City of Sanibel

800 Dunlop Road
Sanibel, FL 33957

Meeting Agenda - Final Revised

City Council

Tuesday, June 16, 2026 | **9:00 AM** | **MacKenzie Hall - 800 Dunlop Road**

Regular Meeting

AS OF 6/11/26 SUPPLEMENT 1: ADDED OLD BUSINESS ITEM 11(c) AND CONSENT AGENDA BUSINESS ITEM 12(c)

PLEASE NOTE THAT THE CITY COUNCIL AGENDA IS SUBJECT TO CHANGE.

A COPY OF THE AGENDA PACKET IS AVAILABLE ON THE CITY'S WEBSITE AT 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.

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1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE (Councilmember DeBruce)

3. ROLL CALL

4. SET THE AGENDA

5. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

(Maximum time allotted, 20 minutes, with a limitation of 3 minutes per speaker.)

6. PRESENTATION(S)

a. SanCap360 Community Health Dashboard - Introduction and Presentation

b. Proclamation SanCap360 Community Health Dashboard

Attachments: Proclamation

c. Water Quality Legislative Session Final Report Presentation by Dan Delisi

Attachments: 2026 Legislative Session Report

7. 9:05 AM - SECOND READING AND PUBLIC HEARING

a. Dewatering

ORDINANCE 26-012 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES; CHAPTER 30, ENVIRONMENT, ARTICLE II, LITTER, ADDING A NEW SECTION 30-38, UNLAWFUL DRAINING OF POOLS AND SPAS, AND AMENDING SECTION 30-39, UNLAWFUL DUMPING INTO WATER STORAGE AREAS; CHAPTER 70, UTILITIES, ARTICLE III. SANITARY SEWER SYSTEM, DIVISION 1, GENERALLY, ADDING A NEW SECTION 70-86, ILLICIT DISCHARGE; DIVISION 2, RATES, FEES, CHARGES, AMENDING SECTION 70-103, DEFINITIONS, AND SECTION 70-112, UNLAWFUL CONNECTION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Attachments: Agenda Memorandum
Ordinance 26-012
Business Impact Estimate

8. DISCUSSIONS OF DRAFT LEGISLATION

a. Accessory Structures

DISCUSSION ONLY - DRAFT ORDINANCE 26-007 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES, SUBPART B LAND DEVELOPMENT CODE, CHAPTER 126, ZONING, ARTICLE XIV, SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 2, ACCESSORY STRUCTURES, SUBDIVISION I, IN GENERAL, SECTION 126-852, REQUIREMENTS, AND SECTION 126-853, FRONT YARDS, TO ALLOW ACCESSORY STRUCTURES IN FRONT YARDS EXCEPT ACCESSORY STORAGE STRUCTURES SUBJECT TO FRONT SETBACK REQUIREMENTS WITH LIMITED EXCEPTIONS; AND DIVISION 3, BUILDING AND AREA REQUIREMENTS, SUBDIVISION I, IN GENERAL, SECTION 126-933, MULTIPLE-FRONTAGE LOTS, FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Attachments: Agenda Memorandum
DRAFT Ordinance 26-007
PC Resolution 26-12a

b. Speed Zones

DISCUSSION ONLY - DRAFT ORDINANCE 26-011 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA; TO SPECIFY SPEED LIMITS ON PUBLICALLY OWNED ROADWAYS WITHIN THE CITY; AMENDING THE CODE OF ORDINANCES, CHAPTER 66, TRAFFIC, ARTICLE III, SPEED LIMITS, DIVISION 1, GENERALLY, SECTION 66-121, THIRTY-FIVE MILE PER HOUR SPEED LIMIT, DELETING SECTION 66-122, BRIDGE AT BUELL CREEK; SPEED

LIMIT AND RENUMBERING SUBSEQUENT SECTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Attachments: Agenda Memorandum
DRAFT Ordinance 26-011
Beachview Traffic Report - SPD
Letter to Council and Manager re Beachview Speed Limit
PowerPoint Presentation

9. FIRST READING OF AN ORDINANCE AND SCHEDULING OF PUBLIC HEARING

Note: The First Reading is not a public hearing and no discussion or testimony will be taken unless the ordinance changes permitted conditional or prohibited uses as required by State Statute

a. Accessory Structures

ORDINANCE 26-007 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES, SUBPART B LAND DEVELOPMENT CODE, CHAPTER 126, ZONING, ARTICLE XIV, SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 2, ACCESSORY STRUCTURES, SUBDIVISION I, IN GENERAL, SECTION 126-852, REQUIREMENTS, AND SECTION 126-853, FRONT YARDS, TO ALLOW ACCESSORY STRUCTURES IN FRONT YARDS EXCEPT ACCESSORY STORAGE STRUCTURES SUBJECT TO FRONT SETBACK REQUIREMENTS WITH LIMITED EXCEPTIONS; AND DIVISION 3, BUILDING AND AREA REQUIREMENTS, SUBDIVISION I, IN GENERAL, SECTION 126-933, MULTIPLE-FRONTAGE LOTS, FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Attachments: Agenda Memorandum
Ordinance 26-007
PC Resolution 26-12a

10. COUNCIL COMMENTS

11. OLD BUSINESS

a. Discussion regarding the City Council Liaison List Appointments for School Related Organizations and the Florida League of Cities Policy Committees

Attachments: Agenda Memorandum
City Boards Committees Commission Liaisons List

b. Public Works Review of Council Ranking of 2024 SUP Master Plan Extension and Enhancements

Attachments: Agenda Memorandum
SUP Council Rankings
SUP PRAC Rankings

c. Fiscal Year 2027 City Council Strategic Goals (Supplement 1)

Attachments: Agenda Memorandum - Supplement 1

12. 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 OR AT THE MEETING.

CONSENT ITEMS PULLED FOR DISCUSSION

BUSINESS ITEMS

a. Award the Fishing Pier Temporary Repairs Pending Full Replacement Project to Stokes Marine in the amount of $118,120.66, with a contingency allowance of $25,000.00, for a total project cost of $143,120.66, and authorize the City Manager to execute the contract

Attachments: Agenda Memorandum
CONTRACT - Temp Fishing Pier Repairs
Bid Tabulation (P - 3 REV 3) - Final
Fishing Pier Bid Opening
Stokes Marine Bid
Fishing Pier Repairs ITB-1
Addendum No. 1
Addendum No.2
Addendum No.3
Addendum No.4 Updated Plans and Bid Tab
Addendum No.5 Updated Plans and Bid Plans

b. Approval of Amendment #2 to the Grant Agreement between the City of Sanibel and the State of Florida Department of Environmental Protection providing funding for repairs to the effluent disposal pond at Pond Apple Park and Authorize the Deputy City Manager to Execute Same

Attachments: Agenda Memorandum
FDEP Contract #HA034 Amendment #2
FDEP Contract #HA034 Amendment #1 Executed
FDEP Contract #HA034 Original Agreement

c. Adoption of Minutes (Supplement 1)

Attachments: May 5, 2026 Minutes - Supplement 1

13. GENERAL COUNCIL DISCUSSION

(Including comments, future agenda items, and general discussion)

a. Future Agenda Items Matrix

Attachments: Future Agenda Items - Summary Matrix

14. CITY MANAGER'S REPORT

15. CITY ATTORNEY'S REPORT

16. PUBLIC COMMENT

17. 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 SCOTTY LYNN KELLY, CITY CLERK, 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

Upcoming Important Dates

Attachments: Horizon Schedule

"RULES OF CIVILITY FOR PUBLIC PARTICIPATION"

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

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

1. Speakers are permitted to deliver his or her comments without interruption.

2. Speakers and debates should focus on issues, not on persons or personalities.

3. Persons are encouraged to participate in the governmental process.

4. To allow time to hear all points of view, speakers are allotted 3 minutes each time they are recognized.

5. Sidebar discussions while others are speaking are not permitted in Council Chambers. These discussions are to be removed from the chamber so as not to be disruptive to those conducting and following Council business.

6. Only the speaker recognized by the Chairperson has the floor. Speakers should raise their hand to be recognized. Speakers should identify themselves for the record. Speakers should utilize the microphone so that their comments can be recorded.

7. Anyone wishing to speak on an issue is given an opportunity to speak before speakers are recognized for an opportunity to speak a second time on an issue.

8. We seek to understand one another's points of view.

9. Anger, rudeness, ridicule, impatience and lack of respect for others are not acceptable behavior. Demonstrations in support or opposition to a speaker or idea such as clapping, cheering, booing or hissing or intimidating body language are not permitted in Council Chambers or workshop facilities.

10. We should all take initiative to make things better. Our goal is to foster an environment, which encourages a fair discussion and exchange of ideas without fear of personal attacks.

City of Sanibel

PROCLAMATION

WHEREAS: **The SanCap360 Community Health Dashboard was created to provide valuable data and insights that support informed decision-making, community wellbeing, resilience, and the long-term vitality of Sanibel and Captiva; and**

WHEREAS: **The vision for the dashboard emerged through Sanibel Solutions' initial partnership with Florida Gulf Coast University's AIN Hub for Innovation and Design, with ongoing management, maintenance, and support now provided by Hammerhead Technology; and**

WHEREAS: **The success of the SanCap360 Community Health Dashboard reflects the collaborative efforts of the Charitable Foundation of the Islands, the SanCap Chamber, the City of Sanibel, Florida Gulf Coast University, Hammerhead Technology, and numerous community partners committed to strengthening the islands; and**

WHEREAS: **The City of Sanibel, the SanCap Chamber, and the Charitable Foundation of the Islands jointly fund the dashboard, each contributing one-third of the project costs to ensure this valuable community resource remains available and accessible; and**

WHEREAS: **The project was made possible in part through support from the Community Impact Fund held at the Charitable Foundation of the Islands, and the City Council gratefully acknowledges the donors whose investments help strengthen the resilience and wellbeing of our community; and**

WHEREAS: **The City Council recognizes the many individuals whose expertise and leadership contributed to this effort, including Brian Rist, Florida Gulf Coast University professor and Sanibel resident, whose work helped foster this important partnership between the university and the islands;**

NOW, THEREFORE, We, the City Council of the City of Sanibel, hereby recognize and celebrate the development of the SanCap360Community Health Dashboard and extend our sincere gratitude to the organizations, donors, community leaders, and partners whose collaboration, vision, and commitment have made this important initiative possible and have helped build a stronger future for Sanibel and Captiva.

WITNESS WHEREOF, we have hereunto set our hands and caused the seal of the City of Sanibel to be affixed hereto.

This 16th day of June 2026

Mike Miller, Mayor

John Henshaw, Vice Mayor

Laura DeBruce, Councilmember

Richard Johnson, Councilmember

Holly D. Smith, Councilmember

DELISI
Land Use Planning & Water Policy

2026 FLORIDA LEGISLATIVE SESSION SUMMARY
WATER AND ENVIRONMENTAL PRIORITIES
CITY OF SANIBEL
JUNE 3, 2026

OVERVIEW

The 2026 Florida legislative session convened on Tuesday January 13, 2026, and adjourned *sine die* on Friday March 13th. The 2026 Session shaped up to be similar to last Session with a slow start to policy discussion during Committee weeks, dominated by property tax debates in the House and concern over future year budget projections. During the Committee weeks leading into the Legislative Session budget forecasts showed a slowing of revenues in future years.

It became clear early in Session that the Legislature would aim to constrain spending in the FY 26-27 budget in an attempt to lessen future year shortfalls. But similar to last year the two chambers of the legislature were again unable to agree on tax proposals and spending allocations from which to formulate the Budget during the Regular Session. More surprising were the limited policy committee meetings and as a result the limited number of bills that moved through the process. The Regular Session ended on March 13th with no budget agreement and, similar to last year, a Special Session was required to finish budget drafting. The Special Session for budget ran from May 12th to May 29th. The number of policy bills that were passed overall was significantly less than prior years.

Similar to last session, water and environmental policy legislation was minimal. Overall funding for Everglades restoration was reduced due to the legislature's decision to pull back funding for the Indian River Lagoon South projects. I anticipate the overall reduction in Everglades funding to be the start of a gradual ratcheting back moving forward. While Everglades funding still remains a priority and the legislature continued to put significant resources into water quality projects, once again the legislature decided to allocate the entirety of the monies for water quality projects to specific local governmental requests rather than fund the State Water Quality grant program through the Department of Environmental Protection. In a break from prior years, but similar to last year, appropriations for the Comprehensive Everglades Restoration Plan (CERP) were once again allocated as a line item for each specific project, maintaining stricter control over the South Florida Water Management district.

Leading into Legislative Session, the City of Sanibel identified specific environmental priorities:

General Policy

Local Land Use Planning – SUPPORT legislation and collaborative efforts to revise Section 18 and Section 28 of Senate Bill 180 (2025) to ensure that Sanibel maintains its Home Rule authority to complete comprehensive land use planning and to approve local ordinances that will improve community resilience to natural disasters. Sections 18 and 28 of Senate Bill 180 severely limit Sanibel's ability to put forward needed amendments to its comprehensive plan and land development code after experiencing the

catastrophic impacts of Hurricane Ian in 2022 and Helene and Milton in 2024. As a community that was severely impacted by recent storms, and as a community that is working to meet the objectives of the Resilient Florida Program (Senate Bill 1954 - 2021), Sanibel sees a great need to amend the resulting laws from Sections 18 and 28 of Senate Bill 180 so local communities can effectively plan and implement codes to improve resiliency.

***Environmental Stewardship**: Lead by example in environmental stewardship to restore, preserve, and enhance our island sanctuary, lead on issues to positively impact local water quality, and support land conservation, waste minimization, renewable energy, and provide recurring education on the Sanibel Plan.*

Budget

***Water Quality and Quantity – SUPPORT** legislation and budget appropriations that support: Continued funding and construction for regional water quality and storage projects in the Caloosahatchee Watershed to implement the Caloosahatchee Watershed Protection Plan and the Basin Management Action Plan.*

- *The ongoing work of the Blue-Green Algae Task Force and the Florida Fish and Wildlife Conservation Commission (FWC) Red Tide Harmful Algal Bloom Task Force, including research, water and air quality monitoring, prediction, notification, and mitigation efforts pertaining to red tide and blue-green algae.*

- *The Water Quality Improvements Grant Program, and a continued allocation specifically for projects in the Caloosahatchee Watershed to assist local governments in constructing critical stormwater and nutrient removal projects to meet the State's Total Maximum Daily Loads (TMDLs) Program.*

***Everglades Restoration – SUPPORT** funding to meet Governor DeSantis' goal detailed in Executive Order 23-06 to invest $3.5 billion over 4 years and maintain funding for the Comprehensive Everglades Restoration Plan (CERP) consistent with prior year funding of over $650 million in order to complete critical infrastructure projects.*

- ***SUPPORT** expedited progress on the Central Everglades Planning Project (CEPP) and the Everglades Agricultural Area (EAA) Reservoir, to ensure that these critical projects move forward in accordance with the Integrated Delivery Schedule (IDS).*

POLICY BILLS

Through the Legislative Session, we monitored policy and funding bills as they were proposed and moved through the process. Few environmental bills of direct significance to Sanibel were proposed and even fewer were adopted. Below is an overview of environmental bills that were of significance to the City of Sanibel's environmental priorities.

Bills that Passed

SB 302/HB 1035 – Requires the Department of Environmental Protection (DEP) to adopt a rule regarding green and gray infrastructure for shoreline hardening. This includes mangrove planting, dune restoration, beach renourishment, etc., incentives to implement such projects, and streamlined permitting. This bill was passed during the Regular Session and was signed into law by the Governor.

SB 1510/HB 1417 – Allows public private partnerships for coastal resiliency projects and notably repeals the Environmental Regulatory Commission, which in years past was a State advisory body to the DEP for environmental rule making. The bill was signed into law by the Governor.

HB 1457/SB 848 – Establishes and directs DEP to initiate rule making for Water Quality Enhancement Areas, a form of water quality credit trading or mitigation banking for water quality projects. This bill was signed into law by the Governor.

Bills that Did Not Pass

SB 840/HB 1465 – This was a Sanibel priority – to amend the relevant portions of SB 180 adopted in the last legislative session that prohibited local governments from adopting any more restrictive regulation if they were located within 100 miles of a landfalling storm. The bill passed through all Senate Committees and a floor vote with no dissenting votes. However, the bill did not have a single committee meeting in the House and therefore died from lack of action.

HB 701/SB 1120 – Among other provisions of the bill, SB 1120 would have added criteria for all water management districts regarding transparency and ethics and an allowance for a water management district to levy as separate ad-valorum tax for the construction of projects with a majority vote of the electors. This was nearly identical to a bill filed last year. Although it made it through the Senate process, there were no House Committee hearings, and the bill did not pass.

HB 239/SB 558 – This bill would have required inspection standards for County and municipal stormwater systems. The bill did not move forward.

HB 479/SB 718 – This bill was originally filed as a broad preemption of any local government regulation of wetlands or water quality. It was replaced by a Committee Substitute to limit the preemption only to local government from regulating the upland buffer areas around wetlands. After one hearing in the House the bill did not move forward.

HB 669/SB 1042 – Among other provisions, this bill would have required local governments to issue health advisories if water sampling shows a failure to meet Department of Health standards and issue a beach closure if deemed necessary. This bill received one committee hearing in the House and did not move forward after.

2026 APPROPRIATIONS

The 2026 budget includes appropriations for most of Sanibel's regional environmental funding priorities, including continued sufficient funding for the Northern Everglades program to continue regional water storage and quality projects, most of which are in the Caloosahatchee and Okeechobee watersheds. The total CERP funding dropped from last year as a result of removal of projects in the Indian River Lagoon. CEPP and EAA Reservoir maintained full funding. Additional Sanibel priorities that were funded include $10 million for "innovative technologies" for the removal/prevention of harmful algae blooms and an additional $5 million for emergency response/cleanup of harmful algal blooms. Funding for the Blue Green Algae Task Force was eliminated and funding for the States Water Quality Grant program was zeroed out in the budget through direct appropriations for local government water project requests.

Regional/State Appropriations

Appropriation 1744: "Northern Everglades" **$74.5+ million**: This money goes to the South Florida Water Management District for projects in the Northern Everglades area. The allocation matched the Governor's Legislative Budget Request. While the proviso does not require funding for any specific project, the intent of the appropriation will cover the funding needed for projects such as the Boma FEB, Lake Hicpochee Phase II and various dispersed water management projects, most of which are in the Caloosahatchee or Lake Okeechobee watersheds.

Appropriation 1744B-F: Comprehensive Everglades Restoration Plan (CERP) **$475.4+ million**. This includes the following specific appropriations:

- $15,000,000 for CEPP South
- $10,713,427 for CEPP North
- $424,694,375 for the EAA Reservoir
- $20,000,000 for the Western Everglades Plan
- $5,000,000 for easements and land

Appropriation 1744B-F: **$38.5 million** for the Lower Kissimmee STA, which will have significant water quality benefit for Lake Okeechobee.

Appropriation 1751: Comprehensive Everglades Restoration Plan (CERP) Lake Okeechobee Watershed Restoration Project (LOWRP) Implementation **$50 million**. This money is specifically allocated for the design, engineering and construction of features north of Lake Okeechobee and the construction and operation of the Aquifer Storage and Recovery (ASR) wells. It is important to note that this money is potentially cost-share creditable towards CERP.

Appropriation 1738: "Dispersed Water Storage" **$5 million –** This is a recurring appropriation, which is being used to fund the operation of all the initial Dispersed Water Management projects. These projects have both water quality and water storage benefits. All of these projects are in either the Caloosahatchee or Lake Okeechobee watersheds.

Appropriation 2110: "Everglades Restoration" up to $**6.1+ million** (up to, depending on toll revenue) – This money comes from Alligator Alley Toll Revenue and is for ongoing mitigation for the construction of I-75. The money is restricted to expenditure in the southern part of the

Everglades ecosystem. Historically, this money has been used to maintain and monitor projects that send water south into the Everglades.

Algae Research/Removal

Appropriation 1745: **$5 million** to assist Counties in response to emergency conditions associated with Harmful Algal Blooms (HABs).

Appropriation 1742: **$10 million** specifically for grants to local governments for innovative technologies to find short term solutions for harmful algae blooms, including Blue Green Algae.

Other Appropriations of Interest

Appropriation 1797: Total Maximum Daily Loads - **$20 million –** This money is allocated to DEP to implement Basin Management Action Plans (BMAPs) State-wide.

Appropriation 1880: Resilient Florida Grants - **$160 million –** This money is allocated to DEP for projects to implement the Statewide Flooding and Sea Level Rise Resilience Plan.

Appropriation 1881: Resilient Florida Planning Grants - **$10 million –** for local governments to complete planning of resiliency projects in order to become eligible for Resilient Florida grants.

Appropriation 1771: Alternative Water Supply **$50 million –** This allocation funds the DEP/WMD state-wide program for local alternative water supply initiatives and projects.

Appropriation 1555: **$2.5 million** to the Angler Action Foundation for the planting of seagrass in the Caloosahatchee River Estuary (CRE).

Appropriation 1559: Conservation Easement - **$200 million –** This money is allocated to the Florida Department of Agriculture and Consumer Services Rural and Family Land program for the acquisition of conservation easements.

Total Everglades Funding

While there are many appropriations that the governor and legislature may consider "Everglades related", the following are an aggregate of the line items that are directly to funding State agencies to implement restoration activities in the Everglades Ecosystem. The line items that are cost-share creditable and are required to maintain the State's legal obligation under the Comprehensive Everglades Restoration Plan to remain ahead of Federal government spending have been noted.

Line #	Program	Amount
1738	Dispersed Water Management	$5,000,000
1744	Comprehensive Everglades Restoration Plan, including: EAA Reservoir, CEPP and other CERP projects (eligible for the federal cost share)	$475,407,802
1744	Lower Kissimmee STA	$38,592,198
1744	Northern Everglades	$74,576,213
1751	Lake Okeechobee Watershed Restoration Project (eligible for the Federal cost share)	$50,000,000
2110	Alligator Alley Mitigation	$6,132,690
Total Everglades Funding		**$649,708,903**

AGENDA MEMORANDUM ***City Manager***

City Council Regular Meeting Date: June 16, 2026

To: City Council

From: Dana A. Souza, City Manager
Oisin Dolley, City Engineer

Date: June 8, 2026

SUBJECT: Second Reading of Ordinance 26-012 to establish regulations relating to Pool Discharge, Dewatering Construction Sites, and Illicit Discharge into the stormwater and sanitary sewer systems.

