is pleased to present our fees to provide Arbitrage Compliance Services to the Issuer. ACS is one of the most prominent and well-respected provider of arbitrage compliance services in the nation. ACS' staff members are accounting professionals who have extensive knowledge of governmental accounting, accounting allocation methods and legal interpretation skills to compute the lowest permissible liability allowed. We pride ourselves on our unprecedented commitment to each and every client we represent.

ACS has provided an all-inclusive, flat rate fee to encompass the various elements that we may encounter during the calculations. ACS' fees are derived by the number of years included in the calculation. The fee schedule listed on page 2 provides fees for reports covering the applicable periods. Each calculation includes both a legal opinion and a CPA opinion to provide assurance that the calculations were completed according to Section 148(f) of the Internal Revenue Code of 1986 that governs the arbitrage rebate requirements (the "Tax Code").

We appreciate the opportunity to provide assistance to help you comply with the IRS arbitrage compliance requirements. As always, if we may be of further assistance or if you have any questions, please do not hesitate to call us at (800) 672-9993 ext. 7530.

Sincerely,

Arbitrage Compliance Specialists, Inc.

Stephen H. Broden, Account Manager

Please acknowledge acceptance of this engagement by signing and faxing this letter in its entirety to Arbitrage Compliance Specialists, Inc. at (800) 756-6505 or scanning and e-mailing to arbitrage@rebatebyacs.com.

Accepted by – Signature

Print Name

Date

Title

Organization

Arbitrage Rebate Calculations for Tax-Exempt Debt:	Fees
Initial Comprehensive Arbitrage Compliance Analysis/Set-up	Included
Arbitrage rebate calculation 5 th Year: Period of 6/20/06 – 6/20/11 (Discounted Rate)	\$3,250
Post-calculation Services:	
Arbitrage monitoring service	Included
Record retention service	Included
Arbitrage Rebate Calculation Services (If Applicable):	
Commingled funds/ Transferred proceeds/Debt service reserve analysis	\$150/hr
Filing 8038-T if a payment is owed to the IRS	\$395
Legal Services:	
IRS audit assistance (for bond issues completed by ACS)	Included

Scope of Services:

1. Review the Official Statement, Non-Arbitrage and Tax Certificate, IRS Form 8038-G and any other documents.
2. Determine the bond funds subject to arbitrage rebate and IRS filing deadlines. ACS tax attorney on staff performs the legal research related to determining the subjectivity of the Bonds and the funds thereof to rebate as per Section 148(f) of the Internal Revenue Code of 1986, as amended.
3. Request all relevant investment data from the Issuer and perform relevant review and analysis.
4. Calculate and record the bond yield.
5. Input the investment data and calculate the arbitrage rebate liability in compliance with Federal Tax Law Section 148(f) of the Internal Revenue Code of 1986.
6. Provide arbitrage rebate reports with legal opinion and CPA certified professional opinion that can be relied upon by the Issuer regarding its rebate liability. The report(s) will provide supporting documentation to the Issuer describing the calculation method employed, assumptions, conclusions, executive summary, and if applicable, the accompanying Form 8038-T for payment to the IRS. The report(s) will include, as needed, universal cap, transferred proceeds, yield restriction, spending exception calculations, testing for a bona fide debt service fund, and residual debt service reserve fund.
7. Prepare IRS Form 8038-T with a transmittal letter covering all instructions for accurate and timely filing to the IRS.
8. Discuss the arbitrage rebate report and findings with the Issuer to ensure full understanding of the procedures and recommendations in such report.
9. Prepare a schedule that identifies all-important relevant information by issue including bond yield, expiration dates for temporary or spend-down periods, next rebate calculation date and rebate liability.
10. Advise the Issuer on changes in record keeping for expenditures and investments.
11. Provide technical assistance and consultation to the Issuer in matters related to the arbitrage compliance regulations and evolving changes.

11/12-046



CM 0056072, CF 0024464

4/26/2012

Submitted to:
Sanibel Recreation Center
Attn: Matt Fanhon
3880 Sanibel Captiva Rd
Sanibel, Fl. 33957

Preventative Maintenance Agreement

90 day Maintenance Inspections

Included: 2ea York Air Cooled Chillers, 5ea York Air Handlers, 2 ea Semco ERV's, 2ea CHW Pumps,
1ea Fredrich Mini-split, 3ea VFD's, All Exhaust Fans

Task List:

- * Replace pleated air filters
- * Clean condensate pans, drain lines and p-traps
- * Treat coils, drain lines and pans with sanitizer
- * Install pan tabs in condensate pans
- * Inspect belt and pully's, adjust as needed
- * Inspect wiring and contactors
- * Review operation of systems
- * Inspect fan and motor assy's lube as required
- * Inspect Pump and Motor bearings, Lube as required

Annual Maintenance Inspections

Included: 2ea York Air Cooled Chillers, 5ea York Air Handlers, 2 ea Semco ERV's, 2ea CHW Pumps,
1ea Fredrich Mini-split, 3ea VFD's, All Exhaust Fans

Task List:

- * Perform 90 day task list
- * Wash Condenser coils as needed
- * Perform complete diagnostic on all equip, including chillers
- * Replace all Belts

Provided:

- * Preferential 4 hr service response
- * Labor and materials to perform maintenance outlined
- * Written Report for all maintenance inspections

Hourly rates for service work beyond preventative maintenance scope

- * Normal Working Hours, Monday – Friday, 7:00am to 3:30pm..... \$75.00
- * After working hours, weekends or holidays..... \$112.50
- * Material billed at cost plus 20% Mark Up
- * Annual Cost of \$10,300.00 or \$858.33 billed each month. Maintenance related labor and materials included.

Thank you for the opportunity to perform Preventative maintenance at your facility. Sincerely,

Ken Kump
Service Manager

Accepted By _____ Date _____

Note: Contract duration shall be 1 year from date of acceptance and may be cancelled by either party with 30 days written notice.

APPROVED AS TO FORM:

This proposal may be withdrawn if not accepted within 30 days.

CITY ATTORNEY

U M I

Proposal



6441 Metro-Plantation Road
Fort Myers, FL 33966
239-939-4502 fax 239-939-4225

Attn: Matt Fannon

PROPOSAL SUBMITTED TO Sanibel Recreation Center	PHONE 239/472-0345	FAX 239/472-0804	DATE April 27, 2012
STREET 3880 Sanibel-Captiva Rd	JOB NAME HVAC Controls Monitoring		
CITY Sanibel, Florida 33957	JOB LOCATION Sanibel Community Center		

We hereby submit specifications and estimates for:

HVAC CONTROLS MONITORING

- Perform HVAC Controls monthly remote monitoring
- Confirm proper operation monthly
- Notify owner of any alarms or necessary corrective actions needed
- Perform (1) on site Annual inspection
- On-site inspection to include: Check all sensors, verify sequence and settings, check power connections and replace front end battery
- Any necessary repairs will be invoiced separately with customer prior approval
- Service hourly rate @ \$75.00 and \$115.00 overtime, weekend and holidays
- Material billed at cost plus 20%

We exclude the following items:

- Roofing, painting, patching, concrete slabs and supports, concrete cutting and patching, asphalt cutting and patching, plumbing, ceiling and electrical work including disconnect switches and starters unless specified to be furnished by the equipment manufacturers and fire alarm including provision of duct smoke detectors (we install only).
- Permit and bond fees. We can bond this work if requested. Add 1% to our bid if bond is required.
- All work to be completed, during normal business hours

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of

Five Thousand Eight Hundred Dollars and 00/100----- dollars \$5,800.00 per year

Payment to be made as follows.

Monthly at \$483.30, 30 day net

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, wind damage and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance

Authorized
Signature _____

Note: we may withdraw This proposal if not accepted within 30 days.

Ken Kump, Service Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
Date of Acceptance: _____

Signature _____
Signature _____

APPROVED AS TO FORM:

CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING

BETWEEN

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS,
LEE COUNTY SHERIFF'S OFFICE,
LEE COUNTY PORT AUTHORITY POLICE,
CITY OF SANIBEL, and
SANIBEL POLICE DEPARTMENT,**

WHEREAS, the Lee County Board of County Commissioners is the recipient of an Edward Byrne Memorial Justice Assistance Grant (JAG) from the United States Department of Justice, through the Florida Department of Law Enforcement in the amount of \$87,553.00, and,

WHEREAS, the Lee County Sheriff's Office is the implementing agency of an Edward Byrne Memorial Justice Assistance Grant (JAG). As a condition of participation in this program, the units of government in Lee County had to reach consensus concerning the expenditure of these funds, including projects to be implemented and the agencies responsible for such implementation, and,

WHEREAS, the Lee County Board of County Commissioners, the Lee County Sheriff's Office, the Lee County Port Authority Police, City of Sanibel and the Sanibel Police Department agree to continue funding a Lee County Sheriff's Office detective and purchase mobile transport device one portable computer and one radar unit for the Lee County Port Authority Police Department and three mobile tablets for the Sanibel Police Department to enhanced enforcement operations.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED THAT:

1. The Lee County Sheriff's Office will utilize \$87,553.00 to continue funding for a detective for the agency's pharmaceutical diversion unit. \$14,000 of the award will pass through to the Lee County Port Authority Police for the purchase of one mobile transport device, one portable computer and one radar unit and \$1,880 will pass through to the Sanibel Police Department for the purchase of three tablets in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and the United States Department of Justice's Special Conditions. Lee County Port Authority Police and Sanibel Police Department's procurement procedures are attached and made part of this Memorandum of Understanding as Appendix A and Appendix B, respectively.
2. All tangible items purchased shall be delivered directly from the vendor to the agencies defined above. Upon receipt, the Lee County Port Authority Police and Sanibel Police Department shall provide to the Lee County Sheriff's Office Finance Division the purchase invoice, proof of payment and original packing

ticket. The Lee County Sheriff's Office will then reimburse the Lee County Port Authority Police and Sanibel Police Department from the grant's Contractual Services up to the award amount.

3. All the parties hereto agree to be bound by and abide by the contents of the grant award and special conditions.
4. It is mutually understood and agreed by all parties that the agency representatives listed below will act as contract managers who shall 1) receive all notices regarding this Memorandum of Understanding, including modifications and/or addendums, and, 2) shall address the resolution of issues arising from the implementation of this Memorandum of Understanding:

LEE COUNTY SHERIFF'S OFFICE

Tracy Campbell, Senior Fiscal Officer
14750 Six Mile Cypress Parkway
Fort Myers, Florida 33912
(239) 477-1306
TCampbell@sheriffleefl.org

LEE COUNTY PORT AUTHORITY POLICE

Brian McGonagle, Director of Finance
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
(239) 590-4515
Bwmcgonagle@flylcpa.com

SANIBEL POLICE DEPARTMENT

Sylvia Edwards, Finance Director
800 Dunlop Road
Sanibel, Florida 33957
(239) 472-9615
Sylvia.Edwards@mysanibel.com

5. The Lee County Port Authority Police will be responsible for the inventory and maintenance of its equipment. Maintenance and/or service fees are not covered under this grant. Any and all additional costs incurred other than those listed in the grant application are the responsibility of the receiving agency.
6. The Sanibel Police Department will be responsible for the inventory and maintenance of its equipment. Maintenance and/or service fees are not covered under this grant. Any and all additional costs incurred other than those listed in the grant application are the responsibility of the receiving agency.

7. The Lee County Sheriff's Office shall maintain all financial records and complete all financial reporting as required by the terms of the grant, and, shall be responsible for all audit and compliance requirements.
8. The Lee County Sheriff's Office as the implementing agency shall compile and complete all performance reporting as required by the terms of the grant. The Sanibel Police Department and Lee County Port Authority Police shall provide any and all information necessary to complete performance reporting no later than five (5) days following the end of each quarter.
 - a. October 1, 2012 – Dec. 31, 2012
 - b. January 1, 2013 – March 31, 2013
 - c. April 1, 2013 – June 30, 2013
 - d. July 1, 2013 – September 30, 2013

All performance reporting information should be sent to:

Lee County Sheriff's Office
Attn: Pam McFall
14750 Six Mile Cypress Parkway
Fort Myers, Florida 33912
PMcFall@sheriffleefl.org

9. This Memorandum of Understanding shall remain in force and effect through the grant period ending September 30, 2012.

We, the undersigned, do understand and agree to the terms of this Memorandum of Understanding.

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

John Manning, Chairman
Old Lee County Courthouse
2120 Main Street
Fort Myers, Florida 33901
(239) 533-2224

John Manning, Chairman

Date

LEE COUNTY SHERIFF'S OFFICE

Mike Scott, Sheriff
14750 Six Mile Cypress Parkway
Fort Myers, Florida 33912
(239) 477-1000

Mike Scott, Sheriff

Date

LEE COUNTY PORT AUTHORITY POLICE

Jack Cavanaugh, Chief
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
(239) 477-1000

Jack Cavanaugh, Chief

Date

CITY OF SANIBEL

Judith Zimomra, City Manager
800 Dunlop Road
Sanibel, Florida 33957
(239) 472-3700

Judith Zimomra, City Manager

Date


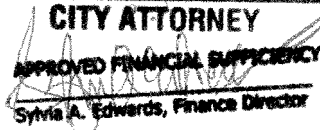
SANIBEL POLICE DEPARTMENT

Bill Tomlinson, Chief of Police
800 Dunlop Road
Sanibel, Florida 33957
(239) 472-3111

Bill Tomlinson, Chief of Police

Date

APPROVED AS TO FORM:


CITY ATTORNEY
APPROVED FINANCIAL SUFFICIENCY

Sylvia A. Edwards, Finance Director

June 05, 2012

Mr. Clayton H. Wilder
Administrator
Office of Criminal Justice Grants
Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Mr. Wilder:

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Sanibel approves the distribution of \$187,990 (total allocation available) of the FY 2012 Edward Byrne memorial Justice Assistance Grant (JAG) Program funds for the following projects within Lee County.

Subgrantee

<u>(City or County)</u>	<u>Title of Project</u>	<u>(Federal Funds)</u>
Lee County (Human Services)	Lee County Triage Center Low Demand Shelter Operation	\$47,647.00
City of Fort Myers	Fort Myers Criminal Justice Planning Program	\$18,799.00
City of Cape Coral	Crime Prevention and Law Enforcement Programs	\$33,991.00
Lee County (Law Enforcement)	Enhancement of Lee County Sheriff's Office Pharmaceutical Diversion Unit	\$87,553.00

The law enforcement award includes pass through funding to the following agencies:

Lee County Port Authority	Enhancement of Wireless Police Reporting System	\$14,000.00
Sanibel Police Department	Enhancement of Wireless Police Reporting System	\$ 1,880.00
Total:		\$187,990.00

Sincerely,

Kevin Ruane, Mayor

Cc: Sanibel City Council
Judith A. Zimomra, City Manager
Kenneth B. Cuyler, City Attorney

11/12-041



CliftonLarsonAllen

CliftonLarsonAllen LLP
6810 International Center Boulevard
Fort Myers, FL 33912-7129
239-226-9900 | fax 239-226-9950
www.cliftonlarsonallen.com

May 18, 2012

Mr. Bert Smith
Director – Management Information Systems
City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

Dear Mr. Smith:

We are pleased to confirm and outline our understanding of the Information Technology (IT) Strategic Planning Services CliftonLarsonAllen LLP (CLA) will provide for the City of Sanibel. If it meets with your approval, this letter will serve as an agreement made by and between CLA and the City of Sanibel.

Project Objectives and Scope

Our objective of the IT Strategic Planning Services is to assist the City of Sanibel in identifying and determining options and a plan to move from an internally hosted data center to a cloud based technology solution that supports the majority of the in-house applications and services over a 24 month period. This plan will also include a definition of the resources (internal and external) that are needed to support the transition and end technology solution.

Our methodology provides the foundation for assessing IT infrastructure and staff within government entities. We have structured our approach and work plan into three phases: 1) Planning and Data Gathering; 2) Technology Provider Research and Recommendations; and 3) Transition Plan Definition.

This agreement made by and between CLA and the City of Sanibel is specifically for Phase 2 and Phase 3 – Technology Provider Research and Recommendations and Transition Plan Definition, respectively.

PHASE 2: TECHNOLOGY PROVIDER RESEARCH AND RECOMMENDATIONS

Based on the system needs, current technology inventory and technical assessment, the team will select cloud vendors that can provide secure, stable and flexible IT services in support of the City of Sanibel’s current and future technology needs.

CLA will prepare a report summarizing the options for replacing the existing IT infrastructure with cloud based resources, including cost estimates (where available), strengths of the selections and other criteria to assist the City of Sanibel in selecting a “best fit” solution.

PHASE 3: TRANSITION PLAN DEFINITION

Our team will define a high level plan identifying the steps and timelines for moving from the hosted IT environment to the proposed cloud based solution. This plan will also factor in the resource inventory and future skills and certifications required to maintain the City of Sanibel’s IT infrastructure throughout the transition to the cloud. Additionally, partner companies will be identified to add specific skills and additional bandwidth in the support of the current and future IT infrastructure.

Client information requirements

The Company agrees it is solely responsible for the accuracy, completeness, and reliability of all of the Company's data and information that it provides CLA for our engagement. The Company agrees it will provide any requested information on or before the date we commence performance of the services.

Management responsibilities

Management is responsible for making all management decisions and performing all management functions, and for designating an individual with suitable skill, knowledge, or experience to oversee these services. Management is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results. Management is responsible for establishing and maintaining internal control, including monitoring ongoing activities.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, we will inform you of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement.

As consultant's, we may not be independent of management. The information provided by us will become the responsibility of management. Management has the expertise to understand the results as presented and/or will obtain a full understanding of the information as it will become a part of your book of records. We expect to begin our consultation immediately upon project acceptance.

Deliverables

We will maintain ongoing communication with the liaison assigned to work closely with us and will meet with management leaders, as requested, regarding the status of our progress throughout this engagement. In addition, upon completion of phase 2, we will provide a written report to the City of Sanibel summarizing the options for replacing the existing IT infrastructure with cloud based resources, including cost estimates (where available), strengths of the selections and other criteria to assist the City of Sanibel in selecting a "best fit" solution. Upon completion of phase 3, we will provide a defined high level plan identifying the steps and timelines for moving from the hosted IT environment to the proposed cloud based solution. This plan will also factor in the resource inventory and future skills and certifications required to maintain the City of Sanibel's IT infrastructure throughout the transition to the cloud. Additionally, partner companies will be identified to add specific skills and additional bandwidth in the support of the current and future IT infrastructure.

Timing

This agreement shall begin immediately upon your acceptance and following our receipt of this agreement with the Company's signature. In addition, CLA will work with the City of Sanibel to identify a specific start date for fieldwork.

Personnel

Our firm has adopted a team approach to client service, which means that CLA will provide the Company with a team of people who have the relevant knowledge and experience to perform the work plan outlined above. Martin Redovan is the engagement Partner. Jody Speer will provide primary contact and project management.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. We both agree that any action or legal proceeding by you against us must be commenced within the period of limitations as delineated in Florida Statute 95.11(4)(a), regardless of whether we do other services for you, or shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

Limitation of remedies

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based upon our communications with, or our reports to, you. The City will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans, and for implementing any plans you may develop, including any that we may discuss with you.

You agree that it is appropriate to limit the liability of CLA, its principals, directors, officers, employees, and agents ("we" or "us") and that this limitation of remedies provision is governed by the laws of the State of Florida, without giving effect to choice of law principles. The exclusive remedy available to you in the event of a disagreement, controversy, or claim ("Dispute") shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement, but any recovery on any Dispute shall not exceed \$500,000.

Confidentiality and restricted use of information

CLA will hold the information supplied by the Company to us in confidence and CLA will not disclose it to any other person or party, unless the Company authorizes us to do so, it is published or released by the Company, or it becomes publicly known or available other than through disclosure by us. The Company agrees any report or deliverables CLA provide to the Company are only for the internal use of the Company's management. They may not be distributed to any other person or party, for any purpose, without our prior written consent. The Company further agree to hold any information, reports or deliverables that CLA provide to the Company in confidence and agree that the Company will not disclose to any other person or party, unless CLA authorizes the Company to do so, it is published or released by us, or it becomes then publicly known or available other than through disclosure by the Company or except as provided by the Florida public records law.

CLA may, at times, use subcontractors to perform services under this agreement and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement. CLA will be as responsible for any act done by these subcontractors as it is for its personnel under this agreement.

Legal compliance

The Company agrees to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to the Company or the Company's business, including the accuracy and lawfulness of any reports the Company submits to any government regulator, authority, or entity. The Company also agrees to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by the Company to any governmental or regulatory body, entity, or for any insurance reimbursement in the event that the Company is requested to do so by any lawful authority. CLA, its successors, affiliates, officers, and employees do not assume or undertake any duty to perform or to be responsible in any way for any such duties, requirements, or obligations.

Scope of agreement

This agreement applies to all aspects of our consulting relationship and to any other or additional services CLA may render to the Company at any time, unless they are covered by a separate written agreement that the Company and CLA both sign.

Fees

The actual cost of a project is based on the level of expertise required to complete the project, and the desired total work plan hours agreed to by the City of Sanibel management. Our fees will be based on the actual time incurred by our professionals on your behalf. We will work with you and your staff in an effort to minimize our time and the resulting fees to you. You will be billed for out-of-pocket costs such as travel, document production, word processing, postage, etc. that we incur on your behalf. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed all services, including documentation or written correspondence. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The following table includes a breakdown of the hours and fees for phase 2 and 3. Note that the rate used in the table below is a blended rate and will be a fixed hourly rate regardless if a manager or partner incurs hours.

Project Phase	Hours	Rate	Fees
Phase 2: Technology Provider Research and Recommendations	48	\$230	\$11,040
Phase 3: Transition Plan Definition	50	\$230	\$11,500
Total	98		\$22,540

In the event CLA's services are terminated for whatever reason during the project, the Company will promptly compensate CLA for all professional services rendered and reimbursements due up to the point of termination.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our firm's performance of these services.

Other

This agreement will remain in effect until it is terminated by either party on thirty (30) days written notice, with or without cause. In the event of termination, the terms of this agreement shall survive and remain in effect. Any notices under this agreement shall be sent to the Company at the address noted above and to us at:

CliftonLarsonAllen LLP
Attn: Martin A. Redovan
6810 International Center Blvd
Fort Myers, FL 33912

CLA is performing this agreement as an independent contractor, and we are not to be considered an employee or agent of the Company. This agreement contains the entire agreement and understanding between us and any prior proposals, communications, agreements, and negotiations between us are merged into and replaced by this agreement, which may not be modified except in a writing signed by both parties. In the event that any provision of this agreement shall be deemed invalid or unenforceable, then the remainder of this agreement shall remain in force and effect. In the event of any Dispute, this agreement shall be governed by the laws of the State of Florida, without giving effect to any choice of law principles.

Agreement

CLA appreciates the opportunity to assist the Company and believe that this letter accurately summarizes the terms of our engagement. If the Company has any questions, please contact us.

If the Company agrees with the terms of this engagement as described in this letter, please sign the enclosed copy and return it to us. By returning this letter of engagement, the Company is authorizing us to commence our services.

Sincerely,

CliftonLarsonAllen LLP



Martin A. Redovan, CPA
Partner
239-226-9902
Martin.Redovan@cliftonlarsonallen.com

Response:

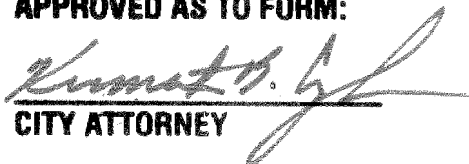
This letter correctly sets forth the understanding of the **City of Sanibel**.

Officer Signature: _____

Title: Judith A. Zimomra, City Manager

Date: _____

APPROVED AS TO FORM:


CITY ATTORNEY

APPROVED FINANCIAL SUFFICIENCY
Sylvia A. Edwards
Sylvia A. Edwards, Finance Director

11/12-040



CliftonLarsonAllen

CliftonLarsonAllen LLP
6810 International Center Boulevard
Fort Myers, FL 33912-7129
239-226-9900 | fax 239-226-9950
www.cliftonlarsonallen.com

May 18, 2012

Mr. Bert Smith
Director – Management Information Systems
City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

Dear Mr. Smith:

We are pleased to confirm and outline our understanding of the Information Technology (IT) Strategic Planning Services CliftonLarsonAllen LLP (CLA) will provide for the City of Sanibel. If it meets with your approval, this letter will serve as an agreement made by and between CLA and the City of Sanibel.

Project Objectives and Scope

Our objective of the IT Strategic Planning Services is to assist the City of Sanibel in identifying and determining options and a plan to move from an internally hosted data center to a cloud based technology solution that supports the majority of the in-house applications and services over a 24 month period. This plan will also include a definition of the resources (internal and external) that are needed to support the transition and end technology solution.

Our methodology provides the foundation for assessing IT infrastructure and staff within government entities. We have structured our approach and work plan into three phases: 1) Planning and Data Gathering; 2) Technology Provider Research and Recommendations; and 3) Transition Plan Definition.

This agreement made by and between CLA and the City of Sanibel is specifically for Phase 1 – Planning and Data Gathering.

PHASE 1: PLANNING AND DATA GATHERING

Planning

As part of this process, our team will conduct a kick-off meeting to validate the project objectives, scope and approach with key stakeholders as designated by the City of Sanibel. Additionally, we will validate our understanding of the City's expectations for the project, including the following:

- Methodology and approach
- Project communication plan
- Resources to be utilized and logistical arrangements
- Strategies to mitigate disruption to the City's day-to-day operations

Data Gathering

Pertinent data will be requested and used in the assessment. Requested documents and information will include, but not be limited to:

- Organizational charts for roles and reporting hierarchy
- Inventory of IT staff, skills, certifications and roles
- Inventory of systems and applications
- IT vendors and services provided
- Disaster recovery planning expectations and requirements
- Other relevant documentation related to the IT processes, IT infrastructure and physical environment

We will leverage existing knowledge from previous IT audits conducted to support the financial statement team. However, we will request the City of Sanibel complete a profile document that includes a description of the current technical infrastructure including devices, systems and support services to provide us additional visibility for areas the previous IT audit did not cover due to scope and/or to gain further knowledge related to changes that have occurred since our IT audit.

Client information requirements

The Company agrees it is solely responsible for the accuracy, completeness, and reliability of all of the Company's data and information that it provides CLA for our engagement. The Company agrees it will provide any requested information on or before the date we commence performance of the services.

Management responsibilities

Management is responsible for making all management decisions and performing all management functions, and for designating an individual with suitable skill, knowledge, or experience to oversee these services. Management is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results. Management is responsible for establishing and maintaining internal control, including monitoring ongoing activities.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, we will inform you of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement.

As consultant's, we may not be independent of management. The information provided by us will become the responsibility of management. Management has the expertise to understand the results as presented and/or will obtain a full understanding of the information as it will become a part of your book of records. We expect to begin our consultation immediately upon project acceptance.

Deliverables

We will maintain ongoing communication with the liaison assigned to work closely with us and will meet with management leaders, as requested, regarding the status of our progress throughout this engagement. In addition, upon completion of phase I, we will develop an inventory of technical infrastructure including, devices, systems, support services, etc.

Timing

This agreement shall begin immediately upon your acceptance and following our receipt of this agreement with the Company's signature. In addition, CLA will work with the City of Sanibel to identify a specific start date for fieldwork.

Personnel

Our firm has adopted a team approach to client service, which means that CLA will provide the Company with a team of people who have the relevant knowledge and experience to perform the work plan outlined above. Martin Redovan is the engagement Partner. Jody Speer will provide primary contact and project management.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. We both agree that any action or legal proceeding by you against us must be commenced within the period of limitations as delineated in Florida Statute 95.11 (4)(a), regardless of whether we do other services for you, or shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

Limitation of remedies

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based upon our communications with, or our reports to, you. The City will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans, and for implementing any plans you may develop, including any that we may discuss with you.

You agree that it is appropriate to limit the liability of CLA, its principals, directors, officers, employees, and agents ("we" or "us") and that this limitation of remedies provision is governed by the laws of the state of Florida, without giving effect to choice of law principles. The exclusive remedy available to you in the event of a disagreement, controversy, or claim ("Dispute") shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement, but any recovery on any Dispute shall not exceed \$500,000.

Confidentiality and restricted use of information

CLA will hold the information supplied by the Company to us in confidence and CLA will not disclose it to any other person or party, unless the Company authorizes us to do so, it is published or released by the Company, or it becomes publicly known or available other than through disclosure by us. The Company agrees any report or deliverables CLA provide to the Company are only for the internal use of the Company's management. They may not be distributed to any other person or party, for any purpose, without our prior written consent. The Company further agree to hold any information, reports or deliverables that CLA provide to the Company in confidence and agree that the Company will not disclose to any other person or party, unless CLA authorizes the Company to do so, it is published or released by us, or it becomes then publicly known or available other than through disclosure by the Company or except as provided by the Florida public records law.

CLA may, at times, use subcontractors to perform services under this agreement and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement. CLA will be as responsible for any act done by these subcontractors as it is for its personnel under this agreement.

Legal compliance

The Company agrees to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to the Company or the Company's business, including the accuracy and lawfulness of any reports the Company submits to any government regulator, authority, or entity. The Company also agrees to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by the Company to any governmental or regulatory body, entity, or for any insurance reimbursement in the event that the Company is requested to do so by any lawful authority. CLA, its successors, affiliates, officers, and employees do not assume or undertake any duty to perform or to be responsible in any way for any such duties, requirements, or obligations.

Scope of agreement

This agreement applies to all aspects of our consulting relationship and to any other or additional services CLA may render to the Company at any time, unless they are covered by a separate written agreement that the Company and CLA both sign.

Fees

The actual cost of a project is based on the level of expertise required to complete the project, and the desired total work plan hours agreed to by the City of Sanibel management. Our fees will be based on the actual time incurred by our professionals on your behalf. We will work with you and your staff in an effort to minimize our time and the resulting fees to you. You will be billed for out-of-pocket costs such as travel, document production, word processing, postage, etc. that we incur on your behalf. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed all services, including documentation or written correspondence. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The following table includes a breakdown of the hours and fees for phase 1. The rate used in the table below is a blended rate and will be a fixed hourly rate regardless if a manager or partner incurs hours.

Project Phase	Hours	Rate	Fees
Phase 1: Planning and Data Gathering	32	\$230	\$7,360

In the event CLA's services are terminated for whatever reason during the project, the Company will promptly compensate CLA for all professional services rendered and reimbursements due up to the point of termination. In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our firm's performance of these services.

Other

This agreement will remain in effect until it is terminated by either party on thirty (30) days written notice, with or without cause. In the event of termination, the terms of this agreement shall survive and remain in effect. Any notices under this agreement shall be sent to the Company at the address noted above and to us at:

CliftonLarsonAllen LLP
Attn: Martin A. Redovan
6810 International Center Blvd
Fort Myers, FL 33912

CLA is performing this agreement as an independent contractor, and we are not to be considered an employee or agent of the Company. This agreement contains the entire agreement and understanding between us and any prior proposals, communications, agreements, and negotiations between us are merged into and replaced by this agreement, which may not be modified except in a writing signed by both parties. In the event that any provision of this agreement shall be deemed invalid or unenforceable, then the remainder of this agreement shall remain in force and effect. In the event of any Dispute, this agreement shall be governed by the laws of the State of Florida, without giving effect to any choice of law principles.

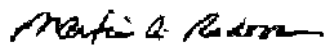
Agreement

CLA appreciates the opportunity to assist the Company and believe that this letter accurately summarizes the terms of our engagement. If the Company has any questions, please contact us.

If the Company agrees with the terms of this engagement as described in this letter, please sign the enclosed copy and return it to us. By returning this letter of engagement, the Company is authorizing us to commence our services.

Sincerely,

CliftonLarsonAllen LLP



Martin A. Redovan, CPA
Partner
239-226-9902
Martin.Redovan@cliftonlarsonallen.com

Response:

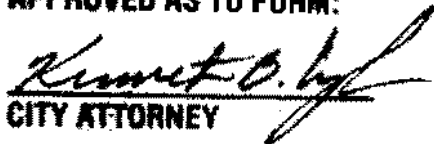
This letter correctly sets forth the understanding of the City of Sanibel.

Officer Signature: _____

Title: Judith A. [Signature], City Manager

Date: May 29, 2012

APPROVED AS TO FORM:


CITY ATTORNEY

APPROVED FINANCIAL SUFFICIENCY
[Signature]
for **Sybil A. Edwards, Finance Director**

RESOLUTION 12-053

**APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-037 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 2012-037 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.

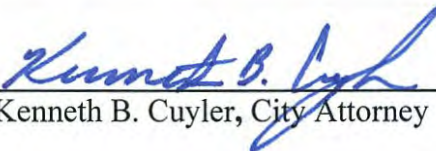
DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida this 5th day of June 2012.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:



Kenneth B. Cuyler, City Attorney



Date

Vote of Councilmembers:

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

CITY OF SANIBEL
BUDGET AMENDMENT/TRANSFER

FUND: GENERAL FUND
DEPT: Natural Resources

Table with columns: FUND, ORG, OBJECT, DESCRIPTION, Project Number, Amount Prior To Change, Incr/(Decr) REVENUE, Incr/(Decr) EXPENSE, Amount After Change. Includes entries for Florida Fish & Wildlife grant and Operating supplies.

TOTAL: 4,958 4,958

PURPOSE:

To appropriate \$4,958 of grant assistance from the Florida Fish and Wildlife Conservation Commission's Invasive Plant Management Section. The Section will provide 120 gallons of Element 4 herbicide, valued at \$41.31 per gallon, to the City. This is the herbicide product that is used by City contractual crews for treatment of Brazilian pepper as part of the Island-wide Brazilian pepper eradication program. It is the least toxic, least expensive and most environmentally friendly herbicide available that is suitable for this purpose. This grant will enable the program to save an equivalent amount in herbicide expenses during the current fiscal year. This amendment increases the FY12 budget by \$4,958.

Prepared by: F. Slane Date: 6/5/2012 Approved by: Date: Input by: GROUP #: Date:

MEMORANDUM

DATE: June 5, 2012
TO: City Council
THROUGH: City Manager Judie Zimomra
FROM: Acting Public Works Director Scott Krawczuk *SK*
RE: Dixie Beach Boulevard and Bailey Road Shared Use Path Extensions

RECOMMENDATION: Award contract for Dixie Beach Boulevard and Bailey Road Shared Use Path extensions to C.W. Roberts Contracting, Inc. in the amount of \$279,216.00 and authorize the City Manager to execute the contract.

The 2009 Shared Use Path Master Plan recommended 7 shared use path extensions including the extension of the Dixie Beach Boulevard and Bailey Road paths. Plans and specifications were prepared to construct a separate 8-foot wide path on the east side of Dixie Beach Boulevard from its current terminus at Albatross Road to Royal Poinciana Drive and a separate 8-foot wide path on the west side of Bailey Road from Periwinkle Way to just south of Bay Drive. An Advertisement for Bids for the project appeared in the April 9, 2012 Edition of the Fort Myers News-Press.

In response to the ad, seven contractors submitted bids for the project. The bids were opened and read aloud on May 10, 2012 in the presence of Jason Prokopetz from AJAX, Pat Hayhoe from Bateman Contracting, Eduardo Restiego from Better Roads, Michael Graf from Community Asphalt, Craig Miles from Bonness, Jayla Slack from DR Swanson and Josh Holler and Scott Krawczuk, both from the City. As per the attached bid tabulation, the low bid was submitted by C.W. Roberts Contracting, Inc. in the amount of \$279,216.00.

Staff recommends that Council award the Dixie Beach Boulevard and Bailey Road Shared Use Path Extensions contract to C.W. Roberts Contracting, Inc. in the amount of \$279,216.00 and authorize the City Manager to execute the contract (copy attached). The Public Works Portion of the FY12 Capital Improvement budget includes \$350,000 for this work (Fund 301).

cc: Finance Director Sylvia Edwards
City Attorney Ken Cuyler

The City of Sanibel
Dixie Beach Boulevard and Bailey Road Shared Use Path Extensions
Bids Received: May 10, 2012 at 2:30 pm
Completion Time: 45 Calendar Days

DIXIE BEACH BLVD. SHARED USE PATH EXTENSION

Item No.	Quantity	Unit	Description	C.W. Roberts Contracting, Inc.		Bonness Inc.		D.R. Swanson Co.	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
101	1	LS	Mobilization (Entire Project)	\$ 22,450.00	\$ 22,450.00	\$ 14,020.59	\$ 14,020.59	\$ 4,000.00	\$ 4,000.00
102	1	LS	Maintenance of Traffic	\$ 4,300.00	\$ 4,300.00	\$ 2,504.19	\$ 2,504.19	\$ 1,660.00	\$ 1,660.00
104	4900	LF	Prevention, control and abatement of erosion and water pollution (silt fence)	\$ 1.25	\$ 6,125.00	\$ 1.42	\$ 6,958.00	\$ 1.00	\$ 4,900.00
120	410	CY	Excavation and Embankment	\$ 45.00	\$ 18,450.00	\$ 110.52	\$ 45,313.20	\$ 94.80	\$ 38,868.00
330	940	TN	Type S-I Asphalt Concrete (Base)	\$ 95.00	\$ 89,300.00	\$ 98.19	\$ 92,298.60	\$ 141.00	\$ 132,540.00
330A	240	TN	Type S-III Asphalt Concrete (Surface Course)	\$ 95.00	\$ 22,800.00	\$ 103.88	\$ 24,931.20	\$ 137.00	\$ 32,880.00
515	20	LF	Pedestrian Bicycle Rail, 54" Aluminum Picket	\$ 100.00	\$ 2,000.00	\$ 72.97	\$ 1,459.40	\$ 147.00	\$ 2,940.00
530	1	LS	RipRap (Approx. 220 SqFt)	\$ 3,000.00	\$ 3,000.00	\$ 1,714.25	\$ 1,714.25	\$ 1,000.00	\$ 1,000.00
570	4,000	SY	Bahia Sod	\$ 4.00	\$ 16,000.00	\$ 1.82	\$ 7,280.00	\$ 2.70	\$ 10,800.00
711	2	EA	White Thermoplastic Pavement Message (4') "BIKE STOP"	\$ 715.00	\$ 1,430.00	\$ 617.42	\$ 1,234.84	\$ 383.00	\$ 766.00
711a	70	LF	12" White Thermoplastic Solid Striping (Crosswalk / Stop Bar)	\$ 7.00	\$ 490.00	\$ 4.49	\$ 314.30	\$ 10.20	\$ 714.00
711b	200	LF	6" White Thermoplastic Solid Striping	\$ 3.00	\$ 600.00	\$ 1.12	\$ 224.00	\$ 6.40	\$ 1,280.00
Project Total				\$ 186,945.00		\$ 198,252.57		\$ 232,348.00	

BAILEY ROAD SHARED USE PATH EXTENSION

102	1	LS	Maintenance of Traffic	\$ 3,800.00	\$ 3,800.00	\$ 4,135.30	\$ 4,135.30	\$ 480.00	\$ 480.00
104	50	LF	Prevention, control and abatement of erosion and water pollution (silt fence)	\$ 2.00	\$ 100.00	\$ 1.42	\$ 71.00	\$ 1.00	\$ 50.00
120	250	CY	Excavation and Embankment	\$ 68.50	\$ 17,125.00	\$ 96.74	\$ 24,185.00	\$ 94.80	\$ 23,700.00
330	360	TN	Type S-I Asphalt Concrete (Base)	\$ 95.00	\$ 36,100.00	\$ 106.80	\$ 40,584.00	\$ 141.00	\$ 53,580.00
330A	95	TN	Type S-III Asphalt Concrete (Surface Course)	\$ 95.00	\$ 9,025.00	\$ 119.63	\$ 11,364.85	\$ 143.00	\$ 13,585.00
430	56	LF	Concrete Pipe Culvert E.R.C.P. 12" X 18" (Class HE III)	\$ 95.00	\$ 5,320.00	\$ 98.70	\$ 5,527.20	\$ 24.70	\$ 1,383.20
430a	8	LF	Concrete Pipe Culvert E.R.C.P. 19" X 32" (Class HE III)	\$ 155.00	\$ 1,240.00	\$ 228.75	\$ 1,830.00	\$ 52.70	\$ 421.60
570	2,500	SY	Bahia Sod	\$ 4.00	\$ 10,000.00	\$ 1.82	\$ 4,550.00	\$ 2.70	\$ 6,750.00
711	2	EA	White Thermoplastic Pavement Message (4') "BIKE STOP"	\$ 715.00	\$ 1,430.00	\$ 617.42	\$ 1,234.84	\$ 383.00	\$ 766.00
711a	8	LF	12" White Thermoplastic Solid Striping (Crosswalk / Stop Bar)	\$ 7.00	\$ 56.00	\$ 4.49	\$ 35.92	\$ 10.20	\$ 81.60
711b	550	LF	6" White Thermoplastic Solid Striping	\$ 3.00	\$ 1,650.00	\$ 1.12	\$ 616.00	\$ 6.40	\$ 3,520.00
711c	165	LF	6" Double Yellow Thermoplastic Solid Striping	\$ 5.00	\$ 825.00	\$ 2.25	\$ 371.25	\$ 12.80	\$ 2,112.00
711d	30	LF	6" Yellow Thermoplastic Skip Striping	\$ 3.00	\$ 90.00	\$ 1.12	\$ 33.60	\$ 6.40	\$ 192.00
A	290	LF	Deeproot Universal Barrier	\$ 19.00	\$ 5,510.00	\$ 9.54	\$ 2,766.60	\$ 10.00	\$ 2,900.00
Project Total				\$ 92,271.00		\$ 97,305.56		\$ 109,521.40	
GRAND TOTAL				\$ 279,216.00		\$ 295,558.13		\$ 341,869.40	

The City of Sanibel
Dixie Beach Boulevard and Bailey Road Shared Use Path Extensions
Bids Received: May 10, 2012 at 2:30 pm
Completion Time: 45 Calendar Days

DIXIE BEACH BLVD. SHARED USE PATH EXTENSION

Item No.	Quantity	Unit	Description	Better Roads Inc.		Bateman Contracting, LLP		Community Asphalt Corp.	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
101	1	LS	Mobilization (Entire Project)	\$ 64,080.00	\$ 64,080.00	\$ 40,000.00	\$ 40,000.00	\$ 37,255.00	\$ 37,255.00
102	1	LS	Maintenance of Traffic	\$ 32,085.00	\$ 32,085.00	\$ 12,000.00	\$ 12,000.00	\$ 3,629.93	\$ 3,629.93
104	4900	LF	Prevention, control and abatement of erosion and water pollution (silt fence)	\$ 0.65	\$ 3,185.00	\$ 2.00	\$ 9,800.00	\$ 1.65	\$ 8,085.00
120	410	CY	Excavation and Embankment	\$ 71.55	\$ 29,335.50	\$ 100.00	\$ 41,000.00	\$ 107.00	\$ 43,870.00
330	940	TN	Type S-I Asphalt Concrete (Base)	\$ 91.00	\$ 85,540.00	\$ 113.00	\$ 106,220.00	\$ 123.35	\$ 115,949.00
330A	240	TN	Type S-III Asphalt Concrete (Surface Course)	\$ 122.00	\$ 29,280.00	\$ 140.00	\$ 33,600.00	\$ 180.45	\$ 43,308.00
515	20	LF	Pedestrian Bicycle Rail, 54" Aluminum Picket	\$ 70.20	\$ 1,404.00	\$ 100.00	\$ 2,000.00	\$ 132.00	\$ 2,640.00
530	1	LS	RipRap (Approx. 220 SqFt)	\$ 5,585.00	\$ 5,585.00	\$ 10,000.00	\$ 10,000.00	\$ 9,080.00	\$ 9,080.00
570	4,000	SY	Bahia Sod	\$ 1.80	\$ 7,200.00	\$ 4.00	\$ 16,000.00	\$ 2.50	\$ 10,000.00
711	2	EA	White Thermoplastic Pavement Message (4) "BIKE STOP"	\$ 702.00	\$ 1,404.00	\$ 800.00	\$ 1,600.00	\$ 330.00	\$ 660.00
711a	70	LF	12" White Thermoplastic Solid Striping (Crosswalk / Stop Bar)	\$ 6.85	\$ 479.50	\$ 8.00	\$ 560.00	\$ 4.40	\$ 308.00
711b	200	LF	6" White Thermoplastic Solid Striping	\$ 2.55	\$ 510.00	\$ 1.00	\$ 200.00	\$ 2.20	\$ 440.00
Project Total				\$ 260,088.00		\$ 272,980.00		\$ 275,224.93	

BAILEY ROAD SHARED USE PATH EXTENSION

102	1	LS	Maintenance of Traffic	\$ 32,085.00	\$ 32,085.00	\$ 8,319.00	\$ 8,319.00	\$ 4,220.00	\$ 4,220.00
104	50	LF	Prevention, control and abatement of erosion and water pollution (silt fence)	\$ 0.65	\$ 32.50	\$ 4.00	\$ 200.00	\$ 1.65	\$ 82.50
120	250	CY	Excavation and Embankment	\$ 70.85	\$ 17,712.50	\$ 140.00	\$ 35,000.00	\$ 118.00	\$ 29,500.00
330	380	TN	Type S-I Asphalt Concrete (Base)	\$ 91.00	\$ 34,580.00	\$ 113.00	\$ 42,940.00	\$ 135.50	\$ 51,490.00
330A	95	TN	Type S-III Asphalt Concrete (Surface Course)	\$ 125.00	\$ 11,875.00	\$ 140.00	\$ 13,300.00	\$ 162.50	\$ 15,437.50
430	56	LF	Concrete Pipe Culvert E.R.C.P. 12" X 18" (Class HE III)	\$ 98.05	\$ 5,490.80	\$ 70.00	\$ 3,920.00	\$ 410.00	\$ 22,960.00
430a	8	LF	Concrete Pipe Culvert E.R.C.P. 19" X 32" (Class HE III)	\$ 247.00	\$ 1,976.00	\$ 100.00	\$ 800.00	\$ 162.65	\$ 1,301.20
570	2,500	SY	Bahia Sod	\$ 1.80	\$ 4,500.00	\$ 4.00	\$ 10,000.00	\$ 2.70	\$ 6,750.00
711	2	EA	White Thermoplastic Pavement Message (4) "BIKE STOP"	\$ 702.00	\$ 1,404.00	\$ 800.00	\$ 1,600.00	\$ 330.00	\$ 660.00
711a	8	LF	12" White Thermoplastic Solid Striping (Crosswalk / Stop Bar)	\$ 6.85	\$ 54.80	\$ 8.00	\$ 64.00	\$ 11.00	\$ 88.00
711b	550	LF	6" White Thermoplastic Solid Striping	\$ 2.55	\$ 1,402.50	\$ 2.00	\$ 1,100.00	\$ 2.20	\$ 1,210.00
711c	165	LF	6" Double Yellow Thermoplastic Solid Striping	\$ 5.10	\$ 841.50	\$ 3.00	\$ 495.00	\$ 4.40	\$ 726.00
711d	30	LF	6" Yellow Thermoplastic Skip Striping	\$ 2.55	\$ 76.50	\$ 2.00	\$ 60.00	\$ 11.00	\$ 330.00
A	290	LF	Deeproot Universal Barrier	\$ 9.20	\$ 2,668.00	\$ 15.00	\$ 4,350.00	\$ 1.10	\$ 319.00
Project Total				\$ 114,699.10		\$ 122,148.00		\$ 135,074.20	
GRAND TOTAL				\$ 374,787.10		\$ 395,128.00		\$ 410,299.13	

The City of Sanibel
Dixie Beach Boulevard and Bailey Road Shared Use Path Extensions
Bids Received: May 10, 2012 at 2:30 pm
Completion Time: 45 Calendar Days

DIXIE BEACH BLVD. SHARED USE PATH EXTENSION				Ajax Paving Industries of Florida, LLC	
Item No.	Quantity	Unit	Description	Unit Price	Extended Price
101	1	LS	Mobilization (Entire Project)	\$ 20,000.00	\$ 20,000.00
102	1	LS	Maintenance of Traffic	\$ 16,000.00	\$ 16,000.00
104	4900	LF	Prevention, control and abatement of erosion and water pollution (silt fence)	\$ 0.66	\$ 3,234.00
120	410	CY	Excavation and Embankment	\$ 205.00	\$ 84,050.00
330	940	TN	Type S-I Asphalt Concrete (Base)	\$ 95.00	\$ 89,300.00
330A	240	TN	Type S-III Asphalt Concrete (Surface Course)	\$ 140.00	\$ 33,600.00
515	20	LF	Pedestrian Bicycle Rail, 54" Aluminum Picket	\$ 238.00	\$ 4,760.00
530	1	LS	RipRap (Approx. 220 SqFt)	\$ 4,700.00	\$ 4,700.00
570	4,000	SY	Bahia Sod	\$ 2.00	\$ 8,000.00
711	2	EA	White Thermoplastic Pavement Message (4') "BIKE STOP"	\$ 715.00	\$ 1,430.00
711a	70	LF	12" White Thermoplastic Solid Striping (Crosswalk / Stop Bar)	\$ 7.00	\$ 490.00
711b	200	LF	6" White Thermoplastic Solid Striping	\$ 2.60	\$ 520.00
				Project Total	\$ 266,084.00

BAILEY ROAD SHARED USE PATH EXTENSION					
Item No.	Quantity	Unit	Description	Unit Price	Extended Price
102	1	LS	Maintenance of Traffic	\$ 16,008.00	\$ 16,008.00
104	50	LF	Prevention, control and abatement of erosion and water pollution (silt fence)	\$ 0.66	\$ 33.00
120	250	CY	Excavation and Embankment	\$ 250.00	\$ 62,500.00
330	380	TN	Type S-I Asphalt Concrete (Base)	\$ 143.00	\$ 54,340.00
330A	95	TN	Type S-III Asphalt Concrete (Surface Course)	\$ 149.00	\$ 14,155.00
430	56	LF	Concrete Pipe Culvert E.R.C.P. 12" X 18" (Class HE III)	\$ 65.00	\$ 3,640.00
430a	8	LF	Concrete Pipe Culvert E.R.C.P. 19" X 32" (Class HE III)	\$ 80.00	\$ 640.00
570	2,500	SY	Bahia Sod	\$ 2.00	\$ 5,000.00
711	2	EA	White Thermoplastic Pavement Message (4') "BIKE STOP"	\$ 715.00	\$ 1,430.00
711a	8	LF	12" White Thermoplastic Solid Striping (Crosswalk / Stop Bar)	\$ 7.00	\$ 56.00
711b	550	LF	6" White Thermoplastic Solid Striping	\$ 2.60	\$ 1,430.00
711c	165	LF	6" Double Yellow Thermoplastic Solid Striping	\$ 5.20	\$ 858.00
711d	30	LF	6" Yellow Thermoplastic Skip Striping	\$ 2.60	\$ 78.00
A	290	LF	Deeproot Universal Barrier	\$ 9.40	\$ 2,726.00
				Project Total	\$ 162,894.00
				GRAND TOTAL	\$ 428,978.00

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2012 by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and C.W. Roberts Contracting, Inc. doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction which includes: **DIXIE BEACH BOULEVARD AND BAILEY ROAD SHARED USE PATH EXTENSIONS.**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after date of the NOTICE TO PROCEED and will complete the same within FORTYFIVE (45) calendar days (ie, the completion date established in Notice to Proceed) unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of \$279,216.00, said amount being the total lump sum price as listed on the Contractor's proposal form as submitted for this project.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. Advertisement for Bids
 - B. Information for Bidders
 - C. Proposal
 - D. Agreement
 - E. General Conditions
 - F. Performance and Payment Bond
 - G. Notice of Award
 - H. Notice to Proceed
 - I. Change Order
 - J. Plans presented by City of Sanibel
 - K. Specifications presented by City of Sanibel
 - L. ADDENDA: No. 1
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. No deviation from the Contract Documents will be allowed, honored or compensated unless accompanied by a fully executed change order.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER City of Sanibel

ATTEST _____

By _____

Name _____

Name _____

Title _____

Title _____

(SEAL)

CONTRACTOR C.W. Roberts Contracting, Inc.

ATTEST _____

By _____

Name _____

Name _____

Title _____

Title _____

Approved as to form

City Attorney

MEMORANDUM

DATE: June 5, 2012
TO: City Council
THROUGH: City Manager Judie Zimomra
FROM: Acting Public Works Director Scott Krawczuk *SK*
RE: Tarpon Bay Road Shared Use Path Improvements from Island Inn Road to West Gulf Drive

RECOMMENDATION: Award contract for Tarpon Bay Road Shared Use Path Improvements from Island Inn Road to West Gulf Drive to Bonness, Inc. in the amount of \$170,950.44 and authorize the City Manager to execute the contract.

The shared use path along Tarpon Bay Road between Island Inn Road and West Gulf Drive is only 6 feet wide and is in need of repair. Plans were prepared to widen the path to a minimum of 10 feet and make drainage modifications / additions required by the path improvements. An Advertisement for Bids for the project appeared in the April 17, 2012 Edition of the Fort Myers News-Press.

In response to the ad, six contractors submitted bids for the project. The bids were opened and read aloud on May 10, 2012 in the presence of Jason Prokopetz from AJAX, Pat Hayhoe and Jeff Anderson from Bateman Contracting, Eduardo Resliego from Batiar Roads, Michael Graf from Community Asphalt, Craig Miles from Bonness and Josh Holler and Scott Krawczuk, both from the City. As per the attached bid tabulation, the low bid was submitted by Bonness, Inc. in the amount of \$170,950.44.

Staff recommends that Council award the Tarpon Bay Road Improvements from Island Inn Road to West Gulf Drive contract to Bonness, Inc. in the amount of \$170,950.44 and authorize the City Manager to execute the contract (copy attached). The Public Works Portion of the FY12 Capital Improvement budget includes \$250,000 for this work (Fund 309).

cc: Finance Director Sylvia Edwards
City Attorney Ken Cuyler

The City of Sanibel
Tarpon Bay Road Shared Use Path From Island Inn Road to West Gulf Drive
(Shared Use Path and Drainage Improvements)
Bids Received: May 10, 2012 at 1:30 PM
Completion Time: 45 Calendar Days

Item No.	Quantity	Unit	Description	Dorcas Inc.		C.W. Roberts Contracting, Inc.		Zeller Bids Inc.	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
101	1	LS	Mobilization	\$ 9,711.72	\$ 9,711.72	\$ 13,500.00	\$ 13,500.00	\$ 31,545.00	\$ 31,545.00
102	1	LS	Maintenance of Traffic	\$ 10,903.74	\$ 10,903.74	\$ 12,850.00	\$ 12,850.00	\$ 34,000.00	\$ 34,000.00
103	2,750	LF	Prevention, control and abatement of erosion and water pollution (all items)	\$ 1.46	\$ 4,025.00	\$ 1.25	\$ 3,437.50	\$ 0.65	\$ 1,787.50
120	100	CY	Excavation and Embankment	\$ 431.61	\$ 43,161.00	\$ 398.00	\$ 39,800.00	\$ 74.00	\$ 7,400.00
300	345	TY	Type S-I Asphalt Concrete (Base)	\$ 182.78	\$ 62,761.10	\$ 215.00	\$ 74,175.00	\$ 142.00	\$ 48,990.00
330A	245	TY	Type S-III Asphalt Concrete Surface Course	\$ 110.08	\$ 26,989.60	\$ 105.00	\$ 25,725.00	\$ 134.00	\$ 32,830.00
400	3	EA	Concrete Pipe Culvert E.R.C.P. 12" x 12" (Class III B)	\$ 1,188.10	\$ 3,564.30	\$ 1,150.00	\$ 3,450.00	\$ 980.00	\$ 2,940.00
575	4,550	SY	Beha Soil	\$ 1.83	\$ 8,329.50	\$ 4.00	\$ 18,200.00	\$ 1.81	\$ 8,235.50
711	3	EA	White Thermoplastic Pavement Marking (4" BIKE STOP)	\$ 735.00	\$ 2,189.88	\$ 715.00	\$ 2,145.00	\$ 474.00	\$ 1,422.00
711A	160	LF	6" White Thermoplastic Solid Striping	\$ 3.37	\$ 539.20	\$ 3.00	\$ 480.00	\$ 1.50	\$ 240.00
711B	80	LF	12" White Thermoplastic Solid Striping	\$ 4.48	\$ 358.40	\$ 7.00	\$ 560.00	\$ 3.25	\$ 260.00
711C	750	LF	6" Yellow Thermoplastic Solid Striping	\$ 0.90	\$ 675.00	\$ 3.00	\$ 2,250.00	\$ 1.00	\$ 750.00
			TOTAL		\$ 170,950.44		\$ 186,580.00		\$ 210,461.00

The City of Sanibel
Tarpon Bay Road Shared Use Path From Island Inn Road to West Gulf Drive
(Shared Use Path and Drainage Improvements)
Bids Received: May 10, 2012 at 1:30 PM
Completion Time: 45 Calendar Days

Item No.	Quantity	Unit	Description	Brenna Contracting, LLC		Community Asphalt Corp.		Ayer Paving Industries of Florida, LLC	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
101	1	LS	Mobilization	\$ 40,000.00	\$ 40,000.00	\$ 33,360.00	\$ 33,360.00	\$ 35,000.00	\$ 35,000.00
102	1	LS	Maintenance of Traffic	\$ 12,118.00	\$ 12,118.00	\$ 15,180.00	\$ 15,180.00	\$ 45,000.00	\$ 45,000.00
104	2,760	LF	Prevention, control and abatement of erosion and water pollution (Silt fence)	\$ 2.00	\$ 5,520.00	\$ 2.00	\$ 5,520.00	\$ 2.00	\$ 5,520.00
120	100	CY	Excavation and Embankment	\$ 400.00	\$ 40,000.00	\$ 290.00	\$ 29,000.00	\$ 588.00	\$ 58,800.00
330	945	TN	Type S-1 Asphalt Concrete (Base)	\$ 67.00	\$ 63,315.00	\$ 345.00	\$ 327,075.00	\$ 350.00	\$ 332,250.00
330A	245	TN	Type S-11 Asphalt Concrete Surface Course	\$ 175.00	\$ 42,875.00	\$ 215.00	\$ 52,675.00	\$ 168.00	\$ 41,160.00
430	3	EA	Concrete Pipe Culvert E.H.C.P. 12" X 18" (Class HE III)	\$ 1,200.00	\$ 3,600.00	\$ 1,695.00	\$ 5,085.00	\$ 1,860.00	\$ 5,580.00
576	4,580	SY	Bank Seal	\$ 4.00	\$ 18,320.00	\$ 2.35	\$ 10,716.00	\$ 2.00	\$ 9,160.00
710	3	EA	White Thermoplastic Pavement Message (4') "BIKE STOP"	\$ 800.00	\$ 2,400.00	\$ 745.00	\$ 2,235.00	\$ 750.00	\$ 2,250.00
711a	180	LF	6" White Thermoplastic Solid Striping	\$ 2.00	\$ 360.00	\$ 2.70	\$ 486.00	\$ 2.00	\$ 360.00
711b	80	LF	12" White Thermoplastic Solid Striping	\$ 8.00	\$ 640.00	\$ 7.80	\$ 624.00	\$ 7.30	\$ 584.00
711c	720	LF	8" Yellow Thermoplastic Solid Striping	\$ 3.00	\$ 2,160.00	\$ 2.70	\$ 1,944.00	\$ 2.70	\$ 1,944.00
TOTAL :				\$ 220,829.00	\$ 220,829.00	\$ 238,385.00	\$ 238,385.00	\$ 242,075.40	\$ 242,075.40

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2012 by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and Bonness, Inc. doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction which includes: **TARPON BAY ROAD SHARED USE PATH IMPROVEMENTS FROM ISLAND INN ROAD TO WEST GULF DRIVE (Shared Use Path and Drainage Improvements)**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after date of the NOTICE TO PROCEED and will complete the same within FORTYFIVE(45) calendar days (ie, the completion date established in Notice to Proceed) unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of \$170,950.44, said amount being the total lump sum price as listed on the Contractor's proposal form as submitted for this project.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. Advertisement for Bids
 - B. Information for Bidders
 - C. Proposal
 - D. Agreement
 - E. General Conditions
 - F. Performance and Payment Bond
 - G. Notice of Award
 - H. Notice to Proceed
 - I. Change Order
 - J. Plans presented by City of Sanibel
 - K. Specifications presented by City of Sanibel
 - L. ADDENDA: None
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. No deviation from the Contract Documents will be allowed, honored or compensated unless accompanied by a fully executed change order.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER City of Sanibel

ATTEST _____

By _____

Name _____

Name _____

Title _____

Title _____

(SEAL)

CONTRACTOR Bonness, Inc

ATTEST _____

By _____

Name _____

Name _____

Title _____

Title _____

Approved as to form:

City Attorney

MEMORANDUM

DATE: June 5, 2012
TO: City Council
THROUGH: City Manager Judie Zimomra
FROM: Acting Public Works Director Scott Krawczuk ^{SK}
RE: Sanibel River Clearing Project (Drainage/Wildlife Habitat Maintenance Trimming)

RECOMMENDATION: Award contract for 2012 Sanibel River Clearing Project to Canoe Adventures, Inc. in the amount of \$74,240.00 and authorize the City Manager to execute the contract.

The Sanibel River is the backbone of the island's drainage conveyance system. In order to maintain proper flow during periods of high water, the City established an annual maintenance program for the River. The maintenance involves vegetation trimming and removal, with the FY 11-12 scope involving vegetative debris, treefall and cattail removal in the section between Tarpon Bay Road and Beach Road. This project not only improves flow in the river, but also enhances the river for wildlife, particularly birds. Plans and specifications were prepared by the City including environmental friendly techniques that will enhance, not impact, the unique ecology of the trimming area. An Advertisement for Bids for the project appeared in the April 16, 2012 Edition of the Fort Myers News-Press.

In response to the ad, one contractor submitted a bid for the project. The bid was opened and read aloud on May 17, 2012 in the presence of Mark Westall from Canoe Adventures and Josh Holler and Scott Krawczuk, both from the City. The low and only bid was submitted by Canoe Adventures, Inc. in the amount of \$74,240.00.

Staff recommends that Council award the 2012 Sanibel River Clearing Project contract to Canoe Adventures, Inc. in the amount of \$74,240.00 and authorize the City Manager to execute the contract (copy attached). The FY-12 Public Works Streets budget (Fund 101) includes \$100,000 for this project.

cc: Finance Director Sylvia Edwards
City Attorney Ken Cuyler

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2012 by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and Canoe Adventures, Inc. doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction which includes: Sanibel River Clearing Project (Drainage/Wildlife Habitat Maintenance Trimming).
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after date of the NOTICE TO PROCEED and will complete the same within ONE HUNDRED AND TWENTY (120) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of \$74,240.00, said amount being the total lump sum price as listed on the Contractor's proposal form as submitted for this project.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. Advertisement for Bids
 - B. Information for Bidders
 - C. Proposal
 - D. Agreement
 - E. General Conditions
 - F. Performance and Payment Bond
 - G. Notice of Award
 - H. Notice to Proceed
 - I. Change Order
 - J. Plans prepared by City of Sanibel
 - K. Specifications prepared by City of Sanibel

L. ADDENDA: None

No. _____, dated _____ 2012

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7. No deviation from the Contract Documents will be allowed, honored or compensated unless accompanied by a fully executed change order.
- 8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER City of Sanibel

ATTEST _____

By _____

Name _____

Name _____

Title _____

Title _____

(SEAL)

CONTRACTOR Canoe Adventures, Inc.

ATTEST _____

By _____

Name _____

Name _____

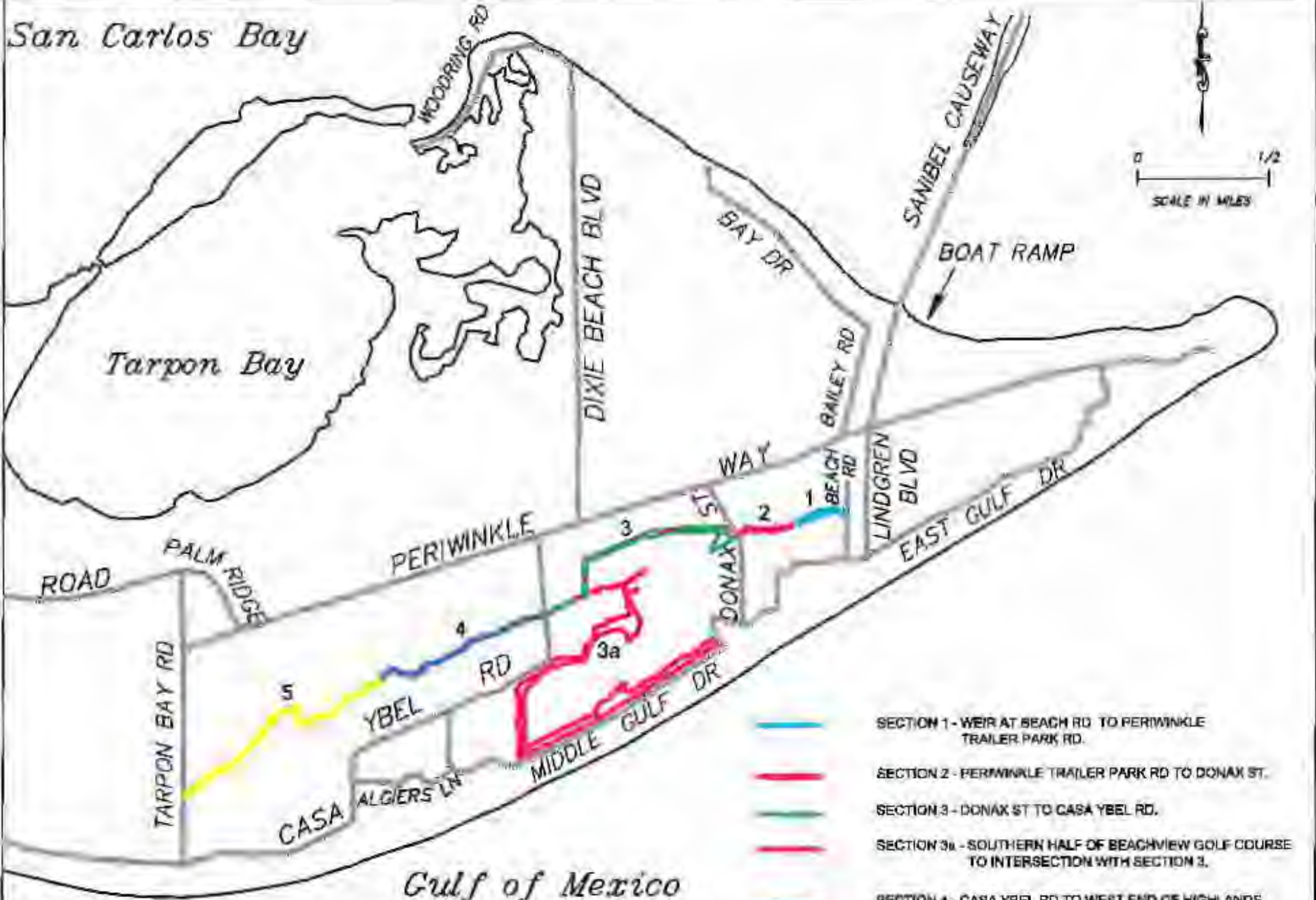
Title _____

Title _____

Approved as to form

City Attorney

San Carlos Bay



- SECTION 1 - WEIR AT BEACH RD TO PERIWINKLE TRAILER PARK RD.
- SECTION 2 - PERIWINKLE TRAILER PARK RD TO DONAX ST.
- SECTION 3 - DONAX ST TO CASA YBEL RD.
- SECTION 3a - SOUTHERN HALF OF BEACHVIEW GOLF COURSE TO INTERSECTION WITH SECTION 3.
- SECTION 4 - CASA YBEL RD TO WEST END OF HIGHLANDS SUBDIVISION.
- SECTION 5 - WEST END OF HIGHLANDS SUBDIVISION TO TARPON BAY RD.

Gulf of Mexico



City of Sanibel
 800 Dunlop Road
 Sanibel, FL 33957

FY 2012 - CLEARING OF SANIBEL RIVER FROM
 BEACH ROAD WEIR TO TARPON BAY ROAD.

PROJECT LOCATION
 MAP

MEMORANDUM

DATE: June 5, 2012
TO: City Council
THROUGH: City Manager Judie Zimomira
FROM: Acting Public Works Director Scott Krawczuk SK
RE: Rabbit Road Shared Use Path Widening and Overlay

RECOMMENDATION: Award Rabbit Road Shared Use Path Widening and Overlay to Bateman Contracting, LLP in the amount of \$122,000.00 and authorize the City Manager to execute the contract.

The Rabbit Road shared use path, which is actually parallel to, and several hundred feet west of Rabbit Road, is a 6-foot wide path in a 15-foot easement. The path's bridge was replaced in 2005 with a new 8-foot wide bridge. It was planned to widen the path to 8 feet, however, a survey of the path showed that it is located in the extreme west portion of the easement, requiring any expansion be made to the east, which wasn't practical due to the existing lake. In 2009, the Sanibel Captiva Conservation Foundation (SCCF) granted the City an easement in order for the path to be widened to the west. Plans and specifications were prepared to widen the path to 8 feet, utilizing the SCCF easement.

An Advertisement for Bids for the work appeared in the April 23, 2012 edition of the Fort Myers News-Press. In response to the ad, five contractors submitted bids which were opened and read aloud on May 22, 2012 in the presence of Sandy Larsen and Tony Balog, both from the City. As per the attached Bid Tabulation, the low bid was submitted by Bateman Contracting, LLP in the amount of \$122,000.00.

Staff recommends that Council award the Rabbit Road Shared Use Path Widening and Overlay to Bateman Contracting, LLP in the amount \$122,000.00 and authorize the City Manager to execute the contract (copy attached). Funding for the work is available in the Public Works portion of the FY12 Capital Improvements budget which includes \$299,900.00 for this work (Fund 306).

cc: City Attorney Ken Cuyler
Finance Director Sylvia Edwards

THE CITY OF SANibel
RABBIT ROAD SHARED USE PATH (SAN-CAP TO WEST GULF DR.)
 Bids Received: May 22 @ 2:00 pm
 Completion Time: 60 days

Rabbit Road Shared Use Path				Bateman Contracting, LLP		Community Asphalt Corp.		C. W. Roberts, Inc.		Bonness Inc.		AJAX	
Item No.	Quantity	Unit	Description	Unit Price \$	Extended Price \$	Unit Price \$	Extended Price \$	Unit Price \$	Extended Price \$	Unit Price \$	Extended Price \$	Unit Price \$	Extended Price \$
101	1	LS	Mobilization (for entire project)	\$ 20,000.00	\$ 20,000.00	\$ 14,750.00	\$ 14,750.00	\$ 15,000.00	\$ 15,000.00	\$ 8,200.00	\$ 8,200.00	\$ 24,204.00	\$ 24,204.00
102	1	LS	Maintenance of Traffic (for entire project)	\$ 1,000.00	\$ 1,000.00	\$ 13,900.00	\$ 13,900.00	\$ 2,500.00	\$ 2,500.00	\$ 2,830.00	\$ 2,830.00	\$ 80,035.00	\$ 80,035.00
104	2500	LF	Prevention, Control and Abatement of Erosion and Water Pollution (Silt Fence)	\$ 0.25	\$ 5,125.00	\$ 1.00	\$ 2,500.00	\$ 0.50	\$ 1,250.00	\$ 1.42	\$ 3,550.00	\$ 0.68	\$ 1,660.00
110	1	LS	Removal of Existing Unsuitable Asphalt	\$ 2,545.00	\$ 2,545.00	\$ 0.01	\$ 0.01	\$ 8,600.00	\$ 8,600.00	\$ 2,350.58	\$ 2,350.58	\$ 2,878.00	\$ 2,878.00
120	1,350	CY	Excavation and Embankment	\$ 42.00	\$ 56,700.00	\$ 51.50	\$ 70,065.00	\$ 55.00	\$ 74,250.00	\$ 80.75	\$ 108,218.00	\$ 101.00	\$ 136,350.00
330	185	TN	Type III Asphalt Concrete Surface Course	\$ 172.00	\$ 31,820.00	\$ 148.75	\$ 27,499.00	\$ 125.00	\$ 23,125.00	\$ 155.00	\$ 28,675.00	\$ 212.00	\$ 39,320.00
570	1,500	SY	Bedding Sand	\$ 2.50	\$ 3,750.00	\$ 4.80	\$ 7,200.00	\$ 7.00	\$ 10,500.00	\$ 2.13	\$ 3,185.00	\$ 2.38	\$ 3,570.00
711	2	EA	White Thermoplastic Pavement Marking (4" High) "BIKE STOP"	\$ 800.00	\$ 1,600.00	\$ 845.00	\$ 1,690.00	\$ 1,200.00	\$ 2,400.00	\$ 728.77	\$ 1,457.54	\$ 938.00	\$ 1,876.00
711b	76	LF	12" White Thermoplastic Solid Striping (Crosswalks / Stop Bars)	\$ 25.00	\$ 1,900.00	\$ 37.05	\$ 2,815.80	\$ 150.00	\$ 11,400.00	\$ 5.81	\$ 441.76	\$ 6.50	\$ 495.00
813A	45	CY	Shell Rock Base Material	\$ 100.00	\$ 4,500.00	\$ 98.00	\$ 4,410.00	\$ 85.00	\$ 3,825.00	\$ 886.75	\$ 39,903.75	\$ 954.00	\$ 42,930.00
Project Total				\$ 200,120,000.00	\$ 200,120,000.00	Project Total	\$ 189,629.21	Project Total	\$ 174,460.00	Project Total	\$ 185,840.75	Project Total	\$ 324,133.00

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2012 by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and BATEMAN CONTRACTING, LLP doing business as a Partnership, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned

1. The CONTRACTOR will commence and complete the construction of
RABBIT ROAD SHARED USE PATH (SANIBEL-CAPTIVA ROAD TO WEST GULF DRIVE)
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after date of the NOTICE TO PROCEED and will complete the same within SIXTY (60) calendar days (ie, the completion date established in Notice to Proceed) unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of **\$122,000.00**, said amount being the total lump sum price as listed on the Contractor's proposal form as submitted for this project.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. Advertisement for Bids
 - B. Information for Bidders
 - C. Proposal
 - D. Agreement
 - E. General Conditions
 - F. Performance and Payment Bond
 - G. Notice of Award
 - H. Notice to Proceed
 - I. Change Order
 - J. Plans prepared by City of Sanibel
 - K. Specifications prepared by City of Sanibel

L. ADDENDA

No. None dated 2012

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7. No deviation from the Contract Documents will be allowed, honored or compensated unless accompanied by a fully executed change order.
- 8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER CITY OF SAMIBEL

ATTEST _____

By _____

Name _____

Name _____

Title _____

Title _____

(SEAL)

CONTRACTOR BATEMAN CONTRACTING, LLP

ATTEST _____

By _____

Name _____

Name _____

Title _____

Title _____ (Principal)

Approved as to form

City Attorney

MEMORANDUM

DATE: June 5, 2012

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Acting Public Works Director Scott Krawczuk

RE: Stationary Emergency Generator for LS#5 (Beach Road @ East Gulf Drive) and Access Platform for Turner Beach Lift Station

SK

RECOMMENDATION: Reject bids received for the stationary emergency generator and access platform for lift station #5 and Turner Beach lift station access platform.

In the event of a power failure, there are several critical lift stations across the island which will overflow in a short time without emergency power. Currently, portable emergency generators are towed to the stations and maintained until normal power is restored. Lift stations which repump from multiple upstream lift stations are considered critical. Permanent generators have been installed at the following lift stations:

Master Pump Station #3 (LS11) WGD near Tarpon Bay Rd.	2005	75HP
Lift station 17 Bailey Road near Periwinkle Way	2009	40HP
Master Pump Station #1 (LS54) San-Cap near Seaspray	2010	50HP
Master Pump Station #2 (LS55) San-Cap near Rabbit	2010	50HP

The remaining lift station proposed for a stationary generator is lift station #5, located at Beach Road and East Gulf Drive. The proposed generator would be located on a platform in order to meet flood elevation requirements. Since the Turner Beach lift station electrical panel was also elevated to meet flood elevation requirements, it needs an access platform to provide a safe working surface. It was decided to include the Turner Beach lift station access platform with the liftstation #5 generator/platform work since both required similar carpentry work.

An Advertisement for Bids for the work appeared in the April 23, 2012 edition of the Fort Myers News-Press. In response to the ad, five contractors submitted bids which were opened and read aloud on May 22, 2012 in the presence of Scott Krawczuk and Sandy Larsen, both from the City. As per the attached Bid Tabulation, the low bid was submitted by Nease, Inc. in the amount of \$155,867.00.

Staff recommends that Council rejects the bids received for the work since only \$87,500 is currently available for the work. The lift station #5 generator and platform design will be reviewed for possible cost savings and proposed for funding in 2014. The Turner Beach work will be separated from the Beach Road portion of the project and bids will be solicited in accordance with the City's purchasing policy.

cc: City Attorney Ken Cuyler
Finance Director Sylvia Edwards

City of Sanibel
BID TABULATION
May 22 at 1:30 pm
Generator and Platform Beach Rd.
and Turner Beach Platform

No.	Name	Bid	Bid Bond
1	Nease, Inc.	\$155,867	X
2	Stultz, Inc.	\$162,045	X
3	Eau Gallie Electric Inc.	\$162,716	X
4	Compass Construction	\$186,191	X
5	Multiband USA	\$187,179	X

MEMORANDUM

DATE: June 5, 2012
TO: City Council
THROUGH: City Manager Judie Zimmerman
FROM: Acting Public Works Director Scott Krawczuk SK
RE: 125kW Portable Generator

RECOMMENDATION: Reject bids for replacement 125kW portable generator and authorize City Manager to either rebid or purchase equipment off of a State Contract.

The City utilizes portable emergency generators to enable the lift stations that aren't equipped with stationary emergency generators to be operated during power outages in order to prevent wastewater from backing up into houses or onto the ground. There are currently 8 portable emergency generators which are on a ten-year replacement schedule. The City's largest portable generator is a 1988 model 100kW generator which is 4 years overdue for replacement. Specifications were prepared for a replacement generator for a larger 125kW capacity. An Advertisement for Bids for the generator appeared in the April 24, 2012 edition of the Fort Myers News Press.

In response to the ad, six bids were received and read aloud on May 17, 2012, in the presence of James Davis of ACF Standby Systems and Josh Holler and Scott Krawczuk both from the City. As per the attached bid tabulation, the low bid was submitted by Lightning Power Electric Industries, Inc. in the amount of \$36,911.00. Due to the large discrepancy between the bids, the specifications were reviewed and a conflict was discovered regarding the generator capacity. Due to this conflict, some bids were based on a 100kW generator and others on a 125kW generator.

Staff recommends that City Council reject the portable generator bids due to the conflict in the specifications and direct staff to purchase either rebidding the request for a generator or purchase the desired generator through the State bid process.

cc: City Attorney Ken Cuyler
Finance Director Sylvia Edwards

City of Sanibel
 125kW Diesel Fuel Powered Generator Set
 Bids Received: May 17, 2012 at 2:00 PM
 Completion Time: 60 Calendar Days

No.	Name	Bid	Bid Bond	Addendum
1	Lightning Power Electric Industry, inc.	\$ 36,911.00	N/A	N/A
2	Eau Gallie Electric, Inc.	\$ 36,923.00	N/A	N/A
3	Neff Rental	\$ 37,179.52	N/A	N/A
4	ACF Standby Systems	\$ 39,041.00	N/A	N/A
5	Leete Generators	\$ 47,056.00	N/A	N/A
6	Americas Generators	\$ 47,736.00	N/A	N/A
7				
8				
9				
10				
11				
12				
13				
14				
15				

MEMORANDUM

DATE: June 5, 2012

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Acting Public Works Director Scott Krawczuk, SK

RE: 2012 Street Resurfacing Project

Recommendation: Award 2012 Street Resurfacing contract to Better Roads, Inc. in the amount of \$790,307.50 and authorize the City Manager to execute the contract.

The resurfacing of public streets is an integral part of the City's infrastructure maintenance program. Arterial roads, such as Periwinkle Way, are scheduled for resurfacing every 10 years, while collectors are scheduled every 12 years and local roads every 15 years. The timely resurfacing of roads prevents the future need to reconstruct the road, which is 4-5 times more expensive than resurfacing.

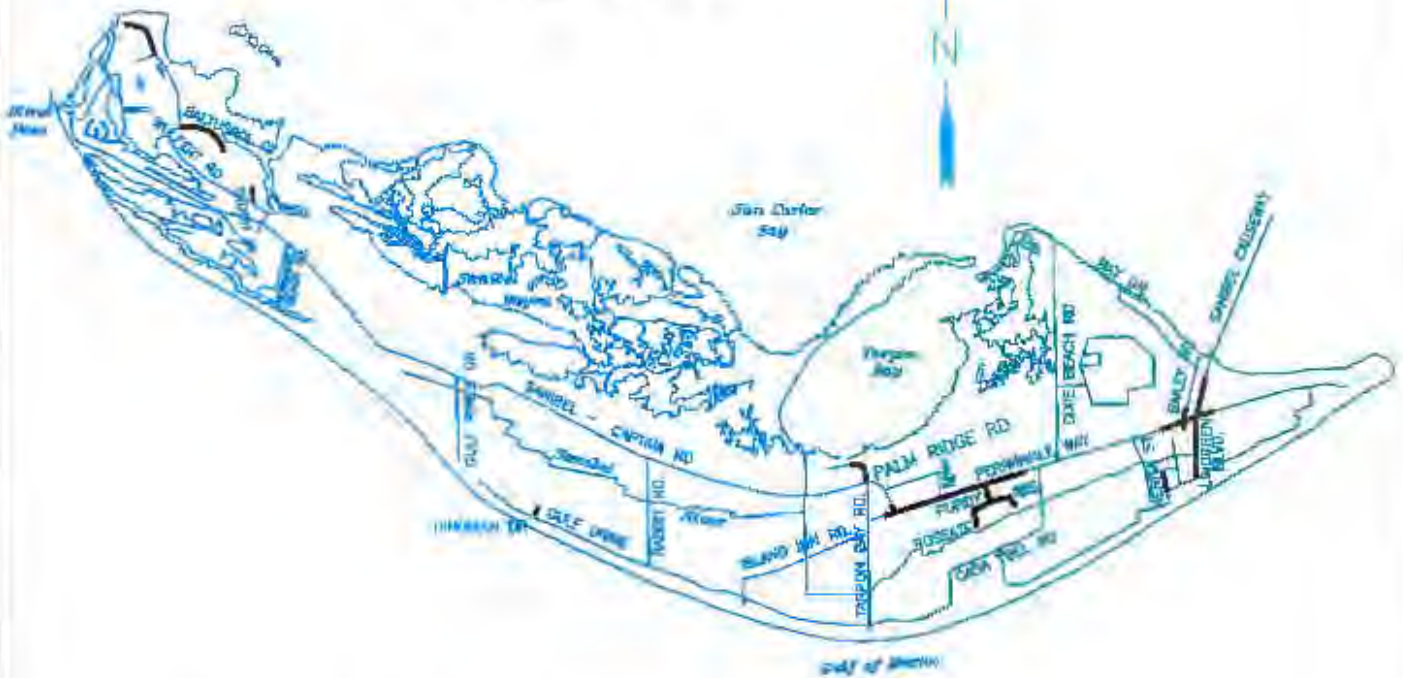
The 2012 street resurfacing project involves the resurfacing of East Periwinkle Way (Causeway Blvd. to Kings Crown Drive), Periwinkle Way (Causeway Blvd. to just east of "Huxters"), Periwinkle Way (300ft west of Casa Ybel Road to 200ft west of Palm Ridge Road), portions of Bailey Road, Causeway Boulevard, Lindgren Boulevard, Causeway / Lindgren / Periwinkle Intersection, Tarpon Bay Road (north of San-Cap Road), Purdy Lane, Roseate Lane, Ibis Lane, Baltusrol Court, Troon Court, Wulfert Road (Clubhouse to the end), and the paving of Nerita Street (East Gulf Drive to Junonia Street). A location map is attached for reference.

An Advertisement for Bids for the project was placed in the April 30, 2012 edition of the Fort Myers News-Press. In response to the ad, five contractors submitted bids which were opened and read aloud on May 24, 2012 in the presence of Joey Bailie from Bonness, Inc., Jason Prokopety of AJAX, Eduardo Restrepo from Better Roads, Mike Graf of Community Asphalt and John Mork and Scott Krawczuk from the City. As per the attached Bid Tabulation, the low bid was submitted by Better Roads, Inc. in the amount of \$790,307.50.

Staff recommends that Council award the 2012 Street Resurfacing contract to Better Roads, Inc. in the amount of \$790,307.50 and authorize the City Manager to execute the contract (copy attached). Funding in the amount of approximately \$800,000 is available in the FY12 Public Works Streets Budget (Fund 101) for this work.

cc: City Attorney Ken Cuyler
Finance Director Sylvia Edwards

SANIBEL ISLAND



Indicates Roads to be Paved and Resurfaced



City of Sanibel
 800 Dunlop Road
 Sanibel, FL 33957

2012 STREET RESURFACING PROJECT

PROJECT LOCATION MAP

SHT	DATE	DRAWN	CHK.	SCALE	PROJECT NO.
1 OF 1	4/12	JFM	JFM	NTS	

**City of Sanibel
2012 Street Resurfacing Project
-BID TABULATION-**

May 24, 2012

Bid Opening 5-24-2012 at 2:30 pm; project duration forty-five (45) calendar days

Item No.	Quantity	Description	Balfex Roads Inc.		Alex Paving Industries		C. W. Roberts Contracting, Inc.		Bonness Inc.		Community Asphalt Coq	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
104	2,700	LF Staked 5/8" Fesck (Tayron Bay Rd. + Nerita St. paving)	\$ 0.70	\$ 1,890.00	\$ 0.87	\$ 1,809.00	\$ 1.25	\$ 3,375.00	1.43	\$ 3,861.00	\$ 0.80	\$ 2,160.00
290	100	CY Shell Base (Final grading and compacting Nerita St prior to paving. Maintain existing crown elev)	\$ 48.70	\$ 4,870.00	\$ 67.00	\$ 6,700.00	\$ 140.00	\$ 14,000.00	130.18	\$ 13,018.00	\$ 87.10	\$ 8,710.00
331	5,500	TN Type S-III Asphalt Concrete (Roads)	\$ 102.00	\$ 561,000.00	\$ 97.00	\$ 533,500.00	\$ 90.00	\$ 495,000.00	109.18	\$ 600,480.00	\$ 85.45	\$ 470,025.00
331a	1,110	TN Type S-III Asphalt Concrete (Aprons)	\$ 127.00	\$ 140,970.00	\$ 174.00	\$ 193,140.00	\$ 172.00	\$ 190,820.00	120.04	\$ 133,244.40	\$ 227.75	\$ 252,802.50
327	400	SY Milling Asphalt (2ft match joint at concrete/gutters; where specified, + asphalt heaving/cracks where deemed necessary by Engineer)	\$ 2.90	\$ 1,160.00	\$ 10.00	\$ 4,000.00	\$ 18.00	\$ 7,200.00	33.15	\$ 13,260.00	\$ 3.00	\$ 1,200.00
575	9,500	SY Bahia Sand	\$ 1.75	\$ 16,625.00	\$ 1.67	\$ 15,865.00	\$ 4.00	\$ 38,000.00	1.72	\$ 16,340.00	\$ 4.50	\$ 42,750.00
575a	1,000	SY Florham Sand	\$ 2.80	\$ 2,800.00	\$ 2.88	\$ 2,872.00	\$ 5.25	\$ 5,250.00	2.78	\$ 2,780.00	\$ 3.00	\$ 3,000.00
706	1,150	EA R.P.M.s	\$ 2.05	\$ 2,357.50	\$ 1.88	\$ 2,152.00	\$ 2.00	\$ 2,300.00	3.08	\$ 3,542.00	\$ 2.00	\$ 2,300.00
711a	16	EA Thermoplastic Pavement Messages (4) "BIKE STOP"	\$ 232.00	\$ 3,712.00	\$ 135.00	\$ 2,160.00	\$ 163.00	\$ 2,629.00	360.80	\$ 5,812.80	\$ 157.50	\$ 2,520.00
711b	10	EA Thermoplastic Pavement Messages (6) "PEDESTRIAN"	\$ 166.00	\$ 1,660.00	\$ 124.00	\$ 1,240.00	\$ 100.00	\$ 1,000.00	163.57	\$ 1,635.70	\$ 125.00	\$ 1,250.00
711c	18	EA Thermoplastic Pavement Messages (8) "ONLY", "STOP"	\$ 116.00	\$ 2,088.00	\$ 77.00	\$ 1,386.00	\$ 61.00	\$ 1,098.00	100.21	\$ 1,803.78	\$ 75.75	\$ 1,363.50
711d	30	EA Thermoplastic Pavement Messages Directional Arrows	\$ 68.50	\$ 2,055.00	\$ 47.00	\$ 1,410.00	\$ 30.00	\$ 900.00	64.85	\$ 1,945.50	\$ 47.25	\$ 1,417.50
711e	10	EA Thermoplastic Pavement Messages "Down" Directional Arrows	\$ 101.00	\$ 1,010.00	\$ 67.00	\$ 670.00	\$ 70.00	\$ 700.00	85.31	\$ 853.10	\$ 63.25	\$ 632.50
711f	3,200	LF 6" Thermoplastic Solid Striping	\$ 2.60	\$ 8,320.00	\$ 1.34	\$ 4,292.00	\$ 1.40	\$ 4,480.00	0.83	\$ 2,656.00	\$ 1.35	\$ 4,320.00
711g	6,000	LF 6" Thermoplastic Slip Striping	\$ 0.45	\$ 2,700.00	\$ 0.31	\$ 1,860.00	\$ 0.55	\$ 3,300.00	0.23	\$ 1,380.00	\$ 0.30	\$ 1,800.00
711h	1,000	LF 6" Double Solid/Slip CL	\$ 2.10	\$ 2,100.00	\$ 1.39	\$ 1,390.00	\$ 1.50	\$ 1,500.00	0.84	\$ 840.00	\$ 1.40	\$ 1,400.00
711i	7,500	LF 6" Double Yellow CL	\$ 2.25	\$ 16,875.00	\$ 1.50	\$ 11,250.00	\$ 1.60	\$ 12,000.00	1.25	\$ 9,375.00	\$ 1.50	\$ 11,250.00
711j	8,000	LF 12" Thermoplastic Solid Striping (Cross Walks + STOP STOP BARS)	\$ 3.00	\$ 24,000.00	\$ 2.00	\$ 16,000.00	\$ 2.10	\$ 16,800.00	2.87	\$ 22,960.00	\$ 2.00	\$ 16,000.00
711k	1,000	LF 18" Thermoplastic Solid - Shoulder Areas	\$ 3.70	\$ 3,700.00	\$ 2.48	\$ 2,480.00	\$ 2.80	\$ 2,800.00	3.31	\$ 3,310.00	\$ 2.60	\$ 2,600.00
711L	700	LF 24" Thermoplastic Solid Striping (Stop Bars-roads)	\$ 4.45	\$ 3,115.00	\$ 2.97	\$ 2,079.00	\$ 3.15	\$ 2,205.00	4.88	\$ 3,416.00	\$ 3.00	\$ 2,100.00
Project Total				\$ 790,307.50		\$ 799,583.00		\$ 798,807.00		\$ 832,347.25		\$ 874,577.50

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2012 by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and Better Roads Inc., doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the following:
THE CITY OF SANIBEL- 2012 STREET RESURFACING PROJECT;
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after date of the NOTICE TO PROCEED and will complete the same within FORTY- FIVE (45) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of \$790,307.50, said amount being the total lump sum price as listed on the Contractor's proposal form as submitted for this project.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. Advertisement for Bids
 - B. Information for Bidders
 - C. Proposal
 - D. Agreement
 - E. General Conditions
 - F. Performance and Payment Bond
 - G. Notice of Award
 - H. Notice to Proceed
 - I. Change Order
 - J. Plans prepared by City of Sanibel
 - K. Specifications prepared by City of Sanibel

L. ADDENDA: None

No. _____, dated _____ 2012

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7. No deviation from the Contract Documents will be allowed, honored or compensated unless accompanied by a fully executed change order.
- 8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER: City of Sanibel

ATTEST _____

By _____

Name _____

Name _____

Title _____

Title _____

(SEAL)

CONTRACTOR: Better Roads Inc.

ATTEST _____

By _____

Name _____

Name _____

Title _____

Title _____

Approved as to form

City Attorney

MEMORANDUM

DATE: June 5, 2012

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Recreation Director Andrea Miller

RE: Proceeds from resale at the Recreation Center

In an effort to rebuild the depleted Recreation Scholarship Fund, the Parks & Recreation Committee approved by motion on February 26, 2009 to recommend to City Council that the revenue generated from merchandise sold at the Recreation Center be deposited into what was at the time designated as the Scholarship Fund. This motion was sanctioned by City Council on March 17, 2009 when they approved the staff recommendation to use the profit from the sale of Recreation Center merchandise to reestablish the Scholarship Fund.

Since these decisions were made in 2009, the Financial Assistance Program has established reserves. The Financial Assistance Committee approved by motion on April 23, 2012 to recommend to City Council that the revenue generated from resale merchandise no longer go to the Financial Assistance Program but instead go back into the recreation center to support youth programming. At this point and time, this would be a more appropriate use of the funds.

CC: Finance Director Sylvia Edwards
City Attorney Ken Cuyler

MEMORANDUM

DATE: May 29, 2010
TO: Judie Zimomra, City Manager
FROM: Bert Smith, MIS Director
RE: Main Server Room Fire Suppression Bids

In 2011, the City's auditors CliftonLarsenAllen, recommended that the City investigate installing a fire suppression system in the Main Server Room. As part of this year's CIP budget, Council approved \$50,000 for this.

Three bids were received, the lowest being \$58,581. The Bid tabulation is attached.

The City is transitioning to storage of critical data and applications as Cloud Based. The use of Cloud technology will move the critical data and applications from Sanibel's Main Server Room into data storage facilities outside of southwest Florida.

Since the Main Server Room will have network connectivity, but not critical data and servers, Sanibel asked CliftonLarsenAllen to re-evaluate their recommendation for the Fire Suppression System.

CliftonLarsenAllen concurred that proceeding with the Fire Suppression System was not needed.

Staff is recommending the rejection of the bids for this project.

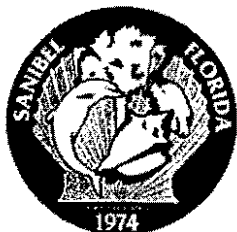
**CITY OF SANIBEL
BID RESULTS**

City Hall Administration Wing I.T. Room Renovation Project

April 12, 2012 @ 2.30PM

No.	Name	Bid	Bond
1	Maddox Construction	\$58,581.00	5%
2	Compass Construction	\$58,917.00	5%
3	Surety Construction Group	\$65,000.00	5%
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May 08, 2012



Dr. Jose' Leal, Director
The Bailey-Matthews Shell Museum
3075 Sanibel-Captiva Road

Re: Grant Application

Dear Dr. Leal:

On behalf of the City of Sanibel and Sanibel City Council, it is with great pleasure to lend support for the grant application being submitted to the State of Florida Division of Cultural Affairs by the Bailey-Matthews Shell Museum.

The Bailey-Matthews Shell Museum is considered and remains a significant Lee County and Sanibel visitor attraction. The museum continues to offer programs that support the state's cultural objectives as expressed in the strategic plan for continuing development of arts and culture in the State of Florida.

The Bailey-Matthews Shell Museum has been in existence for seventeen years and is recognized for its outstanding educational and public programs. We appreciate the opportunity to once again support this grant request and hope that the application will be favorably considered.

Sincerely,

Kevin Ruane
Mayor

Cc: Sanibel City Council

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



City of Sanibel

Planning Department

MEMORANDUM

DATE: May 24, 2012

TO: Judie Zimomra, City Manager

FROM: James C. Jordan, Planning Director

RE: **Request for City Council to Waive Permit Application Fees, as Submitted by the Owner of the Sanibel Sprout, Located at 2330 Palm Ridge Road**

Owner Edith Rood received development permit and conditional use approval from the Planning Commission, to add a juice bar at the Sanibel Sprout (an existing Health Food Store, located in a 1200 SF commercial unit, within the Palm Ridge Shopping Center). The Planning Department's application fees associated with the public hearing and implementing permits for this request total \$4,597.00.

The approval of the juice bar also required that Mrs. Rood purchases additional sewer capacity from the City's Utility Department in the amount of \$1,957.76. Mrs. Rood has not yet submitted this application nor has she paid this particular fee.

Pursuant to Land Development Code Section 90-5, - Exemptions, immunities and waivers (f,) Mrs. Rood seeks City Council consideration to have all paid permitting fees associated with the juice bar reimbursed to her. Under this provision Council may waive payment of all or part of a fee for any of following reasons:

- (1) Demonstrated hardship of a kind and nature exceeding the general inconvenience of paying fees.
- (2) The resubmission of an application is found to be necessary, and it would be inequitable to require payment of a full application fee.
- (3) All or a substantial portion of the benefit resulting from the application will be a public benefit.

Recommendation

The total permitting fees Mrs. Rood has paid the City amounts to \$4,597.00; this includes the payment of \$4,384.00 for the conditional use permit application and \$213.00 for the development permit application. This amount does not include the pending utility department fee of \$1,957.76 charged for additional sewer capacity nor does it include any building permit fees.

The Planning Department recommend a reduction of the conditional use permit fee in the amount of \$2,384.00 to cover the administrative and advertising costs associated with the conditional use approval of the juice bar.

Dear Madam City Manager and Members of the City Council,

Last December I bought the Island Nutrition Center (now called The Sanibel Sprout) to provide a modest income for my daughter and myself. She can no longer pursue her chosen profession of yoga instructor because she underwent serious back surgery last year; and I'm a senior citizen living on social security, having lost 95% of my financial nest egg in the past few years. The Sanibel Sprout was the perfect solution for us: my daughter Nikki has in-depth knowledge of the health food and supplement industry, and I have experience with start-ups, this being my third company.

We were tremendously encouraged by our customers' reaction to The Sanibel Sprout; they ranged from positive to highly enthusiastic, one reason being that we are the only dedicated health food store on Sanibel (and Captiva). However, talking to our customers it quickly became apparent that there is a serious need for a juice bar: there is no such thing on the island! There are several establishments that can whip up smoothies made from non-organic produce, with sometimes commercially bottled syrups and other artificial ingredients. But our customers want healthy, organic and natural ingredients, such as fresh non-GMO vegetables and fruits, wheat grass and natural herbal tonics.

We applied to the Planning Commission for a permit for the juice bar and, in due course, it was granted. We are not yet profitable, but we believe that the juice bar is an essential investment in our future financial success. So it came as a shock that the fee for our permit was \$4,597.00. And that does not include the permit for the build-out, the Public Works waste water fee, and the cost of the build-out itself.

We therefore respectfully request that the City council waive the \$4,597.00 fee for the permit.

We believe that The Sanibel Sprout serves an unmet need in Sanibel, and that the addition of the juice bar will enhance its usefulness and contribute to the health of our wonderful community.

Thank you very much for your consideration,

Edith Rood, Owner
The Sanibel Sprout

CITY OF SANIBEL

RESOLUTION NO. 12-054

A RESOLUTION GRANTING A PARTIAL WAIVER OF THE CONDITIONAL USE APPLICATION FEE FOR SANIBEL SPROUT, LLC LOCATED AT 2330 PALM RIDGE ROAD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Edith Rood and Nicki Rood, owners of the Sanibel Sprout, LLC located at 2330 Palm Ridge Road, appeared before the Sanibel Planning Commission at its April 24, 2012 Planning Commission meeting; and

WHEREAS, Edith Rood and Nicki Rood, as owners of the Sanibel Sprout, LLC applied for consideration of a conditional use permit to operate a juice bar within the existing Sanibel Sprout; and

WHEREAS, Edith Rood and Nicki Rood have requested that the application fee for the conditional use permit be reduced and such written request has been considered by City Council; and

WHEREAS, pursuant to Section 90-5(f)(1)-(3) of the Sanibel Code, the City Council, by Resolution, may waive payment of all or part of a fee for any of the reasons set forth therein; and

WHEREAS, the City Council finds it appropriate to waive a portion of the application fee for the conditional use permit filed by Edith Rood and Nicki Rood;

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

SECTION 1. Pursuant to Sanibel Code Section 90-5(f)(1)and(3), the City Council finds that the criteria for the granting of a partial reduction of the conditional use permit application fee have been met and the conditional use permit application fee is hereby reduced to a total amount of \$2,213.00 (\$2,000.00 conditional use permit and \$213.00 development permit) for the applicants relating to Sanibel Sprout, LLC located at 2330 Palm Ridge Road.

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 5th day of June, 2012.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

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

5/29/12
Date

Vote of Council Members:

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

RESOLUTION 12-055

**APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-039 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 2012-039 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 5th day of June 2012.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:


Kenneth B. Cuyler, City Attorney

5/21/12
Date

Vote of Councilmembers:

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____



MEMORANDUM

DATE: May 18, 2012

TO: City Council

THROUGH: Judie Zimomra, City Manager

FROM: R. Harold Law, JR, Building Official *RLJ*

SUBJECT: Budget Transfer for Overtime

The Building Department is requesting a Budget Transfer from reserves for overtime in the amount of \$6,395.00 to support data correction and updating in the HTE program for the Building Department.

This upgrading will increase service and communication with all customers and owners. This upgrade is also needed before computer conversion from HTE to the Tyler Munis system.

Cc: Sylvia Edwards, Finance Director
Ken Cuyler, City Attorney

CITY OF SANIBEL

RESOLUTION 12-056

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>Depreciated Description</u>	<u>Model</u>	<u>Serial Number</u>	<u>Asset No.</u>	<u>Original Cost</u>	<u>Value</u>
2002 Ford	F-350	1FDWF37F22EC27566	1388	\$ 32,917	\$0
2004 New Holland	TN75S	1326053	1519	\$ 29,770	\$4,465

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, this 5th day of June, 2012.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:


Kenneth B. Cuyler, City Attorney

5/17/12
Date

Vote of Councilmembers

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

RESOLUTION 12-057

APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-038 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 2012-038 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 5th day of June 2012.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:



Kenneth B. Cuyler, City Attorney



Date

Vote of Councilmembers:

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

RESOLUTION 12-058

**APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-040 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 2012-0040 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 5th day of June 2012.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:

Kenneth B. Cuyler
Kenneth B. Cuyler, City Attorney

5/21/12
Date

Vote of Councilmembers:

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____



City of Sanibel

Planning Department

MEMORANDUM

DATE: May 29, 2012

TO: Judie Zimomra, City Manager

FROM: James C. Jordan, Planning Director

RE: **RESOLUTION 12-058 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-040**

This request for funding is sought to support the addition of a part-time Planner, as needed, position. The part-time planner position will provide the Planning Department with the research resources to develop recommendations and draft proposed legislation required to complete a number of pending tasks and special projects assigned through the remainder of the fiscal year.

RESOLUTION 12-059

**APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-041 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 2012-0041 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.

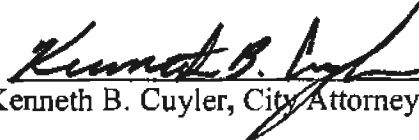
DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida this 5th day of June 2012.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:


Kenneth B. Cuyler, City Attorney

5/21/12
Date

Vote of Councilmembers:

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

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 Clerk

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 coping. 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)

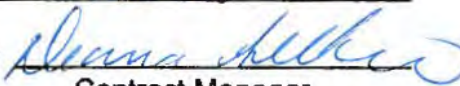
EXHIBIT 1- Payment Request - Due: Monthly by the 20th of the following month. All payments will be **reimbursement** for expenses/services rendered during the contract term and paid prior to final payment request due date as indicated in the Contract Closeout Section (Article III 2 D). ~~"Copies of supporting 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

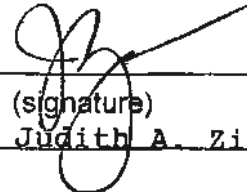
LEE COUNTY

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

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

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

PROVIDER:

Authorized Official: 
(signature)
Name typed: Judith A. Zimomra

Title: City Manager

Date: May 1, 2012

APPROVED AS TO FORM:


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

Finance Director

11/12-008

5989



LEE COUNTY
SOUTHWEST FLORIDA
Board of County Commissioners
DEPARTMENT OF HUMAN SERVICES

U.S. Department of Housing and Urban Development

Sub-recipient Contract

with

The City of Sanibel

October 1, 2011 – September 30, 2012

CSFA # _____
CFDA # 14.218
Contract No. 5984
Funding Source: U.S. Dept of
Housing and Urban Dev
CDBG Program

STANDARD NONPROFIT/GOVERNMENT CONTRACT

**SUBRECIPIENT CONTRACT BETWEEN
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS
And
CITY OF SANIBEL**

THIS CONTRACT between Lee County, a political subdivision and Charter county of the State of Florida, hereinafter referred to as "**COUNTY**" and **City of Sanibel Municipality** registered under the laws of Florida Chapter 74-606, operating under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**" will become effective upon the date approved by the BOCC

WHEREAS, COUNTY believes it to be in the public interest to provide certain activities to the Lee County residents through the **PROVIDER** according to this Contract, the agency's intent as stated in the proposal and attachments and/or exhibits, and all other terms and conditions as specified.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein **COUNTY** and the **PROVIDER** agree as follows:

ARTICLE I SCOPE OF SERVICES

Architectural barriers will be removed and replaced to ensure that the wooden bridge between the parking at the City Hall complex and the BIG Arts building in the Historical Village and Museum are accessible and allow unrestricted movement to all users. The existing structure restricts the mobility and accessibility of elderly and handicapped persons.

Program(s) must be implemented to serve residents of Lee County in accordance with the approved RFP, Guidelines, proposal(s)/application, exhibits/attachments.

For federally funded projects, all requirements and conditions as described in Attachment A, Program Guidelines must also be followed.

All activities funded with CDBG funds must meet the income eligibility requirement of benefit to very low-, low- and moderate- income persons. Sub recipient certifies that the activity carried out under this Agreement will meet the CDBG income eligibility requirements.

ARTICLE II TERM OF CONTRACT

This Contract shall begin **October 1, 2011** and end **September 30, 2012** unless terminated as specified in Article VIII, Suspension/Termination.

For unit rate contracts, programs must be operational within 45 days of contract begin date (identified above).

ARTICLE III COMPENSATION AND REPORTS

C6a

8-2-11

A. Contract Payment

The **COUNTY** will make payments on a reimbursement basis to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **\$18,671.59**. Payments will be authorized only for work completed and/or services delivered during the term of the contract as stated in ARTICLE II: TERM OF CONTRACT, and prior to the payment request date. Documentation of eligible expenses will be provided as stated in Article III C. Contract Deliverables. Payment is subject to the provisions of Article III B Deferred Payment/Return of Funds and Article IX, Suspension/Termination. Funding is contingent upon the availability of funds.

The **COUNTY** has agreed to purchase the service(s) listed in Article I. For unit rate contracts, this contract is for the payment of a fixed number of units of service at the fixed unit rate. For line item contracts, this contract is for payment of line item amounts as identified in the approved budget.

Program	<u>Unit Rate Contracts</u> - Unit Description <u>Line Item Contracts</u> - Approved Budget Category	<u>Unit Rate Contracts</u> - Units purchased by County <u>Line Item Contracts</u> - Annual Budget Amount	<u>Unit Rate Contracts</u> - Unit rate reimbursed by County <u>Line Item Contracts</u> - N/A	Total
Accessibility Project	Public Facilities	\$18,671.59	N/A	\$18,671.59

For Partnering for Results contracts, Lee County will fund no more than 25% of cash expense budget. Agency must be able to substantiate receipt of at least 75% of revenue from other sources or amount of contract may be reduced.

B. Deferred Payment/Return of Funds

The **COUNTY** may defer payment to the **PROVIDER** for noncompliance with contract deliverables or program requirements.

If, as a result of monitoring or audit, units of service provided are not documented a payment may be deferred. If units are found to be unallowable, no future payments will be made until the full amount of overpayment is remitted to Lee County or a repayment agreement is accepted by Lee County.

If the monitoring or audit occurs after the term of this contract, the **PROVIDER** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this Contract. Such funds shall be considered **COUNTY** funds and must be refunded to the **COUNTY** within thirty (30) days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification

or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

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. **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).

Appropriate back-up/supporting documentation may include: cancelled checks, vendor invoices, authorized purchase orders, attendance/service logs, other funder invoices, expenditure spreadsheets or other original documentation, as well as a copy of the PROVIDER'S check issued with authorized signature. For Construction Contracts, inspection reports from qualified officials should be submitted with the appropriate monthly payment request.

The Exhibit 1 (Payment Request) must be submitted with an **original, authorized** signature. An email or fax submission of Exhibit 1 is acceptable **ONLY** when there is no reimbursement requested. Cancelled checks, bank statements and/or other documentation from vendor that expense has been paid or service provided will be verified during monitoring.

Processing of payment requests is also subject to requirements and conditions as outlined in Attachment A, Program Guidelines.

- EXHIBIT 2- Program/Demographics/Beneficiary Report –Due: As indicated on Exhibit 2.**
- EXHIBIT 3 – Performance Outcomes Report – Due: As indicated on Exhibit 3.**
- EXHIBIT 4 - Quarterly Unit Rate & Revenue Analysis Report – Due: 30 days following the end of each quarter. (Jan 31; April 30; July 31; Oct 31). Documentation to support expenditures and revenue MUST be attached i.e. Quickbooks; Profit/Loss Statement.**
- EXHIBIT 5- Annual Progress Report or Closeout Report- APR due 45 days after each 12 month period of service delivery (operating year). Closeout report due 120 days after final draw or as indicated on Exhibit 5.**

- EXHIBIT 6 - Certificate of Insurance - Insert in contract.**
- EXHIBIT 7 – Statement of Work – Insert in contract.**
- EXHIBIT 8 - Equipment/Fixed Assets Inventory Form- Due: 30 days from purchase of equipment or fixed assets, and annually on October 1.**
- EXHIBIT 9 - Annual Certification of Continued Operation (ESG) - Due: As indicated on Exhibit 9.**

For all reports except the Exhibit 1 (Payment Request) and Annual Progress Reports, either an email or hard copy of reports is acceptable. The Exhibit 1 (Payment Request) and Annual Progress Reports must have original signatures. Other reports requiring signatures can have an electronic signature or a scanned copy of the report with signature.

2. Required Documents

- Audited Financial Statement and Management Letter for fiscal year(s) in which contract funds are expended – **Due Date: Non profits - 180 days following the end of PROVIDER'S fiscal year(s); Governments/municipalities - 270 days following the end of fiscal year(s).**
- Copy of latest Form 990 - **Due Date: Non profits – 180 days following the end of PROVIDER'S fiscal year(s)**
- Monitoring Reports – A copy of monitoring reports issued from other sources that fund any program covered under this contract and copies of **PROVIDER'S** response to the funding agency are due to the **COUNTY** no later than **30 days** after receipt by the **PROVIDER**.

D. Contract Closeout

- Partnering for Results: Unit Rate Analysis Report -Due: 30 days after contract end.**
- Partnering for Results: Final Payment Request –Due: 4 days after contract end.**
- Partnering for Results: Close Out Report – Due 30 days after contract end.**
- State Mandated & Choose Life: Final Payment Request – Due: 4 days after contract end and Annual Report (applicable to Choose Life contracts only) – Due October 31.**
- HOME – Closeout package for each property –Due: 120 days after payment request.**
- Supportive Housing Program and Shelter Plus Care – Final Payment Request and Annual Progress Report – Due: 45 days from last day of operating year.**
- CDBG – Final Payment Request and Beneficiary Reports – Due: 12th of the month after term end.**
- Challenge Grants & Homeless Housing Assistance Grants (MHAG) – Final Closeout Payment Request – Due: 10 days after the end of the contract term or project completion date.**

ARTICLE IV AUDITS, MONITORING, AND RECORDS

A. Monitoring

The **PROVIDER** agrees to permit persons duly authorized by the **COUNTY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring the **COUNTY** will deliver to the **PROVIDER** a written report regarding the manner in which services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER'S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in breach or default, or termination of this Contract.

A copy of monitoring reports issued from other sources that fund any program covered under this contract and copies of **PROVIDER'S** response to the funding agency are due to the **COUNTY** no later than **30 days** after receipt by the **PROVIDER**.

B. Audits and Inspections

The **PROVIDER** will make all records referenced in Article IV. C. and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as **COUNTY** deems necessary.

The Clerk of Courts Internal Audit Division, the Federal or State grantor agency (if applicable), Lee County employees, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (CPA) that are pertinent to the contract, in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract non-compliance or material weaknesses in the organization are noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

C. Records

The **PROVIDER** shall retain all financial, client demographics, and programmatic records, supporting documentation, statistical records, and other records, which are necessary to document service provision, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and a minimum of five (5) years from the date of contract expiration. The retention period may be longer depending on the funding source. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the retention period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues

that arise from such action.

D. Independent Audit

An original, bound audit of the agency's financial statements in accordance with Generally Accepted Accounting Principals (GAAP) and/or current Generally Accepted Government Auditing Standards (GAGAS) as applicable is required and must include the following:

- auditor's opinion
- requisite reports on internal control and compliance, if required
- management letter addressing internal controls (Note: If there were no items to be addressed, the letter must still be completed and state that no comments were noted.)
- management's response to such letter
- the programs that are funded by this Lee County contract either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of Federal awards and State financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s), exhibit(s), and attachment(s).

The audit must be submitted to the **COUNTY** no later than one hundred eighty (180) days following the end of a non profit **PROVIDER'S** fiscal year and two hundred seventy (270) days following the end of a government/municipality **PROVIDER'S** fiscal year. If applicable, any corrective action plan must be submitted. Failure to submit the report within the required time frame will result in the withholding of payment, or termination of the contract by the **COUNTY**.

The audit must be conducted by an independent, licensed certified public accountant with an unmodified opinion on their current peer review and must be in accordance with the General Accounting Office (GAO) Yellow Book, Generally Accepted Government Auditing Standards, OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations" if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable.

Copy of the latest Form 990 must also be submitted no later than one hundred eighty (180) days following the end of a non profit **PROVIDER'S** fiscal year.

ARTICLE V AMENDMENTS

PROVIDER must submit in writing a request for a contract amendment which details the nature of and justification for the requested change and the desired effective date of the change(s). The **COUNTY** reserves the right to approve or deny all contract amendments. An approved amendment shall be documented on the contract amendment form and signed by both parties.

The Department Director may approve amendments, which do not substantially change the original contracted scope of service and statement of work. The Board of County Commissioners must approve amendments which increase or decrease contract funds; significantly change program design including target population or major changes in outcomes; change or add to the standard provider contract language which is not for the purpose of correcting original omissions or clarifying original contract intent.

For federally funded projects, HUD must approve (24 CFR 583.405), in writing, any **significant** changes to an approved Homeless Continuum of Care program prior to initiating a contract amendment. Amendments to CDBG, HOME, or ESG which involve new or alteration of existing activities that will significantly change the scope, location, or objectives of the approved activities or beneficiaries must receive prior HUD approval.

ARTICLE VI CONTRACTOR STATUS

A. Independent Contractor

It is the Parties' intention that the **PROVIDER** will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida revenue and taxation law, Florida Worker's Compensation law and Florida Unemployment Insurance Law. The **PROVIDER** will retain sole and absolute discretion in the judgment of the manner and means of carrying out the **PROVIDER'S** activities and responsibilities hereunder.

The **PROVIDER** agrees that it is a separate and independent enterprise from the public employer, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the **PROVIDER** and **COUNTY**, and **COUNTY** will not be liable for any obligation incurred by the **PROVIDER**, including, but not limited to, unpaid minimum wages and/or overtime premiums.

B. Subcontracts

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. Procurement and/or bidding of non primary roles and responsibilities must be awarded on a fair and non collusive basis and must be in compliance with all applicable Lee County, State of Florida and Federal standards. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and if applicable Attachment A, Program Guidelines and must be subject to indemnification as stated in Article VIII.

ARTICLE VII CONFLICT OF INTEREST

The **PROVIDER** agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required in this contract. The **PROVIDER** further agrees that no person having any such interest shall be employed or engaged for said performance. The **PROVIDER** agrees that no employee, officer, agent of the provider or its sub recipients shall participate in the selection, award or administration of a contract or construction bid if a conflict-of-interest, either real or implied, would be involved. The **PROVIDER** or sub recipient employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment of the **PROVIDER**.

For federally funded contracts, conflict-of-interest provisions described in 24 CFR 85.36 and 84.42 and all other established, applicable HUD regulations must be followed.

ARTICLE VIII RISK MANAGEMENT

A. Hold Harmless and Indemnity Clause

To the fullest extent permitted by applicable law, **PROVIDER** shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the **PROVIDER** resulting from the **PROVIDER'S** work as further described in this contract, which may arise in favor of any person or persons resulting from the **PROVIDER'S** performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, **PROVIDER** hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. **PROVIDER** additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the **PROVIDER**. The **PROVIDER** further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.

The **PROVIDER** further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Contract. All individuals hired are employees of the **PROVIDER** and not of the **COUNTY**.

B. Insurance – Non Profit Providers

The **PROVIDER** agrees to secure and maintain the insurance coverage outlined below during the term of this Contract. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDER'S** liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **PROVIDER'S** interests or liabilities, but are merely minimums. It is the responsibility of the **PROVIDER** to insure that all subcontractors comply with the insurance requirements.

Certificate(s) of Insurance **naming Lee County Board of County Commissioners as Certificate Holder and additional Insured** will be attached to this contract as an exhibit. Name and address for Certificate Holder should be: Lee County Board of County Commissioners, P.O. Box 39B, Fort Myers, FL 33902. Certificate(s) must be provided for the following:

- 1. Workers' Compensation**– Statutory benefits as defined by Florida Statute 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:
 - \$100,000 per accident
 - \$500,000 disease limit
 - \$100,000 disease limit per employee
- 2. Commercial General Liability** – Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum

limits of:

- \$100,000 bodily injury per person (BI)
- \$300,000 bodily injury per occurrence (BI)
- \$100,000 property damage (PD) or
- \$300,000 combined single limit (CSL) of BI and PD

The General Liability Policy Certificate shall name "**Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials**" as "**Additional Insured**". The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

3. **Business Auto Liability** – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
 - \$100,000 bodily injury per person (BI)
 - \$300,000 bodily injury per occurrence (BI)
 - \$100,000 property damage (PD) or
 - \$300,000 combined single limit (CSL) of BI and PD
4. **Directors & Officers Liability** – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
5. **Fidelity Bonding** – Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

Insurance – Government/Municipality

Documentation of the above coverage requirements are not applicable to government/municipalities that are self insured.

C. Notice of cancellation or modification

The **COUNTY** will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Lee County Risk Manager, P. O. Box 398, Ft. Myers, FL 33902.

ARTICLE IX SUSPENSION/TERMINATION

A. Suspension

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract. Agencies that fail to submit required documents by the due date can be suspended, and payment will be withheld until all requirements are satisfied.

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this Contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

B. Termination by COUNTY

The **COUNTY** may at any time and for any reason cancel this Contract by giving twenty-four (24) hours written notice to the **PROVIDER** by Certified Mail following a determination by the Board of County Commissioners, at its sole discretion, that such cancellation is in the best interest of the people of the county. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

For unit rate contracts, if program is not operational within 45 days from contract start date, funds for said program will be withdrawn and contract will be amended or terminated.

C. Termination by PROVIDER

The **PROVIDER** may at any time and for any reason cancel this Contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by Certified Mail of such and specifying the effective date.

COUNTY'S obligation to make any payments under any provision of this Contract shall cease on the effective date of termination.

ARTICLE X ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided.

IMMIGRATION LAWS:

The **COUNTY** will not intentionally award contracts to any provider/contractor/vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act (INA).

The **COUNTY** shall consider the employment by any **PROVIDER** of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by The **COUNTY**.

OTHER REQUIREMENTS:

The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

- A. That they will comply with all applicable laws, ordinances, and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances, and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any **COUNTY** or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business

or activity contemplated by the **PROVIDER**.

- B. That they will comply with all applicable Federal, State and local anti-discrimination laws.
- C. That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- D. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- E. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- F. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- G. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- H. That if personnel in programs under this contract work directly with children or youths and vulnerable or disabled adults, the **PROVIDER** will comply with the provisions of Chapters 435.03 and 435.04, Florida Statutes, which requires employment screening.
- I. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or county agencies.
- J. That they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** application/proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for **COUNTY** funds.
- K. That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds. In publicizing, advertising, or describing the sponsorship of the program, state "Sponsored by Lee County Board of County Commissioners". If the sponsorship is in written material, the words "Lee County Board of County Commissioners" shall appear in the same size letters or type as the name of the organization.
- L. That they will notify the **COUNTY** of any **SIGNIFICANT** changes to the

PROVIDER organization to include Board Membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.

- M. For federally funded programs, that they will comply with applicable uniform administrative requirements as described in 24 CFR part 84 and 85 and HUD requirements as described in 24 CFR part 5.
- N. The provider shall comply with requirements as defined in section 504 of the Rehabilitation Act of 1973 (<http://www.section508.gov/index.cfm?FuseAction=Content&ID=15>) and the American Disability Act (ADA) (<http://www.ada.gov/>) as implemented by 28 CFR Part 35 (http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title28/28cfr35_main_02.tpl).
A Single-Point-of-Contact shall be required if the agency employs 15 or more employees. The single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single-Point-of-Contact.
- O. The provider shall ensure that Lee County funds are restricted to people legally able to reside in the US.
- P. The provider will input applicable goal updates into 10 Year Plan to End Homelessness Database.
- Q. Lee County is invested in making our community more sustainable. Businesses can realize great savings by making even simple changes to their facilities and in the way they do business. To support energy efficiency and reduce operating costs and greenhouse gas emissions, agencies awarded General Fund/Partnering for Results funding are required to perform three (3) tasks to improve their energy efficiency.

First, an energy evaluation must be conducted. This evaluation will provide valuable information about your facility and potential savings. A link to FPL and LCEC's Business Energy Evaluation is provided for your convenience.

http://www.fpl.com/business/energy_saving/programs/energy_evaluation.shtml

<http://www.lcec.net/energysurvey/>

Second, the agency must then make two (2) energy saving changes that result from the energy evaluation and/or from the list of potential changes included below. Ideally, the agency would perform two of the items identified in the energy audit. However, the additional list of potential changes is included to ensure an excessive financial burden is not being placed on award recipients.

Agencies must provide deliverables to demonstrate compliance with this requirement. These include a copy of the energy evaluation and invoices, photographs, or other documentation. The deliverables must demonstrate the changes were made within the award year. Energy evaluations completed by agencies within the last 2 years will be accepted with the demonstrated completion of one (1) additional energy savings measure.

Energy Saving Options

- Control building temperatures at 77 or higher during business hours and 85 outside of business hours with a programmable thermostat and humidistat (to control mold growth)
- Install automatic occupancy sensor lighting controls
- Establish and implement a policy requiring computers and other equipment are set in energy saving modes, eliminating the use of screen savers; require computers and other equipment to be turned off outside of business hours; and that lighting is turned off outside of business hours
- Assign an Energy Officer to help identify and monitor energy efficiency Initiatives
- Establish and implement a policy to provide training to staff about energy savings opportunities
- Replace fluorescent lights with newer, more efficient models with electronic ballasts
- Replace incandescent light bulbs with compact fluorescent light bulbs
- Change out incandescent or fluorescent exit signs with LED exit signs
- Install low flow fixtures on toilets, showers and sinks. Add an auto shut off to sinks.
- Establish and implement a preventative maintenance program for heating, venting and air conditioning (HVAC) equipment
- Develop and implement an Energy Strategy
- Join Energy Star http://www.energystar.gov/index.cfm?c=business.bus_commit
- Create a promotional campaign to promote your energy efficiency efforts

For more information we would encourage agencies to contact Tessa LeSage, Lee County's Sustainability Manager at (239) 533-2240 or search our Office of Sustainability website at: <http://www.leegov.com/gov/dept/sustainability/Pages/default.aspx>

ARTICLE XI HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Lee County, pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a "covered entity" as the law defines that term. Any "personal health information" (PHI) as defined by the law that the **COUNTY** receives pursuant to this Agreement is subject to the disclosure and security requirements of HIPAA. Transfer of information to the **COUNTY** sufficiently "de-identified" to no longer be considered PHI is encouraged as being in the best interest of client PHI confidentiality to the extent that client services are unaffected. Particular methods to accomplish the highest levels of client service coupled with PHI confidentiality shall be an on-going task of the effected staffs of the **COUNTY** and **PROVIDER**.

ARTICLE XII CONTRACT DISPUTE RESOLUTION PROCEDURE

Any dispute between the parties with respect to provisions contained in a Lee County Department of Human Service (DHS) contract or issues that arise pertinent to a contract shall be resolved as follows:

The parties may, by mutual agreement, attempt to resolve their dispute in the following manner within a thirty (30) day period. If both parties are in agreement, the thirty (30) day time period can be extended for an additional ten days.

- a. Duly authorized representatives shall meet as often as mutually agreeable to discuss in good faith the dispute and to negotiate a mutually agreeable resolution. Authorized representatives for DHS include Contract Specialist, and Program Manager.
- b. During the course of the dispute process requests made by one Party to the other for non-privileged information, reasonably related to the dispute shall be responded to in good faith.

- c. If the dispute is unable to be resolved between the authorized representatives within the specified time period, it will be forwarded to the Department Director for resolution. A decision by the Director will be issued within ten days.
- d. If the dispute remains unresolved after the Department Director's decision, the issue including all pertinent background information will be forwarded to the Board of County Commissioners for consideration.
- e. Either Party may at any time commence formal court proceedings, which shall be immediately communicated, and will end the process of Dispute Resolution as described in this section.

ARTICLE XIII NOTICES

Official notices concerning this Contract will be directed to the following authorized representatives:

PROVIDER:

Name: Jim Isom
 Title: Administrative Services Dir
 Agency: City of Sanibel
 Address: 809 Dunlop Road
 Telephone: 239-472-3700
 Fax: 239-472-3065
 E-Mail: jisom@mysanibel.com

COUNTY:

Name: Attn: Debbie Paxton
 Title: Contract Specialist
 Agency: Department of Human Services
 Address: 2440 Thompson Street
Fort Myers, Florida 33901
 Telephone: (239) 533-7942
 Fax: (239) 533-7960
 E-Mail: dpaxton@leegov.com

The signatures of the two persons shown below are designated and authorized to sign all applicable reports:

Sylvia Edwards
 Name (printed/typed)
Sylvia Edwards
 Signature
Finance Director

OR

Donna Kohler
 Name (printed/typed)
Donna M Kohler
 Signature
Accountant

Title

Title

In the event that either party designates different representatives after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of **PROVIDER** to the **COUNTY**.

ARTICLE XIV SPECIAL PROVISIONS

If needed, **PROVIDER** may be called upon to assist the **COUNTY** during a natural disaster or emergency. This includes the use of the **PROVIDER'S** facility to assist with Emergency Food Stamp pre registration if facility is operational and computer terminals are available. **PROVIDER** will be responsible to notify United Way 211 immediately after a disaster declaration if the location is accessible and operational and of any **PROVIDER** staff who are available to assist with recovery efforts.

ARTICLE XV ALL TERMS AND CONDITIONS INCLUDED

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed

upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

IN WITNESS THEREOF, PROVIDER and COUNTY have caused this 14-page contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

PROVIDER:

By: Judith A. Zimora
Name (print)

[Signature]
(Signature of authorized officer)
City Manager
Title
2-27-2012
Date

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 21 day of February, 2011, by JUDITH A ZIMORA, who is personally known to me, or who has produced _____ as identification and who did (did not) take an oath.

NOTARY:

By: [Signature]
Notary of Public (Signature)
JULIA K GUERNSEY
Name (typed)



APPROVED AS TO FORM:

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

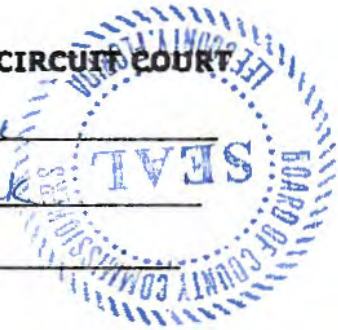
COUNTY: LEE COUNTY

By: John Manning
Name (print)

[Signature]
(Signature of authorized officer)
Board of County Commissioners
Title
3/9/12
Date

ATTEST: CLERK OF CIRCUIT COURT

By: [Signature]
Title: Deputy Clerk
Date: 3/9/12



**APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE**

By: [Signature]
John J. Pienkowski
Title: ASSISTANT COUNTY ATTORNEY
Date: 03-28-2012

Lee County
Department of Human Services

CONTRACT EXHIBITS & ATTACHMENTS

Applicable items are checked. If item is not checked it does not apply to this contract.

EXHIBITS (Required Reports/Documentation):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Exhibit 1 | Payment Request |
| <input type="checkbox"/> Exhibit 2 | Program/Demographics/Beneficiary Report |
| <input type="checkbox"/> Exhibit 3 | Performance Outcomes Report |
| <input type="checkbox"/> Exhibit 4 | Unit Cost Analysis Report |
| <input type="checkbox"/> Exhibit 5 | Annual Progress Report or Closeout Report |
| <input checked="" type="checkbox"/> Exhibit 6 | Certificates of Insurance |
| <input checked="" type="checkbox"/> Exhibit 7 | Statement of Work |
| <input type="checkbox"/> Exhibit 8 | Equipment/Fixed Assets Inventory |
| <input type="checkbox"/> Exhibit 9 | Annual Certification of Continued Operation (ESG) |

ATTACHMENTS

- | | |
|--|--------------------|
| <input checked="" type="checkbox"/> ATTACHMENT A | Program Guidelines |
|--|--------------------|

EXHIBIT 1 PAYMENT REQUEST Line Item Contract

Mail to Lee County Department of Human Services
ATTN Debbie Paxton, Contract Specialist
2440 Thompson Street
Fl Myers, FL 33901

Phone 533-7942
FAX 533-7960
E-Mail dpaxton@leegov.com

Contract No _____

Expenditures for period: _____

Check appropriate line:
 Regular Reimbursement
 Final Reimbursement

Agency City of Sanibel
 Mailing Address 800 Dunlop Road
Sanibel, FL 33957
 Phone: 239-472-3700
 FAX: 239-472-3065
 E-mail: jen.paxton@citysanibel.com

Reports are due by the twentieth calendar day after the end of the reporting period.

A. Approved Budget Categories (see attached detail)	B. Approved Annual Budget Amount	C. Balance Forward end of prior month	D. Total Paid Expenditures for Reporting Period	E. Remaining Balance End of Reporting Period (Col. C-D)
ACCESSIBILITY PROJECT	\$ 18,671.59	\$ 18,671.59		\$ 18,671.59
Total:	\$ 18,671.59	\$ 18,671.59		\$ 18,671.59

PROVIDER: By signing below, I certify that the work and/or services provided and reported in Exhibit 1 are for uncompensated expenses/units, and have been completed and/or delivered to the best of my knowledge. I further attest that payment has been made in accordance with all applicable statutes, regulations and approved County contract. I understand that knowingly providing false information could result in investigation and prosecution.

Signature of
Authorized Official: _____

Date approved: _____

FOR LEE COUNTY USE ONLY

By signing below, I certify that to the best of my knowledge and abilities, the work and/or services provided have been inspected, monitored or reviewed and appear to be in compliance with all applicable statutes, regulations, and approved County contract.

AUTHORIZED BY: _____

APPROVED AMOUNT: \$ _____

DATE APPROVED: _____

CERTIFICATE OF COVERAGE

Certificate Holder

LEE COUNTY BOARD OF COUNTY
COMMISSIONERS
PO BOX 398
FORT MYERS FL 33902-0398

Administrator **Issue Date 3/7/12**

Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 520065
Orlando, Florida 32853-0065

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0531 **COVERAGE PERIOD: FROM 10/1/11** **COVERAGE PERIOD: TO 10/1/12 12:01 AM STANDARD TIME**

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- Errors and Omissions Liability
- Supplemental Employment Practice
- Employee Benefits Program Administration Liability
- Medical Attendants/Medical Directors' Inspection Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability
* Combined Single Limit

Deductible Steploss \$50,000

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability
* Combined Single Limit

Deductible Steploss \$50,000

TYPE OF COVERAGE - PROPERTY

<input checked="" type="checkbox"/> Buildings	<input checked="" type="checkbox"/> Miscellaneous
<input checked="" type="checkbox"/> Basic Form	<input checked="" type="checkbox"/> Inland Marine
<input checked="" type="checkbox"/> Special Form	<input checked="" type="checkbox"/> Electronic Data Processing
<input checked="" type="checkbox"/> Personal Property	<input checked="" type="checkbox"/> Bond
<input type="checkbox"/> Basic Form	<input type="checkbox"/>
<input checked="" type="checkbox"/> Special Form	
<input checked="" type="checkbox"/> Agreed Amount	
<input checked="" type="checkbox"/> Deductible \$100,000	
<input type="checkbox"/> Coinsurance N/A	
<input checked="" type="checkbox"/> Blanket	
<input type="checkbox"/> Specific	
<input checked="" type="checkbox"/> Replacement Cost	
<input type="checkbox"/> Actual Cash Value	

Limits of Liability as Filed with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability \$1,000,000 Each Accident
 \$1,000,000 By Disease
 \$1,000,000 Aggregate By Disease
- Deductible N/A
-

Automobile/Equipment - Deductible

Physical Damage N/A - Comprehensive - Auto N/A - Collision - Auto Per Schedule - Miscellaneous Equipment

Other
The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$500,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$5,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 703.22 (5) Florida Statutes or liability settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operation/Location/Vehicles/Special Items


Re: Interlocal Agreement concerning the operation of Downsing Beach Park, Turner Beach, The Sanibel School Park and Blind Pass Parking area. The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

DESIGNATED MEMBER

CITY OF SANIBEL
800 DUNLOP ROAD
SANIBEL FL 33957

CANCELLATIONS
SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL Endeavor to mail 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

**EXHIBIT 7
STATEMENT OF WORK**

Name of Agency: City of Sanibel

Project Title: ADA Accessibility Improvement at City Hall

Project Description:

- The project site is located at City Hall, 800 Dunlop Road and is owned by the City of Sanibel
- Existing non ADA-compliant pedestrian bridge will be replaced with a new compliant bridge to be located a short distance north of, and parallel to, the existing bridge.
- City of Sanibel building permit will be secured
- The City's Public Works Department will provide construction management for the project
- Design of replacement pedestrian bridge will be performed by a consulting engineer
- Contract labor will be hired to construct the bridge
- A project schedule is not established for the project at this time

Project Location: 800 Dunlop Road (City Hall)

Activities to be Provided:

- Hire structural engineer to design replacement pedestrian bridge
- Hire contract labor to construct the bridge
- Order materials for the replacement bridge

Additional Clients Served:

The project will replace the pedestrian bridge which restricts the mobility and accessibility of the elderly and handicapped.

Proposed Construction Budget:

- | | |
|------------------|--------------------|
| • Labor costs | \$ 7,000.00 |
| • Material costs | <u>\$11,672.00</u> |
| Total | \$18,672.00 |

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The CDBG program was authorized by the Housing and Community Development Act of 1974. The primary objective is the development of viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities. Projects must principally benefit persons of low to moderate income. All projects must address one of three national objectives:

1. Benefit lower income families, or
2. Aid in preventing or eliminating "slums and blight" or
3. Meet an "urgent need"

Regulatory guidance on the CDBG program is found at 24 CFR part 570, specifically in subparts C, J, and K and other Federal regulations found at 24 CFR parts 5, 84, and 85 also apply.

The **PROVIDER (SUBRECIPIENT)** shall comply with all federal laws and regulations described in the HUD regulations, 24 CFR Part 570, and other applicable Federal regulations, including 24 CFR 84 and 24 CFR 85. CDBG funds made available under this agreement shall be used to assist low and moderate-income families. This may be determined by individually qualifying households for eligibility or by the determination that the census block in which the project is located is a low income area. The method used to determine compliance will be at the discretion of Lee County.

A. SUBCONTRACTS

The **PROVIDER (SUBRECIPIENT)** shall insure that any County approved subcontracts let in the performance of this agreement shall be awarded on a fair and non-collusive basis. All provisions of this agreement shall be included and made part of any subcontract executed in the performance of this agreement.

B. PROCUREMENT

1. The **PROVIDER (SUBRECIPIENT)** shall comply with current Lee County policy concerning the purchase of equipment and shall maintain inventory records of all non-expandable personal property.
2. The **PROVIDER (SUBRECIPIENT)** shall procure all materials, property or services in accordance with the requirements of OMB Circular A-110 Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502, covering utilization and disposal of property.

C. DOCUMENTATION AND RECORD-KEEPING

1. The **PROVIDER (SUBRECIPIENT)** shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.508 that are pertinent to the activities to be funded under this agreement, including but not limited to:
 - a. A full description of each activity undertaken and its eligibility criteria.
 - b. Client data demonstrating client eligibility for services provided.
 - c. Documentation of the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503, as applicable.
 - d. Compliance with fair housing and equal opportunity components of the CDBG program.

- e. Financial records as required by 24 CFR Part 570.502 and OMB Circular A-110; and other records to comply with Subpart K of 24 CFR 570.

D. RESTRICTIONS ON USE OF FUNDS

The **PROVIDER (SUBRECIPIENT)** is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

1. HATCH ACT- The **PROVIDER (SUBRECIPIENT)** agrees that no funds provided, nor personnel employed under this agreement shall be in any way engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code. Employment Restrictions.
2. CONFLICT OF INTEREST - The **PROVIDER (SUBRECIPIENT)** agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants and certifies that it presently has no financial interest, and that no employee, agent, consultant, or officer will acquire any financial interest, which would conflict in any manner or degree with the performance of any service required under this agreement.
3. LOBBYING - The **PROVIDER (SUBRECIPIENT)** hereby certifies that no federal funds have or will be paid by, or on its behalf, to any person influencing or attempting to influence a member of Congress, or an officer or employee of any agency, or of an office of Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any non-Federal funds have been used for such influence, the **PROVIDER (SUBRECIPIENT)** shall submit a "Disclosure Form to Report Lobbying" in accordance with its instructions.
4. RELIGIOUS ORGANIZATION - The **PROVIDER (SUBRECIPIENT)** agrees that funds provided under this agreement to either a faith based organization or faith based program cannot be utilized for inherently religious activities, and must be utilized in accordance with the federal regulations specified in 24 CFR 570.200.

E. ENVIRONMENTAL CONDITIONS

The **PROVIDER (SUBRECIPIENT)** agrees to comply with any instructions or requests made by the County pursuant to the completion of any applicable environmental review, as well as the following regulations insofar as they apply to the performance of this agreement:

1. Clean Air Act, 42 U.S. C. 7401, et seq.
2. Federal Water Pollution Control Act as amended, 33 U.S.C. 1251, et seq., as amended.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
4. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards shall require flood insurance under the National Flood Insurance Program.
5. Lead-Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35 pertaining to all HUD assisted housing, which require that notice be provided that all properties constructed prior to 1978 may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken, and the advisability and availability of blood lead level screening for children under seven.

6. Historic Preservation under the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800.

F. PROGRAM INCOME

The **PROVIDER (SUBRECIPIENT)** shall report and remit to the grantee (Lee County) all program income as defined at 24 CFR 570.500 generated by activities carried out with CDBG funds at the end of the program year. Lee County will determine and utilize the program income in compliance with the requirements set forth at 24 CFR 570.504. Preference for use of the funds will be given to projects in the urban county's jurisdiction that remitted the program income, however due to the County's need to meet timeliness requirements, funds will be spent on eligible activities as determined necessary by the County.

G. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

The **PROVIDER (SUBRECIPIENT)** agrees to comply with the following:

1. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR and 24 CFR 570.606;
2. Residential Anti-Displacement and Relocation Assistance Plan requirements of 24 CFR 570.606 under Section 104 of the Housing and Community Development Act; and
3. Optional relocation policies requirements of 570.606.

H. CIVIL RIGHTS

The **PROVIDER (SUBRECIPIENT)** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1964 as amended, Section 1104 and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1965, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

The **PROVIDER (SUBRECIPIENT)** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance, unless in areas allowable by the Civil Rights Act of 1964, as amended. The **PROVIDER (SUBRECIPIENT)** will take affirmative action to insure that all employment practices are free of such discrimination. The **PROVIDER (SUBRECIPIENT)** agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The **PROVIDER (SUBRECIPIENT)** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or worker's representatives of the **PROVIDER (SUBRECIPIENT)**'s commitment under this section and shall post copies of the notice in a conspicuous places available to employees and applicants for employment.

LAND COVENANTS - This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.602 and 603. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the **PROVIDER (SUBRECIPIENT)** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **COUNTY (RECIPIENT)** and the United States are beneficiaries of and entitled to enforce such covenants. The **PROVIDER**

(**SUBRECIPIENT**) in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

SECTION 504 - The **PROVIDER (SUBRECIPIENT)** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program.

AFFIRMATIVE ACTION - The **PROVIDER (SUBRECIPIENT)** agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The **PROVIDER (SUBRECIPIENT)** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. The term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The **PROVIDER (SUBRECIPIENT)** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The **PROVIDER (SUBRECIPIENT)** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROVIDER (SUBRECIPIENT)**, state that it is an Equal Opportunity or Affirmative Action employer. The **PROVIDER (SUBRECIPIENT)** will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own **PROVIDER (SUBRECIPIENT)s** or subcontractors.

DAVIS BACON ACT - The **PROVIDER (SUBRECIPIENT)** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 276c), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards applicable to this agreement. The **PROVIDER (SUBRECIPIENT)** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

The **PROVIDER (SUBRECIPIENT)** shall cause or require to be inserted in full provisions meeting the requirements of 29 CFR 5.5 and, for such contracts in excess of \$10,000, 29 CFR 5. All contractors or subcontractors on contracts in excess of \$2,000 which involve the employment of mechanics or laborers shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR. Part 5). Contractors and subcontractors shall be required to submit weekly payroll certifications concerning compliance with the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act.

SECTION 3 CLAUSE - Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR 135 shall be a condition of the Federal financial assistance provided under this agreement and binding upon the **COUNTY (RECIPIENT)**, the **PROVIDER (SUBRECIPIENT)**, and any of the **PROVIDER (SUBRECIPIENT)s** and subcontractors. The **PROVIDER (SUBRECIPIENT)** certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The **PROVIDER (SUBRECIPIENT)** further agrees to comply with these Section 3 requirements and to include the following language in subcontracts executed under this agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701.

Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located.”

I. CLOSEOUTS

The PROVIDER (SUBRECIPIENT)'S obligation to the COUNTY (RECIPIENT) shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets, reporting of beneficiaries, or any other activities related to CDBG compliance.

REVERSION OF ASSETS. Upon expiration of the contract, the PROVIDER (SUBRECIPIENT) shall transfer to the recipient any CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the PROVIDER (SUBRECIPIENT)'s control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the sub recipient in the form of a loan) in excess of \$25,000 is either:

- a) Used to meet one of the national objectives until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or
- b) Not used to meet one of the national objectives, in which event the PROVIDER (SUBRECIPIENT) shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

J. PAYMENTS AND REPORTS

1. Payment requests will be subject to the COUNTY (RECIPIENT)'s execution of its Master Agreement with HUD and the activity being assigned a number in IDIS (Integrated Disbursement and Information System).

2. Construction Contract Payments – Requests for payment must be based upon actual uncompensated construction costs provided during the contract period and shall be accompanied by invoices for services rendered. Payment Requests shall be submitted within 20 days after the end of the reporting period, even if no activity has occurred. If the PROVIDER (SUBRECIPIENT) fails to submit a Payment Request by the stated deadline, payment will be delayed until the following month. The PROVIDER (SUBRECIPIENT) will not receive payment without submission of all applicable reports. Failure to submit a Payment Request within 60 days after the end of the reporting period will result in the PROVIDER (SUBRECIPIENT) forfeiting all right to payment.

All payment requests (Exhibit 1) must be signed by the PROVIDER (SUBRECIPIENT)'s Executive Director or other duly authorized person, and accompanied by the contractor's signed request for payment (invoice). Final payment will not be made until the final inspection is made and approved by the Lee County or City Building Department, as applicable.

3. PROVIDER (SUBRECIPIENT) shall submit reports as required to assist the COUNTY (RECIPIENT) in the preparation of HUD Labor Relations, WBE/MBE, Equal Opportunity Employment, and HUD Section 3 reports, pursuant to 24 CFR 570.502, 507, and 92.

Friends of Don, Inc.

Post Office Box 1531
Sanibel, Florida 33957
(239) 246-2981

May 19, 2012

Ms. Judie Zimomra
City Manager
City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957

Dear Ms. Zimomra,

July fourth is just around the corner and the Friends of Don are busy planning for the 22nd Annual Independence Day Parade. We would like to extend the invitation to the City of Sanibel to be co-sponsor of the event again this year. We would like to request that all special event fees be waived.

Our theme this year, "We Salute The #1 Vacation Destination Sanibel Island", was based on the Frommer's Travel Guides top ranking for 2012.

We thank you for your consideration in this matter and look forward to hearing from you.

Respectfully,



Trish Phillips
Committee Member

Enclosed - Special Events Application





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: 5/11/12 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: Independence Day Parade - Destination Sanibel Island "We Salute the #1 Vacation"

EVENT ADDRESS: Periwinkle Way from Tarpon Bay Rd to Casa Ybel Rd

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: Friends of Don, Inc

ADDRESS: P.O. Box 1531, Sanibel, FL 33957

TELEPHONE: - CELL: 239-246-2981 FAX: -

EMAIL ADDRESS: lmdcphil@aol.com WEBSITE: -

NAME & ADDRESS TO MAIL DEPOSIT REFUND TO: (Deposits will be returned within 30 days following event.)
Friends of Don, Inc, P.O. Box 1531, Sanibel, FL 33957

NAME OF CONTACT PERSON AND PHONE NUMBER AT THE EVENT:
Tristi Phillips 246-2981 / Lisa Cochran 246-8875

IS THE APPLICANT/ORGANIZATION A 501(C)3, NON-PROFIT? Yes [] No
 Certificate No. _____ 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) Monday, July 2nd
 Event Date(s) Wednesday, July 4th
 Tear-Down Date(s): Thursday, July 5th

BEGINNING/ENDING TIME:
 *Set-up and tear down must be included as part of event times
 Set-up Time(s) 7:30am
 Event Time(s) 9:30am - 12:00pm
 Tear-Down Time(s) 5:00pm

NUMBER OF PARTICIPANTS EXPECTED: 300 Admission Charge (if any): Parade Participant entry fee: Commercial \$30, Non-Commercial \$15

TYPE OF EVENT/SPECIFIC ACTIVITIES: Independence Day Parade

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**: 24" x 36" - (1) West Gulf Dr + Island Inn Rd
Please indicate sign size, type, and locations of **directional signs** (Non-Profit Organizations only): (2) Parade Judges Viewing Area
Community Center

NUMBER OF VENDORS: _____ 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: 10 x 10 Tent #2 Size: 10 x 10 Tent #3 Size: _____
Temporary Structure Type: Shade for Parade Check-In Quantity: 1
Temporary Structure Type: Shade for Parade Judges Quantity: 1
Temporary Structure Type: _____ Quantity: _____

TRAFFIC CONTROL PLAN: Please attach traffic control and parking plan for events requiring off-site parking or pedestrian street crossing. See Attached Copies

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 No

NUMBER OF OFFICERS: T.B.D. **DATE:** 07/04/12 **TIME:** 9:00am - 11:30am

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 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?

Yes No

If yes, please identify right-of-way and/or public property/park name: Periwinkle Way from Tarpon Bay Rd to Casa Ybel Rd.

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 [✓] 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? [] 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 [] No If yes, indicate location on site plan. - For Parade participants only.

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

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

Does event require electrical usage at any City Owned Property? [] Yes [✓] No

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: Trish Phillips

Print Name: Trish Phillips

PERMIT #

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

FEEES BY
DEPARTMENT:

Planning

\$ _____
Planning

Police

\$ _____
Police

Public Works

\$ _____
Public Works

Building

\$ _____
Building

Tent Standards attachment required? Yes No

Finance

\$ _____
Finance

Business Tax Receipt Verified? Yes No

Natural Resources

\$ _____
Natural Resources

Beach Standards attachment required? Yes No

Recreation

\$ _____
Recreation

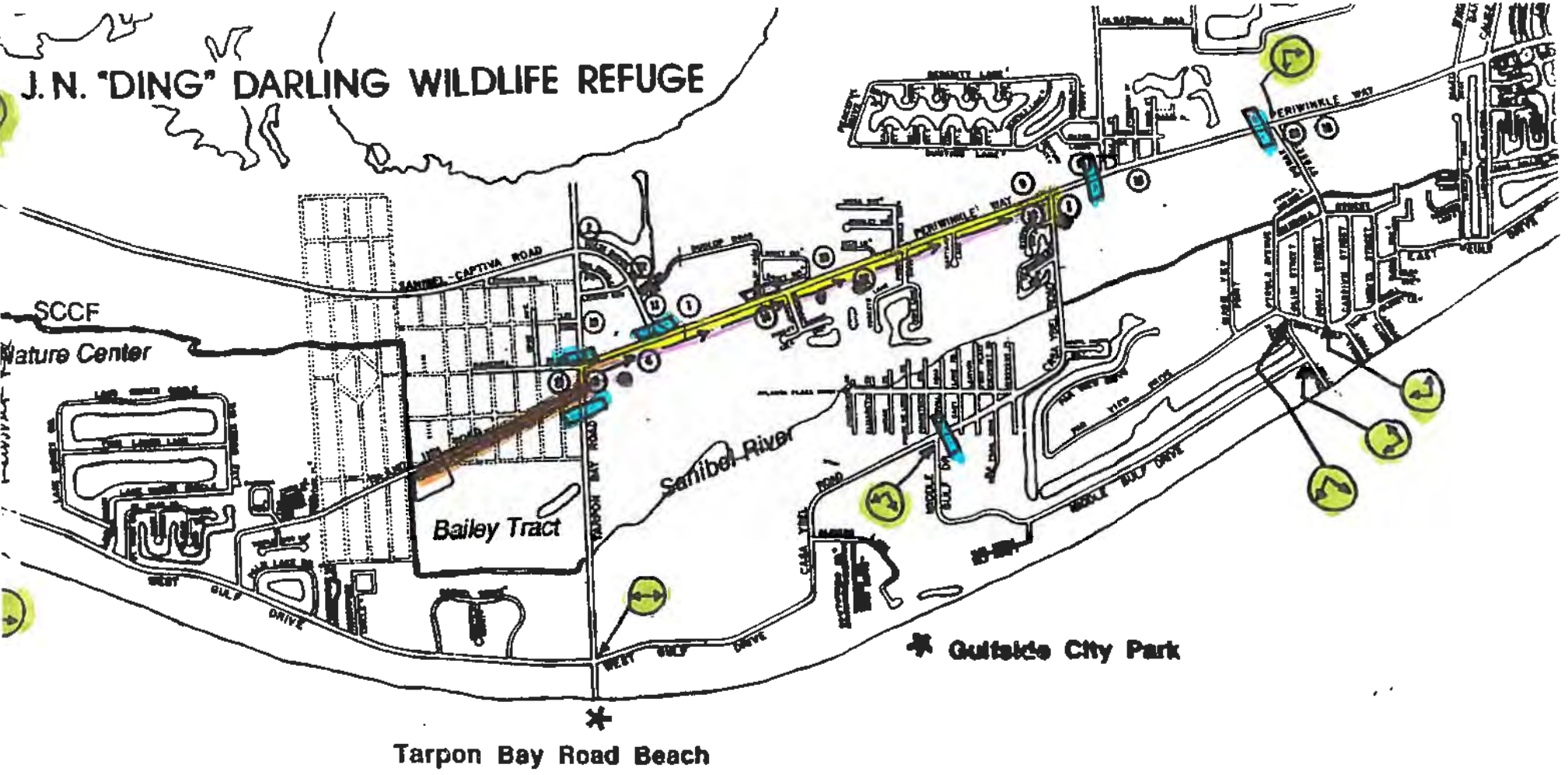
\$ _____
TOTAL

Comments/Permit Conditions: _____

City Manager Approval _____

Date _____

J. N. "DING" DARLING WILDLIFE REFUGE



Tarpon Bay Road Beach

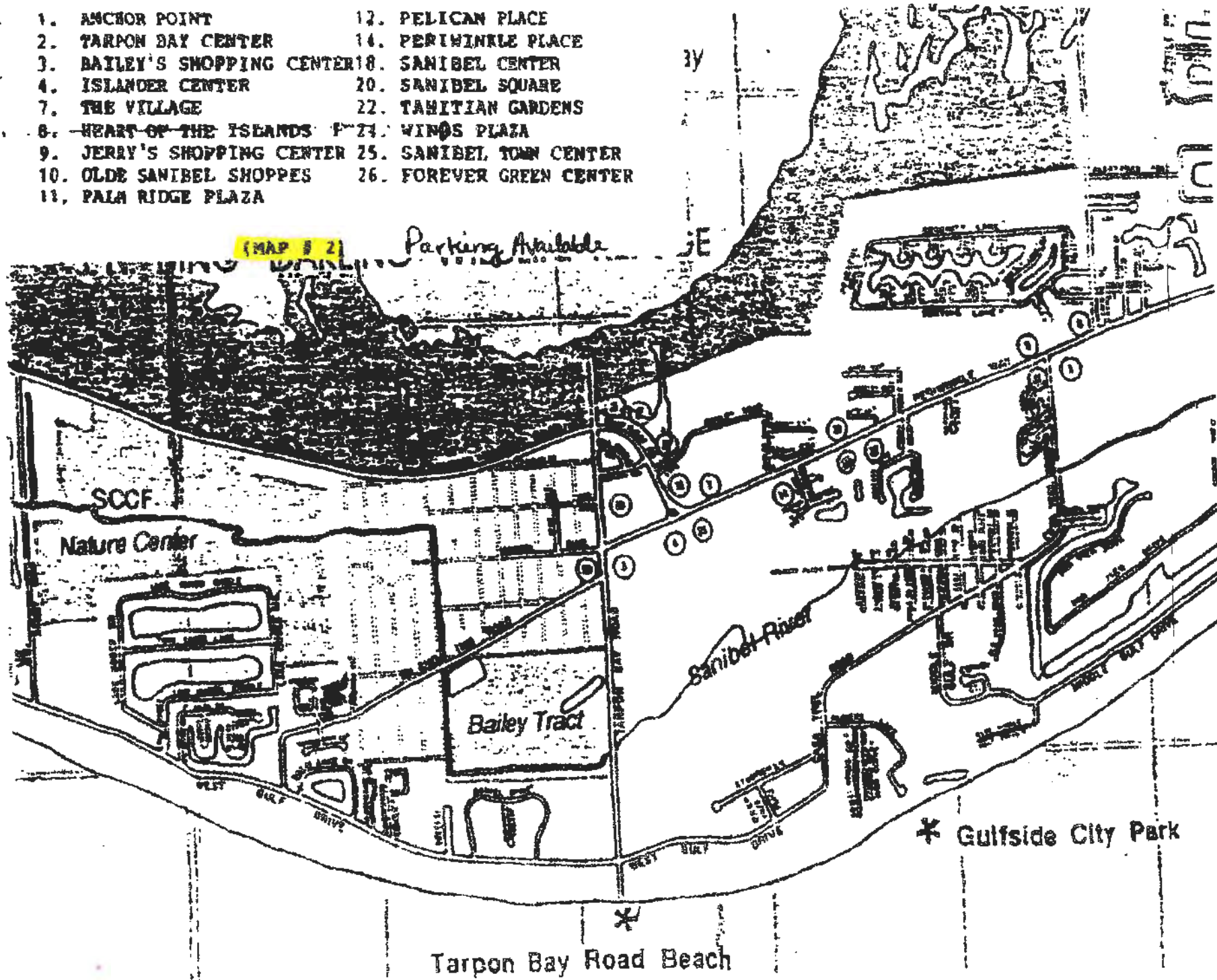
J K L M N O P Q

LEGEND

- PARADE ROUTE 
- STAGING AREA 
- ROAD BARRICADE 
- DETOUR SIGN 
- Sound Systems 

(Map #1)

- | | |
|-----------------------------|--------------------------|
| 1. ANCHOR POINT | 17. PELICAN PLACE |
| 2. TARPON BAY CENTER | 14. PERIWINKLE PLACE |
| 3. BAILEY'S SHOPPING CENTER | 18. SANIBEL CENTER |
| 4. ISLANDER CENTER | 20. SANIBEL SQUARE |
| 7. THE VILLAGE | 22. TAHITIAN GARDENS |
| 6. HEART OF THE ISLANDS | 24. WINDS PLAZA |
| 9. JERRY'S SHOPPING CENTER | 25. SANIBEL TOWN CENTER |
| 10. OLDE SANIBEL SHOPPES | 26. FOREVER GREEN CENTER |
| 11. PALM RIDGE PLAZA | |



(MAP 1 2)

Parking Available

SCCF

Nature Center

Bailey Tract

Sanibel River

* Gulfside City Park

Tarpon Bay Road Beach

AGREEMENT

THIS AGREEMENT made and entered into on this ___ day of June 2012 by and between the City of Sanibel, a municipal corporation of the State of Florida, and ROBERT LOFLIN, PhD, an independent biologist and natural resources specialist.

WHEREAS, Robert Loflin has the education and natural resources related experience to provide independent contractor services in accordance with the terms of this agreement; and

WHEREAS, the City of Sanibel, and Robert Loflin, an independent contractor, do hereby have the express authority to enter into this agreement in order to ensure that natural resources related functions are carried out in a timely and efficient manner; and

WHEREAS, Robert Loflin has the necessary professional qualifications to perform this service in a manner which would be beneficial to both parties.

NOW THEREFORE, in consideration of these and other covenants to be performed by the respective parties, the parties agree as follows:

1. Robert Loflin agrees to natural resources related consulting services for the City of Sanibel as required under this agreement.
2. The City of Sanibel hereby understands and agrees that fees are to be paid to Robert Loflin for such services that shall be performed. Fees shall be charged by the hour for each hour worked at an hourly rate and invoiced on a bi-weekly basis.
3. Robert Loflin agrees to provide the required services for the hourly fee of \$ 110.00 . The minimum physical call-in to City Hall or other location designated by the City of Sanibel shall be for one hour. There shall be no additional benefits provided to Robert Loflin including, but not limited to, supplies, health insurance, vacation, medical leave, insurance, causeway tolls, tax withholding or other such benefits. The parties may negotiate further extensions as mutually agreeable but the parties agree and understand that nothing herein shall constitute or be construed as a contract for employment for any set term.
4. It is further agreed that the City of Sanibel shall notify Robert Loflin in writing, within five (5) days of any claims or pending claims relating to the services of Robert Loflin, which the City of Sanibel has knowledge.
5. Robert Loflin acknowledges and agrees that when performing services under this agreement, he will be subject to the policies and practices of the City of Sanibel, as same may be related to him by the City's Administration.
6. Robert Loflin agrees that if he is needed for any judicial or administrative proceedings that he will make himself available at the hourly rate as specified in this agreement.
7. This agreement is intended for the benefit of these parties only and is not intended for the benefit of any third parties.
8. If City of Sanibel or Robert Loflin wishes to modify this agreement, either may do so only with the written consent of the other party. All modifications shall be in writing to be enforceable.

9. This agreement shall continue in force until terminated, with or without cause, by either party with ten (10) days prior written notice to the other party.

10. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement, shall lie in Lee County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

IN WITNESS THEREOF, the undersigned have hereunto affixed their hands and seals this ___ day of June 2012.

CITY OF SANIBEL, FLORIDA

ROBERT LOFLIN, PHD

CITY MANAGER

DATE

DATE

APPROVED AS TO FORM: _____

KENNETH B. CUYLER

DATE

CITY OF SANIBEL

RESOLUTION 12-060

A RESOLUTION DESIGNATING THE CITY MANAGER, FINANCE DIRECTOR, RECREATION DIRECTOR AND THE ADMINISTRATIVE SERVICES DIRECTOR TO ACT ON BEHALF OF THE CITY TO EXECUTE INVESTMENT AND BANK ACCOUNT SIGNATURE CARDS, BANKING RESOLUTION AND CERTIFICATE OF INCUMBENCY, AND RELATED DEPOSIT ACCOUNT DOCUMENTATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Sanibel wishes to designate the City Manager, Finance Director, Recreation Director and Administrative Services Director to act on behalf of the City to execute investment and bank account signature cards, Banking Resolution and Certificate of Incumbency and related deposit account documentation; and

WHEREAS, in accordance with the City's Investment Policy as adopted by Ordinance No. 10-002, as may be amended from time to time, the City Manager and Finance Director are authorized and designated to act on behalf of the City with respect to the implementation and maintenance of the City's investment program; and

WHEREAS, the Finance Director shall be responsible for maintaining relationships with the various banks and other financial institutions with whom the City conducts business regarding investments and cash management; and

WHEREAS, such activities may include, but not be limited to, regular and customary activities such as: custody of securities, cash management, payroll activities, and periodic less frequent activities such as: maintenance of letters of credit or special projects: and

WHEREAS, such activities necessitates executing and amending various bank account authorization documents;

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

SECTION 1. City Manager Judith A. Zimomra, Finance Director Sylvia A. Edwards, Recreation Director Andrea L. Miller and Administrative Services Director James Isom, are hereby designated as the authorized City personnel to execute investment and bank account Signature Cards, Banking Resolution and Certificate of Incumbency and related deposit account documentations.

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 5th day of June, 2012.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

AS APPROVED TO FORM:

Kenneth B. Cuyler, City Attorney

Date

Council Members Vote:

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

FACTS ABOUT WHY IT IS IMPORTANT TO CONTROL FERTILIZER APPLICATION IN SOUTHWEST FLORIDA

- (1) Excessive nitrogen in runoff from fertilizer used on urban lawns and landscapes has a detrimental effect on the coastal waters in Southwest Florida. This is particularly true in the rainy season

- (2) The excess nitrogen encourages the growth of nuisance red drift algae, blue green algae and red tide, all of which have a harmful impact on our beaches, our wildlife, and our way of life.

- (3) Poor water quality also impacts the tourist economy and the jobs it creates.

- (4) Through TMDL (total maximum daily load) legislation, the state has mandated that local governments have the responsibility to keep their waters free from pollutants. Sanctions will be applied to those governments which fail to comply.

- (5) Controlling nitrogen runoff in urban fertilizer is one strategy that is effective in keeping our waters clean.

- (6) This has led many local governments to adopt fertilizer ordinances as a response to the state water quality mandate.

- (7) We are not suggesting that fertilizer should not be used, we ask that it be used responsibly

Fertilizer Citizen Education Campaign DRAFT 6

This paper summarizes the main reasons for supporting a public relations campaign that will explain to our citizens the importance of **the responsible use of fertilizer in urban landscapes.**

POWW!

A campaign to **Protect Our Wonderful Waters!**

1. Some important facts:
 - o Everyone remembers the disastrous effect that the 2010 BP oil spill in the Gulf had on the economy. Great damage was done to beaches in four states: tourism was affected from New Orleans to Marco Island, irrespective of actual harm.
 - o Property values and tax income in all Florida counties bordering the Gulf are largely dependent on tourism. Tourism is heavily influenced by water quality.
 - o Excessive nitrogen from fertilizer used in urban lawns and landscapes has a detrimental effect on the coastal waters in Southwest Florida. This is particularly true during Florida's rainy season.
 - o Excess nitrogen encourages the growth of red drift algae, blue green algae and red tide, all of which have a harmful impact on our beaches, our wildlife, and our very way of life.
 - o Between 2003 and 2007 the Caloosahatchee estuary experienced some of the worst algae blooms ever recorded. Subsequent research clearly demonstrated that stormwater runoff containing nitrogen from fertilizer contributed to these massive algal blooms. The research team recommended that best management practices should include controls on the application of urban¹ fertilizer.

¹ We clearly differentiate between the urban and the agricultural use of fertilizer. The one leads to pollution caused by two legged creatures; the other that caused by four legged.

- Responsible use of fertilizer, including rainy season blackout periods, imposed by local ordinances, is a most effective way of controlling fertilizer pollution of our waterways and estuaries.
- Equally effective, possibly more so, would be to build awareness among urban fertilizer users of the risk to our clean waters of fertilizer run off. Among these users are the many citizens who regularly apply fertilizer to promote the health and growth of their lawns and plant borders.
- Building citizen awareness would have three positive outcomes:
 - Ready understanding and acceptance of the need for local legislation to control fertilizer application
 - Strong resistance to any suggestion that local governments should be prevented from exercising these controls
 - Voluntary self-management by property owners of the responsible application of fertilizer, rendering extensive enforcement programs unnecessary

The cost of such a campaign would be more than offset by the reduction in cleanup costs

2. We are therefore proposing that cities and counties, environmental pressure groups, chambers of commerce and tourist bodies **should all join in a coordinated campaign** to communicate to citizens that:

- Water quality is crucially important to our tourist trade and therefore overall economic health;
- To protect water quality, fertilizer should be applied responsibly by property owners and curtailed at certain times of the year;
- They should recognize the role of local government in developing and implementing local ordinances appropriate to the many and varied local needs;
- Long term, this approach not only promotes our economic well-being but also enables our natural environment to maintain a healthy balance between the demands of its users: wildlife, tourism, commerce and citizens.

3. One city cannot do this alone. This can only be accomplished through a consortium of willing entities in this region – local governments, environmental groups, citizen groups and commerce. With the enthusiastic support of my Council I am visiting groups throughout the region, in the hope that together we can launch a campaign to Protect Our Wonderful Waters - **POWW!**

May 8 2012

DRAFT

PROPOSED TIME LINE TO PERSUADE A LOCAL COALITION TO SUPPORT A CITIZEN EDUCATION PROGRAM

	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUGUST</u>	<u>SEPTEMBER</u>
COUNCIL REVIEW				Vice Mayor to review progress at each council meeting	Vice Mayor
SWFRPC REVIEW		Introduce to RPC Meeting May 17			Vice Mayor
FLORIDA LEAGUE CITIES - Local chapter - Energy & Environmental Committee				Presentation at the August meeting in Orlando - attempt to get FLC endorsement	Vice Mayor Vice Mayor
LEGISLATIVE REVIEW - Lee County Commissioners - local City Legislators(Mayors) - Charlotte Commisioners & City Legislators			Target to have conversations with County Commisioners by end of July - attempt to get endosement and finacial partnership Suggest discussion at the next Mayors meeting - Attempt to get endorsement and financial partnership		Mayor/vice Mayor Mayor
CHAMBER COMMERCE - Lee County - Charlotte County				Attempt to get at least an endorsement and possible financial partnership	Rick Base ??????
ENVIRONMENTAL GROUPS		Meet with Sierra/SCCF May 15		Attempt to get a finacial partnership with environmental groups	Vice Mayor
TDC				Attempt to get fincial support for the project	Mayor/Vice Mayor
LOCAL BOARD of REALTORS				Attempt to get the endoesement of the Board of Realtors	???????
HORIZON COUNCIL				Get the endorsement of the Horizon Council	Councilman Harrity

Summary of Project Recommendation Elements:

Descriptions and Evaluations

PROJECT SUMMARY

In May 2006, the Refuge, working in partnership with the City of Sanibel and Lee County, applied for the Alternative Transportation in Parks and Public Lands Program now known as the Paul S. Sarbanes Transit in Parks Program. The program provides an opportunity to examine environmentally sensitive solutions to manage visitation through funding of capital and planning expenses for alternative transportation in national parks and other federal lands. As one of the most visited refuges in the nation, the Refuge struggles to meet its conservation goals while providing a positive visitor experience. This project seeks to evaluate alternative transportation solutions to alleviate Refuge and island congestion and circulation issues created by visitors to the Refuge.

The project goals listed below were used to measure each alternative's effectiveness in the technical evaluation process.

- Conserves natural, historic, and cultural resources
- Reduces congestion and pollution
- Improves visitor mobility and accessibility
- Enhances visitor experience
- Ensures access to all, including persons with disabilities
- Cost effective
- Public support

Public input has been central in developing alternatives for evaluation and advancement. A Draft Project Recommendation was presented at public meetings in 2011 and 2012. At these meetings, the majority of participants indicated a lack of support for the proposed circulator elements. Those circulator elements have since been removed.

Between April 2011 and April 2012, members of the public were encouraged to submit open-ended comments at workshops and through survey tools, and some consistent themes emerged:

- Emphasis should be on protecting the natural habitat.
- There should be NO circulator elements outside of the Refuge.
- The existing Refuge tram should be maintained with some enhancements.
- Wildlife Drive should be resurfaced for easier bicycling (Refuge plans to resurface in 2013).
- Existing Refuge trails should receive surface enhancements (crushed shell) for bicyclists and pedestrians.
- Improve the canoe launch at Tarpon Bay Explorers (completed as of April 2012).
- Provide a new trail connecting the Tarpon Bay Recreation Area to the Shared Use Path.
- Investigate parking options at the former Island Water site.
- Add more interpretive signs in the Refuge.
- Provide signs guiding users from the Shared Use Paths to the Bailey Tract Trail.
- Improve safety for wildlife to cross Sanibel-Captiva Road.
- Improve safety at pedestrian crossings along Sanibel-Captiva Road.
- Provide amenities that would improve safety for cyclists.

After considering both public input and the technical evaluation, the Steering Committee refined the Draft Project Recommendation to seven elements. The following pages contain the seven elements, a description, and the percent of the public support received at the open house in March 2012; this is the most recent public support data and reflects the present project recommendation. Please see page four for more details on public support (**Table 1**) as well as element location (**Figure 1**).

WILDLIFE CROSSINGS		
<p>Areas adjacent to the Refuge with high wildlife fatalities would be identified and evaluated for new wildlife crossings; specific locations and physical features would be determined in next phase of study. Design would be consistent with City of Sanibel design standards.</p>		
Environmental Impacts	Public Support	Description of Measures Satisfied
Potential environmental impacts will be determined in the next study phase.	92 percent support in 2012	<ul style="list-style-type: none"> • Reduces transportation impacts to Refuge fauna; • Reduces vehicle-animal collisions; • Supported by the public.
NEW TRAIL CONNECTING TARPON BAY RECREATION AREA TO THE SHARED USE PATH		
<p>A new trail for hikers and bicyclists would connect the Tarpon Bay Recreation Area to the City of Sanibel Shared Use Path, directly to the south and would take advantage of existing upland fill area to minimize habitat disruption. The new trail's surface should be similar to other Refuge trails for use by non-motorized users. The trail would increase safety by providing a separate non-motorized connection between the Tarpon Bay Recreation Area and the existing Shared Use Path adjacent to Sanibel-Captiva Road and parallel to the Refuge.</p>		
Environmental Impacts	Public Support	Description of Measures Satisfied
The trail alignment would take advantage of any existing or historic easements, and the trail surface would be upgraded for hikers and bicyclists while not impacting the sensitive habitats of the Refuge.	96 percent support in 2012	<ul style="list-style-type: none"> • Encourages alternative transportation use by providing additional access to the City of Sanibel Shared Use Path supporting pedestrian and bicycle travel; • May reduce air pollution emissions and fuel consumption by providing an alternative to a motorized vehicle; • Provides enhanced educational experience and enhances the visitor experience by providing a safe alternative to operating in traffic along Tarpon Bay Road; • Improves visitor mobility and accessibility; • Supported by the public.
ENHANCED REFUGE WAYFINDING PLAN FOR EXISTING REFUGE SIGNAGE		
<p>Small information kiosks and directional signage made of durable materials would inform visitors of the recreational opportunities offered by the Refuge in addition to other transportation and congestion information. All efforts would be taken to enhance, replace, and consolidate existing signage. Each kiosk would display information about its location and maps showing its location in relation to other island features and destinations. Information pertaining to restrictions on activities may also be posted at wayfinding kiosks¹.</p>		
Environmental Impacts	Public Support	Description of Measures Satisfied
No impacts to natural environment.	95 percent support in 2012	<ul style="list-style-type: none"> • Reduces visitor impacts to Refuge flora and sensitive habitats by focusing pedestrian movements; • Provides enhanced educational experience; • Supported by the public.
BAILEY TRACT WAYFINDING TO SHARED USE PATH		
<p>Improved wayfinding techniques would instruct users to the available connection between the Refuge's Bailey Tract, other areas of the Refuge, and to the Shared Use Path along Tarpon Bay Road and Sanibel-Captiva Road. This strategy focuses on providing enhanced connectivity between the Refuge and Shared Use Path; the Refuge would collaborate with the City of Sanibel and its Shared Use Path Master Plan. All efforts will be made to enhance, replace, and consolidate existing signage.</p>		
Environmental Impacts	Public Support	Description of Measures Satisfied
No impacts to natural environment.	95 percent support in 2012	<ul style="list-style-type: none"> • Reduces visitor impacts to Refuge flora and sensitive habitats by focusing pedestrian movements; • Provides enhanced educational experience; • Supported by the public.

¹ Wayfinding improvements should follow the existing Sanibel Plan and the Shared Use Path Master Plan, where applicable.

EXPANDED REFUGE PARKING OPTIONS AT EXISTING SATELLITE OVERFLOW PARKING

The Refuge owns the former Island Water Association site located on the south side of Sanibel-Captiva Road, east of Rabbit Road. The site is currently being used as an overflow parking facility for large events. The site is proposed to be converted to a formal parking site that would be consistent with the parking design standards, vegetation and landscaping requirements, drainage and environmental performance standards as stated by the City of Sanibel's Land Development Code. Staying within the previously disturbed footprint of the former Island Water Association site would minimize negative impacts. If additional safety measures are needed to support this parking option, such as pedestrian safety measures, they would be designed to meet all Sanibel standards, and would only be implemented as needed. Formalizing Refuge parking options at the site would help address the need for additional parking during peak season.

Environmental Impacts	Public Support	Description of Measures Satisfied
Potential environmental impacts will be determined in the next study phase.	91 percent support in 2012	<ul style="list-style-type: none"> • Provides improved visitor accessibility; • Supported by the public.

Existing capacity: The Refuge has 187 parking spaces (93 unrestricted, 7 handicap and 2 RV spaces in the Primary and Secondary lots; 85 spaces at Tarpon Bay Recreation Area), excluding employee parking. Each space can accommodate an average of 6 cars per day with an average of 2.5 passengers each, resulting in a monthly parking capacity of 26,928 vehicles or 67,320 visitors. This does not meet the 10-year average demand during January through April, which ranges from 68,200 to 93,000 monthly visitors.
Expanded capacity: During special events, the Refuge can accommodate 174 vehicles at their former Island Water Association site, bringing the approximate new total parking capacity to 361 spaces. Keeping other assumptions constant, the Refuge can accommodate 51,984 vehicles or 129,960 visitors monthly, thereby meeting demand during the high-visitation season.

BICYCLE RENTALS AT REFUGE (CONTINGENT UPON PRECEDING ELEMENT)

Due to current parking limitations at the Refuge Education Center, bicycle rental facilities are only feasible at the Refuge if additional parking capacity is formalized at the existing satellite overflow parking site. The bicycle rental facilities could be operated by a project partner, concessionaire, or private entity.

Environmental Impacts	Public Support	Description of Measures Satisfied
Potential impacts to the natural environment are to be determined in the next phase of study.	86 percent support in 2012	<ul style="list-style-type: none"> • Encourages reduction in single occupancy vehicles on Wildlife Drive (reducing emissions and congestion); • May reduce noise pollution (Db) by encouraging more bicycle use; • Supported by the public.

ENHANCEMENTS TO REFUGE TRAM AND NEW REFUGE SHUTTLE SERVICE

The existing Refuge Tram circulator would continue to operate along Wildlife Drive and Sanibel-Captiva Road. An additional drop-off and pick-up location is proposed at the former Island Water Association site. Refuge visitors may take the existing 90-minute guided tour, or visitors would also be able to access the Refuge through a new non-guided shuttle service to the Education Center and through the Refuge. Within the Refuge, the guided tour and non-guided tour would operate every 30 minutes during peak season and would use fixed stops built at places of interest and at connecting trailheads on Wildlife Drive. The non-guided shuttle service would only operate during peak season. The mode of transport chosen would accommodate bicycles, canoes/kayaks, and other recreational equipment. The expanded and new services would be environmentally friendly, running on compressed natural gas or solar-electric propulsion technology, and they would give visitors a choice to driving alone.

Environmental Impacts	Public Support	Description of Measures Satisfied
New vehicles would be the same size and style as existing Refuge tram vehicles, which seat 25. Propulsion of new vehicles would be compressed natural gas or solar-electric. May reduce air and noise pollution by encouraging alternative modes of travel to the personal automobile.	85 percent support in 2012	<ul style="list-style-type: none"> • May reduce single occupancy vehicles on Wildlife Drive (reducing emissions and congestion); • Increased number of guided tours allows for increased educational opportunities for Refuge visitors; • Supported by the public.



Figure 1. Map of Project Recommendation Elements

Table 1 shows the levels of public support for project recommendation elements from the March 29, 2012, Open House as compared to 2011 levels (as gathered in the April public meeting and August/September online survey).

Table 1. Comparing Levels of Support between 2011 and 2012

Project Recommendation Element	Do you support the element?				Total Responses	
	Yes		No		2012	2011
	2012	2011	2012	2011		
A. Wildlife Crossings	92%	77%	8%	23%	38	144
B. New Trail Connecting Tarpon Bay Explorers (Recreation Area) to Sanibel Shared-Use Path	96%	77%	4%	23%	47	162
C. Enhanced Refuge Wayfinding Plan for Existing Refuge Signage	95%	61%	5%	39%	44	144
D. Bailey Tract Trail: Wayfinding to Sanibel Shared-Use Path	95%	78%	5%	22%	44	160
E. Expanded Refuge Parking Options at Existing Satellite Overflow Parking	91%	60%	9%	40%	45	149
F. Bicycle Rentals at Refuge (contingent upon E.)	86%	67%	14%	33%	44	159
G. Enhancements to Refuge Tram and New Refuge Shuttle Service*	85%	72%	15%	28%	41	152
H. Secondary and Supportive Project Elements – Surface Treatments to Trails	92-98%	71-87%	2-8%	13-29%	37-41	153 - 163

*The description in 2011 did not include the New Refuge Shuttle Service.

Paul S. Sarbanes Transit in Parks



Sanibel City Council June 5, 2012

Alternative Transportation in the
J.N. "Ding" Darling National Wildlife Refuge



Paul S. Sarbanes Transit In Parks Program

Formerly known as Alternative Transportation in Parks and Public Lands (ATPPL)

Partner Agencies:



Sarbanes Program Goals

- Reduce congestion and pollution
- Conserve natural, historical, and cultural resources
- Improve Refuge visitor mobility and accessibility
- Enhance the Refuge visitor experience
- Ensure access to all

Additional Project Goals

- Supported by the public
- Cost effective



- 
- PROTECT THE ENVIRONMENT
 - OPTIMIZE REFUGE VISITOR CIRCULATION
 - MAXIMIZE EFFICIENT PARKING
 - IMPROVE BICYCLE & PEDESTRIAN CONNECTIONS

Planning From the Ground Up

- Background Data Collection (2007 – present)
- Public Engagement (2007 – present)
- Existing Conditions (2008 – 2009)
- National Best Practices Review (2008 – present)
- Biological Assessment (2009)
- Draft Alternatives (2009 – 2010)
- Technical Evaluation and Measures of Effectiveness (2010 – 2011)
- Refined Draft Project Recommendation (2011 – 2012)



A young birder at the J.N. "Ding" Darling National Wildlife Refuge.

Public engagement and agency coordination
have been essential at each stage of the process.

Public Engagement

- ❑ Completed surveys from Phase I in 2009: more than 2,100
- ❑ Completed surveys in 2011: 243
- ❑ Total attendees at the six public workshops and meetings: 387
- ❑ Attendees at March 29th open house: approximately 65



January 2009 workshop



February 2009 survey



April 2, 2009 workshop



April 16, 2009 workshop



January 2011 workshop



April 2011 workshop



Summer 2011 online survey



March 2012 open house

We Listened

- Remove all new on-island circulator elements
 - No Environmental Institution Circulator along Sanibel-Captiva Road
 - No extension to resorts
 - No Island-wide circulator
 - No Circulator to mainland
 - No Circulator to Captiva Island
 - No Circulator along Periwinkle Way
- No gasoline/diesel propulsion type
- No two-way travel on Wildlife Drive
- No canoe landing at Dixie Beach Blvd
- No pontoon tour enhancements



**“You listened to us –
thank you.”**

- attendee at
March 29th open house

Based on comments from the community,
these elements are no longer being considered

**Refined DRAFT
Project
Recommendation**

A. Wildlife Crossings

Benefits

- Protects wildlife from vehicles
- Increased safety on roadways

Supporting Data

- 622 wildlife fatalities on Sanibel-Captiva Road between 2003 and 2010
- Received support from 92 percent of the public in 2012



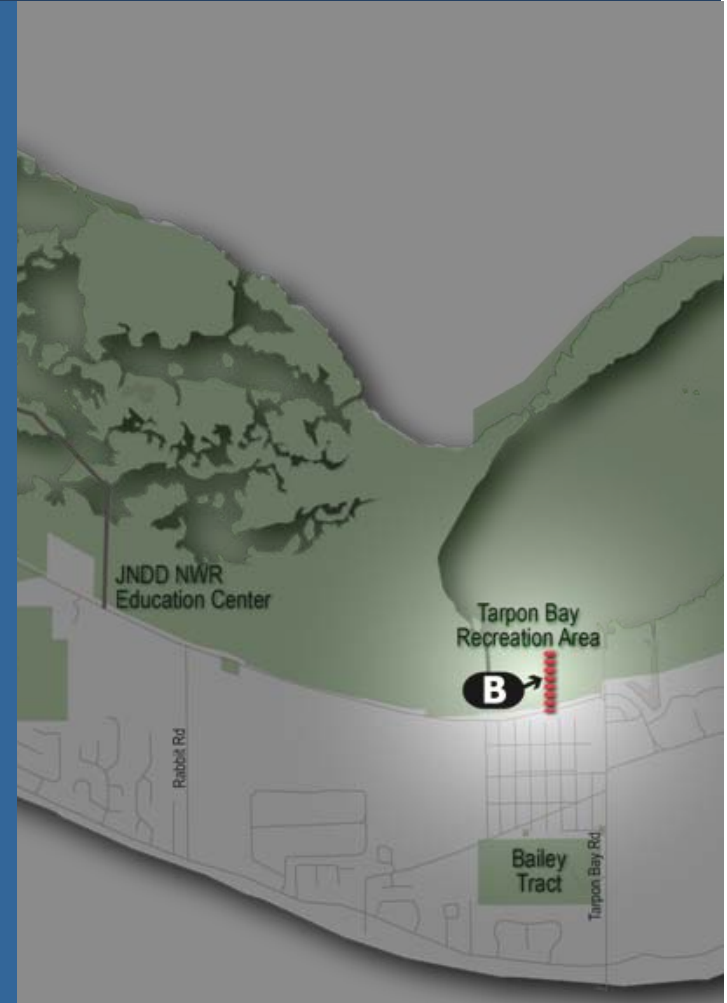
B. New Trail Connecting Tarpon Bay Recreation Area to the Shared Use Path

Benefits

- Improves pedestrian and bicycle access between the Refuge and Tarpon Bay Recreation Area
- Enhances Refuge visitor experience

Supporting Data

- No designated connection from the Shared Use Path to Tarpon Bay Recreation Area
- Approximately 642,000 Refuge visitors, including 198,000 Tarpon Bay visitors (annual average from 2008 to 2010)
- Received support from 96 percent of the public in 2012



C. Enhanced Refuge Wayfinding Plan for Existing Refuge Signage

Benefits

- Focuses pedestrian movements
- Enhances Refuge visitor experience
- Would use the minimum number of signs required that meets City standards

Supporting Data

- Steady increase in Shared Use Path users
- Received support from 95 percent of the public in 2012



D. Bailey Tract Wayfinding to Shared Use Path

Benefits

- Improves interconnectivity between Bailey Tract and the Refuge
- Improves pedestrian and bicycle access
- Protects flora and fauna by focusing user activity

Supporting Data

- Approximately 642,000 Refuge visitors, including 30,000 Bailey Tract visitors (annual average from 2008 to 2010)
- Received support from 95 percent of the public in 2012



E. Expanded Refuge Parking Options at Existing Satellite Overflow Parking

- Add additional safety measures for pedestrians as needed

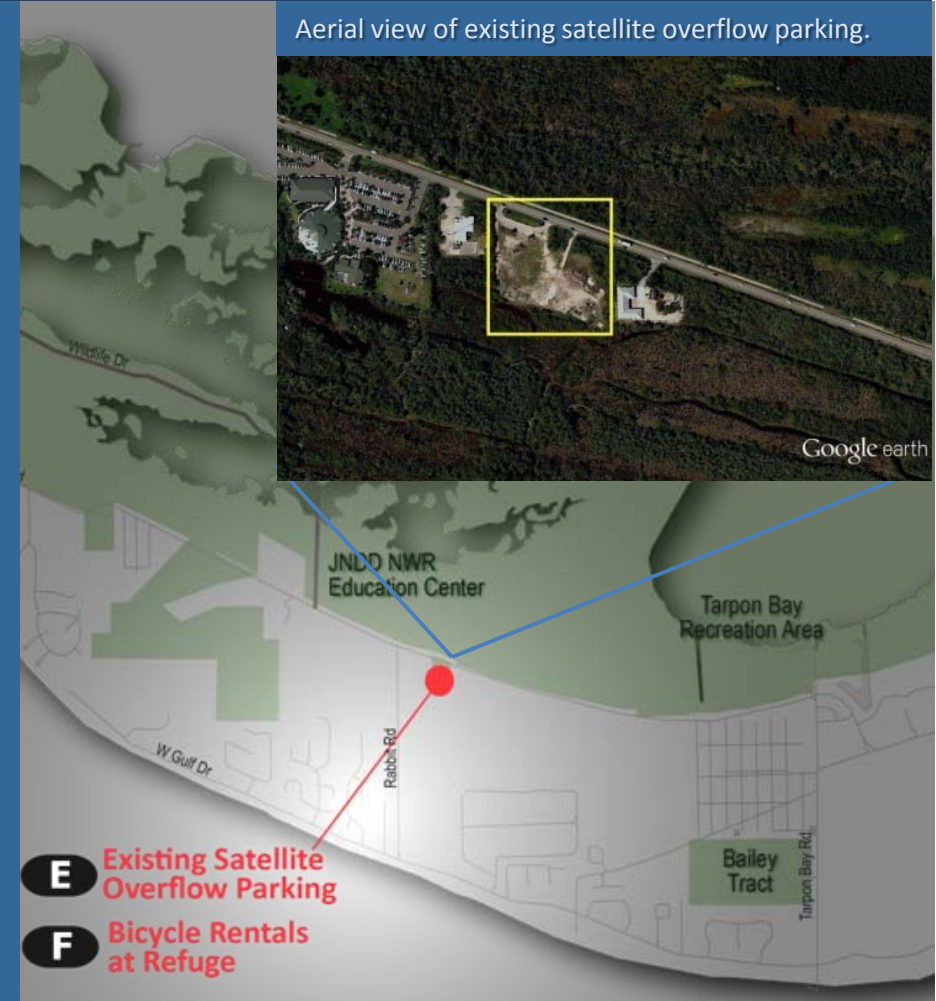
F. Bicycle Rentals at Refuge (contingent upon E.)