BACKGROUND: Following Hurricanes Ian, Helene, and Milton, the City received complaints related to the discharge of swimming pool water, and the dewatering of construction sites including the dewatering operations related to home elevation projects. These activities created increased risks of untreated or sediment-laden water being discharged into the City's stormwater system, and private property not associated with a project's operation.

To address these concerns during the ongoing State of Local Emergency, Mayoral Proclamations (Section 4) have continuously issued temporary restrictions for pool water discharge by prohibiting the dewatering of a pool or spa directly into a waterbody, into the City's stormwater system, or onto any third-party's property without the third party's consent is expressly prohibited. The Proclamation also requires that the speed of dewatering be at a rate slow enough to allow all water to percolate down through the owner's property on which the pool or spa is being dewatered and recommends the use of sorbent booms or socks to capture debris.

Ordinance 26-012 is intended to replace and permanently codify those temporary emergency measures while also establishing broader protections related to construction dewatering and illicit discharges into both the City's stormwater and sanitary sewer systems.

Summary Of Proposed Changes

1. Amendments to Chapter 30 – Stormwater and Environmental Protections

   The ordinance adds Section 30-38 of the City Code to expand protections against unlawful discharges of swimming pools or spas previously established by emergency proclamation, including:

- Discharge activities must remain contained on the property whenever possible;
- Appropriate erosion and sediment controls such as filter bags or sediment socks must be utilized;
- Discharge onto neighboring properties requires written consent; and
- Direct discharge into canals, ponds, streams, or other waterbodies is prohibited.

Section 30-39 is amended to include:

- Addition of definitions for "dewatering," "discharge," "illegal connection" to clarify regulated activities.
- Establishment of a general prohibition against non-stormwater discharges into the City's stormwater system unless specifically exempted or authorized by permit.
- Ties the discharge of swimming pools and spas back to Section 30-38.

2. Amendments to Chapter 70 – Sanitary Sewer Protections

The ordinance also amends Chapter 70 relating to the City's sanitary sewer system by creating explicit illicit discharge prohibitions. Key provisions include:

- Addition of a formal definition of "illicit discharge" in Section 70-103.
- Creation of Section 70-86 prohibiting unauthorized discharges into the sanitary sewer system, including stormwater, groundwater, pool drainage, hazardous substances, and other materials that could damage or interfere with sewer infrastructure or treatment operations.
- Revision of Section 70-112 to remove temporary language anticipating future regulations and replace it with the newly codified illicit discharge standards.

Minor Revisions from June 2, 2026 Discussion

Based on City Council feedback provided during the discussion of the draft ordinance; the following revisions have been incorporated into the ordinance for First Reading:

- **Section 30-38:** The reference in the first sentence to Section 30-39(d)(1) has been corrected to Section 20-29(d)(12).

- **Section 30-39(d):** The sentence, *"The following discharges are exempt from discharge prohibitions established by this ordinance,"* has been revised to read, *"The following discharges are exempt from discharge prohibitions established by this section."*

FUNDING SOURCE: N/A

RECOMMENDED ACTION: Approval of Ordinance 26-012.

CITY OF SANIBEL
ORDINANCE 26-012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES; CHAPTER 30, ENVIRONMENT, ARTICLE II, LITTER, ADDING A NEW SECTION 30-38, UNLAWFUL DRAINING OF POOLS AND SPAS, AND AMENDING SECTION 30-39, UNLAWFUL DUMPING INTO WATER STORAGE AREAS; CHAPTER 70, UTILITIES, ARTICLE III. SANITARY SEWER SYSTEM, DIVISION 1, GENERALLY, ADDING A NEW SECTION 70-86, ILLICIT DISCHARGE; DIVISION 2, RATES, FEES, CHARGES, AMENDING SECTION 70-103, DEFINITIONS, AND SECTION 70-112, UNLAWFUL CONNECTION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 28, 2022, Hurricane Ian made landfall in Southwest Florida and caused catastrophic flooding, storm surge, and widespread damage throughout the City of Sanibel; and

WHEREAS, in the aftermath of Hurricane Ian, the City experienced substantial reconstruction, redevelopment, home elevation, and repair activities that significantly increased the frequency of pool draining, site dewatering, groundwater pumping, and other discharge activities associated with construction and recovery efforts; and

WHEREAS, the City has identified recurring issues associated with the improper discharge of chlorinated pool and spa water, sediment-laden construction dewatering effluent, and other non-stormwater discharges into canals, ponds, swales, stormwater infrastructure, and adjacent properties, creating potential adverse impacts to water quality, environmental resources, public infrastructure, and neighboring properties; and

WHEREAS, in connection with the declared State of Local Emergency for Hurricane Ian and continuing uninterrupted with the declared States of Local Emergency associated with Hurricanes Helene and Milton, the Mayor has included within the Mayoral Proclamations temporary restrictions on pool and spa discharges; and

WHEREAS, the City Council finds it necessary and appropriate to permanently extend regulations governing illicit discharges, construction dewatering activities, and pool and spa drainage in order to protect the City's stormwater system, sanitary sewer system, surface waters, and environmental resources; and

WHEREAS, the City Council determines that adoption of this Ordinance is in the best interests of the public health, safety, and welfare of the residents, businesses, and visitors of the City of Sanibel.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA:

SECTION 1. The recitals above are true and correct and made a part hereof.

SECTION 2. Sanibel Code of Ordinances, Subpart B. Land Development Code, Chapter 30, is hereby amended with ~~strikethrough~~ language indicating deletions and <u>underlined</u> language indicating additions as follows:

Chapter 30 - ENVIRONMENT

. . .

ARTICLE II. – LITTER

. . .

Secs. 30-37~~, 30-38.~~ – Reserved.

Sec. 30-38. – Unlawful draining of pools and spas.

Except as provided in section 30-39(d)(12), discharge from swimming pools and spas shall be accomplished within the property lines of the property where the pool or spa is located and with the following conditions:

(a) The rate of discharge must be slow enough to allow all the water to percolate through and be contained within the subject property; however, overflow to a stormwater system, including swales, is permissible if sufficient erosion and sediment control devices, including but not limited to filter bags or sediment socks, are utilized to prevent dirt, sediment, or other pollutants from entering the stormwater system;

(b) Direct discharge onto adjacent properties is prohibited, unless there is prior written authorization from the owner of the adjacent property; and

(c) Direct discharge into any stream, channel, pond, canal, basin, or other waterbody is prohibited.

Sec. 30-39. – Unlawful dumping into water storage areas.

It shall be unlawful and prohibited to dump, deposit, or otherwise cause any garbage, litter, junk, refuse, trash, landscape debris, or other similar material to be placed in any stream, channel, pond, canal, basin, or other waterbody which regularly or periodically carries or stores water.

(a~~1~~) *Definitions.* For the purposes of this section, the following definitions apply:

(1) *Dewatering* means the temporary lowering of the water table by draining or pumping of ground water from activities including but not limited to excavations, building foundations, vaults, trenches and aquifer performance tests for exploratory purposes.

(2) *Discharge* has the same meaning as defined in section 74-136.

(3) *Illegal connection* means any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency. No person may maintain, use or establish any direct or indirect connection to the separate storm sewer system that results in any

discharge in violation of this article. This prohibition includes Illegal connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(4)~~a.~~ *Illegal discharge* means any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in this section.

(5)~~b.~~ *Storm drain system* means a network of structures, channels, roadside swales, underground pipes, etc. that collect or convey stormwater to control quantity, quality, timing, and distribution of stormwater runoff that discharges to surface waters of the state.

(b~~2~~) General prohibitions. Except as set forth under authorized exceptions, or in accordance with a valid National Pollutant Discharge Elimination System (NPDES) permit, any discharge to the storm drain system that is not composed entirely of stormwater is prohibited.

(c~~3~~) Specific prohibitions. Any discharge containing sewage, industrial waste, or other waste materials, or containing any materials in violation of federal, state, county, city, or other laws, rules, regulations, orders, or permits, is not permitted to enter the storm drain system.

(d~~4~~) Authorized exceptions. The commencement, conduct, or continuance of any illegal discharge to the storm drain system is prohibited except the following:

The following discharges are exempt from discharge prohibitions established by this ~~ordinance~~ section:

(1)~~a~~. Water line flushing or other potable water sources;

(2)~~b~~. Landscape irrigation or lawn watering;

(3)~~c.~~ Diverted stream flows;

(4)~~d.~~ Rising groundwater;

(5)~~e.~~ Groundwater infiltration to storm drains;

(6)~~f.~~ Uncontaminated pumped ground water, foundation, or footing drains (not including active groundwater dewater systems);

(7)~~g.~~ Crawl space pumps;

(8)~~h.~~ Air conditioning condensation;

(9)~~i.~~ Springs;

(10)~~j.~~ Non-commercial washing of vehicles;

(11)~~k.~~ Natural riparian habitat or wet-land flows;

(12)~~l.~~ Swimming pools and spas, if water is clear and dechlorinated to a chlorine concentration of less than one (1) ppm and in accordance with section 30-38. ~~(if dechlorinated - typically less than one PPM chlorine)~~;

(13)~~m.~~ Fire-fighting activities;

(14)~~n.~~ Any other water source not containing pollutants; and

(15)~~o.~~ Discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.

(e~~5~~) The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency,

provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

(1) Dewatering or discharge from residential or commercial construction sites shall be permitted only upon issuance of the applicable Florida Department of Environmental Protection (FDEP) Generic Permit, and any other required federal, state, or local permits or approvals, prior to the commencement of any dewatering or discharge activities. Issuance of an FDEP Generic Permit shall not relieve the permittee of the obligation to obtain any other required federal, state, or local permits, approvals, or authorizations.

(2) Dewatering directly into any stream, channel, pond, canal, basin, or other waterbody is prohibited.

. . .

SECTION 3. Sanibel Code of Ordinances, Subpart B. Land Development Code, Chapter 70, is hereby amended with ~~strikethrough~~ language indicating deletions and underlined language indicating additions as follows:

Chapter 70. – UTILITIES

. . .

ARTICLE III. – SANITARY SEWER SYSTEMS

DIVISION I. – GENERALLY

Sec. 70-86. – Illicit discharge.

Unless expressly authorized by ordinance or resolution of the City Council, resolution of the Planning Commission, or by written approval from the Public Works Department, no person shall discharge or cause to be discharged into the sanitary sewer system, any stormwater, surface water, groundwater, roof runoff, subsurface drainage, swimming pool or spa discharge, industrial process waters, toxic or hazardous substances, or any other substance that, either directly or indirectly, may or will interfere with the operation or performance of the sewer system, cause disruption to the flow in the city sewer system or other interference with the operation thereof, injure or interfere with any wastewater treatment process or which may cause a degradation of effluent quality.

Secs. 70-87~~86~~ – 70-100. Reserved.

DIVISION 2. – RATES, FEES, CHARGES

. . .

Sec. 70-103. Definitions.

Unless specifically defined below, words or phrases used in this article shall be interpreted to give this article its most reasonable application, consistent with state and federal law and other city ordinances. The following words and phrases shall have the following meanings unless the context requires otherwise:

. . .

Illicit discharge means any direct or indirect discharge to a sanitary sewer system that is not authorized by applicable law, permit, approval, or utility regulation, including but not limited to stormwater, groundwater, surface water, pollutants, hazardous substances, or prohibited wastes.

. . .

Sec. 70-112. Unlawful connection.

No person shall be allowed to connect or reconnect into the system without the written consent of the city, and without having first paid all connection, turn-off reconnection fees, deposit fees, and other fees and then the connection or reconnection with such system shall only be made under the direction and supervision of the city manager or his/her designee. Reconnection shall only be permitted after payment of a $250.00 reconnection charge. Any property owner who allows an occupant, or any occupant of the property, or any person who shall make any such connection or reconnection without such consent of the city manager or his/her designee and without first having paid all connection, reconnection and deposit fees, shall have violated the provisions of this article and shall, upon conviction, be subject to the penalties hereinafter provided. ~~The city is considering the adoption at a later date of an ordinance which sets forth specific and detailed limitations and prohibitions on what may be discharged into the city sewer system. Until such time as said ordinance is adopted, no person shall discharge or cause to be discharged any stormwater; surface water; groundwater; roof runoff; subsurface drainage; uncontaminated cooling water; swimming pool drainage; unpolluted industrial process waters; any toxic or hazardous substance; or any liquid, solid, gas or viscous substance, or any sewage that, either directly or indirectly, may or will interfere with the operation or performance of the system, cause destruction to the flow in the city sewer system or other interference with the operation thereof, injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters from the treatment facilities, which by reason or quantity are, or may be sufficient either alone or by interaction with other substances to cause fire or explosion or to be injurious in any other way to the city sewer system or the operation of such system, or which may cause a degradation of effluent quality.~~

SECTION 4. Codification. The City Manager is hereby authorized and directed to indicate these amendments in future City Code publications.

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

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

SECTION 7. Effective date. This Ordinance shall be effective immediately upon adoption.

ADOPTED AT SECOND READING AND PUBLIC HEARING IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, ON THIS 16TH DAY OF JUNE 2026.

Attest:

Scotty Lynn Kelly, City Clerk

Mike Miller, Mayor

Approved as to form and legality:

John D. Agnew, City Attorney

Date filed with City Clerk: _____

Vote of Council Members:

Miller	_____	
Henshaw	_____	First Reading: June 2, 2026
DeBruce	_____	Publication Date: June 5, 2026
Johnson	_____	Second Reading: June 16, 2026
Smith	_____	

Business Impact Estimate

City of Sanibel

ORDINANCE 26-012 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES; CHAPTER 30, ENVIRONMENT, ARTICLE II, LITTER, ADDING A NEW SECTION 30-38, UNLAWFUL DRAINING OF POOLS AND SPAS, AND AMENDING SECTION 30-39, UNLAWFUL DUMPING INTO WATER STORAGE AREAS; CHAPTER 70, UTILITIES, ARTICLE III. SANITARY SEWER SYSTEM, DIVISION 1, GENERALLY, ADDING A NEW SECTION 70-86, ILLICIT DISCHARGE; DIVISION 2, RATES, FEES, CHARGES, AMENDING SECTION 70-103, DEFINITIONS, AND SECTION 70-112, UNLAWFUL CONNECTION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Sanibel is of the view that a business impact estimate is not required by state law[1] for the proposed Ordinance, but the City of Sanibel is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed Ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed Ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed Ordinance relates to the issuance or refinancing of debt;

☐ The proposed Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed Ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed Ordinance is an emergency Ordinance;

☐ The Ordinance relates to procurement; or

☐ The proposed Ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

Business Impact Estimate

City of Sanibel

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Sanibel hereby publishes the following information:

1. Summary of the proposed Ordinance:
The purpose of Ordinance 26-012 is to clarify regulatory requirements governing the dewatering of swimming pools and spas, and to strengthen protections against construction-related dewatering discharges and other illicit discharges to the City's stormwater and sanitary sewer systems.

2. Estimate of the direct economic impact of the proposed Ordinance on private, for-profit businesses in Sanibel, including the following, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur.

There are no new compliance costs created by the proposed Ordinance.

(b) Any new charge or fee imposed by the proposed Ordinance or for which businesses will be financially responsible.

There are no new charges or fees created by the proposed Ordinance.

(c) An estimate of the City of Sanibel's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are no new regulatory costs or revenues created by the proposed Ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed Ordinance:

The proposed Ordinance is not expected to have a negative impact on businesses.

4. Additional information the City of Sanibel deems useful (if any):

None.

AGENDA MEMORANDUM
Planning Department

City Council Meeting Date June 16, 2026

To: City Council

From: Paula N. C. McMichael, AICP, Planning Director

Date: June 9, 2026

SUBJECT: **Allowing accessory structures in front yards, subject to limitations and compliance with front yard setback**

BACKGROUND:

Date	Meeting Type	Summary
12/09/2025	Planning Commission	Discussion of 2026 Planning priorities
2/24/2026	LDC Review Subcommittee	Discussion of draft legislative text – recommend to consider at PC by 7-0
3/24/2026	Planning Commission	Review of draft resolution – recommend approval 7-0
5/26/2026	Planning Commission	Review of draft resolution with additional LDC section, revised little library dimensions – recommend approval 6-0
6/16/2026	City Council	Discussion and first reading

PROPOSAL: The amendment is staff-proposed to provide better clarity and consistency in evaluating accessory structures within front yards, including on multiple-frontage lots.

Sec. 126-852 has been revised to include the front yard setbacks for accessory structures so that they are located in the same section as the side and rear yard setbacks for accessory structures rather than in a separate section. Requirements for “little libraries” have been added. A cross-reference to the setbacks applied for fences is also added so that these regulations can be found more easily.

Sec. 126-853 has been revised to delete the front yard setbacks for accessory structures and is now specific to only accessory buildings (i.e. a storage shed) in a front yard and includes a cross-reference to applicable section of the floodplain management ordinance related to accessory storage buildings.

Sec. 126-933 related to multiple-frontage lots has been revised to remove a restriction that allowed a reduced front yard setback only for an “existing parcel” (as established by Sec. 86-92) to allow it to be more generally applied.

FUNDING SOURCE: N/A

RECOMMENDED ACTION: City Council discussion of Ordinance 26-07 and send to first reading.

CITY OF SANIBEL
ORDINANCE 26-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES, SUBPART B LAND DEVELOPMENT CODE, CHAPTER 126, ZONING, ARTICLE XIV, SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 2, ACCESSORY STRUCTURES, SUBDIVISION I, IN GENERAL, SECTION 126-852, REQUIREMENTS, AND SECTION 126-853, FRONT YARDS, TO ALLOW ACCESSORY STRUCTURES IN FRONT YARDS EXCEPT ACCESSORY STORAGE STRUCTURES SUBJECT TO FRONT SETBACK REQUIREMENTS WITH LIMITED EXCEPTIONS; AND DIVISION 3, BUILDING AND AREA REQUIREMENTS, SUBDIVISION I, IN GENERAL, SECTION 126-933, MULTIPLE-FRONTAGE LOTS, FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning Commission held a legally and properly advertised public hearing on May 26, 2026, on specific proposed amendments to the Land Development Code; and

WHEREAS, the Planning Commission heard and considered comments and recommendations from the Planning Staff and the public pertaining to a draft amendment related to allowing accessory structures in front yards except accessory storage structures subject to front setback requirements with limited exceptions; and

WHEREAS, the Planning Commission may recommend to the City Council amendments to regulations of the Land Development Code (LDC), in accordance with the standards set forth in LDC Section 82-241; and

WHEREAS, the Planning Commission found the proposed amendments to the LDC as referenced above to be consistent with the Sanibel Plan and meet the requirements of LDC Section 82-241, and recommended by a vote of 6 to 0 that the City Council adopt said amendments in the form of an ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA:

SECTION 1. The recitals above are true and correct and made a part hereof.

SECTION 2. Sanibel Code of Ordinances, Subpart B. Land Development Code, Chapter 126, is hereby amended with ~~strikethrough~~ language indicating deletions and <u>underlined</u> language indicating additions as follows:

Chapter 126 - ZONING

. . .

ARTICLE XIV. – SUPPLEMENTARY DISTRICT REGULATIONS

. . .

DIVISION 2. – ACCESSORY STRUCTURES

Subdivision I – IN GENERAL

. . .

Sec. 126-852. – Requirements

All accessory buildings and structures shall comply with the following requirements:

(a) *Height.* Accessory buildings and structures shall comply with the height limitations for principal structures, but in no event shall an accessory structure exceed the height of a principal structure located on the same lot.

(b) *Separation.* Accessory buildings or structures shall be at least ten feet from any principal building located on the same lot, unless attached to and an integral part of such principal ~~building~~, and shall be at least six feet from any other accessory ~~building or~~ structure located on the same lot.

(c) Front yard setbacks. All accessory structures shall comply with front yard setback requirements for a principal structure, except as follows:
   (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;
   (5) Signs in accordance with chapter 106; and
   (6) Little-libraries, not to exceed 6 feet in overall height with the box dimensions of 25 inches high by 36 inches wide by 18 inches deep, may be mounted upon a post or other structure no larger than the minimum size necessary to safely and securely support the receptacle, but may contain or include minor decorative or design features which are in harmony with the character and ambiance of the neighborhood in which the receptacle is located and which do not pose a threat to traffic safety and visibility.

(d) *Side and rear yard setbacks.* Accessory ~~buildings and~~ structures shall comply with the side and rear yard setback requirements for a principal structure, except as follows:
   (1) Fences are subject to article IX, division 3, subdivision 1, and division 6 of this chapter.
   (2~~1~~) Side and rear yard setback requirements shall not apply to accessory revetments, seawalls, or erosion control structures.
   (3~~2~~) Side yard setback requirements shall not apply to docks, boat davits, or boat lifts located along a side lot line.
   (4~~3~~) Rear yard setback requirements shall not apply to docks, boat davits, or boat lifts located along a rear lot line.
   (5~~4~~) Side and rear yard setback requirements shall not apply to docks, boat davits, or boat lifts located on lots A through Q of Sanibel Harbors Subdivision.

(e~~d~~) *Open body of water setback.* Accessory ~~buildings and~~ structures shall comply with the open body of water setback requirements for a principal structure, except as the open body of water setback shall not apply to the following:
   (1) Docks, boat davits, or boat lifts, and access walkways or paths to docks.
   (2) Accessory revetments, seawalls, or alternative shoreline stabilization projects.

(3) Within conservation lands, boardwalks, dune walkovers, trails, or observation platforms/towers.
(4) Driveways proposed to cross an open body of water where the crossing is the minimum necessary to provide access to the principal use of the lot and where the hydrological connection will not be disrupted.
(5) De minimis impacts pursuant to section 86-45(c).

Sec. 126-853. - Accessory buildings in front yards. ~~Front yards.~~

(a) 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.~~

(b) Non-elevated accessory storage buildings shall comply with size and area limitations described in Section 94-133.

. . .

DIVISION 3. – BUILDING AND AREA REQUIREMENTS

. . .

Subdivision I. – In General

. . .

Sec. 126-933. – Multiple-frontage lots.

Where a lot is bounded by more than one street, the front yard setback requirement shall be met on each abutting street; provided, however, that on lots ~~qualifying under the "existing parcels" provision~~ ~~(section 86-92)~~ which are of insufficient, width or depth to meet this requirement, the principal structure may project as close to the abutting side or rear street as one-half the setback requirement.

SECTION 3. Codification. The City Manager is hereby authorized and directed to indicate these amendments in future City Code publications.