Benefits

- Preserves sanctuary & wildlife habitat
- Reduces unauthorized parking
- Encourages more bicycle use at Refuge
- Reduces congestion and pollution on Wildlife Drive

Supporting Data

- Insufficient parking capacity at Refuge during peak season (187 spaces for ~3,000 average daily visitors)
- Received support from the public (E. 91 percent; F. 86 percent) in 2012



G. Enhancements to Refuge Tram & New Shuttle Service

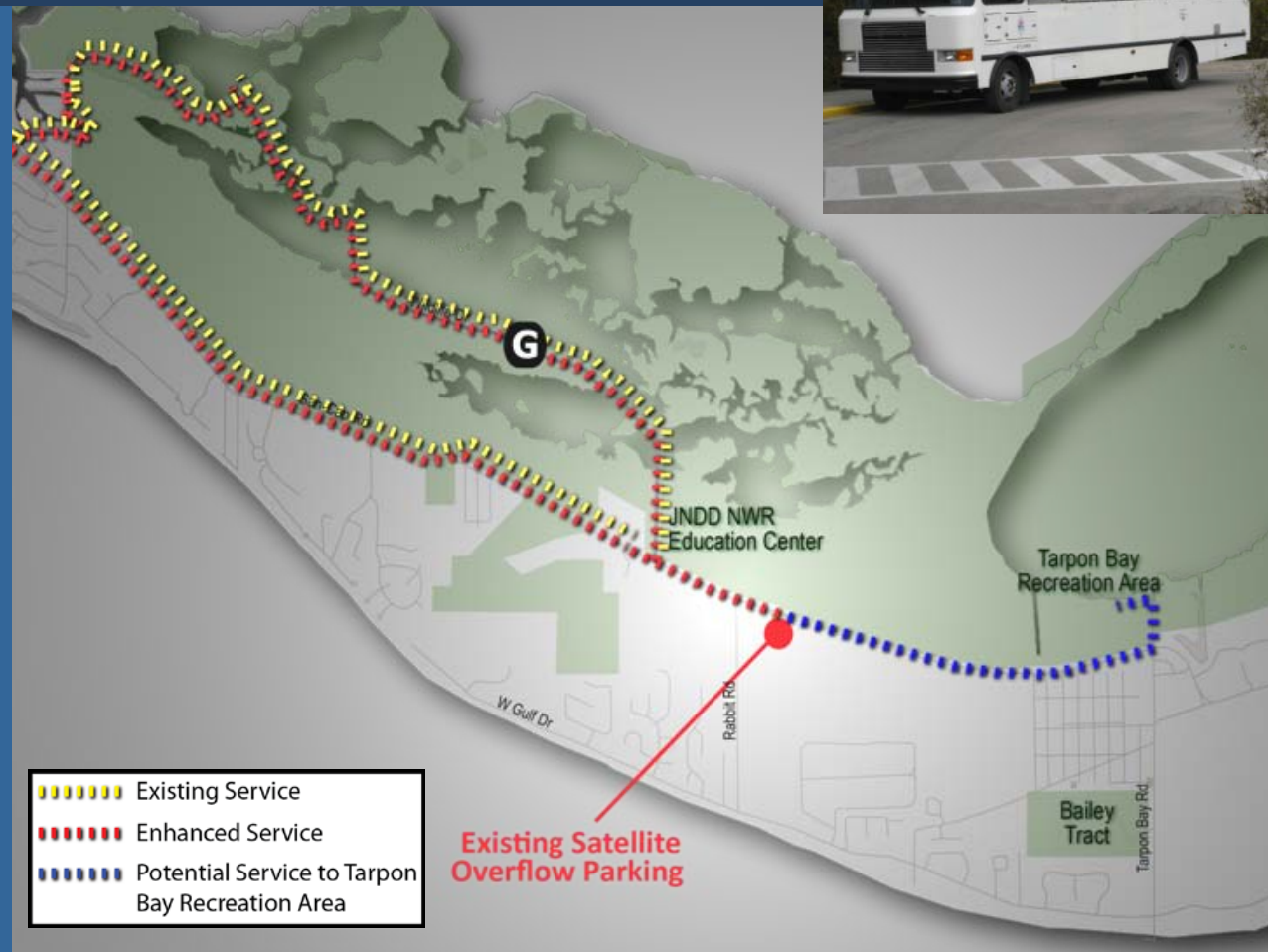
- 30 minute headways during peak season for Refuge Tram
- Direct shuttle service from existing satellite overflow parking to Refuge
- Non-guided service along Wildlife Drive

Benefits

- Reduces vehicles on Wildlife Drive
- Fewer vehicles results in reduced congestion & pollution
- Improves Refuge visitor mobility, accessibility & choices

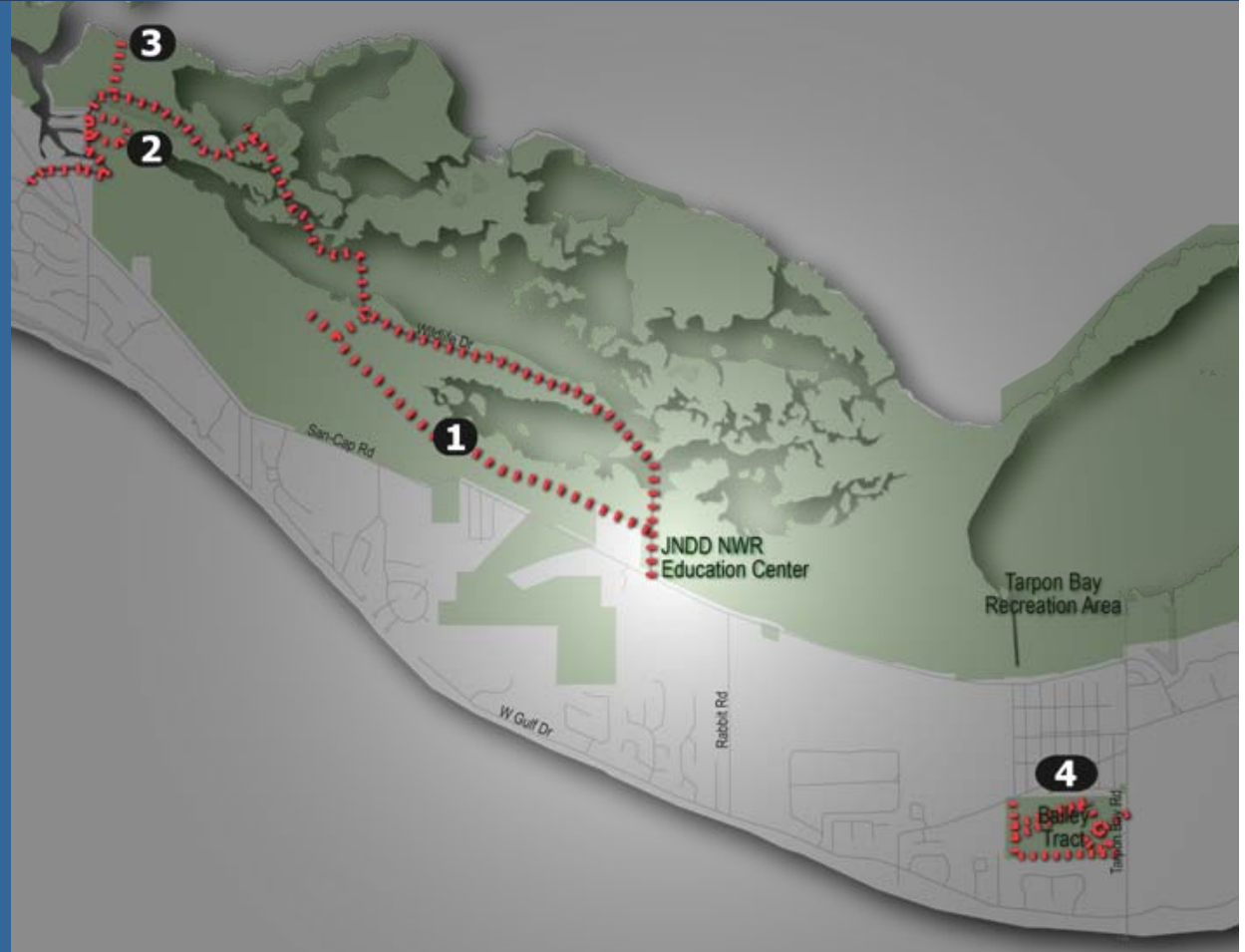
Supporting Data

- Current tram demand exceeds supply in peak season
- Received support from 85 percent of the public in 2012



These project elements have been reorganized into Secondary & Supportive Project Elements. These projects are located wholly within the Refuge. The Sarbanes program stresses increasing access to Federal lands, not just within them.

1. Indigo Trail Surface Treatment (Additional Crushed Shell Fill)
2. Calusa Shell Mound Trail Surface Treatment (Replace Boardwalk)
3. Wulfert Keys Trail Surface Treatment (Additional Crushed Shell Fill)
4. Bailey Tract Trail Surface Treatment (Additional Crushed Shell Fill)



Public Support for Project Recommendation Elements

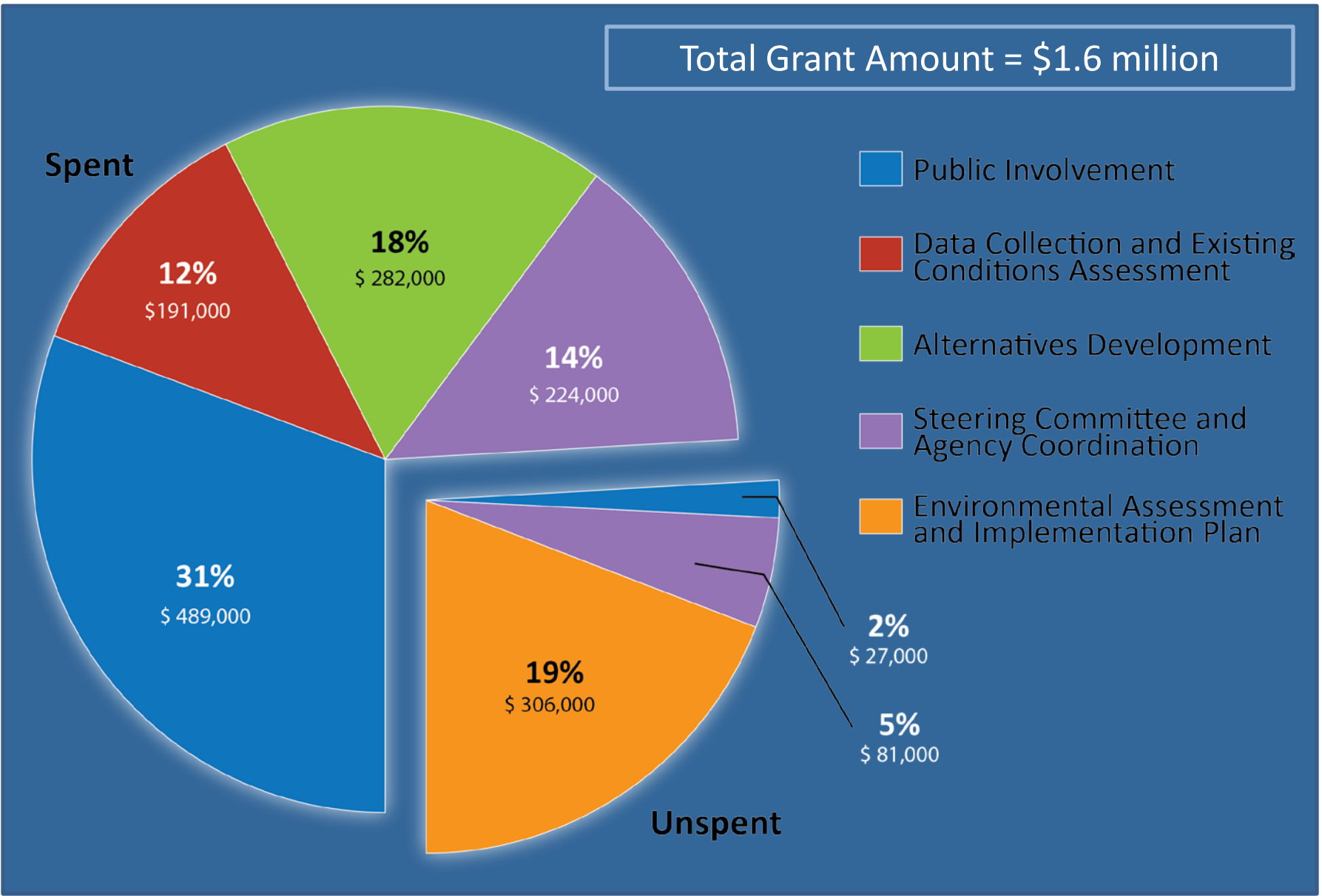
Project Recommendation Element	Do you support the element? (2012)	
	Yes	No
A. Wildlife Crossings	92%	8%
B. New Trail Connecting Tarpon Bay Recreation Area to Sanibel Shared-Use Path	96%	4%
C. Enhanced Refuge Wayfinding Plan for Existing Refuge Signage	95%	5%
D. Bailey Tract Trail: Wayfinding to Sanibel Shared-Use Path	95%	5%
E. Expanded Refuge Parking Options at Existing Satellite Overflow Parking	91%	9%
F. Bicycle Rentals at Refuge (contingent upon E.)	86%	14%
G. Enhancements to Refuge Tram and New Refuge Shuttle Service	85%	15%
H. Secondary and Supportive Project Elements: Trail Surface Treatments to Indigo Trail, Shell Mound Trail, Wulfert Keys Trail, and Bailey Tract Trail	92 - 98%	2 - 8%

Next Steps



*NEPA = National Environmental Protection Act

Total Grant Amount = \$1.6 million



 Agency Coordination

 Final Documentation

Present Project Recommendation

- Sanibel City Council (June 5)
- Lee County Metropolitan Planning Organization (MPO) Committees (June 7) and Board (June 22)
- Federal Partners: U.S. Fish and Wildlife Service and Federal Transit Administration

Conduct Environmental Assessment

- Federal Environmental Analysis and Documentation
- Summer 2012

Develop Implementation and Financial Plans

- Fall 2012

Thank you



MEMORANDUM

DATE: June 5, 2012

TO: City Council

THROUGH: City Manager Judie Zimomra

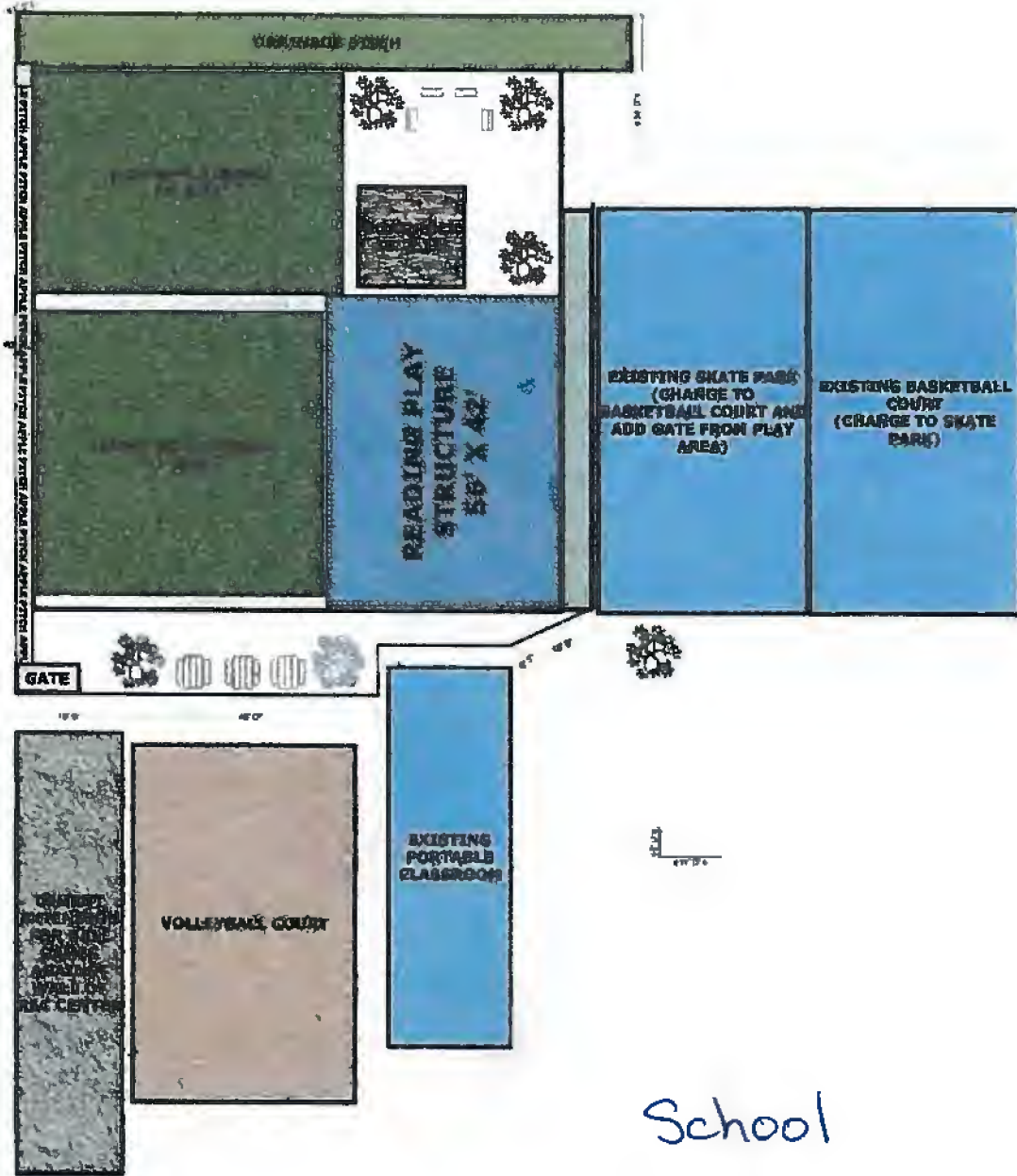
FROM: Recreation Director Andrea Miller

RE: Proposed Playground

The City has been approached by the principal of The Sanibel School and presented with an opportunity to participate the development of a playground site located between the recreation center and the school. The School District of Lee County is contributing \$60,000 in play equipment which is scheduled to be installed this summer. City Staff recommends that a contingency of the City contributing to the project would be that the current emergency and maintenance access roads which are used by ambulance and fire vehicles be retained. Additionally, City staff has raised with the school that the proposed location could generate noise concerns for tennis players at the recreation center. If the City was to contribute to the project, City Staff recommends that the playground be available to the public for use through the recreation center is added to the existing security system.

While currently in the process of the developing fiscal year 2013 budget, it is staff's recommendation to request that the school leave space for additional equipment so that if funds become available the City would have the opportunity to contribute to the project.

Tennis Courts



Rec

School

SCALE

STEALTH Concealment response letter pertaining to the application and fabrication of an internal halyard system.

Baesch, Mark D

From: Bradley Balkham [BradleyBalkham@stealthsite.com]
Sent: Wednesday, May 23, 2012 12:21 PM
To: Baesch, Mark D
Cc: Ken Wedholm; Bruce Joyner
Subject: RE: Sanibel Island - Internal Halyard Application for Wireless Communications Tower Application

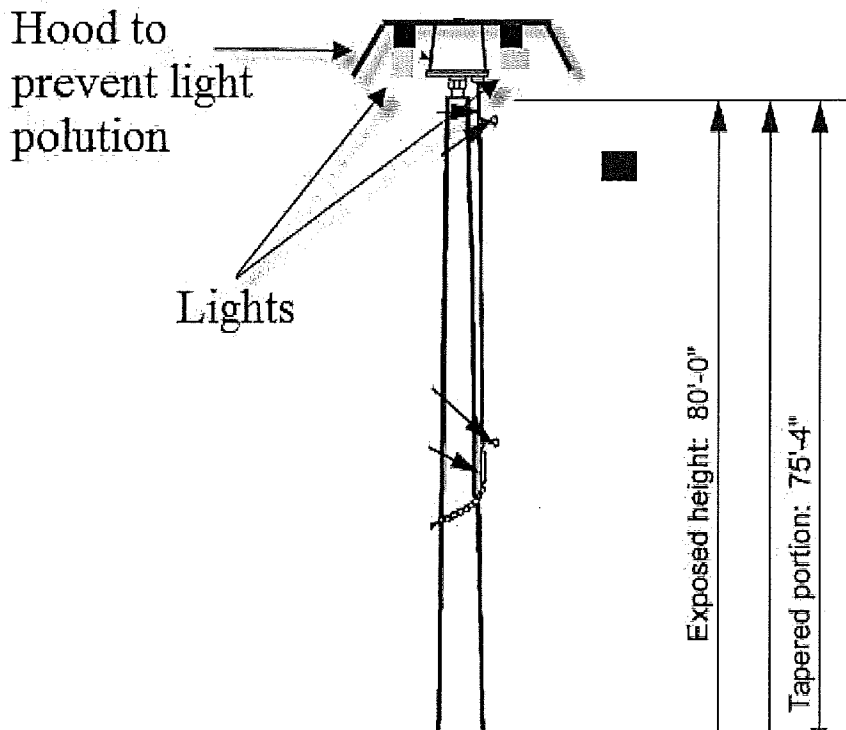
Mark,

We should be able to utilize an internal halyard system although these are typically not used in the wireless industry due to conflict of the halyard with the coax that shares the internal space. In addition, the pole is not hollow for the entire length and instead the top section (referring the concealed portion of the pole) has flange plates, an internal spine, equipment and coax all of which have to be protected from the halyard.

Some design challenges with this concept are the hood or cap that will house the lighting to prevent light pollution, depicted below. This will require modification of the internal truck that houses the pulley and the bearing structure on that truck housing will likely need to be modified to support the additional weight / loading of the hood / lights. The wiring for the lighting presents another challenge as the rotating halyard will obviously twist the wiring if it is not stationary, however, the lighting cannot be held stationary without preventing the flag from rotating.

I do not recommend a stationary flag as it will only wrap itself around the pole. As you can see, either one of these features alone is not a problem however both of them will require some additional thought and likely will result in custom fabrication of the system.

Once you have this ironed out exactly what is required we will provide a quote for design/engineering.



Thanks,

Brad Balkham
Senior Project Manager
STEALTH@ Concealment

Sample Internal Halyard System (Provided By Flag Desk Inc.)

The Flag Desk internal system will be modified for use within the Communication Tower.

Model EC80 IH

Single sheave truck, cast aluminum revolving, non-fouling, internal halyard truck

1/8" x 7x19 Mil-C-5424 Stainless steel aircraft cable

Standard flag arrangement: 20' x 30'

Neoprene coated 2" diameter steel counterweight

Nylon beaded retainer ring

Gearless, self locking direct drive winch with six tumbler cylinder lock

Aluminum flash collar

3000 PSI concrete

Hardwood wedges (supplied by others)

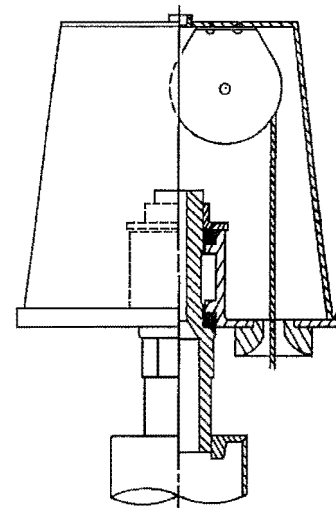
Dry sand tightly tamped after aligning pole

Foundation sleeve - 16 ga hot dip galvanized steel

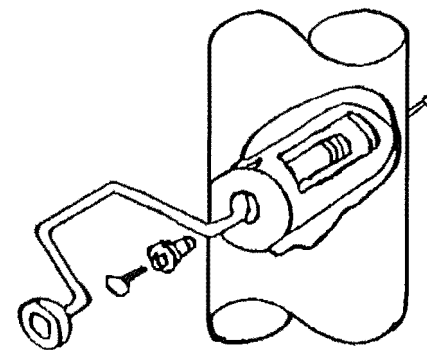
Steel centering wedges

1/4" Steel base plate

1/4" Steel support plate welded to grounding spike



Revolving non-fouling internal halyard truck, cast aluminum body, 26 stainless steel ball bearings, and 2-1/2" diameter plated steel sheave.

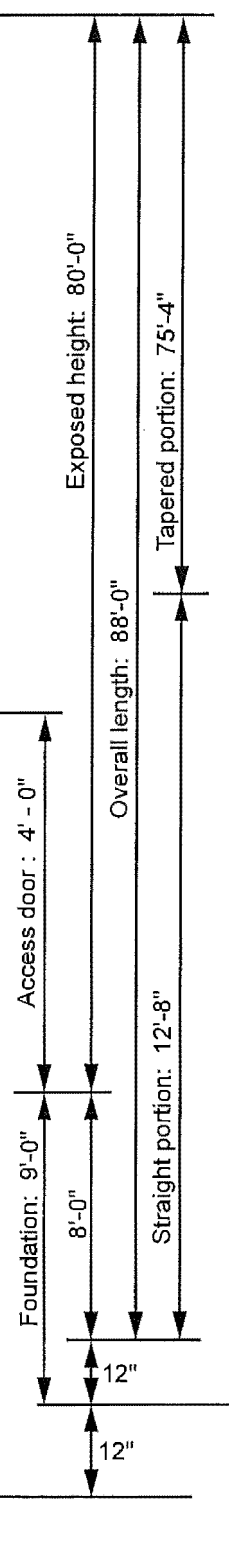
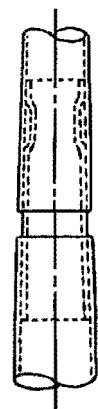


Winch Detail

All shafts with overall length of more than 38'-6" are shipped in two sections.

Each section matched marked for field assembly. Exposed portion of jam sleeve must be **well lubricated** prior to assembly.

1-1/2" maximum shop gap allowed for field fitting (ram for tight joint)



Filename: EC80 IH single sheave_revolving truck.pdf

Project:	Ground set tapered aluminum flagpole: ALLOY: 6063T6	Date:
Location:	Exposed height: 80'-0" Overall height: 88'-0"	Revision:
Architect:	Ship in 3 section Butt diameter: 12"	
Contractor:	Top diameter: 4" Wall thickness: .375"	
Customer:	Finish: 100 grit polish	Job:

Baesch, Mark D

From: Brent Alexander [brent@flagdesk.com]
Sent: Friday, May 18, 2012 5:03 PM
To: Baesch, Mark D
Subject: Re: FW: Internal Halyard Application for Wireless Communications Tower Application
Attachments: EC80IH.pdf

Mark,

Attached is a shop drawing of one our larger 80' internal halyard aluminum flagpoles. Detailed specifications and included accessories can be found on our website at the link below. Each included accessory is individually viewable so you can see those dimensions/specifications as well. Normally we use our [Stainless Steel Winch](#) and [Winch Handle](#) when helping others to convert their existing poles into internal halyard flagpoles. The 80' flagpole below, however, uses an [M-Winch](#) which has the same overall design but doesn't require a separate access door at the base of the pole. I hope this helps. Let me know if there's anything else we can provide.

EC80IH Deluxe Internal Halyard 80' Satin Aluminum Flagpole

<http://www.flagdesk.com/ec80ih-deluxe-internal-halyard-80-satin-aluminum-commercial-flagpole/pole-item/1320497>

Specifications for EC80IH

Overall Height - 88'
Exposed Height - 80'
Butt Diameter - 12"
Top Diameter - 4"
Wall Thickness - 0.375"
Number of Sections - 3
Finish - Satin
Material - Aluminum
Maximum Wind Rating Unflagged - 140 mph
Maximum Wind Rating Flagged - 105 mph
Suggested Flag Size - 20 x 30 ft.
Weight - 1020 lbs.

Brent

Brent Alexander

Flag Desk, Inc.
512 Central Ave
Wilmette, IL 60091

Phone 1.847.256.2404 / 1.800.526.8183

Fax 1.847.251.5009 / 1.800.409.0492

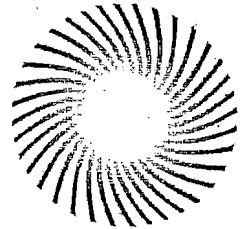
www.flagdesk.com

On 5/18/2012 1:51 PM, Baesch, Mark D wrote:

Hi Brent,

Typical Antenna Concealment Design for 5 Carrier – 149' Concealment
Communications Tower

50' x 38" Diameter – Five (5) Individual 10' Antenna Sections



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VECTOR
ENGINEERS
9155 S. State St., Suite 101
Bridgely, UT 84302
Phone: (801) 940-1771
Fax: (801) 940-1770
Florida Certificate of Authorization: 28063
www.vectora.com

DATE: 2/22/12 DESIGNED: TPH DRAFTER: BAD

REVISIONS

DATE	DESCRIPTION
2/22/12	REVISED FOR FALL ZONE

VIERA COMPANY

50'-0" TALL X 38" OD TOP SECTION

STEALTH® CONCEALMENT SOLUTIONS

Job:

VZ12-00086W-05R1

LOCATION:

BREVARD COUNTY, FL

DRAWING INDEX

- T1 TITLE SHEET
- S1 ELEVATION VIEW & NOTES
- S2 DETAILS
- S3 DETAILS
- S4 DETAILS

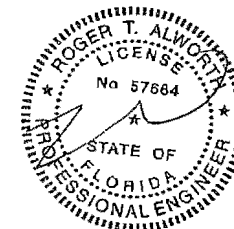


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PROPRIETARY INFORMATION
THE INFORMATION CONTAINED WITHIN
THIS DRAWING SET IS PROPRIETARY
AND CONFIDENTIAL BY NATURE. ANY
USE OR DISCLOSURE OTHER THAN
THAT WHICH RELATES TO STEALTH
CONCEALMENT SOLUTIONS, INC. IS
STRICTLY PROHIBITED.

JOB #: VZ12-00086W-05R1



FEB 28 2012

TITLE SHEET

VIERA COMPANY

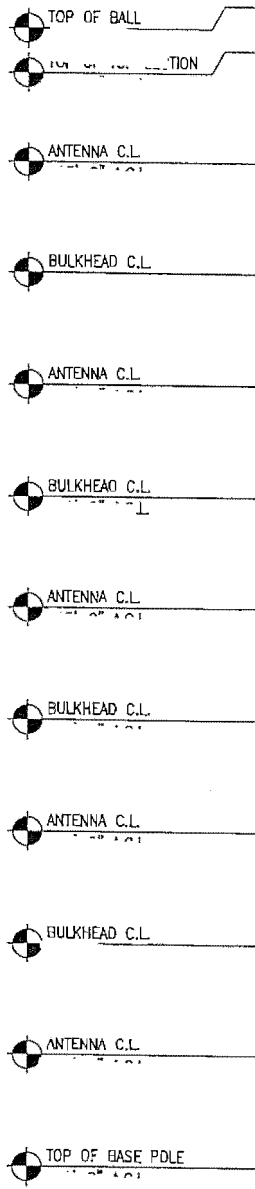
50'-0" TALL X 38" OD TOP SECTION

BREVARD COUNTY, FL

U0142-529-121

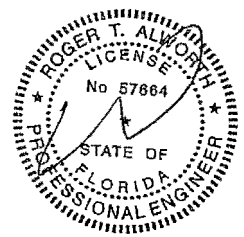
T1

REV
A



BALL & TRUCK ASSEMBLY

NOTE: MAX. 20'x30' FLAG NOT SHOWN FOR CLARITY



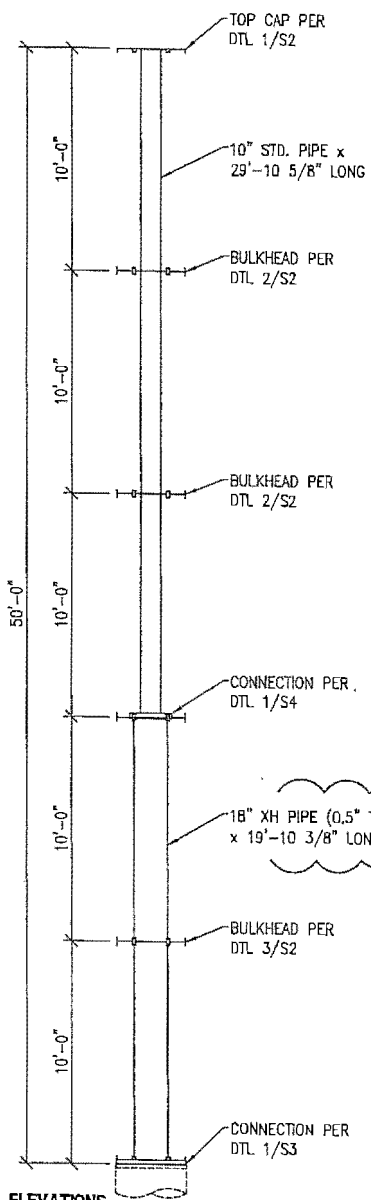
FEB 28 2012

38" O.D. 3-PART, MULTI-SIDED CONCEALMENT CYLINDER, TYP. OF (5)

(3) PANEL ANTENNA, TYP.

MAXIMUM ANTENNA DIMENSIONS: 74.6"H X 13.6"W X 6.2"D

BASE POLE SUBMITTED SEPARATELY



ELEVATIONS

1

GENERAL DESIGN NOTES:

STRUCTURAL DESIGN IS BASED ON THE FLORIDA BUILDING CODE, 2010 EDITION (2009 IBC) AND THE TIA-222-G STANDARD

DESIGN LOADS:

WIND: BASIC WIND SPEED: 115 MPH (3-SEC GUST)
 EXPOSURE: C
 IMPORTANCE: 1.00
 STRUCTURE CLASS: II
 TOPOGRAPHIC CATEGORY: 1
 CREST HEIGHT: 0 FT

ICE: NONE

MATERIAL NOTES:

1. THE MAST PIPE SHALL HAVE A MINIMUM YIELD STRENGTH OF 42 KSI AND CONFORM W/ AISC AND ASTM TESTING STANDARDS.
2. ALL OTHER STEEL SHAPES & PLATES SHALL CONFORM W/ ASTM A36, U.N.O.
3. ALL WELDING SHALL BE PERFORMED BY CERTIFIED WELDERS IN ACCORDANCE W/ THE LATEST VERSION OF THE AMERICAN WELDING SOCIETY AWS D1.1.
4. ALL STEEL SURFACES TO BE THOROUGHLY COATED WITH A RUST INHIBITIVE RED OXIDE PRIMER.

TOP SECTION BASE REACTIONS:

THE SHEAR AND MOMENT REACTIONS LISTED BELOW ARE CONSIDERED TO ACT IN ANY HORIZONTAL DIRECTION.

AXIAL = 7.5 K (1.2 DEAD)
 SHEAR = 9.4 K (1.6 WIND)
 MOMENT = 261 K-FT (1.6 WIND)

APPROXIMATE WEIGHT OF TOP SECTION (INCLUDING ANTENNA AND COAX) = 6.5 K

COAX NOTE:

ROUTING THE LARGE QUANTITY OF COAX CABLES THROUGH THE CONCEALMENT BULKHEADS IS POSSIBLE (WHEN LAID OUT ON PAPER), BUT WILL BE VERY DIFFICULT IN REAL WORLD FIELD CONDITIONS. WHILE THE CABLES MAY PHYSICALLY FIT THROUGH THE BASE FLANGE ON TOP OF THE MONOPOLE AND THE SUBSEQUENT STEEL BULKHEADS ABOVE, ROUTING THEM PAST THE ANTENNAS IS UNPREDICTABLE, DEPENDING ON THE ANTENNA MOUNTING HARDWARE EMPLOYED, COAX CONNECTOR TYPE(S) USED, COAX ROUTING, AND RELATIVE AZIMUTH DIRECTIONS OF THE ANTENNAS IN THE POLE. STEALTH CAN NOT GUARANTEE THAT ALL THE COAX CAN BE ROUTED WITHOUT INTERFERENCE TO SOME OR ALL ANTENNAS. IT IS HIGHLY RECOMMENDED THAT THE INSTALLER MOCK UP THE COAX RUNS WITHIN THE CONCEALMENT AND DEVELOP A COAX ROUTING PLAN PRIOR TO INSTALLATION.

VECTOR
 ENGINEERS
 9138 S. State St., Suite 101 (407) 530-1770
 Seely, FL 34079
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DATE	DESCRIPTION
2/28/12	REVISED FOR FALL ZONE

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 550 FAIR BLVD
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 WWW.STEALTHSTRUCT.COM

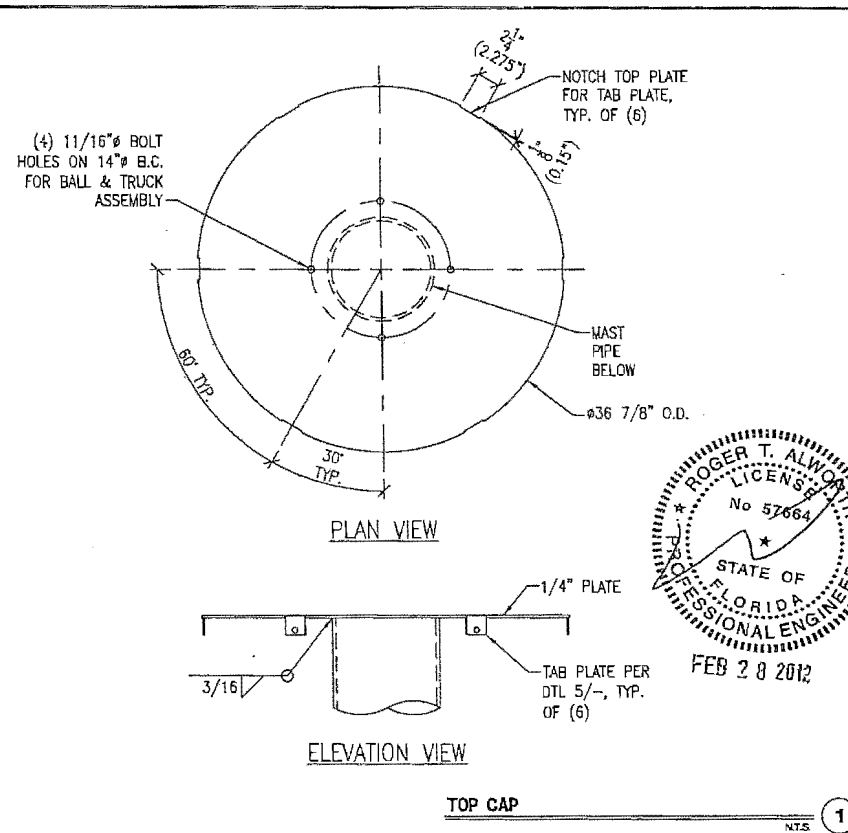
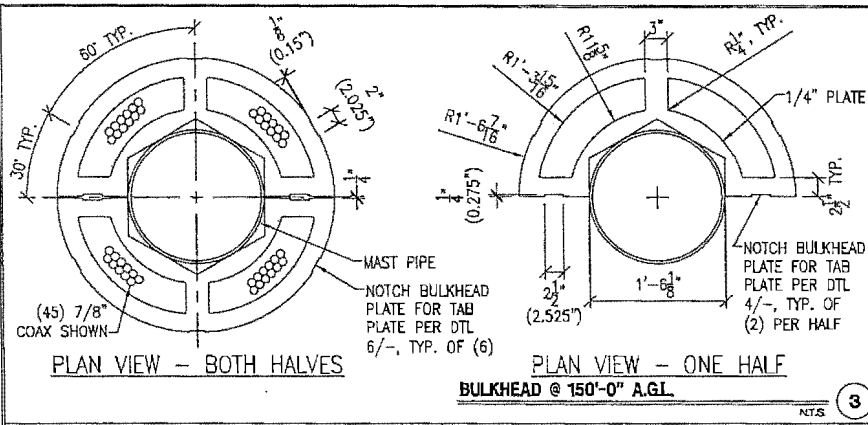
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JOB #: VZ12-00086W-05R1

ELEVATION VIEW & NOTES
 VIERA COMPANY
 50'-0" TALL X 38" OD TOP SECTION
 BREVARD COUNTY, FL

U0142-529-121

S1 REV A



VECTOR ENGINEERS
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 Sandy, UT 84070
 Roger T. Alworth, P.E.
 Florida Certificate of Authorization: 26878
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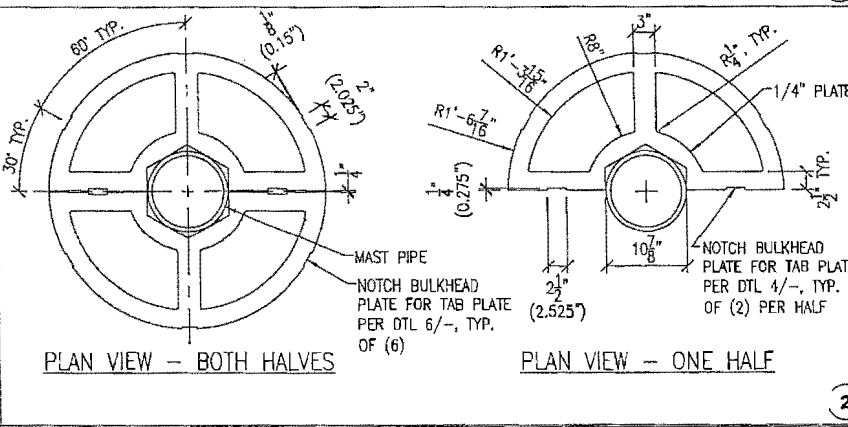
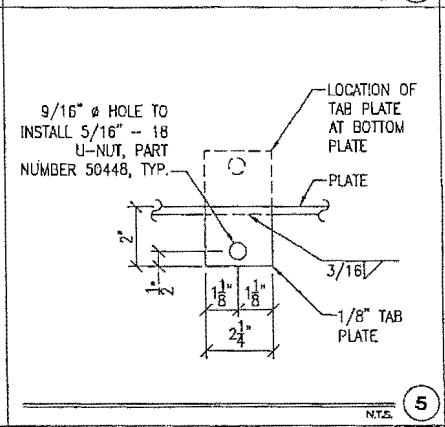
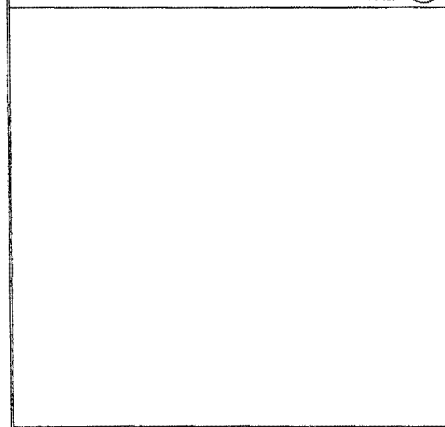
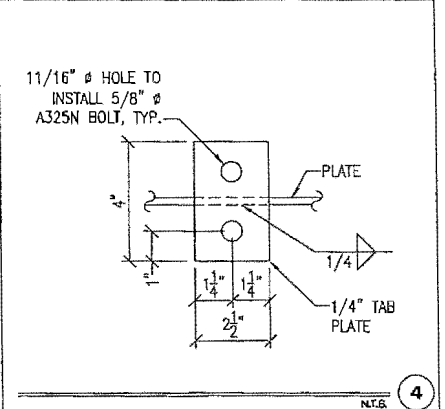
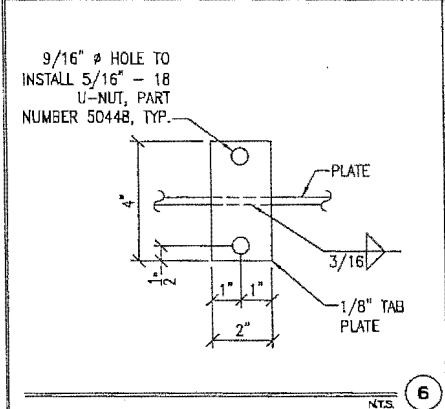
DATE	DESCRIPTION
2/29/12	REVISOR FOR FALL ZONE

STEALTH
 FIRST IN CONCEALMENT

5549 MAIN BLVD
 N. CHARLESTON, SC 29406
 PHONE: (803) 755-0669
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DETAILS

VIERA COMPANY

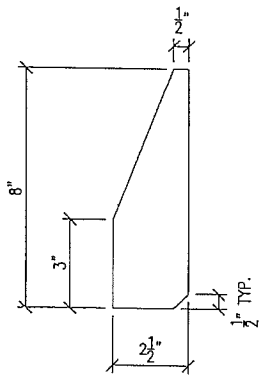
50'-0" TALL X 38" OD TOP SECTION

BREVARD COUNTY, FL

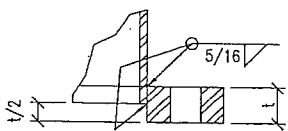
U0142-529-121

S2

REV
A



SECTION B-B



SECTION A-A

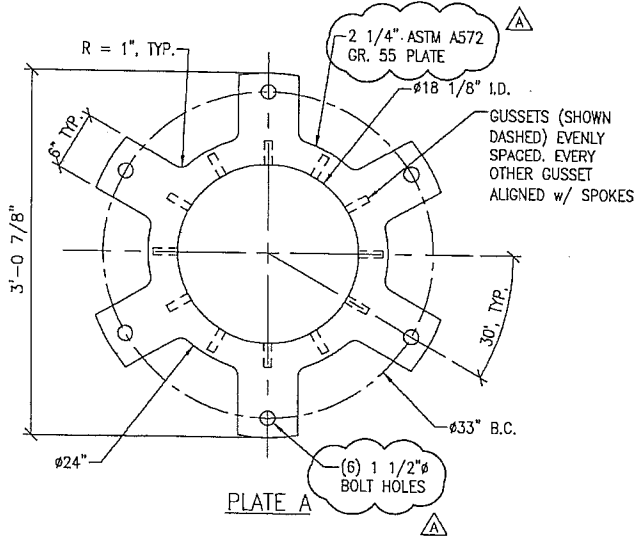


PLATE A

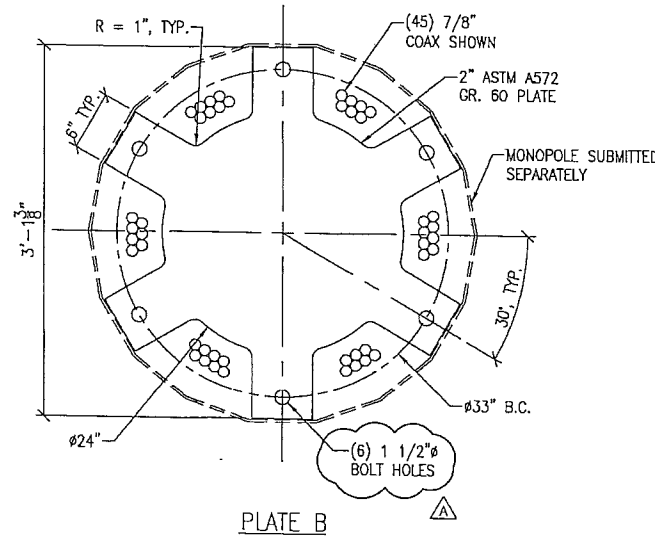
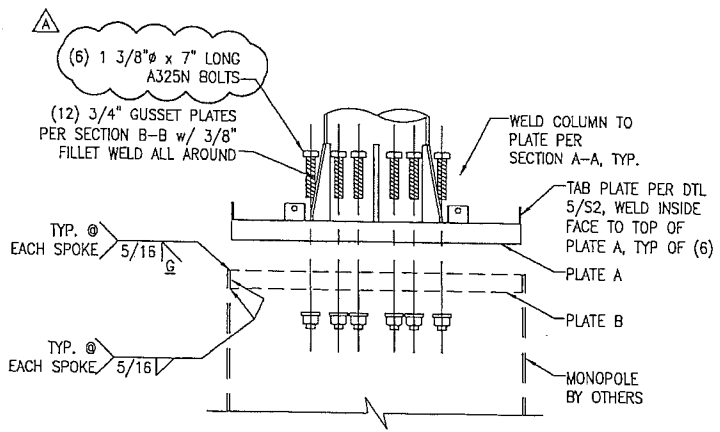
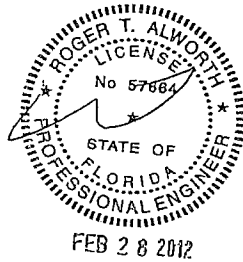


PLATE B



EXPLODED ELEVATION VIEW



VECTOR ENGINEERS
 9139 S. State St., Suite 101 (301) 990-1776
 Sandy, UT 84070 (801) 400-1776 FAX
 Roger T. Alworth, P.E.
 Florida License: 67804
 Florida Certificate of Authorization: 29222
 www.vectorinc.com

DATE	DESCRIPTION
2/28/12	REVISED FOR FALL ZONE

DESIGNED: TPH	DRAWN: BAD
---------------	------------

STEALTH
 FIRST IN CONCEALMENT

6549 BAIN BLVD
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JOB #: VZ12-00086W-05R1

DETAILS
 VIERA COMPANY
 50'-4" TALL X 38" OD TOP SECTION
 BREVARD COUNTY, FL

U0142-529-121

S3 REV A

NTS 1

DATE	REVISIONS
2/28/12	DESIGNED: TPH DRAFTER: BAD
2/28/12	REVISED FOR FALL ZONE



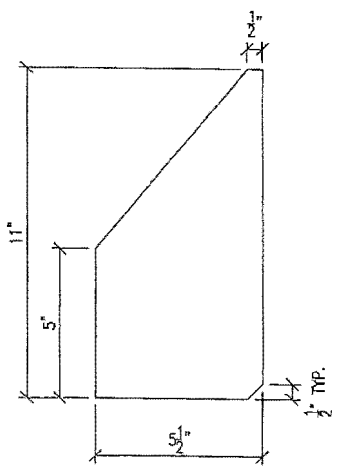
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JOB #: VZ12-00086W-05R1

DETAILS
VIERA COMPANY
50'-0" TALL X 36" OD TOP SECTION
BREVARD COUNTY, FL

U0142-529-121

S4 1 A



SECTION B-B

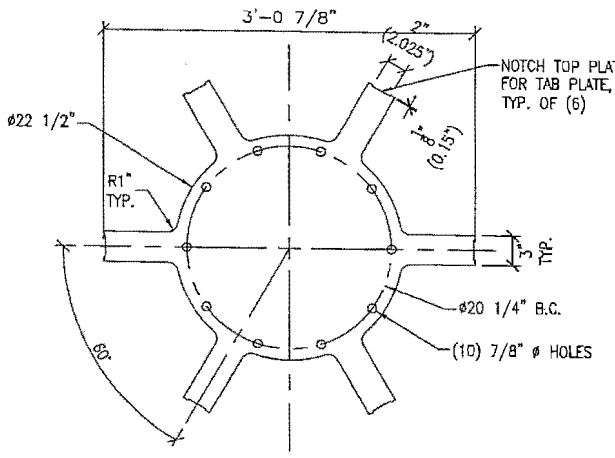
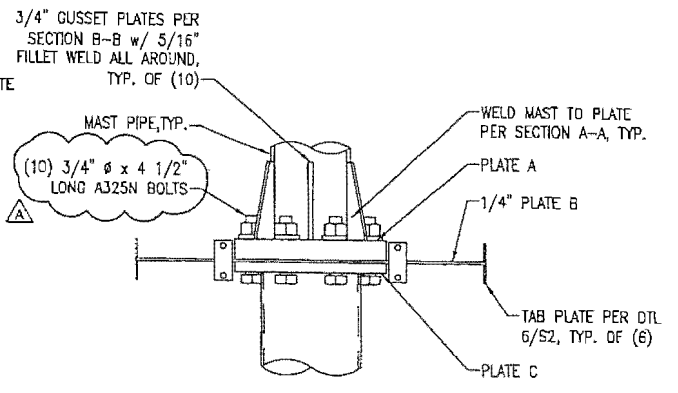
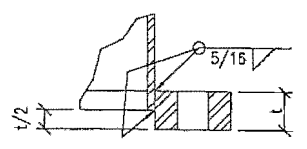


PLATE B



ELEVATION VIEW



SECTION A-A

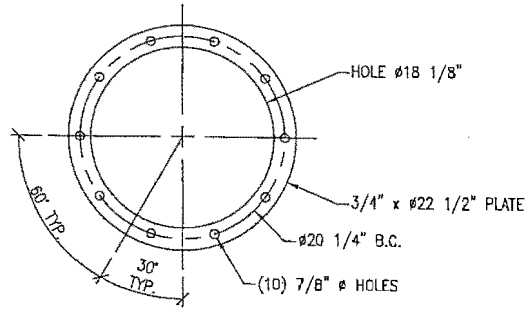


PLATE C

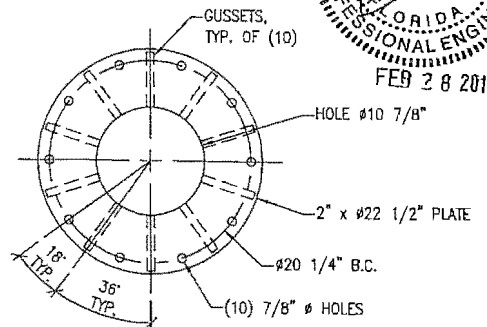
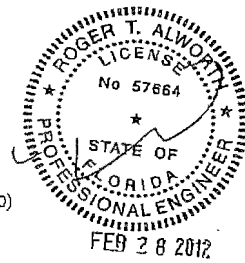



PLATE A



Sample Tower Design Drawings – 149' Concealment Communications Tower



STRUCTURES

VALMONT MICROFLECT
3575 25TH ST. SE -- P.O. BOX 12985
SALEM, OR 97302-1190
PHONE: 1-800-547-2151
ENGINEER: David Casey (x6618)
Reviewed by: 

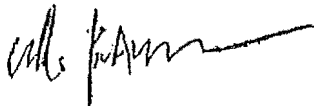
COMMUNICATION POLE DESIGN CALCULATIONS

EXPIRES ON

JUL 22 2009

FEB 28 2011

VERIZON WIRELESS
VALMONT ORDER #: 12694-09
SITE NAME: REYES TREE FARM / 68716
POLE HEIGHT: 99 / 149 w/CONCEALMENT

A handwritten signature in black ink, appearing to read "C. S. Casey".

valmont

STRUCTURES

7/22/09

ENGINEERING DATA
for
VERIZON WIRELESS
REYES TREE FARM / 68716
VALMONT ORDER 12694-09

- 1) STRUCTURE DESIGN CONFORMS TO EIA/TIA-222-G INCLUDING:
130.0 MPH WIND (3 SECOND GUST, 50 YR. RETURN PERIOD) NO ICE
NO RADIAL ICE CONSIDERED IN THE DESIGN
NO RADIAL ICE CONSIDERED IN THE DESIGN
EXPOSURE CATEGORY C
STRUCTURE CLASSIFICATION III
TOPOGRAPHIC CATEGORY 1
60 MPH BASIC WIND SPEED WITH NO ICE FOR TWIST AND SWAY
SPECTRAL RESPONSE ACCELERATION AT SHORT PERIODS AND 1 SEC.: $S_s = 0.09$ & $S_1 = 0.03$
- 2) FEEDLINES ARE ASSUMED TO BE PLACED INTERIOR TO THE POLE.
- 3) ALL MICROWAVE ASSUMED TO BE 6 GHz UNLESS OTHERWISE NOTED.
- 4) LOADING AS FOLLOWS:
99' POLE
1 - 50' X 30" Concealment @ 99.0'

STRUCTURE ANCHORAGE INFORMATION

POLE HEIGHT(FT):	99	NUMBER OF A.B.'s:	8
BOLT CIRCLE(IN):	50.59	DIA. OF A.B.'s(IN):	2.25
BASE VERTICAL(K):	23.63	LENGTH OF A.B.'s(IN):	84.00
BASE SHEAR(K):	25.50	PROJECTION LENGTH(IN):	11.75
BASE MOMENT(FT-K):	1952	TEMPLATE OD(IN):	54.09



STRUCTURES

BY _____ DATE _____
CHKD. BY _____ DATE _____

SHEET NO. _____

7/22/09

ENGINEERING DATA

for

**VERIZON WIRELESS
REYES TREE FARM / 68716
VALMONT ORDER 12694-09
EIA/TIA-222-G**

BASIC WIND: 130.0 MPH
WIND & ICE: NOT REQUIRED
TWIST & SWAY: 60.0 MPH
S_g: 0.09
S_i: 0.03

DESIGN ICE THICKNESS:
EXPOSURE CATEGORY: C
STRUCTURE CLASS.: III
TOPOGRAPHIC CATEGORY: 1

QTY DESCRIPTION	HEIGHT	DATA W.O. ICE		DATA W/ ICE	
		EPA	WT	EPA	WT
1 50' X 30" Concealment	@ 99.0'	75.00	6470	75.00	6470

BY VALMONT INDUSTRIES

FOR:

VERIZON WIRELESS 99' POLE, SITE: REYES TREE FARM / 68716

DATE 07/22/09

Fuse 1.7.0.334

*** SUMMARY ***

Design Code: TIA-222-G

----- DESIGN SUMMARY -----

Height Above Base Plate (ft)	99.00	Ground Line Diameter (in)	43.420	Pole Shaft Weight (lbs)	11147
		Top Diameter (in)	29.998		
		Pole Taper (in/ft)	0.1400	Shape:	18 Sides

Connections Between Sections /First/

Height Above Ground (ft)	53.50
Type	Slip Joint
Overlap Length (in)	69

Section Characteristics	/First/	/Second/
Base Diameter (in)	43.420	37.173
Top Diameter (in)	35.930	29.998
Thickness (in)	0.31250	0.21875
Length (ft)	53.500	51.250
Weight (lbs)	7107	4040

----- ANALYSIS SUMMARY -----

	Ft. of Fixity	Governing Level Sec.1	Governing Level Sec.2	Pole Top
Governing Load Case	WIND	WIND	WIND	WIND
Height (ft)	0.00	0.00	53.50	99.00
Resultant Moment (in-kips)	23420	23420	9680	2658
Shear Force (lbs)	25545	25545	16889	8853
Axial Force (lbs)	21832	21832	11771	7098
Effective Yield Strength (ksi)	65.00	65.00	62.10	65.00
Combined Interaction Value	0.89	0.89	0.78	0.31
Total Deflection (in)	0.00	0.00	15.37	50.37

Note: Diameters are outside, measured across the flats

Forces and moments are reported in the local element coordinate system

BY VALMONT INDUSTRIES

FOR:

VERIZON WIRELESS 99' POLE, SITE: REYES TREE FARM / 68716

DATE 07/22/09

Fuse 1.7.0.334

*** POLE SHAFT POINT OF FIXITY REACTIONS ***

Loading Case Identifier	Moments About X-Axis (in-kips)	Moments About Y-Axis (in-kips)	Moments Resultant (X & Y) (in-kips)	Moments Torsional (in-kips)	Vertical Force (lbs)	Shear In X-Direction (lbs)	Shear In Y-Direction (lbs)	Shear Resultant (X & Y) (lbs)	Notes
WIND	17941	-15054	23420	0	21881	16393	19537	25503	
T&S	1852	-1554	2417	0	17625	1701	2027	2646	

Note: Positive vertical force is downward.
Reactions are considered in the global coordinate system.

BY VALMONT INDUSTRIES FOR:

VERIZON WIRELESS 99' POLE, SITE: REYES TREE FARM / 68716

DATE 07/22/09
Fuse 1.7.0.334

*** INPUT LOADS ***

Design Code TIA-222-G
Loading Case WIND

Basic Wind Velocity is 130.00 mph Ice Thickness 0.00
Wind Orientation is 50.0 Degrees Clockwise From -X- Axis
Structure Weight Overload Factor is 1.200
Exposure C, Gust Factor 1.10
Structure Category 3, Topographic Category 1, Crest Height 0.00 ft
Orientations are Measured Clockwise From -X- Axis
Positive -Y- Axis is 90 Degrees Clockwise From -X- Axis
Foundataion Rotation of 0.00 Degrees
Elevation of structure base above surrounding terrain = 1.00 ft

Orientation of System
+***** +X-Axis
* * (Transverse)
* *
* *
(Longitudinal) * * (Vertical)
+Y-Axis * * +Z-Axis

Load Point Number	Mounting Height (ft)	Load Height (ft)	Load Eccentricity (ft)	Orientation in XY Plane (Degrees)	Force-X (lbs)	Force-Y (lbs)	Force-Z (lbs)	EPA (ft^2)
1	99.00	124.00	0.00	50.00	5319	6339	7764	75.00

BY VALMONT INDUSTRIES FOR:

VERIZON WIRELESS 99' POLE, SITE: REYES TREE FARM / 68716

DATE 07/22/09
Fuse 1.7.0.334

*** INPUT LOADS ***

Design Code TIA-222-G
Loading Case T&S

Basic Wind Velocity is 60.00 mph Ice Thickness 0.00
Wind Orientation is 50.0 Degrees Clockwise From -X- Axis
Structure Weight Overload Factor is 1.000
Exposure C, Gust Factor 1.10
Structure Category 3, Topographic Category 1, Crest Height 0.00 ft
Orientations are Measured Clockwise From -X- Axis
Positive -Y- Axis is 90 Degrees Clockwise From -X- Axis
Foundataion Rotation of 0.00 Degrees
Elevation of structure base above surrounding terrain = 1.00 ft

Orientation of System
+***** +X-Axis
* * (Transverse)
* *
* *
(Longitudinal) * * (Vertical)
+Y-Axis * * +Z-Axis

Load Point Number	Mounting Height (ft)	Load Height (ft)	Load Eccentricity (ft)	Orientation in XY Plane (Degrees)	Force-X (lbs)	Force-Y (lbs)	Force-Z (lbs)	EPA (ft^2)
1	99.00	124.00	0.00	50.00	551	657	6470	75.00

BY VALMONT INDUSTRIES

FOR:

VERIZON WIRELESS 99' POLE, SITE: REYES TREE FARM / 68716

DATE 07/22/09
Fuse 1.7.0.334

*** Properties ***

Connection Locations	Distance From Base (ft)	Diameter Across Flats (in)	Wall Thickness (in)	D/t Across Flats	w/t Across Flats	Moments of Inertia (in ⁴)	Area (in ²)
Top of Sect 2	99.00	29.998	0.2188	137.13	22.42	2316	20.68
	94.00	30.698	0.2188	140.33	22.98	2483	21.16
	89.00	31.398	0.2188	143.53	23.55	2658	21.65
	84.00	32.098	0.2188	146.73	24.11	2841	22.13
	79.00	32.798	0.2188	149.93	24.67	3032	22.62
	74.00	33.498	0.2188	153.13	25.24	3232	23.11
	69.00	34.198	0.2188	156.33	25.80	3440	23.59
	64.00	34.898	0.2188	159.53	26.37	3657	24.08
	59.00	35.598	0.2188	162.73	26.93	3883	24.56
	54.00	36.298	0.2188	165.93	27.49	4118	25.05
	53.50	36.368	0.2188	166.25	27.55	4142	25.10
Top of Sect 1	53.50	35.930	0.3125	114.98	18.51	5660	35.33
	49.00	36.560	0.3125	116.99	18.87	5966	35.95
Base of Sect 2	47.75	36.735	0.3125	117.55	18.96	6053	36.13
	44.00	37.260	0.3125	119.23	19.26	6318	36.65
	39.00	37.960	0.3125	121.47	19.66	6684	37.34
	34.00	38.660	0.3125	123.71	20.05	7064	38.03
	29.00	39.360	0.3125	125.95	20.45	7458	38.73
	24.00	40.060	0.3125	128.19	20.84	7866	39.42
	19.00	40.760	0.3125	130.43	21.24	8289	40.12
	14.00	41.460	0.3125	132.67	21.63	8727	40.81
	9.00	42.160	0.3125	134.91	22.03	9180	41.51
	4.00	42.860	0.3125	137.15	22.42	9648	42.20
Pt of Fixity	0.00	43.420	0.3125	138.94	22.74	10034	42.76

BY VALMONT INDUSTRIES

FOR:

VERIZON WIRELESS 99' POLE, SITE: REYES TREE FARM / 68716

DATE 07/22/09

Fuse 1.7.0.334

Forces and Moments for Pole in the Local Element Coordinate System

Loading Case WIND

Dist. From

Base (ft)	Mx (in-kips)	My (in-kips)	Resultant Mx & My (in-kips)	Torsion (in-kips)	Shear X-Dir. (lbs)	Shear Y-Dir. (lbs)	Resultant Shear (lbs)	Axial (lbs)
99.00	2037	-1709	2658	0	5690	6782	8853	7098
94.00	2464	-2067	3216	0	6246	7443	9717	7550
89.00	2931	-2459	3826	0	6806	8111	10588	8018
84.00	3438	-2885	4488	0	7370	8783	11465	8501
79.00	3986	-3345	5204	0	7937	9458	12347	9000
74.00	4575	-3839	5972	0	8506	10136	13232	9517
69.00	5205	-4367	6794	0	9075	10816	14119	10050
64.00	5875	-4930	7669	0	9645	11495	15005	10601
59.00	6586	-5526	8597	0	10214	12172	15890	11170
54.00	7338	-6157	9579	0	10796	12866	16795	11720
53.50	7415	-6222	9680	0	10856	12937	16889	11771
53.50	7415	-6222	9680	0	10842	12921	16867	11802
49.00	8131	-6823	10614	0	11383	13566	17709	12958
47.75	8336	-6995	10882	0	11522	13731	17925	13306
44.00	8966	-7523	11704	0	11939	14229	18575	13926
39.00	9841	-8257	12846	0	12495	14891	19439	14758
34.00	10755	-9025	14040	0	13041	15541	20288	15610
29.00	11708	-9824	15284	0	13575	16177	21118	16483
24.00	12699	-10656	16578	0	14093	16795	21925	17377
19.00	13727	-11518	17919	0	14592	17390	22701	18290
14.00	14789	-12409	19306	0	15066	17954	23438	19224
9.00	15885	-13329	20736	0	15526	18503	24154	20177
4.00	17014	-14276	22210	0	15994	19061	24883	21138
0.00	17941	-15054	23420	0	16420	19569	25545	21832

BY VALMONT INDUSTRIES FOR:

VERIZON WIRELESS 99' POLE, SITE: REYES TREE FARM / 68716

DATE 07/22/09
Fuse 1.7.0.334

Deflections and Stresses for Pole

Loading Case WIND

*** Deflections and Stresses ***

Distance From Base (ft)	Defl. X-Dir (in)	Defl. Y-Dir (in)	Defl. Resultant X & Y (in)	Defl. Z-Dir (in)	Rotation (deg.)	Axial Interaction Term	Flexural Interaction Term	Shear Interaction Term	Torsion Interaction Term	Combined Stress Interaction	Effective Yield Strength (ksi)
99.00	32.4	38.6	50.4	1.4	4.52	0.01	0.30	0.03	0.00	0.31	65.00
94.00	29.4	35.0	45.7	1.2	4.38	0.01	0.35	0.03	0.00	0.35	65.00
89.00	26.5	31.6	41.2	1.1	4.22	0.01	0.39	0.03	0.00	0.40	65.00
84.00	23.7	28.3	36.9	0.9	4.04	0.01	0.44	0.04	0.00	0.45	65.00
79.00	21.1	25.1	32.8	0.8	3.84	0.01	0.49	0.04	0.00	0.50	65.00
74.00	18.5	22.1	28.9	0.6	3.63	0.01	0.54	0.04	0.00	0.55	64.54
69.00	16.2	19.3	25.2	0.5	3.40	0.01	0.60	0.04	0.00	0.61	63.95
64.00	14.0	16.6	21.7	0.4	3.16	0.01	0.65	0.04	0.00	0.66	63.35
59.00	11.9	14.2	18.5	0.3	2.91	0.01	0.71	0.04	0.00	0.72	62.75
54.00	10.1	12.0	15.6	0.3	2.64	0.01	0.77	0.05	0.00	0.78	62.16
53.50	9.9	11.8	15.4	0.2	2.61	0.01	0.77	0.05	0.00	0.78	62.10
53.50	9.9	11.8	15.4	0.2	2.61	0.01	0.53	0.03	0.00	0.54	65.00
49.00	8.4	10.0	13.0	0.2	2.42	0.01	0.56	0.03	0.00	0.57	65.00
47.75	8.0	9.5	12.4	0.2	2.37	0.01	0.57	0.03	0.00	0.58	65.00
44.00	6.8	8.1	10.6	0.1	2.21	0.01	0.60	0.03	0.00	0.61	65.00
39.00	5.4	6.4	8.4	0.1	1.98	0.01	0.63	0.04	0.00	0.64	65.00
34.00	4.1	4.9	6.4	0.1	1.75	0.01	0.67	0.04	0.00	0.68	65.00
29.00	3.0	3.6	4.7	0.0	1.51	0.01	0.70	0.04	0.00	0.71	65.00
24.00	2.1	2.5	3.2	0.0	1.27	0.01	0.73	0.04	0.00	0.74	65.00
19.00	1.3	1.6	2.0	0.0	1.01	0.01	0.76	0.04	0.00	0.77	65.00
14.00	0.7	0.9	1.1	0.0	0.76	0.01	0.80	0.04	0.00	0.81	65.00
9.00	0.3	0.4	0.5	0.0	0.49	0.01	0.83	0.04	0.00	0.84	65.00
4.00	0.1	0.1	0.1	0.0	0.22	0.01	0.86	0.04	0.00	0.87	65.00
0.00	0.0	0.0	0.0	0.0	0.00	0.01	0.88	0.04	0.00	0.89	65.00

Forces and Moments for Pole in the Local Element Coordinate System

Loading Case T&S

Dist. From Base (ft)	Mx (in-kips)	My (in-kips)	Resultant Mx & My (in-kips)	Torsion (in-kips)	Shear X-Dir. (lbs)	Shear Y-Dir. (lbs)	Resultant Shear (lbs)	Axial (lbs)
99.00	209	-175	273	0	584	696	909	6463
94.00	253	-212	330	0	642	765	998	6819
89.00	301	-253	393	0	700	834	1089	7184
84.00	353	-296	461	0	758	903	1179	7556
79.00	410	-344	535	0	817	974	1271	7938
74.00	470	-394	614	0	876	1044	1363	8327
69.00	535	-449	698	0	935	1114	1455	8725
64.00	604	-507	789	0	994	1185	1547	9131
59.00	677	-568	884	0	1054	1256	1639	9546
54.00	755	-633	985	0	1114	1327	1733	9968
53.50	763	-640	996	0	1120	1335	1743	10011
53.50	763	-640	996	0	1119	1333	1741	10011
49.00	837	-702	1092	0	1175	1400	1828	10945
47.75	858	-720	1120	0	1189	1417	1850	11207
44.00	923	-774	1205	0	1233	1469	1918	11672
39.00	1013	-850	1323	0	1291	1538	2008	12303
34.00	1108	-929	1446	0	1348	1606	2097	12945
29.00	1206	-1012	1575	0	1404	1673	2184	13599
24.00	1309	-1098	1708	0	1458	1738	2268	14265
19.00	1415	-1187	1847	0	1511	1800	2350	14942
14.00	1525	-1280	1991	0	1561	1860	2428	15632
9.00	1638	-1375	2139	0	1609	1918	2504	16333
4.00	1755	-1473	2292	0	1659	1977	2581	17047
0.00	1852	-1554	2417	0	1703	2030	2650	17625

BY VALMONT INDUSTRIES FOR:

VERIZON WIRELESS 99' POLE, SITE: REYES TREE FARM / 68716

DATE 07/22/09
Fuse 1.7.0.334

Deflections and Stresses for Pole

Loading Case T&S

*** Deflections and Stresses ***

Distance From Base (ft)	Defl. X-Dir (in)	Defl. Y-Dir (in)	Defl. Resultant X & Y (in)	Defl. Z-Dir (in)	Rotation (deg.)	Axial Interaction Term	Flexural Interaction Term	Shear Interaction Term	Torsion Interaction Term	Combined Stress Interaction	Effective Yield Strength (ksi)
99.00	3.3	4.0	5.2	0.0	0.47	0.01	0.03	0.00	0.00	0.04	65.00
94.00	3.0	3.6	4.7	0.0	0.45	0.01	0.04	0.00	0.00	0.04	65.00
89.00	2.7	3.3	4.2	0.0	0.43	0.01	0.04	0.00	0.00	0.05	65.00
84.00	2.4	2.9	3.8	0.0	0.42	0.01	0.05	0.00	0.00	0.05	65.00
79.00	2.2	2.6	3.4	0.0	0.40	0.01	0.05	0.00	0.00	0.05	65.00
74.00	1.9	2.3	3.0	0.0	0.37	0.01	0.06	0.00	0.00	0.06	65.00
69.00	1.7	2.0	2.6	0.0	0.35	0.01	0.06	0.00	0.00	0.06	64.54
64.00	1.4	1.7	2.2	0.0	0.33	0.01	0.07	0.00	0.00	0.07	63.95
59.00	1.2	1.5	1.9	0.0	0.30	0.01	0.07	0.00	0.00	0.07	63.35
54.00	1.0	1.2	1.6	0.0	0.27	0.01	0.08	0.00	0.00	0.08	62.75
53.50	1.0	1.2	1.6	0.0	0.27	0.01	0.08	0.00	0.00	0.09	62.16
53.50	1.0	1.2	1.6	0.0	0.27	0.01	0.05	0.00	0.00	0.06	65.00
49.00	0.9	1.0	1.3	0.0	0.25	0.01	0.06	0.00	0.00	0.06	65.00
47.75	0.8	1.0	1.3	0.0	0.24	0.01	0.06	0.00	0.00	0.06	65.00
44.00	0.7	0.8	1.1	0.0	0.23	0.01	0.06	0.00	0.00	0.07	65.00
39.00	0.6	0.7	0.9	0.0	0.20	0.01	0.07	0.00	0.00	0.07	65.00
34.00	0.4	0.5	0.7	0.0	0.18	0.01	0.07	0.00	0.00	0.07	65.00
29.00	0.3	0.4	0.5	0.0	0.16	0.01	0.07	0.00	0.00	0.08	65.00
24.00	0.2	0.3	0.3	0.0	0.13	0.01	0.08	0.00	0.00	0.08	65.00
19.00	0.1	0.2	0.2	0.0	0.10	0.01	0.08	0.00	0.00	0.09	65.00
14.00	0.1	0.1	0.1	0.0	0.08	0.01	0.08	0.00	0.00	0.09	65.00
9.00	0.0	0.0	0.0	0.0	0.05	0.01	0.09	0.00	0.00	0.09	65.00
4.00	0.0	0.0	0.0	0.0	0.02	0.01	0.09	0.00	0.00	0.10	65.00
0.00	0.0	0.0	0.0	0.0	0.00	0.01	0.09	0.00	0.00	0.10	65.00

MINIMUM DEFLECTION RATIO // DEFLECTION LIMIT / DEFLECTION // IS

BY VALMONT INDUSTRIES

FOR:

VERIZON WIRELESS 99' POLE, SITE: REYES TREE FARM / 68716

DATE 07/22/09

Fuse 1.7.0.334

*** ANCHOR BOLT CHARACTERISTICS GOVERNED BY LOADING CASE WIND ***

NUMBER OF BOLTS	DIAMETER (IN.)	LENGTH (IN.)	WEIGHT (LB.)	SHIPPED AS	PROJECTION LENGTH (IN.)	GALVANIZED LENGTH (IN.)	THREAD SIZE
8	2.250	84	1247	BOLTS, TEMPLATES	11.75	18.00	4.5-UNC-2A
STEEL SPECIF.	MAXIMUM BOLT FORCE (LB.)	MAXIMUM BOLT SHEAR FORCE (LB.)	FACTORED NOMINAL TENS. STRENGTH (LB.)	STRESS AREA (SQ. IN.)	INTERACTION VALUE	CONFIGURATION OF BOTTOM END	
A615	234212	3188	260004	3.250	0.93	THREADED WITH HEAVY HEX HEAD NUT	

NOTE: BOLT INTERACTION VALUE WAS CALCULATED BY DIVIDING SHEAR FORCE BY FACTOR RELATED TO DETAIL TYPE d) IN EIA-G SPECS.

*** BOLT COORDINATES AND FORCES ***

BOLT NO.	X-COORD	Y-COORD	MAX TENSION-LB	MAX FORCE-LB	*	BOLT NO.	X-COORD	Y-COORD	MAX TENSION-LB	MAX FORCE-LB
1	25.295	0.00	- 2735	2735	*	2	17.886	17.886	160945	166415
3	0.00	25.295	228741	234212	*					

MAX. BOLT CIRCLE = 50.59 IN.

TEMPLATE DIAMETER = 56.59 IN.

*** BASE PLATE CHARACTERISTICS GOVERNED BY LOADING CASE WIND ***

DRAWING NUMBER	OVERALL LENGTH (IN.)	OVERALL WIDTH (IN.)	THICKNESS (IN.)	ACTUAL WEIGHT (LB.)	RAW MATERIAL WEIGHT (LB.)	SIDE LENGTH (IN.)
SD18-98	56.59	57.46	2.7500	1750	2533	9.98
TOP WIDTH (IN.)	POLE DIAM. (MAJOR DIAM.) (IN.)	CRITICAL FAILURE MODE	TOTAL LENGTH OF FAIL MODE LINE (IN.)	EFFECTIVE LENGTH (IN.)	TOTAL MOMENT ALONG FAIL LINE (IN.-LB.)	
9.98	43.42	2	66.95	48.19	1948055	
VALMONT	STEEL SPECIF.	BENDING STRESS (PSI)	EFFECTIVE YIELD STRESS (PSI)	MAX. VERTICAL SHEAR STRESS (PSI)		
S56	A572	32071	50000	4851		

** LOADS AT POLE BASE IN THE GLOBAL COORDINATE SYSTEM ***** LOADING CASES *****

LOADING CASE IDENTIFICATION	WIND	T&S	MAX CRITERION- LOAD CASE
MOMENT ABT. X-AXIS (IN-KIP)	17941	1852]MOMENT ABT. X WIND
MOMENT ABT. Y-AXIS (IN-KIP)	- 15054	- 1554]MOMENT ABT. Y WIND
SHEAR FORCE (LB.)	25503	2646]RES. MOMENT WIND
VERTICAL FORCE (LB.)	21881	17625]SHEAR FORCE WIND
]BOLT FORCE WIND
]BOLT TENSION WIND

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
May 25, 2012	Material submission deadline for June 5 th , 2012 City Council meeting
June 5, 2012	City Council meeting – Discussion regarding CHR Board feedback
July 6, 2012	Material submission deadline for July 17 th , 2012 City Council meeting
July 17, 2012	Draft contract to City Council
July 27, 2012	Material submission deadline for August 7, 2012 City Council meeting
August 7, 2012	City Council approves contract
October 1, 2012	New contract effective

CHR Contract Matrix - Changes/Open

Contract	Current	Proposed/Considerations	CHR Proposal
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	\$275,000 in the first year beginning October 1, 2012 with 3% yearly escalations, this includes \$4500 reimbursement of office expenses.
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.	CHR prefers quarterly payments as is current practice. Given our improving cash position CHR intends to make all future payments to the City in a timely manner.
3d - Admin expense reimbursement	City to reimburse CHR up to \$4,500 annually for office supplies, postage, copying, etc.	No Change	This amount is now included in 3a
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	City has the right to direct CHR to relocate from Center 4 Life building upon ___ days prior written notice.	180 days notice
		City shall provide credit of \$_____ for 1000 square ft. of alternative office space; and	CHR prefers not to move. If necessary, City shall provide compensation to CHR for adequate office/meeting space not less than 1000 sq ft. Our estimates of cost are no less than \$3000 per month.
		City shall reimburse CHR for approved costs of moving CHR operations to new space.	City shall reimburse CHR all moving costs incurred by CHR for relocation.
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%	Balance sheet shall be comparative to PY with notes accompanying account variances that exceed 10% or are greater than \$500 (*4.)
	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%.	Agreed, exceed 10% or greater than \$500

CHR Contract Matrix - Changes/Open

Contract	Current	Proposed/Considerations	CHR Proposal
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	CHR to provide the City a revised point system that incorporates achieving the desirable tenant mix set forth in the 2012/13 EAR.	CHR to provide the City a revised point system that supports the mission and vision of the CHR and the Sanibel Plan (*7.)
SECTION 8 - City Owned Properties			CHR is working on revised language for this section.
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	CHR may want to pursue off island housing opportunities in the future. In anticipation of this language in Section 15 will need to be revised.
Other considerations			
		Website established by CHR within 12 months to provide:	Agreed
		a. Meeting agendas and back-up materials, time, date and place of meetings, and notice that public may attend;	a. Agreed, board meeting agendas, etc.
		b. Information posted on website and at CHR offices at least 3 calendar days prior to meeting	b. Agreed
		c. City shall provide \$_____ allowance to assist CHR in establishing and implementing website.	c. City shall provide a one time payment of \$2500 to assist CHR in establishing and implementing website.
		City has right to require ratification of proposed new CHR Board members.	Disagree, CHR feels we need a division between COS and CHR. There are remedies available to COS within the contract. (*2.)
		CHR to reserve funds necessary to cover any LEO appreciation liability as reflected in the LEO appreciation liability in the annual audited financial statements.	A study is underway. See attached note.*

CHR/City of Sanibel agreement matrix
NOTES TO SPECIFIC SECTIONS AND RATIONALE (indicated by asterisk *)

4. A number of budgeted amounts are relatively small and 10% variances can easily occur. Thus if the amounts are \$500 or more, it would isolate the more significant variances.

7. The current EAR nor the proposed language of the upcoming EAR specify a “desirable tenant mix”.

The CHR Board is currently reviewing the existing Point System in concert with the content of Section 102. The Board Retreat scheduled for June 16 will deal with a review of the mission statement of CHR and will no doubt touch upon the present and future tenant mix-after which some language could be suggested for the EAR, if so desired.

Other Considerations:

1a. There are many subcommittee meetings that only make recommendations to the Executive Director and/or the Board. Some meetings, such as the Landlord Tenant subcommittee, discuss issues that are not appropriate for public participation, and if subsequent recommendations are made they would appear on the Board agenda and the public could comment at that time.

2. As two not-for-profit 501(c) (3) corporations, CHR/CICLT have corporate articles of incorporation and bylaws that govern their operations. CHR is responsible to its membership, and that membership has opportunity to nominate individuals and to elect them to the Board in classes of three years duration.

It is inappropriate for a government body to attempt to insert a ratification or approval process on board members elected by a private non-profit corporation's members.

The City, no doubt, is concerned that some future Board could make decisions that would endanger the fiscal stability of the organization, and endanger the City's below market rate housing program. We understand that this concern is based upon some recent experiences.

However, it appears to the CHR Board that the transparency provided in the reporting noted in Sections 4, 5, 7, 9, 11, and 18, of the City/CHR contract, as well as the website, would provide sufficient warning of such problems to the City Manager and City Council. In addition, the Council's Liaison is an avenue for the City to express any such concerns arising from CHR reports. There are sufficient

remedies available in Sections 16 and 17 should the CHR Board not respond to concerns expressed by its Council Liaison or City Manager.

3. The CHR Board adopted a policy in the last fiscal year to establish a reserve for this purpose. Due to cash flow problems, the reserve remains unfunded.

CHR's Treasurer is now charged with analyzing the Limited Equity appreciation liability, and collecting the best practices of other limited equity ownership providers to enable CHR to determine the prudent level of reserves needed. This analysis and resulting plan for funding the Reserve will be shared with the City for comment. CHR's goal is to have a policy in place by 9/30/12.

CHR Contract Matrix - ORIGINAL

Contract	Current	Proposed/Considerations	CHR Proposal
Lease Term	5-year term executed 9/5/07; expires 9/30/12	5-year term to expire 9/30/17	Agreed
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	\$275,000 in the first year beginning October 1, 2012 with 3% yearly escalations, this includes \$4500 reimbursement of office expenses.
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.	CHR prefers quarterly payments as is current practice. Given our improving cash position CHR intends to make all future payments to the City in a timely manner.
3d - Admin expense reimbursement	City to reimburse CHR up to \$4,500 annually for office supplies, postage, copying, etc.	No Change	This amount is now included in 3a
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	City has the right to direct CHR to relocate from Center 4 Life building upon ___ days prior written notice.	180 days notice
		City shall provide credit of \$_____ for 1000 square ft. of alternative office space; and	CHR prefers not to move. If necessary, City shall provide compensation to CHR for adequate office/meeting space not less than 1000 sq ft. Our estimates of cost are no less than \$3000 per month.
		City shall reimburse CHR for approved costs of moving CHR operations to new space.	City shall reimburse CHR all moving costs incurred by CHR for relocation.
	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%	Balance sheet shall be comparative to PY with notes accompanying account variances that exceed 10% or are greater than \$500 (*4.)
	CHR to submit a line item accounting, including detailed transactions in "date order" of its admin expenditures for each quarter	No Change	Agreed

CHR Contract Matrix - ORIGINAL

Contract	Current	Proposed/Considerations	CHR Proposal
SECTION 4 - Reporting	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%.	Agreed, exceed 10% or greater than \$500
	City manager has the right to waive the requirement for one or more of the above reports	No Change	Agreed
		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)	Agreed
		On a quarterly basis, CHR to provide City key operating indicators, including, vacancies, waiting list, total BMRH units, other	Agreed
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	Agreed
	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	Agreed
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	CHR to provide the City a revised point system that incorporates achieving the desirable tenant mix set forth in the 2012/13 EAR.	CHR to provide the City a revised point system that supports the mission and vision of the CHR and the Sanibel Plan (*7.)
SECTION 8 - City Owned Properties			CHR is working on revised language for this section.

CHR Contract Matrix - ORIGINAL

Contract	Current	Proposed/Considerations	CHR Proposal
SECTION 9 - Insurance	CHR will maintain the required property and liability insurance to replace the BMRH units at the replacement values	No Change	Agreed
SECTION 11 - Compliance	CHR is responsible for maintaining BMRH units in compliance with requirements of City Development Permits and Conditional Use Approvals	No Change	Agreed
	All new landscaping must be 100% native vegetation	No Change	Agreed
SECTION 12 - Mandatory Evacuation	CHR will require leases to require tenants to evacuate the Island if mandatory evacuation is declared	No Change	Agreed
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	Agreed
SECTION 14 - Structures	All utility connections and building maintenance is the responsibility of CHR	No Change	Agreed
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	CHR may want to pursue off island housing opportunities in the future. In anticipation of this language in Section 15 will need to be revised.
SECTION 16 - Renegotiated agreement	Agreement may be renegotiated in response to unforeseen needs of the City's BMRH program	No Change	Agreed
SECTION 17 - Contract Term	Agreement may be terminated at will, by either party, upon twenty-four months written notice	No Change	Agreed
	CHR shall provided audit report for FY ended 9/30 on or before March 1st of each year.	Audit report shall be due on or before 2/1 of each year so the City has appropriate time to incorporate into the City CAFR	Agreed

CHR Contract Matrix - ORIGINAL

Contract	Current	Proposed/Considerations	CHR Proposal
SECTION 18 - Audit Reporting	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.	Agreed
	CHR to provide a narrative in fulfilling its obligations under Chapter 102 of the Sanibel Code	No change	Agreed
Other considerations			
		Website established by CHR within 12 months to provide:	Agreed
		a. Meeting agendas and back-up materials, time, date and place of meetings, and notice that public may attend;	a. Agreed, board meeting agendas, etc.
		b. Information posted on website and at CHR offices at least 3 calendar days prior to meeting	b. Agreed
		c. City shall provide \$_____ allowance to assist CHR in establishing and implementing website.	c. City shall provide a one time payment of \$2500 to assist CHR in establishing and implementing website.
		City has right to require ratification of proposed new CHR Board members.	Disagree, CHR feels we need a division between COS and CHR. There are remedies available to COS within the contract. (*2.)
		CHR to reserve funds necessary to cover any LEO appreciation liability as reflected in the LEO appreciation liability in the annual audited financial statements.	A study is underway. See attached note.*

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
Pamela Smith, City Clerk

Pamela Smith City Clerk
Printed Name & Title

BY: *Judie Zimomra*
Judie Zimomra, City Manager

APPROVED AS TO FORM:

Kenneth S. Giff
CITY ATTORNEY

FINANCIAL SUFFICIENCY APPROVED
Renee M. Lynch 8/21/07
Renee M. Lynch, FINANCE DIRECTOR

(SEAL)

COMMUNITY HOUSING & RESOURCES,
INC.

BY: *Michael F. Cuscaden*

Printed: Michael F. Cuscaden
Title: President

ATTEST:

Scott J. Marshall
Signature

Scott J. Marshall, Executive Director
Printed Name & Title

EVALUATION AND APPRAIASAL REPORT OF THE SANIBEL PLAN'S (CHR) HOUSING ELEMENT SCHEDULE AND REVIEW TIMELINE

May 14, 2012	CHR Board meeting; discussion of policy issues.
May 31, 2012	Deadline for the submittal of the requested information and updates from CHR.
July 6, 2012	Material submission deadline for the July 17, 2012 City Council Meeting
July 17, 2012	City Council meeting; review draft revisions and updates to Section 3.6.1 Housing Element of the Sanibel Plan, and provide direction for the Planning Commission to follow during their review of this plan element.
July 18, 2012	Material submission deadline for the July 24, 2012 Planning Meeting
July 24, 2012	Present Section 3.6.1 of the Sanibel Plan to the Planning Commission for their review and consideration.