SECTION 4. Conflict. All ordinances and parts of ordinances in conflict herewith shall be and the same hereby repealed. If any part of this ordinance conflicts with any other part, it shall be severed, and the remainder shall have full force and effect and be liberally construed.

SECTION 5. Severance. If any section, subsection, sentence, clause, phrase or portion of this ordinance, or application hereof, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct,

and independent provision and such holding shall not affect the validity of the remaining portion or application hereof.

SECTION 6. Effective date. This Ordinance shall be effective immediately upon adoption.

SCHEDULE FOR SECOND READING AND PUBLIC HEARING IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, ON THE 21ST DAY OF JULY 2026.

Attest:

Scotty Lynn Kelly, City Clerk

Mike Miller, Mayor

Approved as to form and legality:

John D. Agnew, City Attorney

Date filed with City Clerk: _____

Vote of Council Members:

Miller _____
Henshaw _____
DeBruce _____
Johnson _____
Smith _____

First Reading: _____
Publication Date: _____
Second Reading: _____

CITY OF SANIBEL
PLANNING COMMISSION RESOLUTION 26-12a

A RESOLUTION RECOMMENDING THAT CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE CODE OF ORDINANCES, SUBPART B LAND DEVELOPMENT CODE, CHAPTER 126, ZONING, ARTICLE XIV, SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 2, ACCESSORY STRUCTURES, SUBDIVISION I, IN GENERAL, SECTION 126-852, REQUIREMENTS, AND SECTION 126-853, FRONT YARDS, TO ALLOW ACCESSORY STRUCTURES IN FRONT YARDS EXCEPT ACCESSORY STORAGE STRUCTURES SUBJECT TO FRONT SETBACK REQUIREMENTS WITH LIMITED EXCEPTIONS; AND DIVISION 3, BUILDING AND AREA REQUIREMENTS, SUBDIVISION I, IN GENERAL, SECTION 126-933, MULTIPLE-FRONTAGE LOTS, FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; AND RESCINDING PLANNING COMMISSION RESOLUTION 26-06 IN ITS ENTIRITY.

WHEREAS, Resolution 26-06 was approved by the Planning Commission during a public hearing held March 24, 2026, which had recommended amendments to Section 126-852 and 126-853, Code of Ordinances; staff did not bring the resolution forward to City Council for consideration and therefore it is now to be considered moot; and

WHEREAS, the Planning Commission held a legally and properly advertised public hearing on May 26, 2026, at which the Planning Commission heard and considered comments and recommendations from the Planning Staff and the public pertaining to a draft amendment related to allowing accessory structures in front yards, except accessory storage structures, subject to front setback requirements with limited exceptions; and

WHEREAS, the Planning Commission finds the proposed amendment to be consistent with the Sanibel Plan, as it relates to Objective B9 of Section 3.6.2. Future Land Use Element, for continued implementation of innovative land development regulations to achieve objectives of the Plan; and

WHEREAS, the Planning Commission may recommend to the City Council amendments to regulations of the Land Development Code, in accordance with the standards set forth in Land Development Code Section 82-241.

NOW, THEREFORE, BE IT RESOLVED, the Planning Commission finds the proposed amendments to the Land Development Code attached hereto as Exhibit A, are consistent with the Sanibel Plan, meet the above-referenced requirements, and recommends that the City Council adopt said amendments in the form of an ordinance. The Planning Commission also hereby rescinds Resolution 26-06 in its entirety.

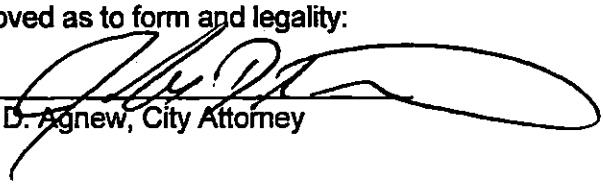
PASSED IN OPEN AND REGULAR SESSION OF THE PLANNING COMMISSION OF THE CITY OF SANIBEL, FLORIDA, THIS 26TH DAY OF MAY 2026.

Attest:

Scotty Lynn Kelly, City Clerk

Paul Nichols, Chair

Approved as to form and legality:



John D. Agnew, City Attorney

Date filed with City Clerk: 5/29/26

Vote of Commission Members:

Nichols	Aye
Steiner	Aye
Burns	Absent
Colter	Aye
Schopp	Aye
Sergeant	Aye
Welch	Aye

EXHIBIT A OF RESOLUTION

Agenda Item
Meeting of

CITY OF SANIBEL
ORDINANCE 26-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES, SUBPART B LAND DEVELOPMENT CODE, CHAPTER 126, ZONING, ARTICLE XIV, SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 2, ACCESSORY STRUCTURES, SUBDIVISION I, IN GENERAL, SECTION 126-852, REQUIREMENTS, AND SECTION 126-853, FRONT YARDS, TO ALLOW ACCESSORY STRUCTURES IN FRONT YARDS EXCEPT ACCESSORY STORAGE STRUCTURES SUBJECT TO FRONT SETBACK REQUIREMENTS WITH LIMITED EXCEPTIONS; AND DIVISION 3, BUILDING AND AREA REQUIREMENTS, SUBDIVISION I, IN GENERAL, SECTION 126-933, MULTIPLE-FRONTAGE LOTS, FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning Commission held a legally and properly advertised public hearing on May 26, 2026, on specific proposed amendments to the Land Development Code; and

WHEREAS, the Planning Commission heard and considered comments and recommendations from the Planning Staff and the public pertaining to a draft amendment related to allowing accessory structures in front yards except accessory storage structures subject to front setback requirements with limited exceptions; and

WHEREAS, the Planning Commission may recommend to the City Council amendments to regulations of the Land Development Code (LDC), in accordance with the standards set forth in LDC Section 82-241; and

WHEREAS, the Planning Commission found the proposed amendments to the LDC as referenced above to be consistent with the Sanibel Plan and meet the requirements of LDC Section 82-241, and recommended by a vote of 6 to 0 that the City Council adopt said amendments in the form of an ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA:

SECTION 1. The recitals above are true and correct and made a part hereof.

SECTION 2. Sanibel Code of Ordinances, Subpart B. Land Development Code, Chapter 126, is hereby amended with ~~strikethrough~~ language indicating deletions and <u>underlined</u> language indicating additions as follows:

Chapter 126 - ZONING

...

ARTICLE XIV. – SUPPLEMENTARY DISTRICT REGULATIONS

...

DIVISION 2. – ACCESSORY STRUCTURES

Subdivision I – IN GENERAL

. . .

Sec. 126-852. – Requirements

All accessory buildings and structures shall comply with the following requirements:

(a) *Height.* Accessory buildings and structures shall comply with the height limitations for principal structures, but in no event shall an accessory structure exceed the height of a principal structure located on the same lot.

(b) *Separation.* Accessory buildings or structures shall be at least ten feet from any principal building located on the same lot, unless attached to and an integral part of such principal ~~building~~, and shall be at least six feet from any other accessory ~~building or~~ structure located on the same lot.

(c) Front yard setbacks. All accessory structures shall comply with front yard setback requirements for a principal structure, except as follows:

(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;

(5) Signs in accordance with chapter 106; and

(6) Little-libraries, not to exceed 6 feet in overall height with the box dimensions of 25 inches high by 36 inches wide by 18 inches deep, may be mounted upon a post or other structure no larger than the minimum size necessary to safely and securely support the receptacle, but may contain or include minor decorative or design features which are in harmony with the character and ambiance of the neighborhood in which the receptacle is located and which do not pose a threat to traffic safety and visibility.

(d) *Side and rear yard setbacks.* Accessory ~~buildings and~~ structures shall comply with the side and rear yard setback requirements for a principal structure, except as follows:

(1) Fences are subject to article IX, division 3, subdivision 1, and division 6 of this chapter.

(2~~1~~) Side and rear yard setback requirements shall not apply to accessory revetments, seawalls, or erosion control structures.

(3~~2~~) Side yard setback requirements shall not apply to docks, boat davits, or boat lifts located along a side lot line.

(4~~3~~) Rear yard setback requirements shall not apply to docks, boat davits, or boat lifts located along a rear lot line.

(5~~4~~) Side and rear yard setback requirements shall not apply to docks, boat davits, or boat lifts located on lots A through Q of Sanibel Harbors Subdivision.

(e~~d~~) *Open body of water setback.* Accessory ~~buildings and~~ structures shall comply with the open body of water setback requirements for a principal structure, except as the open body of water setback shall not apply to the following:

(1) Docks, boat davits, or boat lifts, and access walkways or paths to docks.

(2) Accessory revetments, seawalls, or alternative shoreline stabilization projects.

(3) Within conservation lands, boardwalks, dune walkovers, trails, or observation platforms/towers.
(4) Driveways proposed to cross an open body of water where the crossing is the minimum necessary to provide access to the principal use of the lot and where the hydrological connection will not be disrupted.
(5) De minimis impacts pursuant to section 86-45(c).

Sec. 126-853. - Accessory buildings in front yards. ~~Front yards.~~

(a) 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.~~

(b) Non-elevated accessory storage buildings shall comply with size and area limitations described in Section 94-133.

. . .

DIVISION 3. – BUILDING AND AREA REQUIREMENTS

. . .

Subdivision I. – In General

. . .

Sec. 126-933. – Multiple-frontage lots.

Where a lot is bounded by more than one street, the front yard setback requirement shall be met on each abutting street; provided, however, that on lots ~~qualifying under the "existing parcels" provision (section 86-92)~~ which are of insufficient, width or depth to meet this requirement, the principal structure may project as close to the abutting side or rear street as one-half the setback requirement.

AGENDA MEMORANDUM ***City Manager***

City Council Regular Meeting Date: June 16, 2026

To: City Council

From: Dana A. Souza, City Manager

Date: May 29, 2026

SUBJECT: Discussion of draft Ordinance 26-011 to establish public roadway speed limits by Ordinance and reducing speed limits on certain roadways and/or sections of roadways.

BACKGROUND: On April 21, 2026, the City Council discussed draft Ordinance 26-011 and directed staff to revise the ordinance to require that roadway speed limit changes be adopted by ordinance rather than by resolution.

The current version of Ordinance 26-011 reflects the additional direction provided by the City Council regarding revisions to the draft ordinance on May 5, 2026.

Ordinance 26-011 amends Chapter 66 of the Sanibel Code of Ordinances to establish speed limits for all publicly owned roadways within the City and to require that any future changes to roadway speed limits be adopted by ordinance, consistent with applicable state law and traffic engineering studies.

The ordinance establishes roadway-specific speed limits ranging from 10 mph to 35 mph, including designated speed zones on Periwinkle Way and Sanibel-Captiva Road, and retains the 10 mph speed limit on the Buell Creek Bridge. It also sets a default speed limit of 30 mph on publicly owned roadways not otherwise specifically identified in the ordinance.

Prior to the May 5, 2026, City Council meeting, the City Council and staff received a letter from the Beachview Neighborhood Association requesting that the speed limits on Par View Drive and Birdie View Point be reduced from 30 mph to 25 mph. Ordinance 26-011 incorporates the request from the neighborhood association. The Sanibel Police Department Traffic Report with the speed analysis is included the agenda packet for this item.

In addition, the ordinance authorizes the City Manager or designee to install and maintain advisory (warning) traffic signs as necessary to promote traffic safety. The presentation included in the agenda packet details the consensus direction provided by the City Council on May 5, 2026.

FUNDING SOURCE: N/A

RECOMMENDED ACTION: Discussion and direction.

DISCUSSION ONLY
Agenda Item
Meeting of 06/16/2026

CITY OF SANIBEL
DRAFT ORDINANCE 26-011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA; TO SPECIFY SPEED LIMITS ON PUBLICALLY OWNED ROADWAYS WITHIN THE CITY; AMENDING THE CODE OF ORDINANCES, CHAPTER 66, TRAFFIC, ARTICLE III, SPEED LIMITS, DIVISION 1, GENERALLY, SECTION 66-121, THIRTY-FIVE MILE PER HOUR SPEED LIMIT, DELETING SECTION 66-122, BRIDGE AT BUELL CREEK; SPEED LIMIT AND RENUMBERING SUBSEQUENT SECTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 66-121 of the Sanibel Code of Ordinances currently establishes the maximum speed limit on Periwinkle Way from Ferry Road (east) to Tarpon Bay Road (west) as 35 miles per hour; and

WHEREAS, Section 66-122 of the Sanibel Code of Ordinances currently establishes the maximum speed limit for any vehicle traversing the bridge at Buell Creek on Bay Drive (formerly known as Old Bayshore Road) as ten miles per hour; and

WHEREAS, at their April 21, 2026, meeting, the City Council expressed their intent to establish speed limits for all public roadways on Sanibel by Ordinance; and

WHEREAS, Chapter 316, Florida Statutes, authorizes municipalities to establish speed limits based upon appropriate traffic engineering studies; and

WHEREAS, the City Council received "The City of Sanibel Speed Study and Passing Zone Analysis" (speed study) on March 3, 2026; and

WHEREAS, based upon the referenced speed study, the City Council wishes to amend the Code of Ordinances to establish speed limits for all public roadways on Sanibel by Ordinance; and

WHEREAS, establishing public roadway speed limits by Ordinance ensures there will be adequate notice for residents, business owners, and other interested parties to provide input to the City Council prior to amending speed limits in the future.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA:

SECTION 1. The recitals above are true and correct and made a part hereof.

SECTION 2. Sanibel Code of Ordinances, Chapter 66, is hereby amended with ~~strikethrough~~ language indicating deletions and <u>underlined</u> language indicating additions as follows:

Chapter 66 - TRAFFIC

. . .

ARTICLE III. – SPEED LIMITS

DIVISION 1. - GENERALLY

Sec.66-121. - Speed Limits~~Thirty-five mile per hour speed limit.~~

(a) Except as otherwise specifically provided in Section 66-121(i), any amendment to an existing speed limit on a publicly owned roadway shall be established by ordinance and adopted in accordance with applicable provisions of state law, including, but not limited to, section 316.189(1), Florida Statutes, and any required traffic engineering studies.

It shall be unlawful for any person to operate a vehicle at a speed in excess of the speed limits established herein on publicly owned roadways.

(b) No public roadway shall have a speed limit exceeding thirty-five (35) miles per hour.

(c) Except as otherwise provided in Division 2 of this Article, the speed limit westerly along Sanibel-Captiva Road, from the intersection with Tarpon Bay Road to a point approximately 900 feet east of the intersection with Pine Avenue shall be thirty-five (35) miles per hour:

(d) The speed limit on the following publicly owned roadways shall be thirty (30) miles per hour:

(1) Palm Ridge Road ;
(2) Westerly along Periwinkle Way, from Causeway Boulevard, west to Tarpon Bay Road;
(3) Easterly along Periwinkle Way from the intersection with Skiff Place to Lighthouse Beach Park.

(e) The speed limit on the following publicly owned roadways shall be twenty-five (25) miles per hour:

(1) Birdie View Point
(2) Par View Drive
(3) Easterly along Periwinkle Way, from the intersection with Causeway Boulevard to the intersection with Skiff Place; and
(4) Westerly along Sanibel-Captiva Road, from a point approximately 900 feet east of the intersection with Pine Avenue to the western boundary of the City of Sanibel's corporate limits on the bridge at Blind Pass.

(f) The speed limit on the following publicly owned roadways shall be twenty (20) miles per hour:

(1) Albatross Road;
(2) Baltusrol Court;
(3) Sand Castle Road;
(4) Troon Court: and
(5) Wulfert Road.

(g) The speed limit on the bridge at Buell Creek on Bay Drive (formerly known as Old Bayshore

Road) shall be ten (10) miles per hour.

(h) Except as otherwise specifically provided in Section 66-121(c) through (g), and (i), the speed limit on all publicly owned roadways within the City shall be thirty (30) miles per hour.

(i) The city manager, or the city manager's designee, is authorized to install, maintain, replace, relocate, and remove traffic advisory signs on public roadways within the City when deemed necessary to promote the safe and efficient movement of traffic. Such signs may include, but are not limited to, curve warning signs, advisory speed signs, pedestrian warning signs, and other traffic control devices authorized by the Florida Department of Transportation's Manual on Uniform Traffic Control Devices. Advisory signs shall not establish a regulatory speed limit unless otherwise provided by ordinance.

~~The maximum speed within the city shall be 35 miles per hour along the following routes:~~

~~Westerly along Periwinkle Way beginning at the intersection of Ferry Road and terminating at Tarpon Bay Road; generally north and westerly along Palm Ridge Road from the intersection at Periwinkle to the intersection at Tarpon Bay Road; and thence westerly along Sanibel-Captiva Road to the western most corporate limits of the city.~~

~~**Sec. 66-122. - Bridge at Buell Creek; speed limit.**~~

~~The maximum rate of speed for any vehicle traversing the bridge at Buell Creek on Bay Drive (formerly known as Old Bayshore Road) shall be ten miles per hour and it is unlawful and prohibited for any person to exceed such speed limit.~~

. . .

Secs. 66-131~~132~~ - 66-140. - Reserved.

SECTION 3. Codification. The City Manager is hereby authorized and directed to indicate these amendments in future City Code publications.

SECTION 4. Conflict. All ordinances and parts of ordinances in conflict herewith shall be and the same hereby repealed. If any part of this ordinance conflicts with any other part, it shall be severed, and the remainder shall have full force and effect and be liberally construed.

SECTION 5. Severance. If any section, subsection, sentence, clause, phrase or portion of this ordinance, or application hereof, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion or application hereof.

SECTION 6. Effective date. This Ordinance shall be effective immediately upon adoption.

SCHEDULED FOR SECOND READING AND PUBLIC HEARING IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA THE 21ST DAY OF

JULY 2026.

Attest:

Scotty Lynn Kelly, City Clerk

Mike Miller, Mayor

Approved as to form and legality:

John D. Agnew, City Attorney

Date filed with City Clerk: _____

Vote of Council Members:

Miller	_____	
Smith	_____	First Reading: June 16, 2026
DeBruce	_____	Publication Date: _____
Henshaw	_____	Second Reading: _____
Johnson	_____	

Sanibel Police Department

Par View Drive Speed Enforcement Analysis

Location: Par View Drive **Roadway Type:** Residential **Posted Speed Limit:** 30 MPH

Key Metric	Result	Interpretation
Posted Speed Limit	30 MPH	Residential street benchmark
Average Speed	25.8 MPH	Typical traffic flow is below the posted limit + 5 MPH
85th Percentile Speed	32 MPH	About 2 MPH above the posted limit; typical for a residential roadway
Vehicles Analyzed	14,004	Study period total
General Violations	376 (2.7%)	10+ MPH over limit; low / typical for residential roads
High Speed Violations	25 (0.18%)	50+ MPH; very rare
Extreme Speed Violations	2 (0.01%)	70+ MPH; extremely rare

Executive Summary

Par View Drive shows a **low overall speeding profile** for a residential street. The average speed is 25.8 MPH and the 85th percentile speed is 32 MPH, which is only modestly above the 30 MPH limit. The share of vehicles traveling 10+ MPH over the limit is 2.7%, which falls in the low / typical range for residential roads. More serious speeds are uncommon: only 25 vehicles reached 50+ MPH and only 2 vehicles reached 70+ MPH during the study period.

The most actionable pattern is directional: general and high-speed violations are concentrated overwhelmingly westbound. Day-of-week patterns are present for general enforcement and modest for high-speed enforcement, but extreme-speed counts are too small to support a narrow deployment plan. Practical enforcement on this roadway should prioritize short, visible weekday patrols rather than saturation details.

Sanibel Police Department

Par View Drive Detailed Enforcement Plan

Category	Volume / Rate	Best Days	Best Time Window	Direction	Pattern Strength
General: 10+ MPH over limit	376 / 2.7%	Tuesday - Friday	10 AM - 3 PM; secondary 5PM - 7PM	Westbound	Moderate
High: 50+ MPH	25 / 0.18%	Tuesday - Friday	7 AM - 2 PM	Westbound	Weak to moderate
Extreme: 70+ MPH	2 / 0.01%	Friday	7 AM and 1 PM; broad watch only	Both Directions	Weak / Inconclusive

Category Findings

General speed enforcement: General speed violations are low for a residential roadway overall, but they are repeatable. Most 10+ MPH over-limit vehicles are westbound, with the strongest weekday concentrations from late morning through mid-afternoon and a smaller early evening spike.

High speed enforcement: High speed violations are rare, but the limited pattern that does exist is weekday daytime and heavily westbound. Counts are small, so this is best treated as a targeted patrol window rather than a broad deployment pattern.

Extreme speed enforcement: Only two extreme speed violations were recorded. That is not enough to support a narrow enforcement pattern. Both events occurred on Friday during daytime hours, one in each direction, so any extreme-speed enforcement should be limited, flexible, and combined with general or high-speed enforcement.

Supporting Pattern Notes

Category	Top Days	Top Hours	Direction Split
General	Tuesday (64), Wednesday (64), Thursday (69)	10:00 (34), 12:00 (33), 11:00 (33)	WB 342 / EB 34
High	Wednesday (7), Tuesday (6), Friday (6)	12:00 (4), 14:00 (4), 10:00 (3)	WB 23 / EB 2
Extreme	Friday (2), Tuesday (0), Monday (0)	13:00 (1), 7:00 (1)	WB 1 / EB 1

Overall assessment: Par View Drive does not present as a high-severity speeding corridor. The roadway behaves close to what would be expected for a residential street, with low overall speeds, a modest 85th percentile, and a low share of 10+ MPH over-limit traffic. Enforcement should be used primarily for visibility, correction, and targeted deterrence rather than intensive sustained deployment.

Sanibel Police Department

Par View Drive Stand-Alone Enforcement Summary

Location: Par View Drive **Roadway Type:** Residential **Posted Speed Limit:** 30 MPH

Metric	Result
Average Speed	25.8 MPH
85th Percentile Speed	32 MPH
General Violations (10+ over)	376 vehicles (2.7%)
High Speed Violations (50+ MPH)	25 vehicles (0.18%)
Extreme Speed Violations (70+ MPH)	2 vehicles (0.01%)

Par View Drive shows low to moderate speeding activity for a residential road. The average speed is below the posted limit + 5 MPH threshold and the 85th percentile speed is only modestly above the posted limit, indicating that the general traffic stream is behaving close to residential expectations. The main enforcement issue is a small but repeatable group of westbound vehicles traveling 10+ MPH over the limit on weekdays, especially from late morning through mid-afternoon.

Enforcement Type	Recommended Window	Direction Focus	Why
General Speed (10+ over)	Tuesday - Friday, 10 AM - 3 PM; secondary	Westbound	Best repeatable window for the largest share of violations
High Speed (50+ MPH)	Tuesday - Friday, 7 AM - 2 PM	Westbound	Rare but most concentrated during weekday daytime
Extreme Speed (70+ MPH)	Friday daytime; broad watch only	Both	Only two events recorded, so no reliable narrow pattern

Bottom line: Use short, visible weekday patrols to deter westbound speeding on Par View Drive. Because 50+ MPH and 70+ MPH events are infrequent, the best command-staff approach is targeted general enforcement with occasional daytime follow-up for high-speed deterrence rather than dedicated extreme-speed details.

BEACHVIEW
NEIGHBORHOOD
ASSOCIATION

P.O Box 793, Sanibel, Florida 33957
beachviewsanibel@gmail.com

May 2, 2026

Dear Sanibel Mayor Michael Miller,
Dear Vice Mayor John Henshaw,
Dear City Councilwoman Laura DeBruce,
Dear City Councilman Richard Johnson,
Dear City Councilwoman Holly Smith, and
Dear City Manager Dana Souza,

The Board of the Beachview Neighborhood Association wishes to submit a formal application to lower the speed limit on both Par View Drive and Birdie View Point from 30 mph to 25 mph.

We also formally request that the Sanibel Public Works Department install additional speed limit signage in the Beachview neighborhood. In particular, we feel that it is very important that speed limit signage be installed at the entrance to our neighborhood.

We would like to thank City Manager Souza for his advice and guidance on the process for requesting the lowering of our neighborhood speed limit. At his recommendation, we recently undertook a neighborhood survey on this topic, and the results demonstrate that our Beachview residents strongly favor at least a 5 mph reduction in our neighborhood speed limit, from 30 mph to 25 mph. We summarize the results below.

Our association president contacted the City Manager after residents expressed concerns that they feel less safe both walking and biking on Par View and Birdie View, both of which have large open stretches and lengthy straightaways. Our residents also expressed concern for the safety of the wildlife that moves through our neighborhood's golf course and streets.

Our residents' concerns are based in large part upon the vastly increased volume of large commercial vehicles navigating our neighborhood streets, as well as the increase in vehicles driven by non-resident renters who appear to frequently exceed the speed limit. A particular concern are delivery vehicles driven by workers working on a time-incentivized schedule; as an example, our association president recently followed a Walmart delivery truck which our president clocked going over 50 mph on Par View.

We believe that our neighborhood has some similar characteristics to both The Dunes neighborhood and to Wulfert Road in The Sanctuary, both of which have obtained approval to reduce speed limits. We feel it is in our best interest to do so as well.

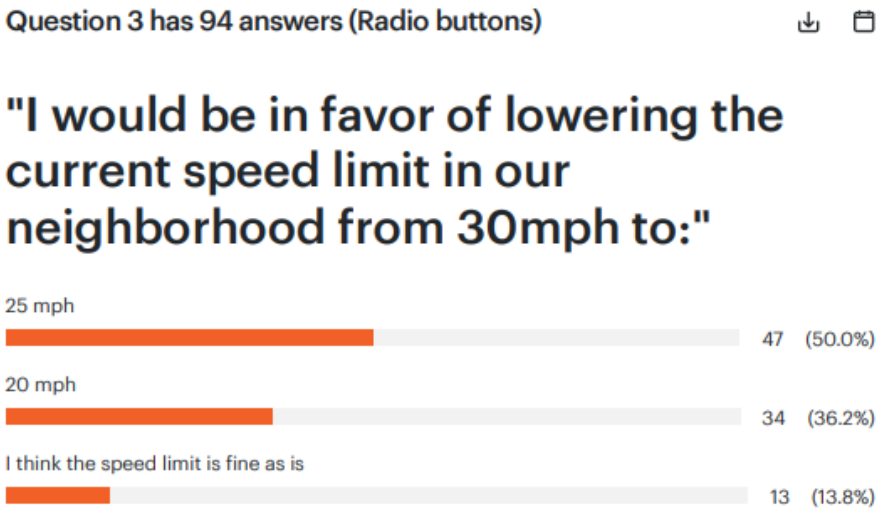
As mentioned above, we recently undertook a neighborhood survey on the topic of speed limits.

- We had a very high return rate on this survey, with a total of 95 separate individual residents immediately responding it.

- 88% of the respondents (representing 83 residents) are concerned about the speed of vehicles traveling through the Beachview neighborhood:

- 81% (representing 77 respondents) and 52% (representing 49 respondents), respectively, have observed what they believe to be speeding vehicles on Par View Drive and Birdie View Point:

- 86% (representing 81 respondents) would be in favor of lowering the current 30 mph speed limit in the neighborhood, with 50% (47 respondents) favoring a lowering to 25 mph, and 36% (34 respondents) favoring a lowering to 20 mph:



Our Board finds these survey results in favor of a reduction in our neighborhood's speed limit to be emphatic.

We understand from City Manager Souza that a likely next step is police monitoring speeds at various locations in the neighborhood. We have some concern about doing this in this off-season as seasonality slowness may lower the effective data accumulation to support our case. We hope the City Council will take that into consideration.

We appreciate your time and attention to this matter and look forward to engaging with you throughout the process.

Kind Regards,

The Board of the Beachview Neighborhood Association

Eric Siefert, President
1217 Par View

Pat Gilbert, Vice President
1223 Par View

Jane Jensen, Treasurer
1335 Par View

Janice Chaddock, Secretary
1195 Par View

Denise Georgian, Assistant Treasurer
1274 Par View

Bill Hatch, Director
857 Birdie View

Joyce Tibbetts, Assistant Secretary
1215 Par View

Richard Swanson, Director
710 Birdie View

Barb Mulka, Director
1225 Par View

City of Sanibel
Speed Limit Reduction Discussion

Sanibel City Council

June 16, 2026

Sec.66-121. - Speed Limits~~Thirty-five mile per hour speed limit.~~

(a) Except as otherwise specifically provided in Section 66-121(i), any amendment to an existing speed limit on a publicly owned roadway shall be established by ordinance and adopted in accordance with applicable provisions of state law, including, but not limited to, section 316.189(1), Florida Statutes, and any required traffic engineering studies.

It shall be unlawful for any person to operate a vehicle at a speed in excess of the speed limits established herein on publicly owned roadways.

This section clearly states that speed limits shall be established by Ordinance.

This approach aligns with the City Council's direction by ensuring that residents, business owners, and property owners have an opportunity to provide public comment as part of the decision-making process.

Sec.66-121. - Speed Limits~~Thirty-five mile per hour speed limit.~~

(b) No public roadway shall have a speed limit exceeding thirty-five (35) miles per hour.

This section clearly states that speed limits shall not exceed 35 mph.

Sanibel Captiva Rd.

- Yellow line illustrates where the existing roadway speed limit is 35 mph. 35 mph
- Red line illustrates the where existing roadway speed limit is 25 mph in the Santiva area. 25 mph
- At its May 5, 2026, meeting, the City Council reached consensus to maintain the existing speed limit on San-Cap Road.

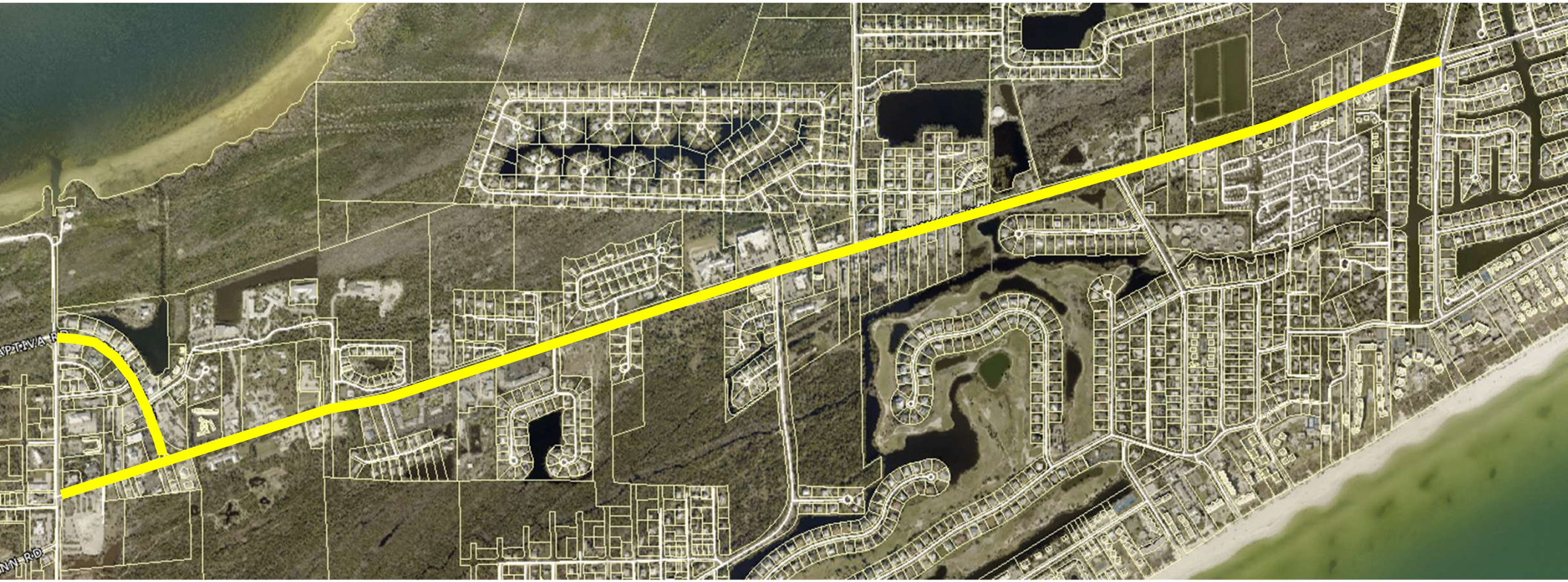
Sec.66-121. - Speed Limits~~Thirty-five mile per hour speed limit.~~

(c) The maximum lawful speed limit on the following publicly owned roadways shall be thirty-five (35) miles per hour:

(1) Westerly along Sanibel-Captiva Road, from the intersection with Tarpon Bay Road to a point approximately 900 feet east of the intersection with Pine Avenue.

This section reflects the existing speed limit of 35 mph on Sanibel Captiva Road, except for the Santiva area where the existing speed limit is 25 mph. Per the City Council's direction, there are no changes proposed to the speed limit on Sanibel Captiva Road.

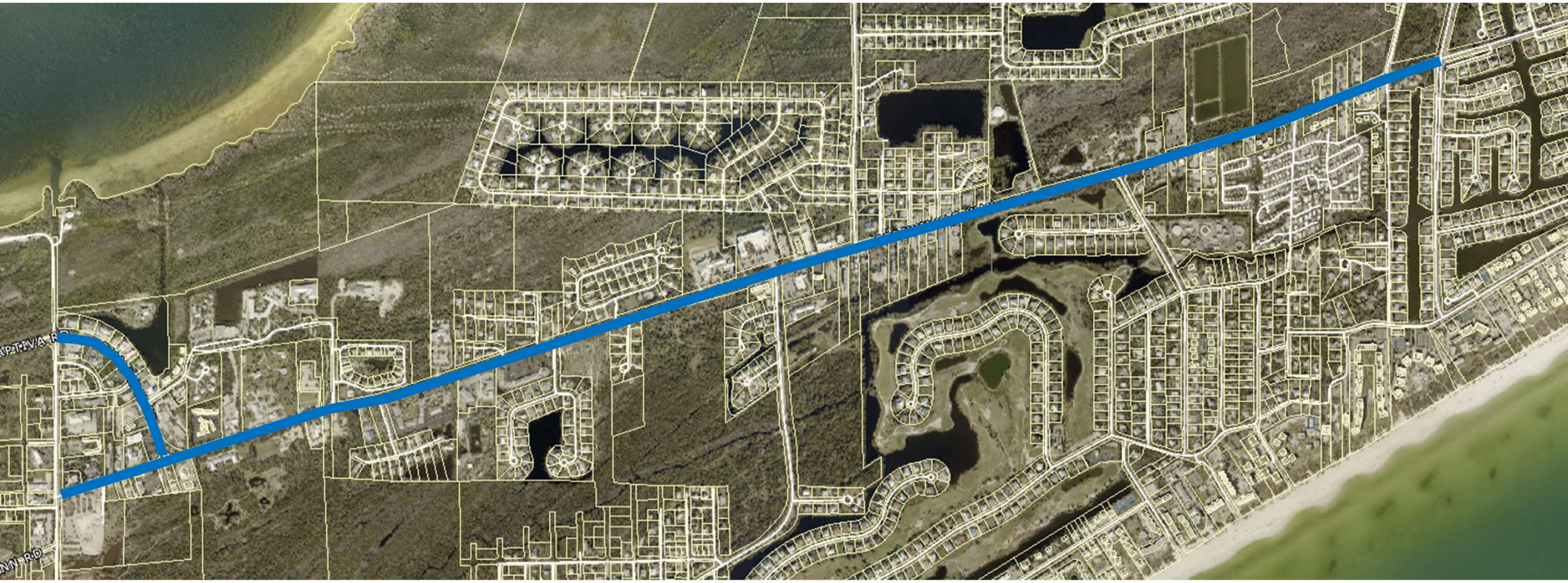
Periwinkle Way and Palm Ridge Rd. - Existing Posted Speed Limits



35 mph

Periwinkle Way – Proposed Speed Limit

Periwinkle Way between Causeway Blvd. and Tarpon Bay Rd., and Palm Ridge Rd.
Change Speed Limit From 35 mph to 30 mph

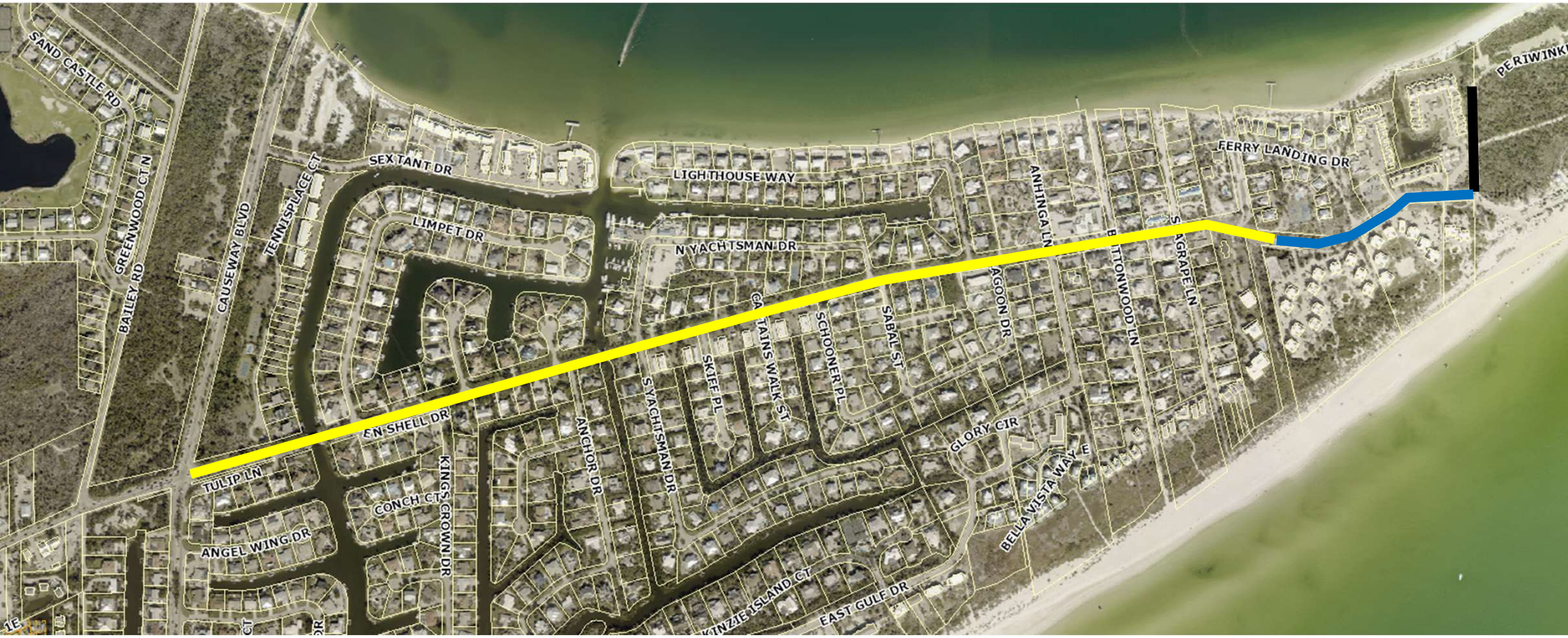


- At its May 5, 2026, meeting, the City Council reached consensus (3-2) to reduce the speed limit on Periwinkle Way between Causeway Blvd. and Tarpon Bay Rd., and on Palm Ridge Rd., from 35 mph to 30 mph.

30 mph

7

East Periwinkle Way - Existing Posted Speed Limits



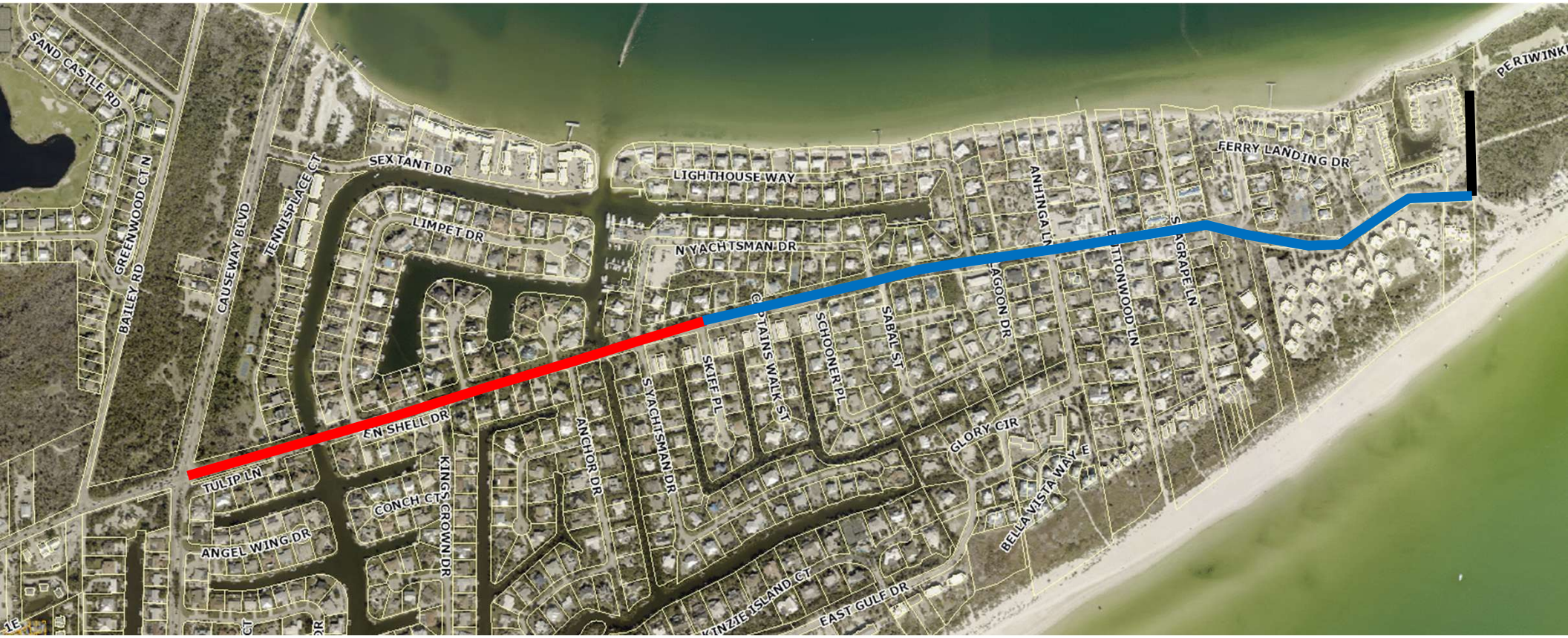
35 mph | 30 mph | 20 mph

E. Periwinkle Way @ Sanibel Island Beach Club

E. Periwinkle Way @ Lighthouse Beach Park Access Rd.

East Periwinkle Way – Proposed Speed Limits

E. Periwinkle Way between Causeway Blvd. and Skiff Place 25 mph, Skiff Place to Lighthouse Beach Park 30 mph.

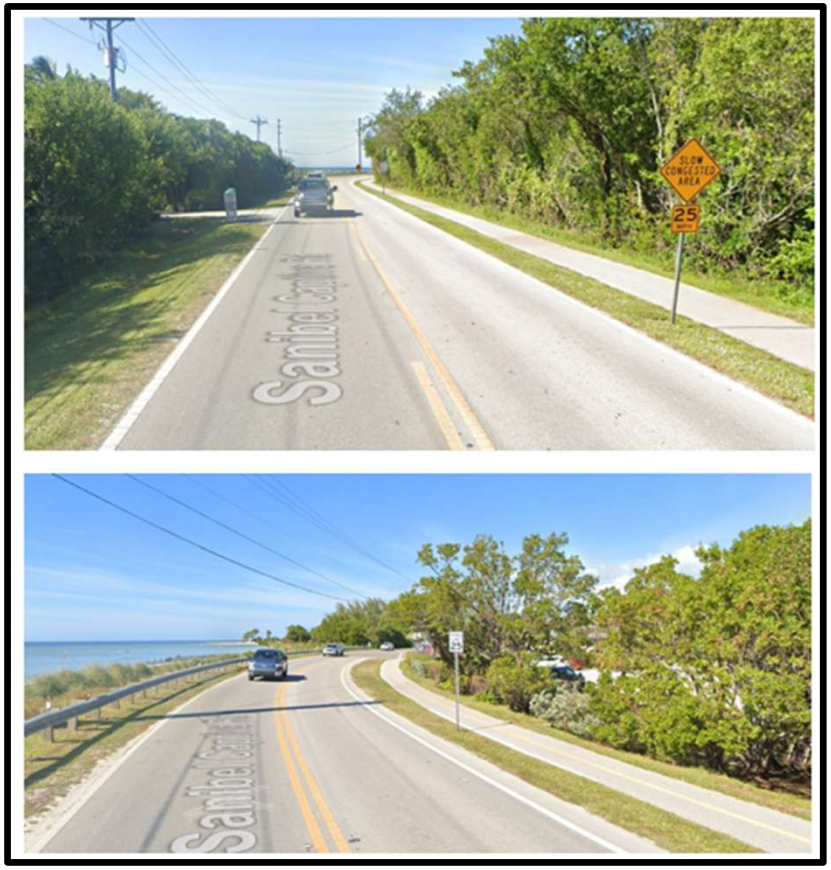


25 mph | 35 mph | 30 mph | 20 mph

Sanibel Captiva Rd. - Santiva

- Yellow line shows existing roadway speed limit is 25 mph.