SANIBEL GENERAL EMPLOYEES' RETIREMENT PLAN

INVESTMENT PERFORMANCE PERIOD ENDING MARCH 31, 2012

NOTE: For a free copy of Part 3 (printed with 5 bar code) from request receipt) of Burgess Chambers and Associates, Inc.'s most recent Form ADV which details our fund business procedures, please contact:
601 North New York Avenue, Suite 200, West Park, Florida 32789 407-844-0111 info@burgesschambers.com



Sanibel General Employees' Retirement Plan

BCA Market Perspective ©

The U. S. Government Bond Yield Curve April 2012

Investors are impatient with high quality low yielding money market and fixed-income options, but no real change is expected soon. Due to the Federal Reserve's near zero interest-rate policy, designed to stimulate the economy, the government bond yield curve will not be allowed to change with market forces and thereby become normalized in the foreseeable future.

The Federal Reserve's dual role is to create an economic environment that fosters full employment and secondarily to manage inflationary expectations. But during the past 36 months, the Fed has faced a third challenge –rebuilding international confidence of U.S. banks. To do this, large regional and national banks were forced to accept massive capital infusions from the Fed. This standby capital was in essence a backstop to hold back a post 2008 global economic collapse. So far, this policy has worked, but at a cost to bond investors who no longer expect positive real rates of return.

Currently, the Fed manages the government bond yield curve. It purchases government securities, thereby holding prices at higher levels, causing lower yields. Its inaction would allow the yield curve to rise. The result would be good and bad. First, rising rates would attract foreign capital – which in turn drives up the U.S. dollar. This would bring import costs down, namely oil and manufactured goods and inflationary expectations would diminish with the strong dollar. Bond prices would fall, meaning higher yields with a fixed coupon. Consumers would benefit from lower household costs and retirees would be comforted with higher fixed-income yields.

As long as the U.S. Government maintains a high debt load, the resultant rise in its borrowing costs will be staggering. Therefore, the challenge is to wait long enough for a strong economy that generates higher tax receipts that would in theory offset higher borrowing costs. Given the trajectory of the U.S. economic recovery, as measured by a slow +2.5% GDP growth rate and slow private sector job growth, it is too early to call when the Fed will allow policy rates to seek normal or market determined levels.



Sanibel General Employees' Retirement Plan
Total Fund
Investment Summary
March 31, 2012

- For the quarter, the total Plan earned \$1.1M (+7.9% net), in line with the policy index (+8.1%).
- Fiscal year to date, the Plan earned \$1.8M (+14.7% net), versus the policy index (+15.7% net). The difference was due to modest under-performance from Frontier mid-cap (+25.0% vs. +25.8%) and FMI small-cap (+27.9% vs. +29.8%). Equities were the top performing asset classes during this time period: FMI stock fund (+27.9%), Dana large-cap (+27.0%), Frontier mid-cap (+25.0%) and Euro-Pacific international (+17.4%). The convertibles return of +14.1% was ahead of fixed-income (+2.3%).
- For the one-year period, the Plan earned \$661K (+4.5% net), narrowly behind the benchmark by 0.8%. The difference was due to Frontier mid-cap and Euro-Pacific.
- The three-year annualized rate of return (+14.3%) far exceeds the actuarial assumption rate of return.
- Both absolute and relative performance has improved during the past two years.

Manager Results

- Dana continues to add relative value above its benchmark. The return/risk profile remains favorable.
- Frontier's mid-cap growth product is a new addition that is ahead of its benchmark for the quarter (+15.0% vs. +14.1%) but narrowly trails its benchmark for the past 12 months (+2.1% vs. +2.9%).
- FMI's small-cap product is a new addition in the small-cap category. The 12 month period results are well ahead of the benchmark (+8.7% vs. -0.2%).
- Euro-Pacific's international product is ahead of its benchmark FYTD and two years - showing improvement with its 18% weighting to emerging markets.



**Sanibel General Employees' Retirement Plan
Total Fund
Investment Summary (continued)
March 31, 2012**

- SSI Convertibles are trailing their benchmark for the 12 month period but are in line FYTD.
- American Realty's core private real estate product is ahead of the NCREIF-ODCE benchmark for the quarter (+3.0% vs. +2.8%). The three-year return is trailing that benchmark (+1.9% vs. +4.1%).
- Richmond Capital's core fixed-income program has added value above its benchmark for the two and three-year periods, along with a favorable return/risk profile. The TIPS product trailed the Barclay's benchmark for the 12-month period.

Asset Allocation:

The asset allocation on April 30 was similar to the target allocations on March 31.



**Sanibel General Employees' Retirement Plan
Total Fund**

**Investment Performance
March 31, 2012**

Dollars

	<u>Quarter</u>	<u>FYTD</u>	<u>One Year</u>
Beginning Market Value	12,625,115	11,727,293	12,830,587
Ending Market Value	16,767,878	16,767,878	16,767,878
Net Flows	+3,054,971	+3,229,893	+3,276,093
Investment Gain/(Loss)	+1,087,792	+1,810,692	+661,198
Investment Return, Net	+7.9%	+14.7%	+4.5%
Policy Index	+8.1%	+15.7%	+5.3%
Difference (% pts)	-0.2	-1.0	-0.8

Fiscal Year October 1st - September 30th

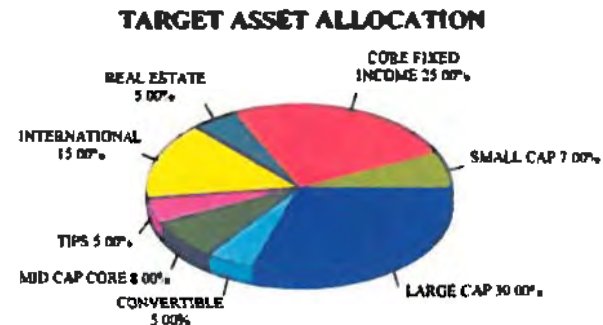
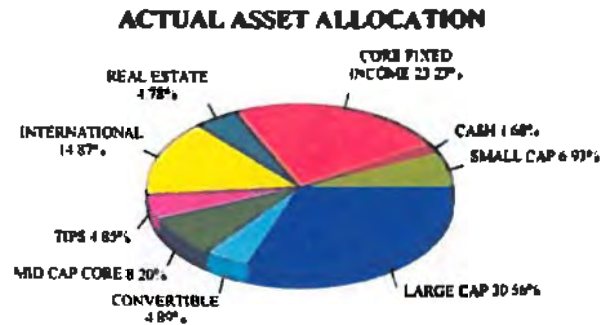


**Sanibel General Employees' Retirement Plan
Total Fund
Compliance Checklist
March 31, 2012**

	<u>Yes</u>	<u>No</u>
The total Fund's annualized three-year performance achieved the 7.5% actuarial assumption rate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The total Fund's annualized three-year performance achieved the Policy Index.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The total Fund's annualized three-year performance ranked in the top 40th percentile in the Public Universe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The total Fund's annualized five-year performance achieved the 7.5% actuarial assumption rate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The total Fund's annualized five-year performance achieved the Policy Index.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The total Fund's annualized five-year performance ranked in the top 40th percentile in the Public Universe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dana Large Cap annualized three-year performance achieved the Russell 1000.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dana Large Cap annualized three-year performance ranked in the top 40th percentile.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dana Large Cap annualized five-year performance achieved the Russell 1000.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dana Large Cap annualized five-year performance ranked in the top 40th percentile.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
American Core Realty annualized three-year performance achieved the NCREIF ODCE benchmark.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Richmond Capital Fixed Income annualized three-year performance achieved the BC Aggregate benchmark.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Richmond Capital Fixed Income annualized three-year performance ranked in the top 40th percentile.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Equity allocation (at market) is within the 70% limitation at market stated in the <i>Investment Policy</i> .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No more than 5% of the Fund's assets were invested in common or capital stock of an issuing company.	<input checked="" type="checkbox"/>	<input type="checkbox"/>



**Sanibel General Employees' Retirement Plan
Total Fund
Actual vs. Target Asset Allocation
March 31, 2012**

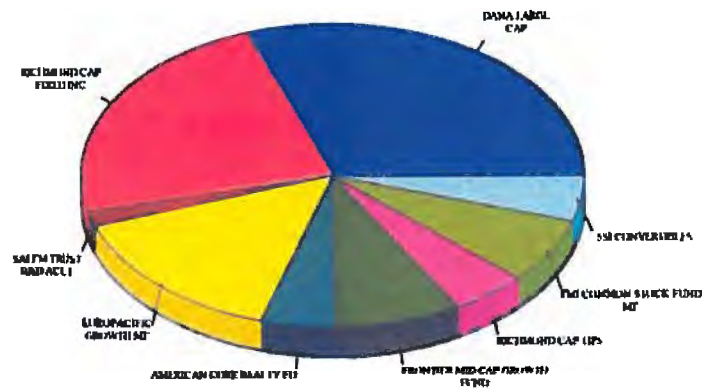


	MARKET VALUE ACTUAL	PERCENT ACTUAL	MARKET VALUE TARGET	PERCENT TARGET	MARKET VALUE DIFFERENCE	PERCENT DIFFERENCE
LARGE CAP	5,123,921.5	30.6%	5,030,363.3	30.0%	93,558.2	0.6%
MID CAP CORE	1,375,625.4	8.2%	1,341,430.2	8.0%	34,195.2	0.2%
SMALL CAP	1,162,437.7	6.9%	1,173,751.4	7.0%	(11,313.8)	(0.1%)
INTERNATIONAL	2,494,217.7	14.9%	2,515,181.7	15.0%	(20,964.0)	(0.1%)
CONVERTIBLE	819,503.1	4.9%	838,393.9	5.0%	(18,890.8)	(0.1%)
REAL ESTATE	801,084.0	4.8%	838,393.9	5.0%	(37,309.9)	(0.2%)
CORE FIXED INCOME	3,895,790.2	23.2%	4,191,969.4	25.0%	(296,179.3)	(1.8%)
TIPS	813,191.8	4.8%	838,393.9	5.0%	(25,202.1)	(0.2%)
CASH	282,106.4	1.7%	0.0	0.0%	282,106.4	1.7%
TOTAL FUND	\$16,767,877.7	100.0%	\$16,767,877.7	100.0%	\$0.0	0.0%



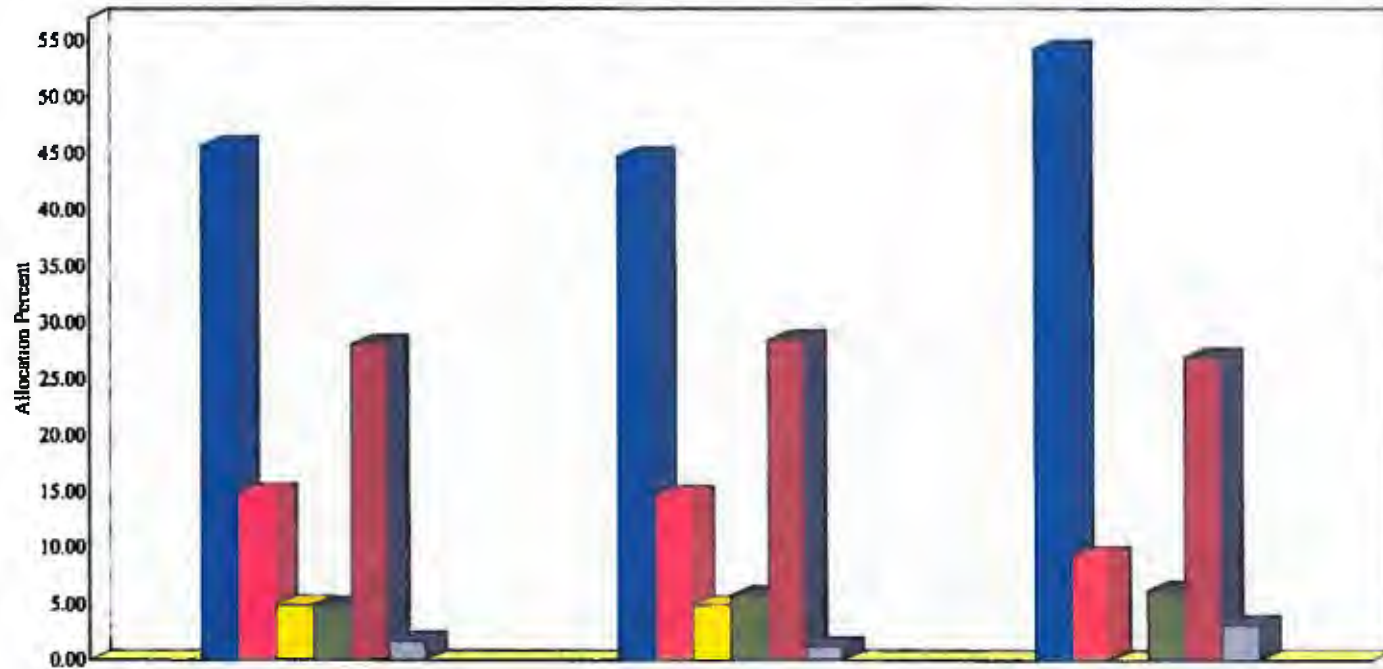
Sanibel General Employees' Retirement Plan Total Fund Asset Allocation

TOTAL MARKET VALUE
AS OF MARCH 31, 2012
\$ 16,767,878



	VALUE	PERCENT
DANA LARGE CAP	5,123,922	30.56
RICHMOND CAP FIXED INC	3,895,790	23.23
EUROPACIFIC GROWTH MF	2,494,218	14.87
FRONTIER MID CAP GROWTH FUND	1,375,625	8.20
FMI COMMON STOCK FUND MF	1,162,438	6.93
SSI CONVERTIBLES	819,503	4.89
RICHMOND CAP TIPS	813,192	4.85
AMERICAN CORE REALTY FD	801,084	4.78
SALEM TRUST R&D ACCT	282,105	1.68
SALEM CASH MF	2	0.01

**Sanibel General Employees' Retirement Plan
Total Fund
Asset Distribution
March 31, 2012**



	QUARTER TO DATE	1 YEAR	2 YEARS
DOMESTIC EQUITY	45.69	44.79	54.31
INTERNATIONAL	14.87	14.72	9.28
CONVERTIBLE	4.89	4.92	N/A
REAL ESTATE	4.78	5.83	6.24
FIXED INCOME	28.08	28.49	26.96
CASH	1.68	1.24	3.22



Sanibel General Employees' Retirement Plan
Total Fund
March 31, 2012
Gross of Fees

Name	Market Values	QTR ROR	FYTD ROR	1 Year ROR	2 Year ROR	3 Year ROR	5 Year ROR
Equity							
Domestic Equity							
Dana Large Cap	5,123,922	13.6%	27.0%	8.9%	14.4%	24.3%	3.5%
Frontier Mid Cap Growth fund	1,375,625	15.0%	25.0%	2.1%	N/A	N/A	N/A
FMI Common Stock Fund MF	1,162,438	10.1%	27.9%	8.7%	N/A	N/A	N/A
Total Domestic Equity	7,661,985	13.3%	26.7%	7.5%	14.3%	N/A	N/A
International Equity							
EuroPacific Growth MF	2,494,218	12.1%	17.4%	-5.8%	3.1%	N/A	N/A
Convertible							
SSI Convertibles	819,503	8.3%	14.1%	-3.6%	N/A	N/A	N/A
Total Equity	10,975,705	12.6%	23.7%	3.6%	11.3%	N/A	N/A
Real Estate							
American Core Realty Fd	801,084	3.0%	5.9%	13.4%	15.2%	1.9%	N/A
Fixed Income							
Richmond Cap Fixed Inc	3,895,790	1.1%	2.3%	8.0%	6.9%	8.9%	N/A
Richmond Cap TIPS	613,192	1.4%	3.1%	7.9%	N/A	N/A	N/A
Total Fixed Income	4,708,982	1.2%	2.4%	7.9%	7.0%	N/A	N/A
Cash							
Salem Trust R&D Acct	282,105	0.0%	0.0%	0.0%	0.0%	0.1%	N/A
Salem Cash MF	2	0.0%	0.0%	0.0%	0.0%	N/A	N/A
Total Cash	282,106	0.0%	0.0%	0.0%	0.0%	N/A	N/A
TOTAL: (1)	16,767,878	8.1%	15.0%	5.1%	9.5%	14.3%	2.3%
Policy Index		8.1%	15.7%	5.3%	9.3%	16.1%	3.1%
Russell 3000		12.9%	26.5%	7.2%	12.2%	24.3%	2.2%
Russell 1000 Index		12.9%	26.3%	7.9%	12.2%	24.0%	2.2%
S&P 500 Index		12.6%	25.9%	8.5%	12.0%	23.4%	2.0%
S&P 400 Midcap Grwth		14.1%	25.8%	2.9%	16.1%	29.9%	6.8%
Russell 2000		12.4%	29.8%	-0.2%	12.1%	26.9%	2.1%
MSCI Gross EAFE		11.0%	14.7%	-5.3%	2.5%	17.7%	-3.0%



Sanibel General Employees' Retirement Plan

Total Fund

March 31, 2012

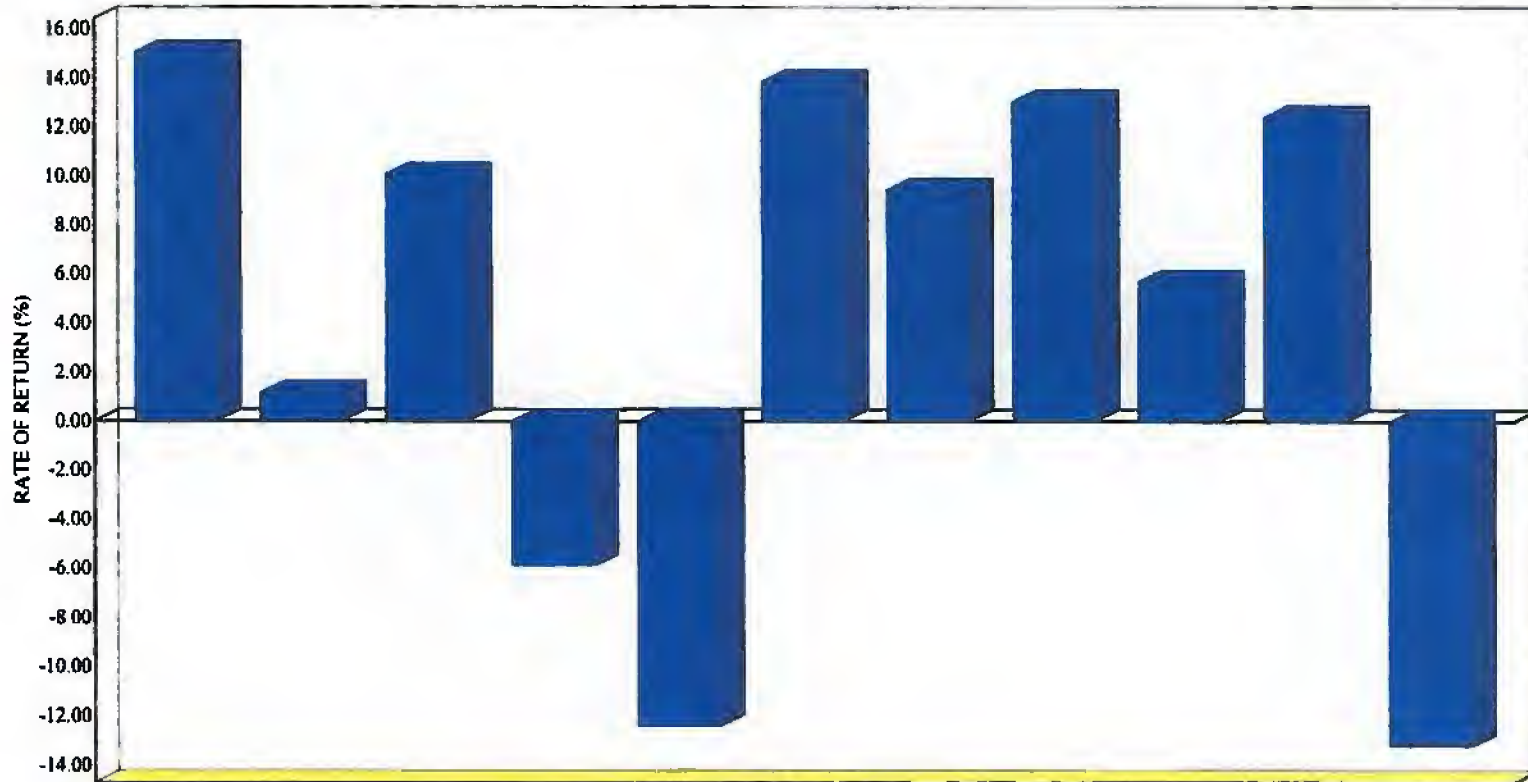
Gross of Fees

Name	Market Values	QTR ROR	FYTD ROR	1 Year ROR	2 Year ROR	3 Year ROR	5 Year ROR
ML Cnv x144A AllQual		9.8%	14.4%	-0.9%	6.8%	20.2%	3.3%
NCREIF ODCE		2.8%	5.9%	14.7%	17.4%	4.1%	-0.4%
NCREIF National		2.8%	5.6%	13.4%	14.7%	6.0%	2.9%
BC Aggregate		0.3%	1.4%	7.7%	6.4%	6.8%	8.2%
BC TIPS		0.9%	3.6%	12.2%	10.0%	8.7%	7.6%
ML 3M TBIII		0.0%	0.0%	0.1%	0.1%	0.1%	1.2%

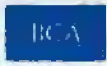
† Policy Index: from Mar'11, 30% R1000 + 5% ML Conv index X144 all quality + 8% S&P 400 + 7% R2000 + 15% MSCI EAFE + 5% NCREIF ODCE + 5% BC TIPS + 25% BC Agg; from Jan'10, 30% Russell 1000 + 8% S&P 400 + 7% Russell 2000 + 15% MSCI EAFE + 5% NCREIF + 5% Barclays TIPS + 30% Barclays Aggregate; prior from Jun'08, 50% Russell 3000 + 10% MSCI EAFE + 10% NCREIF + 30% Barclays Aggregate; 50% Russell 3000 + 10% MSCI EAFE + 40% Barclays Aggregate.



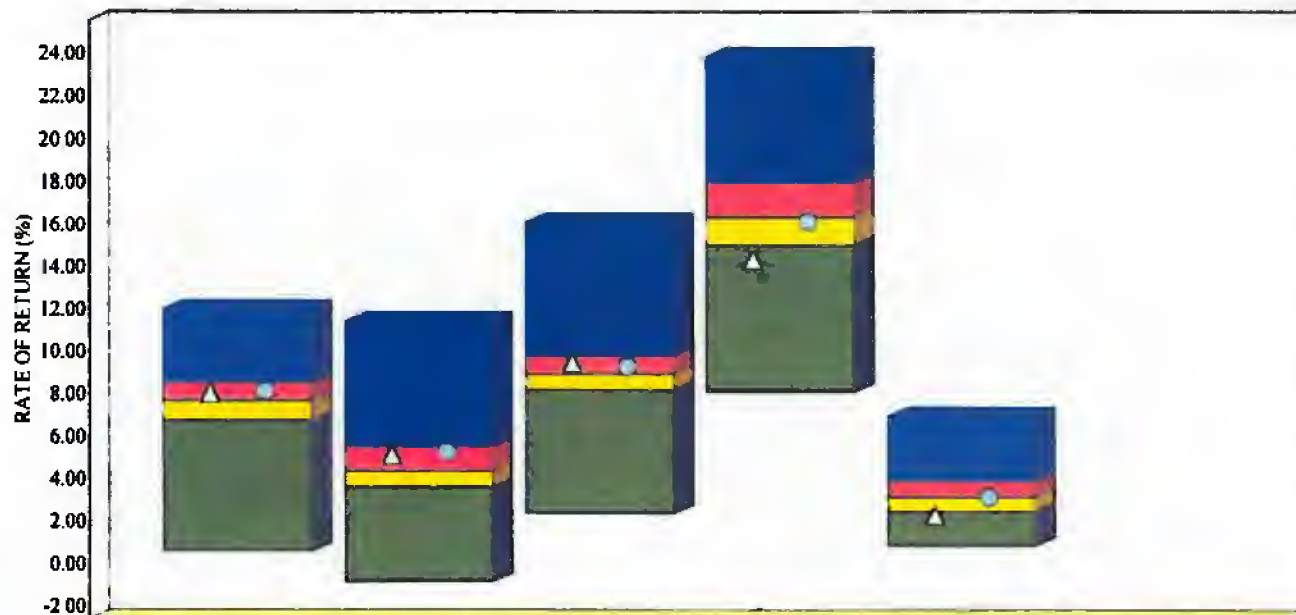
**Sanibel General Employees' Retirement Plan
Total Fund
Fiscal Year Rates of Return
September 30, 2001 Through March 31, 2012**



FISCAL YTD	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002
TF	15.00	1.14	-5.89	-12.41	13.84	9.43	13.03	5.68	12.37	-13.22

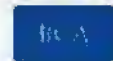


**Sanibel General Employees' Retirement Plan
 Quartile Ranking
 Total Fund Versus BNY Mellon Public Funds Universe
 March 31, 2007 Through March 31, 2012**

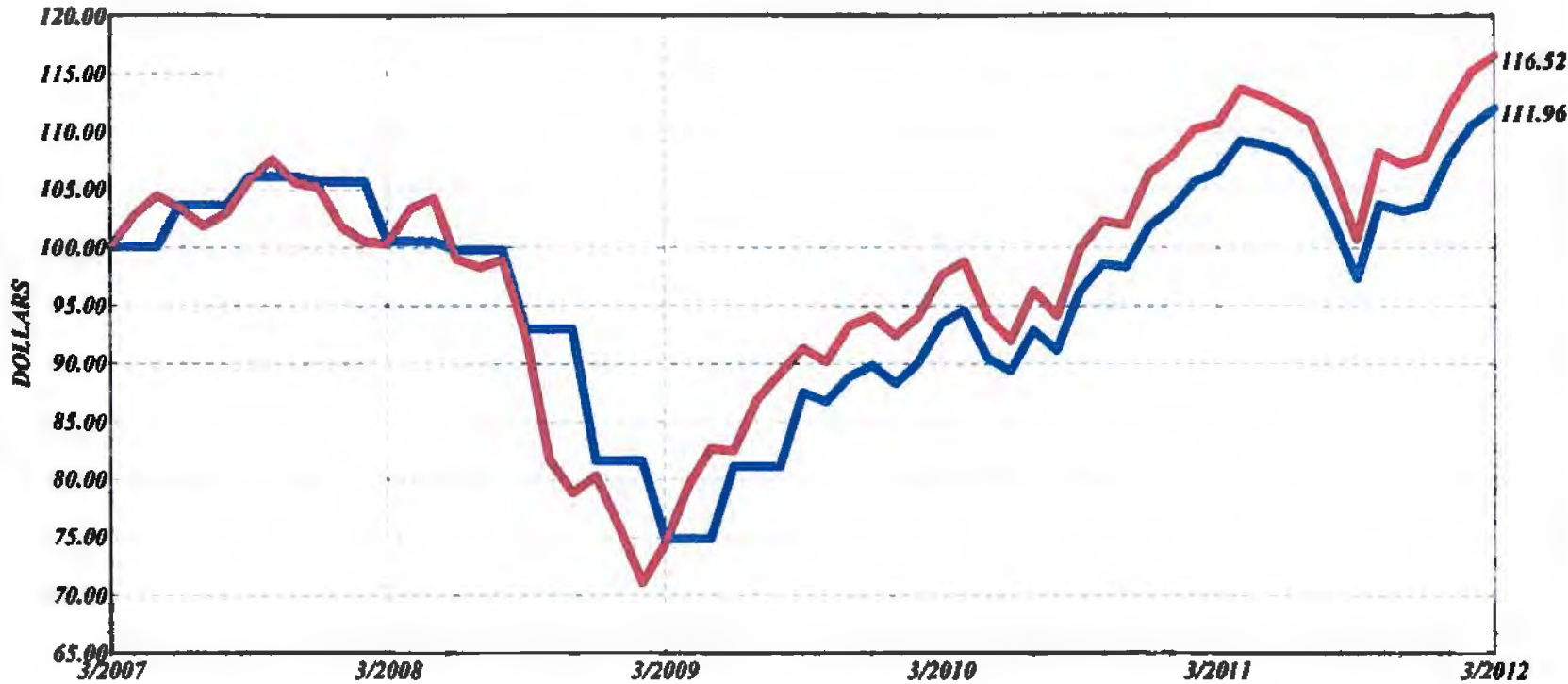


	LATEST QUARTER		ONE YEAR		TWO YEARS		THREE YEARS		FIVE YEARS	
HIGHEST VALUE	12.03		11.45		16.12		23.89		6.99	
FIRST QUARTILE	8.51		5.49		9.77		17.93		3.88	
MEDIAN VALUE	7.70		4.35		8.95		16.36		3.15	
THIRD QUARTILE	6.73		3.59		8.19		15.03		2.45	
LOWEST VALUE	0.59		-0.85		2.40		8.09		0.86	
MEAN	7.30		4.69		9.05		16.32		3.36	

	LATEST QUARTER		ONE YEAR		TWO YEARS		THREE YEARS		FIVE YEARS	
△ TF	8.08	36	5.14	31	9.48	31	14.35	78	2.29	78
○ POLICY INDEX	8.14	36	5.29	26	9.27	42	16.13	52	3.11	52



**Sanibel General Employees' Retirement Plan
Total Fund
Growth of a Dollar Analysis
March 31, 2007 Through March 31, 2012**



	LATEST QUARTER	FISCAL YTD	ONE YEAR	THREE YEARS	FIVE YEARS
TF	8.08	15.00	5.14	14.35	2.29
POLICY INDEX	8.14	15.70	5.29	16.13	3.11



**Sanibel General Employees' Retirement Plan
Dana Large Cap
Performance Profile
Through March 31, 2012**

	ENDED	RETURN
BEST QUARTER	6/2009	14.21
WORST QUARTER	12/2008	-20.32
BEST 4 QUARTERS	3/2010	46.71
WORST 4 QUARTERS	3/2009	-34.00

TOTAL # OF PERIODS.	60
# OF POSITIVE PERIODS:	42
# OF NEGATIVE PERIODS.	18

	QUARTER TO DATE	FISCAL YTD	ONE YEAR	TWO YEARS	THREE YEARS	FIVE YEARS
TOTAL FUND	13.60	26.96	8.86	14.42	24.30	3.51
RUSSELL 1000 INDEX	12.90	26.27	7.86	12.19	24.03	2.19
EXCESS	0.70	0.68	0.99	2.23	0.27	1.32
RISKLESS INDEX	0.01	0.01	0.07	0.11	0.13	1.23
REAL ROR	11.86	25.61	5.97	11.41	21.27	1.29

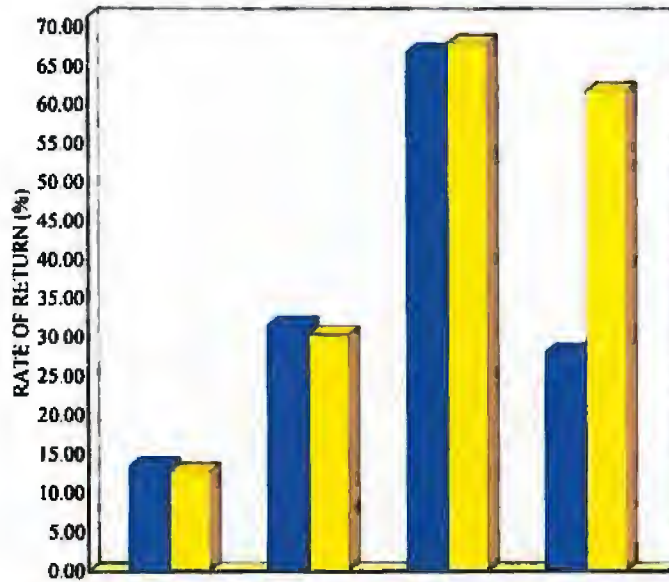
PERIOD	RETURN	UNIVERSE RANKING	STD DEV	SHARPE RATIO	ALPHA	BETA	R-SQUARED	INFO RATIO
ONE YEAR	8.86	34	17.13	0.51	0.85	1.02	98.31	0.43
TWO YEARS	14.42	14	17.06	0.84	2.10	0.99	98.72	1.02
THREE YEARS	24.30	23	18.07	1.34	5.24	0.79	51.81	-0.03
FIVE YEARS	3.51	43	18.94	0.12	2.97	0.38	15.09	-0.05

*The risk benchmark for this analysis is the Russell 1000 Index.
The universe used was the Large Cap*



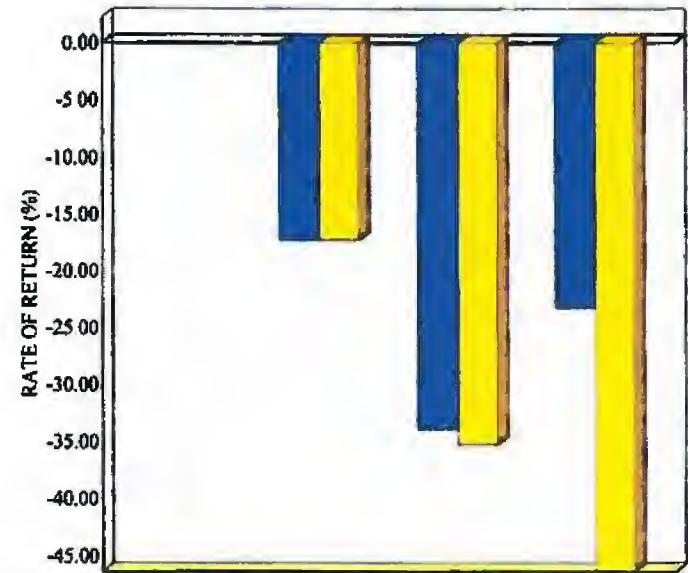
**Sanibel General Employees' Retirement Plan
Dana Large Cap
Performance in Rising and Declining Markets
March 31, 2007 Through March 31, 2012**

UP MARKET PERFORMANCE



	YTD	ONE YEAR	THREE YEARS	FIVE YEARS
TOTAL FUND	13.60	31.63	66.86	28.19
RUSSELL 1000 INDEX	12.90	30.41	67.98	61.97
DIFFERENCE	0.70	1.22	-1.12	-33.78
RATIO	1.05	1.04	0.98	0.45
UP PERIODS	3	6	25	35

DOWN MARKET PERFORMANCE



	YTD	ONE YEAR	THREE YEARS	FIVE YEARS
TOTAL FUND	N/A	-17.30	-33.90	-23.28
RUSSELL 1000 INDEX	N/A	-17.29	-35.24	-46.37
DIFFERENCE	N/A	-0.01	1.34	23.09
RATIO	N/A	1.00	0.96	0.50
DOWN PERIODS	0	6	11	25



**Sanibel General Employees' Retirement Plan
Frontier Mid Cap Growth fund
Performance Profile
Through March 31, 2012**

	ENDED	RETURN
BEST QUARTER	3/2012	14.96
WORST QUARTER	9/2011	-17.71
BEST 4 QUARTERS	3/2012	2.05
WORST 4 QUARTERS	3/2012	2.05

TOTAL # OF PERIODS:	12
# OF POSITIVE PERIODS	5
# OF NEGATIVE PERIODS:	7

	QUARTER TO DATE	FISCAL YTD	ONE YEAR
TOTAL FUND	14.96	24.97	2.05
S&P 400 MIDCAP GRWTH	14.08	25.78	2.88
EXCESS	0.88	-0.81	-0.83
RISKLESS INDEX	0.01	0.01	0.07
REAL ROR	13.20	23.65	-0.66

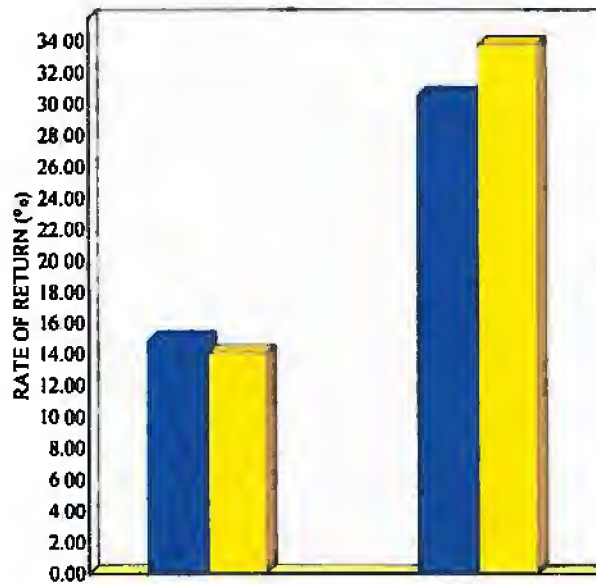
PERIOD	RETURN	UNIVERSE RANKING	STD DEV	SHARPE RATIO	ALPHA	BETA	R-SQUARED	INFO RATIO
ONE YEAR	2.05	62	18.48	0.11	-0.66	0.88	97.50	-0.34

*The risk benchmark for this analysis is the S&P 400 Midcap Growth
The universe used was the Mid Cap Growth*



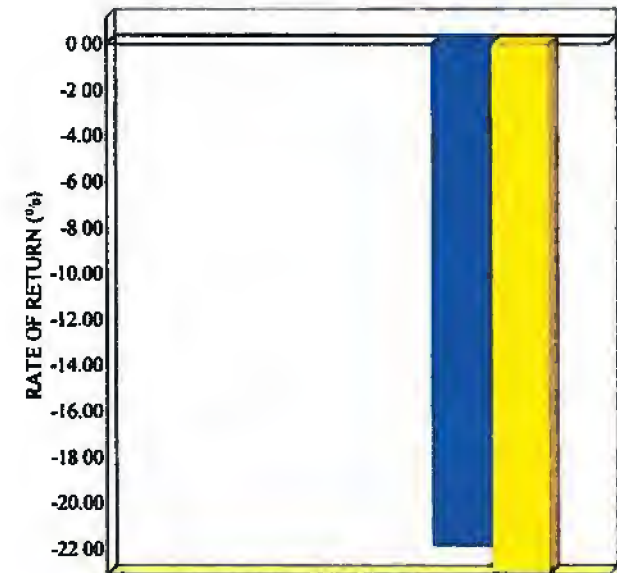
**Sanibel General Employees' Retirement Plan
Frontier Mid Cap Growth fund
Performance in Rising and Declining Markets
March 31, 2011 Through March 31, 2012**

UP MARKET PERFORMANCE



	YTD	ONE YEAR
TOTAL FUND	14.96	30.57
S&P 400 MIDCAP GRWTH	14.08	33.78
DIFFERENCE	0.88	-3.21
RATIO	1.06	0.90
UP PERIODS	3	5

DOWN MARKET PERFORMANCE



	YTD	ONE YEAR
TOTAL FUND	N/A	-21.84
S&P 400 MIDCAP GRWTH	N/A	-23.10
DIFFERENCE	N/A	1.26
RATIO	N/A	0.95
DOWN PERIODS	0	7

BCA

**Sanibel General Employees' Retirement Plan
FMI Common Stock Fund MF
Performance Profile
Through March 31, 2012**

	ENDED	RETURN
BEST QUARTER	12/2011	16.20
WORST QUARTER	9/2011	-16.05
BEST 4 QUARTERS	3/2012	8.70
WORST 4 QUARTERS	3/2012	8.70

TOTAL # OF PERIODS	12
# OF POSITIVE PERIODS:	7
# OF NEGATIVE PERIODS	5

	QUARTER TO DATE	FISCAL YTD	ONE YEAR
TOTAL FUND	10.06	27.88	8.70
RUSSELL 2000	12.44	29.83	-0.18
EXCESS	-2.38	-1.95	8.88
RISKLESS INDEX	0.01	0.01	0.07
REAL ROR	8.36	26.50	5.79

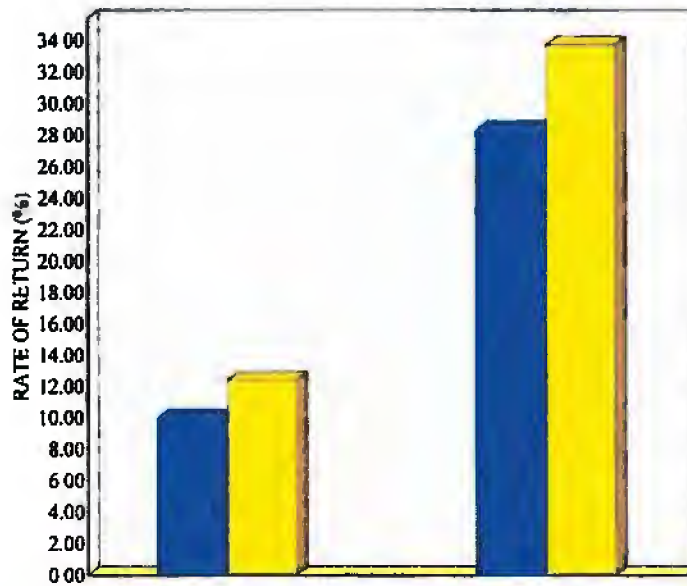
PERIOD	RETURN	UNIVERSE RANKING	STD DEV	SHARPE RATIO	ALPHA	BETA	R-SQUARED	INFO RATIO
ONE YEAR	8.70	5	17.00	0.51	8.03	0.73	95.26	1.02

*The risk benchmark for this analysis is the Russell 2000
The universe used was the Small Cap*



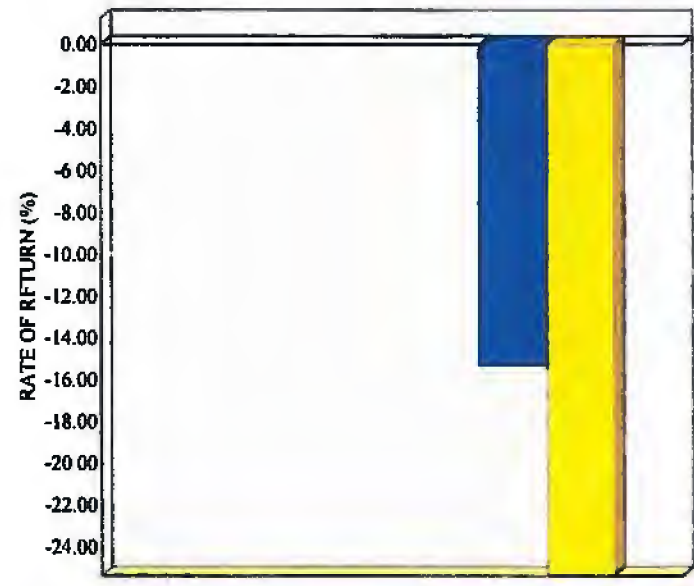
**Sanibel General Employees' Retirement Plan
FMI Common Stock Fund MF
Performance in Rising and Declining Markets
March 31, 2011 Through March 31, 2012**

UP MARKET PERFORMANCE



	YTD	ONE YEAR
TOTAL FUND	10.06	28.39
RUSSELL 2000	12.44	33.75
DIFFERENCE	-2.38	-5.36
RATIO	0.81	0.84
UP PERIODS	3	6

DOWN MARKET PERFORMANCE



	YTD	ONE YEAR
TOTAL FUND	N/A	-15.34
RUSSELL 2000	N/A	-25.37
DIFFERENCE	N/A	10.03
RATIO	N/A	0.60
DOWN PERIODS	0	6



**Sanibel General Employees' Retirement Plan
EuroPacific Growth MF
Performance Profile
Through March 31, 2012**

	ENDEO	RETURN
BEST QUARTER	9/2010	17.08
WORST QUARTER	9/2011	-20.71
BEST 4 QUARTERS	3/2011	12.89
WORST 4 QUARTERS	3/2012	-5.82

TOTAL # OF PERIODS:	24
# OF POSITIVE PERIODS:	12
# OF NEGATIVE PERIODS:	12

	QUARTER TO DATE	FISCAL YTD	ONE YEAR	TWO YEARS
TOTAL FUND	12.10	17.40	-5.82	3.11
MSCI GROSS EAFE	10.98	14.73	-5.31	2.47
EXCESS	1.12	2.66	-0.51	0.64
RISKLESS INDEX	0.01	0.01	0.07	0.11
REAL ROR	10.36	16.14	-8.34	0.37

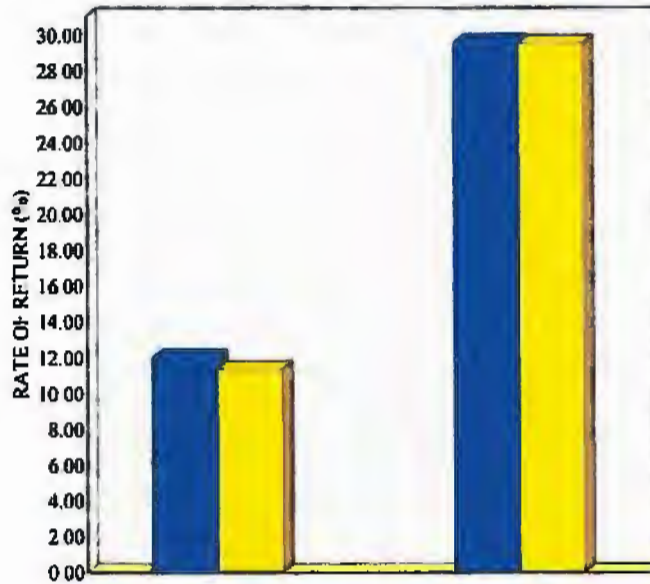
PERIOD	RETURN	UNIVERSE RANKING	STD DEV	SHARPE RATIO	ALPHA	BETA	R-SQUARED	INFO RATIO
ONE YEAR	-5.82	71	20.56	-0.29	-0.35	1.01	97.06	-0.13
TWO YEARS	3.11	69	20.03	0.15	0.70	0.96	96.71	0.12

*The risk benchmark for this analysis is the MSCI Gross EAFE
The universe used was the EAFE*



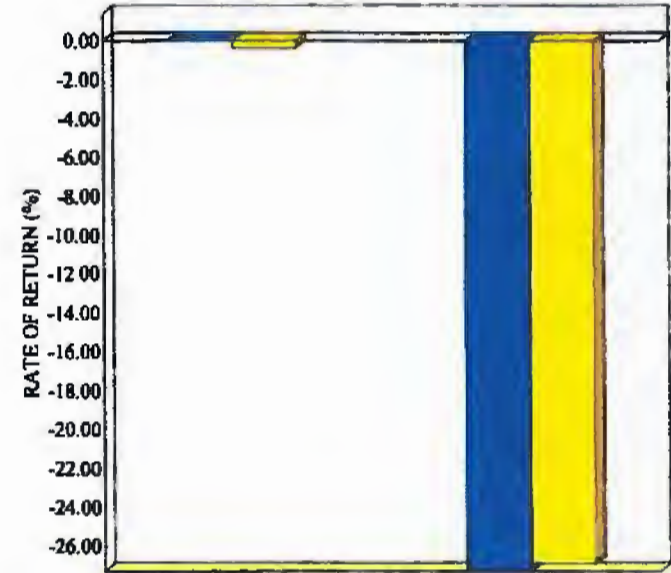
**Sanibel General Employees' Retirement Plan
EuroPacific Growth MF
Performance in Rising and Declining Markets
March 31, 2011 Through March 31, 2012**

UP MARKET PERFORMANCE



	YTD	ONE YEAR
TOTAL FUND	12.08	29.62
MSCI GROSS EAFE	11.43	29.60
DIFFERENCE	0.65	0.01
RATIO	1.06	1.00
UP PERIODS	2	4

DOWN MARKET PERFORMANCE



	YTD	ONE YEAR
TOTAL FUND	0.02	-27.34
MSCI GROSS EAFE	-0.40	-26.94
DIFFERENCE	0.42	-0.40
RATIO	-0.04	1.01
DOWN PERIODS	1	8

BCA

**Sanibel General Employees' Retirement Plan
SSI Convertibles
Performance Profile
Through March 31, 2012**

	ENDED	RETURN	TOTAL # OF PERIODS:	12
BEST QUARTER	3/2012	8.32	# OF POSITIVE PERIODS:	4
WORST QUARTER	9/2011	-14.37	# OF NEGATIVE PERIODS:	8
BEST 4 QUARTERS	3/2012	-3.63		
WORST 4 QUARTERS	3/2012	-3.63		

	QUARTER TO DATE	FISCAL YTD	ONE YEAR
TOTAL FUND	8.32	14.15	-3.63
ML CNV XI44A ALLQI AL	9.84	14.43	-0.89
EXCESS	-1.52	-0.28	-2.74
RISKLESS INDEX	0.01	0.01	0.07
REAL ROR	6.62	12.91	-6.22

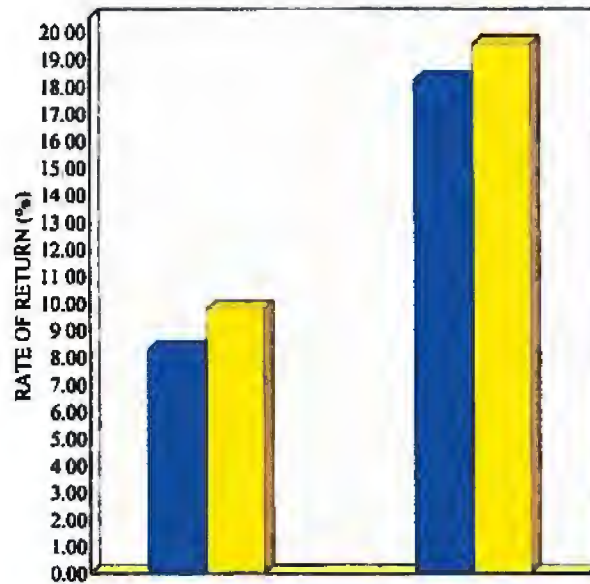
PERIOD	RETURN	UNIVERSE RANKING	STD DEV	SHARPE RATIO	ALPHA	BETA	R-SQUARED	INFO RATIO
ONE YEAR	-3.63	99	13.73	-0.27	-2.70	1.05	98.77	-1.61

*The risk benchmark for this analysis is the ML CNV XI44A AllQual
The universe used was the Convertibles*



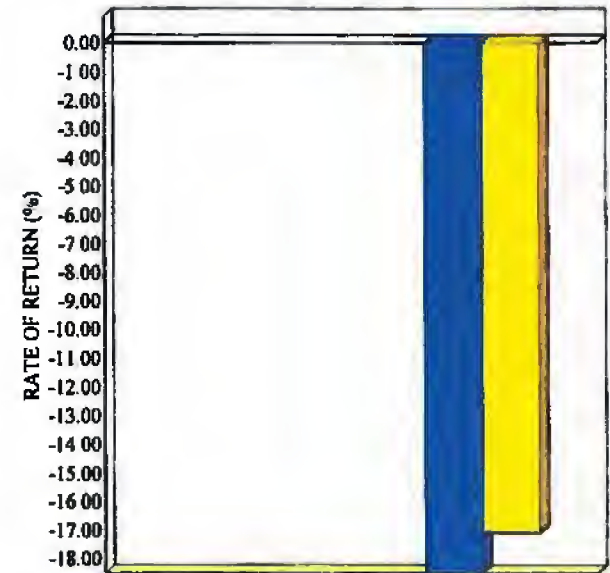
**Sanibel General Employees' Retirement Plan
SSI Convertibles
Performance in Rising and Declining Markets
March 31, 2011 Through March 31, 2012**

UP MARKET PERFORMANCE



	YTD	ONE YEAR
TOTAL FUND	8.32	18.28
ML CNV X144A ALLQUAL	9.84	19.59
DIFFERENCE	-1.52	-1.31
RATIO	0.85	0.93
UP PERIODS	3	6

DOWN MARKET PERFORMANCE



	YTD	ONE YEAR
TOTAL FUND	N/A	-18.53
ML CNV X144A ALLQUAL	N/A	-17.13
DIFFERENCE	N/A	-1.40
RATIO	N/A	1.08
DOWN PERIODS	0	6



**Sanibel General Employees' Retirement Plan
American Core Realty Fd
Performance Profile
Through March 31, 2012**

	ENDED	RETURN
BEST QUARTER	9/2010	4.56
WORST QUARTER	9/2009	-9.64
BEST 4 QUARTERS	3/2011	16.99
WORST 4 QUARTERS	3/2010	-20.23

TOTAL # OF PERIODS:	36
# OF POSITIVE PERIODS:	32
# OF NEGATIVE PERIODS:	4

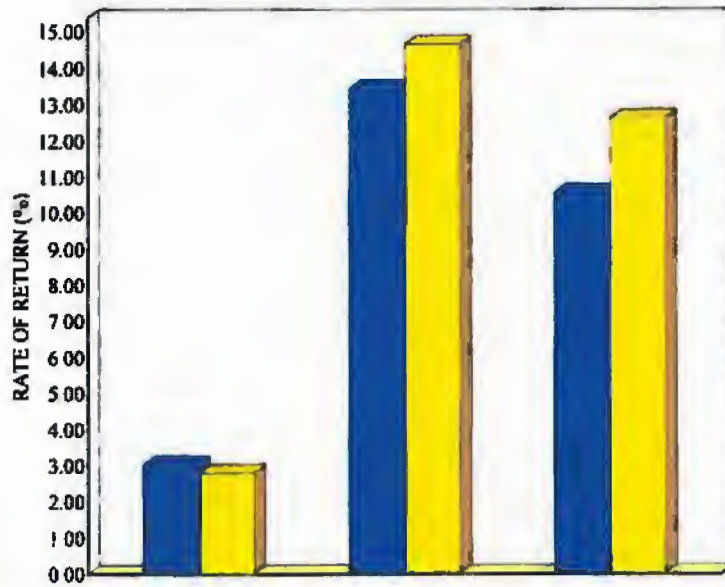
	QUARTER TO DATE	FISCAL YTD	ONE YEAR	TWO YEARS	THREE YEARS
AMERICAN CORE REALTY F	3.02	5.88	13.44	15.20	1.92
NCREIF ODCE	2.82	5.87	14.66	17.36	4.14
EXCESS	0.20	0.00	-1.22	-2.16	-2.22
RISKLESS INDEX	0.01	0.01	0.07	0.11	0.13
REAL ROR	1.41	4.73	10.44	12.17	-0.64

PERIOD	RETURN	STD DEV	SHARPE RATIO	ALPHA	BETA	R-SQUARED	INFO RATIO
ONE YEAR	13.44	5.29	2.53	0.31	0.90	98.77	-1.32
TWO YEARS	15.20	6.01	2.51	0.36	0.86	97.14	-1.37
THREE YEARS	1.92	9.47	0.19	-1.96	0.95	94.81	-0.99

The risk benchmark for this analysis is the NCREIF ODCE.

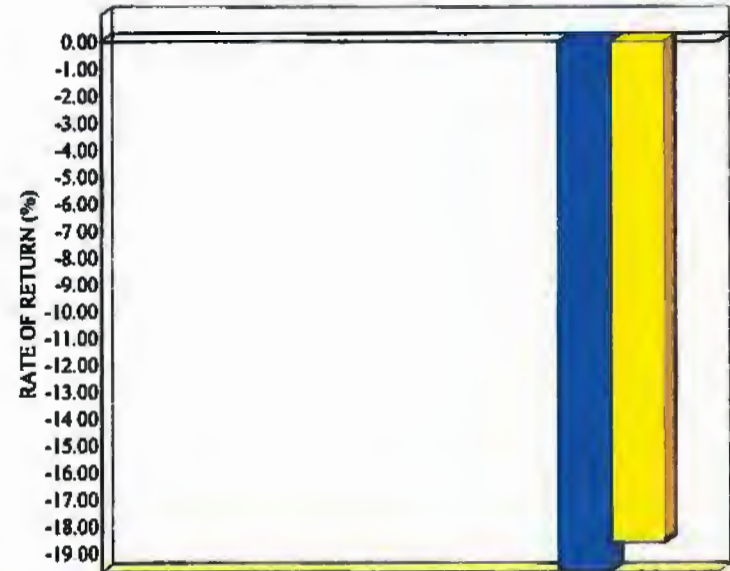
**Sanibel General Employees' Retirement Plan
American Core Realty Fd
Performance in Rising and Declining Markets
March 31, 2009 Through March 31, 2012**

UP MARKET PERFORMANCE



	YTD	ONE YEAR	THREE YEARS
TOTAL FUND	3.02	13.44	10.57
NCREIF ODCE	2.82	14.66	12.65
DIFFERENCE	0.20	-1.22	-2.08
RATIO	1.07	0.92	0.84
UP PERIODS	3	12	33

DOWN MARKET PERFORMANCE



	YTD	ONE YEAR	THREE YEARS
TOTAL FUND	N/A	N/A	-19.70
NCREIF ODCE	N/A	N/A	-18.62
DIFFERENCE	N/A	N/A	-1.07
RATIO	N/A	N/A	1.06
DOWN PERIODS	0	0	3

**Sanibel General Employees' Retirement Plan
Richmond Cap Fixed Inc
Performance Profile
Through March 31, 2012**

	ENDED	RETURN
BEST QUARTER	9/2009	5.30
WORST QUARTER	12/2010	-1.10
BEST 4 QUARTERS	3/2010	12.90
WORST 4 QUARTERS	3/2011	5.91

TOTAL # OF PERIODS	36
# OF POSITIVE PERIODS	30
# OF NEGATIVE PERIODS	6

	QUARTER TO DATE	FISCAL YTD	ONE YEAR	TWO YEARS	THREE YEARS
TOTAL FUND	1.10	2.29	7.96	6.93	8.88
BC AGGREGATE	0.30	1.43	7.71	6.41	6.84
EXCESS	0.79	0.87	0.25	0.52	2.05
RISKLESS INDEX	0.01	0.01	0.07	0.11	0.13
REAL ROR	-0.51	1.17	5.10	4.08	6.18

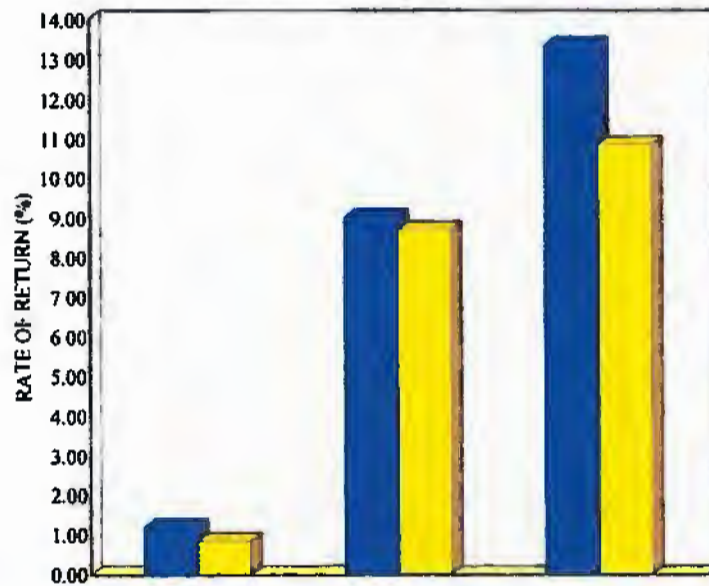
PERIOD	RETURN	UNIVERSE RANKING	STD DEV	SHARPE RATIO	ALPHA	BETA	R-SQUARED	INFO RATIO
ONE YEAR	7.96	31	2.42	3.27	0.80	0.92	90.42	0.29
TWO YEARS	6.93	40	2.51	2.71	0.81	0.95	93.28	0.74
THREE YEARS	8.88	37	4.30	2.03	2.21	0.96	35.39	0.56

*The risk benchmark for this analysis is the BC Aggregate
The universe used was the Fixed Income*



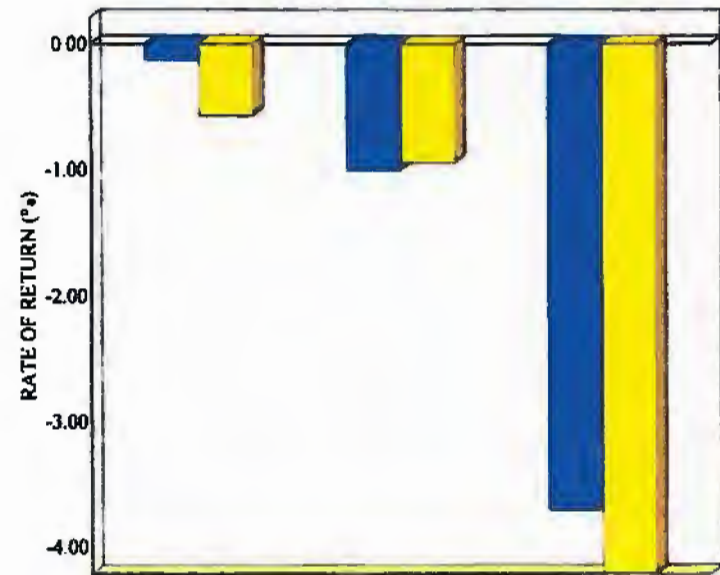
**Sanibel General Employees' Retirement Plan
 Richmond Cap Fixed Inc
 Performance in Rising and Declining Markets
 March 31, 2009 Through March 31, 2012**

UP MARKET PERFORMANCE



	YTD	ONE YEAR	THREE YEARS
TOTAL FUND	1.23	9.05	13.38
BC AGGREGATE	0.88	8.74	10.90
DIFFERENCE	0.35	0.31	2.48
RATIO	1.40	1.04	1.23
UP PERIODS	1	8	28

DOWN MARKET PERFORMANCE



	YTD	ONE YEAR	THREE YEARS
TOTAL FUND	-0.13	-1.00	-3.71
BC AGGREGATE	-0.57	-0.95	-4.21
DIFFERENCE	0.44	-0.05	0.51
RATIO	0.23	1.06	0.88
DOWN PERIODS	2	4	8

**Sanibel General Employees' Retirement Plan
 Richmond Cap TIPS
 Performance Profile
 Through March 31, 2012**

	ENDED	RETURN
BEST QUARTER	6/2011	2.86
WORST QUARTER	3/2012	1.37
BEST 4 QUARTERS	3/2012	7.91
WORST 4 QUARTERS	3/2012	7.91

TOTAL # OF PERIODS:	12
# OF POSITIVE PERIODS:	8
# OF NEGATIVE PERIODS:	4

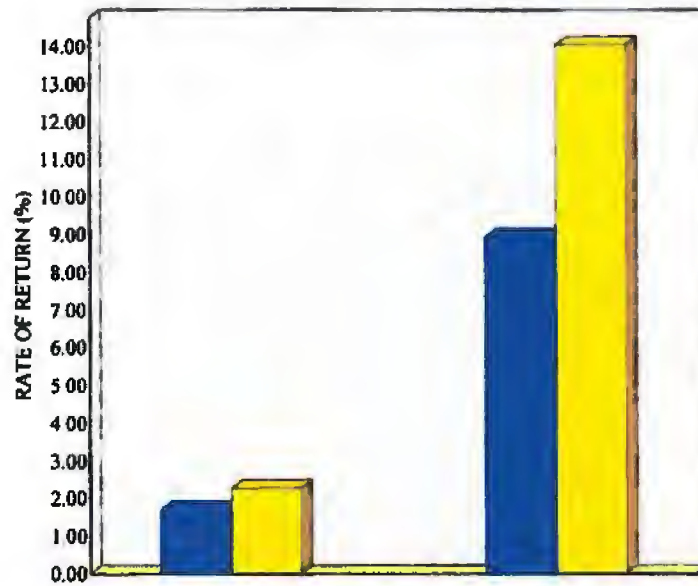
	QUARTER TO DATE	FISCAL YTD	ONE YEAR
RICHMOND CAP TIPS	1.37	3.09	7.91
BC TIPS	0.86	3.57	12.20
EXCESS	0.51	-0.48	-4.30
RISKLESS INDEX	0.01	0.01	0.07
REAL ROR	-0.24	1.96	5.04

PERIOD	RETURN	STD DEV	SHARPE RATIO	ALPHA	BETA	R-SQUARED	INFO RATIO
ONE YEAR	7.91	3.37	2.33	-0.28	0.68	91.06	-2.17

The risk benchmark for this analysis is the BC TIPS

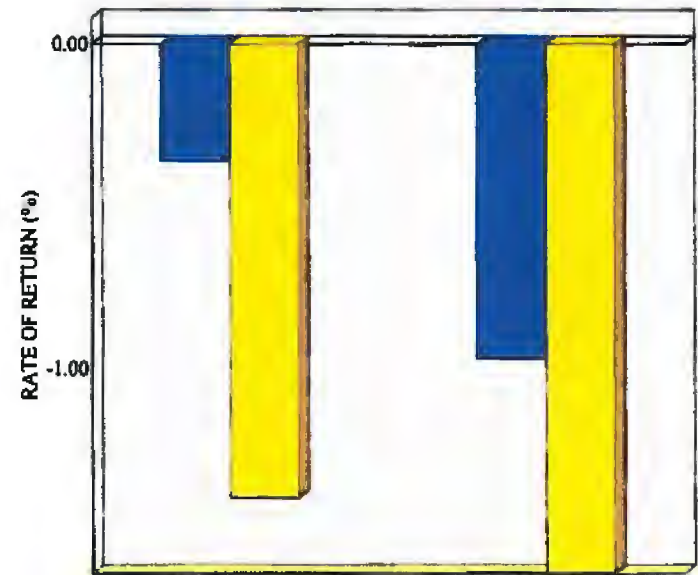
**Sanibel General Employees' Retirement Plan
 Richmond Cap TIPS
 Performance in Rising and Declining Markets
 March 31, 2011 Through March 31, 2012**

UP MARKET PERFORMANCE



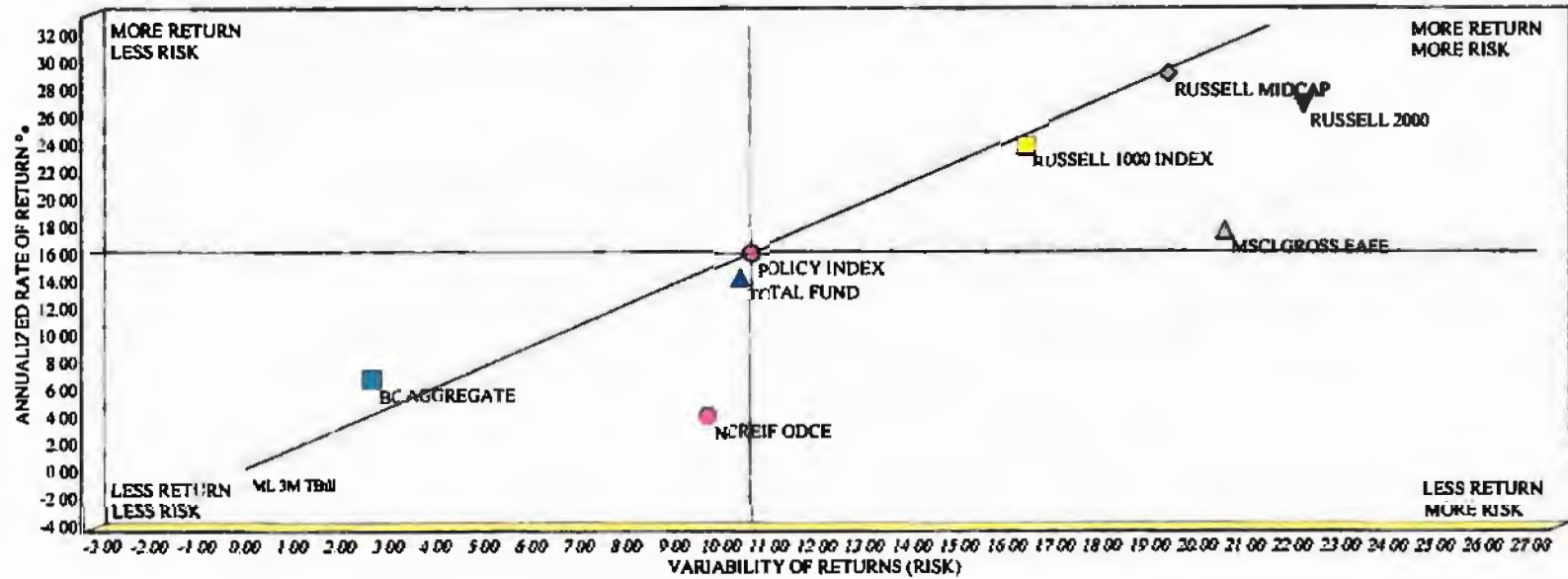
	YTD	ONE YEAR
TOTAL FUND	1.74	8.96
BC TIPS	2.29	14.07
DIFFERENCE	-0.55	-5.10
RATIO	0.76	0.64
UP PERIODS	1	9

DOWN MARKET PERFORMANCE



	YTD	ONE YEAR
TOTAL FUND	-0.36	-0.97
BC TIPS	-1.40	-1.63
DIFFERENCE	1.04	0.66
RATIO	0.26	0.59
DOWN PERIODS	2	3

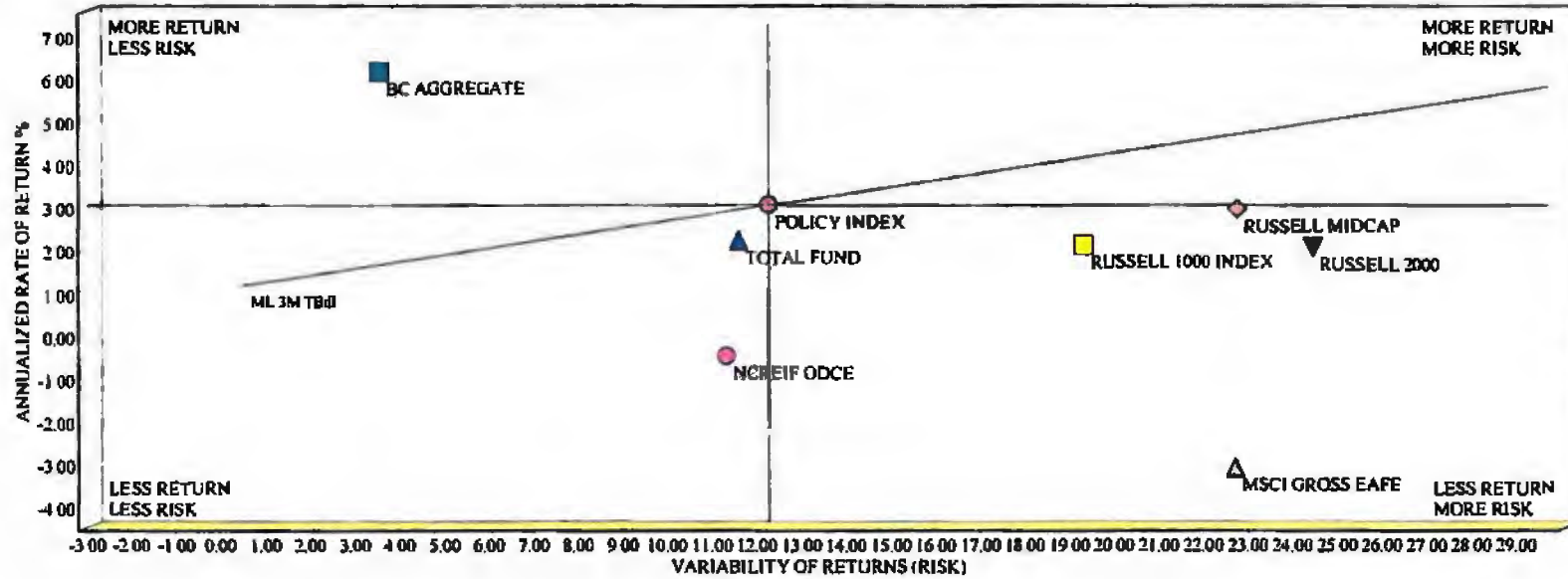
**Sanibel General Employees' Retirement Plan
Total Fund
Capital Market Line
March 31, 2009 Through March 31, 2012**



	RETURN	STD DEV	BETA	ALPHA	R-SQUARED
▲ TOTAL FUND	14.35	10.40	0.68	3.40	47.86
● POLICY INDEX	16.13	10.62	1.00	0.00	100.00
■ RUSSELL 1000 INDEX	24.03	16.42	1.00	0.00	100.00
▼ RUSSELL 2000	26.90	22.27	1.00	0.00	100.00
◆ RUSSELL MIDCAP	29.13	19.42	1.00	0.00	100.00
▲ MSCI GROSS EAFE	17.68	20.61	1.00	0.00	100.00
● NCREIF ODCE	4.14	9.70	1.00	0.00	100.00
■ BC AGGREGATE	6.84	3.66	1.00	0.00	100.00



**Sanibel General Employees' Retirement Plan
Total Fund
Capital Market Line
March 31, 2007 Through March 31, 2012**

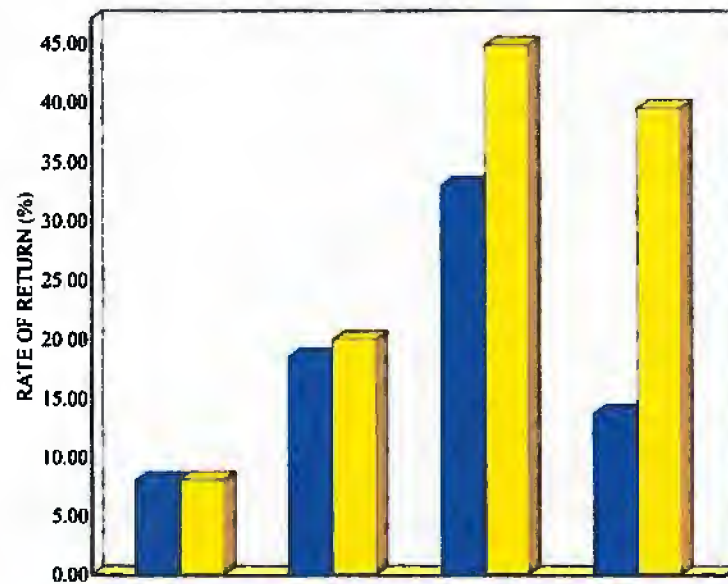


	RETURN	STD DEV	BETA	ALPHA	R-SQUARED
▲ TOTAL FUND	2.29	11.63	0.36	0.78	14.84
● POLICY INDEX	3.11	12.29	1.00	0.00	100.00
■ RUSSELL 1000 INDEX	2.19	19.34	1.00	0.00	100.00
▼ RUSSELL 2000	2.13	24.47	1.00	0.00	100.00
◆ RUSSELL MIDCAP	3.03	22.77	1.00	0.00	100.00
△ MSCI GROSS EAFE	-3.04	22.73	1.00	0.00	100.00
● NCREIF ODCE	-0.43	11.34	1.00	0.00	100.00
■ BC AGGREGATE	6.25	3.57	1.00	0.00	100.00



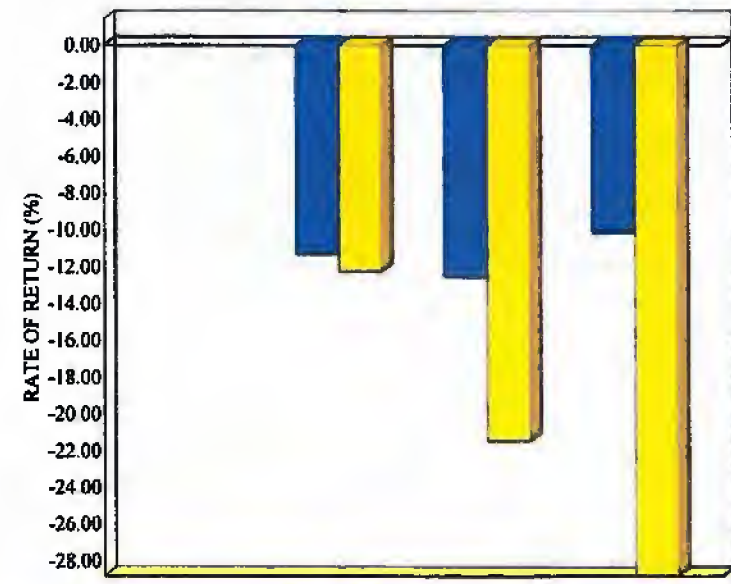
**Sanibel General Employees' Retirement Plan
Total Fund
Performance in Rising and Declining Markets
March 31, 2007 Through March 31, 2012**

UP MARKET PERFORMANCE



	YTD	ONE YEAR	THREE YEARS	FIVE YEARS
TOTAL FUND	8.08	18.60	33.08	13.78
POLICY INDEX	8.14	20.03	44.89	39.60
DIFFERENCE	-0.06	-1.44	-11.82	-25.82
RATIO	0.99	0.93	0.74	0.35
UP PERIODS	3	6	23	33

DOWN MARKET PERFORMANCE



	YTD	ONE YEAR	THREE YEARS	FIVE YEARS
TOTAL FUND	N/A	-11.35	-12.97	-10.19
POLICY INDEX	N/A	-12.28	-21.50	-28.81
DIFFERENCE	N/A	0.93	8.93	18.61
RATIO	N/A	0.92	0.58	0.35
DOWN PERIODS	0	6	13	27



Sanibel General Employees' Retirement Plan Glossary of Terms

- ACCRUED INTEREST- Bond interest earned since the last interest payment, but not yet received.
- ALPHA- A linear regressive constant that measures expected return independent of Beta.
- ASSET ALLOCATION- The division of portfolio asset classes in order to achieve an expected investment objective.
- BALANCED UNIVERSES - BNY Mellon Public Funds, Endowments & Foundations, Corporate peer groups, and PSN peer groups.
- BETA- A measure of portfolio sensitivity (volatility) in relation to the market, based upon past experience.
- BOND DURATION- A measure of portfolio sensitivity to interest rate risk.
- COMMINGLED FUND- An investment fund which is similar to a mutual fund in that investors are permitted to purchase and redeem units that represent ownership in a pool of securities.
- CONVERTIBLE BONDS - Hybrid securities' that offer equity returns during rising equity markets and improved down-market protection.
- CORE- An equal weighting in both growth and value stocks.
- CORRELATION COEFFICIENT- A measure of how two assets move together. The measure is bounded by +1 and -1; +1 means that the two assets move together positively, while a measure of -1 means that the assets are perfectly negatively correlated.
- GROWTH MANAGER- Generally invests in companies that have either experienced above-average growth rates and/or are expected to experience above-average growth rates in the future. Growth portfolios tend to have high price/earnings ratios and generally pay little to no dividends.
- INDEXES- Indexes are used as "independent representations of markets" (e.g., S&P 500).
- INFORMATION RATIO- Annualized excess return above the benchmark relative to the annualized tracking error.
- LARGE CAP- Generally, the term refers to a company that has a market capitalization that exceeds \$10 billion.
- MANAGER UNIVERSE- A collection of quarterly investment returns from various investment management firms that may be subdivided by style (e.g. growth, value, core).
- MID CAP- Generally, the term refers to a company that has a market capitalization between \$2 and \$10 billion.
- NCREIF - A quarterly time series composite total rate of return measure of investment performance of a large pool of individual commercial real estate properties acquired in the private market for investment purposes only.
- NCREIF ODCE - Open End Diversified Core Equity index which consists of historical and current returns from 26 open-end commingled funds pursuing co



Sanibel General Employees' Retirement Plan Glossary of Terms

-NET- Investment return accounts only for manager fees.

-PROTECTING FLORIDA INVESTMENT ACT (PFIA) - SBA publishes a list of prohibited investments (scrutinized companies).

-RATE OF RETURN- The percentage change in the value of an investment in a portfolio over a specified time period, excluding contributions.

-RISK MEASURES- Measures of the investment risk level, including beta, credit, duration, standard deviation, and others that are based on current and historical data.

-R-SQUARED- Measures how closely portfolio returns and those of the market are correlated, or how much variation in the portfolio returns may be explained by the market. An R2 of 40 means that 40% of the variation in a fund's price changes could be attributed to changes in the market index over the time period.

-SHARPE RATIO- The ratio of the rate of return earned above the risk-free rate to the standard deviation of the portfolio. It measures the number of units of return per unit of risk.

-SMALL CAP- Generally refers to a company with a market capitalization \$300 million to \$2 billion.

-STANDARD DEVIATION- Measure of the variability (dispersion) of historical returns around the mean. It measures how much exposure to volatility was experienced by the implementation of an investment strategy.

-SYSTEMATIC RISK- Measured by beta, it is the risk that cannot be diversified away (market risk).

- TIME WEIGHTED (TW) RETURN - A measure of the investments versus the investor. When there are no flows the TW & DOLLAR weighted (DW) returns are the same and vice versa.

-TRACKING ERROR- A measure of how closely a manager's performance tracks an index; it is the annualized standard deviation of the differences between the quarterly returns for the manager and the benchmark.

-TREYNOR RATIO- A measure of reward per unit of risk. (excess return divided by beta)

-UP AND DOWN-MARKET CAPTURE RATIO- Ratio that illustrates how a manager performed relative to the market during rising and declining market periods.

-VALUE MANAGER- Generally invests in companies that have low price-to-earnings and price-to-book ratios and/or above-average dividend yields.



Sanibel General Employees' Retirement Plan Disclosure

Advisory services are offered through or by Burgess Chambers and Associates, Inc., a registered SEC investment advisor.

Performance Reporting:

1. **Changes in portfolio valuations due to capital gains or losses, dividends, interest, income and management fees are included in the calculation of returns.** All calculations are made in accordance with generally accepted industry standards.

2. **Transaction costs, such as commissions, are included in the purchase cost or deducted from the proceeds or sale of a security.**

Differences in transaction costs may affect comparisons.

3. **Individual client returns may vary due to a variety of factors, including differences in investment objectives, asset allocating and timing of investment decisions.**

4. **BCA does not have discretion or decision making authority over any investments. All decisions regarding investment manager selection and retention, asset allocation, and other investment policies were made by the client. While BCA provides recommendations and choices regarding suitable investments, not all clients take these recommendations or select from the choices offered.**

5. **Performance reports are generated from information supplied by the client, custodian, and/or investment managers. BCA relies upon the accuracy of this data when preparing reports.**

6. **The market indexes do not include transaction costs, and an investment in a product similar to the index would have lower performance dependent upon costs, fees, dividend reinvestments, and timing. Benchmarks and indexes are for comparison purposes only, and there is no assurance or guarantee that such performance will be achieved.**

7. **Performance information prepared by third party sources may differ from that shown by BCA. These differences may be due to different methods of analysis, different time periods being evaluated, different pricing sources for securities, treatment of accrued income, treatment of cash, and different accounting procedures.**

8. **Certain valuations, such as alternative assets, ETF, and mutual funds, are prepared based on information from third party sources, the accuracy of such information cannot be guaranteed by BCA. Such data may include estimates and maybe be subject to revision.**

9. **BCA has not reviewed the risks of individual security holdings.**

The firm's ADV, Part II, is available upon request.

10. **BCA investment reports are not indicative of future results.**





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May, 2012



Fixed Income Analysis

Situation

Overview

- The Sanibel General Employees' Pension Fund has 30 percent allocation to fixed income.
- Due to the extraordinary measures taken by the Federal Reserve Bank, interest rate is at historically lows.
- As interest rate rise due to inflationary expectations and tightening monetary policy, bond valuations are expected to decline.

Problem

- How do you substitute fixed income with other asset classes, without increasing the overall risk profile of the pension plan?

Solutions

- Lower the duration.
- Identify low volatility substitutes.
- Reduce fixed income exposure.



Analysis

- Rising interest rates are associated with inflation expectations, as investors demand higher nominal yields to capture the same real (after inflation) yields. A bond portfolio's sensitivity to interest rate change is measured by duration. A 4-year duration portfolio having a 4.5% yield would be expected to earn +0.5% during a 1% rise in rates.
- TIPS will perform better than bonds if rising rates are associated with increased inflation (CPI).
- Short-term bonds (1-3 year) having a lower duration would perform better than intermediate-term bonds as rates rise.
- High yield bonds would perform better than investment grade bonds, especially during periods of narrowing yield spreads, but not during times of market duress.
- Private real estate returns have a slightly negative correlation to investment grade and high yield bond.



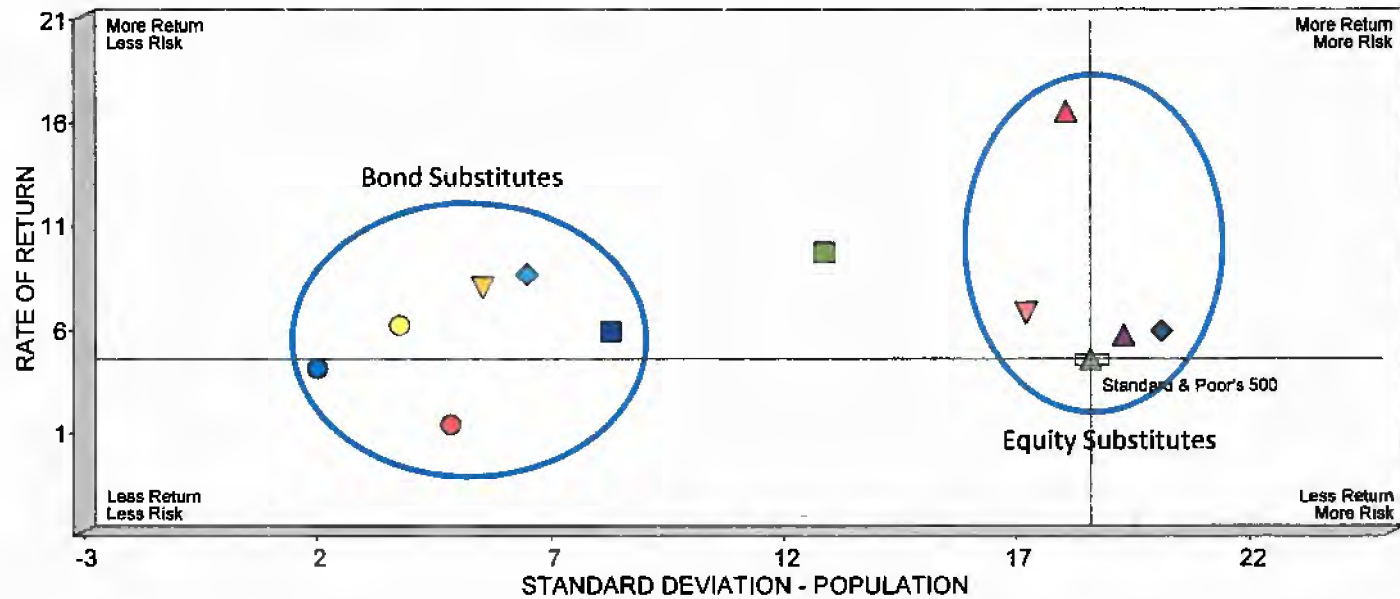
Correlation

Description	#	1	2	3	4	5	6	7	8	9	10	11	12
Alerian MLP Index	1	1.00											
Barclays 1-3 Year Govt/Credit	2	-0.19	1.00										
Barclays High Yield US Corporate	3	0.84	-0.17	1.00									
Barclays US Treasury Inflation Notes	4	0.20	0.51	0.14	1.00								
Dow Jones UBS Commodity Index	5	0.55	-0.13	0.52	0.24	1.00							
Dow Jones U.S. Select Dividend	6	0.49	-0.26	0.59	-0.22	0.22	1.00						
HFRX (Hedge Fund) Absolute Return Index	7	0.55	-0.25	0.42	0.15	0.62	0.28	1.00					
Merrill Lynch Invest Grade US Convert Bonds	8	0.65	-0.10	0.78	-0.03	0.49	0.47	0.40	1.00				
MSCI US IMI/Utilities	9	0.64	-0.26	0.59	-0.06	0.44	0.61	0.42	0.53	1.00			
NCREIF National Property Index	10	0.04	-0.23	-0.05	0.06	0.30	0.28	0.52	-0.10	0.29	1.00		
Standard & Poor's 500	11	0.66	-0.34	0.79	-0.20	0.44	0.85	0.46	0.81	0.73	0.24	1.00	
Barclays Aggregate	12	-0.09	0.81	-0.12	0.63	-0.23	-0.17	-0.31	-0.17	-0.10	-0.17	-0.33	1.00



Source: PSN (March 2002 – March 2012)

Risk / Reward



	ROR	Std Dev Pop	Alpha	Beta	R-Squared
▲ Alenen MLP Index	15.99	17.82	12.95	0.64	0.44
● Barclays 1-3 Year Gov/Credit	3.66	1.77	2.00	-0.03	0.09
■ Barclays High Yield US Corporate	9.24	12.83	5.89	0.55	0.62
▼ Barclays US Treasury Inflation Notes	7.51	5.32	6.04	-0.05	0.03
◆ Dow Jones UBS Commodity Index	5.49	19.86	3.91	0.47	0.19
▲ Dow Jones U.S. Select Dividend	5.29	19.07	1.75	0.89	0.73
● HFRX Absolute Return Index	1.02	4.62	-1.09	0.11	0.23
▼ Merrill Lynch Invest Grade US Convert Bonds	5.40	8.03	2.44	0.36	0.65
▼ MSCI US IMI/Utilities	6.30	16.96	3.21	0.67	0.54
◆ NCREIF National Property Index	6.17	6.25	6.21	0.08	0.06
▲ Standard & Poor's 500	4.12	18.35	0.00	1.00	1.00
● Barclays Aggregate	5.80	3.50	4.28	-0.06	0.09



Source: PSN (March 2002 – March 2012)

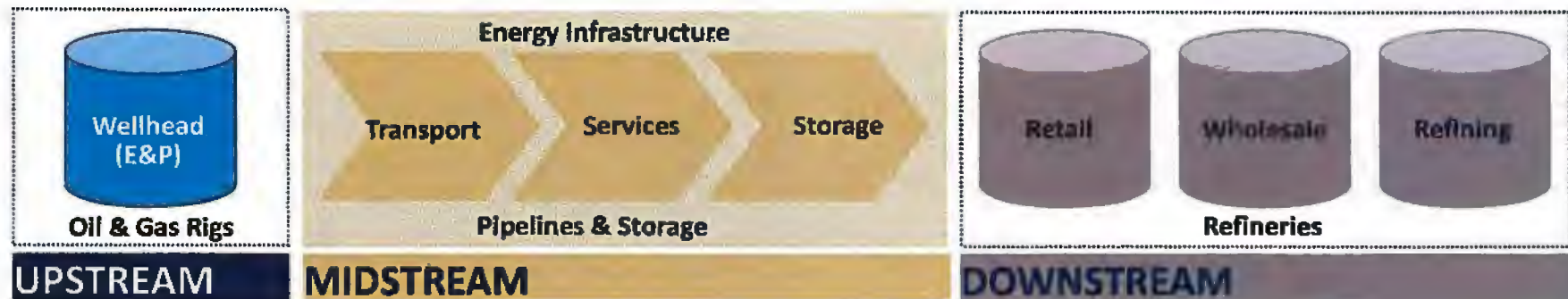
MLP Analysis



MLP Investments

Most managers prefer to invest in Energy Infrastructure (Midstream)

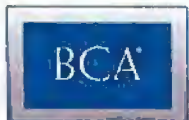
Approximately \$200 Billion & 75 issues.



Midstream activities include **gathering** (moving crude oil or raw natural gas via low pressure pipelines to plants for processing) **dehydration & treating** of natural gas; **gas processing & fractionation**; **oil & natural gas storage**; and **transportation**

Why Midstream assets (largest of the 3 segments):

- Stable cash flows
- Durability of cash flows
- Delinkage to commodities
- Tenure of contracts





Asset Category Stress Test MLP, Stocks & Bonds

Period: 12/2001-12/2011

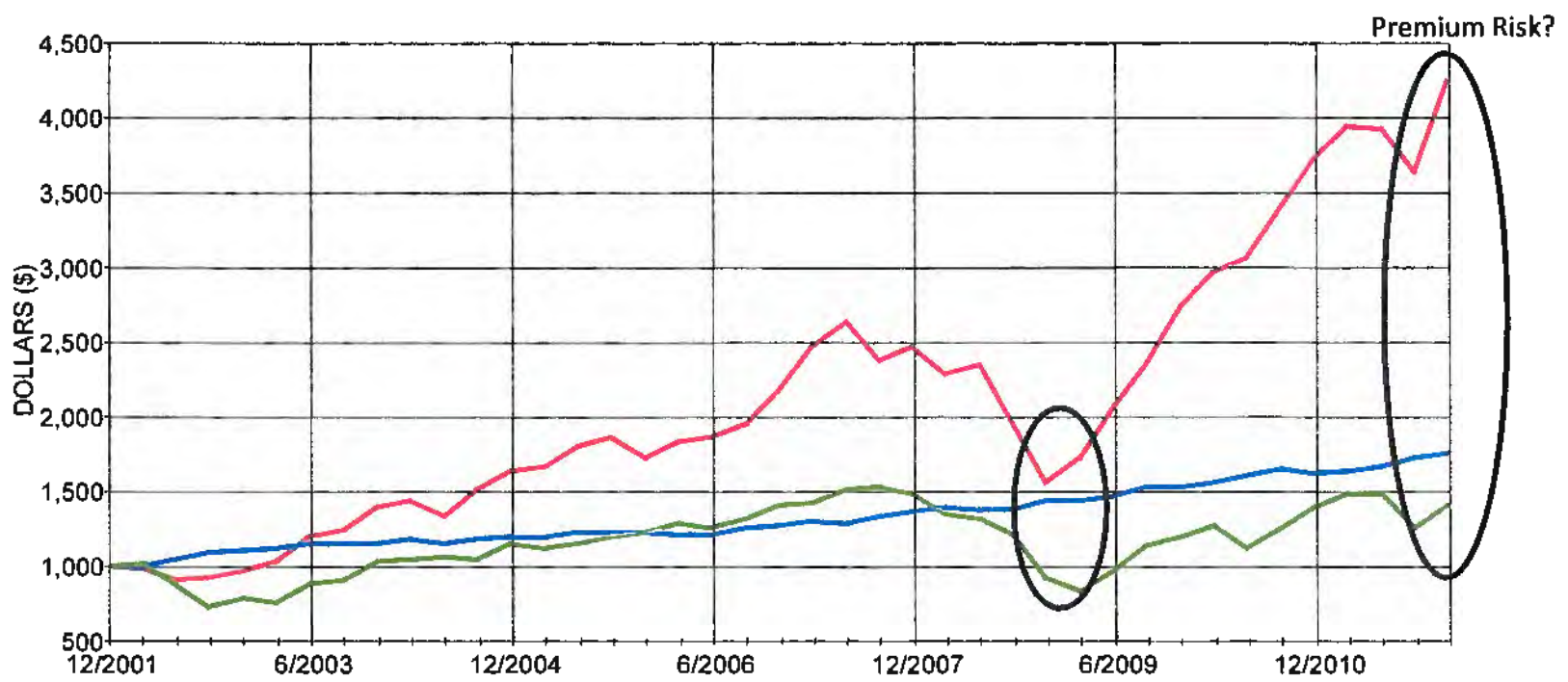
	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002
Best	Alerian MLP Index	Alerian MLP Index	Alerian MLP Index	Barclays Agg Index	Alerian MLP Index	Alerian MLP Index	Alerian MLP Index	Alerian MLP Index	Alerian MLP Index	Barclays Agg Index
	13.86	35.85	76.45	5.24	12.74	26.06	6.32	16.67	44.54	10.27
	Barclays Agg Index	Rus 3000 Index	Rus 3000 Index	Alerian MLP Index	Barclays Agg Index	Rus 3000 Index	Rus 3000 Index	Rus 3000 Index	Rus 3000 Index	Alerian MLP Index
	7.84	16.93	28.34	-36.93	6.96	15.72	6.12	11.95	31.06	-3.37
Worst	Rus 3000 Index	Barclays Agg Index	Barclays Agg Index	Rus 3000 Index	Rus 3000 Index	Barclays Agg Index	Barclays Agg Index	Barclays Agg Index	Barclays Agg Index	Rus 3000 Index
	1.03	6.54	5.93	-37.31	5.14	4.33	2.43	4.34	4.11	-21.54

Best/Worst Returns
Period: 12/2001-12/2011 Rolling 3 Years

	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002
Best	Rus 3000 Index	Rus 3000 Index	Alerian MLP Index	Alerian MLP Index	Alerian MLP Index	Alerian MLP Index	Alerian MLP Index	Rus 3000 Index	Rus 3000 Index	Rus 3000 Index
	3.34	23.74	25.07	20.25	12.52	12.24	13.04	18.81	22.35	21.14
	Alerian MLP Index	Alerian MLP Index	Rus 3000 Index	Rus 3000 Index	Rus 3000 Index	Rus 3000 Index	Rus 3000 Index	Alerian MLP Index	Alerian MLP Index	Alerian MLP Index
	21.02	23.62	24.4	15.82	7.51	8.66	11.30	13.57	12.63	16.06
Worst	Barclays Agg Index	Barclays Agg Index	Barclays Agg Index	Barclays Agg Index	Barclays Agg Index	Barclays Agg Index	Barclays Agg Index	Barclays Agg Index	Barclays Agg Index	Barclays Agg Index
	3.34	3.67	3.38	3.56	3.08	3.54	3.19	3.66	3.51	3.37



Growth of an Investment MLP, Stocks & Bonds December 2001 – December 2011

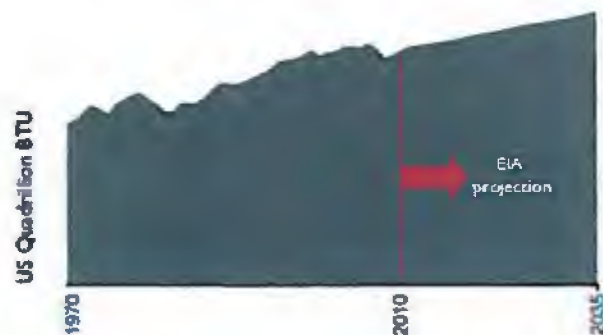


	Latest Quarter	1 Year	2 Years	3 Years	5 Years	10 Years
Alerian MLP Index	1,163	1,139	1,547	2,729	1,941	4,239
Barclays Capital Aggregate	1,011	1,076	1,149	1,217	1,370	1,754
Russell 3000	1,121	1,010	1,181	1,516	999	1,413

- Yield spreads are +100 bps above BBB rated bonds.
- Yield spreads are +400 bps above Treasuries.



MLP Analysis Growth Drivers



Source: Energy Information Administration, Credit Suisse and TCA estimates

Demand Growth

- US consumption follows population growth
- Relatively inelastic demand
- Producer Price Index (PPI) escalators adjust certain tariffs

Organic Growth

- ~\$20 billion in new projects expected 2011-13
- Long-term impact of shale gas supply basin build-out
- Necessary upgrades to existing system

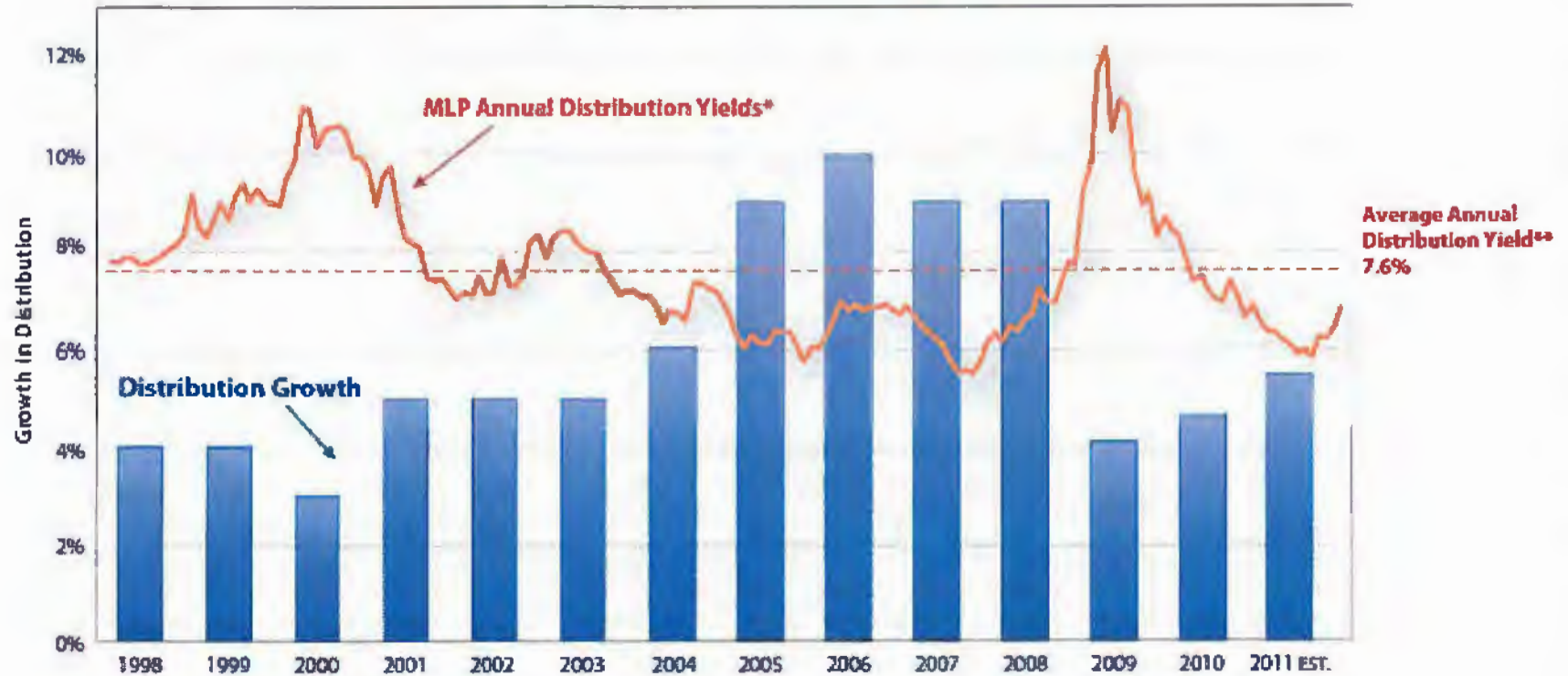
M&A Growth

- ~\$35 billion in new acquisitions expected in 2011-13
- MLPs own approximately 50% of assets suitable for the structure
- Integrated energy companies motivated to migrate assets into tax efficient structure.

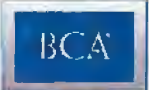


MLP Analysis Distribution Yield

Growth of Annual Distributions—Alerian MLP Index



* This is not the total distribution but the percentage of increase in distributions each year. Source: CII January 2009, and Wells Fargo Securities MLP Monthly January 2010
** Yield taken from January 31, 1998 through August 8, 2011. Divid and yield is only one component of total return. Past performance is not a guarantee of future returns.
See important disclosures and definitions at end of presentation. Created with Zephyr StyleADVISOR.



MLP Equity Issuance & Benchmark Characteristics

Alerian Index Sectors

- Petroleum Transportation 42.8%
- Natural Gas Pipelines 32.0
- Gathering & Processing 24.4
- Other | Refining 0.8

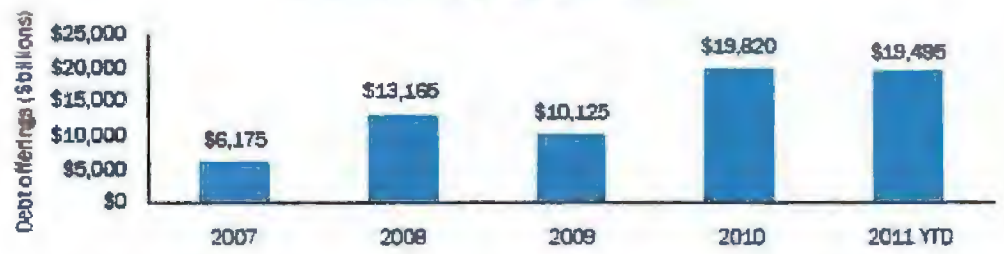
Alerian Index Characteristics

- No. of Companies 25
- Market Capitalization \$160 BB
- Medium Market Cap \$3.6 BB
- Weight of Top 10 Holdings 65.7%

MLP Equity Issuances



MLP Debt Issuances



Source: ERM



MLP Investment Vehicles

Investment Option	Tax Classification	Avoids Double-Taxation ¹	Portion of Income Received as Return of Capital ²	Tax Reporting	Active Management
Managed Account (SMA)	Partnership	Yes	Yes	K-1	Yes
Direct MLP Investment	Partnership	Yes	Yes	K-1	No
Closed-End Fund-Corporation	Taxable Corporation	No	No	1099	Yes
Open-End MLP Mutual Fund: Corporation	Taxable Corporation	No	No	1099	Yes
Exchange-Trade Fund (ETF): Corporation	Taxable Corporation	No	No	1099	No
Exchange-Traded Note (ETN)	Prepaid Forward Contract	Yes	No	1099	No

- Most suitable investment vehicle for tax-exempt institutions: Managed Account
- Most suitable investment vehicle for taxable institutions: Closed-end, Open-end or Exchange Traded Fund.



Exhibits

EV/EBITDA Multiple Screens Elevated Currently



Source: Company data, Morgan Stanley Research

MLP P/DCF Multiple (forward four quarters) MLPs are trading above historical average



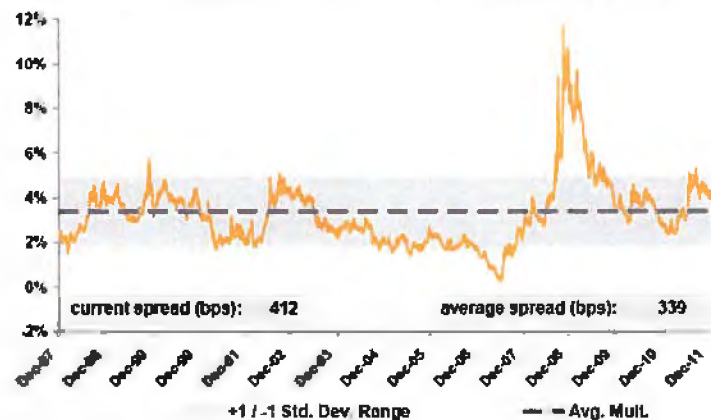
Source: Company data, Morgan Stanley Research



Exhibits

MLP Yields / 10-Yr Treasury Spread

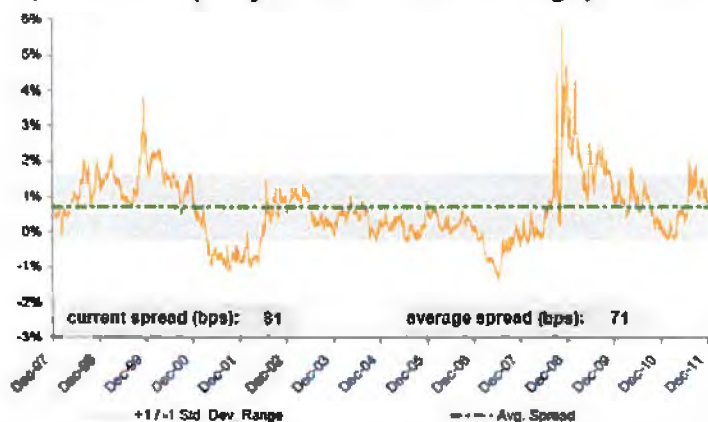
Less relevant as of late given MLP growth potential



Source: Company data, Morgan Stanley Research

MLP Yields Closely Track Baa Bonds

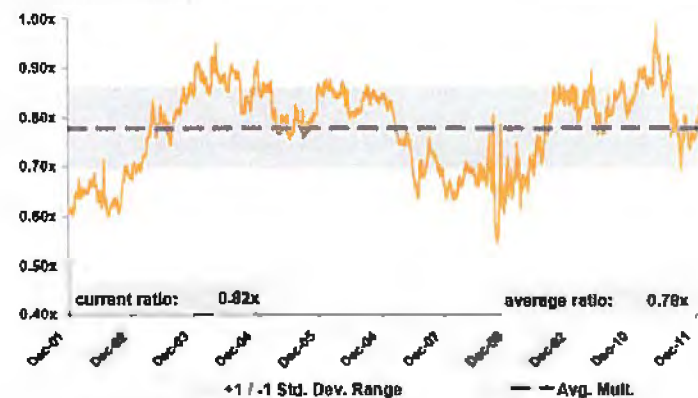
Top 50 MLPs (not just MS under coverage)



Source: Company data, Morgan Stanley Research

MLP / High Yield Index Ratio

A higher ratio indicates MLP yields are cheaper (on a relative basis)



Source: Company data, Morgan Stanley Research



Potential Risks

Investment Risk: Equity like volatility

Liquidity: Depends on the structure of the investment vehicle, MLP investments may be liquid.

Sector Risk: High concentration among the largest companies.

Geopolitical Risk: Investments are object to political influences.

Reinvestment Risk: Funds may be unable to find a sufficient number of attractive opportunities to meet their objectives. Time sensitive reinvestment risk applies.

Tax Risk: There are number of US Federal Income tax consequences. Investors should review them carefully.

Hedging: MLPs may choose to hedge interest rate, credit and other exposures. Investment managers may also choose to hedge similar risks.

Derivatives: Exchange and OTC options, CDS and total return swaps are used directly and indirectly, by the MLP and the investment manager.

Other: Managers may invest in private placements and other “alternative” & illiquid vehicles.

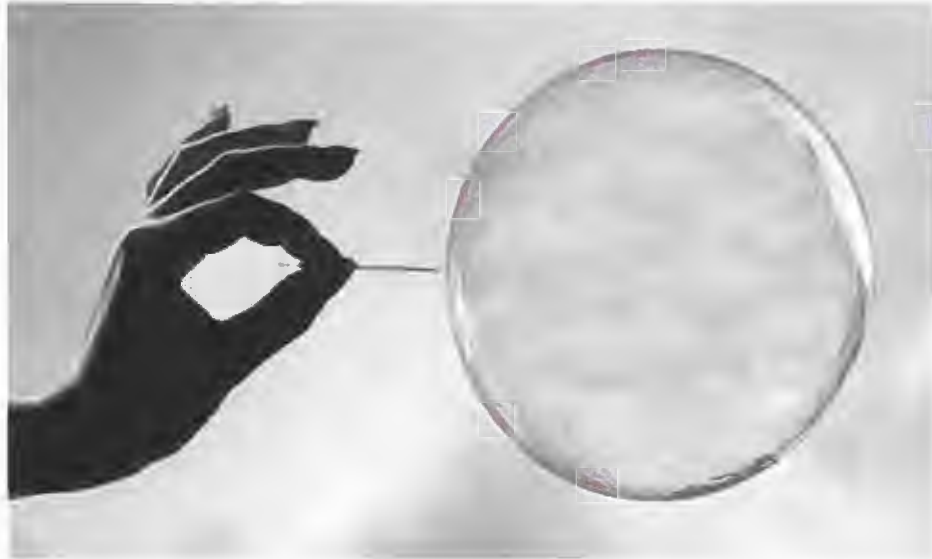
Definitions



Bond Alternatives

Other Asset Classes:

Absolute Return Strategies
CD, CDARS & Money Market
Commodities
Convertibles Securities
Direct Real Estate
Equity-Income
GIC
High Yield
TIPS & CIPS



Absolute Return Strategies

Absolute Return (Hedge Funds)

The manager of a hedge fund has the freedom to be long and/or short and to use the widest possible range of financial instruments to implement the investment strategy.

Popular Strategies:

- Relative Value / Arbitrage
- Equity Hedge (Long/Short)
- Global Macro
- Event Driven
- Trading



Certificate of Deposit (CD), CDARS & Money Market Securities

Certificate of Deposit (CD)

FDIC insures CDs up to \$250,000. CDs are illiquid during the life of the deposit.

CDARS

Certificate of Deposit Account Registry Service provides access to a pool of CDs and provides FDIC insurance greater than \$250,000.

Money Market Securities

MMKT securities are considered cash equivalents with a unit value of \$1.0. This investment vehicle is offered using a variety of investment quality securities, which determines the yield.

iMoneyNet Money Fund Averages™

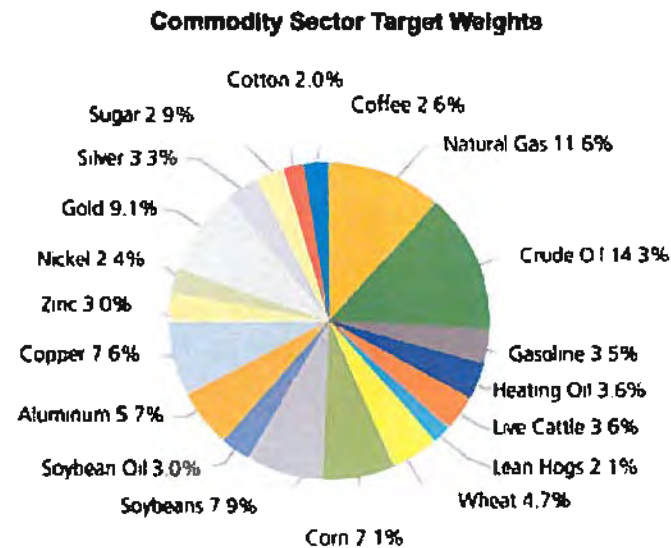
Taxable (01/11/11)	%	Tax-Free (01/10/11)	%
7-Day Net Simple	0.03	7-Day Net Simple	0.03
30-Day Net Simple	0.03	30-Day Net Simple	0.04
7-Day Net Compound	0.03	7-Day Net Compound	0.03
Assets (\$mils)	\$2,440,069.1	Assets (\$mils)	\$334,262.4
Assets as of last week (\$mils)	\$2,443,185.8	Assets as of last week (\$mils)	\$332,163.6
Assets % Change	(0.13)	Assets % Change	0.63



Commodities

Commodities

Commodities are real assets – such as natural resources, oil, precious metals, livestock, or raw agricultural products. Primary ownership is through collateralized commodities futures (CCF). Risks include: Monetary policy of central banks, geopolitical, currency, climate and environmental.

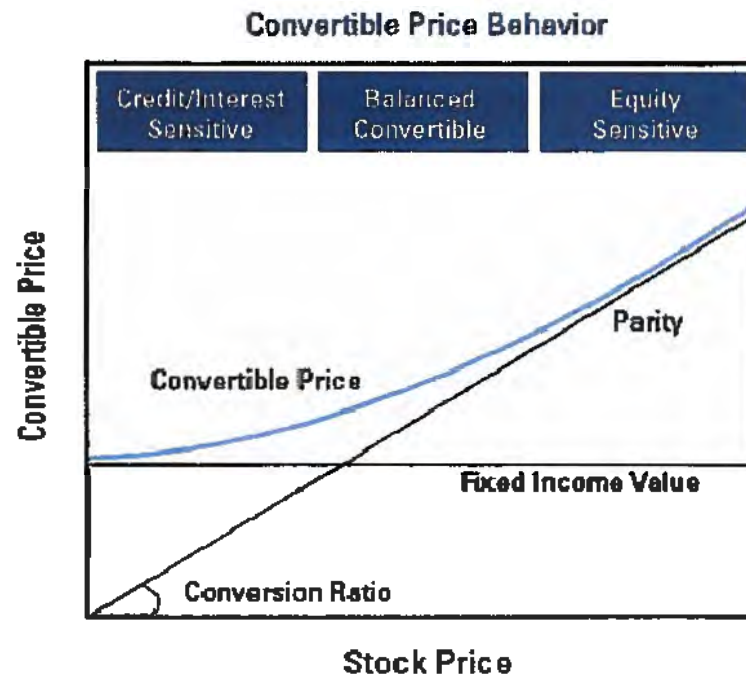


Source: Dow Jones UBS Commodities Index

Convertible Securities

Convertible Securities

Convertibles are instruments that may be converted into shares of common stock in the issuing company. It is a hybrid security with debt and equity like features.



Source: PIMCO



Direct Real Estate

Direct Real Estate

Direct real estate can be purchased through open and close-ended funds, and private placements. The goal is to own a diversified pool of commercial income producing properties. The total return is determined by the capital appreciation and income. These properties are often valued on a quarterly basis. Other risks: leverage and liquidity.

Commercial Sectors:

- Residential
- Office
- Industrial
- Retail
- Hotel



Equity Income

Equity Income

An investment strategy that focuses on high-quality companies with reliable history of dividend payments and growth in the dividend rate. The equity income securities are highly correlated (+0.80) to the general equity market.

Equity Income Assets:

- Utilities (Electric, water, Telecom, etc.)
- Listed Infrastructure
- Real Estate Investment Trust (REIT)
- Master Limited Partnership (MLP)



Guaranteed Investment Certificate (GIC)

Guaranteed Investment Certificate (GIC)

Conventional GICs are investments with limited maturity (1-5 Years). However, the long term expected returns are less than stocks and bonds. GICs are often illiquid.



High Yield

High Yield

These investments are rated below investment grade with higher risk of default, but typically pay higher yields.

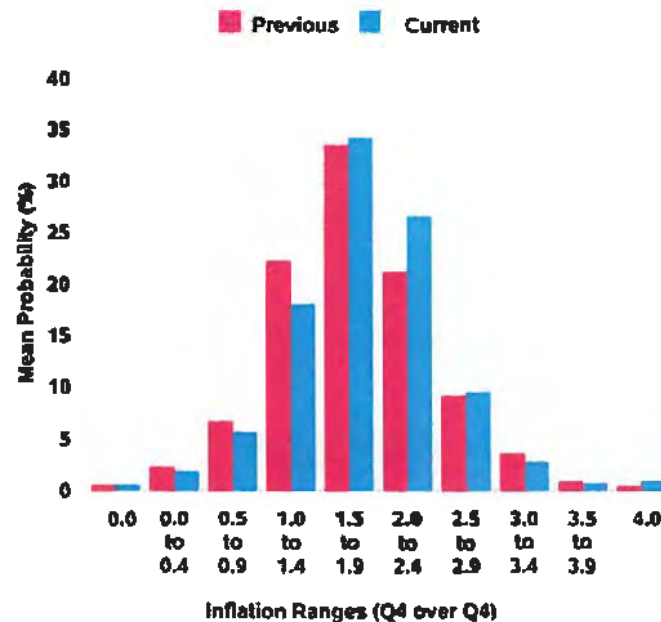


Treasury (or Corporate) Inflation Protect Securities (TIPS/CIPS)

Treasury / Corporate Inflation Protected Securities

Valuations linked to the Consumer Price Index. TIPS/CIPS may be held until maturity, or sold at any time in the secondary market. TIPS are guaranteed by the United States Treasury. The greatest risk occurs when interest rate rise with no inflation.

Mean Probabilities for Core PCE Inflation in 2012



Source: Philadelphia Fed

Summary

	Pros	Cons
Absolute Return Strategies	Nondirectional. Low correlation to equities.	Leverage & transparency.
CD, CDARS & Money Market	FDIC insurance, U.S. guaranteed return.	Liquidity & inflation risks.
Commodities	Inflation hedge. Diversification.	Monetary policy & environmental risks.
Convertible Securities	Stable income and option to convert.	Equity & default risk.
Direct Real Estate	Stable income. Tangible asset.	Liquidity. Valuation methods.
Equity-Income	Yield.	Volatility.
GIC	Limited maturity, guaranteed return	Liquidity & company risk.
High Yield	High income.	Default, interest risk & volatility.
TIPS & CIPS	TIPS backed by U.S. government, linked to inflation.	Deflation.



May 4, 2012

VIA E-MAIL

Board of Trustees
City of Sanibel
General Employees' Retirement Plan
800 Dunlop Road
Sanibel, FL 33957

Re: City of Sanibel
General Employees' Retirement Plan
Special Actuarial Analysis

Dear Board:

As requested at the April 5 Board Meeting, we have performed a twenty-year cost projection of the City's General Employees' Retirement Plan based on the following method and assumption changes:

- Asset methodology – change from four-year smoothing to pure Market Value.
- Amortization period for payment of the Unfunded Actuarial Accrued Liability (UAAL) – Maximum of 10 years.
- Investment assumption – reduce from 7.50% to 6.75%.

In addition to the above, a \$2.0 million lump sum contribution is assumed as payment toward the 2004 UAAL method change base.

Except as otherwise disclosed in this correspondence, methods, assumptions, asset values, and demographic information utilized for performance of the October 1, 2011 actuarial valuation were used for the projections.

1. Exhibit A

Exhibit A discloses the required lump sum contribution required to fully pay for the increase in the Actuarial Accrued Liability associated with reducing the investment return assumption.

Funding Option A sets forth the method changes approved by the Board at the April 5 meeting, i.e. market value of assets with a 10 year maximum amortization period for the UAAL. Also reflected in this option is the \$2.0 million additional City contribution.

Options B, C, and D show the required additional City contribution necessary to pay for the increase in the Actuarial Accrued Liability for a reduction in the investment return assumption. For example, Option B (7.25% investment assumption) requires an additional lump sum payment of \$682,224 (in addition to the \$2.0 million lump sum contribution already made).

2. Exhibit B – Projected City Contribution Requirements

Exhibit B discloses twenty-year projections of the expected City contribution requirements for the various investment return assumptions. For each projection, asset growth is assumed at the current assumption (7.5% net-of-fees).

As you can see, expected actuarial gains for each scenario, generated as a result of asset growth that exceeds the assumption, results in reduced City contribution requirements compared to the current 7.5% assumption.

3. Exhibit C – GASB 25 Funded Ratio

Exhibit C discloses twenty-year projections of the expected GASB 25 Funded Ratio for the various investment return assumptions. For each projection, asset growth is assumed at the current assumption (7.5% net-of-fees).

As with Exhibit B, expected actuarial gains for each scenario, generated as a result of asset growth that exceeds the assumption, results in a faster growth in the funded ratio compared to the current 7.5% assumption.

Board of Trustees
May 4, 2012
Page 3

4. Caveat

It is important to keep in mind that these cost projections are estimates only, based on assets, demographics, methods, and assumptions used for performance of the October 1, 2011 actuarial valuation. Actual funding requirements are subject to future Plan experience, and could be higher or lower than those shown in this study.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas H. Lozen", with a horizontal line extending to the right.

Douglas H. Lozen, EA, MAAA

DHL/rv
Enclosures

City of Sanibel
General Employees' Retirement Plan
Special Actuarial Analysis

Exhibit A

Method and Assumption Changes for the Purpose of Accelerating the Increase in the Plan's Future Funded Ratios

Determined as of October 1, 2011

Ranked by Increasing Funded Ratios

Funding Option	Expected City Contribution % of Payroll (1)	Investment Return Assumption	Actuarial Cost Method	Asset Method	UAAL Max Amortization Period	Lump Sum Payment to UAAL (2)	Estimated City Dollar Requirement (1)	Unfunded Actuarial Accrued Liability (UAAL)	GASB 25 Funded Ratio (3)	FASB 35 Funded Ratio (4)
Current	128.85%	7.50%	Entry Age	Actuarial	29 Years	0	1,680,260	11,385,824	51.41%	50.57%
A	128.58%	7.60%	Entry Age	Market	10 Years	2,000,000	1,679,346	9,858,379	57.86%	59.34%
B	128.04%	7.25%	Entry Age	Market	10 Years	2,682,224	1,672,293	9,858,379	59.06%	60.56%
C	127.54%	7.00%	Entry Age	Market	10 Years	3,398,397	1,665,763	9,858,379	60.24%	61.78%
D	127.07%	6.75%	Entry Age	Market	10 Years	4,144,453	1,659,624	9,858,379	61.40%	62.97%

(1) Contributions are based on a Total Annual Payroll in the amount of \$1,306,071.

(2) \$2,000,000 lump sum contribution, plus an amount to cover the increase in the Accrued Liability for the reduction in the investment return assumption.

(3) Ratio determined by the following formula: Actuarial Value of Assets divided by Total Actuarial Accrued Liability.

(4) Ratio determined by the following formula: Market Value of Assets divided by Total Present Value of Accrued Benefits.

Exhibit B

**City of Sanibel
General Employees' Retirement Plan**

**Twenty-Year Projection of Expected City Contribution Rates
Investment Return Assumptions Compared to 7.5% Asset Growth**

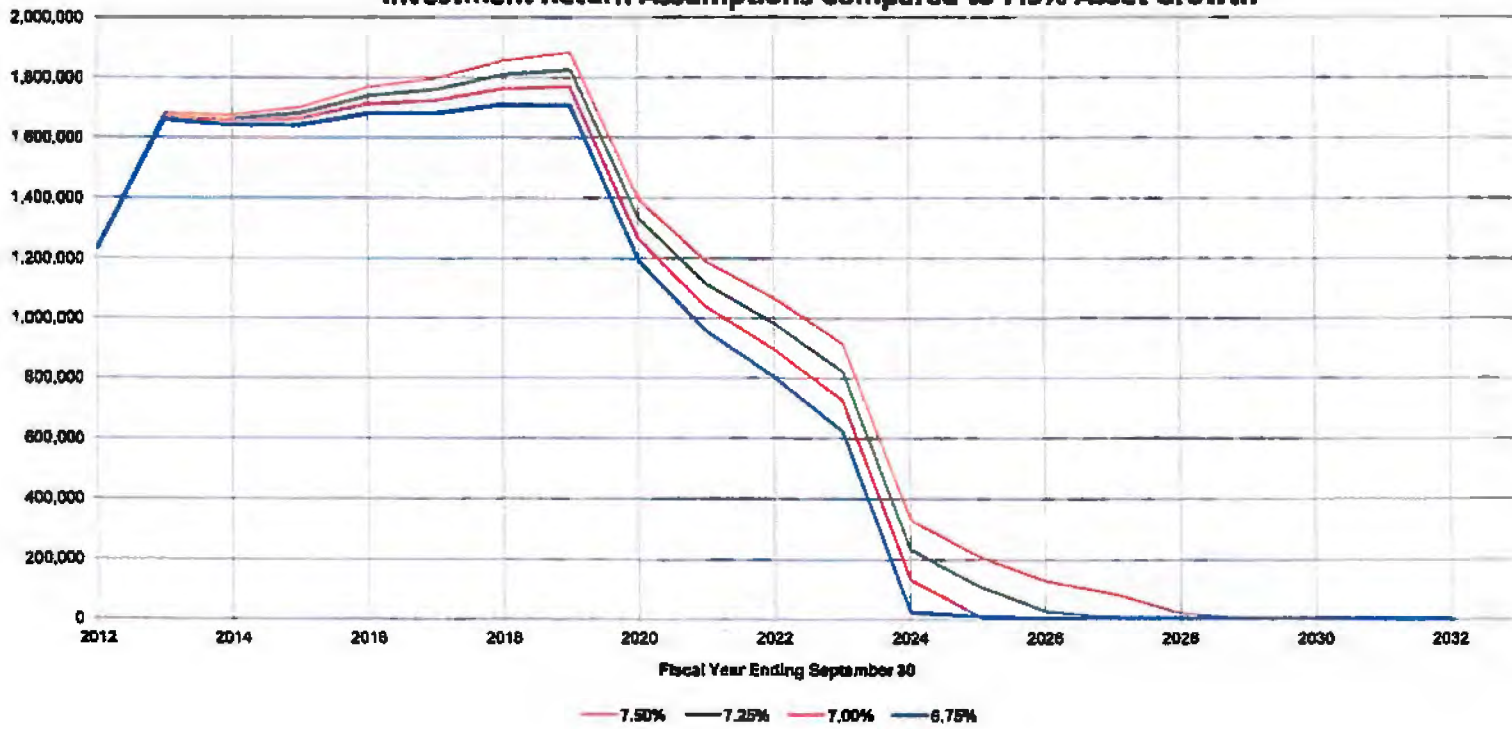
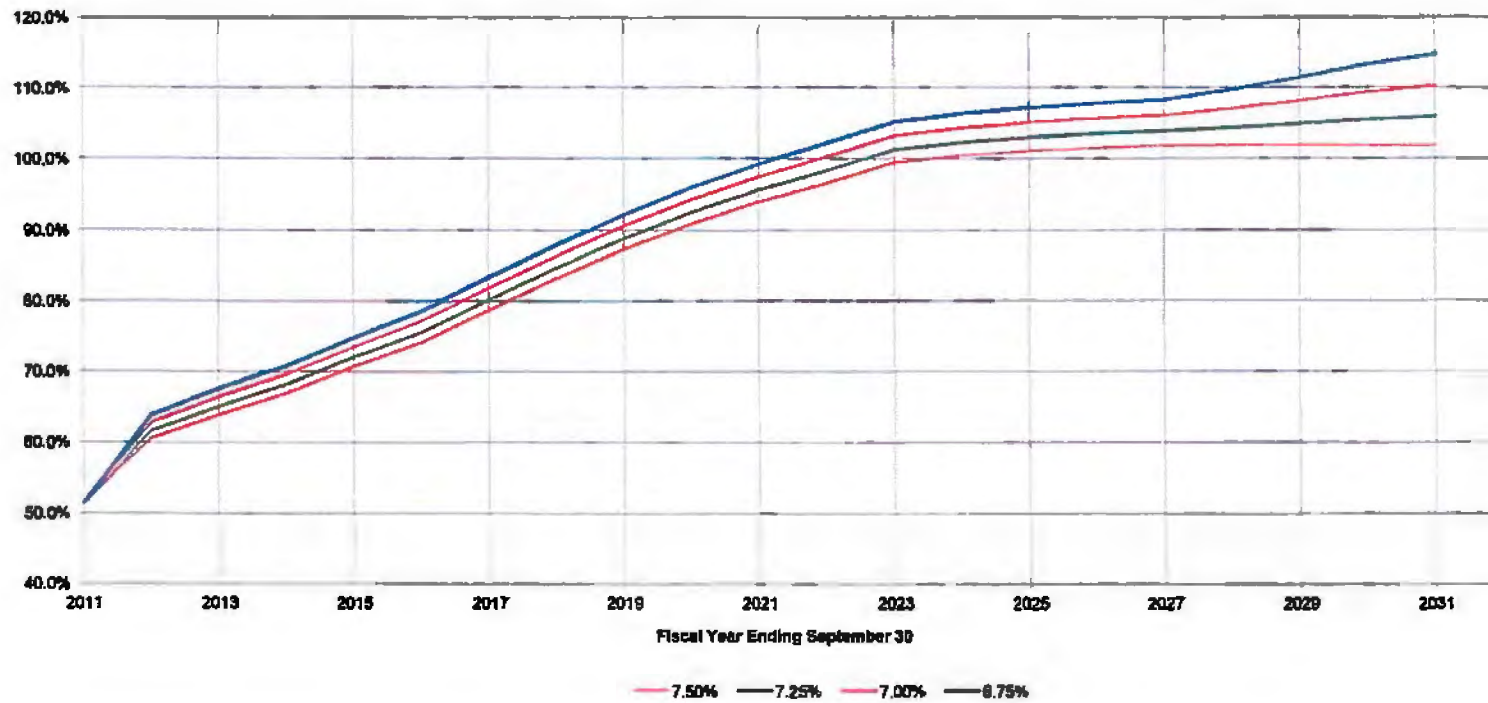


Exhibit C

**City of Sanibel
General Employees' Retirement Plan**

**Twenty-Year Projection of Plan's Expected GASB 25 Funded Ratio
Investment Return Assumptions Compared to 7.5% Asset Growth**



May 29, 2012

VIA E-MAIL

Board of Trustees
City of Sanibel
General Employees' Retirement Plan
800 Dunlop Road
Sanibel, FL 33957

Re: City of Sanibel
General Employees' Retirement Plan
Actuarial Equivalence

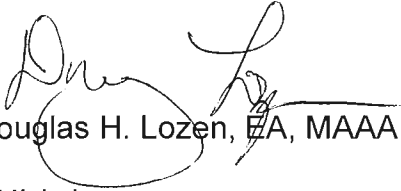
Dear Board:

As discussed during our conference call last week, I am writing to affirm that our firm has no opposition to the continued use of a 7.5% investment return assumption for purposes of the Plan's definition of Actuarial Equivalence once the valuation assumption is lowered to 6.75%.

As I mentioned during the meeting, an alignment of valuation assumptions and those used for Actuarial Equivalence is a personal preference for ease of administration. These assumptions are commonly "de-linked" in both the public and private sector, and are routinely accepted by actuaries for purposes of determining optional forms of survivor benefits.

If you have any questions, please let me know.

Sincerely,


Douglas H. Lozen, EA, MAAA

DHL/mjg

May 18, 2012

TO: Judie Zimomra, City Manager

FROM: Kimberly Greenplate, City Administrative Intern







RE: Shared Use Path Survey Results

Background


The City of Sanibel created the 2009 Shared Use Path Master Plan to continue to provide residents and visitors with a variety of human-powered transportation/recreation options. The Master Plan prioritizes the safety of the Shared Use Path and its users. In both 2006 and 2012, a survey was conducted to assess the bicycle and pedestrian traffic at notable intersections along the Shared Use Path. For consistency both surveys were conducted on a Thursday afternoon (12:30 p.m. to 4:30 p.m.) and a Saturday morning (8 a.m. to 12 p.m.) in late April. The times and dates of the surveys were selected to represent typical rather than peak or low volume. However, the 2006 survey contained a questionnaire for those utilizing the Shared Use Path to fill out. This questionnaire resulted in information such as conveyance origin, purpose of trip and permanent residence.

Below are the comparisons between the 2006 and the 2012 Shared Use Path Surveys, including percentage differences. Only the comparable categories are included. A margin of error must be taken into account, as the human eye was responsible for conducting the surveys. The 2012 Survey contained one additional intersection at Dunlop/Library. This intersection was added to reflect the 2010 Path extension. The addition of this path had marginal impact on total volume of path users. Also, small differences were noted on the 2006 Survey between the total number and addition of the numbers for individual intersections.







I. Bicycle Totals at Individual Intersections

Intersections:	San-Cap/ Rabbit Road	San-Cap/ Tarpon Bay	West Gulf/ Tarpon Bay	Periwinkle/ Casa Ybel	Middle Gulf/ Donax	Periwinkle/ East Gulf
2006 Survey	357	400	594	719	390	519
2012 Survey	616	509	886	806	754	935
Difference	+259	+109	+292	+87	+364	+416
Percentage Increase or Decrease	 72.5%	 27.25%	 49.2%	 12.1%	 93.3%	 80.2%

II. Bicycles Totals Overall


	Overall
2006 Survey	2,979
2012 Survey	4,650
Difference	+1,671
Percentage Increase or Decrease	 56.1%

III. Pedestrian Totals at Individual Intersections

Intersections:	San-Cap/ Rabbit Road	San-Cap/ Tarpon Bay	West Gulf/ Tarpon Bay	Periwinkle/ Casa Ybel	Middle Gulf/ Donax	Periwinkle/ East Gulf
2006 Survey	8	14	485	33	107	8
2012 Survey	28	10	818	115	175	195
Difference	+20	-4	+333	+82	+68	+187
Percentage Increase or Decrease	 250%	 28.6%	 68.7%	 248.5%	 63.6%	 2337.5%

Note: Pedestrians include both walkers and runners/joggers for both surveys.

IV. Pedestrian Totals Overall

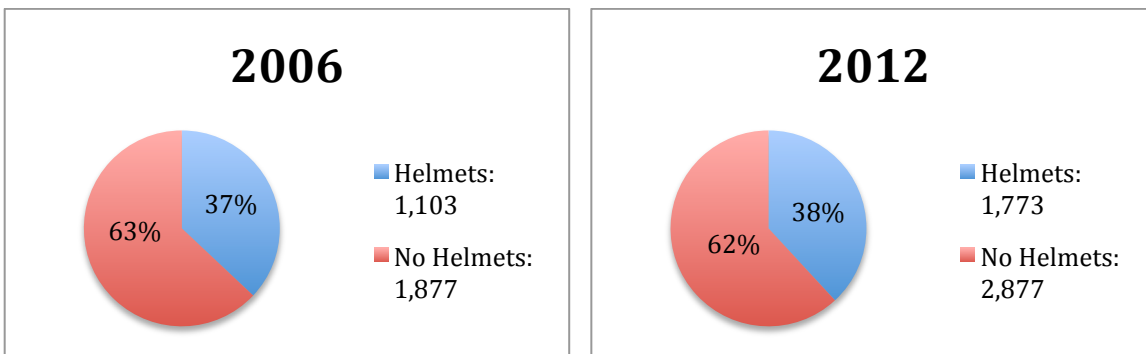
	Overall
2006 Survey	771
2012 Survey	1,361
Difference	+590
Percentage Increase or Decrease	 76.5%

Note: Pedestrians include both walkers and runners/joggers for both surveys.

V. Bikes on Road

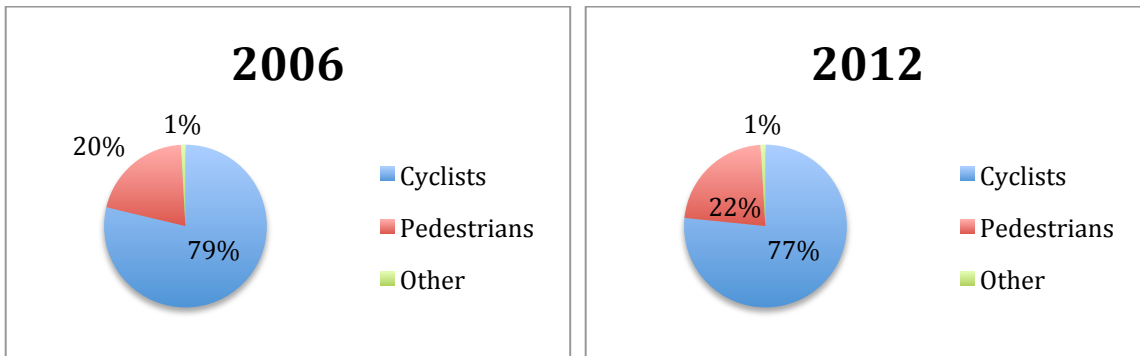
Intersections:	San-Cap/ Rabbit Road	San-Cap/ Tarpon Bay	West Gulf/ Tarpon Bay	Periwinkle/ Casa Ybel	Middle Gulf/ Donax	Periwinkle/ East Gulf
2006 Survey	9	6	13	0	18	22
2012 Survey	7	0	23	1	30	16
Difference	-2	-6	+10	+1	+12	-6
Percentage Increase or Decrease	↓ 22.2%	↓ 100%	↑ 76.9%	--- Flat	↑ 66.6%	↓ 27.27%

VI. Bicycles Helmet Use Overall Totals




Note: Florida statute 316.2065: Bicycle Regulations (D) states that a bicycle rider or passenger who is under 16 years of age must wear a bicycle helmet that is properly fitted and is fastened securely upon the passenger's head. Above charts are for all riders, including those above 16 years of age.

VII. Overall Shared Use Path Users



Note: Other includes skaters and surreys.

VIII. Bicycle Rental Totals

	Overall
2006 Survey	1,215
2012 Survey	1,811
Difference	+596
Percentage Increase or Decrease	 49.1%

Note: Rentals include bicycles with attached signs of rental facility name, clearly marking it as a rental. The category does not include bicycles rented without a sign or borrowed from another.

Conclusions

- **Bicycle usage at each of the six intersections increased** between 2006 and 2012
- **Pedestrian usage of the Shared Use Path also increased overall** between 2006 and 2012

- **Over 4,500 bicyclists utilized the Shared Use Path in 2012** within the surveys' sample time of four hours on a Thursday afternoon and four hours on a Saturday morning
- **Over 50 percent increase in the overall bicycle traffic** between 2006 and 2012 within the surveys' sample time of four hours on a Thursday afternoon and four hours on a Saturday morning
- **Greatest bicyclist increases** at the intersections of San-Cap/Rabbit Road, West Gulf/Tarpon Bay, Middle Gulf/Donax and Periwinkle/East Gulf
- **All intersections had a more than 80-bicyclist increase** between 2006 and 2012 within the surveys' sample time of four hours on a Thursday afternoon and four hours on a Saturday morning
- **Largest percentage of bicycle increase** from 2006 to 2012 was at the intersection of **Middle Gulf/Donax**, with an **over 93 percent change**
- **Periwinkle/East Gulf** in 2012 saw the **greatest increase in bicyclists**, counting **416 more** than in 2006
- **Overall percentage of increase for pedestrians was much greater at each intersection than the overall percentage of increase for bicyclists**
- **San-Cap/Rabbit, Periwinkle/Casas Ybel and Periwinkle/East Gulf had pedestrian percentage increases of over 100 percent**
- **600 more pedestrians** between the 2006 survey and the 2012 survey within the surveys' sample time of four hours on a Thursday afternoon and four hours on a Saturday morning. This shows that engaging in recreation on Sanibel is **increasing beyond bicycle or conveyance use**, including self-owned and rentals.
- **Pedestrian percentage of increase was over 75 percent** between 2006 and 2012. This shows that more residents and visitors on Sanibel are using the Shared Use Path, regardless of purpose or destination of trip.
- **Pedestrian use of the Shared Use Path increased to 22 percent of all users in 2012 from 20 percent of all users in 2006.** Cyclists decreased to 77 percent in 2012 from 79 percent in 2006 in terms of overall use.
- **Skaters and surrey users remained at 1 percent of all Shared Use Path users for both 2006 and 2012**
- **Bicycles using the road increased** in 2012 at the intersections of West Gulf/Tarpon Bay, Periwinkle/Casa Ybel and Middle Gulf/Donax

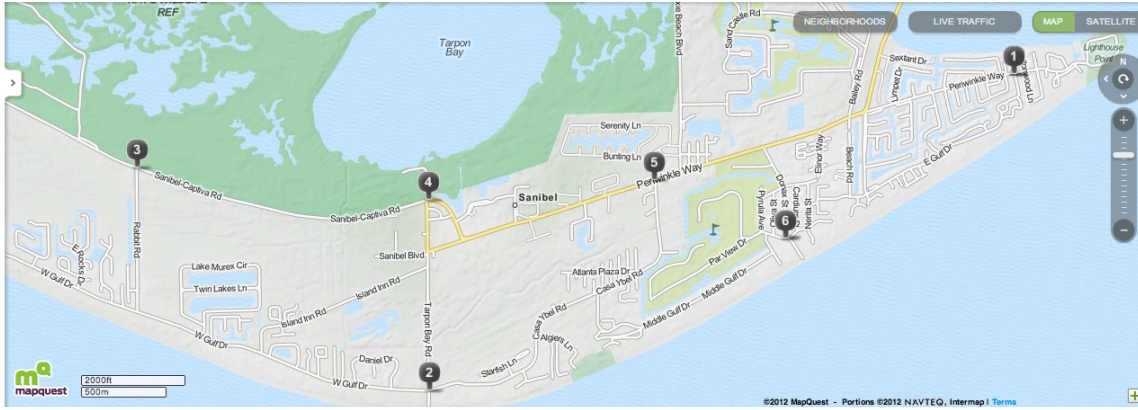
- Intersections of San-Cap/Rabbit Road, San-Cap/Tarpon Bay and Periwinkle/East Gulf saw a **decrease in bicycles using the road**
- **Percentage of helmet use between 2006 and 2012 remained flat. Helmet usage was 37 percent in 2006 and 38 percent in 2012.** About 2/3 of bicyclists are using helmets and 1/3 are not. Bicycle riders or passengers over age 16 are not required by law to wear a helmet. However, age was not part of the surveys.
- **Rental totals increased nearly 50 percent** and by almost 600 people between 2006 and 2012. Rental bicycles only include those with plaques from the rental facility, clearly marking the ownership. It is unknown if any of the other bicycles counted in the overall totals were unmarked or rented from resorts. Thus, results about rental bikes from the surveys pertain to only those rented from certain facilities on Sanibel that use plaques for identification, and the results cannot be considered accurate for all bike rentals on Sanibel.
- **Approximately 62 percent of bikes or conveyances were identified as self-owned in the 2006 survey questionnaire**, while the remaining percent were rented or provided by a rental property. Rental bikes totaled 1,811 in the 2012 survey, but it was not indicated if this was included in the overall bicycle total or a separate count.

The Next Steps

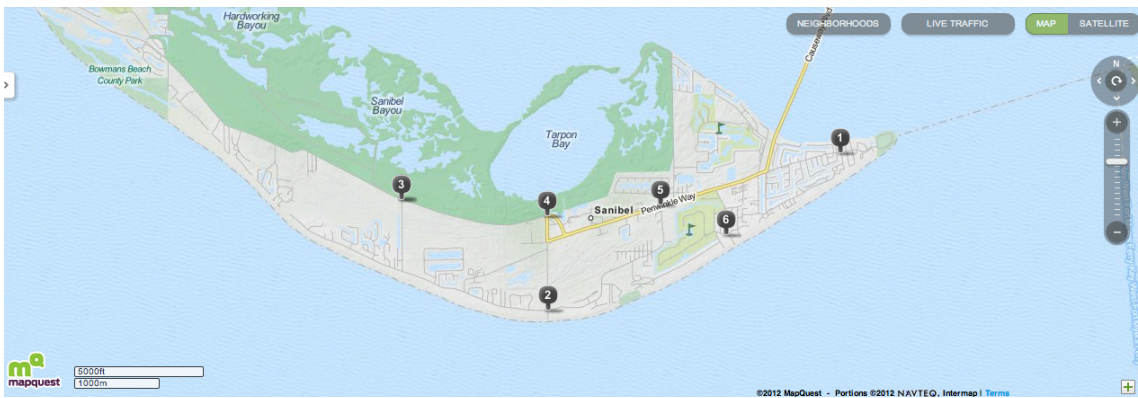
- The effects of the increased utilization of the Shared Use Path system should continue to be monitored.
- Accident history and future collisions/incidents should continue to be monitored and analyzed. If the City pursues additional safety education on helmet usage, an interceptor study on the reasons why cyclists are not using helmets may be helpful.
- The design of a helmet education program should also be considered after the results from an interceptor survey that discovers reasons for helmet use/lack of helmet use is conducted.

Maps of Intersections

Zoomed In



Zoomed Out



Key

- 1) Periwinkle Way/East Gulf Drive
- 2) West Gulf Drive/Tarpon Bay Road
- 3) San-Cap Road/Rabbit Road
- 4) San-Cap Road/Tarpon Bay Road
- 5) Periwinkle/Casa Ybel
- 6) Middle Gulf Drive/Donax Street



Florida Department of Transportation

RICK SCOTT
GOVERNOR

10041 Daniels Parkway
Fort Myers, FL 33913

ANANTH PRASAD, P.E.
SECRETARY

April 30, 2012

Mr. Scott Krawczuk, Acting Public Works Director
City of Sanibel
800 Dunlap Road
Sanibel, Florida 33957-4096

Re: Financial Project: 430014-1 Sanibel Lighthouse advancement request

Dear Mr. Krawczuk:

Thank you for your April 23, 2012 letter requesting to advance fund the Sanibel Lighthouse Transportation Enhancement project into fiscal year (FY) 2012/2013 with reimbursement in FY 2014/2015.

Transportation enhancement activities are eligible for funding under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). As you may be aware, SAFETEA-LU expired on September 30, 2009 and has been operating on a series of short-term extensions. The current SAFETEA-LU extension, which was recently passed, extends the expiration to June 30, 2012. With each federal authorization come changes to programs and funding levels, until either a longer extension of SAFETEA-LU or a new transportation bill is approved, it would not be prudent for the Department to enter into an advance reimbursement agreement with the uncertainty of whether funds would be available for reimbursement. Therefore the request to advance the Sanibel Lighthouse project is not approved.

We will continue to keep you updated regarding the status of funding for these very important projects as information is made available to the department. If you have questions, please contact me at (239) 461-4300.

Sincerely,

Johnny Limbaugh
Southwest Area Office Director

JLL/tls


Cc: Chris Smith, FDOT, MS 1-3
Russ Muller, FDOT, MS 1-98



MEMORANDUM

DATE: May 30, 2012

TO: Judie Zimomra, City Manager

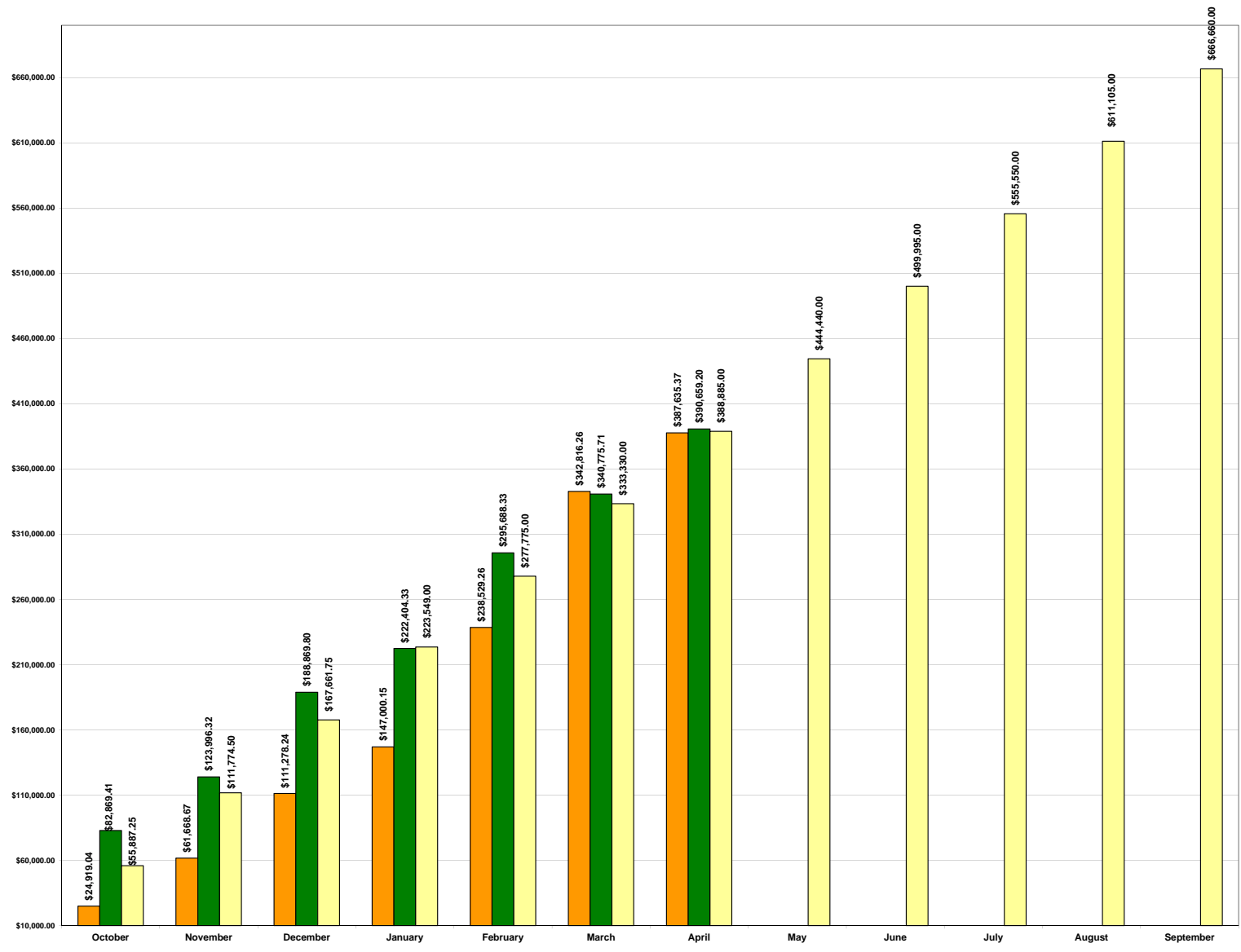
FROM: R. Harold Law, Jr., Building Official 

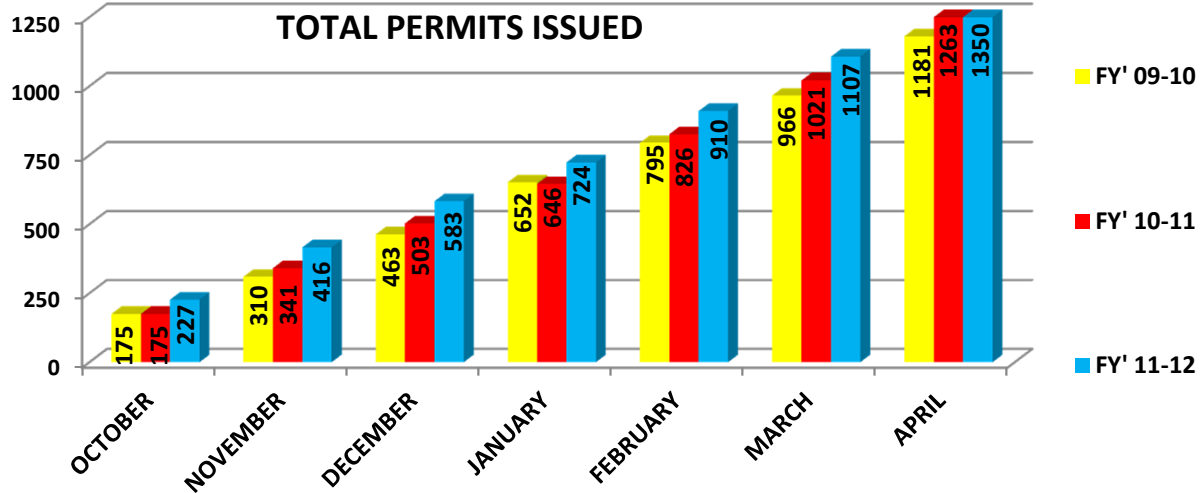
SUBJECT: House Bill 1263

On April 21, 2012, Governor Scott signed House Bill 1263 which went into effect April 29, 2012. In this bill the Florida's Department of Health shifts responsibility for oversight of initial and reconstruction of public pool construction from the DOH to local Building Officials. The Building Official is now required to process the engineered plans and applications for permitting to enforce the Code requirements during the construction period for public pools in accordance with Section 424.1 of the Florida Building Code. Upon completion and final inspection the City's Building Official will issue a letter to the County Health Department. At that point DOH will take over water quality and testing with the owner for operation of the public pools.

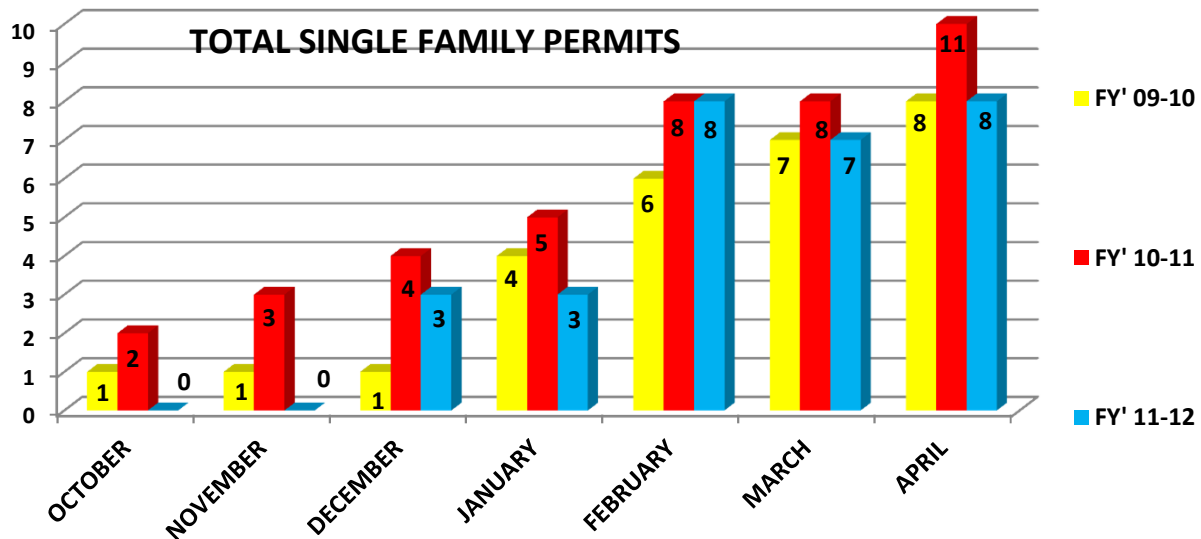
City of Sanibel Building Department Monthly Revenue Budget Year 2011 - 2012

- Total Expenditures to Date
- Accumulative Revenue to Date
- Budgeted Revenue Projected

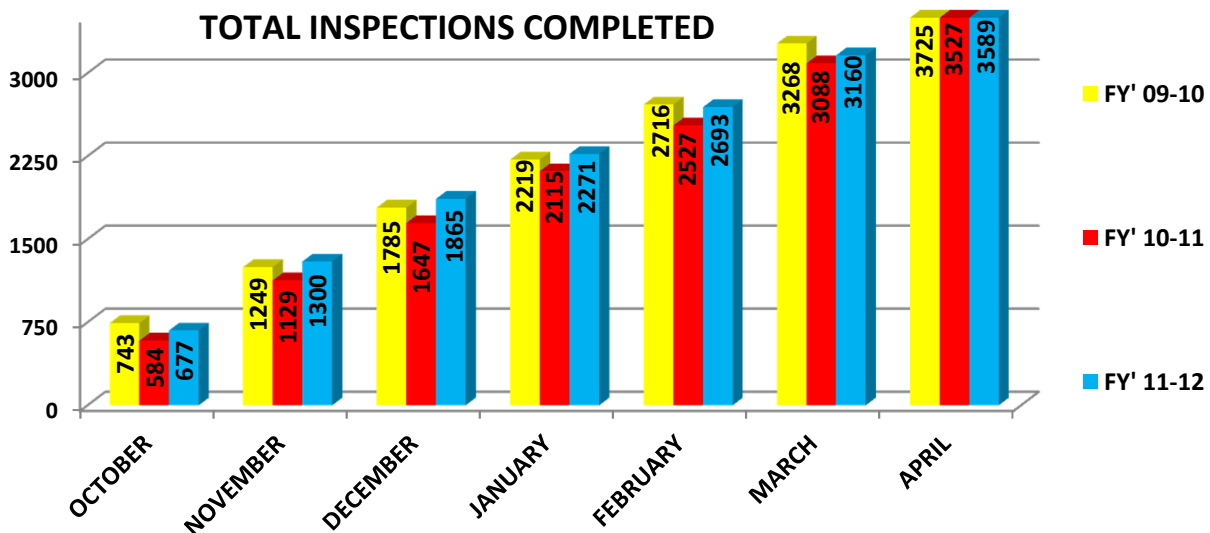




BY THE SANIBEL BUILDING DEPARTMENT



BY THE SANIBEL BUILDING DEPARTMENT



BY THE SANIBEL BUILDING DEPARTMENT



City of Sanibel

Planning Department

MEMORANDUM

DATE: May 15, 2011

TO: Judie Zimomra, City Manager

FROM: James C. Jordan, Planning Director 

SUBJECT: Development Permit Application Activity Report – April 2012

Attached for your information and consideration is the April 2012 Development Permit Application Activity Report.

If you have any questions or comments, please let me know.

Thank you.

JCJ/stb

Atch (1)

C: 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

April, 2012 Permit Activity Report Permits No. 12-6689 to 12-6738

SHORT FORM

Permit No.	Address	Strap No.	Owner	Filing Date	Description	Status	Issue Date
12-6689	774 Sand Dollar Drive	20-46-23-T4-04003.0810	Gillis	04-02-12	Pool fence	Issued	04-04-12
12-6690	1027 Kings Crown Drive	20-46-23-T4-04100.0070	Reid	04-04-12	Replace concrete drive w/pavers	Issued	04-05-12
12-6691	2393 West Gulf Drive	35-46-22-T2-01700.00CE	Sanibel Cottages	04-04-12	Pervious paver driveway	Issued	04-27-12
12-6692	915 Pecten Court	20-46-23-T4-03901.0470	Lee	04-05-12	Second floor addition	Issued	05-13-12
12-6693	475 Sawgrass Place	28-46-22-T3-00500.0030	Bleckwedel	04-05-12	Widen staircase to front door	Active	
12-6694	200 Periwinkle Way #12	21-46-23-T1-00100.1210	Lawlor & Ellis	04-05-12	Enclose lanai with sliding glass doors	Issued	04-05-12
12-6695	200 Periwinkle Way #11	21-46-23-T1-00300.1120	Vansteenburgh & Rebhorn	04-05-12	Enclose lanai with sliding glass doors & repair roof	Issued	04-05-12
12-6696	688 Cardium Street	30-46-23-T2-00305.0190	Wolfe	04-09-12	Code enforcement	Active	
12-6697	2777 West Gulf Drive	34-46-22-T2-01300.00CE 35-46-22-T1-00300.00CE	Nutmeg Village	04-10-12	Modify beach accessway/dune walkover structure to reduce slope	Issued	04-11-12
12-6698	4249 West Gulf Drive	29-46-22-T2-00007.0050	Anderson	04-10-12	Trimming seaward of CCCL	Issued	04-10-12
12-6699	1018 Kings Crown Drive	20-46-23-T4-04100.0440	Cimiluca	04-12-12	Replace concrete drive	Issued	04-13-12

April, 2012

SHORT FORM

Permit No.	Address	Strap No.	Owner	Filing Date	Description	Status	Issue Date
12-6700	4714 Rue Belle Mer	19-46-22-T2-0060B.0020	Capece	04-12-12	Addition/remodel to non conforming sfr	Active	
12-6701	303 Periwinkle Way #11	21-46-23-T1-00800.1140	Engen	04-12-12	Enclose existing screen porch	Issued	04-12-12
12-6702	2647 Wulfert Road #2	11-46-21-T2-01004.0020	Fischer	04-12-12	Enclose lanai with impact glass	Issued	04-12-12
12-6703	1174-1178 Harbour Cottage Court	20-46-23-T1-01204.00B0 20-46-23-T1-01204.00A0	Fizer & Holzwarth	04-13-12	Paver driveway	Issued	04-27-12
12-6704	544 Hideaway Court	28-46-22-T3-00800.0220	Federico & Struckmeyer	04-13-12	Paver driveway	Issued	04-27-12
12-6705	985 Oyster Court	20-46-23-T4-04100.0220	De Saint Marcq Trust	04-16-12	Repair/reconstruct portion of seawall cap with 4 new tiebacks & deadmen	Issued	04-18-12
12-6706	4248 Old Banyan Way	20-46-23-T4-00200.0130	Widman	04-16-12	Removed dead palm tree	Active	04-23-12
12-6707	Old Trail Road	25-46-22-T3-00021.003F	Walker	04-16-12	Pepper removal	Issued	04-18-12
12-6708			American Brokers	04-16-12	Real estate sign lien	Active	
12-6709	651 Donax Road	30-46-23-T2-00302.0260	Mc Garty	04-18-12	Trim native trees	Issued	04-18-12
12-6710	2050 Periwinkle Way	25-46-22-T1-00003.1000	Sanibel Congregational United Church of Christ	04-18-12	Kids' playground	Active	
12-6711	1036 South Yachtsman Drive	20-46-23-T3-02100.0440	Richards	04-18-12	Tree removal & replacement	Active	
12-6712	771 Rabbit Road	28-46-22-T2-00600.0300	Olin	04-19-12	New pool & deck with safety barrier fence	Issued	05-03-12
12-6713	9019 Mockingbird Drive	19-46-23-T1-00200.0360	PGR Trust	04-19-12	New pool,, deck & screen enclosure	Active	
12-6714	1095 Sand Castle Road	19-46-23-T2-0100G.0220	Fields	04-19-12	Pervious paver driveway & walkway over existing	Active	
12-6715	1594 Century Court	24-46-22-T3-0010A.0090	Stroud	04-19-12	Remove native trees	Issued	04-25-12
12-6716	9057 Mockingbird Drive	19-46-23-T2-01006.1190	Moldaver	04-19-12	Remove sabal palm	Issued	05-02-12

April, 2012

SHORT FORM

Permit No.	Address	Strap No.	Owner	Filing Date	Description	Status	Issue Date
12-6717	1420 Albatross Road	19-46-23-T4-01008.0080	Wallace	04-19-12	Remove gumbo limbo & 2 atf tree removal	Active	
12-6718	474 Surf Sound Court	28-46-22-T3-00600.0220	Dmoch	04-23-12	Deck addition and change window to sliding glass door	Active	
12-6719	525 Lake Murex Circle	27-46-22-T4-00700.0160	Christian	04-23-12	Remove strangler fig	Issued	04-24-12
12-6720	2898 West Gulf Drive	34-46-22-T2-00029.0000	Fisher	04-23-12	Replace pool fence	Issued	04-26-12
12-6721	1753 Bunting lane	24-46-22-T4-0010E.0570	Smith Trust	04-24-12	Enclose lower level for parking	Issued	04-25-12
12-6722	1581 Sand Castle Road	19-46-23-T1-00100.0660	Weymouth Trust	04-24-12	New pool, paver deck & screen enclosure	Issued	05-02-12
12-6723	1772 Serenity Lane	24-46-22-T4-0010E.0420	Holston	04-24-12	New pool, deck & screen enclosure	Issued	05-02-12
12-6724	4948 Joewood Drive	19-46-22-T1-00200.0100	Galletto-Savoretti	04-24-12	Addition & remodel in conjunction with elevation sfr to conform with current bfe	Active	
12-6725	929 Pecten Court	20-46-23-T4-03901.0490	Nitchoff	04-25-12	Seawall repair	Issued	04-25-12
12-6726	Sandcastle, Sandpiper, Causey Kittiwake, Pelican	Various	Dunes R.O.W	04-25-12	Relocate vegetation	Issued	04-25-12
12-6727	1460 Sandpiper Circle	19-46-23-T1-00500.0080	Howard	04-25-12	New deck & remove wooden walkway	Issued	04-25-12
12-6728	2612 Coconut Drive	11-46-21-T1-00004.0240	Alford	04-25-12	Ground-level deck & walkway	Active	
12-6729	4587 Brainard Bayou Road	13-46-21-T2-00100.1100	Knaus	04-25-12	Remove cabbage palms	Issued	04-30-12
12-6730	5657 Sanibel Captiva Road	12-46-21-T4-00010.0020	Rodman	04-26-12	Sfr with pool/deck/enclosure	Active	
12-6731	5657 Sanibel Captiva Road	12-46-21-T4-00010.0020	Rodman	04-26-12	Demolish sfr	Active	
12-6732	4077 Coquina Drive	28-46-22-T1-0010A.0280	Brondyk	04-26-12	Vacant lot pepper removal	Issued	04-30-12

April, 2012

SHORT FORM

Permit No.	Address	Strap No.	Owner	Filing Date	Description	Status	Issue Date
12-6733	1148 Seagrape Lane	21-46-23-T1-00008.0130	Hadley	04-26-12	Remodel to convert garage & porch to habitable area and construct new garage & laundry area addition	Active	
12-6734	9267 Dimmick Drive	20-46-22-T3-00300.0110	Holck	04-27-12	Remove cattails	Issued	05-02-12
12-6735	5659 Sanibel-Captiva Road	12-46-21-T4-00010.0010	Raju	04-30-12	Convert lower-level storage to garage, relocate front entry stairs	Active	
12-6736	2801 Wulfert Road	02-46-21-T3-0010A.0000 02-46-21-T3-0030A.0000	Sanctuary Golf Club	04-30-12	Replace golf cart bridges	Active	
12-6738	200 Periwinkle Way	21-46-23-T1-00300.1110	Courtney	04-30-12	Enclose lanai with sliding glass doors & roof	Issued	05-03-12

LONG FORM

Permit No.	Address	Strap No.	Owner	Filing Date	Description	Status
11-6348	Citywide		City of Sanibel	08-10-11	CIE update plus redevelopment	
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.

April, 2012

LONG FORM

Permit No.	Address	Strap No.	Owner	Filing Date	Description	Status
11-6438	1470 Periwinkle Way	19-46-23-T4-00904.0030	Sanibel Community Church	10-18-11	Temporary construction trailer	
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	Application approved w/ conditions 01-10-12. Res. 11-15
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	Application approved w/conditions 04-10-12 Res.12-03
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	Application approved w/conditions 04-24-12 Res. 12-04
12-6675	2330 Palm Ridge Road	26-46-22-T2-0030A.0010	Cooke	03-26-12	CUP for on-site food prep.	Application approved w/conditions 04-24-12 Res. 12-05
12-6737	1300 Periwinkle Way	19-46-23-T4-00019.1110	SCCF	04-30-12	Certificate of Appropriateness	PC hearing scheduled 05-22-12

K:PLANNING, BJB, PERMIT ACTIVITY REPORT



City of Sanibel
Planning Department

MEMORANDUM

DATE: May 7, 2012
TO: Judie Zimomra, City Manager
FROM: James C. Jordan, Planning Director
SUBJECT: April 2012 Code Enforcement Activity Report

Enclosed for your review and consideration is the April 2012 Code Enforcement Activity Report.

If you have any questions or comments 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
 ROW = Right of Way
 AL = Advisory Letter

APRIL 2012 CODE ENFORCEMENT ACTIVITY REPORT.....2012-123 TO 2012-158

<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>
12-123	4/4/12	1800 Woodring	Report of dumping hazardous waste.	4/4/12	Per Public Works Dept. there is no test for septic contents. No smell or discharge noticed. No violation.		Closed
12-124	4/4/12	1035 Periwinkle Way	Report of rope type lights visible from Periwinkle.	4/4/12	Observed lights – spoke with Manager; lights later removed.		Closed
12-125	4/9/12	Periwinkle Way	Report of broken dead branches.	4/9/12	Advised vegetation contractor who later removed branches.		Closed
12-126	4/10/12	1584 Middle Gulf Dr.	Report of temporary sign violation.	4/10/12	Advised owner of violation. Owner later remove the sign		Closed
12-127	4/10/12	713 East Gulf Dr.	Report of two driveways on property.	4/10/12	Address doesn't exist.		Closed
12-128	4/10/12	730 East Gulf Dr.	Report of two driveways on property.	4/10/12	Address doesn't exist.		Closed
12-129	4/10/12	638 Donox	Report of property having two driveways.	4/10/12	Site inspection no violation observed.		Closed
12-130	4/10/12	1232 Isabel	Report of pool deck being covered with pavers.	4/10/12	Coverage was not changed. No violation.		Closed

<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>
12-131	4/11/12	2807 West Gulf Dr.	Report of temporary sign violation	4/11/12	Observed violation. Sign was removed. Owner advised of violation.		Closed
12-132	4/11/12	2910 West Gulf Dr.	Report of temporary sign violation	4/11/12	No sign in area.		Closed
12-133	4/11/12	533 Rabbit Road	Report of temporary sign violation	4/11/12	Violation observed. Sign later removed.		Closed
12-134	4/11/12	490 Elizabeth	Report of rat infestation.	4/11/12	Contacted Truly Nolan who has contract to resolve problem.		Closed
12-135	4/12/12	688 Cardium	Report of day care at this property.	4/12/12	Forwarded e-mail to Supervisor of Children and Family Services Daycare.		Closed
12-136	4/12/12	688 Cardium	Report of property being used as a tri-plex.	4/12/12	Owner stated home has 3 separate apartments.		Active
12-137	4/13/12	688 Cardium	Report of junk in yard.	4/13/12	Violation abated.		Closed
12-138	4/16/12	4115 West Gulf Dr.	Report of generator being installed - no permit issued.	4/16/2012	Advised contractor. Permit received later that day.	SWO	Closed
12-139	4/18/12	975 Rabbit Road	Observed debris on site	4/18/12	Advised owner to remove debris. Debris later removed.		Closed
12-140	4/18/12	1390 Middle Gulf Dr.	Report of temporary sign violation.	4/18/12	Contacted realtor who corrected violation		Closed
12-141	4/18/12	3326 West Gulf Dr.	Report of dumpster in neighbor's back yard.	4/18/12	Requested that property owner remove dumpster. Dumpster later removed.		Closed

<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>
12-142	4/18/12	2490 Coconut	Report of dilapidated property.	4/18/12	No violation observed.		Closed
12-143	4/18/12	2490 Coconut	Report of rental violation	4/18/12	No violation observed. Licensed to rent.		Closed
12-144	4/18/12	2490 Coconut	Report of cars and boats parked on grass.	4/18/12	2 cars, 1 trailer and 1 trailer with boat in driveway. All later removed.		Closed
12-145	4/25/12	1469 Sand Castle	Work being done w/o permit.	4/25/12	Flooring and painting being done. Permit not necessary - no violation.		Closed
12-146	4/25/12	1366 Tahiti	Report of working being done w/o permit.	4/25/12	SWO issued all work ceased. Permit later received	SWO	Closed
12-147	4/25/12	474 Surf Sound	Working being done w/o permit.	4/25/12	Observed violation. SWO posted	SWO	Active
12-148	4/25/12	2495 Coconut	Report of storing vehicles and trailers.	4/25/12	Boats on trailers; jet skis and vehicles parked in the area. Took photos.		Active
12-149	4/25/12	1420 Albatross	Observed large gumbo cut to ground. No permit issued.	4/25/12	Advised landscaper to get permit. Landscaper informed tree was infested with termites. Permit later received		Closed
12-150	4/25/12	9019 Mockingbird	Report of debris on vacant part of lot.	4/25/12	Contacted contractor and advised to remove debris. Debris removed.		Closed
12-151	4/25/12	9019 Mockingbird	Report of trailer parked on grassy area.	4/25/12	Advised contractor to remove; if not his property, advise owner.		Active

<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>
12-152	4/25/12	Multiple Addresses	Request for information on 15 properties.	4/25/12	Information provided.		Active
12-153	4/25/12	1523 Periwinkle Way	Observed large bench in ROW.	4/25/12	E-mailed the owner; bench was removed.		Closed
12-154	4/25/12	446 Surf Sound	Observed paver work - no permit posted.	4/25/12	Permit was issued. No violation.		Closed
12-155	4/25/12	671 Rabbit Road	Observed work being done. No permit posted.	4/25/12	Flooring work being done. No permit necessary.		Closed
12-156	4/26/12	579 Rabbit Road	Observed new porch being built.	4/26/12	SWO posted. Permit later received.	SWO	Closed
12-157	4/27/12	881 Lindgren Blvd.	Report of pool enclosure being removed.	4/27/12	Pool ¾ full - no screening or fence. Contacted owner who will apply for a permit. Silt fence installed.		Active
12-158	4/27/12	609 Lake Murex	Property owner pulled owner builder permit. Vegetation contractor dug trenches only.	4/27/12	Contractor dug trenches. This is for information only. Contractor worried about getting blamed for doing more work.		Closed



City of Sanibel
 Public Works - Utility Division
 800 Dunlop Road
 Sanibel, FL 33957

Grease Trap Monthly Activity Report

May-12

NOV=Notice of Violation
AL=Advisory Letter

* click on the links to see attached documentation. (Inspection Forms, Letters and Notice of Violations)

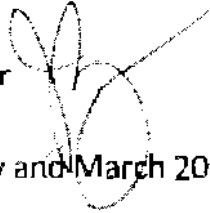
Date	Business	Site Address	Mailing Address	Property Owner	Inspection Dates	Inspection Report	Notice	Status
G - 23	Matzaluna's	1200 Periwinkle Way Sanibel, FL 33957	1200 Periwinkle Way Sanibel, FL 33957	Sanibel Majik Inc. Mathew Asen 497 Lake Murex Circle Sanibel, FL 33957	5/17/2012	Interceptors need to be pumped.	Sent AL 5/17/2012	To be Completed by 5/29/12



MEMORANDUM

DATE: May 14, 2012

TO: Sanibel City Council

FROM: Judie Zimomra, City Manager 

SUBJECT: Causeway Counts – February and March 2012

Please find attached the February 2012 vehicular counts for the Sanibel Causeway. **February 2012 total vehicles increased by 11,527 to 292,491 (+4.10%); as compared to February 2011.** The highest recorded traffic for February was experienced in 2000 when 334,888 vehicles crossed the Sanibel Causeway during the course of the month.

Please find attached the March 2012 vehicular counts for the Sanibel Causeway. **March 2012 total vehicles increased by 5,649 to 340,172 (+1.69%); as compared to March 2011.** The highest recorded traffic for March was experienced in 2001 when 373,881 vehicles crossed the Sanibel Causeway during the course of the month.

It is noteworthy that the March 2012 vehicle total is at an 8 year high, compared to 2004 when 356,220 vehicles crossed the Sanibel Causeway, prior to Hurricane Charley landfall later that year. Inversely, the March 2012 vehicular count is still -9% (33,709) below the 2001 record high.

JAZ/cm

Xc: Executive Staff
Ric Base, Executive Director, Sanibel & Captiva Islands Chamber of Commerce
Tamara Pigott, Director, Lee County Visitor & Convention Bureau
Sanibel Fire Department

TOTAL VEHICLES THROUGH SANIBEL CAUSEWAY BY MONTH

	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>TOTAL</u>
1975	71,497	77,820	92,725	70,355	60,632	59,139	62,322	62,201	45,480	53,450	59,084	78,668	795,348
1976	84,299	96,545	111,476	89,794	71,553	70,031	75,252	71,522	58,676	62,895	71,382	89,853	953,278
1977	94,447	108,599	129,246	103,187	82,152	77,932	83,723	79,071	65,662	75,735	85,564	97,797	1,083,115
1978	104,193	115,285	145,573	108,652	95,454	90,836	99,998	98,175	80,288	89,577	99,901	107,774	1,235,706
1979	120,611	133,867	161,086	132,023	106,364	97,850	99,924	101,007	78,769	98,014	108,945	118,275	1,356,735
1980	132,655	148,630	171,790	144,903	123,261	117,852	124,672	120,338	98,302	115,265	119,052	136,561	1,553,281
1981	141,531	158,419	187,929	159,416	139,422	126,940	134,746	127,094	111,486	123,591	131,986	142,354	1,684,914
1982	151,598	172,210	205,406	171,080	142,796	123,004	133,581	125,851	108,680	123,777	138,525	150,133	1,746,641
1983	165,687	175,371	206,486	175,982	155,029	137,686	140,377	138,763	123,577	145,603	155,938	167,072	1,887,571
1984	177,772	202,219	238,398	198,917	172,520	155,093	157,527	161,249	136,934	161,877	172,336	185,437	2,120,279
1985	195,656	214,378	260,947	218,871	189,217	166,656	170,963	171,472	144,877	171,828	184,240	201,856	2,290,961
1986	222,671	237,844	277,318	233,768	205,791	184,725	192,522	190,157	165,626	189,818	199,923	218,970	2,519,133
1987	237,853	253,132	292,300	256,283	228,039	202,271	212,669	198,889	179,830	203,003	218,186	227,822	2,710,277
1988	240,333	263,684	298,358	261,259	227,835	211,278	219,390	202,843	185,991	211,476	225,141	232,510	2,780,098
1989	262,812	275,217	319,506	265,334	240,919	217,282	223,224	217,561	194,282	224,655	234,250	226,305	2,901,347
1990	263,259	283,752	330,219	286,758	247,651	226,605	227,423	228,836	196,113	229,494	248,957	251,114	3,020,181
1991	284,739	287,309	327,890	285,819	249,680	220,757	225,596	223,316	191,537	225,082	238,544	253,706	3,013,975
1992	280,819	297,992	325,286	282,992	254,534	220,681	240,321	221,543	208,241	241,442	250,092	264,262	3,088,205
1993	290,670	296,725	337,653	302,459	261,192	233,296	246,572	233,370	212,183	239,421	259,123	270,798	3,183,462
1994	293,531	300,002	357,362	308,596	264,426	228,980	240,589	234,362	212,574	246,573	265,715	272,408	3,225,118
1995	299,559	308,171	348,594	307,534	268,757	230,841	243,361	199,379	209,803	241,521	270,379	271,923	3,199,822
1996	304,407	326,104	347,728	311,173	271,955	238,613	250,166	241,345	212,542	246,955	264,623	268,229	3,283,840
1997	306,316	310,880	359,236	305,966	277,043	243,687	253,515	244,433	208,686	253,406	264,595	269,812	3,297,575
1998	307,702	312,839	354,579	323,198	278,057	244,061	257,095	244,650	194,238	261,953	276,278	281,724	3,336,374
1999	309,901	321,124	364,627	321,078	277,797	245,719	266,201	245,368	220,735	248,747	282,998	280,212	3,384,507
2000	314,885	334,888	362,049	318,087	284,199	256,539	263,139	244,603	224,860	261,497	284,445	284,578	3,433,769
2001	322,154	333,949	373,881	330,856	289,756	262,558	265,127	257,564	209,826	253,214	280,433	281,029	3,460,347
2002	318,784	324,030	372,848	322,133	283,490	249,509	266,951	254,452	218,476	262,318	279,067	278,258	3,430,316
2003	292,127	299,200	334,043	298,465	269,750	240,791	261,964	243,152	208,777	261,425	274,091	273,962	3,257,747
2004	304,643	318,535	356,220	316,083	275,031	253,718	270,112	144,277	169,391	235,888	231,622	236,781	3,112,301
2005	267,889	273,111	319,514	273,327	243,571	220,531	232,041	212,698	183,277	183,538	239,412	241,946	2,890,855
2006	268,038	266,706	322,245	276,324	240,382	219,615	218,316	196,253	180,467	213,190	236,941	237,016	2,875,493
2007	271,923	267,015	317,457	272,220	240,125	224,222	227,500	215,347	184,663	217,740	238,781	241,586	2,918,579
2008	273,912	291,589	325,814	280,186	245,084	216,491	226,915	201,964	174,041	214,334	229,541	244,711	2,924,582
2009	273,234	280,538	323,380	285,150	235,716	218,375	231,610	205,751	180,175	217,507	232,254	243,172	2,926,862
2010	261,120	270,500	325,113	283,061	241,916	217,699	224,456	200,719	180,493	213,581	232,349	235,598	2,886,605
2011	259,151	280,964	334,523	289,364	240,349	222,098	234,623	208,694	183,962	213,083	240,131	246,690	2,953,632
2012	271,691	292,491	340,172										

8/19/08-8/19/08 Toll Facility closed due to Tropical Storm Fay
 10/23/05-10/25/05 Toll Facility closed due to Hurricane Wilma
 09/01-09/05/04 - Causeway closed to non-residents & non-business owners
 08/19-09/31/04 - Causeway closed to non-residents & non-business owners
 08/12/04-08/18/04 - Toll Facility closed due to Hurricane Charley
 01/20/03 - Causeway shut down for emergency repairs to Span "B"
 09/24/98-09/27/98 - Toll Facility closed due to Hurricane Georges
 11/96-12/96 - Estimated; new toll equipment installed
 08/95 - Computer "crashed" - estimated total

PERIODIC DAILY LANE TRAFFIC REPORT

Sanibel Island

Start Date: 02/01/2012

End Date: 02/29/2012

Date	Lane 1	Lane 2	Lane 3	Total
02/01/2012	2,089	1,796	5,867	9,754
	2			
02/02/2012	1,676	2,194	6,116	9,984
	- 2			
02/03/2012	2,102	1,708	6,014	9,823
		- 1		
02/04/2012	2,357	1,872	4,911	9,140
02/05/2012	1,688	1,218	3,487	6,393
02/06/2012	1,987	1,644	5,522	9,153
02/07/2012	2,208	1,735	5,901	9,844
02/08/2012	2,348	2,049	6,078	10,475
02/09/2012	2,270	1,906	6,143	10,319
02/10/2012	2,347	1,946	6,193	10,486
02/11/2012	2,337	1,844	4,936	9,117
02/12/2012	1,935	1,518	3,810	7,263
02/13/2012	2,254	1,866	5,772	9,892
02/14/2012	2,433	2,225	6,265	10,923
02/15/2012	2,591	2,204	6,237	11,033
	1			
02/16/2012	2,648	2,313	6,230	11,191
02/17/2012	2,667	2,327	6,436	11,430
02/18/2012	3,038	2,567	5,390	10,995
02/19/2012	2,391	1,981	4,329	8,699
	- 2			
02/20/2012	2,674	2,339	5,910	10,922
	- 1			
02/21/2012	2,659	2,531	6,312	11,501
	- 1			
02/22/2012	2,747	2,396	6,396	11,538
	- 1			
02/23/2012	2,660	2,397	6,465	11,524
	2			
02/24/2012	2,621	2,257	6,514	11,397
	5			

PERIODIC DAILY LANE TRAFFIC REPORT

Sanibel Island

Start Date: 02/01/2012

End Date: 02/29/2012

<u>Date</u>	<u>Lane 1</u>	<u>Lane 2</u>	<u>Lane 3</u>	<u>Total</u>
02/25/2012	2,565	2,122	5,020	9,707
02/26/2012	2,117	1,689	4,058	7,865
02/27/2012	2,357	1,978	5,892	10,227
02/28/2012	2,478	2,135	6,228	10,841
02/29/2012	2,548	2,173	6,334	11,055
Total:	68,795	58,930	164,766	292,491

Lee County Toll System
PERIODIC DAILY AVI TRAFFIC REPORT
 Sanibel Island

Start Date: 02/01/2012

End Date: 02/29/2012

Revenue Date	Prepaid Variable			Prepaid			AVI Exempt	Total
	AVI	AVI Red	AVI Full	AVI	AVI Red	AVI Full		
02/01/2012	0	0	0	746	2919	2467	44	6178
02/02/2012	0	0	0	769	3040	2489	54	6352
02/03/2012	0	0	0	844	3008	2430	28	6310
02/04/2012	0	0	0	868	2515	1644	17	5044
02/05/2012	0	0	0	532	1911	1164	22	3629
02/06/2012	0	0	0	652	2743	2313	42	5780
02/07/2012	0	0	0	795	2898	2424	45	6162
02/08/2012	0	0	0	883	2936	2493	43	6355
02/09/2012	0	0	0	869	3060	2468	48	6445
02/10/2012	0	0	0	939	3055	2449	38	6481
02/11/2012	0	0	0	802	2506	1717	16	5041
02/12/2012	0	0	0	550	2024	1247	30	3851
02/13/2012	0	0	0	747	2896	2364	49	6056
02/14/2012	0	0	0	942	2991	2485	42	6460
02/15/2012	0	0	0	872	3051	2445	46	6414
02/16/2012	0	0	0	963	3053	2395	34	6445
02/17/2012	0	0	0	1103	3059	2449	39	6650
02/18/2012	0	0	0	1224	2517	1666	22	5429
02/19/2012	0	0	0	933	2112	1309	13	4367
02/20/2012	0	0	0	982	2847	2183	28	6040
02/21/2012	0	0	0	981	3043	2352	33	6409
02/22/2012	0	0	0	979	3120	2433	53	6585
02/23/2012	0	0	0	983	3169	2463	45	6660
02/24/2012	0	0	0	1046	3135	2452	37	6670
02/25/2012	0	0	0	884	2538	1685	15	5122
02/26/2012	0	0	0	686	2102	1291	20	4099
02/27/2012	0	0	0	812	2868	2416	34	6130
02/28/2012	0	0	0	872	3072	2462	48	6454
02/29/2012	0	0	0	945	3167	2480	46	6638
Total:	0	0	0	25235	81355	62635	1031	170256

Lee County Toll System
PERIODIC DAILY AVI TRAFFIC REPORT
 Sanibel Island

Start Date: 03/01/2012

End Date: 03/31/2012

Revenue Date	Prepaid Variable			Prepaid			AVI Exempt	Total
	AVI	AVI Red	AVI Full	AVI	AVI Red	AVI Full		
03/01/2012	0	0	0	1025	3171	2435	48	6679
03/02/2012	0	0	0	1080	3109	2419	40	6648
03/03/2012	0	0	0	1221	2522	1707	29	5479
03/04/2012	0	0	0	649	2164	1286	17	4116
03/05/2012	0	0	0	919	3016	2343	38	6316
03/06/2012	0	0	0	931	3087	2487	43	6548
03/07/2012	0	0	0	1019	3053	2462	46	6580
03/08/2012	0	0	0	1024	3060	2433	30	6547
03/09/2012	0	0	0	1180	3176	2384	34	6774
03/10/2012	0	0	0	1331	2606	1737	17	5691
03/11/2012	0	0	0	1000	2185	1286	22	4493
03/12/2012	0	0	0	1051	2960	2229	31	6271
03/13/2012	0	0	0	1146	3114	2367	32	6659
03/14/2012	0	0	0	1237	3042	2382	37	6698
03/15/2012	0	0	0	1169	3128	2360	32	6689
03/16/2012	0	0	0	1343	3097	2319	23	6782
03/17/2012	0	0	0	1432	2491	1710	23	5656
03/18/2012	0	0	0	1115	2202	1310	20	4647
03/19/2012	0	0	0	984	2963	2384	47	6378
03/20/2012	0	0	0	988	3154	2460	46	6648
03/21/2012	0	0	0	963	3008	2456	42	6469
03/22/2012	0	0	0	962	3029	2512	29	6532
03/23/2012	0	0	0	1174	3159	2416	32	6781
03/24/2012	0	0	0	1291	2517	1784	27	5619
03/25/2012	0	0	0	781	2140	1294	30	4245
03/26/2012	0	0	0	886	2899	2350	36	6171
03/27/2012	0	0	0	884	2979	2479	45	6387
03/28/2012	0	0	0	944	3038	2455	49	6486
03/29/2012	0	0	0	988	3046	2508	48	6590
03/30/2012	0	0	0	1012	3052	2457	36	6557
03/31/2012	0	0	0	1225	2503	1800	23	5551
Total:	0	0	0	32954	88670	67011	1052	189687

PERIODIC DAILY LANE TRAFFIC REPORT

Sanibel Island

Start Date: 03/01/2012 End Date: 03/31/2012

Date	Lane 1	Lane 2	Lane 3	Total
03/01/2012	2,560	2,410	6,429	11,401
	2			
03/02/2012	2,646	2,370	6,374	11,390
03/03/2012	2,879	2,547	5,390	10,816
03/04/2012	2,023	1,662	4,011	7,697
	1			
03/05/2012	2,497	2,225	6,132	10,854
03/06/2012	2,600	2,161	6,352	11,113
03/07/2012	2,666	2,217	6,378	11,261
03/08/2012	2,580	2,369	6,377	11,326
03/09/2012	2,603	2,285	6,552	11,440
03/10/2012	2,981	2,735	5,629	11,345
03/11/2012	2,498	2,158	4,456	9,112
03/12/2012	2,782	2,515	6,152	11,443
	- 6			
03/13/2012	2,677	2,531	6,547	11,754
		- 1		
03/14/2012	2,897	2,528	6,573	11,998
03/15/2012	2,807	2,575	6,574	11,956
03/16/2012	2,884	2,531	6,610	12,025
03/17/2012	3,002	2,876	5,604	11,482
03/18/2012	2,640	2,332	4,647	9,619
03/19/2012	2,594	2,281	6,199	11,073
	- 1			
03/20/2012	2,664	2,229	6,446	11,339
03/21/2012	2,536	2,181	6,260	10,976
	- 1			
03/22/2012	2,602	2,358	6,337	11,297
03/23/2012	2,651	2,327	6,581	11,559
03/24/2012	3,114	2,752	5,572	11,438
03/25/2012	2,232	1,797	4,180	8,209
03/26/2012	2,566	2,363	5,939	10,859
		- 8	- 1	
03/27/2012	2,535	2,192	6,242	10,960
	- 9			

PERIODIC DAILY LANE TRAFFIC REPORT

Sanibel Island


Start Date: 03/01/2012


End Date: 03/31/2012

Date	Lane 1	Lane 2	Lane 3	Total
03/28/2012	2,572	2,144	6,319	11,034
	-	1		
03/29/2012	2,515	2,156	6,398	11,069
03/30/2012	2,466	2,124	6,298	10,887
		-	1	
03/31/2012	3,092	2,838	5,508	11,440
	2			
Total:	82,348	72,759	185,065	340,172

June 5, 2012

MEMORANDUM

TO: Sylvia A. Edwards, Finance Director 

FROM: Frances J. Slane, Fiscal Analyst 

RE: Statement of General Fund Revenues and Expenditures – Budget-to-Actual
October 1, 2011 through March 31, 2012

As Council has requested attached is the budget-to-actual report for the general fund through March 31, 2012. The report is in the format presented in the Comprehensive Annual Financial Report (CAFR), with an added column presenting percent of actual expenditures to the amended budget. The letters to the right of the percent column identify anomalies within plus or minus 5% of the percent of fiscal year completed (50%) and are explained below:

- A) The majority of ad valorem taxes are normally collected early in the year as taxpayers take advantage of discounts for early payments. Year-to-date collections are in line with budget expectations. Collections as of March 2011 were 88.17%.
- B) Business tax receipts are collected prior to the beginning of the year and are shown as revenue in the first month of the new fiscal year. Year-to-date collections are in line with budget expectations.
- C) The casualty insurance premium tax payment will be received in a lump sum in August 2012.