25 mph



Beachview Subdevelopment

- Yellow line shows existing roadways within the subdevelopment which have an existing speed limit of 30 mph.
  - Birdie View Point
  - Par View Dr.

- On May 2nd, the City Council and administration received a letter from the Beachview Neighborhood Association petitioning the City to reduce the speed limit on the subdevelopment roadways from 30 mph to 25 mph.

WINDWARD WAY
CASA YBEL RD
SABAL SANDS RD
BIRDSONG PL
BIRDSONG PL
PYRULA AVE
OLIVA ST
FULGUR ST
MIDDLE GULF DR

25 mph

The Dunes Subdevelopment

- Yellow line shows existing roadway speed limit of 20 mph.
  - Albatross Rd.
  - Sand Castle Rd.

- Established January 6, 2015, by the City Council.

20 mph

The Sanctuary Subdevelopment

- Yellow line shows existing roadway speed limit of 20 mph.
  - Baltusrol Ct.
  - Troon Ct.
  - Wulfert Rd.

- Established April 1, 2025, by the City Council.

20 mph

Sec.66-121. - Speed Limits~~Thirty-five mile per hour speed limit.~~

(d) The maximum lawful speed limit on the following publicly owned roadways shall be thirty (30) miles per hour:

(1) Palm Ridge Road ;
(2) Westerly along Periwinkle Way, from Causeway Boulevard, west to Tarpon Bay Road;
(3) Easterly along Periwinkle Way from Skiff Place to Lighthouse Beach Park.

This section reflects the City Council's consensus (3-2).

Sec.66-121. - Speed Limits~~Thirty-five mile per hour speed limit.~~

(e) The maximum lawful speed limit on the following publicly owned roadways shall be twenty-five (25) miles per hour:

(1) Birdie View Point
(2) Par View Drive
(3) Easterly along Periwinkle Way, from the intersection with Causeway Boulevard to Skiff Place; and
(4) Westerly along Sanibel-Captiva Road, from a point approximately 900 feet east of the intersection with Pine Avenue to the western boundary of the City of Sanibel's corporate limits (Santiva area).

This section reflects the City Council's consensus:

- (3-2) for E. Periwinkle Way
- (5-0) for the Santiva area
- Beachview Subdevelopment was not previously discussed

Sec.66-121. - Speed Limits~~Thirty-five mile per hour speed limit.~~

(f) The maximum lawful speed limit on the following publicly owned roadways shall be twenty (20) miles per hour:

(1) Albatross Road;
(2) Baltusrol Court;
(3) Sand Castle Road;
(4) Troon Court: and
(5) Wulfert Road.

This section reflects the existing speed limit of 20 mph on Sanibel roads within the Dunes and Sanctuary subdivisions.

Sec.66-121. - Speed Limits~~Thirty-five mile per hour speed limit.~~

(g) The maximum lawful speed limit on the bridge at Buell Creek on Bay Drive (formerly known as Old Bayshore Road) shall be ten (10) miles per hour.

(h) Except as otherwise specifically provided in Section 66-121(c) through (g), and (i), the maximum lawful speed on all publicly owned roadways within the City shall be thirty (30) miles per hour.

(i) The city manager, or the city manager's designee, is authorized to install, maintain, replace, relocate, and remove traffic advisory signs on public roadways within the City when deemed necessary to promote the safe and efficient movement of traffic. Such signs may include, but are not limited to, curve warning signs, advisory speed signs, pedestrian warning signs, and other traffic control devices authorized by the Florida Department of Transportation's Manual on Uniform Traffic Control Devices. Advisory signs shall not establish a regulatory speed limit unless otherwise provided by ordinance.

This section:

- Reflects the existing speed limit of 10 mph on the Bay Dr. bridge.
- Establishes a speed limit of 30 mph on all roadways not otherwise specified in the Ordinance.
- Authorizes the City Manager to designate speed limits for road sections whether temporary or permanent.

Advisory Signs, etc.

- Sample of advisory sign that may be approved by the City Manager.
- Legion's Curve, Sanibel-Captiva Rd.
- East Gulf Dr.

AGENDA MEMORANDUM
Planning Department

City Council Meeting Date June 16, 2026

To: City Council

From: Paula N. C. McMichael, AICP, Planning Director

Date: June 9, 2026

SUBJECT: **Allowing accessory structures in front yards, subject to limitations and compliance with front yard setback**

BACKGROUND:

Date	Meeting Type	Summary
12/09/2025	Planning Commission	Discussion of 2026 Planning priorities
2/24/2026	LDC Review Subcommittee	Discussion of draft legislative text – recommend to consider at PC by 7-0
3/24/2026	Planning Commission	Review of draft resolution – recommend approval 7-0
5/26/2026	Planning Commission	Review of draft resolution with additional LDC section, revised little library dimensions – recommend approval 6-0
6/16/2026	City Council	Discussion and first reading Ordinance 26-007

PROPOSAL: The amendment is staff-proposed to provide better clarity and consistency in evaluating accessory structures within front yards, including on multiple-frontage lots.

Sec. 126-852 has been revised to include the front yard setbacks for accessory structures so that they are located in the same section as the side and rear yard setbacks for accessory structures rather than in a separate section. Requirements for “little libraries” have been added. A cross-reference to the setbacks applied for fences is also added so that these regulations can be found more easily.

Sec. 126-853 has been revised to delete the front yard setbacks for accessory structures and is now specific to only accessory buildings (i.e. a storage shed) in a front yard and includes a cross-reference to applicable section of the floodplain management ordinance related to accessory storage buildings.

Sec. 126-933 related to multiple-frontage lots has been revised to remove a restriction that allowed a reduced front yard setback only for an “existing parcel” (as established by Sec. 86-92) to allow it to be more generally applied.

FUNDING SOURCE: N/A

RECOMMENDED ACTION: Send Ordinance 26-07 to second reading.

CITY OF SANIBEL
ORDINANCE 26-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES, SUBPART B LAND DEVELOPMENT CODE, CHAPTER 126, ZONING, ARTICLE XIV, SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 2, ACCESSORY STRUCTURES, SUBDIVISION I, IN GENERAL, SECTION 126-852, REQUIREMENTS, AND SECTION 126-853, FRONT YARDS, TO ALLOW ACCESSORY STRUCTURES IN FRONT YARDS EXCEPT ACCESSORY STORAGE STRUCTURES SUBJECT TO FRONT SETBACK REQUIREMENTS WITH LIMITED EXCEPTIONS; AND DIVISION 3, BUILDING AND AREA REQUIREMENTS, SUBDIVISION I, IN GENERAL, SECTION 126-933, MULTIPLE-FRONTAGE LOTS, FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning Commission held a legally and properly advertised public hearing on May 26, 2026, on specific proposed amendments to the Land Development Code; and

WHEREAS, the Planning Commission heard and considered comments and recommendations from the Planning Staff and the public pertaining to a draft amendment related to allowing accessory structures in front yards except accessory storage structures subject to front setback requirements with limited exceptions; and

WHEREAS, the Planning Commission may recommend to the City Council amendments to regulations of the Land Development Code (LDC), in accordance with the standards set forth in LDC Section 82-241; and

WHEREAS, the Planning Commission found the proposed amendments to the LDC as referenced above to be consistent with the Sanibel Plan and meet the requirements of LDC Section 82-241, and recommended by a vote of 6 to 0 that the City Council adopt said amendments in the form of an ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA:

SECTION 1. The recitals above are true and correct and made a part hereof.

SECTION 2. Sanibel Code of Ordinances, Subpart B. Land Development Code, Chapter 126, is hereby amended with ~~strikethrough~~ language indicating deletions and <u>underlined</u> language indicating additions as follows:

Chapter 126 - ZONING

. . .

ARTICLE XIV. – SUPPLEMENTARY DISTRICT REGULATIONS

. . .

DIVISION 2. – ACCESSORY STRUCTURES

Subdivision I – IN GENERAL

. . .

Sec. 126-852. – Requirements

All accessory buildings and structures shall comply with the following requirements:

(a) *Height.* Accessory buildings and structures shall comply with the height limitations for principal structures, but in no event shall an accessory structure exceed the height of a principal structure located on the same lot.

(b) *Separation.* Accessory buildings or structures shall be at least ten feet from any principal building located on the same lot, unless attached to and an integral part of such principal ~~building~~, and shall be at least six feet from any other accessory ~~building or~~ structure located on the same lot.

(c) Front yard setbacks. All accessory structures shall comply with front yard setback requirements for a principal structure, except as follows:
   (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;
   (5) Signs in accordance with chapter 106; and
   (6) Little-libraries, not to exceed 6 feet in overall height with the box dimensions of 25 inches high by 36 inches wide by 18 inches deep, may be mounted upon a post or other structure no larger than the minimum size necessary to safely and securely support the receptacle, but may contain or include minor decorative or design features which are in harmony with the character and ambiance of the neighborhood in which the receptacle is located and which do not pose a threat to traffic safety and visibility.

(d) *Side and rear yard setbacks.* Accessory ~~buildings and~~ structures shall comply with the side and rear yard setback requirements for a principal structure, except as follows:
   (1) Fences are subject to article IX, division 3, subdivision 1, and division 6 of this chapter.
   (2~~1~~) Side and rear yard setback requirements shall not apply to accessory revetments, seawalls, or erosion control structures.
   (3~~2~~) Side yard setback requirements shall not apply to docks, boat davits, or boat lifts located along a side lot line.
   (4~~3~~) Rear yard setback requirements shall not apply to docks, boat davits, or boat lifts located along a rear lot line.
   (5~~4~~) Side and rear yard setback requirements shall not apply to docks, boat davits, or boat lifts located on lots A through Q of Sanibel Harbors Subdivision.

(e~~d~~) *Open body of water setback.* Accessory ~~buildings and~~ structures shall comply with the open body of water setback requirements for a principal structure, except as the open body of water setback shall not apply to the following:
   (1) Docks, boat davits, or boat lifts, and access walkways or paths to docks.
   (2) Accessory revetments, seawalls, or alternative shoreline stabilization projects.

(3) Within conservation lands, boardwalks, dune walkovers, trails, or observation platforms/towers.
(4) Driveways proposed to cross an open body of water where the crossing is the minimum necessary to provide access to the principal use of the lot and where the hydrological connection will not be disrupted.
(5) De minimis impacts pursuant to section 86-45(c).

Sec. 126-853. - Accessory buildings in front yards. ~~Front yards.~~

(a) 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.~~

(b) Non-elevated accessory storage buildings shall comply with size and area limitations described in Section 94-133.

. . .

DIVISION 3. – BUILDING AND AREA REQUIREMENTS

. . .

Subdivision I. – In General

. . .

Sec. 126-933. – Multiple-frontage lots.

Where a lot is bounded by more than one street, the front yard setback requirement shall be met on each abutting street; provided, however, that on lots ~~qualifying under the "existing parcels" provision~~ ~~(section 86-92)~~ which are of insufficient, width or depth to meet this requirement, the principal structure may project as close to the abutting side or rear street as one-half the setback requirement.

SECTION 3. Codification. The City Manager is hereby authorized and directed to indicate these amendments in future City Code publications.

SECTION 4. Conflict. All ordinances and parts of ordinances in conflict herewith shall be and the same hereby repealed. If any part of this ordinance conflicts with any other part, it shall be severed, and the remainder shall have full force and effect and be liberally construed.

SECTION 5. Severance. If any section, subsection, sentence, clause, phrase or portion of this ordinance, or application hereof, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct,

and independent provision and such holding shall not affect the validity of the remaining portion or application hereof.

SECTION 6. Effective date. This Ordinance shall be effective immediately upon adoption.

SCHEDULE FOR SECOND READING AND PUBLIC HEARING IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, ON THE 21ST DAY OF JULY 2026.

Attest:

Scotty Lynn Kelly, City Clerk

Mike Miller, Mayor

Approved as to form and legality:

John D. Agnew, City Attorney

Date filed with City Clerk: _____

Vote of Council Members:

Miller _____
Henshaw _____
DeBruce _____
Johnson _____
Smith _____

First Reading: June 16, 2026
Publication Date: _____
Second Reading: _____

CITY OF SANIBEL
PLANNING COMMISSION RESOLUTION 26-12a

A RESOLUTION RECOMMENDING THAT CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE CODE OF ORDINANCES, SUBPART B LAND DEVELOPMENT CODE, CHAPTER 126, ZONING, ARTICLE XIV, SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 2, ACCESSORY STRUCTURES, SUBDIVISION I, IN GENERAL, SECTION 126-852, REQUIREMENTS, AND SECTION 126-853, FRONT YARDS, TO ALLOW ACCESSORY STRUCTURES IN FRONT YARDS EXCEPT ACCESSORY STORAGE STRUCTURES SUBJECT TO FRONT SETBACK REQUIREMENTS WITH LIMITED EXCEPTIONS; AND DIVISION 3, BUILDING AND AREA REQUIREMENTS, SUBDIVISION I, IN GENERAL, SECTION 126-933, MULTIPLE-FRONTAGE LOTS, FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; AND RESCINDING PLANNING COMMISSION RESOLUTION 26-06 IN ITS ENTIRITY.

WHEREAS, Resolution 26-06 was approved by the Planning Commission during a public hearing held March 24, 2026, which had recommended amendments to Section 126-852 and 126-853, Code of Ordinances; staff did not bring the resolution forward to City Council for consideration and therefore it is now to be considered moot; and

WHEREAS, the Planning Commission held a legally and properly advertised public hearing on May 26, 2026, at which the Planning Commission heard and considered comments and recommendations from the Planning Staff and the public pertaining to a draft amendment related to allowing accessory structures in front yards, except accessory storage structures, subject to front setback requirements with limited exceptions; and

WHEREAS, the Planning Commission finds the proposed amendment to be consistent with the Sanibel Plan, as it relates to Objective B9 of Section 3.6.2. Future Land Use Element, for continued implementation of innovative land development regulations to achieve objectives of the Plan; and

WHEREAS, the Planning Commission may recommend to the City Council amendments to regulations of the Land Development Code, in accordance with the standards set forth in Land Development Code Section 82-241.

NOW, THEREFORE, BE IT RESOLVED, the Planning Commission finds the proposed amendments to the Land Development Code attached hereto as Exhibit A, are consistent with the Sanibel Plan, meet the above-referenced requirements, and recommends that the City Council adopt said amendments in the form of an ordinance. The Planning Commission also hereby rescinds Resolution 26-06 in its entirety.

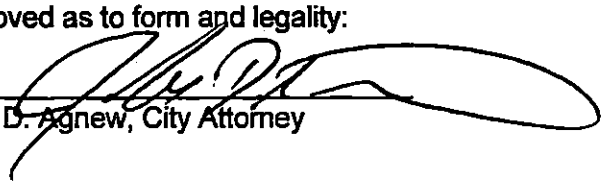
PASSED IN OPEN AND REGULAR SESSION OF THE PLANNING COMMISSION OF THE CITY OF SANIBEL, FLORIDA, THIS 26TH DAY OF MAY 2026.

Attest:

Scotty Lynn Kelly, City Clerk

Paul Nichols, Chair

Approved as to form and legality:



John D. Agnew, City Attorney

Date filed with City Clerk: 5/29/26

Vote of Commission Members:

Nichols	Aye
Steiner	Aye
Burns	Absent
Colter	Aye
Schopp	Aye
Sergeant	Aye
Welch	Aye

EXHIBIT A OF RESOLUTION

Agenda Item
Meeting of

CITY OF SANIBEL
ORDINANCE 26-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES, SUBPART B LAND DEVELOPMENT CODE, CHAPTER 126, ZONING, ARTICLE XIV, SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 2, ACCESSORY STRUCTURES, SUBDIVISION I, IN GENERAL, SECTION 126-852, REQUIREMENTS, AND SECTION 126-853, FRONT YARDS, TO ALLOW ACCESSORY STRUCTURES IN FRONT YARDS EXCEPT ACCESSORY STORAGE STRUCTURES SUBJECT TO FRONT SETBACK REQUIREMENTS WITH LIMITED EXCEPTIONS; AND DIVISION 3, BUILDING AND AREA REQUIREMENTS, SUBDIVISION I, IN GENERAL, SECTION 126-933, MULTIPLE-FRONTAGE LOTS, FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

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DIVISION 2. – ACCESSORY STRUCTURES

Subdivision I – IN GENERAL

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(c) Front yard setbacks. All accessory structures shall comply with front yard setback requirements for a principal structure, except as follows:

(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;

(5) Signs in accordance with chapter 106; and

(6) Little-libraries, not to exceed 6 feet in overall height with the box dimensions of 25 inches high by 36 inches wide by 18 inches deep, may be mounted upon a post or other structure no larger than the minimum size necessary to safely and securely support the receptacle, but may contain or include minor decorative or design features which are in harmony with the character and ambiance of the neighborhood in which the receptacle is located and which do not pose a threat to traffic safety and visibility.

(d) *Side and rear yard setbacks.* Accessory ~~buildings and~~ structures shall comply with the side and rear yard setback requirements for a principal structure, except as follows:

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(3) Within conservation lands, boardwalks, dune walkovers, trails, or observation platforms/towers.
(4) Driveways proposed to cross an open body of water where the crossing is the minimum necessary to provide access to the principal use of the lot and where the hydrological connection will not be disrupted.
(5) De minimis impacts pursuant to section 86-45(c).

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(b) Non-elevated accessory storage buildings shall comply with size and area limitations described in Section 94-133.

. . .

DIVISION 3. – BUILDING AND AREA REQUIREMENTS

. . .

Subdivision I. – In General

. . .

Sec. 126-933. – Multiple-frontage lots.

Where a lot is bounded by more than one street, the front yard setback requirement shall be met on each abutting street; provided, however, that on lots ~~qualifying under the "existing parcels" provision (section 86-92)~~ which are of insufficient, width or depth to meet this requirement, the principal structure may project as close to the abutting side or rear street as one-half the setback requirement.

AGENDA MEMORANDUM ***City Clerk***

City Council Meeting Date: June 16, 2026

To: City Council

From: Scotty Lynn Kelly, FCPC, MMC
City Clerk

Date: June 9, 2026

SUBJECT: Discussion regarding the City Council Liaison List Appointments for School Related Organizations and the Florida League of Cities Policy Committees

BACKGROUND:

School Related Organizations:

Given the interconnected nature of the Sanibel School PTA, Sanibel School Fund, and Lee County School District, Council may wish to consolidate these liaison assignments into a single School Liaison position with a designated alternate. An additional option is to keep them separate while appointing the same liaison and alternate to both.

Florida League of Cities Policy Committee Appointments:

At the April 2026 Organizational Meeting, Council directed that appointments to the Florida League of Cities (FLC) Policy Committees be brought back for consideration at a future meeting. With committee registration now open, Council may wish to designate representatives to serve on the various 2026-2027 FLC Policy Committees. The deadline for application submission is August 17, 2026.

The 2026-2027 meeting schedule is as follows:

October 9, 2026, 10:00 a.m. – 2:00 p.m., Hilton Orlando, 6001 Destination Parkway, Orlando, FL

November 13, 2026, 10:00 a.m. – 2:00 p.m., Hilton Orlando, 6001 Destination Parkway, Orlando, FL

December 3, 2026, 10:00 a.m. – 12:00 p.m. during FLC Legislative Conference at the Renaissance Orlando at SeaWorld, 6677 Sea Harbor Drive, Orlando, FL

August 19, 2027, during FLC Annual Conference at the Hilton Orlando, 6001 Destination Parkway, Orlando, FL

RECOMMENDED ACTION:

Discussion and direction.

City Council Liaisons
Consideration June 16, 2026

City of Sanibel Boards, Committees and Commissions	2026 Representative
Planning Commission *meets 9 a.m. on the 2nd and 4th Tuesday of each month	Liaison – Mayor Miller Alt. – Councilmember DeBruce

Organizations City Provides Annual Funding	2026 Representative
BIG ARTS	Liaison – Vice Mayor Henshaw
Community Housing and Resources Board (CHR) and Coast & Inland Community Land Trust (CHR)	Liaison – Councilmember Johnson Alt. – Councilmember DeBruce
Historical Museum and Village Inc.	Liaison – Vice Mayor Henshaw Alt. – Councilmember Smith

Island Wide Boards and Committees	2026 Representative
Sanibel Captiva Chamber of Commerce – Intergovernmental Affairs Committee	Liaison – Mayor Miller Alt. – Vice Mayor Henshaw

City Council Liaisons
Consideration June 16, 2026

Regional	2026 Representative	
Coastal Heartland National Estuary Partnership (CHNEP) Policy Committee	Liaison – Mayor Miller	
Horizon Council	Liaison - Councilmember Smith	
Lee County Coalition of Mayors	Liaison - Mayor Miller	
Lee County Causeway - Emergency Passage and Disaster Planning; Lee County Causeway – Tolls	Liaison – Mayor Miller	
Sanibel School PTA/PTO; Sanibel School Fund	Liaison – Councilmember DeBruce Alt. – Councilmember Henshaw	Liaison – Alt. –
Lee County School District *Separated from Sanibel School PTA/PTO; School Fund 7/16/23	Liaison – Vice Mayor Smith Alt. – Councilmember DeBruce	Liaison – Alt. –
Metropolitan Planning Organization (MPO) and Metropolitan Planning Organization Executive Committee (MEC)	Liaison – Mayor Miller Alt. – Councilmember Johnson	
Tourist Development Council (TDC)	Liaison – Councilmember Smith	

Lee County Recovery Task Force	2026 Representative
Lee County Recovery Task Force – Resilient Lee Representative selected by Lee County	Vice Mayor Smith *To revisit if Task Force reconvenes

City Council Liaisons
Consideration June 16, 2026

National, State & Local Leagues and Conferences	2025 Representative	2026 Representative
United States Conference of Mayors	Mayor Miller	Mayor Miller
National League of Cities Voting Delegate	Vice Mayor Smith	Councilmember Smith
Florida League of Cities (FLC) Voting Delegate *Voting member for Legislative Conference in August	Vice Mayor Smith	Councilmember Smith
FLC At-Large Member Legislative Committee *Appointed by the League President	Vice Mayor Smith	Councilmember Smith
FLC Legislative Policy Committee: Utilities, Natural Resources & Public Works Committee *Appointments Announced in July/August	Councilmember Johnson	
FLC Legislative Policy Committee: Development, Code Compliance, and Redevelopment Committee *Appointments Announced in July/August	Councilmember DeBruce	
FLC Legislative Policy Committee: Municipal Operations Committee *Appointments Announced in July/August	City Staff – Dana Souza	
FLC Legislative Policy Committee: Finance and Taxation Committee *Appointments Announced in July/August	Mayor Miller	
FLC Legislative Policy Committee: Intergovernmental Relations, Mobility and Emergency Management Committee *Appointments Announced in July/August	Councilmember Henshaw	

City Council Liaisons
Consideration June 16, 2026

National, State & Local Leagues and Conferences	2026 Representative
FLC Mayor's Round table	Mayor Miller
Florida League of Cities Federal Strike Team (FAST) *Appointed by the League President	Councilmember Smith
Florida Municipal Loan Council (FMLC) *Appointed by the League President	Councilmember Smith
Florida Municipal Pension Trust Fund (FMPTF) (3-year term) (2-term limit)	Mayor Miller *1st year, 1st term
Florida Municipal Insurance Trust (FMIT) Board of Directors (3-year term) (2-term limit)	Councilmember Johnson *1st year, 2nd term
Southwest Florida League of Cities (SWFLC) *Succession in leadership role	Councilmember Smith

AGENDA MEMORANDUM
Public Works Department

City Council Regular Meeting Date: June 16, 2026

To: City Council

From: Oisin Dolley, City Engineer

Date: June 8, 2026

SUBJECT: Public Works Review of Council Ranking of 2024 SUP Master Plan Extension and Enhancements

BACKGROUND: City Council accepted the 2024 update to the Shared Use Path Master Plan at their June 4, 2024, meeting and directed that Parks and Recreation Advisory Committee (PARC) prepare a priority list of path extensions and enhancements based on the recommendations of the report. At the April 24, 2025 and May 15, 2025 PARC meetings, members were provided the master plan document along with the appendices that detail the suggested extensions and enhancement. At the August 19, 2025 City Council Meeting, the PARC rankings were evaluated by City Council and Council identified their top five projects that Public Works should evaluate based on implementation feasibility.

Public Works staff have done a preliminary evaluation of the feasibility for each of the five Council ranked projects. The summary of these rankings is shown in the attached chart along with notes from Public Works staff including a preliminary feasibility ranking. Public Works staff have identified the Wildlife Drive to Sanibel Captiva Road extension to be the most feasible of the five projects. Public Works is proposing to have an engineering firm design this extension to be funded as a future CIP project. Project could be funded by impact fees.

FUNDING SOURCE: N/A

RECOMMENDED ACTION: Request Public Works staff to solicit a proposal from an engineering firm to design the extension of the SUP from Wildlife Drive to Sanibel Captiva Road

Project Name	Suggested Extension	PARC Ranking May 15, 2025	Council Ranking (August 19, 2025)	PW Notes	PW Feasibility Ranking (April 14, 2026)
New Path Connection, Casa Ybel Rd to Main St	Provide a new SUP connection along the south side of Periwinkle Way, behind the businesses, between Casa Ybel Rd and Main St.	1	1	Would require easements over private properties (around 11) and there would be some environmental/wetland concerns to evaluate due to proximity to Sanibel Slough.	5
Rabbit Rd, W. Gulf Dr to Sanibel Captiva Rd	Provide SUP connection directly along Rabbit Rd between W. Gulf Dr and Sanibel Captiva Rd.	4	3	ROW needs to be evaluated to determine space availability. East side has 3 lift stations alongside road as well as a major drainage area. Possible environmental/wetland concerns to evaluate.	4
Periwinkle Way, Lighthouse Beach Park entrance to Lighthouse Park Fishing Pier Parking Lot	Extend the SUP from the Lighthouse Beach Park entrance to the Fishing Pier parking lot.	5	5	City owned property which is positive. Best to be incorporated into full park redesign. Possible future TDC funded project.	2
W. Gulf Dr, Rabbit Rd to Dingman Dr	Extend SUP west along W. Gulf Dr from where it curves at Surf Sound Ct.	9	4	While ROW space may exist. Residents on West Gulf drive had negative response to this proposal in the past. There were some negative sticky notes at last Sanibel Plan open house stating path shouldn't go past Rabbit Road.	3
Wildlife Drive to Sanibel Captiva Rd	Add SUP from Ding Darling Exit to SUP at Sanibel Captiva Rd	1	2	Would need to evaluate space in ROW. Drainage ditch along southern portion of Wildlife drive would need to be accessed. Appears an 8 foot SUP would fit with potential for Bike Lanes past Wulfert Road if ROW is limited by utility poles. May involve shifting existing road alignment.	1

Park & Recreation Advisory Committee Ranking of 2024 Shared Use Path Master Plan Extensions and Enhancements

Park & Recreation Advisory Committee Ranking of 2024 Shared Use Path Master Plan Extensions

PARC Ranking Sheet - Suggested SUP EXTENSIONS (April 24, 2025 Mtg)

On/From/To	Suggested Extension	Committee Member Ranking	Notes
New Path Connection, Casa Ybel Rd to Main St	Provide a new Path connection along the south side of Periwinkle Way, behind the businesses, between Casa Ybel Rd and Main St.	1	
New Path Connection, Dunlop Rd to Dixie Beach Blvd	Provide a new Path connection connecting Dunlop Rd to Dixie Beach Blvd north of Periwinkle Way.	2	
Periwinkle Way, Dunlop Rd to Bailey Rd	Provide a Path along the north side of Periwinkle Way to improve access to businesses and neighborhoods, and to relieve congestion along the existing Path.	3	
Rabbit Rd, W. Gulf Dr to Sanibel Captiva Rd	Provide Path connection directly along Rabbit Rd between W. Gulf Dr and Sanibel Captiva Rd.	4	
Periwinkle Way, Lighthouse Beach Park entrance to Lighthouse Park Fishing Pier Parking Lot	Extend the Path from the Lighthouse Beach Park entrance to the Fishing Pier parking lot.	5	
Dixie Beach Blvd, Royal Poinciana Dr to San Carlos Bay Dr	Extend the Path along Dixie Beach Blvd from its current terminus to the Parking lot north of San Carlos Bay Dr.	6	
Bailey Rd, S. of Bay Dr to Bay Shore Dr	Extend the existing Path along Bailey Rd from its current terminus to the parking lot on Bay Shore Dr.	7	
Algiers Lane, East of Camino Del Mar to Gulfside City Park Parking Lot	Extend the Path along the east side of Algiers Ln from its current terminus/where it turns through the park to the Gulfside City Park parking lot.	8	
W. Gulf Dr, Rabbit Rd to Dingman Dr	Extend Path west along W. Gulf Dr from where it curves at Surf Sound Ct.	9	
~~New Path Connection, Dixie Beach Blvd to Bailey Rd~~	~~Provide a new Path connection between Dixie Beach Blvd and Bailey Rd within the Royal Poinciana Dr and Bay Dr corridors.~~	~~10~~	
Tarpon Bay Rd, Sanibel Captiva Rd to Tarpon Bay Explorers	Extend the Path along Tarpon Bay Rd north of Sanibel Captiva Rd toward the Tarpon Bay Explorers.	11	
**Periwinkle Way, Tarpon Bay Rd to Palm Ridge Rd*	*Provide a Path along the north side of Periwinkle Way between Tarpon Bay Rd and Palm Ridge Rd.*	*N/A*	**Completed (Funded by impact funds)*
**Palm Ridge Rd, Periwinkle Way to Tarpon Bay Rd*	*Provide a Path along the west side of Palm Ridge Rd between Periwinkle Way and Tarpon Bay Rd.*	*N/A*	**Completed (Funded by impact funds)*

Intersection	Recommendations from PARC	Committee Member Ranking	Notes
Wildlife Drive to Sanibel Captiva Rd	*Add SUP from Ding Darling Exit to SUP at Sanibel Captiva Rd*	*1*	
Wulfert Rd	*Add SUP from Wulfert Rd at Wildlife Dr into designated end point within The Sanctuary*	*2*	

Shared Use Path Master Plan Update

9. New Path Connection, Casa Ybel Road to Main Street

Description: Provide a new Shared Use Path connection behind the businesses along the south side of Periwinkle Way between Casa Ybel Road and Main Street.

Opportunities: A new Shared Use Path connection south of Periwinkle Way, behind the businesses, could provide an alternative east-west route for scenic and leisure enjoyment and alleviate some Path congestion along a segment of Periwinkle Way that includes a high volume of commercial driveways intersecting with the Path.

Challenges: Further evaluation would be needed to determine if there is available right-of-way, otherwise right-of-way may need to be purchased or easements may need to be obtained. Depending on the alignment there would most likely be environmental impacts as the area is currently covered in heavy vegetation and is adjacent to the Sanibel River.

2. Rabbit Road, West Gulf Drive to Sanibel Captiva Road

Description: Consider providing a Shared Use Path connection directly along Rabbit Road between West Gulf Drive and Sanibel Captiva Road.

Opportunities: Would accommodate pedestrian and bicycle traffic directly along Rabbit Road. As an alternative to providing a Shared Use Path, on-street bicycle facilities could be explored as an option to better accommodate bicycle travel along Rabbit Road.

Challenges: Limited right-of-way and while further evaluation would be needed, accommodating a Shared Use Path may have significant drainage and environmental impacts, especially if located along the east side of Rabbit Road.

13. Periwinkle Way, Lighthouse Beach Park entrance to Lighthouse Park Fishing Pier Parking Lot

Description: Consider extending the Shared Use Path from its current terminus at the Lighthouse Beach Park entrance north toward the Lighthouse Park Fishing Pier parking lot.

Opportunities: Provide enhanced connectivity and safe access to the northern amenities of Lighthouse Park including the Sanibel Fishing Pier and additional bike parking facilities.

Challenges: Further evaluation would be needed, but potential significant drainage, utility, and environmental impacts. Periwinkle Way becomes an unpaved roadway approximately 500' north of the Lighthouse Beach Park entrance.

Shared Use Path Master Plan Update

1. West Gulf Drive, Rabbit Road to Dingman Drive

Description: Consider extending the Shared Use Path along West Gulf Drive from its current terminus at Surf Sound Court to the west towards Dingman Drive creates an approximately 1.5 mile extension.

Opportunities: Would provide direct Shared Use Path access to residents west of Rabbit Road along West Gulf Drive.

Challenges: There appears to be sufficient right-of-way along the north side of West Gulf Drive, but further evaluation is needed to determine extent of drainage, utility, and environmental impacts. Further public engagement would be necessary to gauge support for such an improvement, past suggestions of a Path extension along West Gulf Drive have been met with some public opposition and concerns of increased bicycle and pedestrian traffic from residents of nearby neighborhoods.

JN Ding Darling National Wildlife Refuge Road Safety Audit

Prepared by:
Federal Highway Administration
Eastern Federal Lands Highway Division

U.S. Department of Transportation
Federal Highway Administration

Prepared for:
U.S. Fish and Wildlife Service
National Wildlife Refuge System
January 2023

Wildlife Drive Section between "Alligator Bend" and Sanibel-Captiva Road

At the section of Wildlife Drive between the Refuge's exit and Sanibel Captiva Road, the roadway turns from one way to two way. Currently there are many incidents of cyclists going against traffic on this section of roadway, resulting in near misses between vehicles and bikes. It is recommended that the shared-use path be extended from Sanibel Captiva Road to the Refuge exit and it be placed on the south side of the road to avoid the utility poles. Adding this path would require wetlands in field delineation. A preliminary desktop assessment estimates approximately 350 feet of the proposed shared-use path passes through wetlands (see memo in Appendix B). Similar to the path for the Tarpon Bay Road site, it is recommended that the portion of multi-use path within wetlands be constructed as a boardwalk. It is also recommended to refresh centerline pavement markings. To address speeding along this segment, it is recommended that speed humps be installed on both sides ahead of the horizontal curve. Lastly, tree trimming to minimize the tree canopy over the road which creates shadows on the vehicles and cyclists.

AGENDA MEMORANDUM ***City Manager***

City Council Regular Meeting Date: June 16, 2026

To: City Council

From: Dana A. Souza, City Manager

Date: June 11, 2026

SUBJECT: Fiscal Year 2027 City Council Strategic Goals

BACKGROUND: At the June 2, 2026 meeting, suggested amendments to the Environmental Stewardship and Quality of Life Strategic Goals. The revised text for both strategic goals is underlined and highlighted in yellow. There are no changes to the other goals provided below.

FY27 Strategic Goals

Hurricanes Ian, Debby, Helene, Milton Recovery

Manage the island-wide recovery from the effects of Hurricane Ian (2022) and Hurricanes Debby, Helene and Milton (2024) by considering appropriate revisions to the Land Development Code and policies, promoting greater community resilience, minimizing bureaucratic procedures and costs, actively pursuing external funding sources for lost revenue replacement and recovery and mitigation projects, and providing general support of resident and business recovery efforts.

Infrastructure

Focus on infrastructure needs that sustain and protect the island's quality of life, including maintaining and improving roads, pathways, historical structures, bridges, sewer, and stormwater systems, and implementing coastal resiliency initiatives.

Community Resiliency

Build Sanibel's resilience to future threats from natural and manmade events by developing plans and implementing solutions that serve to harden and adapt critical infrastructure and mitigate hazards; promote energy efficiency and the use of reliable renewable energy sources; continually update vulnerability, response, and recovery plans; and promote community engagement concerning storm preparation, building codes, flood protection and the benefits of native vegetation.

Quality of Life

Sustain the safety and well-being of residents, businesses, and visitors by ensuring resources are provided for law enforcement, disaster preparedness, public space beautification, and the delivery of on-island educational, historic, cultural, social, and recreation activities, including the creation of public gathering space in the Town Center area and community amenities that enhance the quality of life for a diverse multi-generational citizenry.

Environmental Stewardship

Lead by example in environmental stewardship to restore, preserve, and enhance our island sanctuary, lead on issues to positively impact local water quality, and support wildlife, land conservation, waste minimization, renewable energy, and provide recurring education on the Sanibel Plan.

Fiscal Health

Maintain and promote fiscal health of the city by providing efficient and transparent service delivery and maintaining appropriate financial policies that ensure appropriate fund balances and diverse revenue streams and maximize grant opportunities to support the City's Strategic Goals.

Customer Service

Manage human capital to deliver responsive and high-quality customer-oriented services by investing in technology, maintaining competitive pay and benefits for city employees, adjusting organizational structures as needed, and communicating public information in an effective and timely manner.

Affordable Housing

Increase the number of on-island and near-island affordable housing units available to Sanibel's workforce and general populations by collaborating with Lee County, the nonprofit sector, the private sector, and the City's housing foundation, in accordance with the Sanibel Plan.

Staff will develop Strategic Objectives during the budget process for City Council review. In addition, staff is currently developing Key Performance Indicators (KPIs) and a performance dashboard that will provide the City Council and the public with ongoing updates on the City's organizational performance relative to those KPIs.

FUNDING SOURCE: N/A

RECOMMENDED ACTION: Discussion. Approve the FY27 Strategic Goals.

AGENDA MEMORANDUM *Public Works Department*

City Council Regular Meeting Date: June 16, 2026

To: City Council

From: Joshua Holler, Superintendent of Streets and Parks

Through: Alfred J. Mittl, P.E., Public Works Director

Date: 05/28/2026

SUBJECT: Fishing Pier Temporary Repairs Pending Full Replacement Project.

Consider approval of a contract with Stokes Marine in the amount of $143,120.66 for Hurricane Ian-related temporary repairs to the Sanibel Fishing Pier and authorize the City Manager to execute the contract.

BACKGROUND: The Sanibel Fishing Pier sustained significant damage as a result of recent hurricanes and coastal storm events and has remained closed to the public since the storm due to safety concerns and the extent of the structural damage. As a valued recreational amenity and important community asset, the City has been actively pursuing both temporary and long-term solutions to restore public access and functionality to the pier.

The proposed temporary repair project will allow the existing pier to safely reopen for public use while the City continues planning and development efforts for a permanent replacement structure. These temporary repairs are intended to extend the operational life of the existing pier and improve public accessibility until construction of the future replacement pier can be completed.

An Advertisement for bids was placed in the April 27,2026 edition of the Fort Myers News-Press and with the City's online bid solicitation service, Euna OpenBid. Bid opening was conducted by City Staff on May 28, 2026 at 2:30 PM in the presence of Brett Schira, Procurement Manager, and Scott Krawczuk, Deputy Public Works Director, Scott Stanley of FFI Contracting, Eric Sammet of Stokes Marine, Vincent Damato of Quantum Marine, Don Jackson of Kelly Brothers, Vilia Kirilinas of Infinite Construction and Jose Villas Fuerte of Villa-Fuerte Construction. There were eleven bids submitted with the low bid submitted by Stokes Marine in the amount of $143,120.66 as shown in the attached Bid Tabulation.

Funding for the temporary repair project is being provided through generous community donations collected by the Fishing Pier Committee, demonstrating the community's continued support and commitment to restoring this important public facility.

At the January 13, 2026, City Council meeting, City Council voted to proceed with the City/Community Partnership model for the Sanibel Fishing Pier Phase 1 Repairs Project.

FUNDING SOURCE: Below is a summary of the funding required for this project.

Funding Summary	Amount
Design Cost	($30,000.00)
Construction Project Cost	($118,120.66)
Contingency	($25,000.00)
Fishing Pier Committee Donations (as of 6/9/2026)	$223,461.89
Remaining Donated Funds	**$50,341.20**

RECOMMENDED ACTION: Motion to award the Fishing Pier Temporary Repairs Pending Full Replacement Project to Stokes Marine in the amount of $118,120.66, with a contingency allowance of $25,000.00, for a total project cost of $143,120.66, and authorize the City Manager to execute the contract.

CONTRACT

THIS CONTRACT, made this _____ day of _____, **2026** by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and Stokes Marine, Inc. a Florida profit corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, OWNER and CONTRACTOR hereby agree as follows:

1. The CONTRACTOR will commence and complete the construction which includes:

   Fishing Pier Temporary Repairs Pending Full Replacement, as described in the CONTRACT DOCUMENTS (the "WORK")

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the WORK.

3. The CONTRACTOR will commence the WORK within 10 calendar days after date of the NOTICE TO PROCEED and will complete the same within **FORTRYFIVE (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 in accordance with the CONTRACT DOCUMENTS for the sum of **$143,120.66** said amount being the total **unit price sum** as listed on the Contractor's proposal form as submitted for this project.

5. The term "CONTRACT DOCUMENTS" means and includes the following, all of which are incorporated herein and made part of the CONTRACT:

   A. **Specifications for Temporary Fishing Pier Repairs Pending Full Replacement project (ITB-BP-0-2026/JH), dated April 27, 2026, including, without limitation, all General Specifications, all General Conditions, Special Provision, Technical Specifications, and Attachments**
   B. **Addendum No's. 1 through 5 to ITB-BP-0-2026/JH, including, without limitation, general description, updated plans, DEP Permit Number 0133001-002 EE**
   C. CONTRACTOR'S Proposal in response to **ITB-BP-0-2026/JH**
   D. This CONTRACT
   E. Performance and Payment Bond
   F. Notice of Award
   G. Notice to Proceed
   H. Change Order(s)

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. The CONTRACT DOCUMENTS embody the entire agreement of CONTRACTOR and OWNER regarding the Work. No deviation from the CONTRACT DOCUMENTS will be allowed, honored or compensated unless accompanied by a fully executed change order.

8. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns; however, CONTRACTOR shall not assign or otherwise

transfer its rights, duties or obligations under this CONTRACT without prior written consent of OWNER.

9. The OWNER is a public agency subject to Chapter 119, Florida Statutes, the Public Records Law. As a CONTRACTOR or service provider to OWNER, CONTRACTOR is also subject to the Public Records Law pursuant to Section 119.0701, Florida Statutes, and shall comply with Florida's Public Records Law. Unless specifically exempted by Florida law, in whole or part, the CONTRACTOR shall:

   (a) Keep and maintain public records required by the OWNER in order to perform the service. This shall include all records relating to CONTRACTOR's services provided to the OWNER and includes "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission."

   (b) Upon request from the OWNER's custodian of public records, provide the OWNER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

   (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the OWNER.

   (d) Upon completion of the contract, transfer, at no cost to the OWNER, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the OWNER to perform the service. If the CONTRACTOR transfers all public records to the OWNER upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OWNER, upon request from the OWNER's custodian of public records, in a format that is compatible with the information technology systems of the OWNER.

   As required by Section 119.0701(2)(a), the following contact information is provided to the CONTRACTOR in the format required by statute:

   IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

   SANIBEL CITY CLERK
   800 DUNLOP ROAD
   SANIBEL, FLORIDA 33957
   (239) 472-3700
   scotty.kelly@mysanibel.com

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)

ATTEST _____

Name _____

Title _____

OWNER: _____

By _____

Name _____

Title _____

(SEAL)

ATTEST _____

Name _____

Title _____

CONTRACTOR: Stokes Marine, Inc.

By _____

Name _____

Title _____

Email _____

Approved as to form

_____

City Attorney

CITY OF SANIBEL
FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

BID TABULATION
May 28, 20206 @ 2:30p.m.