- D) Communications services taxes are paid in arrears; five months of payments were received through March 31, not six.
- E) Electrical franchise fees of \$561,067 were paid in a lump sum in January.
- F) Police services billings for special events of \$33,862 are higher than the FY12 budget of \$30,000; solid waste tipping fees of \$125,739 are higher than one-half of the \$185,000 budget.
- G) The City received a \$23,209 refund from the Florida Municipal Insurance Trust and a \$22,350 refund for workers compensation premiums paid in FY11.
- H) Legislative Department – Other contractual services is less than budget but it is expected that expense through the year will conform to the budget.
- I) Legal Department – The legal services line is less than budget but it is expected that expense through the year will conform to the budget.
- J) General Government – Lump sum pension payments of \$2,000,000 and \$1,000,000 were made in February.

- K) Police Department – Annual pension payments for both plans were made in the first half of the year.
- L) SEMP – The annual payment for the weather consultant was made in October and the operating supply budget was expended in preparation for the hurricane season.
- M) Garbage Recycling – Repair and maintenance is under-expended through March. Work is done on an as-needed basis and it is expected that expense will be incurred during the remainder of the year.
- N) Public Works – Annual pension payments were made in February.
- O) Historical Village and Museum –The majority of annual windstorm and flood premiums were paid in the first half of the year.
- P) Public Facilities – Repair and maintenance is under-expended through March. Work is done on an as-needed basis and it is expected that expense will be incurred during the remainder of the year.
- Q) Performing Arts Facility –The annual windstorm and flood premiums of \$6,678 and \$5,583 were paid in the first half of the year.
- R) Expenditures are never made directly from the reserves, but are re-appropriated by Council-approved budget amendment to the department responsible for supervising the expenditure. Through March 31, 2012 Council has approved the budget amendments below:

Budget Amendment No.	Amount from Reserves	Purpose
Beginning Reserves	\$6,390,000	
BA2012-007	-\$6,350	Convert ball park pavilion into a lightening safe shelter
BA2012-008	-\$27,000	Legal advertising in the News-Press
BA2012-012	-\$35,000	Cisco information technology consulting and advisory services
BA2012-014	-\$6,000	America's Darling series
BA2012-016	-\$1,926	Deductible for vehicle damage on December 23, 2011
BA2012-020	-\$20,000	GERP actuarial services and special reports
Ending Reserves	\$6,293,724	

- S) Reserve for Undercollection of Revenue – As mentioned above in A) taxpayers have the option of receiving a discount by paying their ad valorem taxes early, that is in the months from November through February. Therefore, the City never collects 100% of its property tax levy and sets aside a percentage of its ad valorem tax levy as a reduction of revenue. In FY12 Council approved a 4% reserve for undercollection.

T) Fund Balance – In the column labeled “Actual” the audited FY12 beginning fund balance on October 1, 2011 was \$17,411,261. This and the net change in fund balance of -\$44,093, found directly above it, are added together to calculate the unaudited fund balance on March 31, 2012 of \$17,367,169.

The difference between the audited beginning fund balance of \$17,411,261 and the adopted beginning fund balance of \$15,314,577 is due to FY11 operating expenditures and reserve expenditures being less than budgeted and revenues being more than budgeted.

fjs

Attachment: Statement of Revenues, Expenditures and changes in Fund Balances – Budget and Actual – General Fund

CITY OF SANIBEL, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (UNAUDITED)
GENERAL FUND

For the Six Months Ended March 31, 2012

Percent of Fiscal Year Completed 50.00%

	Budgets		Actual	Variance with Amended Budget Positive (Negative)	Percent of Actual to Amended Budget	
	Original	Amended				
Revenues						
Taxes						
Property taxes	\$ 8,850,564	\$ 8,754,881	7,786,695	\$ (968,186)	88.94%	A
Business tax receipts	289,332	289,332	282,568	(6,764)	97.66%	B
Casualty insurance premium tax	58,725	58,725	-	(58,725)	0.00%	C
Communications services tax	540,000	540,000	223,104	(316,896)	41.32%	D
Licenses and permits	986,000	986,000	817,881	(168,119)	82.95%	E
Intergovernmental revenues	645,585	670,585	302,112	(368,473)	45.05%	
Charges for services	1,442,000	1,501,514	850,626	(650,888)	56.65%	F
Fines and forfeitures	37,000	37,000	18,807	(18,193)	50.83%	
Miscellaneous*	288,621	311,254	218,217	(93,038)	70.11%	G
Total revenues	13,137,827	13,149,291	10,500,010	(2,649,282)	79.85%	
Expenditures						
Current						
General government						
Legislative	219,035	248,535	107,885	140,650	43.41%	H
Administrative	782,969	791,469	424,998	366,471	53.70%	
Management information systems	757,832	811,282	381,075	430,207	46.97%	
Finance	850,801	895,801	458,644	437,157	51.20%	
Legal	582,982	582,982	261,673	321,309	44.89%	I
Planning	762,953	780,453	399,747	380,706	51.22%	
Insurance/Gen'l Gov't	3,538,152	5,561,361	3,388,759	2,172,602	60.93%	J
General government	7,494,724	9,671,883	5,422,781	4,249,102	56.07%	
Public safety						
Police	3,666,934	3,669,860	2,079,927	1,589,933	56.68%	K
SEMP	24,030	24,030	13,420	10,610	55.85%	L
Public safety	3,690,964	3,693,890	2,093,347	1,600,543	56.67%	
Physical Environment						
Garbage recycling	59,300	59,300	17,484	41,816	29.48%	M
Natural resources management	605,216	630,216	286,562	343,654	45.47%	
Physical Environment	664,516	689,516	304,046	385,470	44.10%	
Transportation-Public works	717,954	739,777	421,227	318,550	56.94%	N
Culture/Recreation						
Parks & Recreation						
Below Market Rate Housing	269,695	269,695	135,372	134,323	50.19%	
Historical Village & Museum	149,023	149,023	82,941	66,082	55.66%	O
Public facilities	485,868	489,468	215,039	274,429	43.93%	P
Performing arts facility	14,468	14,468	12,261	2,207	84.75%	Q
Culture/Recreation	919,054	922,654	445,613	477,041	48.30%	
Total expenditures	13,487,212	15,717,720	8,687,014	7,030,706	55.27%	
Excess revenues over expenditures	(349,386)	(2,568,429)	1,812,996	4,381,425	-70.59%	
Other financing sources (uses)						
Operating transfers in						
Reserve for contingencies	(6,390,000)	(6,293,724)	-	6,293,724	0.00%	R
Operating transfers out	(3,714,175)	(3,720,525)	(1,857,088)	(1,863,437)	49.91%	
Reserve for undercollection of revenue	(354,023)	(357,850)	-	357,850	0.00%	S
Total other financing sources (uses)	(10,458,198)	(10,372,099)	(1,857,088)	4,788,137	17.90%	
Net change in fund balances	(10,807,584)	(12,940,528)	(44,093)	12,896,436	0.34%	
Fund balances, October 1, 2011 (Audited)	15,314,577	17,411,261	17,411,261	-	100.00%	T
Fund balances, March 31, 2011 (Audited)	\$ 4,506,993	\$ 4,470,733	\$ 17,367,169	\$ 12,896,436		

*Does not include unrealized gains (losses)

Integrity
Fixed Income Management, LLC

Presents:
The City of Sanibel
Operating, Reserve, Surplus & Restricted Funds
As of March 31, 2012

Investment Summary as of 3/31/2012

- Total Portfolio Market Value of \$21,385,829
- Total Portfolio Market Value Increase¹ :
 - Fiscal Year To Date - \$202,649, or 0.97%
 - Rolling Twelve Months - \$640,355, or 3.14%
- Total Portfolio Yield to Maturity ² of 1.5% as of March 31, 2012

1) Principal and Income Returns, Gross of Investment Management and Custody Fees. Past performance does not guarantee future results.

2) Yield to maturity on cost basis. Portfolio cost basis was \$21,107,884 as of 3/31/12.

Projected Annual Income as of 3/31/12

Portfolio	Principal Cost Value *	Yield to Maturity on Amortized Cost (Gross of Fees)	Projected Annual Income
Operating (0-1 Yr)	\$6,322,049.03	0.9%	\$56,898
Reserves (0-2 Yr)	\$7,630,079.67	1.1%	\$83,931
Surplus (3-5 Yr)	\$5,225,570.15	1.8%	\$94,060
Restricted (10-15 Yr)	\$1,930,185.46	4.3%	\$82,998
Total	\$21,107,884.31	1.5%	\$317,888
Less Projected Custody and Mgmt Fees @ 0.175% of Market Value			(\$37,431)
Projected Net Relationship Annual Income			\$280,457

* Principal Cost Value is calculated by taking the Total Portfolio Cost Value from the custodial statement and subtracting accrued income.

Operating Portfolio Performance – Gross of Fees

	3 Months	Fiscal Year to Date	1 Year	3 Years	Inception to Date
City of Sanibel Operating Fund	0.20%	0.46%	0.81%	NA	0.79%
Merrill Lynch 0-3 Month Treasury Bills Index	0.01%	0.01%	0.04%	NA	0.08%
Relative Performance	0.19%	0.45%	0.77%	NA	0.71%

Inception Date is June 9, 2010

Returns Reflect Principal and Income Returns

Returns Periods Longer Than One Year are Annualized

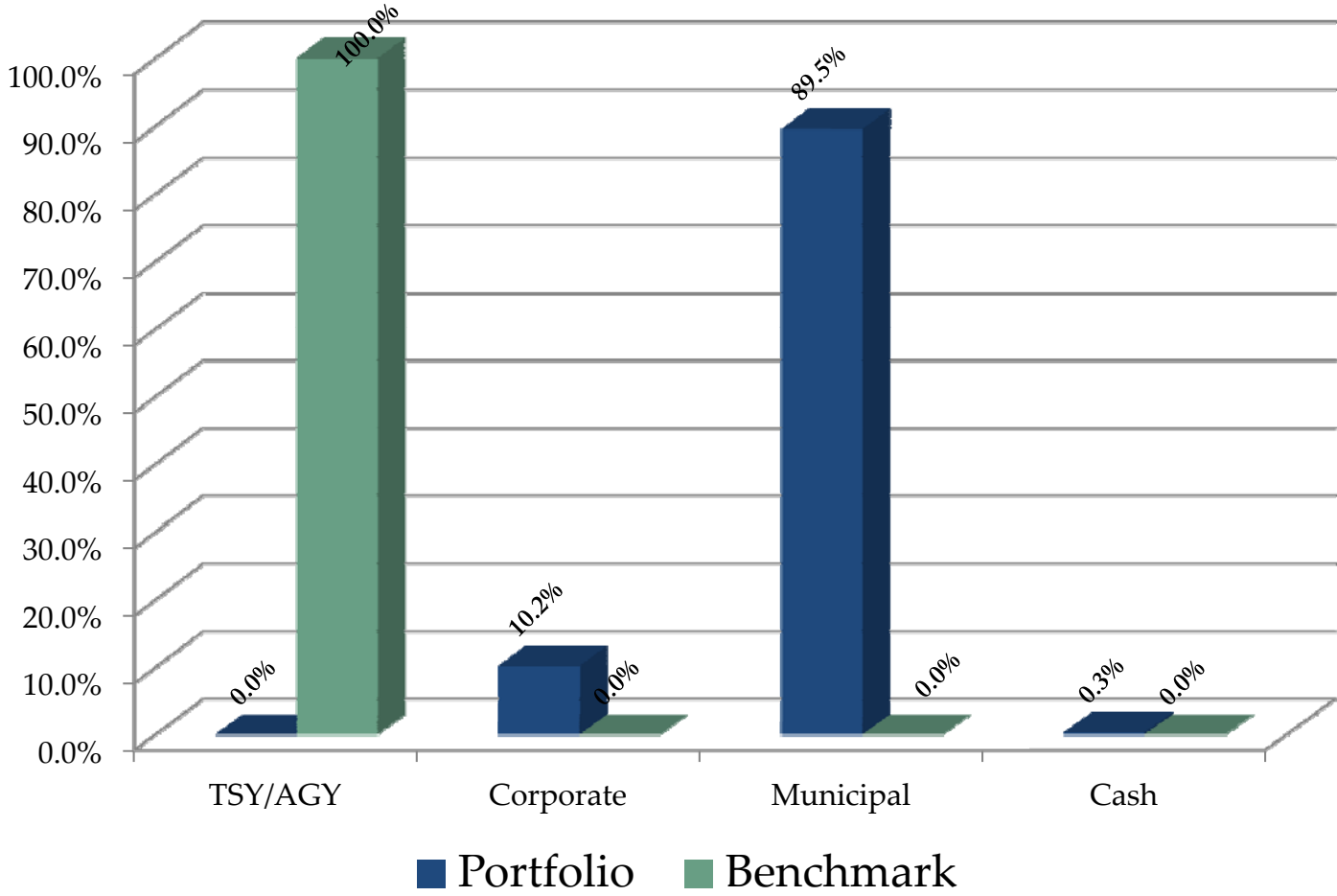
Operating Portfolio Cash Flows

Portfolio Value on 12-31-11	\$6,293,591.16
Accrued Interest	30,528.99
Beginning Market Value	6,324,120.15
Contributions/Transfers	0.00
Withdrawals	0.00
Realized Gains/(Losses)	(1,498.15)
Unrealized Gains/(Losses)	(17,669.62)
Interest	18,012.18
Change in Accrued Interest	16,683.27
Portfolio Value on 3-31-12	6,292,435.57
Accrued Interest	47,212.26
Ending Market Value	\$6,339,647.83

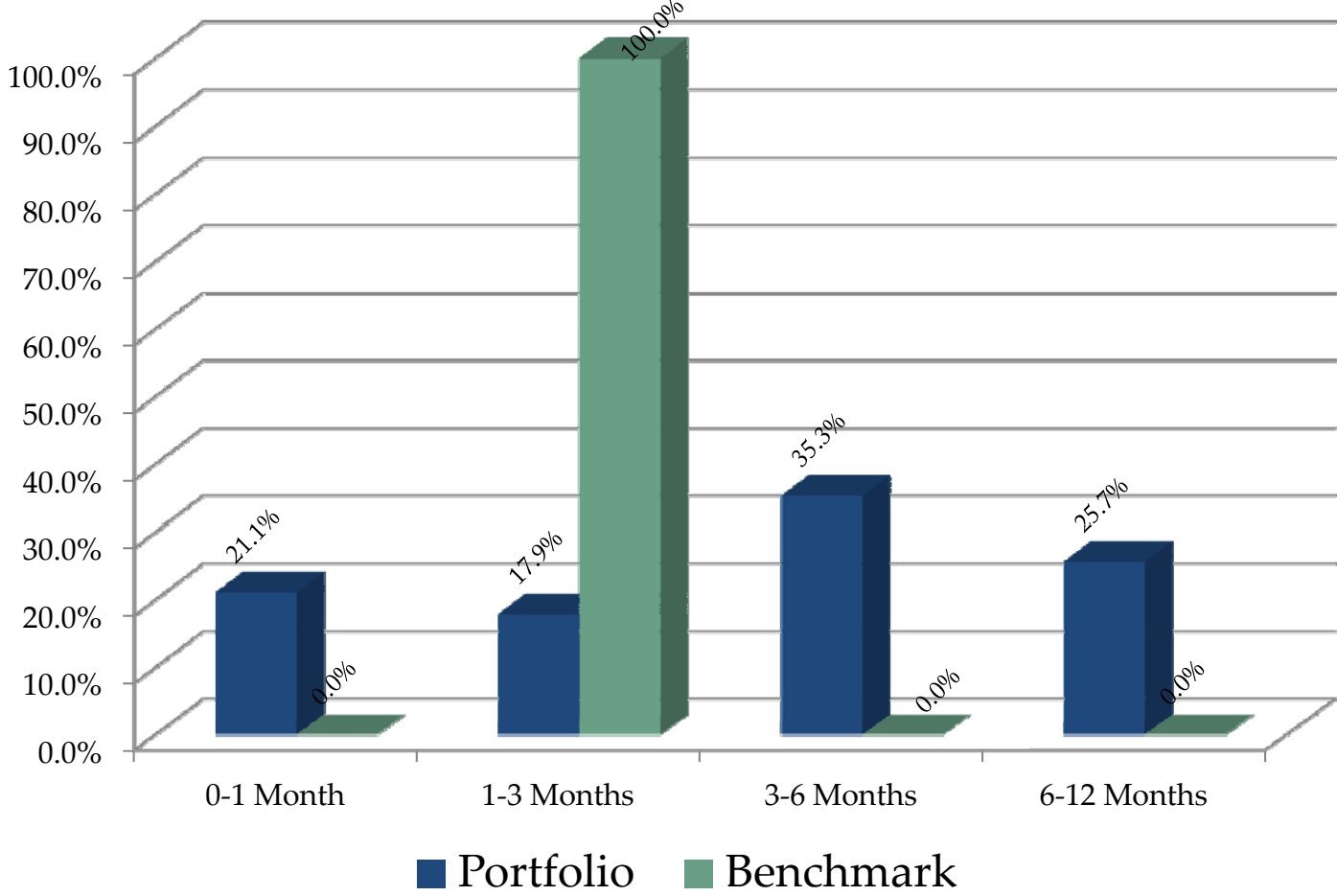
Operating Portfolio Characteristics

	Portfolio	Index
Avg. Quality	AA	AAA
Yield to Amortized Cost	0.9%	0.1%
Avg. Maturity	0.3	0.1
Effective Duration	0.3	0.1

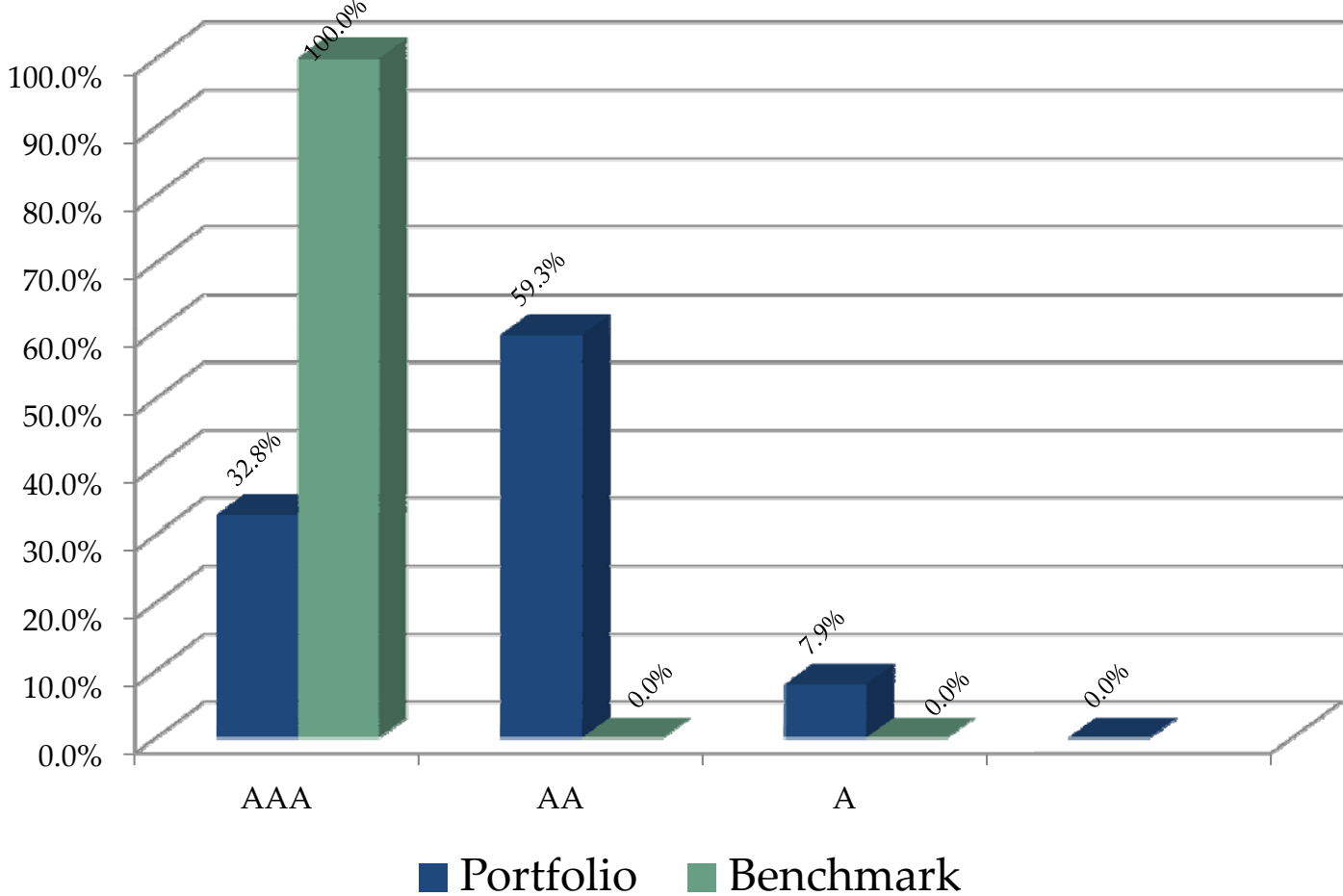
Operating Portfolio Sector Distribution



Operating Portfolio Maturity Distribution



Operating Portfolio Quality Distribution



Operating Portfolio Holdings

Issuer	Coupon	Maturity	S&P Rating	Moody's Rating	Par Value	Market Value	Yield to Maturity	% of Portfolio
<u>CORPORATE BONDS</u>								
JPMORGAN CHASE & CO	5.75	1/2/2013	A-	A1 /*-	65,000	\$67,328	0.8%	1.1%
PUBLIC SERVICE COLORADO	0.00	3/1/2013	A	A3	65,000	\$67,555	1.0%	1.1%
MET LIFE GLOB FUNDING I	2.88	9/17/2012	AA-	Aa3	120,000	\$121,112	0.5%	1.9%
MORGAN STANLEY	6.60	4/1/2012	A-	A2	120,000	\$120,000	2.3%	1.9%
SEARIVER MARITIME FINANC	0.00	9/1/2012	AAA	Aaa	125,000	\$124,043	1.7%	2.0%
SILICON VALLEY BANK	5.70	6/1/2012	A-	A2	44,000	\$44,259	1.9%	0.7%
WELLS FARGO FINANCIAL	5.50	8/1/2012	A+	A2	94,000	\$95,485	0.6%	1.5%
<i>Subtotal</i>						\$639,782		
<u>TAXABLE MUNICIPAL BONDS</u>								
ADAMS CO 12 FIVE STAR SCHS	0.00	12/15/2012	AA-	Aa2	100,000	\$99,293	1.0%	1.6%
ARKANSAS ST DEV FIN AUTH ECC	4.94	9/1/2012	A	NA	25,000	\$25,315	0.7%	0.4%
BOLIVAR TN ENERGY AUTH ELEC	1.00	5/1/2012	NA	A1	85,000	\$85,003	1.3%	1.3%
CLARKE CNTY GA HOSP AUTH	3.00	1/1/2013	AA	Aa1	50,000	\$50,951	0.5%	0.8%
CMWLTH FING AUTH PA	4.26	6/1/2012	AA-	Aa3	35,000	\$35,189	0.7%	0.6%
COMSTOCK PARK MI PUBLIC SCHS	3.00	5/1/2012	AA-	NA	100,000	\$100,181	0.4%	1.6%
FAYETTE CNTY KY SCH DIST FIN C	2.50	6/1/2012	AA	Aa3	35,000	\$35,098	0.8%	0.6%
FORNEY TX	0.80	8/15/2012	A+	Aa3	170,000	\$169,937	0.7%	2.7%
HENRY CNTY & HENRY CNTY WTI	2.00	2/1/2013	NA	Aa2	85,000	\$86,119	0.3%	1.4%
INDEPENDENCE MO SCH DIST LE	4.63	3/1/2013	AA-	Aa3	5,000	\$5,109	0.8%	0.1%
INDIANA ST BOND BANK REVENUE	0.43	8/1/2012	AA+	NA	100,000	\$99,984	0.7%	1.6%
INDIANAPOLIS IN LOCAL PUBLIC I	5.59	1/1/2013	A	A1	320,000	\$330,432	0.9%	5.2%
JEFFERSON CNTY CO SCH DIST #F	5.01	6/15/2012	AA-	Aa3	100,000	\$100,808	0.7%	1.6%
KENT CNTY MI	2.50	4/1/2012	SP-1+	NA	500,000	\$500,000	0.7%	7.9%
KENTUCKY ST ASSET/LIABILITY C	2.21	4/1/2013	A+	Aa3	25,000	\$25,251	0.7%	0.4%
MAINE ST HLTH & HGR EDUC TNI	1.25	7/1/2012	NA	A1	565,000	\$564,938	1.3%	8.9%

Operating Portfolio Holdings

Issuer	Coupon	Maturity	S&P Rating	Moody's Rating	Par Value	Market Value	Yield to Maturity	% of Portfolio
MASSACHUSETTS ST PORT AUTH	5.00	7/1/2012	A	A2	500,000	\$505,300	1.2%	8.0%
MICHIGAN ST	2.00	4/15/2012	AA-	Aa2	500,000	\$500,235	0.7%	7.9%
MISSISSIPPI ST LEASE REVENUE C	1.00	4/15/2012	AA-	NA	100,000	\$100,010	0.9%	1.6%
MONTGOMERY CNTY MD REVENUE	4.00	5/1/2012	AA+	Aa1	40,000	\$40,099	0.8%	0.6%
OKANOGAN CNTY WA PUBLIC UTILITY	1.40	12/1/2012	A-	A1	200,000	\$200,476	1.3%	3.2%
OSCEOLA CNTY FL TOURIST DEVELOPMENT	2.11	10/1/2012	NA ¹	NA ¹	65,000	\$64,990	2.1%	1.0%
RHODE ISLAND ST TURNPIKE & BRIDGE	4.76	12/1/2012	A-	WR	155,000	\$158,295	0.9%	2.5%
SIDNEY NY CENTRL SCH DIST	2.00	6/15/2012	AA-	NA	85,000	\$85,258	0.2%	1.3%
SOUTH BEND IN REDEV AUTH	1.00	8/1/2012	AA	Aa2	400,000	\$399,960	0.7%	6.3%
TEXAS ST AFFORDABLE HSG CORP	4.10	3/1/2013	NA	Aaa	150,000	\$152,207	1.0%	2.4%
TUCSON AZ WTR SYS REVENUE	0.57	7/1/2012	AA-	Aa2	115,000	\$114,972	0.7%	1.8%
UNIV OF LOUISIANA LA SYS BRD OF	2.00	6/1/2012	NA	A3	100,000	\$100,162	0.9%	1.6%
WEST VIRGINIA ST HSG DEV FUND	0.89	5/1/2012	AAA	Aaa	500,000	\$499,965	0.9%	7.9%
WEST VIRGINIA ST HSG DEV FUND	0.99	11/1/2012	AAA	Aaa	300,000	\$299,856	0.9%	4.7%
WSTRN IL UNIV	3.50	4/1/2012	A	A2	100,000	\$100,000	1.0%	1.6%
<i>Subtotal</i>						\$5,635,392		
<u>CASH AND CASH EQUIVALENTS</u>								
FEDERATED PRIME OBLIGATIONS FUND					17,092	\$17,092	0.1%	0.3%
CASH					170	\$170		0.0%
Portfolio Accrued Income						\$47,212		0.7%
Total Portfolio Value						\$6,339,648		

1) Osceola County Florida Tourist Tax Revenue Bonds carry an "A-" Rating from Fitch Ratings, Ltd.

Reserves Portfolio Performance – Gross of Fees

	3 Months	Fiscal Year to Date	1 Year	3 Years	Inception to Date
City of Sanibel Reserves Fund	0.28%	0.56%	1.31%	NA	1.14%
Merrill Lynch 0-1 Year Treasury Bills Index	0.01%	0.06%	0.22%	NA	0.29%
Relative Performance	0.27%	0.50%	1.09%	NA	0.85%

Inception Date is June 9, 2010

Returns Reflect Principal and Income Returns

Returns Longer Than One Year are Annualized

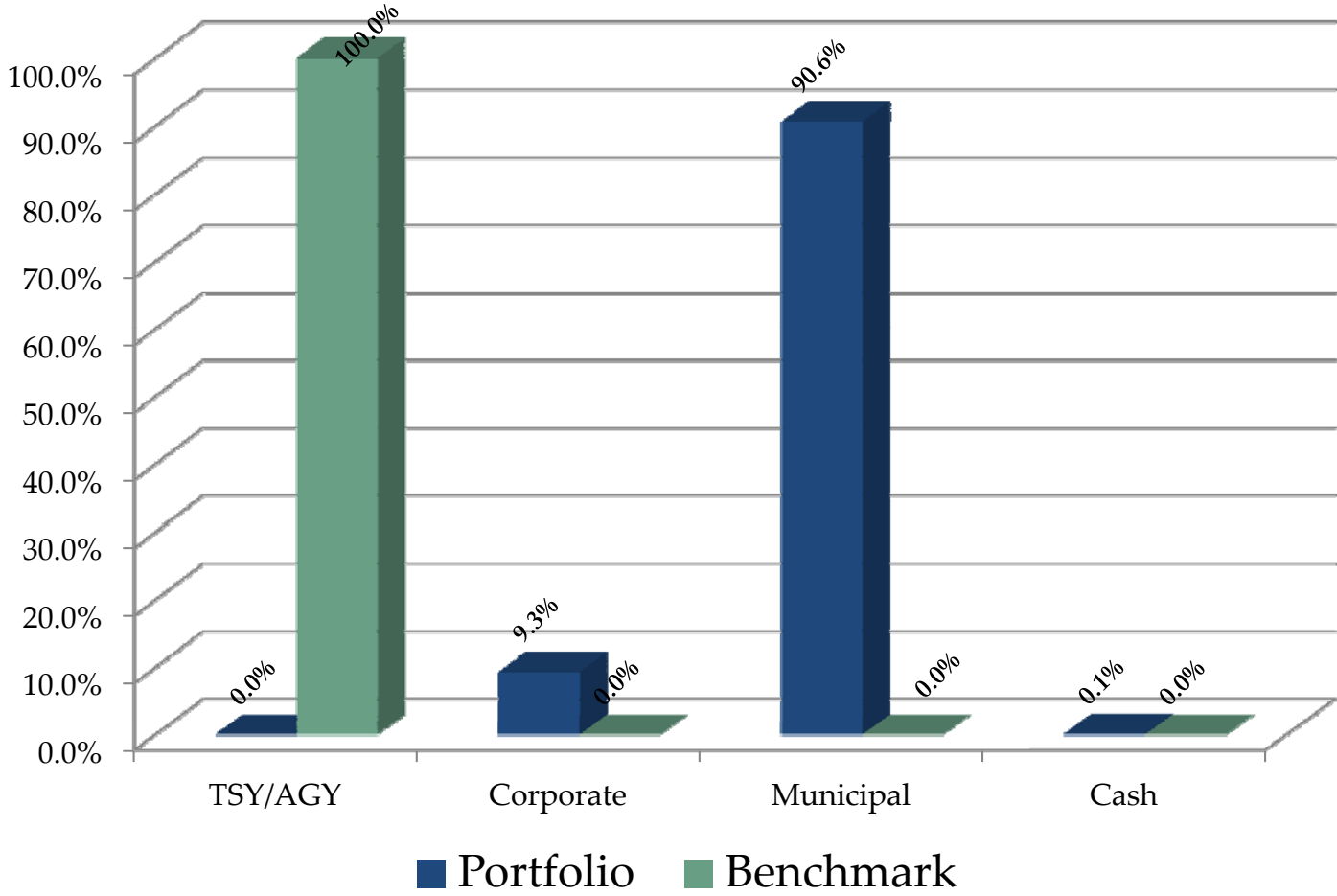
Reserves Portfolio Cash Flows

Portfolio Value on 12-31-11	\$7,568,444.39
Accrued Interest	43,122.39
Beginning Market Value	7,611,566.78
Contributions/Transfers	0.00
Withdrawals	0.00
Realized Gains/(Losses)	(1,980.80)
Unrealized Gains /(Losses)	(22,567.74)
Interest	25,752.13
Change in Accrued Interest	18,631.23
Portfolio Value on 3-31-12	7,569,647.98
Accrued Interest	61,753.62
Ending Market Value	\$7,631,401.60

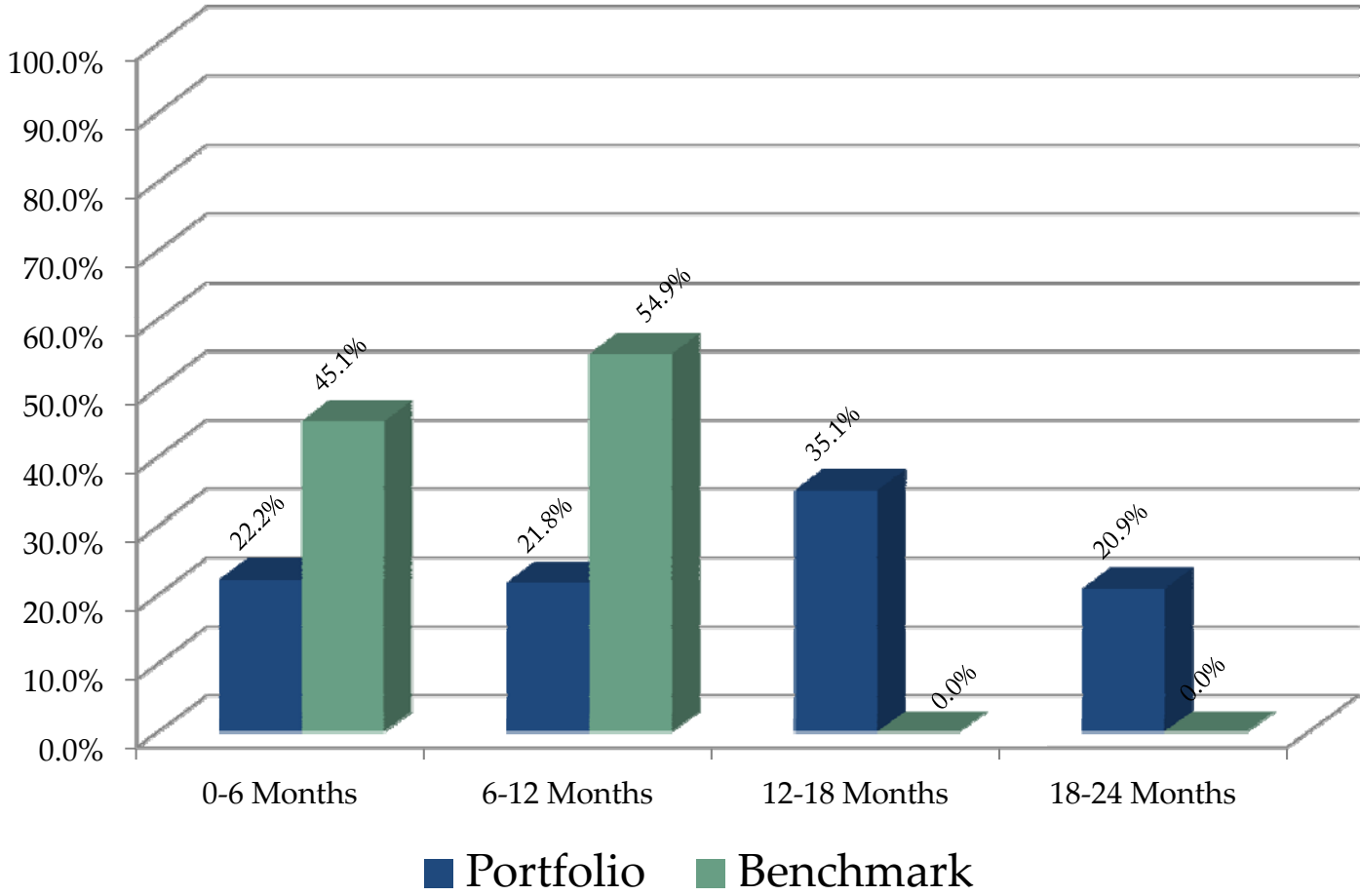
Reserves Portfolio Characteristics

	Portfolio	Index
Avg. Quality	AA	AAA
Yield to Amortized Cost	1.1%	0.2%
Avg. Maturity	0.9	0.4
Effective Duration	0.9	0.4

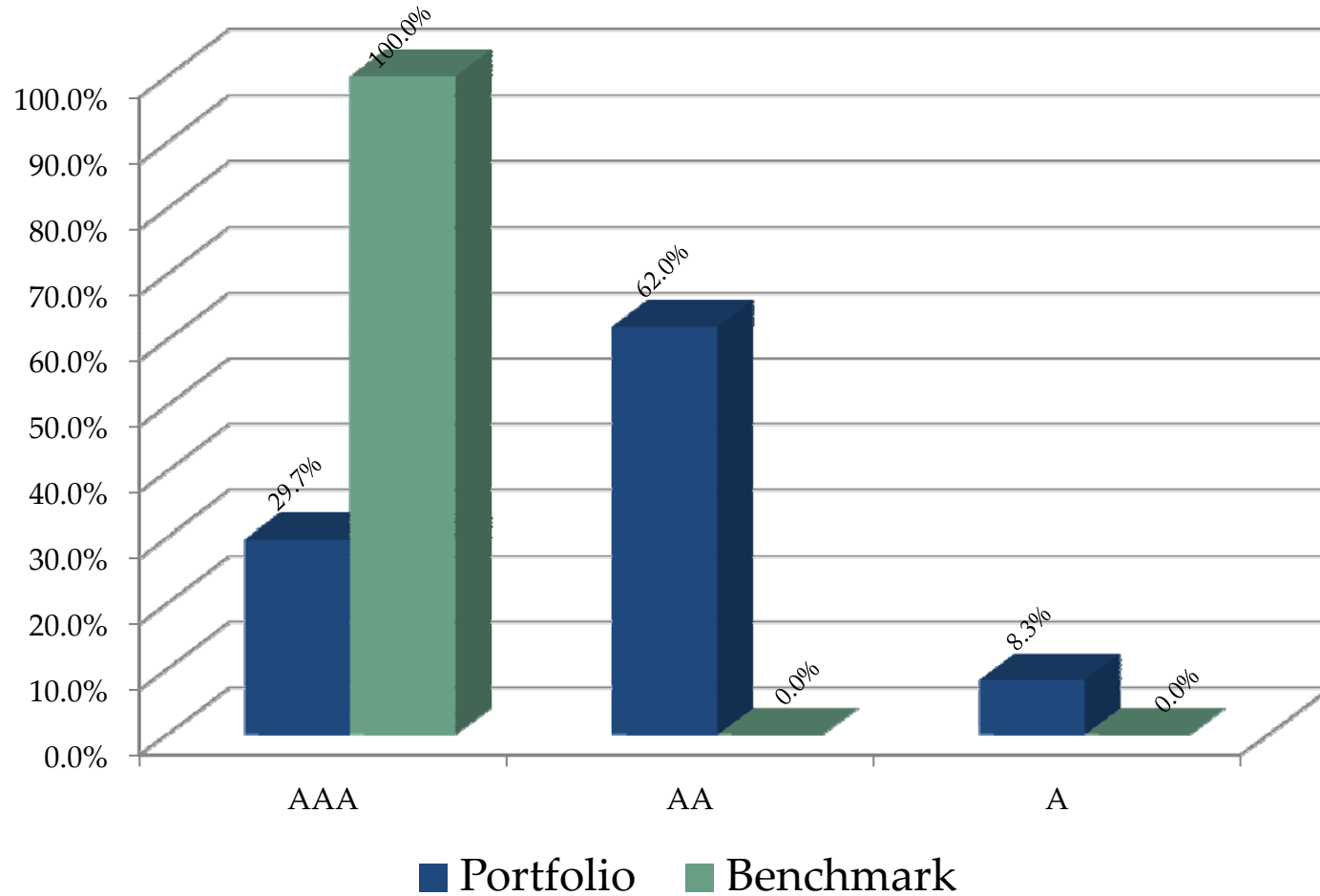
Reserves Portfolio Sector Distribution



Reserves Portfolio Maturity Distribution



Reserves Portfolio Quality Distribution



Reserves Portfolio Holdings

Issuer	Coupon	Maturity	S&P Rating	Moody's Rating	Par Value	Market Value	Yield to Maturity	% of Portfolio
<u>CORPORATE BONDS</u>								
FRANKLIN RESOURCES INC	2.00	5/20/2013	AA-	A1	100,000	\$101,256	0.9%	1.3%
GOLDMAN SACHS GROUP INC	5.45	11/1/2012	A-	A1 /*-	125,000	\$127,849	1.1%	1.7%
JPMORGAN CHASE & CO	5.75	1/2/2013	A	A2	157,000	\$162,622	1.1%	2.1%
PHILIP MORRIS INTL INC	0.00	5/16/2013	A	A3	150,000	\$157,319	0.5%	2.1%
SEARIVER MARITIME FINANC	0.00	9/1/2012	AAA	Aaa	150,000	\$148,851	1.7%	2.0%
<i>Subtotal</i>						\$697,897		
<u>TAXABLE MUNICIPAL BONDS</u>								
BACON CNTY GA HOSP AUTH	1.50	3/1/2013	NA	Aa3	260,000	\$260,023	0.9%	3.4%
BUFFALO NY MUNI HSG AUTH SR	1.30	12/1/2013	NA	Aaa	70,000	\$70,351	1.3%	0.9%
COLUMBUS OH	1.18	6/1/2012	AAA	Aaa	260,000	\$260,250	0.5%	3.4%
COMSTOCK PARK MI PUBLIC SCH	3.00	5/1/2012	AA-	NA	100,000	\$100,181	0.4%	1.3%
CONNECTICUT ST	1.72	5/15/2013	AA	Aa3	250,000	\$253,495	0.7%	3.3%
COVENTRY RI	2.00	11/1/2013	NA	Aa3	500,000	\$509,320	0.4%	6.7%
DELAWARE CNTY PA INDL DEV A	4.00	12/1/2012	A-	A1	375,000	\$382,736	1.0%	5.0%
DURHAM NC COPS	5.21	6/1/2012	AA+	Aa2	100,000	\$100,643	0.7%	1.3%
GAINESVILLE FL UTILITIES SYS R	3.94	10/1/2012	AA	Aa2	360,000	\$365,159	0.8%	4.8%
GEORGIA ST MUNI GAS AUTH	1.77	10/1/2013	AA-	A1	100,000	\$100,529	1.4%	1.3%
INDIANA ST BOND BANK REVENUE	4.63	7/15/2013	AA+	WR	250,000	\$261,975	1.0%	3.4%
INDIANAPOLIS IN LOCAL PUBLIC I	4.61	1/15/2014	AAA	Aaa	140,000	\$149,488	0.6%	2.0%
INDIANAPOLIS IN LOCAL PUBLIC I	4.00	6/1/2013	A	A1	500,000	\$519,295	1.0%	6.8%
KENTUCKY ST ASSET/LIABILITY C	1.50	4/1/2012	A+	Aa3	100,000	\$100,000	1.5%	1.3%
MAINE ST MUNI BOND BANK	1.01	11/1/2012	AA+	NA	25,000	\$25,023	0.8%	0.3%
MET GOVT NASHVILLE & DAVIDS	1.14	7/1/2013	AA-	Aa2	225,000	\$224,867	0.8%	3.0%
MILWAUKEE WI	3.00	5/15/2013	AA	Aa2	200,000	\$205,570	0.7%	2.7%
NEBRASKA ST PUBLIC PWR DIST R	5.14	1/1/2014	AA-	Aa3	25,000	\$26,864	1.1%	0.4%
NEBRASKA ST PUBLIC PWR DIST R	4.85	1/1/2014	A	A1	150,000	\$159,702	1.4%	2.1%
NEVADA ST HSG DIV SF MTGE RE	0.60	10/1/2012	AA+	NA	220,000	\$220,323	0.7%	2.9%

Reserves Portfolio Holdings

Issuer	Coupon	Maturity	S&P Rating	Moody's Rating	Par Value	Market Value	Yield to Maturity	% of Portfolio
NEVADA ST SYS OF HGR EDU UNIV	2.00	7/1/2013	AA-	NA	200,000	\$203,208	0.7%	2.7%
OKLAHOMA ST DEV FIN AUTH LE/	0.99	6/1/2012	AA	NA	450,000	\$450,059	1.0%	5.9%
OREGON ST DEPT OF ADMIN SVC'	4.49	4/1/2012	AAA	Aa2	100,000	\$100,000	4.5%	1.3%
PHOENIX AZ CIVIC IMPT CORP EX	1.72	7/1/2013	AA	Aa3	250,000	\$251,615	1.7%	3.3%
PORT BELLINGHAM WA REVENUE	2.35	12/1/2013	NA	A2	465,000	\$468,092	2.3%	6.2%
PORT GRAYS HARBOR WA	1.25	12/1/2012	NA	A1	150,000	\$150,156	1.2%	2.0%
PORTSMOUTH VA	5.75	7/1/2012	AA	Aa2	130,000	\$131,609	5.7%	1.7%
SOUTH BEND IN REDEV AUTH	1.00	8/1/2012	AA	Aa2	155,000	\$154,985	1.0%	2.0%
SOUTH CAROLINA ST PUBLIC SVC .	6.81	1/1/2014	AA+	Aa1	30,000	33,161	6.2%	0.4%
TAMPA FL REVENUE	1.24	10/1/2013	NA	Aa2	100,000	100,003	1.2%	1.3%
TUCSON AZ WTR SYS REVENUE	0.91	7/1/2013	AA-	Aa2	450,000	\$449,541	0.9%	5.9%
UNIV OF ALABAMA AL UNIV GEN F	2.25	7/1/2012	AA-	Aa2	125,000	\$125,500	2.2%	1.7%
UNIV OF OKLAHOMA OK	1.18	7/1/2013	AA-	NA	100,000	\$100,778	1.2%	1.3%
WASHINGTON ST	4.25	7/1/2012	AA+	Aa1	50,000	\$50,456	4.2%	0.7%
<i>Subtotal</i>						\$7,064,956		
<u>CASH & CASH EQUIVALENTS</u>								
FEDERATED PRIME OBLIGATIONS FUND					23,614	\$10,049	0.1%	0.1%
CASH					70	\$70		0.0%
PENDING CASH ¹					-203,324	-\$203,324		
Portfolio Accrued Income						\$61,754		0.8%
Total Portfolio Value						\$7,631,402		

1) In anticipation of bonds maturing on 4/1/2012, additional bonds were purchased with a forward settlement so that proceeds from pending bond maturities could be reinvested.

Surplus Portfolio Performance – Gross of Fees

	3 Months	Fiscal Year to Date	1 Year	3 Years	Inception to Date
City of Sanibel Surplus Fund	1.03%	1.97%	4.60%	NA	3.31%
Merrill Lynch 3-5 Year Treasury Index	(0.35%)	0.39%	5.85%	NA	4.41%
Relative Performance	1.38%	1.58%	-1.25%	NA	-1.10%

Inception Date is June 9, 2010

Returns Reflect Principal and Income Returns

Returns Longer Than One Year are Annualized

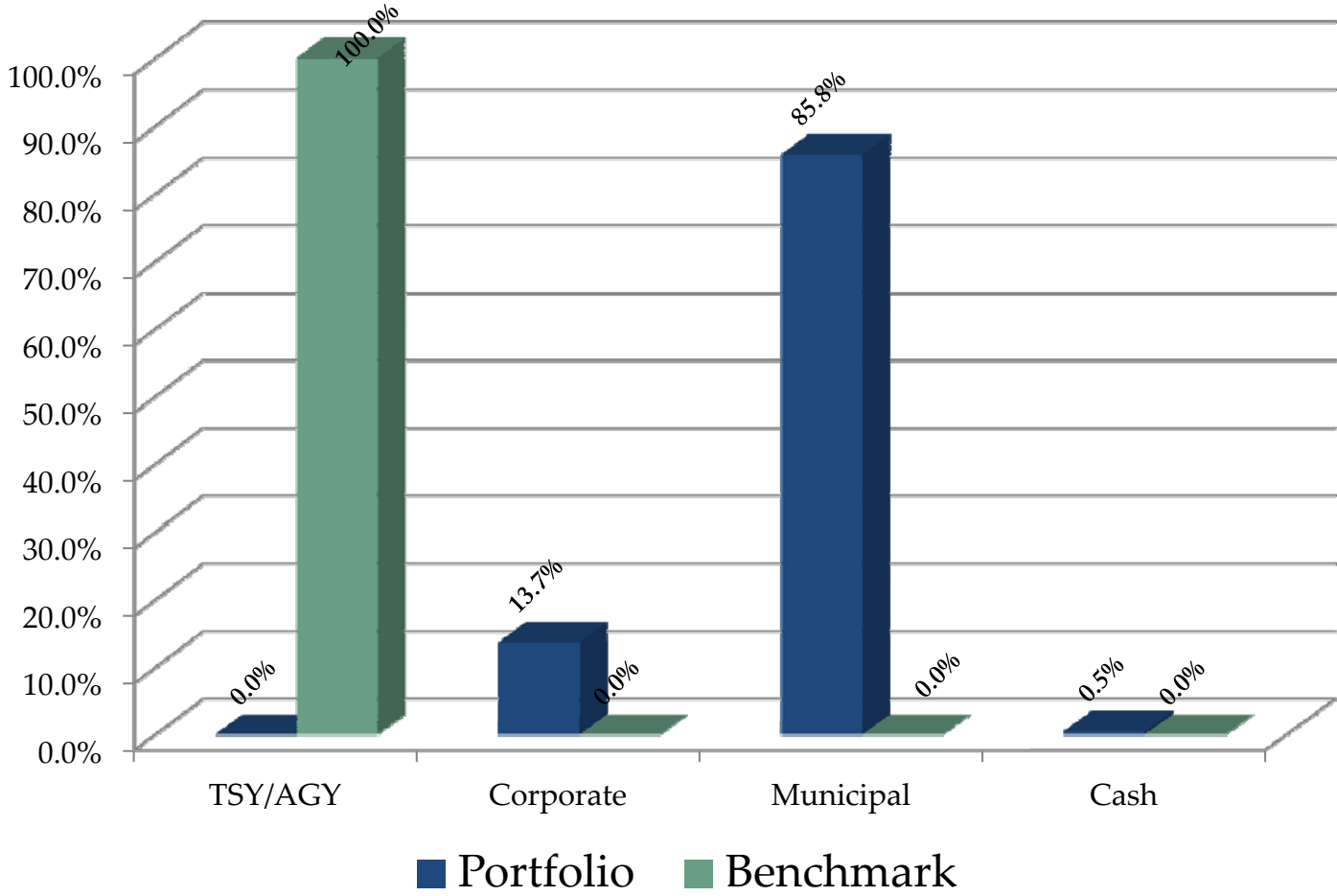
Surplus Portfolio Cash Flows

Portfolio Value on 12-31-11	5,218,932.61
Accrued Interest	33,401.64
Beginning Market Value	5,252,334.25
Contributions/Transfers	0.00
Withdrawals	0.00
Realized Gains/(Losses)	0.00
Unrealized Gains/(Losses)	17,208.98
Interest	22,907.43
Change in Accrued Interest	13,655.98
Portfolio Value on 3-31-12	5,259,049.02
Accrued Interest	47,057.62
Ending Market Value	\$5,306,106.64

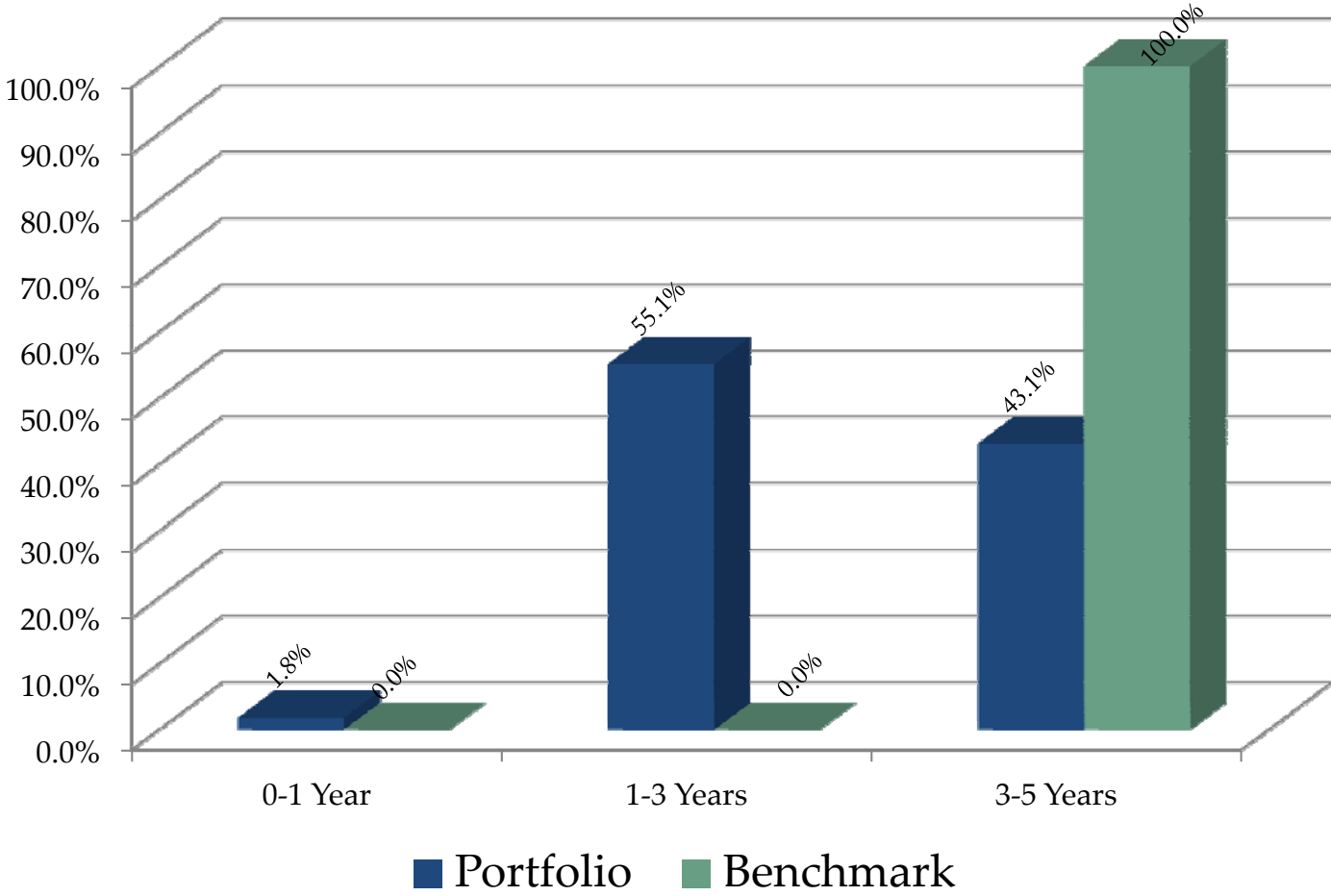
Surplus Portfolio Characteristics

	Portfolio	Index
Avg. Quality	AA	AAA
Yield to Amortized Cost	1.8%	0.8%
Avg. Maturity	2.9	4.0
Effective Duration	2.7	3.8

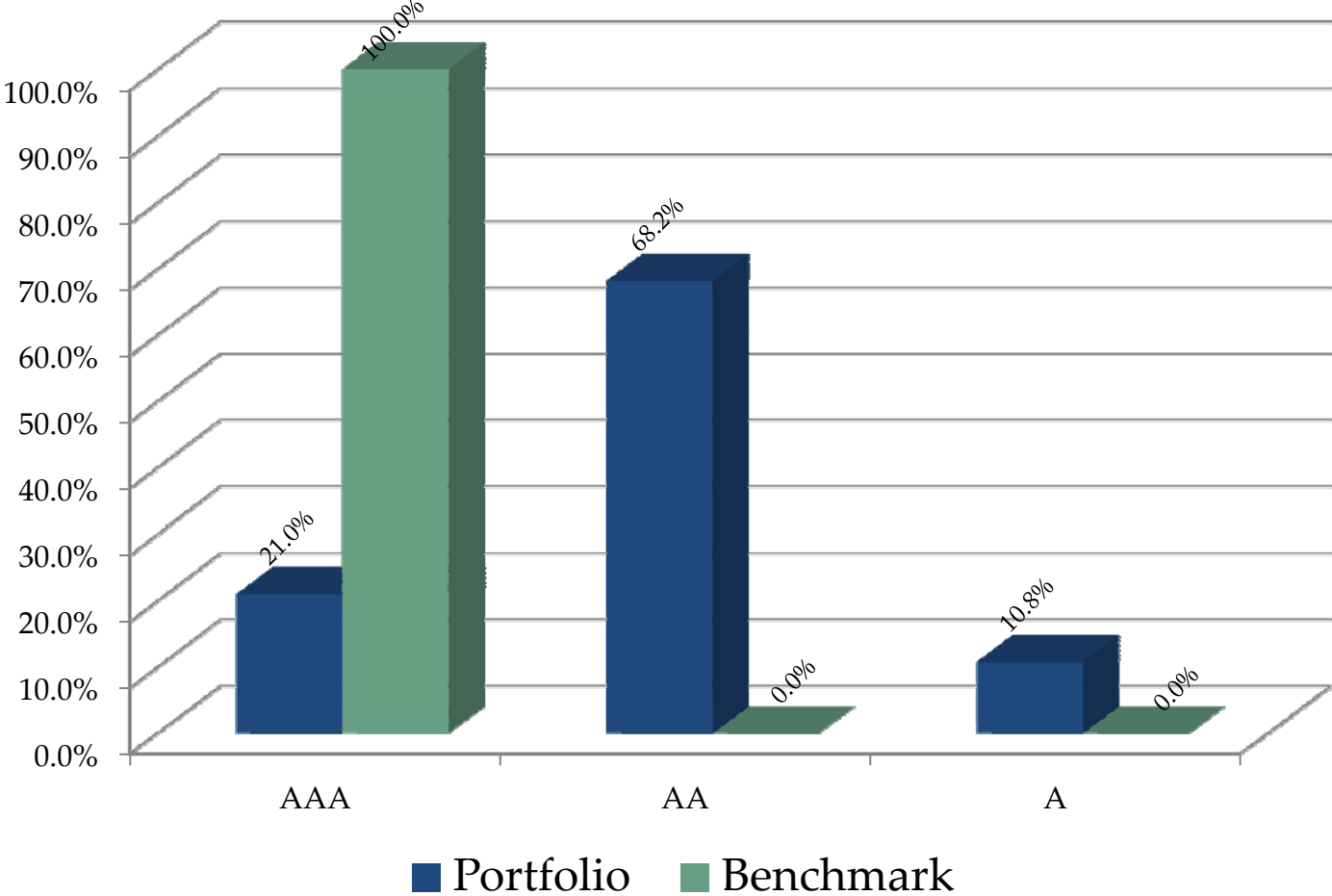
Surplus Portfolio Sector Distribution



Surplus Portfolio Maturity Distribution



Surplus Portfolio Quality Distribution



Surplus Portfolio Holdings

Issuer	Coupon	Maturity	S&P Rating	Moody's Rating	Par Value	Market Value	Yield to Maturity	% of Portfolio
<u>CORPORATE BONDS</u>								
CME GROUP INC	5.75	2/15/2014	AA-	Aa3	72,000	\$78,512	0.7%	1.5%
FRANKLIN RESOURCES INC	2.00	5/20/2013	AA-	A1	100,000	\$101,256	0.9%	1.9%
GENERAL ELEC CAP CORP	3.75	11/14/2014	AA+	A1	95,000	\$101,036	1.4%	1.9%
HERSHEY COMPANY	5.45	9/1/2016	A	A2	90,000	\$105,226	1.2%	2.0%
HEWLETT-PACKARD CO	6.13	3/1/2014	BBB+	A3	90,000	\$97,947	1.3%	1.8%
PACIFICORP	4.95	8/15/2014	A	A2	85,000	\$92,974	0.8%	1.8%
SEARIVER MARITIME FINANC	0.00	9/1/2012	AAA	Aaa	95,000	\$94,272	1.7%	1.8%
US BANCORP	2.20	11/15/2016	A	Aa3	50,000	\$50,971	1.6%	1.0%
<i>Subtotal</i>						\$722,195		
<u>TAXABLE MUNICIPAL BONDS</u>								
AUSTIN TX CMNTY CLG DIST	1.71	2/1/2014	AA-	Aa3	100,000	\$100,827	0.8%	1.9%
EFFINGHAM CNTY GA INDL DEV	1.50	4/1/2014	NA	Aa2	555,000	\$557,942	0.8%	10.5%
FAIRFAX CNTY VA	3.70	10/1/2016	AAA	Aaa	445,000	\$504,327	1.2%	9.5%
FLORIDA ST GOVTL UTILITY AUTH	3.14	10/1/2014	NA	A2	100,000	\$103,028	1.4%	1.9%
FULTON CNTY GA DEV AUTH	3.00	2/1/2014	A	NA	250,000	\$255,223	2.2%	4.8%
GAHANNA-JEFFERSON OH CITY S	3.59	12/1/2014	NA	Aa2	85,000	\$89,574	1.0%	1.7%
GRAND FORKS ND PUBLIC SCH DI	2.50	8/1/2015	NA	Aa2	275,000	\$287,994	1.1%	5.4%
GTR ORLANDO FL AVIATION AUT	5.25	10/1/2013	AA-	Aa3	150,000	\$159,924	1.7%	3.0%
MOBILE CNTY AL	3.50	6/1/2015	AA-	Aa2	185,000	\$196,368	1.6%	3.7%
MORRIS CNTY NJ IMPT AUTH LEA	3.02	8/15/2014	NA	Aaa	400,000	\$417,984	2.0%	7.9%
N FORT BEND TX WTR AUTH WTF	3.00	12/15/2015	AA-	Aa3	500,000	\$524,815	1.0%	9.9%
SAINT LOUIS MO SPL ADMIN BRD	3.00	4/1/2014	AA+	NA	300,000	\$311,580	0.8%	5.9%
TAMPA FL REVENUE	2.35	10/1/2016	NA	Aa2	580,000	\$585,835	1.5%	11.0%
UNIV OF OKLAHOMA OK	1.66	7/1/2014	AA-	NA	200,000	\$204,262	0.9%	3.8%
WATERBURY CT	4.17	12/1/2014	AA-	Aa3	200,000	\$209,994	1.3%	4.0%
<i>Subtotal</i>						\$4,509,676		

Surplus Portfolio Holdings

Issuer	Coupon	Maturity	S&P Rating	Moody's Rating	Par Value	Market Value	Yield to Maturity	% of Portfolio
<u>CASH & CASH EQUIVALENTS</u>								
FEDERATED PRIME OBLIGATIONS FUND						\$27,173	0.1%	0.5%
CASH						\$5		0.0%
Portfolio Accrued Inome						\$47,058		0.9%
Total Portfolio Value						\$5,306,107		

Restricted Portfolio Performance – Gross of Fees

	3 Months	Fiscal Year to Date	1 Year	3 Years	Inception to Date
City of Sanibel Restricted Fund	(0.71%)	1.49%	14.12%	NA	9.52%
Merrill Lynch 10-15 Year Treasury Index	(2.55%)	(0.98%)	15.63%	NA	9.83%
Relative Performance	1.84%	2.47%	-1.51%	NA	-0.31%

Inception Date is June 9, 2010

Returns Reflect Principal and Income Returns

Returns Longer Than One Year are Annualized

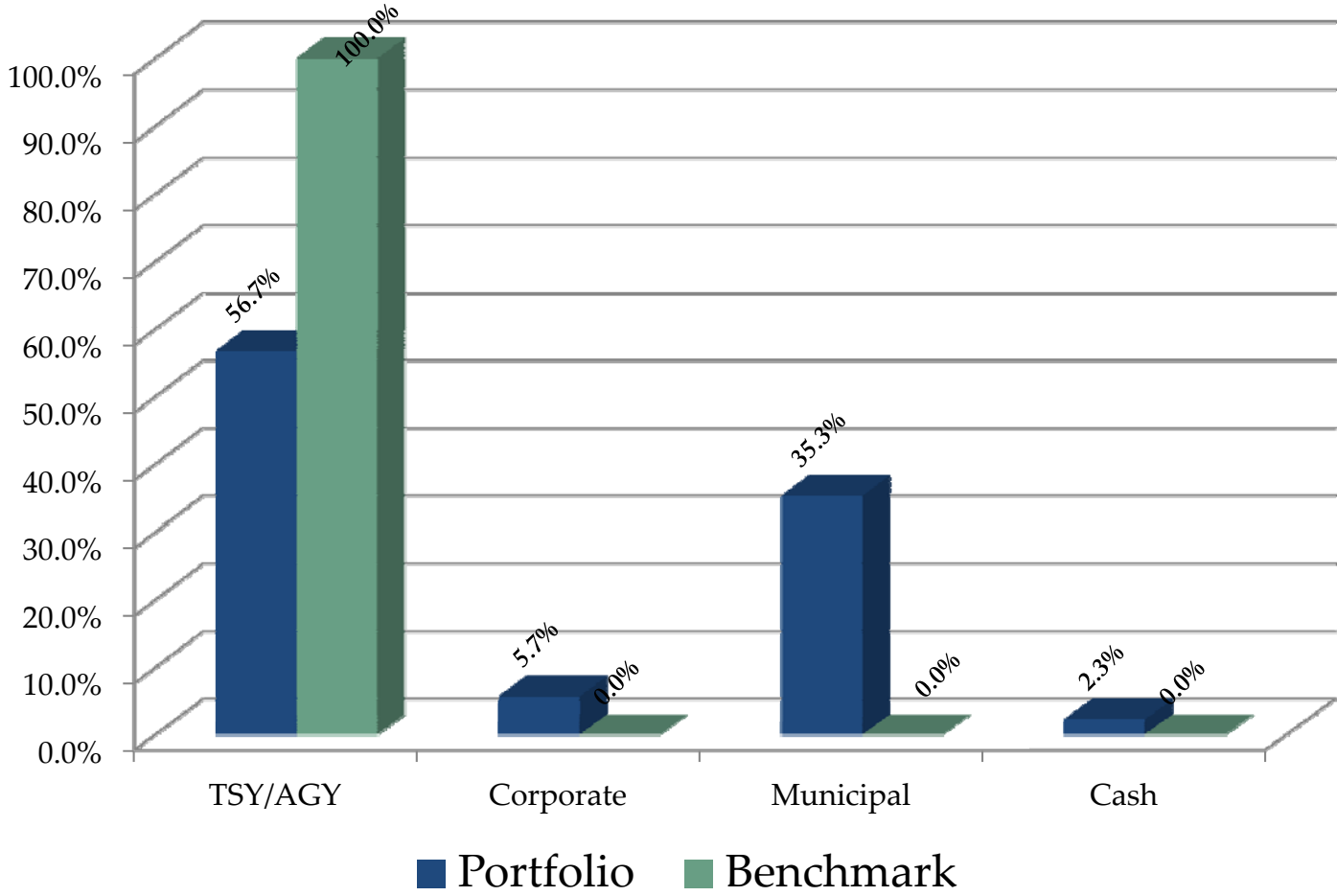
Restricted Portfolio Cash Flows

Portfolio Value on 12-31-11	\$2,095,911.81
Accrued Interest	28,129.92
Beginning Market Value	2,124,041.73
Contributions/Transfers	0.00
Withdrawals	0.00
Realized Gains/(Losses)	(350.13)
Unrealized Gains/(Losses)	(37,609.10)
Interest	38,724.88
Change in Accrued Interest	(16,134.28)
Portfolio Value on 3-31-12	2,096,677.46
Accrued Interest	11,995.64
Ending Market Value	\$2,108,673.10

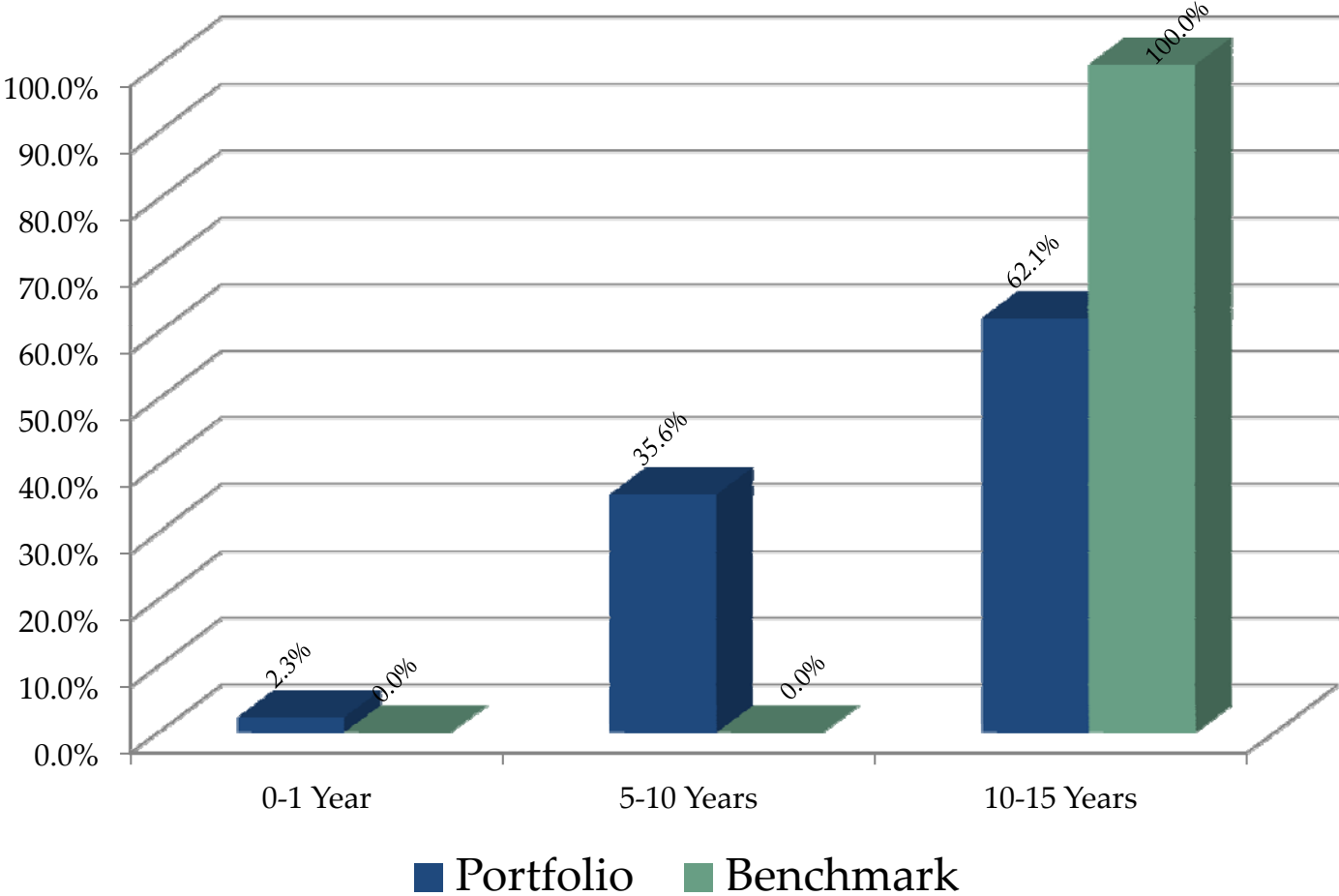
Restricted Portfolio Characteristics

	Portfolio	Index
Avg. Quality	AA	AAA
Yield to Amortized Cost	4.3%	2.5%
Avg. Maturity	10.3	12.6
Effective Duration	8.7	9.5

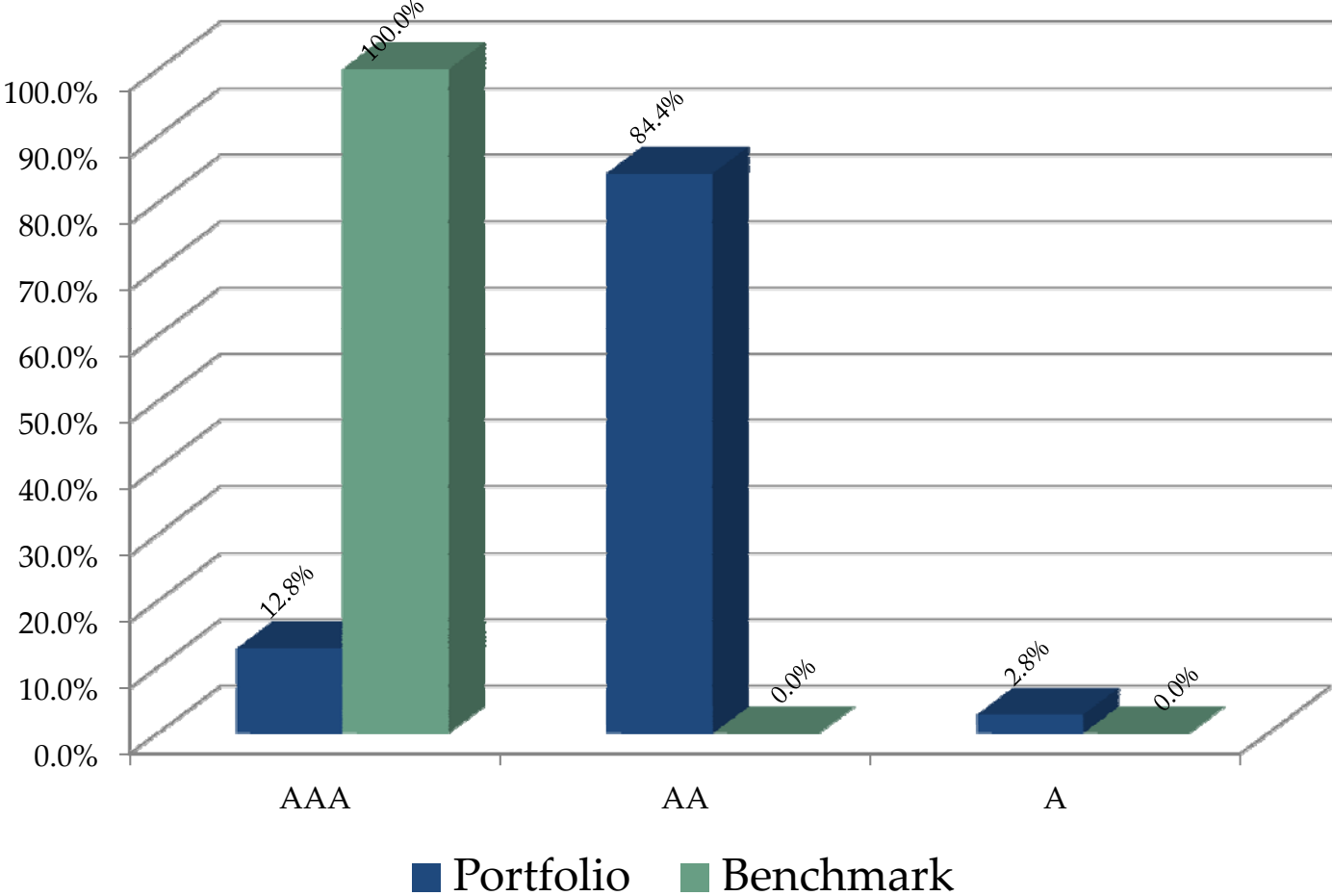
Restricted Portfolio Sector Distribution



Restricted Portfolio Maturity Distribution



Restricted Portfolio Quality Distribution



Restricted Portfolio Holdings

Issuer	Coupon	Maturity	S&P Rating	Moody's Rating	Par Value	Market Value	Yield to Maturity	% of Portfolio
<u>CORPORATE BONDS</u>								
MISSISSIPPI POWER CO	5.55	3/1/2019	A	A2	25,000	\$29,260	2.3%	1.4%
ELI LILLY & CO	7.13	6/1/2025	AA-	A2	20,000	\$26,790	4.0%	1.3%
APACHE CORP	7.95	4/15/2026	A-	A3	20,000	\$28,559	3.6%	1.4%
GENERAL ELEC CAP CORP	3.50	6/29/2015	AA+	A1	30,000	\$34,028	1.5%	1.6%
<i>Subtotal</i>						\$118,637		
<u>TAXABLE MUNICIPAL BONDS</u>								
ARIZONA ST BRD OF RGTS UNIV S	5.21	8/1/2019	AA-	Aa3	400,000	\$460,684	2.3%	21.8%
VIRGINIA ST CLG BLDG AUTH EDI	5.00	9/1/2025	AA	Aa1	15,000	\$17,640	4.0%	0.8%
UNIV OF TEXAS TX	4.28	8/15/2026	AAA	Aaa	30,000	\$33,623	3.9%	1.6%
FRANKLIN CNTY OH	4.59	12/1/2021	AAA	Aaa	200,000	\$226,680	2.7%	10.7%
<i>Subtotal</i>						\$738,627		
<u>GOVERNMENT SECURITIES</u>								
FEDERAL FARM CREDIT BANK	5.24	9/5/2023	AA+	Aaa	1,000,000	\$1,191,410	2.7%	56.5%
<i>Subtotal</i>						\$1,191,410		
<u>CASH & CASH EQUIVALENTS</u>								
FEDERATED PRIME OBLIGATIONS FUND						\$47,996	0.1%	2.3%
CASH						\$8		0.0%
Portfolio Accrued Income						\$11,996		0.6%
Total Portfolio Value						\$2,108,674		

CITY OF SANIBEL TREASURY
INVESTMENT PERFORMANCE
PERIOD ENDING
MARCH 31, 2012

NOTE: For a free copy of Part II (mailed w/ 5 bus. days from request receipt) of Burgess Chambers and Associates, Inc.'s most recent Form ADV which details pertinent business procedures, please contact:
601 North New York Avenue, Suite 200, Winter Park, Florida 32789, 407-644-0111, info@burgesschambers.com



City of Sanibel Treasury

BCA Market Perspective ©

The U. S. Government Bond Yield Curve

April 2012

Investors are impatient with high quality low yielding money market and fixed-income options, but no real change is expected soon. Due to the Federal Reserve's near zero interest-rate policy, designed to stimulate the economy, the government bond yield curve will not be allowed to change with market forces and thereby become normalized in the foreseeable future.

The Federal Reserve's dual role is to create an economic environment that fosters full employment and secondarily to manage inflationary expectations. But during the past 36 months, the Fed has faced a third challenge –rebuilding international confidence of U.S. banks. To do this, large regional and national banks were forced to accept massive capital infusions from the Fed. This standby capital was in essence a backstop to hold back a post 2008 global economic collapse. So far, this policy has worked, but at a cost to bond investors who no longer expect positive real rates of return.

Currently, the Fed manages the government bond yield curve. It purchases government securities, thereby holding prices at higher levels, causing lower yields. Its inaction would allow the yield curve to rise. The result would be good and bad. First, rising rates would attract foreign capital – which in turn drives up the U.S. dollar. This would bring import costs down, namely oil and manufactured goods and inflationary expectations would diminish with the strong dollar. Bond prices would fall, meaning higher yields with a fixed coupon. Consumers would benefit from lower household costs and retirees would be comforted with higher fixed-income yields.

As long as the U.S. Government maintains a high debt load, the resultant rise in its borrowing costs will be staggering. Therefore, the challenge is to wait long enough for a strong economy that generates higher tax receipts that would in theory offset higher borrowing costs. Given the trajectory of the U.S. economic recovery, as measured by a slow +2.5% GDP growth rate and slow private sector job growth, it is too early to call when the Fed will allow policy rates to seek normal or market determined levels.



**City of Sanibel Treasury
Total Fund
Compliance Checklist
March 31, 2012**

	YES	NO
All investments of the fund are authorized within the Investment Policy Statement dated	✓	
Prime commercial paper of a US corporation, finance company or banking institution is rated at least P-1 by Moody's or at least A-1 by S&P and is stated to mature in not more than 270 days.	✓	
Bonds or other debt securities issued or guaranteed by a corporation organized under the laws of the US or the District of Columbia have an investment grade rating of A or better by S&P or Moody's.	✓	
Operating Account:		
Investments are limited to demand deposits, mm funds and other short term securities of the highest quality.	✓	
Reserves Account:		
Investments are limited to securities with maturities not exceeding 24 months.	✓	
The average maturity does not exceed one year.	✓	
No more than 10% is invested in corporate bonds with a minimum rating of A by S&P	✓	
No more than 2% is invested with any one issuer.		✓
Surplus Account:		
Investments maximum maturities do not exceeding 5 years.	✓	
The average maturity does not exceed 3 years.	✓	
No more than 15% is invested in corporate bonds with a minimum rating of A by S&P.	✓	
No more than 2% is invested with any one user.	✓	
Restricted Account:		
No more than 15% is invested in corporate bonds with a minimum rating of A by S&P or Moody's.	✓	
No more than 2% is invested with any one user.	✓	



**City of Sanibel Treasury
Total Fund
Asset Maturity Ranges and Projected Income
March 31, 2012**

Portfolio	Principal Cost Value*	Yield to Maturity on Amortized Cost (Gross of Fees)	Projected Annual Income
Operating (0-1 Yr)	\$6,322,049.03	0.9%	\$56,898
Reserves (0-2 Yr)	\$7,630,079.67	1.1%	\$83,931
Surplus (3-5 Yr)	\$5,225,570.15	1.8%	\$94,060
Restricted (10-15 Yr)	\$1,930,185.46	4.3%	\$82,998
Total	\$21,107,884.31	1.5%	\$317,888
Less Projected Custody and Investment Management Fees @ 0.175% of Market Value			(\$37,431)
Projected Net Relationship Annual Income			\$280,457

*Principal Cost Value is calculated by taking the Total Portfolio Cost Value from the custodial statement and subtracting accrued income.

Source: Integrity Fixed Income Management



City of Sanibel Treasury
Total Fund
Investment Summary
March 31, 2012

- For the quarter, the combined accounts earned \$74K (+0.3% net) or 1.2% (annualized).
 - For the trailing one-year period, the combined accounts earned \$642K (+2.9% net). As expected, this achievement was significantly better than bank money market accounts (averaging +0.1%).
 - Yield to maturity gross of fees:
 - Operating +0.9%
 - Reserve +1.1%
 - Surplus +1.8%
 - Restricted +4.3%
- Projected net annual income: \$280,457.

Compliance:

Two of the corporate bonds were over the 2% limit per the IPS but not by much. JPMorgan: 2.2% and Phillip Morris: 2.1%. Both bonds have short maturities and high coupon premiums. Since each bond is close to maturity, BCA recommends no action.



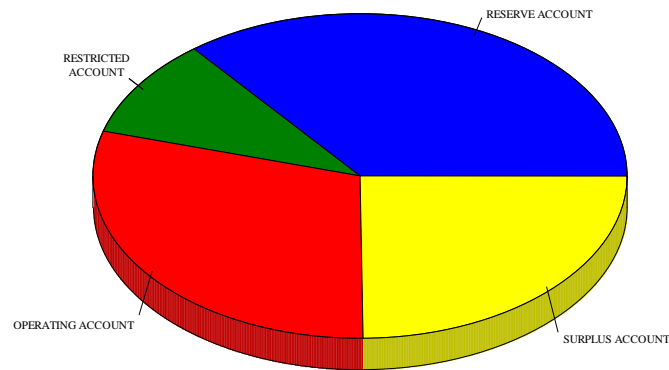
City of Sanibel Treasury
Total Fund
Gross Opportunity Gains & Loss Report
March 31, 2011 Through March 31, 2012

	<u>Quarter To Date</u>	<u>Fiscal Ytd</u>	<u>One Year</u>
BEGINNING MKT VALUE	21,312,063	21,183,180	20,743,870
NET CONTRIBUTIONS	0	0	0
INVESTMENT EARNINGS	73,766	202,649	641,959
ENDING MKT VALUE	21,385,829	21,385,829	21,385,829
GROSS TIME WEIGHTED RETURN	0.35	0.96	3.09



City of Sanibel Treasury Total Fund Asset Allocation

TOTAL MARKET VALUE
AS OF MARCH 31, 2012
\$ 21,385,829



	VALUE	PERCENT
■ RESERVE ACCOUNT	7,631,402	35.68
■ OPERATING ACCOUNT	6,339,648	29.64
■ SURPLUS ACCOUNT	5,306,107	24.81
■ RESTRICTED ACCOUNT	2,108,673	9.87



City of Sanibel Treasury
Total Fund
March 31, 2012
Gross of Fees

Name	Market Values	QTR ROR	FYTD ROR	1 Year ROR
TOTAL FUND				
Operating Account	6,339,648	0.2%	0.4%	0.8%
ML 0-3M TBil		0.0%	0.0%	0.0%
Reserve Account	7,631,402	0.3%	0.5%	1.3%
ML US Treas 0-1 Yr		0.0%	0.1%	0.2%
Surplus Account	5,306,107	1.0%	2.0%	4.6%
ML US Treas 3-5 Yr		-0.4%	0.4%	5.8%
Restricted Account	2,108,673	-0.7%	1.5%	14.1%
ML US Treas 10-15 Yr		-2.6%	-1.0%	15.6%
TOTAL:	21,385,829	0.3%	1.0%	3.1%



**City of Sanibel Treasury
Operating Account
Performance Profile
Through March 31, 2012**

	ENDED	RETURN
BEST QUARTER	6/2011	0.25
WORST QUARTER	9/2011	0.10
BEST 4 QUARTERS	3/2012	0.80
WORST 4 QUARTERS	3/2012	0.80

TOTAL # OF PERIODS: 12
 # OF POSITIVE PERIODS: 12
 # OF NEGATIVE PERIODS: 0

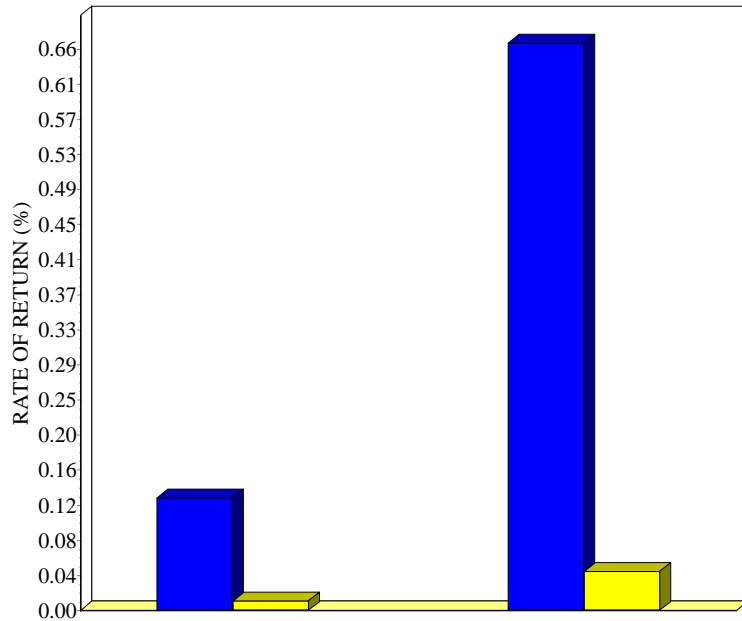
	QUARTER TO DATE	FISCAL YTD	ONE YEAR
OPERATING ACCOUNT	0.25	0.45	0.80
ML 0-3M TBIL	0.01	0.01	0.04
EXCESS	0.24	0.43	0.77
RISKLESS INDEX	0.01	0.01	0.07
REAL ROR	0.00	0.00	0.00

PERIOD	RETURN	STD DEV	SHARPE RATIO	ALPHA	BETA	R-SQUARED	INFO RATIO
ONE YEAR	0.80	0.13	5.90	0.80	2.63	7.97	6.11

The risk benchmark for this analysis is the ML 0-3M TBil.

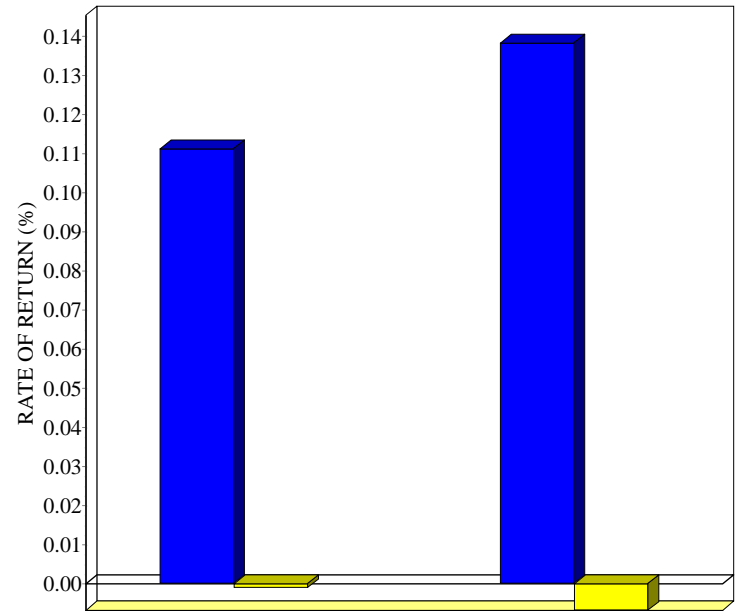
**City of Sanibel Treasury
Operating Account
Performance in Rising and Declining Markets
March 31, 2011 Through March 31, 2012**

UP MARKET PERFORMANCE



	YTD	ONE YEAR
TOTAL FUND	0.13	0.66
ML 0-3M TBIL	0.01	0.05
DIFFERENCE	0.12	0.62
RATIO	11.95	14.39
UP PERIODS	2	10

DOWN MARKET PERFORMANCE



	YTD	ONE YEAR
TOTAL FUND	0.11	0.14
ML 0-3M TBIL	0.00	-0.01
DIFFERENCE	0.11	0.15
RATIO	-113.98	-20.22
DOWN PERIODS	1	2

**City of Sanibel Treasury
Reserve Account
Performance Profile
Through March 31, 2012**

	ENDED	RETURN
BEST QUARTER	6/2011	0.43
WORST QUARTER	3/2012	0.26
BEST 4 QUARTERS	3/2012	1.30
WORST 4 QUARTERS	3/2012	1.30

TOTAL # OF PERIODS: 12
 # OF POSITIVE PERIODS: 11
 # OF NEGATIVE PERIODS: 1

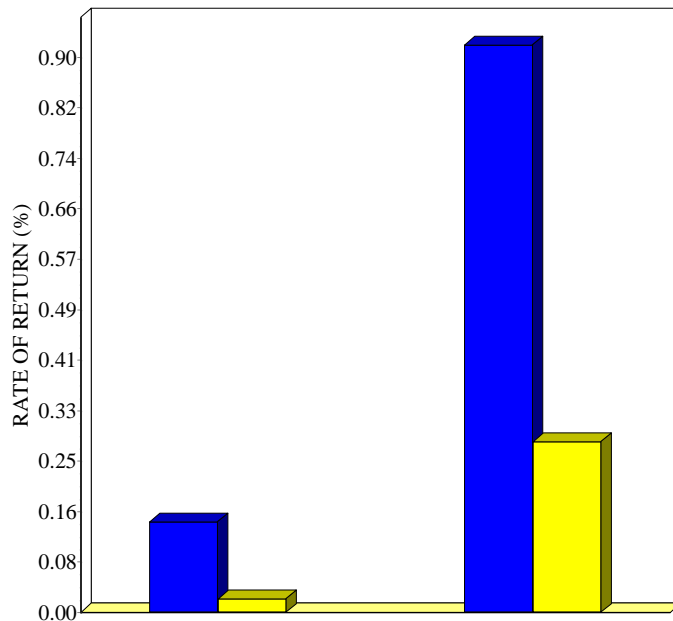
	QUARTER TO DATE	FISCAL YTD	ONE YEAR
RESERVE ACCOUNT	0.26	0.54	1.30
ML US TREAS 0-1 YR	0.01	0.07	0.23
EXCESS	0.25	0.47	1.07
RISKLESS INDEX	0.01	0.01	0.07
REAL ROR	0.00	0.00	0.00

PERIOD	RETURN	STD DEV	SHARPE RATIO	ALPHA	BETA	R-SQUARED	INFO RATIO
ONE YEAR	1.30	0.23	5.28	1.22	0.02	0.01	4.27

The risk benchmark for this analysis is the ML US Treas 0-1 Yr.

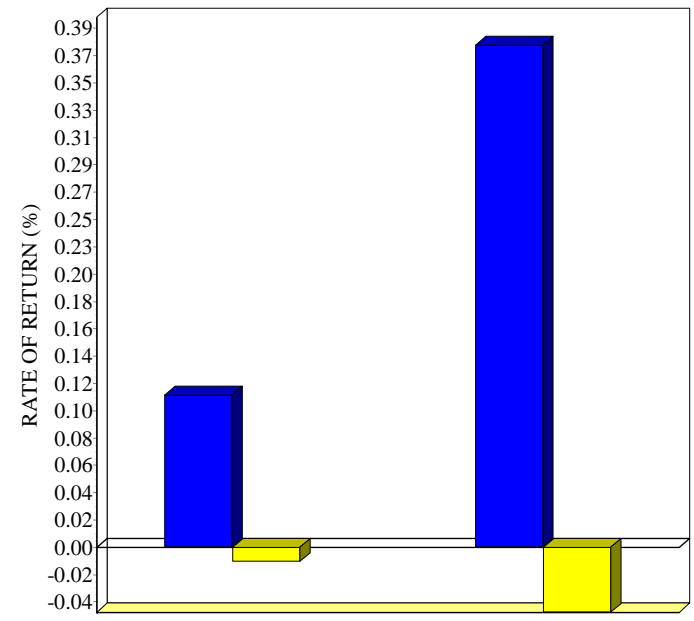
**City of Sanibel Treasury
Reserve Account
Performance in Rising and Declining Markets
March 31, 2011 Through March 31, 2012**

UP MARKET PERFORMANCE



	YTD	ONE YEAR
TOTAL FUND	0.15	0.92
ML US TREAS 0-1 YR	0.02	0.28
DIFFERENCE	0.12	0.64
RATIO	6.66	3.32
UP PERIODS	2	9

DOWN MARKET PERFORMANCE



	YTD	ONE YEAR
TOTAL FUND	0.11	0.38
ML US TREAS 0-1 YR	-0.01	-0.05
DIFFERENCE	0.12	0.43
RATIO	-10.35	-7.68
DOWN PERIODS	1	3

**City of Sanibel Treasury
Surplus Account
Performance Profile
Through March 31, 2012**

	ENDED	RETURN
BEST QUARTER	6/2011	1.34
WORST QUARTER	12/2011	0.94
BEST 4 QUARTERS	3/2012	4.58
WORST 4 QUARTERS	3/2012	4.58

TOTAL # OF PERIODS: 12
OF POSITIVE PERIODS: 11
OF NEGATIVE PERIODS: 1

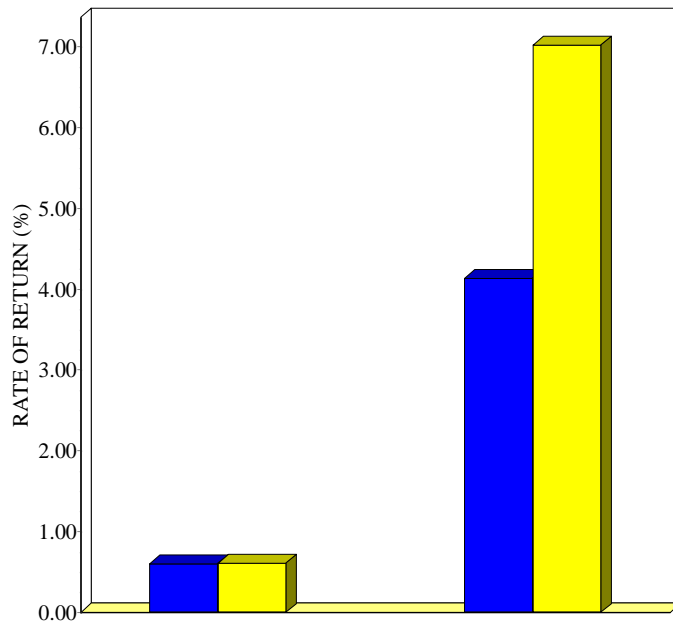
	QUARTER TO DATE	FISCAL YTD	ONE YEAR
SURPLUS ACCOUNT	1.02	1.97	4.58
ML US TREAS 3-5 YR	-0.35	0.39	5.85
EXCESS	1.38	1.58	-1.26
RISKLESS INDEX	0.01	0.01	0.07
REAL ROR	0.00	0.00	0.00

PERIOD	RETURN	STD DEV	SHARPE RATIO	ALPHA	BETA	R-SQUARED	INFO RATIO
ONE YEAR	4.58	0.92	4.91	2.70	0.31	64.11	-0.71

The risk benchmark for this analysis is the ML US Treas 3-5 Yr.

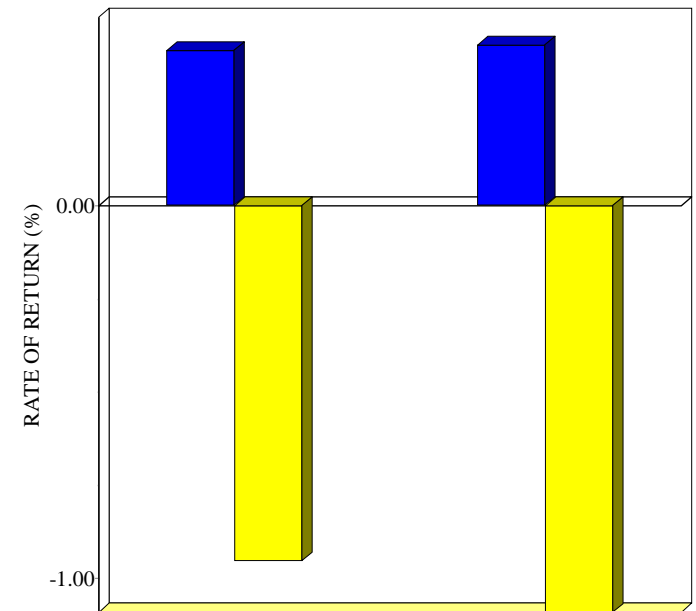
**City of Sanibel Treasury
Surplus Account
Performance in Rising and Declining Markets
March 31, 2011 Through March 31, 2012**

UP MARKET PERFORMANCE



	YTD	ONE YEAR
TOTAL FUND	0.61	4.13
ML US TREAS 3-5 YR	0.61	7.01
DIFFERENCE	0.00	-2.88
RATIO	1.00	0.59
UP PERIODS	1	9

DOWN MARKET PERFORMANCE



	YTD	ONE YEAR
TOTAL FUND	0.42	0.43
ML US TREAS 3-5 YR	-0.95	-1.09
DIFFERENCE	1.37	1.52
RATIO	-0.44	-0.39
DOWN PERIODS	2	3

**City of Sanibel Treasury
Restricted Account
Performance Profile
Through March 31, 2012**

	ENDED	RETURN
BEST QUARTER	9/2011	8.03
WORST QUARTER	3/2012	-0.72
BEST 4 QUARTERS	3/2012	14.12
WORST 4 QUARTERS	3/2012	14.12

TOTAL # OF PERIODS: 12
 # OF POSITIVE PERIODS: 8
 # OF NEGATIVE PERIODS: 4

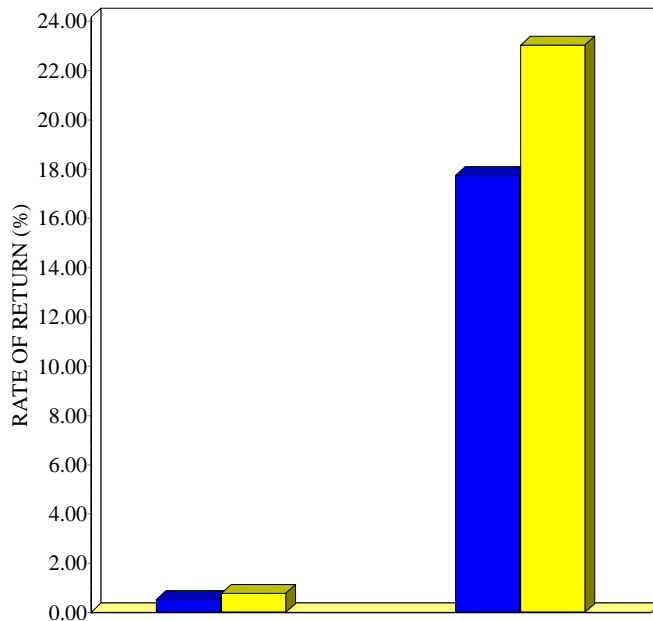
	QUARTER TO DATE	FISCAL YTD	ONE YEAR
RESTRICTED ACCOUNT	-0.72	1.48	14.12
ML US TREAS 10-15 YR	-2.55	-0.98	15.64
EXCESS	1.83	2.47	-1.52
RISKLESS INDEX	0.01	0.01	0.07
REAL ROR	0.00	0.00	0.00

PERIOD	RETURN	STD DEV	SHARPE RATIO	ALPHA	BETA	R-SQUARED	INFO RATIO
ONE YEAR	14.12	5.48	2.56	4.08	0.62	83.27	-0.42

The risk benchmark for this analysis is the ML US Treas 10-15 Yr.

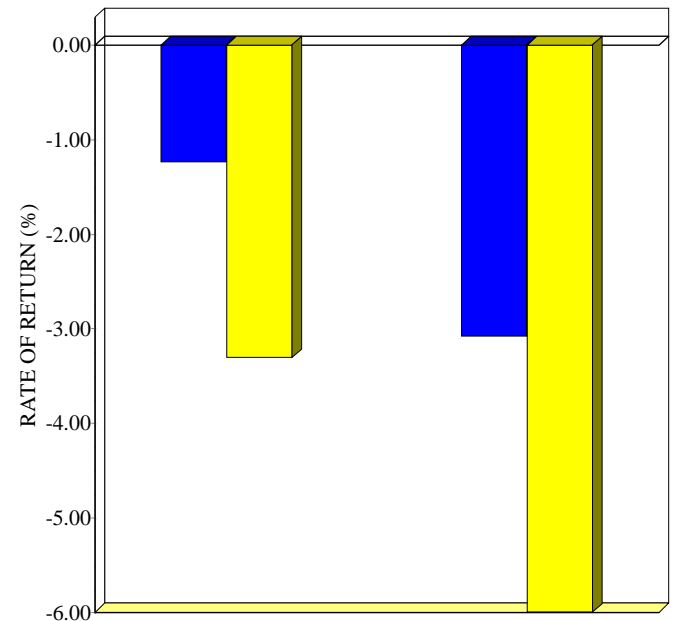
**City of Sanibel Treasury
Restricted Account
Performance in Rising and Declining Markets
March 31, 2011 Through March 31, 2012**

UP MARKET PERFORMANCE



	YTD	ONE YEAR
TOTAL FUND	0.52	17.75
ML US TREAS 10-15 YR	0.78	23.02
DIFFERENCE	-0.26	-5.27
RATIO	0.67	0.77
UP PERIODS	1	8

DOWN MARKET PERFORMANCE



	YTD	ONE YEAR
TOTAL FUND	-1.24	-3.08
ML US TREAS 10-15 YR	-3.31	-6.00
DIFFERENCE	2.07	2.92
RATIO	0.37	0.51
DOWN PERIODS	2	4

City of Sanibel Treasury Glossary of Terms

- ACCRUED INTEREST- Bond interest earned since the last interest payment, but not yet received.
- ALPHA- A linear regressive constant that measures the manager's expected return independent of Beta.
- ASSET ALLOCATION- The optimal division of portfolio asset classes in order to achieve an expected investment objective.
- BETA- A measure of portfolio sensitivity (volatility) in relation to the market, based upon past experience.
- BOND DURATION- A measure of portfolio sensitivity to interest rate risk.
- COMMINGLED FUND- An investment fund which is similar to a mutual fund in that investors are permitted to purchase and redeem units that represent ownership in a pool of securities.
- CORE- A type of investment strategy that has approximately an equal weighting in both growth and value stocks in order to achieve a return that is comparable to the broad market performance (i.e., the S&P 500).
- CORRELATION COEFFICIENT- A statistical measure of how two assets move together. The measure is bounded by +1 and -1; +1 means that the two assets move together positively, while a measure of -1 means that the assets are perfectly negatively correlated.
- INDEXES- Indexes are used as "independent representations of markets" (e.g., S&P 500 and LBGC).
- INFORMATION RATIO- Annualized excess return above the benchmark relative to the annualized tracking error.
- GROWTH MANAGER- A growth manager generally invests in companies that have either experienced above-average growth rates and/or are expected to experience above-average growth rates in the future. Growth portfolios tend to have high price/earnings ratios and generally pay little to no dividends.
- LARGE CAP- Generally, the term refers to a company that has a market capitalization that exceeds \$5 billion.
- MANAGER UNIVERSE- A collection of quarterly investment returns from various investment management firms that may be subdivided by style (e.g. growth, value, core).
- MID CAP- Generally, the term refers to a company that has a market capitalization between \$1 and \$5 billion.
- NCREIF - A quarterly time series composite total rate of return measure of investment performance of a large pool of individual commercial real estate properties acquired in the private market for investment purposes only.
- NCREIF ODCE - Open End Diversified Core Equity index which consists of historical and current returns from 26 open-end commingled funds pursuing core strategy. This index is capitalization weighted, time weighted and gross of fees.



City of Sanibel Treasury Glossary of Terms

-BALANCED UNIVERSES - BNY Mellon Public Funds, Endowments & Foundations, Corporate peer groups, and PSN peer groups.

-RATE OF RETURN- The percentage change in the value of an investment in a portfolio over a specified time period.

-RISK MEASURES- Measures of the investment risk level, including beta, credit, duration, standard deviation, and others that are based on current and historical data.

-R-SQUARED- Measures how closely portfolio returns and those of the market are correlated, or how much variation in the portfolio returns may be explained by the market. An R2 of 40 means that 40% of the variation in a fund's price changes could be attributed to changes in the market index over the time period.

-SHARPE RATIO- The ratio of the rate of return earned above the risk-free rate to the standard deviation of the portfolio. It measures the number of units of return per unit of risk.

-STANDARD DEVIATION- Measure of the variability (dispersion) of historical returns around the mean. It measures how much exposure to volatility was experienced by the implementation of an investment strategy.

-SYSTEMATIC RISK- Measured by beta, it is the risk that cannot be diversified away (market risk).

- TIME WEIGHTED (TW) RETURN - A measure of the investments versus the investor. When there are no flows the TW & DOLLAR weighted (DW) return are the same and vice versa. CFA Institute recommends using the TW return. AIMR reasons that the investment mgr can not control when an investor has flows & thus should not be measured by that. BCA uses TW method.

-TRACKING ERROR- A measure of how closely a manager's performance tracks an index; it is the annualized standard deviation of the differences between the quarterly returns for the manager and the benchmark.

-TREYNOR RATIO- A measure of reward per unit of risk. (excess return divided by beta)

-UP-MARKET CAPTURE RATIO- Ratio that illustrates how a manager performed relative to the market during rising market periods; the higher the ratio, the better the manager performed (i.e., a ratio of 110 implies the manager performed 10% better than the market).

-VALUE MANAGER- A value manager generally invests in companies that have low price-to-earnings and price-to-book ratios and/or above-average dividend yields.



VEOLIA ES SOLID WASTE SOUTHEAST, INC.

CITY OF SANIBEL, FLORIDA

AUDITED FRANCHISE REPORT

FOR THE FIFTEEN MONTHS ENDED
DECEMBER 31, 2011

INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT'S AUDIT REPORT

Jeffrey S. Shivers, CPA, LLC

Certified Public Accountant

4460-1 Florida National Drive
Lakeland, FL 33813
P. O. Box 2597
Lakeland, FL 33806-2597
(863) 646-8299
FAX: (863) 583-8181

INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT'S REPORT

To the Board of Directors
Veolia ES Solid Waste Southeast, Inc.
Fort Myers Beach, Florida

7740 South U.S. Hwy 41
P.O. Box 2077
Dunnellon, FL 34430-2077
(352) 489-4520
FAX: (863) 583-8181

Pursuant to the City of Sanibel, Florida Franchise Ordinance, I have audited the Report of Franchise Fees (A Special Purpose Report) derived or incurred as a result of a City of Sanibel, Florida Franchise Agreement with Veolia ES Solid Waste Southeast, Inc., for the fifteen months ended December 31, 2011. This franchise report is the responsibility of the Company's management. My responsibility is to express an opinion on this franchise report based on my audits.

I conducted my audit in accordance with generally accepted auditing standards. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the franchise report is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the franchise report. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall franchise report presentation. I believe that my audits provide a reasonable basis for my opinion.

The Special Purpose Report referred to above was prepared for the purpose of complying with the Franchise Ordinance for the City of Sanibel, Florida and is not intended to be a presentation in conformity with generally accepted accounting principles.

In my opinion, the Special Purpose Report referred to above presents fairly, in all material respects, the franchise report for the period then ended.

This report is intended solely for the information and use of the board of directors and management of Veolia ES Solid Waste Southeast, Inc. and the City of Sanibel, Florida and should not be used for any other purpose.

Jeffrey S Shivers, CPA

Jeffrey S. Shivers, CPA, LLC
Certified Public Accountant
April 26, 2012

VEOLIA ES SOLID WASTE SOUTHEAST, INC.

REPORT OF FRANCHISE FEES DERIVED OR INCURRED AS A RESULT OF A CITY OF SANIBEL FRANCHISE

FOR THE FIFTEEN MONTHS ENDED DECEMBER 31, 2011

MONTH	GROSS REVENUE COMMERCIAL REPORTED	GROSS REVENUE RESIDENTIAL REPORTED	TOTAL GROSS REVENUE REPORTED	TOTAL GROSS REVENUE PER AUDIT	FRANCHISE FEE COMMERCIAL REPORTED	FRANCHISE FEE RESIDENTIAL REPORTED	TOTAL FRANCHISE FEES REPORTED	TOTAL FRANCHISE FEES PER AUDIT
October, 2010	\$ 101,875.70	\$ 89,981.00	\$ 191,856.70	\$ 191,856.70	\$ 15,281.36	\$ 13,474.04	\$ 28,755.40	\$ 28,755.40
November, 2010	\$ 155,429.29	\$ 89,981.00	\$ 245,410.29	\$ 245,410.29	\$ 23,314.39	\$ 13,474.04	\$ 36,788.43	\$ 36,788.43
December, 2010	\$ 136,634.38	\$ 89,981.00	\$ 226,615.38	\$ 226,615.38	\$ 20,495.16	\$ 13,474.04	\$ 33,969.20	\$ 33,969.20
January, 2011	\$ 134,007.90	\$ 90,004.04	\$ 224,011.94	\$ 224,011.94	\$ 20,101.19	\$ 13,477.49	\$ 33,578.68	\$ 33,578.68
February, 2011	\$ 141,494.57	\$ 90,027.08	\$ 231,521.65	\$ 231,521.65	\$ 21,224.19	\$ 13,480.94	\$ 34,705.13	\$ 34,705.13
March, 2011	\$ 144,518.10	\$ 90,027.08	\$ 234,545.18	\$ 234,545.18	\$ 21,677.72	\$ 13,480.94	\$ 35,158.66	\$ 35,158.66
April, 2011	\$ 145,689.49	\$ 90,050.12	\$ 235,739.61	\$ 235,739.61	\$ 21,853.42	\$ 13,484.39	\$ 35,337.81	\$ 35,337.81
May, 2011	\$ 134,230.48	\$ 90,073.16	\$ 224,303.64	\$ 224,303.64	\$ 20,134.57	\$ 13,487.84	\$ 33,622.41	\$ 33,622.41
June, 2011	\$ 134,897.49	\$ 90,073.16	\$ 224,970.65	\$ 224,970.65	\$ 20,234.62	\$ 13,487.84	\$ 33,722.46	\$ 33,722.46
July, 2011	\$ 128,825.92	\$ 90,073.16	\$ 218,899.08	\$ 218,899.08	\$ 19,323.89	\$ 13,487.84	\$ 32,811.73	\$ 32,811.73
August, 2011	\$ 127,638.60	\$ 90,096.20	\$ 217,734.80	\$ 217,734.80	\$ 19,145.79	\$ 13,491.29	\$ 32,637.08	\$ 32,637.08
September, 2011	\$ 126,192.40	\$ 90,119.24	\$ 216,311.64	\$ 216,311.64	\$ 18,928.86	\$ 13,494.74	\$ 32,423.60	\$ 32,423.60
October, 2011	\$ 129,327.02	\$ 87,474.38	\$ 216,801.40	\$ 216,801.40	\$ 19,399.05	\$ 13,117.19	\$ 32,516.24	\$ 32,516.24
November, 2011	\$ 133,797.66	\$ 87,519.06	\$ 221,316.72	\$ 221,316.72	\$ 20,069.65	\$ 13,123.89	\$ 33,193.54	\$ 33,193.54
December, 2011	\$ 128,533.64	\$ 87,586.08	\$ 216,119.72	\$ 216,119.72	\$ 19,280.05	\$ 13,133.94	\$ 32,413.99	\$ 32,413.99
Totals	<u>\$ 2,003,092.64</u>	<u>\$ 1,343,065.76</u>	<u>\$ 3,346,158.40</u>	<u>\$ 3,346,158.40</u>	<u>\$ 300,463.90</u>	<u>\$ 201,170.45</u>	<u>\$ 501,634.35</u>	<u>\$ 501,634.35</u>

Franchise fee reported

\$ 501,634.35

Franchise fee per audit

\$ 501,634.35

Total Due Veolia ES Solid Waste Southeast, Inc.

\$ -

Franchise fees were calculated as 15% of gross revenue

The accompanying notes are an integral part of these financial statements. Please refer to Accountant's Audit Report to determine scope and nature of services provided.

VEOLIA ES SOLID WASTE SOUTHEAST, INC.

CITY OF SANIBEL, FLORIDA
FRANCHISE REPORT

NOTES TO AUDITED FINANCIAL REPORT

DECEMBER 31, 2011

NOTE 1: FRANCHISE AGREEMENT

Veolia ES Solid Waste Southeast, Inc. has been granted a non-exclusive franchise for the hauling and disposing of commercial waste within the City of Sanibel, Florida. The franchise fee was calculated as 15% of the gross revenue collected from the City customers.

The franchisee is required to submit reports and make fee payments monthly. The franchise agreement has various requirements (including inspection of the company's trucks, minimum number of pickups, etc.) that are not part of this report.

NOTE 2: REVENUE RECOGNITION

Revenues are recorded and franchise fees accrued when payments for services are received. When reporting errors are discovered, the net effect is reported in the month the error is discovered. Any credit taken or additional fee is paid with the current month's report.

See Accountant's Audit Report to determine
scope and nature of services provided.

Forms 990 / 990-EZ Return Summary

For calendar year 2010, or tax year beginning **10/01/10** , and ending **09/30/11**

**SANIBEL HISTORICAL MUSEUM &
VILLAGE, INC**

14-2003090

Net Asset / Fund Balance at Beginning of Year 290,732

Revenue

Contributions	<u>113,332</u>	
Program service revenue	<u>54,799</u>	
Investment income	<u>2,621</u>	
Capital gain / loss		
Special events:		
Gross revenue	<u>48,402</u>	
Direct expenses	<u>12,849</u>	
Net income	<u>35,553</u>	
Other income	<u>43,137</u>	
Total revenue		<u>213,889</u>

Expenses

Program services	<u>72,356</u>	
Management and general	<u>42,023</u>	
Fundraising		
Total expenses		<u>114,379</u>
Excess / (deficit)		<u>99,510</u>

Other changes

Net Asset / Fund Balance at End of Year 390,242

Reconciliation of Revenue

Total revenue per financial statements	<u>234,788</u>
Less:	
Unrealized gains	<u> </u>
Donated services	<u> </u>
Recoveries	<u> </u>
Other	<u>20,899</u>
Plus:	
Investment expenses	<u> </u>
Other	<u> </u>
Total revenue per return	<u><u>213,889</u></u>

Reconciliation of Expenses

Total expenses per financial statements	<u>135,278</u>
Less:	
Donated services	<u> </u>
Prior year adjustments	<u> </u>
Losses	<u> </u>
Other	<u>20,899</u>
Plus:	
Investment expenses	<u> </u>
Other	<u> </u>
Total expenses per return	<u><u>114,379</u></u>

Balance Sheet

	Beginning	Ending	Differences
Assets	<u>293,259</u>	<u>392,348</u>	
Liabilities	<u>2,527</u>	<u>2,106</u>	
Net assets	<u><u>290,732</u></u>	<u><u>390,242</u></u>	<u>99,510</u>

Miscellaneous Information

Amended return
 Return / extended due date 08/15/12
 Failure to file penalty

Stroemer & Company
14030 Metropolis Ave Ste 200
Fort Myers, FL 33912
239-433-1002

May 14, 2012

CONFIDENTIAL

Sanibel Historical Museum &
Village, Inc
P.O. Box 413
Sanibel, FL 33957

Dear Board of Directors:

We have prepared the following returns from information provided by you without verification or audit.

Return of Organization Exempt From Income Tax (Form 990)

We suggest that you examine these returns carefully to fully acquaint yourself with all items contained therein to ensure that there are no omissions or misstatements. Attached are instructions for signing and filing each return. Please follow those instructions carefully.

Enclosed is any material you furnished for use in preparing the returns. If the returns are examined, requests may be made for supporting documentation. Therefore, we recommend that you retain all pertinent records for at least seven years.

In order that we may properly advise you of tax considerations, please keep us informed of any significant changes in your financial affairs or of any correspondence received from taxing authorities.

If you have any questions, or if we can be of assistance in any way, please call.

Sincerely,

Stroemer & Company

Filing Instructions**Sanibel Historical Museum &
Village, Inc****Exempt Organization Tax Return****Taxable Year Ended September 30, 2011**

Date Due: August 15, 2012

Remittance: None is required. Your Form 990 for the tax year ended 9/30/11 shows no balance due.

Signature: You are using a Personal Identification Number (PIN) for signing your return electronically. Sign the IRS e-file Authorization and mail it as soon as possible to:

Stroemer & Company
14030 Metropolis Ave Ste 200
Fort Myers, FL 33912

Other: Initial and date the copies of the IRS e-file Signature Authorization and the Form 990. Retain them for your records.

Your return is being filed electronically with the IRS and is not required to be mailed. Mailing a paper copy of your return to the IRS will delay the processing of your return.

Form **8879-EO**

IRS e-file Signature Authorization for an Exempt Organization

OMB No. 1545-1878

For calendar year 2010, or fiscal year beginning 10/01, 2010, and ending 9/30, 20 11

▶ Do not send to the IRS. Keep for your records.

▶ See instructions on back.

2010

Department of the Treasury
Internal Revenue Service

Name of exempt organization **SANIBEL HISTORICAL MUSEUM &
VILLAGE, INC**

Employer identification number
14-2003090

Name and title of officer **ALEXANDER WERNER
PRESIDENT**

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than 1 line in Part I.

1a Form 990 check here ▶ <input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b	<u>213,889</u>
2a Form 990-EZ check here ▶ <input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b	_____
3a Form 1120-POL check here ▶ <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b	_____
4a Form 990-PF check here ▶ <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b	_____
5a Form 8868 check here ▶ <input type="checkbox"/>	b Balance Due (Form 8868, Part I, line 3c or Part II, line 8c)	5b	_____

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2010 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize **STROEMER & COMPANY** to enter my PIN **38289** as my signature
ERO firm name Enter five numbers, but do not enter all zeros

on the organization's tax year 2010 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2010 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ *Alexander Werner*

Date ▶ 05/07/12

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

65110533912

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2010 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ *Alexander Werner*

Date ▶ 5/7/12

**ERO Must Retain This Form—See Instructions
Do Not Submit This Form To the IRS Unless Requested To Do So**

For Paperwork Reduction Act Notice, see back of form.

Form **8879-EO** (2010)

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

2010

Department of the Treasury
Internal Revenue Service

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

Open to Public Inspection

A For the 2010 calendar year, or tax year beginning **10/01/10**, and ending **09/30/11**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization SANIBEL HISTORICAL MUSEUM & VILLAGE, INC		D Employer identification number 14-2003090
	Doing Business As		
	Number and street (or P.O. box if mail is not delivered to street address) P.O. BOX 413		E Telephone number 239-472-4648
	City or town, state or country, and ZIP + 4 SANIBEL FL 33957		G Gross receipts\$ 234,788

F Name and address of principal officer: ALEX WERNER P. O. BOX 413 SANIBEL FL 33957	H(a) Is this a group return for affiliates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all affiliates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527	H(c) Group exemption number ▶
J Website: ▶ WWW.SANIBELMUSEUM.ORG	L Year of formation: 2007
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶	M State of legal domicile: FL

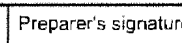
Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: SEE SCHEDULE O																			
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.																			
	3 Number of voting members of the governing body (Part VI, line 1a)	9																		
	4 Number of independent voting members of the governing body (Part VI, line 1b)	9																		
	5 Total number of individuals employed in calendar year 2010 (Part V, line 2a)	1																		
	6 Total number of volunteers (estimate if necessary)	80-100																		
	7a Total unrelated business revenue from Part VIII, column (C), line 12	0																		
7b Net unrelated business taxable income from Form 990-T, line 34	0																			
Revenue	<table border="1"> <thead> <tr> <th></th> <th>Prior Year</th> <th>Current Year</th> </tr> </thead> <tbody> <tr> <td>8 Contributions and grants (Part VIII, line 1h)</td> <td></td> <td style="text-align: right;">113,332</td> </tr> <tr> <td>9 Program service revenue (Part VIII, line 2g)</td> <td></td> <td style="text-align: right;">54,799</td> </tr> <tr> <td>10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)</td> <td></td> <td style="text-align: right;">2,621</td> </tr> <tr> <td>11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)</td> <td></td> <td style="text-align: right;">43,137</td> </tr> <tr> <td>12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)</td> <td></td> <td style="text-align: right;">213,889</td> </tr> </tbody> </table>			Prior Year	Current Year	8 Contributions and grants (Part VIII, line 1h)		113,332	9 Program service revenue (Part VIII, line 2g)		54,799	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)		2,621	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		43,137	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)		213,889
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12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)		213,889																		
Expenses																				
Net Assets or Fund Balances																				

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer 	Date 5/7/12
	Type or print name and title ALEXANDER WERNER PRESIDENT	

Paid Preparer Use Only	Print/Type preparer's name JOHN STROEMER, CPA, CFST, CAM, GRI	Preparer's signature 	Date 05/14/12	Check <input type="checkbox"/> if self-employed <input type="checkbox"/> PTIN P00102391
	Firm's name ▶ STROEMER & COMPANY	Firm's EIN ▶ 20-0167385		
	Firm's address ▶ FORT MYERS, FL 33912	Phone no. 239-433-1002		

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response to any question in this Part III

1 Briefly describe the organization's mission:

SEE SCHEDULE O

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

If "Yes," describe these changes on Schedule O.

4 Describe the exempt purpose achievements for each of the organization's three largest program services by expenses. Section 501(c)(3) and 501(c)(4) organizations and section 4947(a)(1) trusts are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ **72,356** including grants of\$) (Revenue \$)

TO FOSTER AN UNDERSTANDING OF THE HISTORY OF SANIBEL

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4b (Code:) (Expenses \$ including grants of\$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of\$) (Revenue \$)

4d Other program services. (Describe in Schedule O.)
(Expenses \$ including grants of\$) (Revenue \$)

4e Total program service expenses ▶ **72,356**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors? (see instructions)	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts where donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III		X
9 Did the organization report an amount in Part X, line 21; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV		X
10 Did the organization, directly or through a related organization, hold assets in term, permanent, or quasi-endowments? If "Yes," complete Schedule D, Part V		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI		X
b Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII		X
c Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX		X
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI, XII, and XIII	X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI, XII, and XIII is optional		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, and program service activities outside the United States? If "Yes," complete Schedule F, Parts I and IV		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or assistance to any organization or entity located outside the United States? If "Yes," complete Schedule F, Parts II and IV		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or assistance to individuals located outside the United States? If "Yes," complete Schedule F, Parts III and IV		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions)		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II	X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III		X
20a Did the organization operate one or more hospitals? If "Yes," complete Schedule H		X
b If "Yes" to line 20a, did the organization attach its audited financial statements to this return? Note. Some Form 990 filers that operate one or more hospitals must attach audited financial statements (see instructions)		

Part IV Checklist of Required Schedules (continued)

	Yes	No
21 Did the organization report more than \$5,000 of grants and other assistance to governments and organizations in the United States on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		X
22 Did the organization report more than \$5,000 of grants and other assistance to individuals in the United States on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26 Was a loan to or by a current or former officer, director, trustee, key employee, highly compensated employee, or disqualified person outstanding as of the end of the organization's tax year? If "Yes," complete Schedule L, Part II		X
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor, or a grant selection committee member, or to a person related to such an individual? If "Yes," complete Schedule L, Part III		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
b A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV		X
29 Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M	X	
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Parts II, III, IV, and V, line 1		X
35 Is any related organization a controlled entity within the meaning of section 512(b)(13)?		X
a Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11 and 19? Note. All Form 990 filers are required to complete Schedule O		X

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response to any question in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
1b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		X
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file. (see instructions)	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
b	If "Yes," has it filed a Form 990-T for this year? If "No," provide an explanation in Schedule O		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country: ▶ See instructions for filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible?		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		
d	If "Yes," indicate the number of Forms 8282 filed during the year		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	Sponsoring organizations maintaining donor advised funds and section 509(a)(3) supporting organizations. Did the supporting organization, or a donor advised fund maintained by a sponsoring organization, have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the organization make any taxable distributions under section 4966?		
b	Did the organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities		
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders		
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O.		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans		
c	Enter the amount of reserves on hand		
14a	Did the organization receive any payments for indoor tanning services during the tax year?		X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O		

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response to any question in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year		
1b	Enter the number of voting members included in line 1a, above, who are independent		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		<input checked="" type="checkbox"/>
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors or trustees, or key employees to a management company or other person?		<input checked="" type="checkbox"/>
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		<input checked="" type="checkbox"/>
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		<input checked="" type="checkbox"/>
6	Does the organization have members or stockholders?		<input checked="" type="checkbox"/>
7a	Does the organization have members, stockholders, or other persons who may elect one or more members of the governing body?		<input checked="" type="checkbox"/>
7b	Are any decisions of the governing body subject to approval by members, stockholders, or other persons?		<input checked="" type="checkbox"/>
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
8a	The governing body?	<input checked="" type="checkbox"/>	
8b	Each committee with authority to act on behalf of the governing body?	<input checked="" type="checkbox"/>	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O		<input checked="" type="checkbox"/>

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Does the organization have local chapters, branches, or affiliates?		<input checked="" type="checkbox"/>
10b	If "Yes," does the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with those of the organization?		
11a	Has the organization provided a copy of this Form 990 to all members of its governing body before filing the form?	<input checked="" type="checkbox"/>	
12a	Does the organization have a written conflict of interest policy? If "No," go to line 13	<input checked="" type="checkbox"/>	
12b	Are officers, directors or trustees, and key employees required to disclose annually interests that could give rise to conflicts?		<input checked="" type="checkbox"/>
12c	Does the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this is done		<input checked="" type="checkbox"/>
13	Does the organization have a written whistleblower policy?		<input checked="" type="checkbox"/>
14	Does the organization have a written document retention and destruction policy?		<input checked="" type="checkbox"/>
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15a	The organization's CEO, Executive Director, or top management official		<input checked="" type="checkbox"/>
15b	Other officers or key employees of the organization		<input checked="" type="checkbox"/>
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		<input checked="" type="checkbox"/>
16b	If "Yes," has the organization adopted a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and taken steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

- 17** List the states with which a copy of this Form 990 is required to be filed **▶ FL**
- 18** Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (501(c)(3)s only) available for public inspection. Indicate how you make these available. Check all that apply.
 Own website Another's website Upon request
- 19** Describe in Schedule O whether (and if so, how), the organization makes its governing documents, conflict of interest policy, and financial statements available to the public.
- 20** State the name, physical address, and telephone number of the person who possesses the books and records of the organization: **▶ CHELSEA KRAFT P.O. BOX 413**

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response to any question in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organizations compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (describe hours for related organizations in Schedule O)	(C) Position (check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) PAULA NEWTON DIRECTOR	10.00						0	0	0	
(2) ALEXANDER WERNER PRESIDENT	40.00						0	0	0	
(3) GAYLE PENCE VICE PRES	20.00						0	0	0	
(4) JANET HALLIDAY SECRETARY	5.00						0	0	0	
(5) BILL BACHMAN TREASURER	5.00						0	0	0	
(6) MARY MCLAUGHLIN DIRECTOR	10.00						0	0	0	
(7) KARL RODMAN DIRECTOR	10.00	X					0	0	0	
(8) DOROTHY DONALDSON DIRECTOR	5.00	X					0	0	0	
(9) NANCY MCNEIL DIRECTOR	5.00	X					0	0	0	
(10)										
(11)										
(12)										
(13)										
(14)										
(15)										
(16)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and Title	(B) Average hours per week (describe hours for related organizations in Schedule O)	(C) Position (check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
(26)										
(27)										
(28)										
1b Sub-total										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)										

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2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 in reportable compensation from the organization **0**

	Yes	No
3 Did the organization list any former officer, director or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 in compensation from the organization **0**

Part VIII Statement of Revenue

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512, 513, or 514
Contributions, gifts, grants and other similar amounts	1a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e	109,311			
	f All other contributions, gifts, grants, and similar amounts not included above	1f	4,021			
	g Noncash contributions included in lines 1a-1f: \$		25,311			
	h Total. Add lines 1a-1f		113,332			
Program Service Revenue	2a MUSEUM ADMISSION	Busn. Code	34,652	34,652		
	b MEMBERSHIPS		17,065	17,065		
	c SPECIAL TOURS		3,082	3,082		
	d					
	e					
	f All other program service revenue					
	g Total. Add lines 2a-2f		54,799			
	3 Investment income (including dividends, interest, and other similar amounts)		2,621			2,621
4 Income from investment of tax-exempt bond proceeds						
5 Royalties						
Other Revenue	6a Gross Rents	(i) Real				
	b Less: rental exps.	(ii) Personal				
	c Rental inc. or (loss)					
	d Net rental income or (loss)					
	7a Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other			
	b Less: cost or other basis & sales exps.					
	c Gain or (loss)					
	d Net gain or (loss)					
	8a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	a	48,402			
	b Less: direct expenses	b	12,849			
	c Net income or (loss) from fundraising events		35,553			93
	9a Gross income from gaming activities. See Part IV, line 19	a				
b Less: direct expenses	b					
c Net income or (loss) from gaming activities						
10a Gross sales of inventory, less returns and allowances	a	15,052				
b Less: cost of goods sold	b	8,050				
c Net income or (loss) from sales of inventory		7,002	7,002			
Miscellaneous Revenue		Busn. Code				
11a MISCELLANEOUS			582		582	
b						
c						
d All other revenue						
e Total. Add lines 11a-11d			582			
12 Total revenue. See instructions.			213,889	61,801	0	3,296

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns.
All other organizations must complete column (A) but are not required to complete columns (B), (C), and (D).

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to governments and organizations in the U.S. See Part IV, line 21				
2 Grants and other assistance to individuals in the U.S. See Part IV, line 22				
3 Grants and other assistance to governments, organizations, and individuals outside the U.S. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	39,000	29,250	9,750	
8 Pension plan contributions (include section 401(k) and section 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	3,033	2,275	758	
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting	20,243	10,121	10,122	
d Lobbying				
e Professional fundraising services. See Part IV, line 7				
f Investment management fees				
g Other	2,664	2,664		
12 Advertising and promotion	1,908	1,908		
13 Office expenses	7,097	5,010	2,087	
14 Information technology	305		305	
15 Royalties				
16 Occupancy	36,419	18,209	18,210	
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	1,582	791	791	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24f. If line 24f amount exceeds 10% of line 25, column (A) amount, list line 24f expenses on Schedule O.)				
a DOCENT	2,128	2,128		
b				
c				
d				
e				
f All other expenses				
25 Total functional expenses. Add lines 1 through 24f	114,379	72,356	42,023	0
26 Joint costs. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720). Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation				

Part X Balance Sheet

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest bearing	490	1	844
	2 Savings and temporary cash investments	288,704	2	387,461
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net		4	
	5 Receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6 Receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use	4,065	8	4,043
	9 Prepaid expenses and deferred charges		9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a		
	b Less: accumulated depreciation	10b		10c
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 34)	293,259	16	392,348	
Liabilities	17 Accounts payable and accrued expenses	2,527	17	2,106
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
25 Other liabilities. Complete Part X of Schedule D		25		
26 Total liabilities. Add lines 17 through 25	2,527	26	2,106	
Net Assets or Fund Balances	Organizations that follow SFAS 117, check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.			
	27 Unrestricted net assets	290,687	27	390,242
	28 Temporarily restricted net assets	45	28	
	29 Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117, check here <input type="checkbox"/> and complete lines 30 through 34.			
	30 Capital stock or trust principal, or current funds		30	
	31 Paid-in or capital surplus, or land, building, or equipment fund		31	
	32 Retained earnings, endowment, accumulated income, or other funds		32	
33 Total net assets or fund balances	290,732	33	390,242	
34 Total liabilities and net assets/fund balances	293,259	34	392,348	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response to any question in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	213,889
2	Total expenses (must equal Part IX, column (A), line 25)	2	114,379
3	Revenue less expenses. Subtract line 2 from line 1	3	99,510
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	290,732
5	Other changes in net assets or fund balances (explain in Schedule O)	5	
6	Net assets or fund balances at end of year. Combine lines 3, 4, and 5 (must equal Part X, line 33, column (B))	6	390,242

Part XII Financial Statements and Reporting

Check if Schedule O contains a response to any question in this Part XII

1 Accounting method used to prepare the Form 990: Cash Accrual Other **MODIFIED CASH**

If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.

2a Were the organization's financial statements compiled or reviewed by an independent accountant?

b Were the organization's financial statements audited by an independent accountant?

c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?

If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.

d If "Yes" to line 2a or 2b, check a box below to indicate whether the financial statements for the year were issued on a separate basis, consolidated basis, or both:

Separate basis Consolidated basis Both consolidated and separate basis

3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?

b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.

	Yes	No
2a		X
2b	X	
2c	X	
3a		X
3b		

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SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

OMB No. 1545-0047

2010

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ. ▶ See separate instructions.

Name of the organization **SANIBEL HISTORICAL MUSEUM & VILLAGE, INC**

Employer identification number
14-2003090

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E.)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state:
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 10 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 11 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See **section 509(a)(3)**. Check the box that describes the type of supporting organization and complete lines 11e through 11h.
 - a Type I b Type II c Type III—Functionally integrated d Type III—Other
- e By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2).
- f If the organization received a written determination from the IRS that it is a Type I, Type II, or Type III supporting organization, check this box
- g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?

- (i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization?
- (ii) A family member of a person described in (i) above?
- (iii) A 35% controlled entity of a person described in (i) or (ii) above?

	Yes	No
11g(i)		
11g(ii)		
11g(iii)		

h Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–9 above or IRC section (see instructions))	(iv) Is the organization in col. (i) listed in your governing document?		(v) Did you notify the organization in col. (i) of your support?		(vi) Is the organization in col. (i) organized in the U.S.?		(vii) Amount of support
			Yes	No	Yes	No	Yes	No	
(A)									
(B)									
(C)									
(D)									
(E)									
Total									

For Paperwork Reduction Act Notice, see the instructions for Form 990 or 990-EZ.

Schedule A (Form 990 or 990-EZ) 2010

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)
 (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")		103,298	96,095	109,413	113,332	422,136
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge		65	130			195
4 Total. Add lines 1 through 3		103,363	96,225	109,413	113,332	422,333
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						422,333

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
7 Amounts from line 4		103,363	96,225	109,413	113,332	422,333
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources		309	3,136	4,975	2,621	11,041
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
11 Total support. Add lines 7 through 10						433,374
12 Gross receipts from related activities, etc. (see instructions)					12	117,613
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2010 (line 6, column (f) divided by line 11, column (f))	14	97.45 %
15 Public support percentage from 2009 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test—2010. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input checked="" type="checkbox"/>		
b 33 1/3% support test—2009. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
17a 10%-facts-and-circumstances test—2010. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 10%-facts-and-circumstances test—2009. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2010 (line 8, column (f) divided by line 13, column (f))	15	%
16 Public support percentage from 2009 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2010 (line 10c, column (f) divided by line 13, column (f))	17	%
18 Investment income percentage from 2009 Schedule A, Part III, line 17	18	%

- 19a 33 1/3% support tests—2010.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization
- b 33 1/3% support tests—2009.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization
- 20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supplemental Information. Complete this part to provide the explanations required by Part II, line 10; Part II, line 17a or 17b; and Part III, line 12. Also complete this part for any additional information. (See instructions).

PART II, LINE 10 - OTHER INCOME DETAIL

OTHER INCOME \$ 0

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Schedule of Contributors

2010

▶ Attach to Form 990, 990-EZ, or 990-PF.

Name of the organization

SANIBEL HISTORICAL MUSEUM &
VILLAGE, INC

Employer identification number

14-2003090

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)(3) (enter number) organization

4947(a)(1) nonexempt charitable trust not treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note. Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II.

Special Rules

For a section 501(c)(3) organization filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), and received from any one contributor, during the year, a contribution of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For a section 501(c)(7), (8), or (10) organization filing Form 990 or 990-EZ that received from any one contributor, during the year, aggregate contributions of more than \$1,000 for use exclusively for religious, charitable, scientific, literary, or educational purposes, or the prevention of cruelty to children or animals. Complete Parts I, II, and III.

For a section 501(c)(7), (8), or (10) organization filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions for use exclusively for religious, charitable, etc., purposes, but these contributions did not aggregate to more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an exclusively religious, charitable, etc., purpose. Do not complete any of the parts unless the **General Rule** applies to this organization because it received nonexclusively religious, charitable, etc., contributions of \$5,000 or more during the year ▶ \$

Caution. An organization that is not covered by the General Rule and/or the Special Rules does not file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2 of its Form 990, or check the box on line H of its Form 990-EZ, or on line 2 of its Form 990-PF, to certify that it does not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization

SANIBEL HISTORICAL MUSEUM &

Employer identification number

14-2003090

Part I Contributors (see instructions)

(a) No.	(b) Name, address, and ZIP + 4	(c) Aggregate contributions	(d) Type of contribution
1	CITY OF SANIBEL 800 DUNLOP ROAD SANIBEL FL 33957	\$ 109,311	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input checked="" type="checkbox"/> (Complete Part II if there is a noncash contribution.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)

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Name of organization SANIBEL HISTORICAL MUSEUM &	Employer identification number 14-2003090
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Part II Noncash Property (see instructions)

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
1	UTILITIES, SECURITY, REPAIRS & M	\$ 25,311	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

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SCHEDULE D (Form 990)

Supplemental Financial Statements

OMB No. 1545-0047

2010

Open to Public Inspection

Department of the Treasury Internal Revenue Service

Complete if the organization answered "Yes," to Form 990, Part IV, line 6, 7, 8, 9, 10, 11, or 12.

Attach to Form 990. See separate instructions.

Name of the organization: SANIBEL HISTORICAL MUSEUM & VILLAGE, INC. Employer identification number: 14-2003090

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" to Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include total number at end of year, aggregate contributions, aggregate grants, aggregate value, and two yes/no questions about donor advisement.

Part II Conservation Easements. Complete if the organization answered "Yes" to Form 990, Part IV, line 7.

Form for Part II including checkboxes for purposes of conservation easements, a table for 'Held at the End of the Tax Year' with rows 2a-2d, and various questions about monitoring and expenses.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" to Form 990, Part IV, line 8.

Form for Part III including questions about reporting works of art, historical treasures, or other similar assets held for public exhibition, education, or research.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

- a** Public exhibition
- b** Scholarly research
- c** Preservation for future generations
- d** Loan or exchange programs
- e** Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIV.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No

b If "Yes," explain the arrangement in Part XIV and complete the following table:

	Amount
1c Beginning balance	
1d Additions during the year	
1e Distributions during the year	
1f Ending balance	

2a Did the organization include an amount on Form 990, Part X, line 21? Yes No

b If "Yes," explain the arrangement in Part XIV.

Part V Endowment Funds. Complete if organization answered "Yes" to Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the year end balance held as:

- a** Board designated or quasi-endowment ▶ %
- b** Permanent endowment ▶ %
- c** Term endowment ▶ %

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i) unrelated organizations Yes No
- (ii) related organizations Yes No

b If "Yes" to 3a(ii), are the related organizations listed as required on Schedule R?

	Yes	No
3a(i)		
3a(ii)		
3b		

4 Describe in Part XIV the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment. See Form 990, Part X, line 10.

Description of investment	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment				
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10(c).) ▶

Part VII Investments—Other Securities. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
(I)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.)		

Part VIII Investments—Program Related. See Form 990, Part X, line 13.

(a) Description of investment type	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.)		

Part IX Other Assets. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.)	

Part X Other Liabilities. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Amount
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.)	

2. FIN 48 (ASC 740) Footnote. In Part XIV, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740).

Part XI Reconciliation of Change in Net Assets from Form 990 to Audited Financial Statements

1	Total revenue (Form 990, Part VIII, column (A), line 12)	1	213,889
2	Total expenses (Form 990, Part IX, column (A), line 25)	2	114,379
3	Excess or (deficit) for the year. Subtract line 2 from line 1	3	99,510
4	Net unrealized gains (losses) on investments	4	
5	Donated services and use of facilities	5	
6	Investment expenses	6	
7	Prior period adjustments	7	
8	Other (Describe in Part XIV.)	8	
9	Total adjustments (net). Add lines 4 through 8	9	
10	Excess or (deficit) for the year per audited financial statements. Combine lines 3 and 9	10	99,510

Part XII Reconciliation of Revenue per Audited Financial Statements With Revenue per Return

1	Total revenue, gains, and other support per audited financial statements	1	234,788
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains on investments	2a	
b	Donated services and use of facilities	2b	
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIV.)	2d	20,899
e	Add lines 2a through 2d	2e	20,899
3	Subtract line 2e from line 1	3	213,889
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIV.)	4b	
c	Add lines 4a and 4b	4c	
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)	5	213,889

Part XIII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return

1	Total expenses and losses per audited financial statements	1	135,278
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIV.)	2d	20,899
e	Add lines 2a through 2d	2e	20,899
3	Subtract line 2e from line 1	3	114,379
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIV.)	4b	
c	Add lines 4a and 4b	4c	
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)	5	114,379

Part XIV Supplemental Information

Complete this part to provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, line 8; Part XII, lines 2d and 4b; and Part XIII, lines 2d and 4b. Also complete this part to provide any additional information.

PART XI, LINE 8 - RECONCILIATION OF CHANGES - OTHER

SPECIAL EVENT EXPENSES	\$	20,899
SPECIAL EVENT EXPENSES	\$	-20,899

PART XII, LINE 2D - REVENUE AMOUNTS INCLUDED IN FINANCIALS - OTHER

SPECIAL EVENT EXPENSES	\$	20,899
------------------------	----	--------

Part XIV Supplemental Information (continued)

PART XIII, LINE 2D - EXPENSE AMOUNTS INCLUDED IN FINANCIALS - OTHER

SPECIAL EVENT EXPENSES \$ **20,899**

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**SCHEDULE G
(Form 990 or 990-EZ)**

**Supplemental Information Regarding
Fundraising or Gaming Activities**

OMB No. 1545-0047

2010

Open To Public Inspection

Department of the Treasury
Internal Revenue Service

Complete if the organization answered "Yes" to Form 990, Part IV, lines 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.
▶ Attach to Form 990 or Form 990-EZ. ▶ See separate instructions.

Name of the organization **SANIBEL HISTORICAL MUSEUM &
VILLAGE, INC**

Employer identification number
14-2003090

Part I Fundraising Activities. Complete if the organization answered "Yes" to Form 990, Part IV, line 17.
Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a** Mail solicitations
- b** Internet and email solicitations
- c** Phone solicitations
- d** In-person solicitations
- e** Solicitation of non-government grants
- f** Solicitation of government grants
- g** Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? **Yes** **No**

b If "Yes," list the ten highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
			Yes	No			
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							

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3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

.....

.....

.....

Part II Fundraising Events. Complete if the organization answered "Yes" to Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events
		<u>LUNCHEON</u> (event type)	(event type)	<u>NONE</u> (total number)	(add col. (a) through col. (c))
Revenue	1	Gross receipts	45,762		45,762
	2	Less: Charitable contributions			
	3	Gross income (line 1 minus line 2)	45,762		45,762
Direct Expenses	4	Cash prizes			
	5	Noncash prizes			
	6	Rent/facility costs			
	7	Food and beverages			
	8	Entertainment			
	9	Other direct expenses	12,007		12,007
	10	Direct expense summary. Add lines 4 through 9 in column (d)			
11	Net income summary. Combine line 3, column (d), and line 10				33,755

Part III Gaming. Complete if the organization answered "Yes" to Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))	
Revenue	1	Gross revenue				
Direct Expenses	2	Cash prizes				
	3	Noncash prizes				
	4	Rent/facility costs				
	5	Other direct expenses				
	6	Volunteer labor	<input type="checkbox"/> Yes <input type="checkbox"/> No %	<input type="checkbox"/> Yes <input type="checkbox"/> No %	<input type="checkbox"/> Yes <input type="checkbox"/> No %	
	7	Direct expense summary. Add lines 2 through 5 in column (d)				
	8	Net gaming income summary. Combine line 1, column d, and line 7				

9 Enter the state(s) in which the organization operates gaming activities: _____
 a Is the organization licensed to operate gaming activities in each of these states? 9a Yes No
 b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended or terminated during the tax year? 10a Yes No
 b If "Yes," explain: _____

**SCHEDULE M
(Form 990)**

Noncash Contributions

OMB No. 1545-0047

2010

**Open To Public
Inspection**

▶ **Complete if the organizations answered "Yes" on Form
990, Part IV, lines 29 or 30.
▶ Attach to Form 990.**

Department of the Treasury
Internal Revenue Service

Name of the organization **SANIBEL HISTORICAL MUSEUM &
VILLAGE, INC**

Employer identification number
14-2003090

Part I Types of Property

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1 Art—Works of art				
2 Art—Historical treasures				
3 Art—Fractional interests				
4 Books and publications				
5 Clothing and household goods				
6 Cars and other vehicles				
7 Boats and planes				
8 Intellectual property				
9 Securities—Publicly traded				
10 Securities—Closely held stock				
11 Securities—Partnership, LLC, or trust interests				
12 Securities—Miscellaneous				
13 Qualified conservation contribution—Historic structures				
14 Qualified conservation contribution—Other				
15 Real estate—Residential				
16 Real estate—Commercial				
17 Real estate—Other				
18 Collectibles				
19 Food inventory				
20 Drugs and medical supplies				
21 Taxidermy				
22 Historical artifacts				
23 Scientific specimens				
24 Archeological artifacts				
25 Other ▶ ()	X	1	25,311	
26 Other ▶ ()				
27 Other ▶ ()				
28 Other ▶ ()				

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29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part IV, Donee Acknowledgement **29**

	Yes	No
30a During the year, did the organization receive by contribution any property reported in Part I, lines 1–28 that it must hold for at least three years from the date of the initial contribution, and which is not required to be used for exempt purposes for the entire holding period?		X
b If "Yes," describe the arrangement in Part II.		
31 Does the organization have a gift acceptance policy that requires the review of any non-standard contributions?		X
32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?		X
b If "Yes," describe in Part II.		
33 If the organization did not report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.		

Part II Supplemental Information. Complete this part to provide the information required by Part I, lines 30b, 32b, and 33. Also complete this part for any additional information.

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SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

OMB No. 1545-0047

2010

Open to Public
Inspection

Name of the organization **SANIBEL HISTORICAL MUSEUM &
VILLAGE, INC**

Employer identification number
14-2003090

FORM 990 - ORGANIZATION'S MISSION OR MOST SIGNIFICANT ACTIVITIES

TO FOSTER AN UNDERSTANDING AND APPRECIATION OF THE HISTORY

OF SANIBEL ISLAND. TO ACT AS A RESOURCE FOR VARIOUS

CULTURAL, EDUCATIONAL ORGANIZATIONS AND INSTITUTIONS.

TO ENCOURAGE THE PRESERVATION, MAINTENANCE AND COMPATIBLE

REUSE OF SANIBEL'S HISTORIC RESOURCES.

FORM 990, PART I, LINE 6

VOLUNTEERS ASSIST AS DOCENTS AND HELP WITH FUNDRAISING

FORM 990, PART VI, LINE 11B - ORGANIZATION'S PROCESS TO REVIEW FORM 990

**THE ORGANIZATION IS GIVEN A DRAFT OF THE 990 TO REIVEW AND SIGN 8897 BEFORE
E-FILING.**

FORM 990, PART VI, LINE 19 - GOVERNING DOCUMENTS DISCLOSURE EXPLANATION

NO DOCUMENTS AVAILABLE TO THE PUBLIC

Special Events Schedule

Form 990

2010

For calendar year 2010, or tax year beginning 10/01/10, and ending 09/30/11

Name

SANIBEL HISTORICAL MUSEUM & VILLAGE, INC

Employer Identification Number

14-2003090

	(A)	(B)	(C)	Others	Total
Gross receipts	0	0	0	0	0
Less contributions	0	0	0	0	0
Gross revenue	0	0	0	0	0
Less direct expenses	0	0	0	0	0
Net income (loss)	0	0	0	0	0

Description: (A) ART FESTIVAL

(B)

(C)

Others

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Federal Statements

Taxable Interest on Investments

<u>Description</u>	<u>Amount</u>	<u>Unrelated Business Code</u>	<u>Exclusion Code</u>	<u>Postal Code</u>	<u>Acquired after 6/30/75</u>	<u>US Obs (\$ or %)</u>
	\$ 2,621		14			
TOTAL	\$ 2,621					

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Federal Statements

Form 990, Part IX, Line 11g - Other Fees for Service (Non-employee)

Description	Total Expenses	Program Service	Management & General	Fund Raising
SECURITY	\$ 2,664	\$ 2,664	\$	\$
TOTAL	<u>\$ 2,664</u>	<u>\$ 2,664</u>	<u>\$ 0</u>	<u>\$ 0</u>

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MEMORANDUM

DATE: June 5, 2012
TO: City Council
THROUGH: City Manager Judie Zimomra
FROM: Acting Public Works Director Scott Krawczuk *SK*
RE: Status of Dredging the Entrance/Exit Channel to the Shell Harbor Canal System

The entrance channel to the Shell Harbor canal system was last dredged in March of 2011. The next dredging event was not scheduled until FY13. At this time, the entrance channel has silted-in to a point where dredging is again required.

On May 11, 2012 a permit application was submitted to the Florida Department of Environmental Protection and Army Corps of Engineers to secure the required environmental permits. After discussions with the Army Corps of Engineers, this permit process could take up to 120 days once the permit application is considered complete.

The City is currently seeking alternate funding methods and soliciting quotes to perform the dredging work.

cc: Finance Director Sylvia Edwards
City Attorney Ken Cuyler

Julia K. Guernsey

From: Pamela Smith
Sent: Sunday, May 20, 2012 7:42 PM
To: Julia K. Guernsey
Subject: Fwd: Shoaling Entrance to Shell Harbor Canal System

Agenda

Sent from my iPad

Begin forwarded message:

From: "Scott Krawczuk" <scott.krawczuk@mysanibel.com>
To: "Pamela Smith" <pbs@mysanibel.com>
Subject: FW: Shoaling Entrance to Shell Harbor Canal System

From: Kupsaw, Robert M.D. [<mailto:robert.kupsaw@leememorial.org>]
Sent: Wednesday, May 09, 2012 8:46 AM
To: Scott Krawczuk
Cc: 'Rusty Kupsaw (E-mail)'
Subject: Shoaling Entrance to Shell Harbor Canal System

Scott:

Thanks for speaking with me today. Attached are photos from last weekend of the severe shoaling of the entrance to the Shell Harbor canal system. The shoaling is as bad or worse than when the entrance was last dredged. As you can see the sandbar extends more than 50% across the entrance. It is just a matter of time until a big boat hits the concrete seawall and suffers thousands of dollars of damage. Now that there is a taxing district the entrance should not be allowed to get into such a perilous state. Let me know if there is anything I can do to move this along.

Sincerely,
Rusty Kupsaw
893 Limpet Drive
940-5602
472-3357

[cid:90c9a101-6d74-4dee-b405-5c6c0ff02051][cid:92b688e9-5bae-4025-a7e3-89aca8989cbc]







CHARLOTTE HARBOR NATIONAL ESTUARY PROGRAM

1926 Victoria Avenue, Fort Myers, FL 33901
239/338-2556, ext. 234, Fax 239/338-2560, ldonley@swfrpc.org

April 30, 2012

Vice- Mayor Mick Denham
City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957

RE: CHNEP Matching Fund Contribution for FY 2012/Invoice

Dear Vice-Mayor Denham:

The Charlotte Harbor National Estuary Program (CHNEP) is implementing its Fiscal Year 2012 Workplan. The 2012 Workplan was approved by the CHNEP Management Conference on May 20, 2011. The amount of \$7,500.00 was authorized for contribution by City of Sanibel.

The City of Sanibel has not contributed to the CHNEP budget for the past several years; we would be happy to discuss with you and City staff the benefits your contribution makes to the CHNEP. Your contribution will be added to federal, state, and other local government contributions to deliver many programs that will protect river watersheds and estuaries in and near your community. In fiscal year 2012, we are continuing to coordinate with local and regional staff to provide research and restoration projects in Pine Island Sound, Charlotte Harobr and the tidal Caloosahatchee River watersheds and deliver a wide variety of public outreach programs in your community.

Enclosed is an invoice for \$7,500.00, a copy of Table 10 from the 2012 Workplan indicating the City of Sanibel's contribution (and all the other partner's contributions). The FY2012 Workplan can be viewed online at the CHNEP's website: <http://www.chnep.org/Admin.html>

Please submit a check in the amount of **\$7,500.00** made payable to the Southwest Florida Regional Planning Council and mail to:

Southwest Florida Regional Planning Council
1926 Victoria Avenue
Fort Myers, FL 33901

Thank you for your assistance with the development and implementation of the Comprehensive Conservation and Management Plan. Please contact me if you have any questions or suggestions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Liz Donley".

Liz Donley
Grants and Contracts Manager

CC: Nancy Doyle, SWFRPC

RECEIVED BY
12 APR 32 AM 10: 01
CITY OF SANIBEL
ADMIN./LEGIS.



Southwest Florida Regional Planning Council

INVOICE

DATE: April 30, 2012

BILLED TO: Vice-Mayor Mick Denham
 City of Sanibel
 800 Dunlop Road
 Sanibel, Florida 33957

DESCRIPTION	AMOUNT
City of Sanibel Fiscal Year 2012 Workplan of the Charlotte Harbor National Estuary Program	\$7,500.00
PLEASE PAY THIS AMOUNT \$	\$7,500.00

Please remit payment to :
 Southwest Florida Regional Planning Council
 1926 Victoria Avenue
 Fort Myers, FL 33901

Table 10: Charlotte Harbor NEP FY11 and FY12 Income

Funding Source	Approved FY10 Funding	FY11 Request	Approved FY11 Funding	FY12 Request
Federal				
Section 320 Funding	\$600,000.00	\$800,000.00	\$812,000.00	\$598,800.00
Total Federal	\$600,000.00	\$800,000.00	\$812,000.00	\$598,800.00
State and Regional				
DEP	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
SFWMD	\$28,000.00	\$50,000.00	\$24,783.00	\$50,000.00
SWFWMD	\$110,000.00	\$110,000.00	\$83,750.00	\$130,000.00
Peace Manasota Water Supply Authority	\$4,000.00	\$5,000.00	\$4,000.00	\$5,000.00
Subtotal Regional Income	\$217,000.00	\$240,000.00	\$187,533.00	\$260,000.00
Local				
Sarasota County	\$25,000.00	\$25,000.00	\$32,000.00	\$25,000.00
Charlotte County	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Lee County	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Polk County		\$15,000.00	\$250.00	\$15,000.00
Cape Coral	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
Fort Myers		\$7,500.00		\$7,500.00
Sanibel		\$7,500.00		\$7,500.00
Manatee County	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Punta Gorda	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Bonita Springs	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Fort Myers Beach	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Venice	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
North Port	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Winter Haven	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Bartow		\$1,000.00		\$500.00
DeSoto County		\$1,000.00		\$500.00
Hardee County		\$1,000.00		\$500.00
Subtotal Local Income	\$82,000.00	\$115,000.00	\$89,250.00	\$113,500.00
Private/Other Grants/Misc.				
Friends of the Charlotte Harbor Estuary, Inc			\$1,000.00	\$2,000.00
Calendar Donations	\$2,005.00	\$3,000.00	\$2,000.00	\$2,000.00
Children's Book Donations	\$305.05	\$700.00	\$300.00	\$300.00
Nature Festival Sponsorship	\$7,593.50	\$11,000.00	\$7,500.00	\$7,500.00
Donations for Materials	\$379.16	\$300.00	\$300.00	\$300.00
NOAA Workshop Registrations	\$2,420.00	\$1,700.00	\$2,400.00	\$2,400.00
Sustainable Communities Conference	\$3,230.00	\$7,000.00	\$3,500.00	\$3,500.00
Mosaic	\$7,500.00	\$7,500.00	\$7,500.00	\$5,000.00
Watershed Summit Sponsorships			\$10,000.00	
Cash on hand, end of FY10 fiscal year	\$16,634.37			
Uninvoiced SWFWMDs, end of 10			\$109,139.31	
Anticipated local reserve, end of FY11				\$62,374.88
Subtotal Grant/Private Income	\$40,067.08	\$31,200.00	\$143,639.31	\$85,374.88
In-Kind				
Match In-Kind: SFWMD Initiatives	\$600,000.00	\$800,000.00	\$812,000.00	\$598,800.00
Subtotal In-Kind	\$600,000.00	\$800,000.00	\$812,000.00	\$598,800.00
Grand Totals in the Fiscal Year	\$1,539,067.08	\$1,986,200.00	\$2,044,422.31	\$1,632,224.88
Program Cash	\$939,067.08	\$1,186,200.00	\$1,232,422.31	\$982,424.88

FY 2012-2013 TDC Beach & Shoreline Funding Recommendations*

	Amount Requested	TDC Recommendation
Lee County Natural Resources		
Beach Renourishment Trust Fund	2,000,000	2,000,000
City of Bonita Springs		
Hickory Island Beach Renourishment	260,000	0 ¹
Bonita Springs River Park Maintenance	34,700	25,645
Bonita Springs River Park - Boardwalks & Shell Paths	200,000	57,500
Captiva Erosion Prevention District		
Captiva Island Beach Performance Survey	23,000	23,000 ²
Hagerup Beach Facility Maintenance	21,284	21,284
City of Cape Coral		
Yacht Club Beach Maintenance	35,000	35,000
Four Mile Cove Ecological Preserve Maintenance	34,000	34,000
Sirenia Vista Park Shoreline Improvements	191,721	191,721
Town of Fort Myers Beach		
Beach & Shoreline Maintenance	661,853	581,782
Newton Park Shade Structures	30,000	0 ¹
Public Bay and Beachside Access Improvements	209,396	0 ¹
City of Sanibel		
Facility/Beach Maintenance	1,090,900	1,090,900
Dune Walkover Repairs & Lookout Replacements	71,000	71,000
Public Beach Access Dune Protection	21,000	10,000 ³
Beach Erosion Monitoring	40,000	40,000
Lee County Facilities Management		
Capitalized Beach Front Park Maintenance	50,000	50,000
Boardwalk Deck Improvements	20,000	20,000
Lee County Parks & Recreation		
Operation Beach & Shoreline Maintenance	1,584,200	1,584,200
Emergency Beach Cleanup	300,000	0 ⁴
Crescent Beach Family Park Restrooms	70,000	0 ⁵
Lee County Construction & Design		
Manatee Park Canal Bank Reinforcement	145,000	145,000
Caloosahatchee Regional Park Shoreline Stabilization	200,000	200,000
Florida DEP/Carl E. Johnson/Lovers Key State Park		
North Pedestrian Crossover Renovation	27,000	27,000
Florida DEP/Gasparilla Island State Park		
Boardwalk Replacement	84,000	84,000
TOTAL	\$ 7,404,054	\$ 6,292,032

* Project funding contingent on approval by Lee County Board of County Commissioners

¹ Not recommended for funding

² Funding contingent on CEPD requesting exemption from DEP due to pending pre-construction survey

³ Request reduced by Sanibel City Manager

⁴ Request withdrawn

⁵ TDC requested Town of Fort Myers Beach transfer restrooms currently in place (purchased with TDC funds) to LCP&R

AGENDA

May 11, 2012

- I. Call to Order**
- II. Roll Call**
- ⇒ **III. Approval of April 13, 2012 TDC Meeting Minutes**
- IV. Public to be Heard**
- V. Municipalities to be Heard**
- VI. Report of the Executive Director, Tamara Pigott**
 - a. Tourist Tax Report**
 - b. Smith Travel Report (STR Report)**
 - c. RSW Passenger Activity Report**
 - d. Administration Activity Report**
 - e. Sales Report, Pamela Johnson**
 - f. Communications Report, Nancy Hamilton**
 - g. Visitor Services Report, Judi Durant**
 - h. New Product Development Report, Nancy MacPhee**
 - i. Advertising Report, Clayton Reid, MMGY**
 - j. Research Report, Marcia Wood, DPA**
- VII. Report of the Sports Authority Executive Director, Jeff Mielke**
- VIII. Old Business**
- IX. New Business**
 - ⇒ **a. Formalize FY 2012-13 Beach & Shoreline Funding Requests, Nancy MacPhee**
- X. For Council's Information**
- XI. TDC Member Items**
- XII. Adjourn**

**The next TDC Meeting will be held 9:00 a.m. on Friday, June 8, 2012
at the Visitor & Convention Bureau, 2201 Second Street, Suite 600.**

⇒ **Denotes Action Item**

**SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
TRAFFIC REPORT**

	2008	YTD	2009	YTD	2010	YTD	2011	YTD	2012	YTD
JAN	762,316	762,316	732,851	732,851	731,739	731,739	726,322	726,322	704,427	704,427
FEB	845,741	1,608,057	809,990	1,542,841	755,095	1,486,834	790,124	1,516,446	781,849	1,486,276
MARCH	1,030,151	2,638,208	985,267	2,528,108	996,685	2,483,519	1,073,556	2,590,002	1,024,221	2,510,497
APRIL	834,689	3,472,897	849,815	3,377,923	813,329	3,296,848	907,686	3,497,688		
MAY	576,143	4,049,040	524,520	3,902,443	552,105	3,848,953	587,633	4,085,321		
JUNE	488,266	4,537,306	461,295	4,363,738	476,625	4,325,578	473,332	4,558,653		
JULY	502,932	5,040,238	492,063	4,855,801	490,227	4,815,805	457,194	5,015,847		
AUGUST	448,667	5,488,905	454,927	5,310,728	444,714	5,260,519	420,105	5,435,952		
SEPT	328,278	5,817,183	359,743	5,670,471	374,590	5,635,109	351,881	5,787,833		
OCT	492,258	6,309,441	470,931	6,141,402	532,025	6,167,134	469,145	6,256,978		
NOV	603,366	6,912,807	598,478	6,739,880	652,783	6,819,917	612,470	6,869,448		
DEC	691,038	7,603,845	676,078	7,415,958	694,399	7,514,316	667,789	7,537,237		
TOTALS		7,603,845		7,415,958		7,514,316		7,537,237		2,510,497

Note: For further information regarding airport statistics: vbmorland@flylcpa.com

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Lee County Visitor & Convention Bureau

LEE COUNTY VISITOR & CONVENTION BUREAU

Administrative Activity Report

APRIL 2012

APRIL 2, 2012

- Telephone Interview with Laura Ruane (News-Press)
- Meet and greet with Washington Nationals representatives at jetBlue Park
- VCB staff training

APRIL 3, 2012

- Meeting with Mel Dokman
- Meeting with Judi Durant
- Meeting with Pam Brown
- Meeting with Bob Beamon & Cathy Oerter (Art of the Olympians); Nancy Hamilton, Laura Chmielewski, Pamela Johnson and Woody Peek
- Meeting with Laura Chmielewski and Woody Peek

APRIL 4, 2012

- County Manager Staff Meeting
- Tourism Ambassador Appreciation Luncheon
- Meeting with Bob Franceschini (Lee County Procurement Management) and Berta Maldonado

APRIL 5, 2012

- VCB Staff Meeting
- Meeting with Carol Obermeier & Brain Solis (Lee County Port Authority), Pamela Johnson & Woody Peek
- Meeting with Karen Hawes, Bill Hammond, Pete Winton, Doug Meurer (Lee County Administration); Dave Harner (Lee County Parks & Recreation); Jeff Mielke (Lee County Sports Authority);

APRIL 6, 2012

- Conference call with Kim Lenox, Mark Johnston, Andrea Claxton, Micah Greene, Meliah Cranmer & Craig Paddock (MMGY); Mika Lepisto (Beachfront Solutions); Laura Chmielewski, Katie Meckley & Woody Peek
- Meeting with Dan DeLisi (South Florida Water Management District Governing Board) and Kurt Harclerode (Lee County Natural Resources)
- Conference call with Jackie Mackay (JM Communications)

APRIL 9, 2012

- Meeting with Shelley Crant (Florida Travel Marketing)
- Conference call with Andrea Fraser (Lee County Attorney); Pete Winton (Lee County Administration); & Tim Parks (Lee County Clerk of Courts)
- Estero Beach Restoration Ribbon Cutting

APRIL 10, 2012

- Conference call with Marcia Wood & Kevin Knight (DPA); Nancy Hamilton and Woody Peek
- Speaking engagement: Real Estate Investment Society
- Meeting with Fran Belasco
- Meeting with Commissioner John Manning
- Meeting with Laura Chmielewski and Woody Peek

APRIL 11, 2012

- County Manager Staff Meeting
- Conference call with Kim Lenox & Mark Johnston (MMGY)
- General Managers' Roundtable – Jim Larking (Crowne Plaza), John Lai (Hyatt Place), Gary Locke (SunStream), Bill Waichulis (Pink Shell) and Woody Peek

APRIL 12, 2012

- South Florida Water Management District Governing Board Meeting

APRIL 13, 2012

- TDC Meeting
- Conference call with Jackie Mackay (JM Communications)

APRIL 16, 2012

- General Managers' Roundtable – Tony Lapi ('Tween Water) JR Ramirez (Casa Ybel), Catherine O'Brien & Carol Chamberlain (Hotel Indigo) and Woody Peek
- Meeting with Nancy Hamilton, Charm Evans, Erick Garnica, Pamela Johnson & Woody Peek
- Inside Travel & Tourism segment interview

APRIL 17, 2012

- Meeting with Brad Miller (IPS Greenhouse) and Fran Belasco
- Meeting with Linda Farmer (The Franklin Shops); Laura Chmielewski, Nancy Hamilton & Woody Peek
- Meeting with Berta Maldonado
- Meeting with Laura Chmielewski & Woody Peek

APRIL 18-20, 2012

- Florida Association of DMOs' Destination Marketing Summit, Hutchinson Island

APRIL 22-26, 2012

- International PowWow 2012, Los Angeles

APRIL 27, 2012

- Meeting with Glen Salyer (Lee County Economic Development)
- Meeting with Amanda Auer, Fran Belasco, Cindy DeGroot & Mel Dokman
- Conference call with Jackie Mackay (JM Communications)

APRIL 30, 2012

- Meeting with Rob Wells (Tarpon Lodge)
- Conference call with Mika Lepisto (Beachfront Solutions) & Woody Peek
- Meeting with Karen Hawes
- Meeting with Berta Maldonado
- Meeting with Nancy MacPhee
- Conference call with Clayton Reid, Kim Lenox, Emily Armin & Trey Stanley (MMGY); Mika Lepisto (Beachfront Solutions); Katie Meckley, Amanda Auer & Woody Peek

For additional information: Fran Belasco at 239-338-3500 or fbelasco@leegov.com



TDC SALES REPORT APRIL 2012



MEETING LEADS

April 2012

GROUP NAME	MEETING DATE	ROOM NIGHTS	GROUP SIZE
Araba Shriners	May 2012	880	400
Florida Association of Public Art Professionals	May 2012	40	20
HR Florida State Council, Inc.	May 2012	300	300
Hotels for Hope	May 2012	32	10
Florida City and County Management Association	May 2012	677	230
H.J. Heinz	June 2012	360	105
NeighborWorks America	October 2012	508	100
American Association of Clinical Chemistry	January 2013	51	17
Bostik	January 2013	309	70
College of American Pathologists	January 2013	44	17
National Council of Structural Engineering Associations	February 2013	215	60

MEETING LEADS (cont.)

April 2012

GROUP NAME	MEETING DATE	ROOM NIGHTS	GROUP SIZE
Graber Post Buildings, Inc	February 2013	120	40
College of American Pathologists	February 2013	76	32
CHS, Inc	February 2013	505	150
Wisconsin Ready Mixed Concrete Association	February 2013	195	60
Western Great Lakes Pilots Association	February 2013	100	20
Blue Thong Society	April 2013	204	100
PHH Mortgage	April 2013	400	100
Farmhouse Foundation	April 2013	63	24
Institute of Clean Air Companies	April 2013	255	80
International Assn of Clerks, Recorders, Election Officials and Treasurers	Jun 2013	1,220	300
Kroger Affiliated Credit Union	June 2013	240	80

MEETING LEADS (cont.)

April 2012

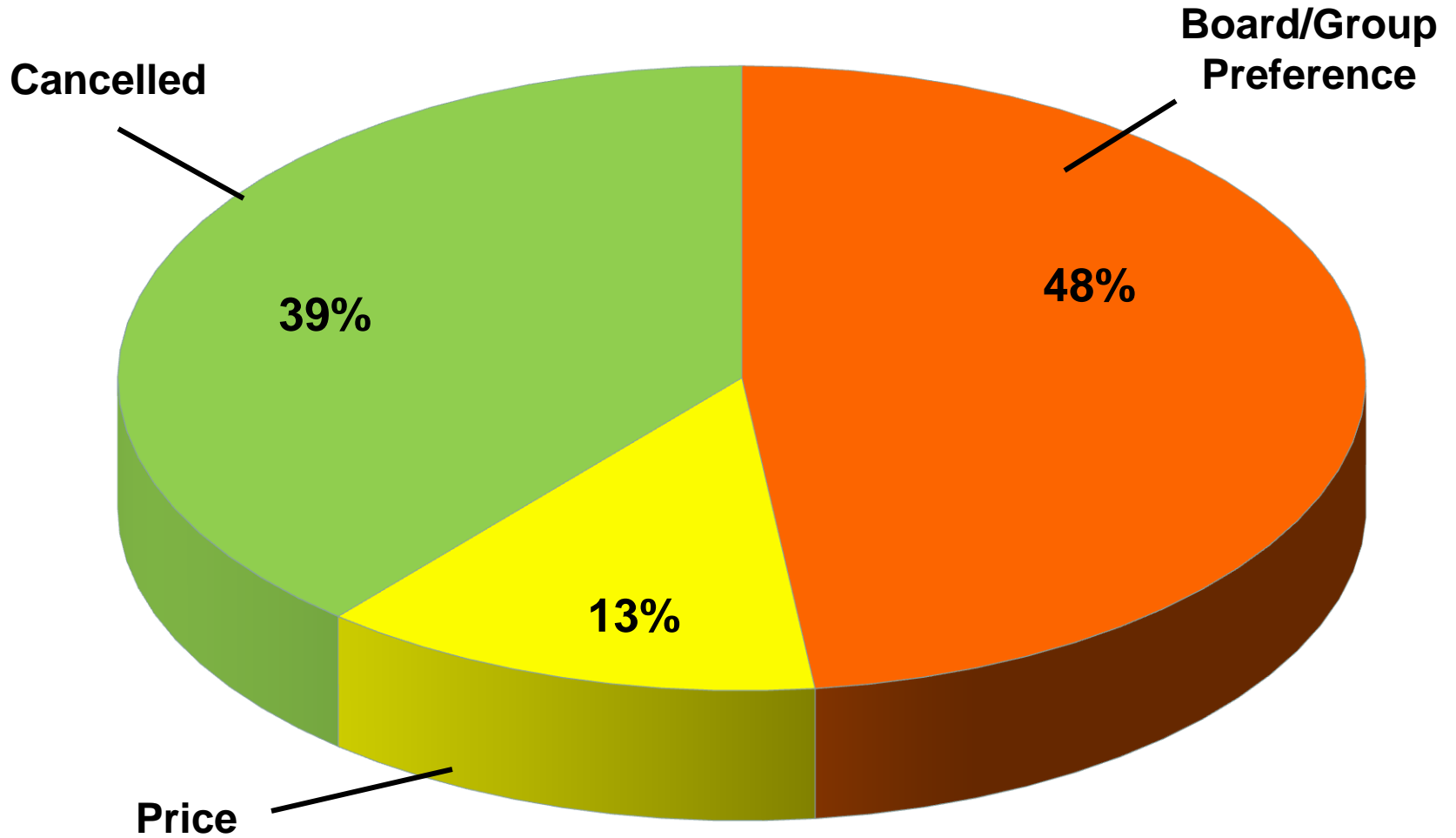
GROUP NAME	MEETING DATE	ROOM NIGHTS	GROUP SIZE
Christian Legal Society	October 2013	745	225
Calorie Control Council	November 2013	159	46
Exhibit Promotions Plus, Inc	February 2014	2,615	575
Automotive Service Excellence	February 2014	52	20
Christian Legal Society	October 2014	745	225
Christian Legal Society	October 2015	745	225
Association of Otolaryngology Administrators	November 2015	105	50
TOTAL ROOM NIGHTS		11,960	

BOOKED/DEFINITE

April 2012

GROUP NAME	MEETING DATE	ROOM NIGHTS	HOTEL
40th Anniversary Client Appreciation	February 7-10, 2013	120	Hyatt Regency Coconut Point Resort & Spa
National Institute of Automotive Excellence	February 24-26, 2014	52	Hyatt Regency Coconut Point Resort & Spa
TOTAL ROOM NIGHTS		172	

April Lost Meetings



Additional Sales Activities

Expedia Res Center Presentations – Springfield, MO

US Travel Association's Pow Wow – Los Angeles, CA




Upcoming Sales Activities



- **Travelocity Res Center Event; San Antonio, TX**
 - **Wisconsin Sales Calls**
 - **Pennsylvania Sales Calls**
- **Ignite Business Expo (CANADA MEETINGS)**
 - **Destinations Showcase – Chicago**



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SALES REPORT

Sales Calls / TVI Agents	+	Consumer	International
Meeting Planners		Tour Operator	RV / Motor Coach
FAMs / Site Inspection		SMERF	Education/Seminars

Name of Event:	Southern Women's Show
Dates of Event:	April 12-15, 2012
Event Location (City & State):	Nashville, TN
VCB Representative at Event:	Shelley Crant, Florida Travel Marketing, Inc Laura Chmielewski, VCB

Show Attendance Estimate:	45,000+
Amount of Travel Guides Distributed:	1,050
Would You Recommend Next Year:	Yes
Additional Lee County Properties Attending:	Brochure co-op participants listed below

Objective


- The Nashville Southern Women's Show offers us the opportunity to promote our area by distributing our collateral materials, answering questions about the area and helping attendees with their vacation planning.

Comments

- Attendance up about 20-25%. Included in the exhibits this year was a traveling display of five of Princess Diana's gowns and that generated a lot of additional interest and helped increase the number of attendees over 2011.
- This is a very good market for us. Most attendees were very familiar with our destination. The seasonal nonstop service with Southwest into RSW certainly helps and it would be even better if the service could be maintained year round as we had a lot of attendees planning trips for summer and fall (one family was planning a visit for June and had not yet made arrangements for accommodations).
- A number of questions about drive times as we had numerous families considering trips for this summer. Panhandle destinations are very popular as they are an easier drive than we are. Nonetheless we had all the usual "my favorite place in the world" "visit every year" "my parents brought us for winter vacations" "unbelievable shelling".
- One bride was looking for a honeymoon destination and thought our area would be a great fit.
- Another lady was looking for a getaway for she and her husband and then as we were talking she mentioned that she was also responsible for planning a company trip (would involve about 23 people for a 2-3 day visit). Very interested in July 2012 or October 2012 and was thrilled to know that both were off-season. Provided our collateral and she was taking it back to "sell" her boss on the idea. Scheduled follow up with her for the beginning of May.
- Along with our own materials, information was also distributed for the following brochure co-op participants: Casa Ybel, Sanibel Arms West, Sanibel Moorings, West Wind Inn, Outrigger, SunStream and the Edison Ford Winter Estates.

Trends

- Very upbeat positive crowd planning travel for this summer and fall.
- Additional year round nonstop (affordable) service in this market would facilitate growth in visitation.

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SALES REPORT

<input checked="" type="checkbox"/>	Sales Calls / TVI Agents	<input type="checkbox"/>	Consumer	<input type="checkbox"/>	International
<input type="checkbox"/>	Meeting Planners	<input type="checkbox"/>	Tour Operator	<input type="checkbox"/>	RV / Motor Coach
<input type="checkbox"/>	FAMs / Site Inspection	<input type="checkbox"/>	SMERF	<input type="checkbox"/>	Education/Seminars

Name of Event: **East Coast Sales Mission**
Dates of Event: **April 16 – 19, 2012**
Event Location (City & State): **East Coast Florida**
VCB Representative at Event: **Chris White, Florida Travel Marketing, Inc**

Show Attendance Estimate:
Amount of Travel Guides Distributed:
Would You Recommend Next Year: **Yes**
Additional Lee County Properties Attending: **Sunstream Resorts, Broadway Palm Dinner Theater, McKibbon Hotels, Edison – Ford Estates and Homewood Suites**

Objective

- To update the primary agents and AAA offices on the East Coast of Florida on The Beaches of Fort Myers & Sanibel.
- To share and review the latest materials including the summer value packages and specials offered by our partners.
- Gather feedback on business in general and especially to our area.

Comments

- Sales calls were done by three teams on the East Coast in the areas of Boca Raton, Boynton Beach, Coral Gables, Coral Springs, Davie, Deerfield Beach, Delray Beach, Fort Lauderdale, Hollywood, Jupiter, Lake Worth, Miami, North Miami Beach. Palm Beach, Pompano Beach, Pembroke Pines and West Palm Beach.
- The agents were pleased to receive the latest materials, an update on the area along with all the information from our partners. All were pleased with the Lonely Planet guides and the fact that we had the two versions with and without the accommodations.
- Many of the agents were very familiar with our and have visited in the past. They book our area on a regular basis mostly for short getaways including girl's getaways, fishing trips, reunions and weddings. Some of the agents called on also arrange meetings and bus groups to our area.
- Some of the agents were also very interested in the Calusa Blueway as well as the Key West Express

Trends

- Most of the agents reported that business had been very good with a sizeable increase over the past few years. They are also reporting a much longer booking window than they have seen recently. Of course cruises and Europe remain very strong.

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S A L E S R E P O R T

<input checked="" type="checkbox"/>	Sales Calls / TVI Agents	<input type="checkbox"/>	Consumer	<input type="checkbox"/>	International
<input type="checkbox"/>	Meeting Planners	<input type="checkbox"/>	Tour Operator	<input type="checkbox"/>	RV / Motor Coach
<input type="checkbox"/>	FAMs / Site Inspection	<input type="checkbox"/>	SMERF	<input type="checkbox"/>	Education/Seminars

Name of Event: **American Express Reservation Training**
Dates of Event: **April 18, 2012**
Event Location (City & State): **Miramar, Florida**
VCB Representative at Event: **Chris White, Florida Travel Marketing, Inc**

Show Attendance Estimate:
Amount of Travel Guides Distributed:
Would You Recommend Next Year: **Yes**
Additional Lee County Properties Attending: **Sunstream Hotels & Resorts**

Objective

- To update American Express Reservation agents on the Beaches of Fort Myers & Sanibel.
- To share and review the latest materials including the packages and specials offered by our partners.

Comments

- Talked with about 200 reservations agents during the four hours we were at the office. Some of the agents were on 15 minute breaks, others on 30 minute lunch breaks.
- A number of the agents have visited our area and were very familiar.
- They book our area on a regular basis and were glad to hear about the summer specials coming from Travel Impressions via AEV.
- Answered a number of general interest questions about the area and about specific properties that are in the Travel Impression program.
- The agents have a passport they have to have stamped by each vendor to show attendance and also qualify for prizes.
- We provided a gift basket and Sunstream provided a stay at one of their properties.
- We also provided lunch. Another vendor St Regis Hotel was presenting at the same time and supplied water and candy. So the agents had the two presentations - in a short period of time.

Trends

- Business is good. The office is in the process of hiring another 60 plus reservations agents.

SALES REPORT

_____ Sales Calls / TVI Agents	_____ Consumer	_____ International
_____ Meeting Planners	_____ Tour Operator	_____ RV / Motor Coach
_____ FAMs / Site Inspection	_____ SMERF	_____ x Education/Seminars

Name of Event: **Expedia/Hotels.com Call Center Presentation**
Dates of Event: **April 23, 2012**
Event Location (City & State): **Springfield, MO**
VCB Representative at Event: **Jovina Huber**

Show Attendance Estimate: 350
Amount of Travel Guides Distributed: 350
Would You Recommend Next Year: Yes
Additional Lee County Properties Attending: No Lee County-Expedia Rep for SW FL

Objective

- The VCB has partnered with Expedia and Hotels.com in a joint marketing effort that runs March – September 30, 2012.
- Visiting the Expedia/Hotels.com call center was the opportunity to interact with the reservation agents' one on one and enhance the call center agents knowledge of our destination, as well as answer questions the agents have about destination.
- Personally visiting the call center helps to foster relationships which keep our destination top of mind for future bookings and marketing opportunities.

Comments

- The most frequently asked question concerned transportation from airport to hotels/resorts; whether a rental car is needed and available transportation from the airport to the hotels, shuttles etc.
- Location of properties to the airport was another topic of interest.
- Referring to the back cover of the Lonely Planet guide to distinguish where our destination is located in relation to other Florida destinations was extremely useful.
- The size and extent of information in the Lonely Planet guide was well received.
- Map on inside back cover was extremely useful in discussing the location and layout of the islands in relation to the airport and each other.
- Visiting the call center at least twice a year to develop top of mind awareness and knowledge of our destination with call center agents.

S A L E S R E P O R T

Sales Calls / Tvl Agents	Consumer	International
x Meeting Planners	Tour Operator	RV / Motor Coach
FAMs / Site Inspection	SMERF	Education/Seminars

Name of Event:	Collaborate Marketplace 2012
Dates of Event:	April 25-27, 2012
Event Location (City & State):	Las Vegas, NV
VCB Representative at Event:	Kimball Mathews

Show Attendance Estimate:	900 (700 vs.200 planners)
Amount of Travel Guides Distributed:	38
Would You Recommend Next Year:	Definitely
Additional Lee County Properties Attending:	South Seas Island Resort

Objective

- Increase awareness for our destination during appointments and networking
- Generate leads that will result in booked business for our destination

Leads / Prospects


- Saba, Cindee Scott (events mgr) Sales Excellent Club (emailed CYE from Visit FL for hurricane insurance for any named hurricane)
- IMERY'S (Conf Direct) would like to come to our destination educational event in July
- American Safety Insurance Services Inc., Jacki Labat, Star Producer Outing, 50ppl 2-3 nights for 2013.
- Porche Cars North American (Helms-Briscoe), very interested in our destination and unable to come to the VF Atlanta VIP due to team meeting that week
- HYLAND Software, Angela Howard (sent RFP to Jerry) for three consecutive years (13, 14, 15) with 230peak and 350 total room nights each year. Would like to get to our area for a site.

Comments

- The VCB, along with South Seas Island Resort attended the 2nd Annual Collaborate Marketplace in Las Vegas April 24-27, 2012. Collaborate is a conference and trade show qualified corporate meeting planners with destinations from across North America, the Caribbean, and Europe. The three-day marketplace highlights Collinson Publishing's signature reverse trade shows, where the suppliers speed through two ballrooms meet with meeting planners in pre-set appointments which are "speed-dating" style - six minutes each.
- Visit FL sponsored "Build-a-Bear" for the homeless children in Haiti and a local charity in Las Vegas. The recipient of the bears (Vegas) told of how he takes in women, children, and pets, which brought everyone to their feet.

Trends

- Clean the World, more CVB's are getting their hotels to actually join this group (Hyatt Coconut Point) was thinking about doing it last year (or the year before)
- CSR, not stressed enough – just giving back and doing something that will help with the local economy where the meeting is taking place.

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SALES REPORT

Sales Calls / TVI Agents	Consumer	X	International
Meeting Planners	X	Tour Operator	RV / Motor Coach
FAMs / Site Inspection	SMERF		Education/Seminars

Name of Event: **US Travel Association Pow Wow 2012**
 Dates of Event: **April 21-25, 2012**
 Event Location (City & State): **Los Angeles, CA**
 VCB Representative at Event: **Erick Garnica, Pamela Johnson, Tamara Pigott, Vera Sommer, Jo Piani, Woody Peek, Charm Evans, Nancy Hamilton**

Show Attendance Estimate: 7,000
 Amount of Travel Guides Distributed: Approximately
 Would You Recommend Next Year: Yes
 Additional Lee County Properties Attending: Sanibel Harbour Marriot Resort & Spa; Pink Shell Beach Resort & Marina; Universal Vacations; Sunstream Hotels & Resorts.

Objective

- U.S. Travel Association's International Pow Wow is the travel industry's premier international marketplace and the largest generator of travel to the U.S. In just three days of intensive pre-scheduled business appointments, more than 1,000 U.S. travel organizations from every region of the USA (representing all industry category components), and close to 1,200 International and Domestic Buyers from more than 70 countries, conduct business negotiations that result in the generation of over \$3.5 billion in future Visit USA travel.
- The objective is to receive feedback on advance bookings for the destination, maintain and build relationships with tour operators, assist in room production to the destination and introduce the destination to new tour operators/markets looking to expand product.

Leads / Prospects

- All Pow Wow appointment note sheets for each meeting will be entered into Simpleview. Any Pow Wow leads will be sent to accommodations fitting the criteria of the client's request.

Comments

- About 7,000 travel professionals from 70 countries attended Pow Wow this year. Delegates included international and domestic buyers who took part in pre-scheduled, computer-generated business appointments during the 3-day appointment show.
- Pre-scheduled appointments were coordinated for one-on-one meetings to promote the destination and assist the operators with new properties, update information on the destination, discuss future promotional opportunities, cooperative marketing opportunities and familiarization trips.
- The Beaches of Fort Myers & Sanibel had a destination booth consisting of 7 large mural photos of various nature, beach and shells of our destination.
- More than 100 appointments were held throughout the three days; including Germany, UK, Ireland and Scandinavia and other emerging markets.
- Over the last two years we have established relationships with operators from other countries, several have expressed an interest in our destination and we had the opportunity to meet with them at Pow Wow countries included Argentina, Chile, and Brazil.
- A VIP client reception was held April on 24th, 2012 at the JW Marriott. The event was sponsored by the Lee County VCB and the St. Pete/Clearwater CVB to allow tour operators, receptives,

media and airline executives to network with VCB staff and industry partners. This event continues to be a huge success for our destination and clients look forward to it every year.

Trends

- According to the Office of Travel & Tourism Industries forecasts from all world regions are expected to grow over the five year period inbound to the US, ranging from a low for the Caribbean (+9 percent), to a high for Asia (+49 percent), South America (+47 percent), and Africa (+47 percent). All but three of the top-40 visitor origin countries are forecast to grow from 2011 through 2016.
- Countries with the largest total growth percentages are China (+198 percent), Brazil (+70 percent), Argentina (+46 percent), Australia (+45 percent), Korea (+35 percent), and Venezuela (+35 percent).
- The North America world region is forecast to account for the largest proportion of the total visitor growth of 14 million visitors (42 percent). Asia (25 percent), Western Europe (11 percent), and South America (13 percent) are expected to account for the bulk of the remaining 58 percent of total growth in visitor volume forecast in 2016 compared to 2011 actual volume. The top countries contributing to this total growth in 2016 are Canada (4.47 million additional visitors), China (2.16 million), Mexico (1.54 million), Brazil (1.06 million), and Australia (463 thousand).

WASHINGTON OFFICE REPORT

April 2012

Leads/Prospects

- Institute of Clear Air Companies/Smith Bucklin_04/23-4/27/13 85 rooms on peak-255 room nights. Client only requested Hyatt Regency Coconut Point.
- Neighborworks America /Wells Fargo Place Based Training- 10/15-19/12-
- American Boiler Manufacturers Association-1/29/14 - 2/04/14- Annual Meeting-90 rooms on peak/ 380 room nights- client looking for upscale beach/water location
- American Boiler Manufacturers Association-6/17-24/14- Summer Meeting-85 on peak/365 room nights- client looking for family friendly beach location.
- Christian Legal Society/Annual Meeting -2013
- Christian Legal Society/Annual Meeting 2014
- Christian Legal Society/Annual Meeting 2015
- PHH Mortgage/Helms Briscoe -04/15/2013 - 04/19/2013- 100 rooms on peak/400 room nights.- client looking for incentive destination/golf/water
- Florida Society of Otolaryngology – Head & Neck Surgery Florida Society of Facial Plastic & Reconstructive Surgery 2015 Educational Conference- 11.5-11/7/2015- 50 rooms on peak/105 room nights.-Client looking for upscale beach resort.

Definite Business

- National Institute of Automotive Excellence (ASE)/AHR Site Selection-2/22-2/25/2014- 23 rooms on peak/52 room nights. Group chose Hyatt Regency Coconut Point due to location.

Lost Business

- U.S. Composting Council- January 2013- Lost to Orlando due to multi year contract signed.
- Engineering Conferences Intl -January 2013 - Lost to India or Italy
- National Association for Court Management/IMN Solutions - 2/4-2/9/16 170 rooms on peak -520 room nights. Lost to Mobile, AL due to rates.

Sales Calls/Pittsburgh

- Linda Magnotti, Manager, Conference Planning - Heinz
- Air & Waste Management Association –Malissa Wood
- Wendy Rocco, Sr. Buyer, Indirect/Capital Sourcing Heinz North America
- Gabrielle Blythe- Meeting Coordinator- Pinney Associates
- Gullivers Travels- Paul Busang, President- Presented to 7 leisure planners updates in our area.
- Concepts Management Group –Peggy Pearl, Executive VP. Robin Wagner- President
- Pittsburgh Meeting Professionals Intl- Luncheon
- Attended Pittsburgh MPI event at the Hilton Garden Inn, University Place , Pittsburgh

Monthly Meetings & Events

- 4/12/12- Attended PCMA breakfast in Columbia, MD
- 4/18/12- Participated in AMPS Annual Golf Tournament- hosted two planner/players
- 4/19/12- Attended PMPI Monthly Luncheon in DC- Monaco Hotel
- 4/24/12- Participated in conference call with PCMA National/Headquarters office on Sponsorship
- 4/26/12- Attended new member orientation for “Time for Nine” women’s industry golf networking group at the offices of Society of American Florists in Alexandria, VA.

- 4/27/12- Attended board meeting of PCMA/Capital Chapter
- 4/27/12- Attended CVB Reps/DMAI joint Meeting at St. Gregory Hotel

Upcoming Events

- 5/1/12- Attending Industry networking event with Will Cornwall of Hyatt Regency Coconut Point
- 5/2/12- Sales Calls with Sanibel Harbour Marriott; Washington, DC - Lorie Keegan
- 5/3/12- Springtime in the Park; Washington Convention Center

Administrative

- Set appointments for Pittsburgh sales calls
- Followed up on Destination Showcase Leads/Prospects
- Arranged client appointments for hotel partners during Springtime week

MEETINGS & GROUPS REPORT

Midwest Meeting Sales

April 2012

Leads

- College of American Pathologists – 2013 CAP CRC & IRC (76 total room nights) Meeting space required.
- College of American Pathologists – 2/2013 Quality Practices Committee (44 total room nights) Upscale required.
- Wisconsin Ready Mixed Concrete Assn & Illinois Ready Mixed Concrete Assn – 2013 Annual Meeting (60 peak night/195 total room nights)
- Graber Post Buildings, Inc – 2/2013 40th Anniversary Client Appreciation (40 peak/160 total room nights) Wants upscale property
- CHS, Inc. – 2013 CN Circle of Excellence – (150 peak/505 total room nights) Needs larger hotel. Site later this month. (HelmsBriscoe Lead)
- Kroger Affiliated Credit Union – 2013 Conference (80 peak/240 total room nights) June business – Meeting space required
- FarmHouse Foundation – 2013 Power of Seven Spring Board Meeting (63 total room nights) This lead is a direct result from attending HelmsBriscoe Annual Meeting in March. Prefers coastal hotels
- Western Great Lakes Pilots Assn – 2013 Annual Meeting (100 total room nights) This lead is a direct result from attending HelmsBriscoe Annual Meeting in March. Prefers coastal hotels
- National Council of Structural Engineers Assn – 2013 Leadership Meeting (215 total room nights) This lead is a direct result of the Midwest FAM held this month. Asking for specific resorts to send proposals.
- Blue Thong Society – 2013 Meeting (204 total room nights) Needs larger hotel
- Bostik – 2013 International Business Meeting (309 total room nights) specific hotels requested by client

Definite Business

- Graber Post Buildings, Inc – 2/2013 40th Anniversary Client Appreciation (40 peak/160 total room nights) Selected Hyatt Regency Coconut Point Resort & Spa

Prospects

- Possible group from HelmsBriscoe for 4/2014 RFP should be out with in 2 or 3 weeks. Client has not yet be disclosed. Group will be looking for beach boutique style hotel.
- Possible group from HelmsBriscoe for first quarter of 2013 200+ room nights. RFP expected by end of April or May. Group is based in Nebraska
- Hyland Software 2013 & 2015 800+ room nights for each year
- American Medical Technologists future annual meeting
- Western Construction future meeting

Site Inspections

- April 23-24, 2012; CHS, Inc. – 2013 CN Circle of Excellence (505 total room nights)

Lost Business

- National Association of Credit Managers (Midwest) 2013 Heartland Ag Groups February Meeting (118 total room nights) Group selected Arizona
- Family Farms Group, Inc. – 2013 Winter Conference (536 total room nights) (Decided on Phoenix, however client will be on Spring FAM and will consider us for 2014)

Monthly Meetings

- 4/11: MPI Monthly Meeting (Minneapolis)
- 4/17: Midwest Rep Meeting (Minneapolis)

Monthly Activities

- 4/12: Lunch meeting with Lucy Eisele – Integrity Incentives
- 4/13: Lunch meeting with Julie Ann Schmidt - Lithium Logistics Group
- 4/19-22: Attending TeamQuest Conference at Hyatt Coconut Point and preparing for FAM (Fort Myers)
- 4/22-26: Midwest Meeting Planner FAM (Fort Myers)
- 4/25: Met with Kim Hardin (Burke Group) Staying at Hyatt Coconut Point.

Administrative

- Ongoing: Setting up Sales Calls in Minneapolis and other cities
- Ongoing: Monthly reports
- Ongoing: Solicitation Calls
- Ongoing: Working on Simpleview daily traces
- Ongoing - Updating and adding accounts/clients to Simpleview
- Ongoing - Continue follow up to CME Prospects
- Ongoing: Continue following up on past prospects
- Note: Several emails that are not sent via SimpleView done monthly
- Ongoing: Follow up on leads that are tentative
- Planning and organizing details for the Midwest Meeting Planner FAM for April (This takes a majority of time for prep)
- April FAM communications to clients and partners
- Continue to follow up on prospects from the HelmsBriscoe ABC Meeting (Reno, NV 1/2012)
- Sent out additional April FAM Invitations to clients
- Follow up on ConferenceDirect prospects, enter information in SimpleView, sent email follow up letters
- Preparation for sales calls to Duluth, MN to HelmsBriscoe Associates (5/8-9)

Upcoming Events

- MPI MN Gala
- Midwest Rep Working Meeting
- Visit Florida VIP Client Events 5/1-3 (Chicago)
- HelmsBriscoe Event (Duluth, MN)
- MPI MN Gala 5/15 (Minneapolis)

Summary of Traces in Simpleview

- Traces completed: 48
- Emails completed: 19 in SimpleView + Several others from Outlook not counted
- Notes added in SV: 8
- Site Inspections: 1

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**Monthly Report for
Germany, Austria & Switzerland
April 2012**

Market Trends

1. Holiday Bookings Bloom

- Holiday sales in Germany recovered from a “freeze” in February with a spring-like blossoming since.
- Sales revenues in German travel agencies grew by 11.5% in March compared to 12 months ago
- Bookings for the remaining months of the winter season (March and April) were 12.8% higher, leaving winter 2011/12 8.7% ahead of last year on a cumulative basis.
- On a cumulative basis, summer sales are 8.1% ahead of last year

2. Record Visitors from Germany

- 2011 was the best year for USA tourism from Germany since the millennium
- Compared to 2010 there was a plus of 5,7 %
- USA is the most popular long haul holiday destination for German travelers
- In 2011, about 1.9 million Germans traveled to the US
- Germany is after Great Britain and Japan the most important foreign market for the USA
- The Visit USA Committee Germanys expects an increase of 3 % by the end of 2012

Marketing

1. Travel Inside

- Final translation, correction and layout for the “Travel Inside” ad in cooperation with MMGY (Trey)

2. Fit for USA – FVW trade magazine

- Created another text for the ongoing FVW E-learning program newsletter advertorial including an additional photo featuring a painted coconut

3. Visitor numbers from German speaking markets

- We asked all tour operators for their numbers (2010 compared to 2011)
- Unfortunately not all TO’s supplied this

4. SimpleView

- placed ITB 2012 follow up reports in SimpleView

5. Canusa Insider Community

- Canusa Insider Community preparation is finalized and will start running in May 2012
- Final layout see attached

Shows & Events

Pow Wow 2012; Los Angeles, CA

- More than 1,000 U.S. travel organizations from every region of the USA exhibited
- Close to 1,200 International and Domestic Buyers from more than 70 countries attended
- We received excellent feedback from all German speaking clients for the beautiful booth set up and our VIP client event

Ongoing

Preparation and set up for following events:

1. AER Fam trip to Fort Myers, May 4 – May 8 2012

- Finalized the itinerary

2. Willy Scharnow Fam to Fort Myers, May 11 – May 17 2012

- Finalized the itinerary

Fulfillment

Fulfilled 103 requests from Germany, Austria, and Switzerland. Information packages included German brochure, area map, hotel brochures, and a note with a polite reference to the request.

Requests for brochures came in via:

- Website: 60
- Email: 7
- Florida Sun: 36

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April 2012
Marketing Report for
UK, Ireland & Scandinavia

UK Tour Operator Updates

Lotus

- Meeting with Kate McWilliams and Jules Ugo. Discussed plans for both trade and consumers for the next six months and advised previous press activities.
- Jointly met Cathy Oerter of AOTO for a walkthrough of UCL, the venue chosen for the Olympic exhibition and events.

Conference call with MMGY, Marketing and Redskin

- Conference call to discuss the UK Microsite. Peter Hannaford gave overview of background to project.
- MMGY advised format requirements.
- Links of the new site examples given to Redskin.
- Redskin has sent examples of layout which have been sent to Pamela Johnson for approval.

Conference call with Woody, and Dom Ritson (Redskin)

- Discussed planned brand affinity promotions.
- Dom gave overview of each promotion and background on each Brand that we will be working with.
- Woody approved Brands and promotions and happy with results for the recent Dolphin Tale promotion, which achieved over 11k individual entries.
- Currently researching each activity with every targeted Brand.

Training - TUI

- Trained over 110 call centre staff for all brands selling FMS product.
- Also trained Product, Pricing and Purchasing staff - Result 140 staff trained.
- All staff showed genuine interest in the destination and pleasantly surprised by the amount of eco/cultural activities on offer and the close proximity to Miami and Tampa.
- Met with Suzanne Harvey to discuss product.
- She is just closing the brochure for 2013, no plans to reduce any product. Happy with rates and incentives.

Cosmos

- Conference call with VCB & Naples VCB to discuss developments for the new direct service.
- Neil happier with the latest rates.
- Requested rates for inland properties. Lead sent out-properties to send rates directly to Neil.
- Follow up with Neil to discuss how the case is developing.
- Attended a dinner organised by VF and met the following senior management.
- Gave brief presentation on the destination and emphasised the need for a profitable direct service that will service the Southwest coast.

Bon Voyage

- Staffed stand at dedicated consumer event at the busy Marks & Spencer shopping centre. Located in the affluent Gun Wharf Key on the South Coast of England.
 - Busy footfall with many consumers stopping to express genuine interest for the destination.
 - Almost all of the brochures and give-aways picked up and several bookings made with BV as a result!
 - Pictures have been posted on social media sites
 - Videos posted on Visit USA website.
 - Flip-Flops trade day re-scheduled to early June.

Gosh PR

- Met Dru Bryant and advised her about the new PR contract with Lotus.
- Sent e-introduction to both parties.
- Dru is currently working on a press trip with Virgin Holidays for Travel Bloggers to St Pete/Clearwater.
- Stressed the importance of FMS being included in the next press trip. Dru will consider FMS for the next trip and will pass any opportunities to Lotus.

- Meeting scheduled to introduce Lotus to Gosh and to discuss collaborations moving forward.

American & Worldwide Travel

- Met Manager, Sarah Punter. Business doing very well to the US but Florida could do with a push to drive bookings.
- Sarah will be producing a high quality coffee table brochure which will be image led.
- Sent LP guides which will be racked in-store.

BA Holidays PR -Tracy Long

- Advised Tracy of new PR contract with Lotus.
- BA unable to offer free tickets however offered a media rate for any future press trips.
- Meeting scheduled with Lotus to discuss future collaborations.

North American Travel Service

- Worked with Karen Farrar to produce a two-page editorial to feature FMS in the high end, glossy Waterfront magazine circ 35,000. Ad value: \$15,500k
- Very pleased with the result with call to action to NATS featuring tactical offers for South Seas and Hyatt Regency Coconut Point Resort & Spa.

Wimbledon

- Meeting with Lesley to discuss targeted guest-list. Guest list sent to PJ. Designed invitations will go out first week of May.

Funway

- Sent request out to several Florida's Beach destinations to schedule a date to train call centre staff. Training set for late May.
- Working with Casey Hurford on incentive for staff to drive bookings.

Visit USA Ball

- The event is once again a sell out with a waitlist for tables.
- Worked with co-chairs of the events committee to offer Brand USA to be a major sponsor of the event, which they have taken up.
- FMS sponsoring branded balloons, which will festoon the entire venue.
- Offered Lotus two places and invited editors of The Sun & Mail as their guests.

Scandinavia and Ireland

TourAmericaDirect.co.uk

- Met with Tara Flanagan (formerly product manager with Sunway Holidays) who is working with Tour America on a project basis to introduce and promote TOUR AMERICA DIRECT (TAD) into the UK market as an online offering under www.touramericadirect.co.uk.
- Tara advised that TAD would be launching as an online USA value specialist as they have identified this as a gap in the UK market. Over time, they will establish expertise and combine this with sophisticated online technology to provide tailor made customer solutions.
- They are working with Beacon PR (same PR company as Bon Voyage), Steak Digital to implement as Social Media strategy and Praxis for digital marketing in the UK market. As part of their promotional activity, they have also signed an affiliate program to provide access to 130,000 websites in the UK such as Skyscanner, Trivago and Travelsupermarket.com.
- Tara wanted to communicate these initiatives and is keen to start discussions regarding partnership opportunities with BFMS in the coming months. I advised that this would probably be best undertaken in the 2012/13 fiscal year. We agreed to keep a dialogue as their promotional plan rolls out.

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Lee County Visitor & Convention Bureau

CANADA
APRIL 2012

CANADIAN MARKET UPDATE

- Canada is the number one international market for Florida in 2011 with a 5.7% increase over 2010. Preliminary figures indicated 3,278,000 Canadians visited Florida in 2011
- DPA report was released showing that Canada is the #1 International market to The Beaches of Fort Myers & Sanibel area for 2011
- Canada posted record visitation to the United States at 21,031,000 visitors in 2011; up 5 percent from 2010. Canada also ranks first in spending at US\$23.968 billion. The most popular states are New York and Florida.
- Sunwing distributed their winter 2012-13 brochures, which is the earliest an operator has ever launched their brochure for the following winter season
- Aeroplan (Air Canada's redemption program) unveils new travel agency: Destination Miles. Aeroplan members residing in Canada will now be able to purchase hotel stays, car rentals and vacation packages through Destination miles. Initially product will be from Air Canada Vacations

SALES ACTIVITIES

- Received information and pricing on CT Exchange trade shows in fall. VoX will review the shows and provide recommendations to VCB
- Scheduled a webinar training with Westjet sales staff across Canada for May 14, 2012
- Requested power point presentation from head office to review for presentations to tour operators
- Attended the Pow Wow conference April 21-26 in Los Angeles, California and represented the VCB during appointments and events
- Spoke with Paul Holinaty, Director of Product with Thomas Cook North America. Their FIT bookings are doing well through travelgenie. Continue to liaise and try to assist their bookings through trainings, etc.
- Spoke to the Sebastien Piche, Manager with Flextour in Montreal and they are selling a lot of flights only to RSW and when necessary offer hotels through their contracts with hotelbeds.com, GTA and Mark Travel. Will continue to liaise and offered to do a training with their agents to increase awareness and sales
- Contacted Nathalie Blanchard, Voyages FQCC and they have 2 groups of 22 RV's (44 pax per group) going to Florida for next winter season 2012/13 for extended stays. They will spend 2 nights in North Fort Myers at the Encore RV Resort. Sent collateral for the group and will continue to liaise
- Met with Madeleine Brydon, Product Manager, Yehudi Altman, Director of Product and Chris Avery at Westjet Vacations. All very excited about the marketing campaign and requested keeping them in the loop to ensure there is a price point/package included on all advertising

when possible. New product will not be added until they see results/increase in demand.
Ongoing

- Met with Jeff Knuth, Marketing and Groups Manager with Merit Golf Vacations. Discussed developing 5-night golf and fishing package. Recommended a couple of resorts, hotels and courses that are in a concentrated area and would work well. Also interested in baseball/spring training as a possible tie-in. Season for Florida is October to April. Also interested in Sunstream properties. Meeting with Scott Baglolo early May to work on developing product
- Met with Blair Jerrett, Director Marketing with Maritime Travel/Holiday Escapes. Have a Florida program that does very well and they have worked with Universal Vacations for years (booked 37 rooms to date for 2012). VoX will look at supporting their annual agent training conference and consumer show. Really interested in adding more beachfront condo properties as well.

ADVERTISING, MARKETING & PROMOTIONAL ACTIVITY

- iTravel2000.com Florida coop sanction program - negotiating cost, elements, timing, match plan and reporting of results with itravel2000. Waiting to receive actual room night production for 2011 before moving forward
- Westjet cooperative marketing campaign – Approval to proceed with the campaign starting May 5 with an advertisement in the Toronto Star. Westjet presented a match plan that was reviewed and approved by VCB and VoX. MMGY is still reviewing and will provide their feedback as soon as possible in order to proceed in May.
- Westjet cooperative marketing campaign with VF – Creative was finalized for landing page and static ad. Campaign launches May 7.
- Met with Dave Cecco, President of Total Vacations and discussed a marketing proposal that included a one month travel agent incentive booking month and promotion on redtag.ca website booking engine (largest in Canada with more than 47 million unique visitors in 2011). VoX requested booking numbers, offered to do training, will review proposal and provide recommendation to VCB. Currently feature approx. 14 hotels in the Fort Myers area
- Received an advertising proposal from *Corporate Meetings and Events* magazine. VoX will review and send recommendations to VCB.
- Received an advertising proposal from *Food & Drink* magazine. VoX will review and send recommendations to VCB
- Met with Reg Mendes, VP Product with Sunwing. They currently have a plane going into St. Pete/Clearwater and offered Fort Myers as a drive destination from there. Hotel product includes Pointe Estero, Diamond Head, Gullwing Beach Resort, Pink Shell. Looking for marketing funds to assist with a dedicated flight into RSW. Discussed training and coop opportunities to first increase awareness and sales. Sunwing to send a proposal.
- Met with Brad Liski, President of ACT Communications to discuss a fall campaign/supplement for agents and consumers. VoX requested the 2011 results and will review the proposal and provide the VCB with our recommendation on moving forward
- Met with Nancy Jeronimo, Manager, Product Development with Air Canada Vacations (ACV), they had 75 passenger bookings in 2011 and 66 passenger bookings to date for 2012. Training runs from March – June, going to try and get Fort Myers in before the end of June. Meeting set up for May 9 to finalize an advertising, marketing, sales coop plan for 2012
- Spoke with Mike Baginski regarding Travel Courier contest and editorial for fall and adding Westjet as a partner for the contest. Meeting is set up in early May to finalize details
- Spoke to Eileen Forrow with Visit Florida regarding the Florida University program and doing an ad campaign in conjunction with Westjet and Visit Florida
- Met with Lara Noack and Paul Foster from tripcentral.ca and discussed a promotion for their vacation station and breakfast TV for fall 2012 as well as partnership opportunities in

conjunction with Visit Florida. A proposal to follow, which VoX will review and forward recommendations to the VCB

AIRLINES UPDATE

- Westjet set a new single-day record for the airline Thursday, April 5, flying 54,254 guests
- Changes at Air Canada: effective June 1, Anna Buchnea will now be Director, passenger sales Canada; Michelle Young will take over her job as Manager, sales communications and support; Robert Trudeau joins AC to a new position as Director, Business Development
- Thomas Cook announced exclusive airline partnership with Westjet

COMMUNICATIONS/MEDIA ACTIVITIES

- Preparing a press release – Canada #1 International Tourist Market to Southwest Florida's Beaches of Fort Myers & Sanibel
- Submitted information on the Art of Olympians museum for June issue of Canadian Traveller – Discover America column
- Pitched the destination to journalist Debbie Olsen (family travel). Interested in an individual fam trip
- Distributed a press release - The Beaches of Fort Myers & Sanibel is Florida's unspoiled island sanctuary
- Attended the Visit Florida "rise and shine" breakfast on April 20 in Toronto. The breakfast event hosted approximately 65 media and was a huge success
- Met with Judy Eberspaecher with Goodtime Magazine and discussed a fam trip in October or November to cover Sanibel and birding. They've already been assigned the story by the magazine timing and an itinerary need to be worked out
- Met with Phill Snel, National Post. He has a passion for baseball so we discussed the new stadium and spring training. Potential for a fam and editorial coverage
- Met with James Little who is very interested in nature and pitched the Calusa Trail. Need to follow up in regards to a fam and assigned coverage
- Met with Ted McIntyre who focuses on high end golf and pitched the area
- Met to Sandra Kitchen with Dreamscapes and discussed a contest, editorial and ads for their fall or winter issue, special rates to be confirmed
- Met with Terrilyn Kunopaski, Editor for Travelhotnews.com in regards to editorial and future promotions. VoX will follow up
- Met with Janice Strong, Editor of Canadian Traveller regarding a fam trip to Lee County for editorial coverage. VoX to follow up after reviewing a proposal from Brad Liski, President of ACT Communications
- Met with Vivian Vassos, Zoomer Magazine and discussed editorial for the publication

April PR Media Value Report

Date	Publication	Title	Resulted from	Circulation	Media Value
03.04.2012	Dreamscapes	Find your Island	Visit Florida	105,333	\$8,540
30.04.2012	Travelhotnews.com	Visit Florida talks all things sunshine state	Media Event	25,276	\$5,859
03.04.2012	EVASION PROMOTION / La Presse	SANIBEL Etats-Unis	Press Release	205,411	\$ 8,596
01.04.2012	Canadian Traveller	The Beaches of Fort Myers & Sanibel	Press Release	13,283	\$1,845
TOTAL				349,303	\$24,840

COMMUNICATIONS REPORT

From April 1 -30, 2012, the Communications Department assisted 259 journalists who are developing editorial coverage by providing media kits, information, photography, and/or videotapes. These journalists are talking and writing about the Lee County product, which will benefit the many businesses involved in the tourism industry.

In April, communications staff participated in two Visit Florida media receptions in New York City and one in Toronto. Also, staff conducted Florida Media Calls on the east and west coast. And, staff attended International Pow Wow 2012 in Los Angeles.

Staff provided 246 submissions and hosted six journalists to Lee County. In addition, the staff provided information for seven film/photo shoot inquiries.

WRITTEN WORK

Release: Lee County VCB host 22nd annual tourism ambassador appreciation luncheon

Release: Media Alert: Tourism ambassador appreciation luncheon

Release: The Lee County Visitor & Convention Bureau Celebrates National Travel & Tourism Week

Release: The Beaches of Fort Myers & Sanibel appoints Lotus U.K. in three way pitch (United Kingdom)

Release: New administrative assistant appointed (2)

Releases: Island hopping, reinvestment, what's new, inspiration, uncharted summer, family travel and national tourism month events releases (Special to Pow Wow)

TDC Report to Industry

VCB Email News Network

Tourism Update (industry newsletter)

SUBMISSIONS

Images to Marc Rougemond, editor, PRESTIGE INTERNATIONAL MAGAZINE (France)

Images to Kate Mulcrone, MEETINGS & CONVENTIONS MAGAZINE

Images to Janice Strong, editor, CANADIAN TRAVELLER (Canada)

Images to Joe Creighton, WWW.DESTINATION360.COM

Images to Monica Olson, AAA HOME & AWAY

Images to Laura Gil Gonzalez, TELEMUNDO

Images to Rachel Greenberg, WWW.10BEST.COM

Information to Anjuli Lohn, reporter, WINK TV

Information to Brenda Barbosa, reporter, CHARLOTTE SUN

Information to Jenna Buzzacco-Foerster, reporter, NAPLES DAILY NEWS

Information to Laura Layden, NAPLES DAILY NEWS

Information to Jane Anderson, writer, SELLING LONG HAUL (United Kingdom)

Information to Anjuli Lohn, reporter WINK TV

Information to Mike Walcher, reporter, WINK TV

B-roll to Linda Degen, post production supervisor, WFLA-TV

B-roll to Charles Belcher, WRVT-Fox Tampa TV

Information to Laura Ruane, tourism reporter, NEWS-PRESS

Information to Heather Larson, writer, SMART MEETINGS MAGAZINE

Information to Charles Runnells, reporter, NEWS-PRESS

Information to Deborah Burst, travel writer/photographer

Information to area chambers for the Travel Rally

Information to Apryl Chapman Thomas travel writer, SOUTHERN HOSPITALITY MAGAZINE

SUBMISSIONS (Continued)

Information to Tom Hines, reporter, NEWS-PRESS
Information to Eileen Ogintz, syndicated travel columnist
Information to Julia Buckley, travel writer, writing for NATIONAL GEOGRAPHIC TRAVELLER magazine
Information to Laurel Kallenbach, writer, EXPERIENCE LIFE magazine
Information to Bob Curley, editor/writer, MEETINGS FOCUS
Information to Kelly Monahan, managing editor, NBC-2
Information to Joe Roetz, reporter, NBC-2
Information to David Handschuh, writer, NEW YORK DAILY NEWS
Information to Lisa Cheng, writer, TRAVEL+ LEISURE
Information to Kate Mulcrane, Florida editor, MEETINGS 7 CONVENTIONS
Information to Maria Lisella, freelance, FOX NEWS
Information to David Epstein, writer, SPORTS ILLUSTRATED
Information to Barbara Turvett, writer, WORKING MOTHER
Information to Tammy Audi, writer, WALL STREET JOURNAL
Information to Sean Gregory, writer, TIME magazine
Information to Michelle Higgins, writer, NEW YORK TIMES
Information to Ann Sheppard, writer, ASSOCIATION NEWS
Information to Susan Fell, writer, CORPORATE & INCENTIVE TRAVEL
Information to Terecille Ona –Bass, freelancer writing for BERGEN RECORD
Information to Kristin Koch, writer, THE KNOT

SOCIAL MEDIA

61494/ 44 posts to Facebook (www.Facebook.com/FtMyersSanibel)
1,856 followers/126 posts to Twitter (@FtMyersSanibel)

VISIT FLORIDA LEADS

Images to Visit Florida U.K. Insider Blog
Conference call with Pam Oliver, producer, NBC Chicago
Conference call with Colleen Kelly, host, FAMILY TRAVEL WITH COLLEEN KELLY
Information on summer travel

FILM/PHOTO SHOOT REQUESTS

Teri Heyman, Kontent Films
Adam Shilling, Zimmerman Agency
Devinda Suneth Bandara
Peter Gardner, Zimmerman Advertising Agency
Donncha Dempsey, part2 pictures (Sri Lanka)
Richard Watts, videologyproductions
Ann Shepphird, SCHNEIDER PUBLISHING COMPANY, INC.

LOCAL PUBLIC RELATIONS/MEETINGS

Henny Groenendijk, RMR Group (Canada)
Meetings with Art of the Olympians
Linda Farmer, The Franklin Shops

JOURNALISTS HOSTED

Isabelle Laflamme, writer, JOURNAL DE MONTREAL, JOURNAL DE QUEBEC,
WWW.CANOE.CA (Canada)

Dale Dunlop, freelance travel writer (Canada)

Morten Scholz, travel book writer (Denmark)

Charley Belcher, FOX Tampa

Dave Daubert, Florida Golf Central

Heidi Sander, holidaytripper.com

In April, communications staff participated in two Visit Florida media receptions in New York City and met with the following journalists/bloggers: Heather Mikesell, AMERICAN SPA; Nicholas DeRenzo, ARTHUR FROMMER'S BUDGET TRAVEL; Yelena Moroz, BRIDES; Vivian Fancher, CEO TRAVELER; Kathryn Maier, CONDE NAST TRAVELER; Darcy Jacobs, FAMILY CIRCLE; Gina Bergman, FOOD & WINE; Jennifer Poland, WWW.FROMMERS.COM; Darcy Bonfils, GOOD MORNING AMERICA/ABC NEWS; Dwight Brown, WWW.HUFFINGTONPOST.COM; Sonia Harmon, LADIES' HOME JOURNAL; Michael Zufolo, LET'S TALK RADIO; Dan Schlossberg, MAGGIE LINTON SHOW; Michael Lowe, MEETINGS & CONVENTIONS; Bob and Sandy Nesoff, METRO FEATURE SYNDICATE; Lisa Skriloff, MULTICULTURAL TRAVEL NEWS; David Handschuh, NEW YORK DAILY NEWS; Linda Katzoff, NOW MAGAZINE; Karen Cicero, PARENTS; Charles Passy, SMARTMONEY; Courtney Henley-Anderson, THAT GIRL AT THE PARTY; Stephanie Wu, TOWN & COUNTRY; Mark Orwoll, TRAVEL + LEISURE; Lucile Sytra, WWW.TRAVELSQUIRE.COM; Kerry Medina, VACATION AGENT; Elinor Garely, freelance travel writer; Jeff Heilman, freelance travel writer; Linda Konner, freelance travel writer; Terry Dale, freelance travel writer; Denise Matia, freelance travel writer; Marc Sawyer, freelance travel writer; Morton Hochstein, freelance travel writer; Meryl Pearlstein, freelance travel writer; Anne Raso, freelance travel writer; Ellen Parlapiano, freelance travel writer; Jason Cochran, freelance travel writer; Judy Koutsky, freelance travel writer; Laurie Heifetz, freelance travel writer; Sarah Rose, freelance travel writer; Niema Jordan, freelance travel writer; Seth Porges, freelance travel writer; Alexandra Peers, freelance travel writer; Harriet Edleson, freelance travel writer. **Bloggers:** Kimberly Coleman, FOODIE CITY MOM; Lauren Finkelstein and Shira Frager, PRIME TIME PARENTING; Meryl Pearlstein, TRAVEL AND FOOD NOTES; Alison Blackman, THE ADVICE SISTERS.

In April, communications staff participated in a Visit Florida media reception in Toronto and met with the following journalists: Amanda Alison, VINES MAGAZINE/ONLINE WINE ACCESS; Susan Antonacci, CANADIAN LIVING; Diana Ballon, freelance travel writer; Derrick Branco and Jeffrey Hoffman, XTRA/FAB; Ilona Biro and Rod Charles, AOL CANADA; Ron Brown, CANADIAN GEOGRAPHIC TRAVEL; Jeff Brooke, THE GLOBE AND MAIL; Anna Cavaliere, ELITE WINE, FOOD, AND TRAVEL; Martha Chapman, freelance travel writer; Camilla Cornell, freelance travel writer; Gary Cralle, freelance travel writer/photographer; Mike Crisolago, ZOOMER MAGAZINE; Kate Daley, MORE MAGAZINE CANADA; Carol Ann Davidson, freelance travel writer; Claudio DeMarchi, THE TRAVELING GOLFER; May DeLory, freelance travel writer; Alex and Judy Eberspaecher, freelance travel writers; Rita DeMontis, THE TORONTO SUN; Dian Emery, WWW.GIRLSGETAWAY.COM; Dave Finn, FAMILY GOLF; Tavia Grant, THE GLOBE & MAIL; Brock Groombridge, BACKPACK WITH BROCK; Toni-Marie Ippolito, THE LIFESTYLE REPORT; Lucy Izon, CANADA COOL; Waheeda Harris, ELLE CANADA; Maureen Halushak, FLARE CANADA; Anna Hobbs, freelance travel writer; Jessica Johnston, NATIONAL POST; Alison Kent, freelance travel writer; John Kernaghan, freelance travel writer; Barbara Kingstone, freelance travel writer; Sarah Kelsey, THE HUFFINGTON POST; David Lasker, BAY STREET BULL; Lindsay Kyte, WWW.TRAVELHOTNEWS.COM; James Little, EXPLORE MAGAZINE; Maureen Littlejohn, freelance travel writer; Federica Maraboli, ENSEMBLE VACATIONS; Sharon Matthews-Stevens,

Sanibel & Captiva Islands Fort Myers Beach Fort Myers Bonita Springs Estero Cape Coral Pine Island Boca Grande & Outer Islands North Fort Myers Lehigh Acres

LEE COUNTY VISITOR & CONVENTION BUREAU 2201 SECOND STREET, SUITE 600 FORT MYERS, FLORIDA 33901-3086

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freelance travel writer; Joseph McAllister, MEDICAL POST; Ted McIntyre and Brent Long, GOLF STYLE; Garry McKay, HAMILTON SPECTATOR; Michael MacKenzie, SNOWBIRD MAGAZINE; Erin McLaughlin, CANADIAN HOME & COUNTRY; David McPherson, FAIRWAYS; Jennifer Merrick, freelance travel writer; Melissa Morra, SYMPATICO.CA; Marlon Moreno, BOLD MAGAZINE; Sarah Moore, MORE MAGAZINE; Lorraine O'Donnell Williams, freelance travel writer; Si Si Penalzoza, THE GLOBE & MAIL; Deborah Peniuk, AYA LIFE; Carol Perehudoff, freelance travel writer; Jennifer Prendergast, CANADIAN TRAVELLER; Julie Reikai Rickerd, freelance travel writer; Chris Robinson, CHRIS ROBINSON TRAVEL SHOW; Robin Robinson, THE TORONTO SUN; Toby Saltzman, freelance travel writer; Val Saunders, DREAMSCAPES; Phil Snell, THE NATIONAL POST; Doug Smith, THE TORONTO STAR; Mitchell Smyth, freelance travel writer; Cindy Sostoutomo, TRAVELWEEK; Ian Stalker, CANADIAN TRAVEL PRESS; Mark Stevens, CANADIAN YACHTING; Margaret Swaine, freelance travel writer; Jacqueline Swartz, freelance travel writer; Kate Tancock, freelance travel writer; Sherri Telenko, freelance travel writer; Joe Turkel, DREAMSCAPES; Michael Vaughan, DREAMSCAPES; Anthony Verombeck, WEDDINGS & HONEYMOONS; Sara Waxman, DINE MAGAZINE; Jill Wykes, TRAVEL & CRUISE LIFESTYLES; Jeff Voth, SUN MEDIA; Jennifer Weatherhead, ELLE CANADA; Stephen Weir, DIVE MAGAZINE; Javi Yebenes, BOLD MAGAZINE.

In April, communications staff participated in International Pow Wow in Los Angeles and met with the following journalists: **Argentina:** Carlos A. Mira, producer, America 24 TV Channel; **Austria:** Janin Nachtweh, senior editor, PROFI REISEN; **Brazil:** Claudia Beatriz Saleh, writer, APRENDIZ DE VIAJANTE; Marina Casagrane, camera, PROGRAM VIAGEM CULTURAL; **Canada:** Janice Strong, CANADIAN TRAVELLER; Sandra Kitchen, publisher, DREAMSCAPES; Alexandra Redgrave, associate editor, ENROUTE; Jim Byers, travel editor, TORONTO STAR; Jen Savedra, editor, TRAVEL INDUSTRY TODAY; Vivian Vassos, executive editor, ZOOMER MAGAZINE; **Denmark:** Henrik Baumgarten, editor, and Villi Karup Rasmussen, editor, STAND BY and TAKE OFF; Henrik Lange, editorial manager, HIGHWAYS-USA.COM; **Finland:** Eero Nokela, sub editor, SEURA; **France:** Sarah Douag, editor, Le Quotidien; **Germany:** Julia Latka, editor AMERICA JOURNAL; Axel Pinck, editor, KANAL 4 MEDIA; Tom Dedek, editor, TOMONTOUR.DE; Karl Teuschl, Travel writer/broadcaster, Geo Saison; Ruediger Edelmann - hr4 Hessischer Rundfunk Radio; Iris Koepke, editor, TRAVEL TALK and FVW; **Kazakhstan:** Zhaniya Assainiova, producer; Mexico: Barbara Montiel, editorial, GRUPO MEDIOS; **Norway:** Inge Lundereng, journalist, VI MENN; Kirsten Buzzi, editor, DAGBLADET; Ann-Marie and Lars Lindmark, writers, CONNOISSEUR LIFESTYLE and LINDMARK REPORTAGE; **Switzerland:** Jean-Claude Raemy, editor, Travel Inside; **United Kingdom:** Peter Ellegard, Travel writer/photographer; Mary Moore Mason, Editorial director, and Simon Todd, publisher, ESSENTIALLY AMERICA; Sally Parker, Publisher, Alan Orbell, editor, BMI Publications/Selling Long Haul; Petra Shepard, THE TRAVEL CHANNEL; SELLING LONG HAUL; Karen Bowerman, producer, BBC; Will Hide, freelance writer; Neil Murray, freelance writer, NEIL MURRAY FEATURES; **United States:** Al Martino, publisher; Tricia Fusiler, executive producer and Colleen Kelly, producer, FAMILY TRAVEL; Catie Keogh, host, CHANNEL 5 TV; Sue and Kevin McCarthy, TRAVEL PANNERS RADIO SHOW; Barbara Beckley, travel writer; David Hyland, writer, THE TRAVEL JOURNAL; Marty Israel, radio broadcaster; Thea Klapwald, travel writer; Carolyn Burns Bass, contributing editor, PREVUE; Steve Mitchem, vice president, destination publishing, PACE COMMUNICATIONS; and Libby Platus, TRAVEL WRITER.

In April, communications staff participated in Florida Media calls on the East and West Coast and met with the following journalists: Marcy Levin, FREELANCE TRAVEL WRITER; Paloma Villaverde de Rico, RECOMMEND MAGAZINE; Susan Young, SOUTHERNTRAVELNEWS.COM; Richard Righti, SUN SENTINEL; Phyllis Steinberg, SUN SENTINEL/FORUM PUBLISHING; Kim Cool, VENICE GONDOLIER; Susan Rife, SARASOTA HERALD TRIBUNE; Kelly McPherson, Hudson, FLORIDA TRAVEL & LIFESTYLES; Lisa Duac, FAMILY TRAVEL FILES BLOG; Jana

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Morreale, BRADENTON HERALD; Tarre Beach, CENTRAL FLORIDA LIFESTYLE MAGAZINE; Tara Bradley, DESTINATION WEDDINGS & HONEYMOONS; Drew Townes, SALT WATER SPORTSMAN; Nick Honachefsky, SPORT FISHING MAGAZINE; Mike Mazur, SPORT FISHING MAGAZINE; John Frazier, FLY FISHING IN SALT WATERS; Patricia Letakis, FLORIDA TRAVEL & LIFE; Maggie Dickenson, FLORIDA TODAY.

OTHER

Researched and reviewed for Inside Travel & Tourism TV news segment
B-roll to Allegiant Airlines
Assisted with volunteer appreciation event
Organization of Visit Florida satellite media tour
Assisting with Travel Rally
Assisting with Chrysalis Awards
Assisting with Friend Fare Finder
Assisting with Lonely Planet Digital Guidebook
Attended in-house training session
Assisted with FSAE editorial
Organization of Society of American Travel Writers FAMs
Shot and edited four :30 second travel rally challenge videos
Submitted entries for Southeast Tourism Society's Top 20 Events

For further information: Please contact Nancy Hamilton, director of communications,
Telephone: (239)338-3500 E-mail: Nhamilton@leegov.com

Sanibel & Captiva Islands Fort Myers Beach Fort Myers Bonita Springs Estero Cape Coral Pine Island Boca Grand & Outer Islands North Fort Myers Lehigh Acres

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VISITOR SERVICES REPORT

Visitor Services: April 1 – April 30, 2012

Visitors assisted: 22, 076

	April 2011	YTD		April 2012	YTD
AIRPORT VISITOR INFORMATION BOOTHS					
Visitors Assisted	34,923	143,897		22,076	126,564
Travel Guides	3,075	21,356		6,440	26,250
FLORIDA WELCOME CENTERS					
Consumer Rack Brochure	2,700	9,900		1,800	4,500
VOLUNTEER IN-KIND SUPPORT					
Volunteer Hours donated	1,646	7,949		1,427	7,540
Value of volunteer hours donated *	\$34,319	\$165,736		29,752	157,209
CONFERENCE SERVICES					
# Conferences/Events	2	7		2	6
# Volunteers	15	57		15	30
Volunteer Hours donated	34	416		26	234

*based on \$20.85 per hour value, courtesy of www.independentsector.org

Top Information Requests

	April 2012
Attractions:	Edison & Ford Winter Estates
Hotels:	Crowne Plaza Fort Myers
Activities:	Restaurants

Top Visitor Origin: Domestic

1. Illinois
2. Massachusetts
3. New York
4. Michigan
5. Pennsylvania

Top Visitor Origin: International

1. Canada
2. Germany
3. Switzerland
4. England
5. Austria

Visitor Services Overview: April

Community & Partner Outreach:

- 4/1 – 4/3: Six Volunteers staffed the Visitor Information booths at JetBlue Park and Hammond Stadium for spring training games.
- 4/2: Staff attended a Guests First training session.
- 4/3: Meeting with Ken Sneed & Associates.

- 4/4: The 22nd Annual Tourism Ambassador Appreciation Luncheon was held at the Harborside Event Center, honoring 115 volunteers.
- 4/4: Meeting with David Plazas, News-Press.
- 4/5: Meeting with Joann Haley, LeeTran.
- 4/5: Meeting with Tracy Morgan, JetBlue Airways.
- 4/10: Lee Grows presentation about Value of Tourism to 25 local residents.
- 4/11: Staff and 14 Volunteers welcomed and cheered arriving passengers of the inaugural flight of the new Southwest Airlines jet 737-800 arriving from Baltimore.
- 4/12: Lee Grows presentation about Value of Tourism to 20 local residents.
- 4/13: TDC meeting.
- 4/24: Miromar Outlets treated volunteers to a boxed lunch, courtesy of Luna Rosa Mediterranean Restaurant.
- 4/28: Volunteer assisted with the Bearing Specialists Associates conference at the Hyatt Regency Resort at Coconut Pointe.

Training & Tourism Education:

- 4/2: Facilitated custom Guests First session for VCB staff
- 4/4: Monthly board meeting for ASTD (local chapter of American Society for Training & Development)
- 4/9: Webinar – Movies in training
- 4/10: GFMCC Tourism Committee (Chrysalis) meeting
- 4/10: Attend GFMCC Orientation for new members to talk about Chrysalis
- 4/12: Attend Disney Leadership Seminar hosted by the Cape Coral Chamber
- 4/16 & 4/17: Shoot video of Chrysalis winners with Ken Sneed & company
- 4/18: Attend SWF Attractions Association Meeting
- 4/18: GFMCC Tourism Committee (Chrysalis) meeting
- 4/18: Attend monthly ASTD meeting
- 4/19: Attend VCB Monthly Marketing Meeting to discuss upcoming events
- 4/20: Researched PollEverywhere for possible use at upcoming events
- 4/24: Met with Colleen DePasquale to finalize details for Chrysalis event
- 4/25: Attended the Collier County Lodging & Tourism Alliance (CCLTA) presentation on “The Benefits of Medical Tourism”
- 4/25: GFMCC Tourism Committee (Chrysalis) meeting (including Harborside staff)
- 4/26: Attend the European-American Network Program

For further information, please contact Judi Durant at 239.590.4855 or jdurant@leegov.com.

NEW PRODUCT DEVELOPMENT REPORT

<u>Date(s)</u>	<u>Meeting/Event</u>
APRIL	
2	Meeting: Birding promotion discussion Meeting: Restaurant Week promotion
4	Conference Call: Restaurant Week Luncheon: VCB Tourism Ambassadors Conference Call: Blueway Fest & CROW
5	Meeting: VCB Staff Meeting: Bid opening for FMB pier Concession Vendor Meeting: Lee County Green Team
6-9	Assessment of Paddle Florida
10	Meeting: Hilton Garden Inn ~ Suzie & Ron
13	Meeting: TDC
14	Event Assist: Hickey's Creek Park 10 year celebration
16	Meeting @ Calusa Nature Center ~ Birding experts
23	Meeting: FMB Film Fest marketing fund request
25	Meeting: Ft Myers Shakespeare marketing funds request
27	Meeting: Blueway Fest & CROW Meeting: Pine Island Chamber marketing fund request
29	Event assist: FMB Chamber Taste of the Beach
30	Meeting: Zombicon marketing fund request

Attachments: TDC Active Beach & Shoreline Project Status Report

For additional information contact Nancy MacPhee at 239.338.3500 or nmacphee@leegov.com

Active TDC Beach & Shoreline Projects Status Report – April, 2012

Project Name	Fiscal year funds awarded	Current Fiscal year Award	Total Award	Total cost thru March 2012	Carry-over adjust	Funds currently available	Project status
Captiva Erosion Prevention District							
Alison Hagerup Park- ADA access & Maintenance	FY12	20,843	20,843	--	--	20,843	ADA access complete, maintenance ongoing
City of Bonita Springs							
Bonita Springs River Park	FY 06,07,09,10,12	50,000	1,284,702	1,234,702	--	50,000	Phase I complete, Phase II pending
BS River Park Facility Maintenance	FY12	23,760	23,760	3,544	--	20,216	On going
City of Cape Coral							
Yacht Club Beach Maintenance	FY99 & FY01-FY12	35,000	222,159	176,792	--	45,366	On going
Four Mile Cove Preserve	FY01-FY12	34,000	559,885	473,910	--	85,973	On going
Town of Ft. Myers Beach							
Beach Maintenance	FY03-FY12	505,897	2,171,016	1,092,680	--	1,078,336	On going
Newton Beach Park	FY04, FY10	--	500,000	428,150	--	71,850	Newton home restored w/ restroom. Anticipate completion late 2011.
Newton Park Seawall Repair	FY11	158,000	158,000	--	--	158,000	Engineering/design, expect construction May 2012
Mound House	FY07-FY09	--	1,305,701	720,243	--	585,457	Under construction, anticipate completion- late April 2011
ADA Portable Restrooms	FY10	--	151,008	117,620	--	33,388	Installed Palm St. & Crescent Bch.
ADA Reconstruction Bch Accesses	FY08	--	78,000	64,019	--	13,981	On going


Active TDC Beach & Shoreline Projects Status Report – April, 2012

Project Name	Fiscal Year funds awarded	Current fiscal year award	Total Award	Total Cost thru March 2012	Carry-over adjustment	Funds currently available	Project Status
Florida DEP – Gasparilla Island State Park							
ADA 4 Fixture Restroom	FY12	185,000	185,000	---	---	185,000	Expect completion by Dec 2012
Florida DEP – Lovers Key State Park							
Mid Island Bridge Re-decking	FY12	35,000	35,000	5,800	---	94,200	Expect completion by June 2012
City of Sanibel							
Facility / Beach Maintenance	FY98-FY12	898,000	6,549,980	5,425,941	--	1,124,039	On going
Beach Erosion Monitoring	FY98-FY10	--	315,000	227,708	(6,997)	45,522	On going
Lighthouse Beach Park Restroom	FY01 & FY11	--	403,600	15,680	--	387,920	Architect selected, construction to commence late summer 2012
Boat Ramp Restroom	FY03 & FY09	--	570,000	235,999	(19,114)	216,885	Construction complete
Bowman's Beach Family Restroom	FY05, 08 & 11, 12	19,114*	497,326	244,372	(11,788)	252,954	*TDC approved reallocation from Boat Ramp Project-Feb. 2012
Dune Walkover Replacement	FY 05,07,09-11	--	476,800	386,689	--	90,111	On going
Lee County Construction & Design							
Boardwalk Deck Repairs	FY01-FY11	20,000	765,000	611,570	(153,430)	--	Used as necessary
Cap. Beach Front Park Maintenance	FY01-FY11	30,000	801,500	680,650	(109,047)	11,803	Used as necessary
Lee County Parks & Recreation							
Emergency Beach Cleanup	FY98 –00 FY04-11	50,000	1,821,385	726,448	(1,044,937)	50,000	Used as necessary
Operation Beach Maintenance	FY98-FY11	1,454,500	16,080,744	13,601,744	---	1,024,500	On going
Manatee Pk. Canal Bank Stabilization	FY10*	---	60,000	59,857	143	143	*Reallocation from Alison Hagerup Park

*Carryovers reflect funds returned to reserves or reallocated



TDC MEETING
MAY 11, 2012

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APRIL MEDIA COVERAGE RECAP

- Total Paid Impressions: 93,242,194 ↑ 139% YOY
- Media Investment: \$391,358 ↓ 1% YOY
- Emails Delivered to VCB Database:
293,342

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APRIL YOY INDICATORS

- Site visits: 91,099 ↑24% YOY
- Pageviews: 203,313 ↑1% YOY
- Accommodation Searches: 115,999 ↑107% YOY
- View Hotel Details: 23,922 ↑21% YOY
- Guidebook Requests: 8,334 ↓71% YOY
- Enews Opt-ins: 6,276 ↑2582% YOY

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 - Woman's Day
 - Conde Nast Traveler
 - Garden & Gun
 - Sun Sentinel
 - Miami Herald
 - Orlando Sentinel
 - Tampa Bay Times
 - Red Sox Magazine
 - Twins Magazine
 - Bridal Guide



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100 YEARS
ELDER STATESMAN
How Fenway Park stood the test of time and rewrote history on the business of baseball

BY ERIC FROENEN STAFF WRITER

Baseball's distinguishing element, the argument goes, is its deep, continuous connection to history. It's why the sport's records matter more than those in other sports. It's why the steroids issue loomed larger in baseball than any other sport. It's why debates over the Baseball Hall of Fame spark more passion than arguments over other halls.

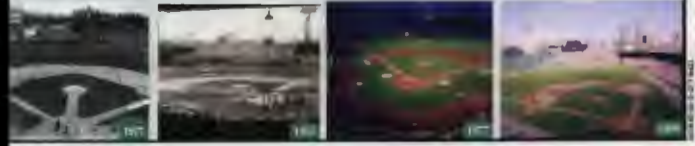
So the 100th anniversary of Fenway Park in Boston, set for Friday with a game for the hometown Red Sox against the archrival New York Yankees to be played in throwback

uniforms, is perhaps the ultimate celebration of what makes the sport what it is.

The oldest facility in any of the major U.S. sports leagues still in active and continuous use, Fenway Park also remains the quirkiest, most unusual ballpark in MLB, most identified by the 37-foot-by-340-foot wall in left field dubbed "The Green Monster."

"The Fenway Experience" has been an inspiration for dozens of other newer facilities, and has sparked its own literary subgenre with writers such as John Updike famously dubbing Fenway "a lyric little bandbox of a ballpark."

See *Fenway* Page 15



Qatar builds brand on a wealth of sports

BY BRUCE SCHWENFELD CORRESPONDENT

The Tour of Qatar cycling race had ended the previous day, won for a fourth time by Tom Boonen of Belgium. On this February morning, many of the sport's biggest names and their teams were gathering in the lobby of Doha's Ritz-Carlton, settling accounts and departing for the airport.

At the same time, Victoria Azarenka, Caroline Wozniacki and other top tennis players were beginning to ar-

rive for the WTA tournament that would begin the following afternoon. Sweats and rackets were passing spandex shorts and bike bags by the concierge desk in a changing of the guard rarely seen anywhere, let alone a sand-dusted spot of land on the fringe of the Arabian Peninsula.

But such juxtapositions have become commonplace in Qatar: In an astonishingly short time,

See *Qatar* Page 34



New deal gives Dew a say in running of tour

BY TRIPP MURKLE COLUMN WRITER

After years of putting its name on the Dew Tour and letting NBC's All Sports run it, Mountain Dew has negotiated a new title sponsorship deal that will result in a wholesale reinvention of the property and give the sponsor a management voice in its operation.

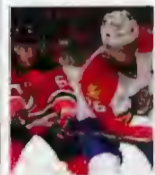
Under terms of the deal, the Dew Tour will shrink from a seven-stop series with four summer events and three winter events to a three-event series with stops at a beach town, a city and a mountain resort. Ocean City, Md., San Francisco and Breckenridge, Colo., signed on as the host cities this year and next year.

Sources valued the renewal at \$8 million to \$10 million a year, which means Mountain Dew will pay slightly more for a smaller series than it paid for the seven-stop tour.

The guiding principle behind the change: fewer, bigger, better.

Mountain Dew is paying more for less because it wants to create a premium experience for fans, viewers and athletes. It also will have a seat at the management table alongside All Sports executives, which will allow it to weigh in on everything from the quality of TV production and the design of the athlete lounge

See *Dew Tour* Page 36



Playoff foes, similar woes
 Devils, Panthers share financial challenges.
 Page 3



A new standard for Paralympians
 Competitors appear in more sponsor campaigns.
 Page 4



To Xfinity Live! and beyond
 Could concept, open in Philly, work in other cities?
 Page 5



My Start In Sports
 First steps for M.C. Stanu's 'You, ESPN's Magnusi'
 Page 38

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MEDIA SPOTLIGHT - MAY

- Meetings Print Placements:
 - Connect Magazine
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MEDIA SPOTLIGHT - MAY

- Broadcast Placements:
 - :30 TV Bass2Billfish – Miami, Fort Lauderdale, Florida Keys, Fort Myers, Destin (1/6-5/16)
 - :60 In-state Summer Radio – Miami, Orlando, Tampa, West Palm Beach (5/29-6/17)

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TOP LEVEL DIGITAL MEDIA - RESULTS

April:

- Impressions: 20,363,272
- Media Investment: \$132,476
- Total Inquiries 127,837
- Total Leads: 917



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APRIL SEARCH UPDATE

- Paid search generated 34,900 clicks with an average CPC of \$0.47, 38% of site traffic.
- 1,500 clicks (3% of traffic) were from mobile.
- 365 calls were made, 39% were click to call.
- 35% of paid traffic is from Florida.
- Reconciled Adwords data against Analytics.
- Raised hotel & beach hotel bids.
- Added 48 beachfront hotel keyphrases
- Added 18 oceanfront resort keyphrases



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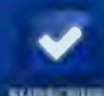


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April 2012



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TIDE
REPORT

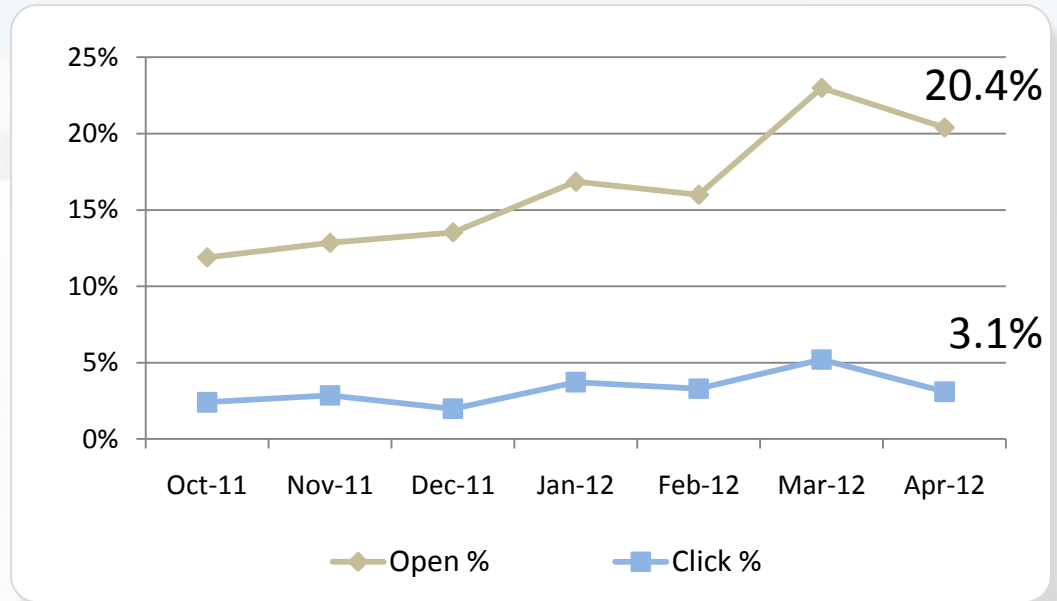



Welcome to where the Great Outdoors is even greater.

Nature is everywhere you look on The Beaches Fort Myers & Sanibel. But, do more than just look. Paddle a kayak on the serpentine waters of the **Great Calusa Blueway**. Hike through miles of primordial wetlands at **J.N. 'Ding' Darling National Wildlife Refuge**. Better yet, grab a fishing pole and head to "the Fishingest Bridge in the U.S." in Matlacha or hop on a charter boat heading to the **Boca Grande**, the Tarpon capital of the world. Here, some catches weigh more than 200 pounds - a good reason why Boca Grande is again the venue for the **2012 World's Richest Tarpon Tournament**. On May 17th and 18th, Tarpon fishermen from around the world will try their luck with the Megalops while

EMAIL MARKETING UPDATE

- New lead generation source tested and implemented
 - Open rates up 109%
 - Click rates up 167%
- April results:



the beaches of
FORT MYERS  **SANIBEL**
fortmyers-sanibel.com



NEW FLUID EMAIL DESIGN



the beaches of
FORT MYERS  **SANIBEL**
fortmyers-sanibel.com





Department Activity Summary April 2012

April 1, 2012

- Attended JetBlue Park tour with Larry Pendleton (Florida Sports Foundation)

April 2, 2012

- Attended JetBlue Park tour with Pete Rodriguez (Osceola County Parks & Recreation)
- Attended Boston Red Sox appreciation luncheon
- Hosted Washington Nationals staff at JetBlue Park

April 3, 2012

- Speaker at LeeGROWS
- Attended Cooper Hotels function at Minnesota Twins suite
- Attended Lee County Sports Complex Budget Reconciliation
- Attended 2012 Open Water Festival meeting

April 4, 2012

- Attended County Manager's staff meeting
- Attended monthly sports meeting
- Attended Lee County VCB Volunteer appreciation luncheon
- Attended Lee County Sports Complex Stadium Improvement Funding meeting

April 5, 2012

- Speaker at LeeGROWS
- Meeting with Mike Cannington (Bowland) regarding upcoming bowling events
- Meeting with Karen Hawes, Doug Meurer (County Admin), Dave Harner (LCP&R) and Tam Pigott (VCB) regarding spring training issues
- Attended meeting with Dr. Deidra Hicks (School District of Lee County) regarding facilities

April 6, 2012

- Meeting with Chris Doherty (High Hoops) regarding events

April 6 – 8, 2012

- USSSA Baseball-Iron Pigs Easter Championships – Terry Park

April 9, 2012

- Attended County Administration Round Table discussion

April 9 - 13, 2012

- Bud Roth Memorial Baseball Tournament – Terry Park



April 10, 2012

- Attended fiscal officers meeting
- Attended Chrysalis Awards committee meeting
- Meeting with Coach Sommer (Estero High School) regarding FHSAA Cross Country meet

April 11, 2012

- Attended County Managers staff meeting

April 12, 2012

- Attended SWFAA board meeting
- Meeting with Bill Hammond (Lee County Admin) regarding sports issues
- Attended JetBlue Park tour with Tessa LaSage (Lee County Sustainability)
- Attended Vince Hanley memorial reception at Fort Myers Miracle baseball game

April 13, 2012

- Attended TDC meeting
- Meeting with Ken Sneed (Sneed & Associates) regarding MS PowerPoint presentation

April 13 – 15, 2012

- Breakaway Hockey – Fort Myers Skatium

April 15 – 20, 2012

- Perfect Game Site Visit – Cedar Rapids, IA

April 16, 2012

- Meeting with Dave Harner and Alise Flanjack (LCP&R) regarding Lee County/FGCU Aquatics Center
- Meeting with Dave Harner (LCP&R) and Dawn Lehnert (Lee County Attorney's office) regarding Lee County/FGCU Aquatics Center
- Attended Lee County Sports Complex budget reconciliation meeting
- Attended Minnesota Twins facility improvements meeting

April 17 - 20, 2012

- Attended NASC Symposium – Hartford, CT

April 18 – 22, 2012

- Greg Wagner Baseball – Terry Park

April 20 – 22, 2012

- Gulf Coast Swim Team Spring Open – Lee County /FGCU Aquatics Center
- USA Hockey Player Development – Germain Arena
- YBOA King of the Coast Super Qualifier – Wa-Ke Hatchee Community Park, Veterans Community Park



April 21 – 22, 2012

- Region A vs C Cup Soccer – Kelly Road Soccer Complex

April 24, 2012

- Attended BoCC meeting

April 25, 2012

- Attended County Manager’s staff meeting
- Meeting with County Admin regarding Washington Nationals
- Attended Chrysalis Awards committee meeting

April 26, 2012

- Hosted JetBlue Park tour with Mo Stein (HKS)
- Meeting with County Admin and Washington Nationals representatives
- Meeting with Tom Kane (High Hoops) regarding upcoming events

April 27, 2012

- Attended USA Swimming Open Water Festival reception
- STEM Program – City of Palms Park

April 27 - 29, 2012

- JetBlue Annual Softball tournament – JetBlue Park
- 2012 USA Swimming Open Water National Championships – Miromar Lakes
- USSSA Girls Basketball – various gyms and centers

April 30, 2012

- Attended Barbara Manzo’s Retirement Party
- Meeting with Doug Meurer (County Admin), Dave Harner (LCP&R) and Damon Grant (Construction & Design) regarding Washington Nationals

April 30 – May 4, 2012

- Sun Conference Baseball Finals – City of Palms Park

April 30 – May 5, 2012

- The Sun Cup Amateur Golf tournament – Old Corkscrew

Lee County Sports Authority
Monthly Activity Report
March 2012

Estimated Economic Impact*

Hotel Room Nights Sold

Month Total =	8,847
Gene Cusic Collegiate Classic	6,577
USA Sled Hockey	234
Hooters Half Marathon	170
NARCh Regionals	420
Southwest Florida Strongman Contest	93
FYSA Region C Cup Finals	1,353

Event Participants

Month Total =	4,744
Gene Cusic Collegiate Classic	2,997
USA Sled Hockey	64
Hooters Half Marathon	140
NARCh Regionals	308
Southwest Florida Strongman Contest	35
FYSA Region C Cup Finals	1,200

Event Spectators

Month Total =	4,724
Gene Cusic Collegiate Classic	1,388
USA Sled Hockey	92
Hooters Half Marathon	200
NARCh Regionals	531
Southwest Florida Strongman Contest	105
FYSA Region C Cup Finals	2,408

Direct Impact

Month Total =	\$4,733,243
Gene Cusic Collegiate Classic	\$3,801,901
USA Sled Hockey	\$70,924
Hooters Half Marathon	\$67,540
NARCh Regionals	\$183,662
Southwest Florida Strongman Contest	\$40,000
FYSA Region C Cup Finals	\$569,216

Total Direct and Indirect Economic Impact

Month Total =	\$7,904,517
Gene Cusic Collegiate Classic	\$6,349,175
USA Sled Hockey	\$118,443
Hooters Half Marathon	\$112,792
NARCh Regionals	\$306,716
Southwest Florida Strongman Contest	\$66,800
FYSA Region C Cup Finals	\$950,591

*Estimates are based on data collected from event organizers, the Lee County Sports Authority and the SOC. Economic impact figures are derived using a model supported by the Florida Sports Foundation. All estimations are based on historical trends.

MEMORANDUM

TO: Tourist Development Council Members

FROM: Nancy MacPhee

DATE: May 10, 2012

RE: FY2012-13 Beach & Shoreline Funding Recommendations

Formal approval of the FY2012-13 Beach & Shoreline Funding recommendations will occur at the May 11 TDC meeting.

Prior to approving the attached list of recommendations, the TDC will need to formalize a legislative finding that the following four projects promote tourism.

- CE-2 Captiva Erosion Prevention District
Captiva Island Beach Performance Survey
- F-1 Town of Fort Myers Beach
Fountain Park portion of the Beach Maintenance Request
- B-3 City of Bonita Springs
Bonita Springs River Park-Boardwalks and Shell Paths
- S-3 City of Sanibel
Beach Erosion Monitoring

FY 2012-2013 TDC Beach & Shoreline Funding Recommendations

Funding Available: **\$ 6,051,216**

		Amount Requested	TDC Recommendation
LN-1	Beach Renourishment Trust Fund	2,000,000	2,000,000
BS-2	Hickory Island Beach Renourishment	260,000	-
CE-2	Captiva Island Beach Performance Survey	23,000	-
BS-1	Bonita Springs River Park Maintenance	34,700	25,645
CE-1	Hagerup Beach Facility Maintenance	21,284	21,284
CC-1	Yacht Club Beach Maintenance	35,000	35,000
CC-2	Four Mile Cove Ecological Preserve Maintenance	34,000	34,000
F-1	Beach & Shoreline Maintenance	661,853	581,782
S-1	Facility/Beach Maintenance	1,090,900	1,090,900
S-2	Dune Walkover Repairs & Lookout Replacements	71,000	71,000
LF-1	Capitalized Beach Front Park Maintenance	50,000	50,000
LF-2	Boardwalk Deck Improvements	20,000	20,000
LP-1	Operation Beach & Shoreline Maintenance	1,584,200	1,584,200
LP-3	Emergency Beach Cleanup	300,000	-
LC-1	Manatee Park Canal Bank Reinforcement	145,000	145,000
LC-2	Caloosatchee Regional Park Shoreline Stabilization	200,000	200,000
LK	North Pedestrian Crossover Renovation	27,000	27,000
BS-3	Bonita Springs River Park - Boardwalks & Shell Paths	200,000	57,500
CC-3	Sirenia Vista Park Shoreline Improvements	191,721	191,721
F-2	Public Bay and Beachside Access Improvements	209,396	-
F-3	Newton Park Shade Structures	30,000	-
S-4	Public Beach Access Dune Protection	21,000	10,000
GI	Boardwalk Replacement	84,000	84,000
LP-2	Crescent Beach Family Park Restrooms	70,000	-
S-3	Beach Erosion Monitoring	40,000	40,000
TOTAL REQUESTED		7,404,054	6,294,677
			Fund Balance: \$ (243,461)

LF Legislative finding needed

1 Request Withdrawn

2 Sanibel reduced request to \$10,000 during workshop



LEE COUNTY
SOUTHWEST FLORIDA

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

May 7, 2012

Honorable Larry Kiker, Mayor
Town of Fort Myers Beach
2523 Estero Boulevard
Fort Myers Beach, FL 33931

Dear Mayor Kiker:

During the TDC Beach & Shoreline funding cycle of FY 2009-10, the TDC allocated \$155,000 to the Town of Fort Myers Beach for ADA Portable Restrooms. To date, units have been placed on Palm Street and two units were provided on loan to Lee County Parks & Recreation for Crescent Beach Family Park. There is a balance of \$33,388 remaining as an allocation to this project.

During the FY 2012-13 Beach & Shoreline Funding Workshop on May 2, there was a discussion about the Town of Fort Myers Beach formally transferring the portable restroom units at Crescent Beach to Lee County Parks & Recreation.

The TDC respectfully requests the Town of Fort Myers Beach enter into an agreement to transfer the units at Crescent Beach Family Park to Lee County, so that maintenance can be handled by the Lee County Facilities division.

The TDC encourages the Town of Fort Myers Beach to utilize the remaining balance of \$33,388 on any future needs for portable restrooms. If necessary, do not hesitate to submit a request for additional restroom funding during a future TDC Beach & Shoreline funding cycle.

Sincerely,

Commissioner John Manning, Chair
Tourist Development Council

JM/nm

cc: Terry Stewart, Manager-Town of Fort Myers Beach

From: "Steven Smith" <steven-b-smith@usa.net>
To: "citymanager" <citymanager@mysanibel.com>
Cc: "Kevin Ruane" <KBRSR@comcast.net>, "Marty Harrity" <MHarrity@aol.com>
Subject: City Council Section 126-853

Ms. Zimomra:

Please forward the two attached letters to all members of the City Council. The Attached letter ask the City Council to consider amending Section 126-853 and is summarized below:

This letter is written to request that the Sanibel City Council amend Section 126-853 of the Sanibel Code of Ordinances to limit the placement of large building type structures in the front yards of Sanibel residences. To assure that the original intent of this section it is suggested that the amendment be as follows:

Section 126-853 (Amended)

Accessory Buildings or Accessory Structures over three (3) feet in height are prohibited in actual front yard areas.

Thank you for your assistance and consideration.

Steven B Smith
4117 West Gulf Drive
Sanibel, FL 33957

**Steven B. Smith
4117 West Gulf Drive
Sanibel, Florida 33957**

April 28, 2012

**Sanibel City Council
Sanibel, Florida**

City Council Members:

This letter is written to request that the Sanibel City Council amend Section 126-853 of the Sanibel Code of Ordinances to limit the placement of large building type structures in the front yards of Sanibel residences. To assure that the original intent of this section it is suggested that the amendment be as follows:

Section 126-853 (Amended)

Accessory Buildings or Accessory Structures over three (3) feet in height are prohibited in actual front yard areas.

Please note Sections 126-851 through 126-853 of the Sanibel City Code. These sections deal specifically with the placement of "accessory buildings" and "accessory structures" in the Front Yards of Sanibel residences. It is apparent that the intent of these sections is to prevent the placement of large structures and buildings in the front yards of homes on Sanibel. I reference the following:

Section 126-853

Accessory buildings are prohibited in actual front yard areas, (between principal structure and front lot line), unless the accessory building is located more than 150 feet from the front lot line. All accessory structures are prohibited within required front yard setbacks (including all street-side setbacks for multiple-frontage lots), except for:

- (1) Ground-level walkways, driveways, bike paths, and parking areas (but not including those parking areas subject to article XIV, division 3, subdivision II of this chapter;**
- (2) Utility facilities;**
- (3) Lamp posts and mailboxes;**
- (4) Planters and statuary up to three feet in height; and**
- (5) Street graphics in accordance with chapter 106**

Please note that "Accessory buildings" are prohibited in "actual front yard areas". The intent being no limit the placement of buildings in front yards to distract from the neighborhood. "Accessory structures" must be beyond the front yard "set-back", which in most cases is 75 ft. In cases where the principal structure is beyond the 75 ft. set-back "accessory structures" may be placed in the actual Front Yard areas.

The issue is that when a large platform is built to house equipment, (size may be or exceed 10 ft. wide by 10 ft. long and 8- 10 ft. in height with a generator, air conditioner or pool equipment placed on top of the platform) is that an "accessory structure" or has that become an "accessory building" to accommodate this equipment tied to and supporting the Principal building? Looking at the intent of Section 126-853 it is reasonable to argue that the construction of this "large platform" housing a large piece of equipment is an "accessory building".

The intent of Sections-126-853 is to limit structures in the front yard, including 3 ft. planters, would imply that there was not an intent to allow a large platform built 12 ft. high with a huge generator placed on top to be placed in the front yard of a Sanibel Home. Perhaps City Council did not anticipate that the requirement to raise the placement of outside equipment due to flood plain issues would result in these structures being placed in the front yards of Sanibel homes.

Therefore, I ask the City Council to amend Section 126-853 to prevent any Accessory Buildings or Accessory Structures over three (3) feet in height from being placed in actual front yard areas.

Also, please reference the attached letter dated April 15, 2012 to Ms. Zimomra that describes the situation at 4115 West Gulf Drive where a large platform building with a generator placed on top is being built within 30 ft. of the front door of the adjacent house at 4117 West Gulf Drive.

Thank you for your consideration.

Steven B Smith
Owner, 4117 West Gulf Drive

Encl.

Crystal Mansell

From: Jimmy Jordan
Sent: Tuesday, April 17, 2012 1:32 PM
To: Judie A. Zimomra; Ken Cuyler; Harold Law
Cc: Roy Gibson; Terri S. Cummins
Subject: RE: 4115 West Gulf Drive Accessory Structure
Attachments: 0416121121a.jpg; 0416121350a.jpg

RE: The Backup Emergency Electric Power Generator Approved at 4115 West Gulf Drive

Please see below the below response from the Planning Department's regarding the issues and concerns that were raised in the email message received from Steven B. Smith - the owner of 4117 West Gulf Drive- and sent to the City Manager on April 16, 2012

1. **Height of the generator platform** - the generator platform was approved at a proposed height of 7'-8". A minimum elevation of 12 feet NAVD is required to meet FEMA base flood elevation requirement. I.e. if grade is 4-5 feet (NAVD,) then the platform would need to be elevated 7-8 feet above grade.
2. **Setback from side property line** - the generator platform was approved at a proposed setback of 11.6 feet. The minimum side yard setback requirement is 10 feet.
3. **Front yard setback** - the generator platform was approved at a proposed front yard setback of 38.4' from the front property line and 75 feet from the centerline of the adjacent right-of-way. The minimum required setback is 75 feet as measured from the centerline of the right-of-way for Gulf Drive; the approved and proposed setback is 88.4 feet from the centerline.
4. **LDC Section 126-853 - Front Yards.** This section of the Code states accessory buildings are prohibited in actual front yard areas. (between principal structure and front lot line), unless the accessory building is located more than 150 feet from the front lot line. All accessory structures are prohibited within required front yard setbacks (including all street-side setbacks for multiple-frontage lots).

The approved generator platform is an accessory structure, not an accessory building. All accessory structures are subject to the same standards and requirements of the Code that apply to principal structures. As approved the proposed generator platform meets the required front yard setback from the centerline of the adjacent West Gulf Drive road right-of-way.

5. **LDC Section 126-1306 Standards (d)** states "the generator shall be effectively screened from views from off the subject property by a sound barrier wall, a fence, vegetation or other means.
 - (1) Sound barrier walls that are higher than six feet above the ground shall comply with the setbacks required for the principal structure.
 - (2) Sound barrier walls shall be architecturally compatible with the principal building and effectively screened from the adjacent property by use of native vegetation.

In conjunction with existing on-site vegetation and additional landscaping that will be installed, the applicant has provided a specific plan, in compliance with this Section to effectively screen the proposed generator and platform with eight 8-10 feet high myrsines.

6. **Status of stop work order on the generator platform and action taken by the City.** As a result of this complaint, on Monday April 16, 2012 Staff review all active permits issued to date for the subject property. A summary of the events and actions taken, so far, is as follows.

- (a) Reviewed the development permit issued on April 9, 2012 to install a 30kW emergency electrical power generator with elevated platform and underground LP gas tank;
- (b) On April 17, 2012 made inquiry with the Building Department and was told that the request was rejected by the Building Department for lack of a complete permit application;
- (c) The same day Code enforcement placed a stop work order on the generator platform and took pictures (see attached);
- (d) On April 17, 2012, the contractor submitted a complete building permit application to the Building Department, paid appropriate fees and pulled the required building permit.

CONCLUSION

As approved the proposed emergency electrical power generator complies with all applicable requirements and standards of the Land Development Code

From: Judie A. Zimomra
Sent: Tuesday, April 17, 2012 10:38 AM
To: Jimmy Jordan; Ken Cuyler; Harold Law
Subject: Fwd: 4115 West Gulf Drive Accessory Structure

Director Jordon - we must have a written response we all review prior to proceeding

Begin forwarded message:

From: "Crystal Mansell" <Crystal.Mansell@mysanibel.com>
To: "Judie A. Zimomra" <Judie.Zimomra@mysanibel.com>
Subject: FW: 4115 West Gulf Drive Accessory Structure

Crystal Mansell
Executive Asst. to City Manager
(239) 472-3700, ext. 355

-----Original Message-----

From: Steven Smith [<mailto:steven-b-smith@usa.net>]
Sent: Monday, April 16, 2012 4:35 AM
To: citymanager
Cc: Julie K. Smith; Marty Harrity
Subject: 4115 West Gulf Drive Accessory Structure

Ms. Zimomra:

I would appreciate your assistance in handling the matter as described in the attached letter. If there are any questions, I can be reached on my cell phone 239.691.6731.



NOTICE TO STOP WORK

ADDRESS- 4115 West Gulf Drive

VIOLATION- Generator Platform - NO Permit

BY ORDER OF
CODE ENFORCEMENT OFFICER



4-16-12

T.S. Cummins
CODE ENFORCEMENT OFFICER

* IT IS UNLAWFUL TO REMOVE THIS ORDER *

NO Future Generator work until
Permit is received & Posted

**Steven B. Smith
4117 West Gulf Drive
Sanibel, Florida 33957**

April 15, 2012

**Ms. Judie Zimomra
City Manager
City of Sanibel
Sanibel, FL 33957**

RE: Permit to Install Emergency Generator at 4115 West Gulf Drive

This letter is requesting that the City take appropriate steps to immediately halt work on the Emergency Generator being installed at 4115 West Gulf Drive as it does not conform to the Sanibel City Land Development Code Section 12-853.

On Saturday April 14th a large structural platform was constructed in the front yard of the lot at 4115 West Gulf Drive. The purpose of this structure is to allow for the placement of a large emergency electrical generator.

This structure to hold the Generator is approximately 12 ft. high plus the height of the Generator. It is setback 10ft from the property line of the home at 4117 West Gulf Drive and 20ft for the driveway of 4117. Furthermore, it is only approximately 35 ft. from and directly in front of the front steps of the house at 4117 West Gulf Drive.

This places a large accessory structure in the Front Yard of 4115 which is in direct conflict with Section 126-853 – Front Yards of Sanibel Land Development Code.

Section 126- 853 states that with limited exceptions there shall be no accessory structures in the front yards. Section 126-1306 does not state that a Generator is a “utility facility” and since it is not a part of the Principal Structure, it must be an “accessory structure”. Furthermore, section 126-1306 does not exempt the generator from the provisions of the Sanibel Land Development Code. ***Allowing the generator on a 12 ft. high large structure platform would create the precedent that any air conditioner, pool equipment, generator or other desired equipment could be located in the front yard of Sanibel Residences and that is in direct conflict with language, prior application and intent of the Sanibel Land Develop Code.***

Additionally, Section 126-1306 states that the generator shall be “effectively screened”. The size height and location of such a large structure will make it very unlikely to be “effectively screened” from the adjacent property, 4117. It is also visible from West Gulf Drive when traveling west to east. The only effective screening is from 4115 and the from the east. However, the intent of 126-853 was to prevent any accessory structures from the front yards of Sanibel Residences.

The installation of this accessory structure in the front yard of 4115 West Gulf will result in reduced property value of the adjacent homes, and diminished esthetic value of the adjacent homes and will establish a precedent of allowing accessory structures in the front yards of Sanibel homes which is not in keeping with the Sanibel Code.

This letter is requesting that the City take appropriate steps to immediately halt work on the Emergency Generator being installed at 4115 West Gulf Drive as it does not conform to the Sanibel City Land Development Code Section 12-853.

Sincerely,

/s/ Steven B. Smith

Steven B. Smith
Owner 4115 West Gulf Drive

References:

Sec. 126-853. - Front yards.

Accessory buildings are prohibited in actual front yard areas, (between principal structure and front lot line), unless the accessory building is located more than 150 feet from the front lot line. All accessory structures are prohibited within required front yard setbacks (including all street-side setbacks for multiple-frontage lots), except for:

- (1) Ground-level walkways, driveways, bike paths, and parking areas (but not including those parking areas subject to article XIV, division 3, subdivision II of this chapter;
- (2) Utility facilities;
- (3) Lamp posts and mailboxes;
- (4) Planters and statuary up to three feet in height; and
- (5) Street graphics in accordance with chapter 106

Chapter 126 Article XIV

Section 126-1306

d) The generator shall be effectively screened from views from off the subject property by a sound barrier wall, a fence, vegetation or other means.

- (1) Sound barrier walls that are higher than six feet above the ground shall comply with the setbacks required for the principal structure
- (2) Sound barrier walls shall be architecturally compatible with the principal building and effectively screened from the adjacent property by use of native vegetation

(Ord No 05-019 § 3 12-5-2005 Ord No 08-006 § 3 4-15-2008)



H115 FROM H117



4115 From Drive @ 4117



FRONT YARD 4115