			VENDORS:	Stokes Marine, Inc.		Superior Builders Group, Inc.		Kelly Brothers, Inc.	
Item No.	Quantity	Unit	Description	Unit Price $ (Figures)	Extended Price $ (Figures)	Unit Price $ (Figures)	Extended Price $ (Figures)	Unit Price $ (Figures)	Extended Price $ (Figures)
1	1	LS	Mobilization/Demobilization (Max 5%)	$ 6,480.00	$ 6,480.00	$ 5,500.00	$ 5,500.00	$ 7,494.51	$ 7,494.51
2	664	SF	Deck Demolition	$ 11.21	$ 7,443.44	$ 4.57	$ 3,034.48	$ 62.98	$ 41,818.72
3	398	LF	Pressure Treated Lumber 3" x 12" 2.5 PCF CCA (Rough Cut)	$ 23.49	$ 9,349.02	$ 20.48	$ 8,151.04	$ 34.00	$ 13,532.00
4	104	LF	Pressure Treated Lumber 3" x 16" 2.5 PCF CCA (Rough Cut)	$ 73.75	$ 7,670.00	$ 40.42	$ 4,203.68	$ 69.00	$ 7,176.00
5	427	LF	6" X 6" Posts/Piles 0.60 PCF ACQ (Dimensional)	$ 34.00	$ 14,518.00	$ 32.83	$ 14,018.41	$ 41.00	$ 17,507.00
6	872	SF	Tandeck 2x6 Decking	$ 28.80	$ 25,113.60	$ 72.49	$ 63,211.28	$ 32.00	$ 27,904.00
7	465	**LF**	Tandeck 2X8 Top Rail	$ 22.38	$ 10,406.70	$ 21.70	$ 10,090.50	$ 23.00	$ 10,695.00
8	**612**	**LF**	Tandeck 2X6 Side Railing	$ 26.16	$ 16,009.92	$ 10.98	$ 6,719.76	$ 23.00	$ 14,076.00
9	1	**LS**	Existing Railing Hardware Inspection & Tighten All Hardware	$ 2,320.00	$ 2,320.00	$ 2,034.00	$ 2,034.00	$ 2,618.00	$ 2,618.00
10	1	**LS**	Existing Hardware Replacement	$ 3,720.00	$ 3,720.00	$ 2,284.00	$ 2,284.00	$ 3,913.00	$ 3,913.00
11	1	**LS**	Materials (Fasteners, Straps, Bolts, Screws, etc.. - 316 Stainless Steel)	$ 8,460.00	$ 8,460.00	$ 16,222.99	$ 16,222.99	$ 20,461.00	$ 20,461.00
12	1	**LS**	Owner's Contingency	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
13	**32**	**LF**	**Pressure Treated Lumber "2x8" 2.5 PCF**	$ 110.00	$ 3,520.00	$ 57.27	$ 1,832.64	$ 209.00	$ 6,688.00
14	**51**	**LF**	**Aluminum Grabrail**	$ 60.98	$ 3,109.98	$ 44.12	$ 2,250.12	$ 123.00	$ 6,273.00
			PROJECT TOTALS:		**$ 143,120.66**		**$ 164,552.90**		**$ 205,156.23**

CITY OF SANIBEL
FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

BID TABULATION
May 28, 20206 @ 2:30p.m.

			VENDORS:	Quantum Marine Construction, LLC.		Infinite Construction, LLC.		Villa-Fuerte Construction, LLC.	
Item No.	Quantity	Unit	Description	Unit Price $ (Figures)	Extended Price $ (Figures)	Unit Price $ (Figures)	Extended Price $ (Figures)	Unit Price $ (Figures)	Extended Price $ (Figures)
1	1	LS	Mobilization/Demobilization (Max 5%)	$ 8,832.00	$ 8,832.00	$ 10,250.00	$ 10,250.00	$ 12,098.00	$ 12,098.00
2	664	SF	Deck Demolition	$ 15.00	$ 9,960.00	$ 22.88	$ 15,192.32	$ 35.00	$ 23,240.00
3	398	LF	Pressure Treated Lumber 3" x 12" 2.5 PCF CCA (Rough Cut)	$ 50.00	$ 19,900.00	$ 31.28	$ 12,449.44	$ 55.00	$ 21,890.00
4	104	LF	Pressure Treated Lumber 3" x 16" 2.5 PCF CCA (Rough Cut)	$ 70.00	$ 7,280.00	$ 104.67	$ 10,885.68	$ 55.00	$ 5,720.00
5	427	LF	6" X 6" Posts/Piles 0.60 PCF ACQ (Dimensional)	$ 90.00	$ 38,430.00	$ 61.91	$ 26,435.57	$ 55.00	$ 23,485.00
6	872	SF	Tandeck 2x6 Decking	$ 45.00	$ 39,240.00	$ 47.12	$ 41,088.64	$ 35.00	$ 30,520.00
7	465	**LF**	Tandeck 2X8 Top Rail	$ 45.00	$ 20,925.00	$ 29.42	$ 13,680.30	$ 35.00	$ 16,275.00
8	**612**	**LF**	Tandeck 2X6 Side Railing	$ 40.00	$ 24,480.00	$ 19.24	$ 11,774.88	$ 35.00	$ 21,420.00
9	1	**LS**	Existing Railing Hardware Inspection & Tighten All Hardware	$ 4,500.00	$ 4,500.00	$ 9,600.00	$ 9,600.00	$ 15,000.00	$ 15,000.00
10	1	**LS**	Existing Hardware Replacement	$ 5,000.00	$ 5,000.00	$ 9,600.00	$ 9,600.00	$ 20,000.00	$ 20,000.00
11	1	**LS**	Materials (Fasteners, Straps, Bolts, Screws, etc.. - 316 Stainless Steel)	$ 5,000.00	$ 5,000.00	$ 25,434.00	$ 25,434.00	$ 30,000.00	$ 30,000.00
12	1	**LS**	Owner's Contingency	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
13	**32**	**LF**	**Pressure Treated Lumber "2x8" 2.5 PCF**	$ 45.00	$ 1,440.00	$ 195.50	$ 6,256.00	$ 55.00	$ 1,760.00
14	**51**	**LF**	**Aluminum Grabrail**	$ 95.00	$ 4,845.00	$ 243.92	$ 12,439.92	$ 150.00	$ 7,650.00
			PROJECT TOTALS:		**$ 214,832.00**		**$ 230,086.75**		**$ 254,058.00**

CITY OF SANIBEL
FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

BID TABULATION
May 28, 20206 @ 2:30p.m.

			VENDORS:	Underwater Engineering Services, Inc.		WB Williamson Bros, Inc.		Florida Marine Contracting & Recovery, LLC	
Item No.	Quantity	Unit	Description	Unit Price $ (Figures)	Extended Price $ (Figures)	Unit Price $ (Figures)	Extended Price $ (Figures)	Unit Price $ (Figures)	Extended Price $ (Figures)
1	1	LS	Mobilization/Demobilization (Max 5%)	$ 13,264.00	$ 13,264.00	$ 14,314.71	$ 14,314.71	$ 11,000.00	$ 11,000.00
2	664	SF	Deck Demolition	$ 40.00	$ 26,560.00	$ 84.72	$ -	$ 42.00	$ 27,888.00
3	398	LF	Pressure Treated Lumber 3" x 12" 2.5 PCF CCA (Rough Cut)	$ 31.50	$ 12,537.00	$ 20.35	$ 8,099.30	$ 15.00	$ 5,970.00
4	104	LF	Pressure Treated Lumber 3" x 16" 2.5 PCF CCA (Rough Cut)	$ 143.00	$ 14,872.00	$ 97.35	$ 10,124.40	$ 20.00	$ 2,080.00
5	427	LF	6" X 6" Posts/Piles 0.60 PCF ACQ (Dimensional)	$ 79.00	$ 33,733.00	$ 14.05	$ 5,999.35	$ 12.00	$ 5,124.00
6	872	SF	Tandeck 2x6 Decking	$ 29.00	$ 25,288.00	$ 32.19	$ 28,069.68	$ 23.50	$ 20,492.00
7	465	**LF**	Tandeck 2X8 Top Rail	$ 54.00	$ 25,110.00	$ 16.41	$ 7,630.65	$ 26.00	$ 12,090.00
8	**612**	**LF**	Tandeck 2X6 Side Railing	$ 46.50	$ 28,458.00	$ 18.37	$ 11,242.44	$ 24.00	$ 14,688.00
9	1	**LS**	Existing Railing Hardware Inspection & Tighten All Hardware	$ 2,455.00	$ 2,455.00	$ 50,404.63	$ 50,404.63	$ 36,769.00	$ 36,769.00
10	1	**LS**	Existing Hardware Replacement	$ 100.00	$ 100.00	$ 50,404.63	$ 50,404.63	$ 63,694.00	$ 63,694.00
11	1	**LS**	Materials (Fasteners, Straps, Bolts, Screws, etc.. - 316 Stainless Steel)	$ 34,357.00	$ 34,357.00	$ 50,404.63	$ 50,404.63	$ 41,000.00	$ 41,000.00
12	1	**LS**	Owner's Contingency	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
13	**32**	**LF**	**Pressure Treated Lumber "2x8" 2.5 PCF**	$ 251.00	$ 8,032.00	$ -	$ -	$ 25.00	$ 800.00
14	**51**	**LF**	**Aluminum Grabrail**	$ 86.00	$ 4,386.00	$ -	$ -	$ 55.00	$ 2,805.00
			PROJECT TOTALS:		**$ 254,152.00**		**$ 261,694.42**		**$ 269,400.00**

CITY OF SANIBEL
FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

BID TABULATION
May 28, 20206 @ 2:30p.m.

			VENDORS:	Earth Tech Enterprises, Inc.		FFI Contracting Services	
Item No.	Quantity	Unit	Description	Unit Price $ (Figures)	Extended Price $ (Figures)	Unit Price $ (Figures)	Extended Price $ (Figures)
1	1	LS	Mobilization/Demobilization (Max 5%)	$ 14,000.00	$ 14,000.00	$ 18,000.00	$ 18,000.00
2	664	SF	Deck Demolition	$ 40.66	$ 26,998.24	$ 40.63	$ 26,978.32
3	398	LF	Pressure Treated Lumber 3" x 12" 2.5 PCF CCA (Rough Cut)	$ 133.16	$ 52,997.68	$ 136.90	$ 54,486.20
4	104	LF	Pressure Treated Lumber 3" x 16" 2.5 PCF CCA (Rough Cut)	$ 211.53	$ 21,999.12	$ 240.38	$ 24,999.52
5	427	LF	6" X 6" Posts/Piles 0.60 PCF ACQ (Dimensional)	$ 70.25	$ 29,996.75	$ 100.70	$ 42,998.90
6	872	SF	Tandeck 2x6 Decking	$ 48.16	$ 41,995.52	$ 51.60	$ 44,995.20
7	465	LF	Tandeck 2X8 Top Rail	$ 43.01	$ 19,999.65	$ 47.00	$ 21,855.00
8	612	LF	Tandeck 2X6 Side Railing	$ 26.14	$ 15,997.68	$ 32.67	$ 19,994.04
9	1	LS	Existing Railing Hardware Inspection & Tighten All Hardware	$ 7,000.00	$ 7,000.00	$ 5,000.00	$ 5,000.00
10	1	LS	Existing Hardware Replacement	$ 13,000.00	$ 13,000.00	$ 14,193.00	$ 14,193.00
11	1	LS	Materials (Fasteners, Straps, Bolts, Screws, etc.. - 316 Stainless Steel)	$ 27,000.00	$ 27,000.00	$ 18,014.00	$ 18,014.00
12	1	LS	Owner's Contingency	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
13	32	LF	Pressure Treated Lumber "2x8" 2.5 PCF	$ 165.62	$ 5,299.84	$ 218.75	$ 7,000.00
14	51	LF	Aluminum Grabrail	$ 150.00	$ 7,650.00	$ 117.64	$ 5,999.64
			PROJECT TOTALS:		$ 308,934.48		$ 329,513.82

CITY OF SANIBEL
MEETING MINUTES: BID OPENING
May 28, 2026 at 2:30 p.m.

Fishing Pier Temporary Repairs Pending Full Replacement

MEETING START TIME: 2:30

MEETING END TIME: 2:47

LOCATION: City Hall Finance office

NUMBER OF ATTENDEES (SEE SIGN IN SHEET FOR NAMES):

MEETING MINUTES:

11 Bids Received with a low bid of $143,080.00 from Stokes Marine

CITY OF SANIBEL
BID RESULTS

Fishing Pier Temporary Repairs Pending Full Replacement

May 28, 2026 at 2:30 p.m.

No.	Name	Bid Included		Bond	Addendums
1	Villa - Fuerte Constr. LLC	254,058.00		✓	✓
2	Stokes Marine	143,080		✓	✓
3	Infinite Construction	230,086.75		✓	✓
4	FFI Contracting Services	329,530.00		✓	✓
5	Quantum Marine Constr.	214,847.00		✓	✓
6	Florida Marine Contr.	269,400.00		✓	✓
7	WB Williamson Brothers	311,294.20		✓	✓
8	Underwater Eng. Services	254,152.00		✓	✓
9	Kelly Brothers	205,156.23		✓	✓
10	Earth tech Enterprises	308,950.00		✓	✓
11	Superior Building Group	164,553.51		✓	✓
12					
13					
14					
15					

CITY OF SANIBEL
SIGN-IN SHEET: BID OPENING
May 28, 2026 at 2:30 p.m.

Fishing Pier Temporary Repairs Pending Full Replacement

No.	Name	Organization	Telephone
1	Brett Schirg	City of Sanibel	239-472-3700
2	Scott Stanley	FFI Contracting	3364034810
3	ERIC SAMMET	STOKES MARINE INC	239-489-3625
4	Vincent DAmato	Quantum Marine Const.	239-989-8495
5	DOM JACKSON	Kelly Brothers	239-482-7300
6	VILIA KIRILINAS	Infinite Construction	239.826.6521
7	Scott Krawczuk	City of Sanibel	239-472-6397
8	José Villafuerte	Villa-Fuerte Construction	863-444-0143
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PROPOSAL

CITY OF SANIBEL, FLORIDA

Fishing Pier Temporary Repairs Pending Full Replacement

May 28, 2026 @ 2:30PM

TO: CITY OF SANIBEL
Public Works Department
800 Dunlop Rd.
SANIBEL, FLORIDA 33957

Pursuant to the advertisement for bids, the undersigned having read the Specifications and examined the Drawings prepared by the City of Sanibel for the **Fishing Pier Temporary Repairs Pending Full Replacement** in the City of Sanibel, Florida, and having inspected the site of work and conditions affecting and governing same, hereby proposes to provide all materials, and all equipment, tools, etc., and to perform all labor necessary for the installation as specified and described in said Specifications.

The Total Bid Price for the work based on the summation of the extensions of the unit prices on the attached itemized proposal (P-3) is:

One hundred Forty three thousand, eighty Dollars ($ 143,080)
(written)

TIME OF COMPLETION

The undersigned further agrees to complete the furnishings and construction of such work, ready for continuous and satisfactory operation in all respects, within **Forty-five (45)** calendar days of the Notice to Proceed.

TIME OF VALIDITY

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of ninety (90) days from the date of receiving proposals by the City of Sanibel.

BID SECURITY

The undersigned encloses herewith a certified check or cashier's check payable to the City of Sanibel, Florida or a bidder's bond bonding the undersigned and surety to the City of Sanibel, Florida in an amount not less than five percent (5%) of the total bid price as set out above, guaranteeing that the undersigned will enter into contract for the performance of the work if this proposal is accepted. It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of ninety (90) days from the date of receiving proposals by the City of Sanibel, Florida.

ADDENDA

Receipt of Addenda No's. 1-5 is hereby acknowledged.

Respectfully submitted,

Phil LeBo

Contractor

(Individual ✓), (Partnership ___) or (Corporation ___)

(SEAL)

Signed Phil LeBo

Name (print) Phil LeBotillier

Title ESTIMATING / SALES

Address 15955 Pine Ridge Rd

City / State Ft. Myers FL 33908

Telephone 239.489.3625

Fax —

Email Phil@StokesMarine.com

DATE: 5/27/24

NOTE: The legal status of the bidder, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Stokes Marine, Inc.
15955 Pine Ridge Road
Fort Myers, FL 33908

SURETY:
(Name, legal status and principal place of business)
FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240-8424

OWNER:
(Name, legal status and address)
City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

BOND AMOUNT: Five Percent of Bid Amount (5% of Bid Amount) (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Sanibel Pier Temporary Repairs Pending Full Replacement

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of May 2026

Stokes Marine, Inc.
(Principal) *(Seal)*

(Witness)

(Title)

FCCI Insurance Company
(Surety) *(Seal)*

Sally Howard
(Witness)

(Title) Mark D. Pichowski, Attorney-In-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Mark D. Pichowski

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 28th day of May, 2026

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

CITY OF SANIBEL

FISHING PIER TEMPORARY REPAIRS
PENDING FULL REPLACEMENT

BID OPENING
May 28, 2026 @ 2:30 P.M.

PAY ITEMS

Item No.	Quantity	Unit	Description	Unit Price (Words)	Unit Price $ (Figures)	Extended Price $ (Figures)
1	1	LS	Mobilization/Demobilization (Max 5%) + TURBIDITY	Six thousand four hundred eighty	$ 6,480	$ 6,480
2	664	SF	Deck Demolition	Eleven dollars & Twenty one	$ 11.21	$ 7,480
3	398	LF	Pressure Treated Lumber 3" x 12" 2.5 PCF CCA (Rough Cut)	Twenty three dollars & forty nine	$ 23.49	$ 9,350
4	104	LF	Pressure Treated Lumber 3" x 16" 2.5 PCF CCA (Rough Cut)	Seventy three dollars & Seventy Five	$ 73.75	$ 7,670
5	427	LF	6" X 6" Posts/Piles 0.60 PCF ACQ (Dimensional)	Thirty four dollars	$ 34.00	$ 14,520
6	872	SF	Tandeck 2x6 Decking	Twenty eight dollars & Eighty	$ 28.80	$ 25,120
7	465	LF	Tandeck 2X8 Top Rail	Twenty two dollars & thirty eight	$ 22.38	$ 10,410
8	612	LF	Tandeck 2X6 Side Railing	Twenty Six dollars & Sixteen	$ 26.16	$ 16,010
9	1	LS	Existing Railing Hardware Inspection & Tighten All Hardware	Two thousand three hundred twenty	$ 2,320	$ 2,230
10	1	LS	Existing Hardware Replacement IF BROKEN	Three thousand Seven hundred twenty	$ 3,720	$ 3,720
11	1	LS	Materials (Fasteners, Straps, Bolts, Screws, etc.. - 316 Stainless Steel)	Eight thousand four hundred Sixty	$ 8,460	$ 8,460
12	1	LS	Owner's Contingency		$ 25,000.00	$ 25,000.00
13	32	LF	**Pressure Treated Lumber "2x8" 2.5 PCF** WOOD PICKETS	One hundred ten dollars	$ 110	$ 3,520
14	51	LF	Aluminum Grabrail	Sixty dollars & Ninty eight	$ 60.98	$ 3,110
					PROJECT TOTAL	$ 143,080

(Addendum #5)

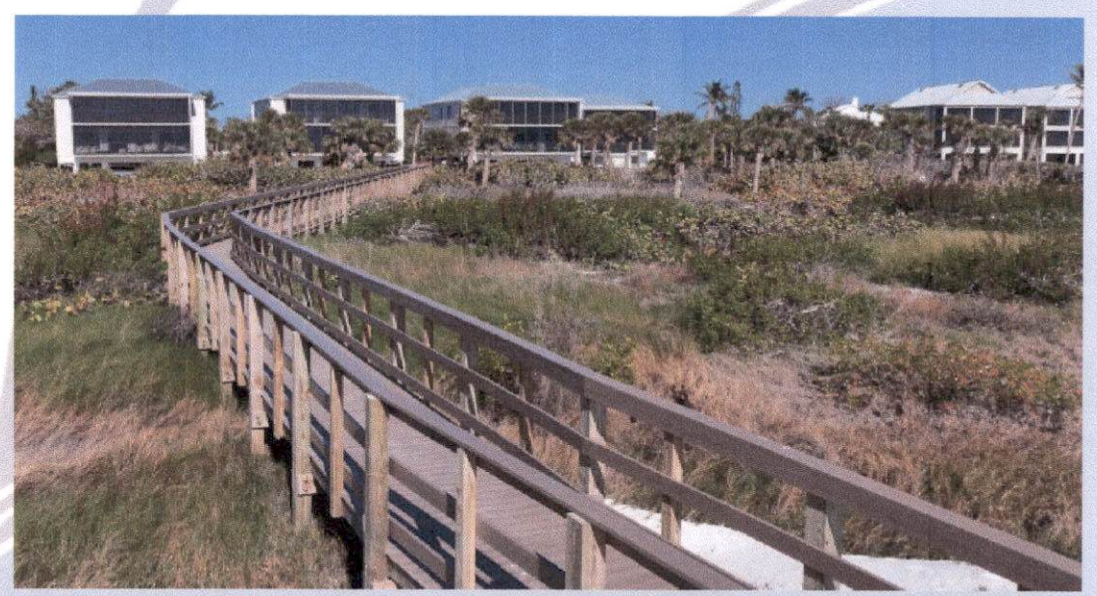
YOUR PREMIER MARINE CONTRACTOR IN SOUTHWEST FLORIDA

15955 Pine Ridge Rd. Fort Myers, FL 33908

PH: 239-489-DOCK (3625)

www.StokesMarine.com

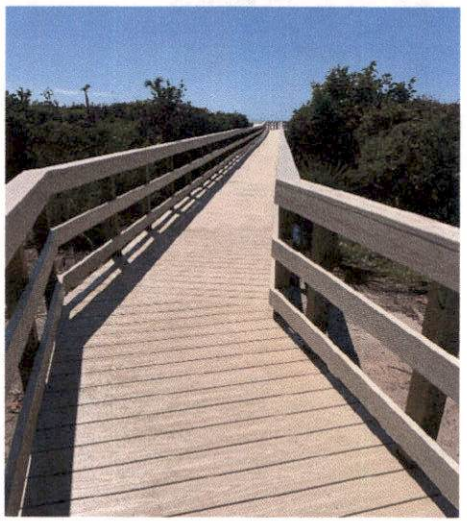
Bandy Beach Condos: 1059 Buttonwood
Sanibel FL 33957 Completion date 5/17/2024 All Piles 6"x6" Post driven to 12' of penetration

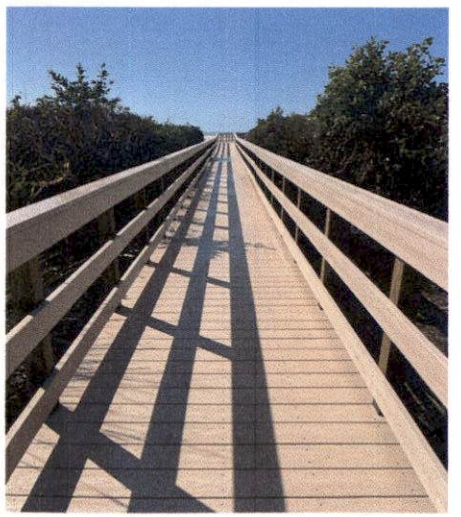


Sandpiper Beach Condos:

1919 olde middle gulf Sanibel FL 33957

Completion date: 3/30/2024

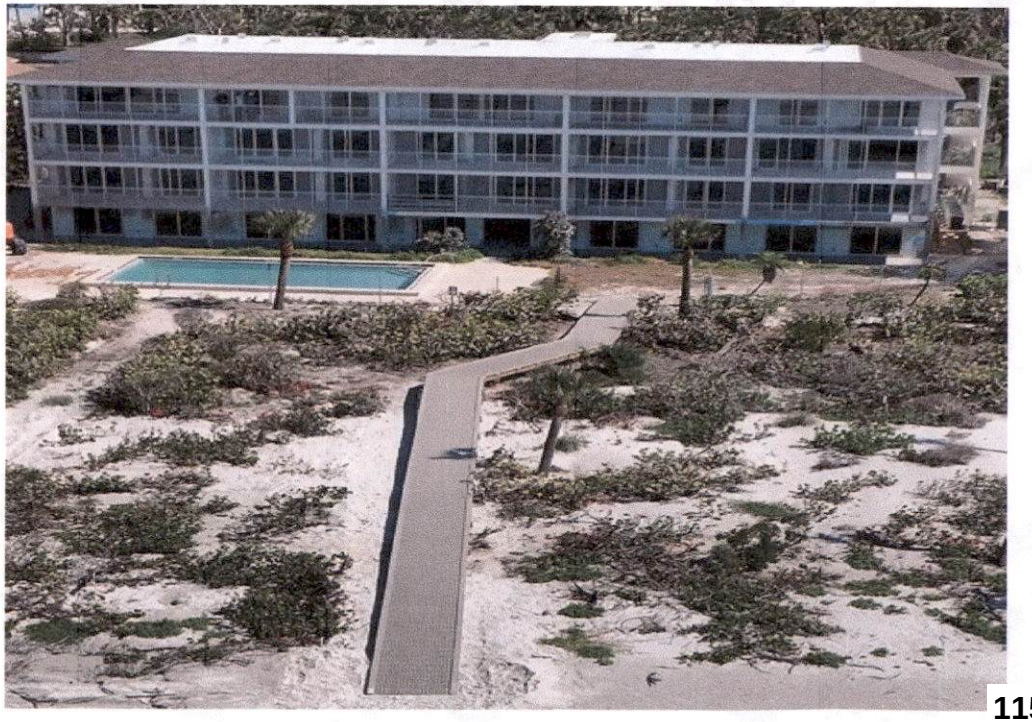




White Sands Condo Association:

2311 West Gulf Drive

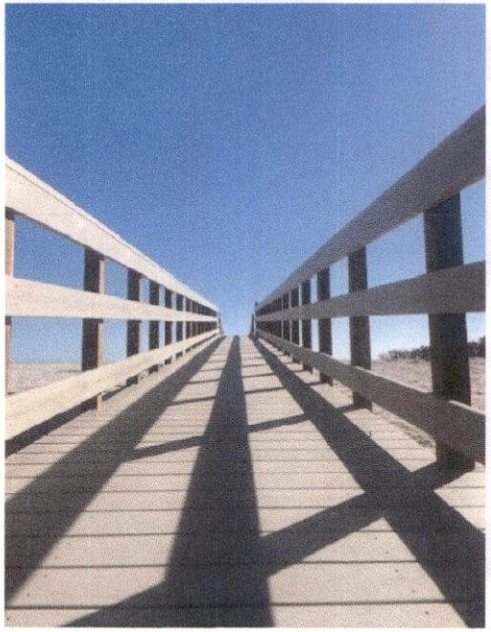
Sanibel FL 33957 Completion date: 6/28/2025 NOTE: ThruFlow Decking

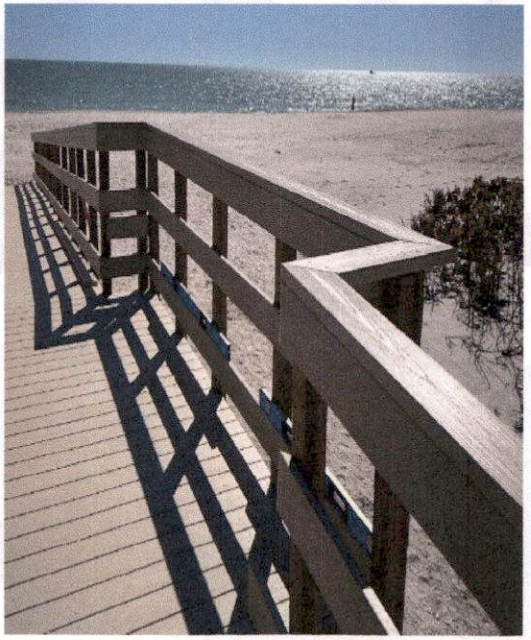


Somerset At the Reef:

3215 West Gulf Dr
Sanibel FL 33957 Completed: 3/20/2025

NOTE: Custom Benches & Over a 100' long





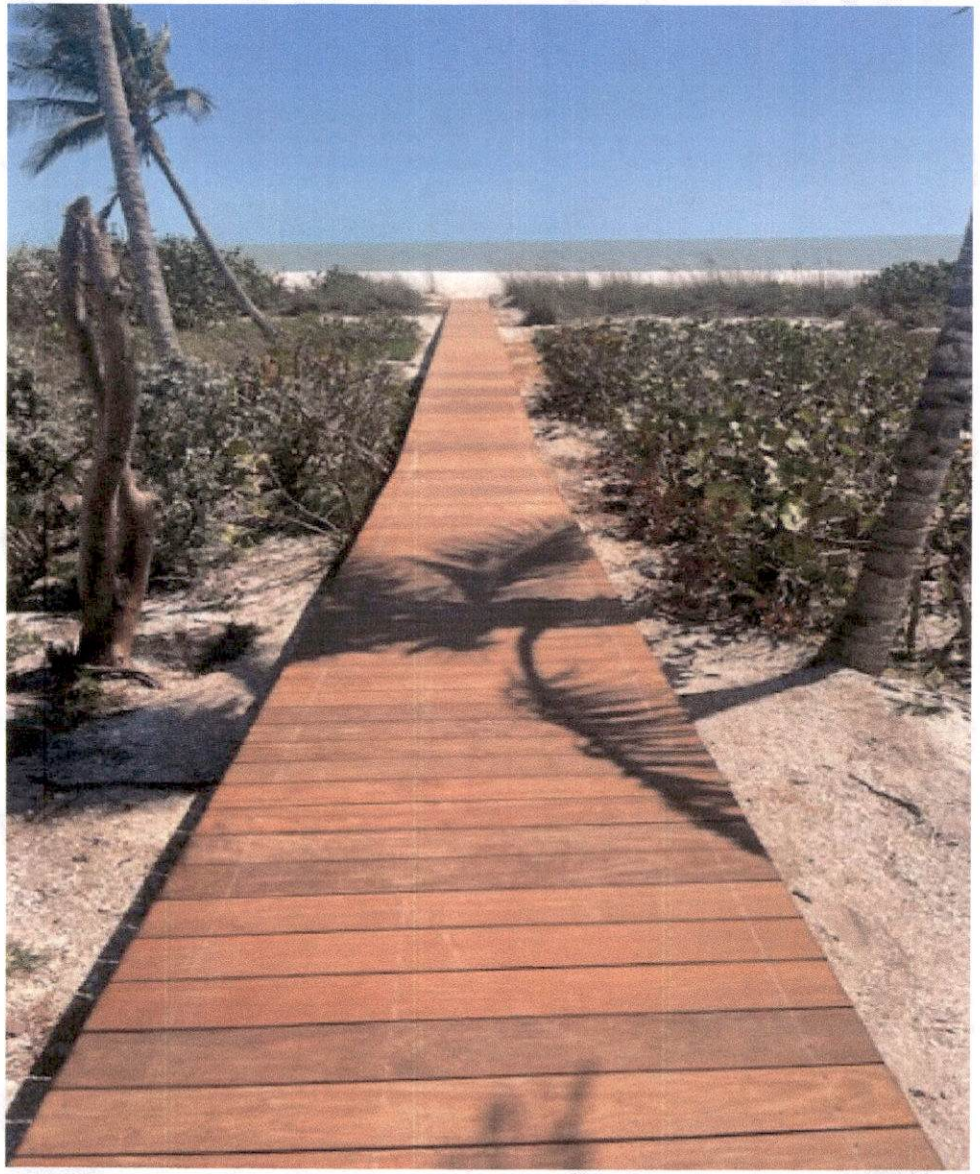
Residential property:

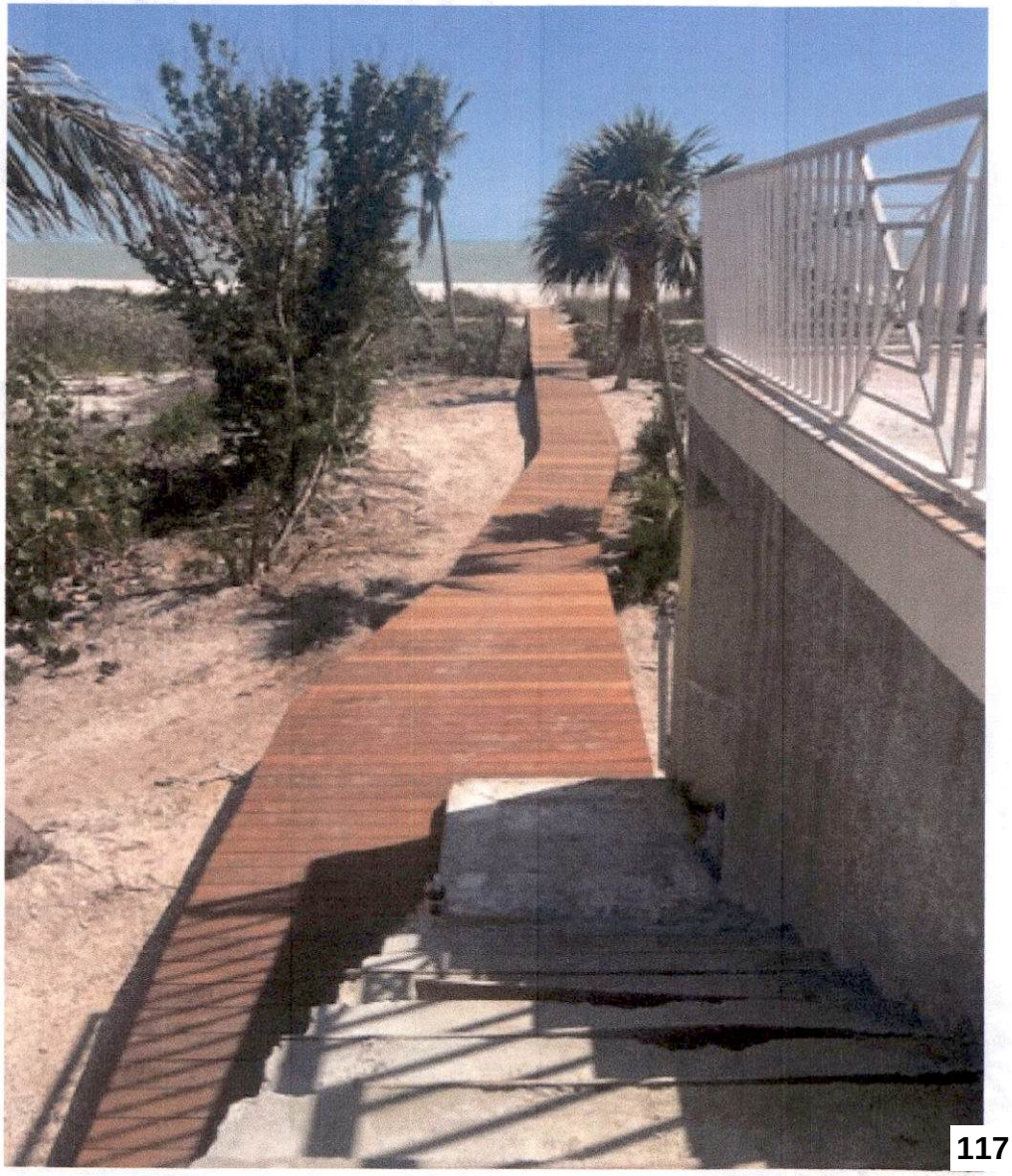
3421 West Gulf Dr Sanibel FL 33957

Completed: 3/20/2025

NOTE: Ipe Wood Decking

(Ultra Premium South American hardwood)

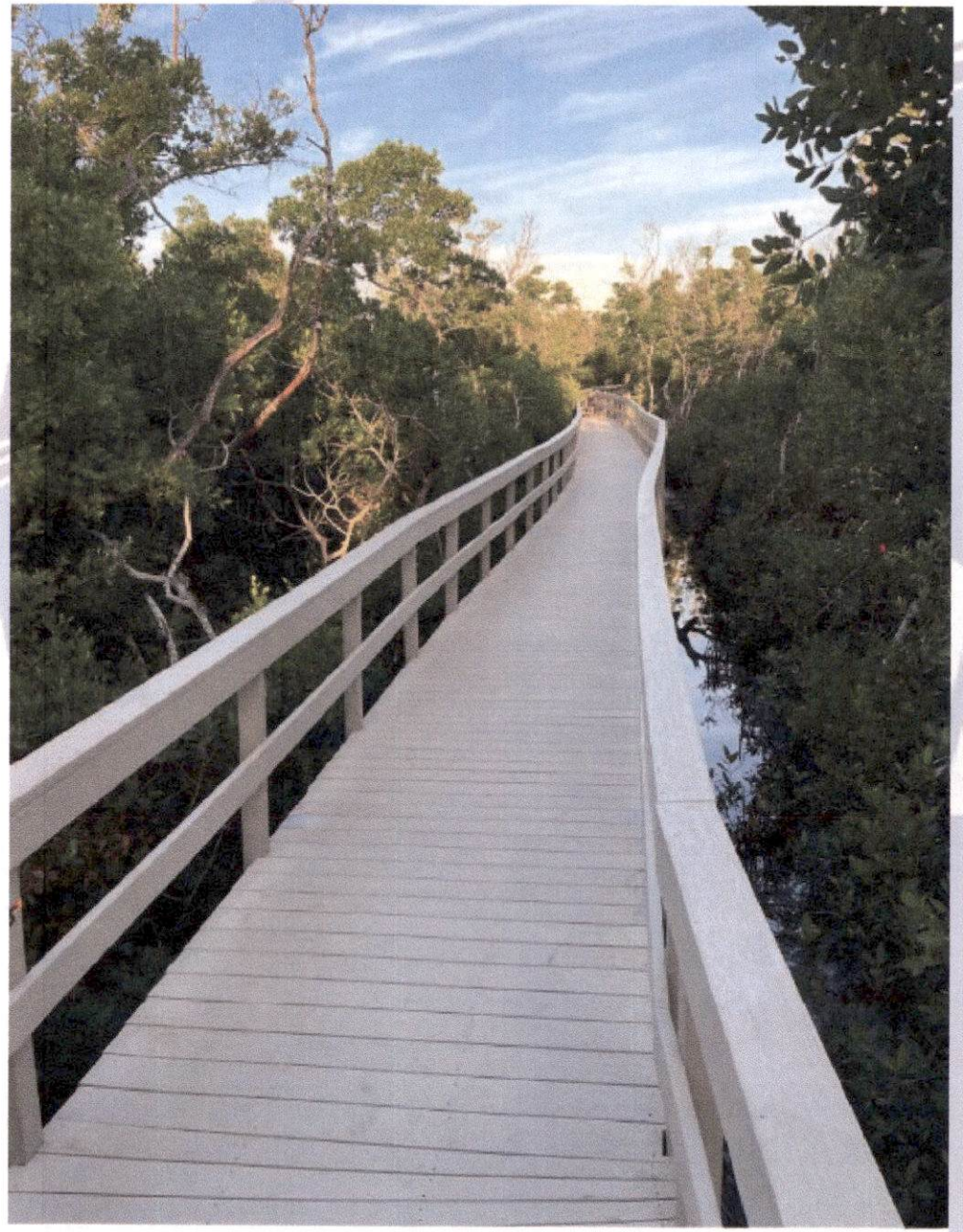


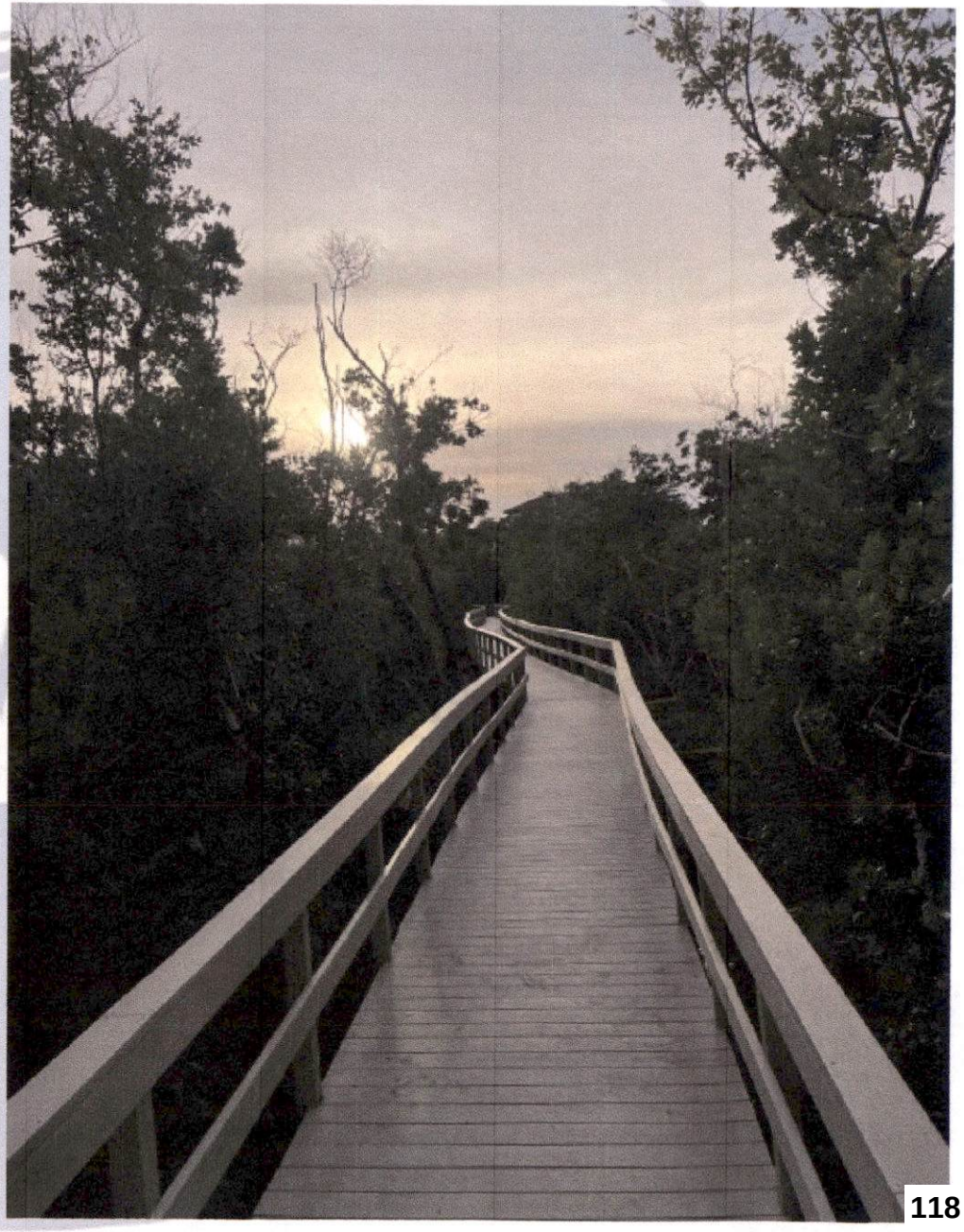


Residential property:

15826 Dorset ln Fort Myers FL 33908 NOTE: Over 500 ft Through Mangroves

(Built Pre IAN and survived Hurricane IAN) Completed: 12/9/2022





Casa Ybel :

2255 W Gulf Dr Sanibel FL 33957

Completed: 4/25/2025

Note: Hurricane IAN rebuild

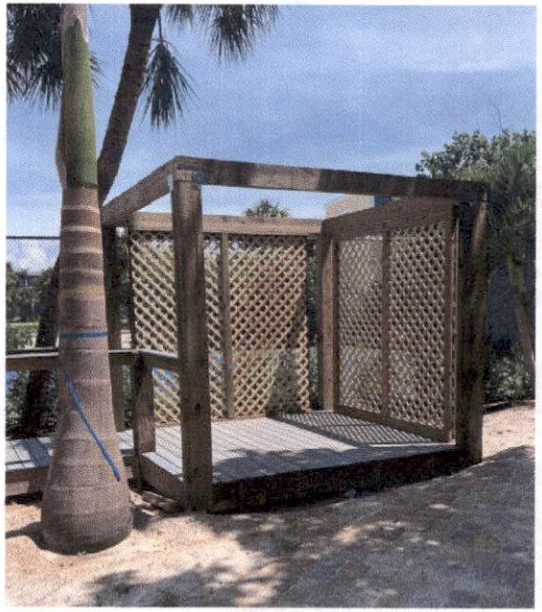
Sanibel Cottages:

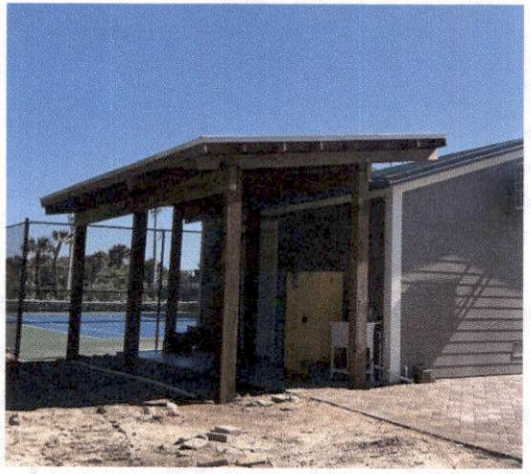
2341 West Gulf Dr Sanibel FL 33957

Completed: 2/19/2025

NOTE: 2 Boardwalks,

Gazebos & Pergola





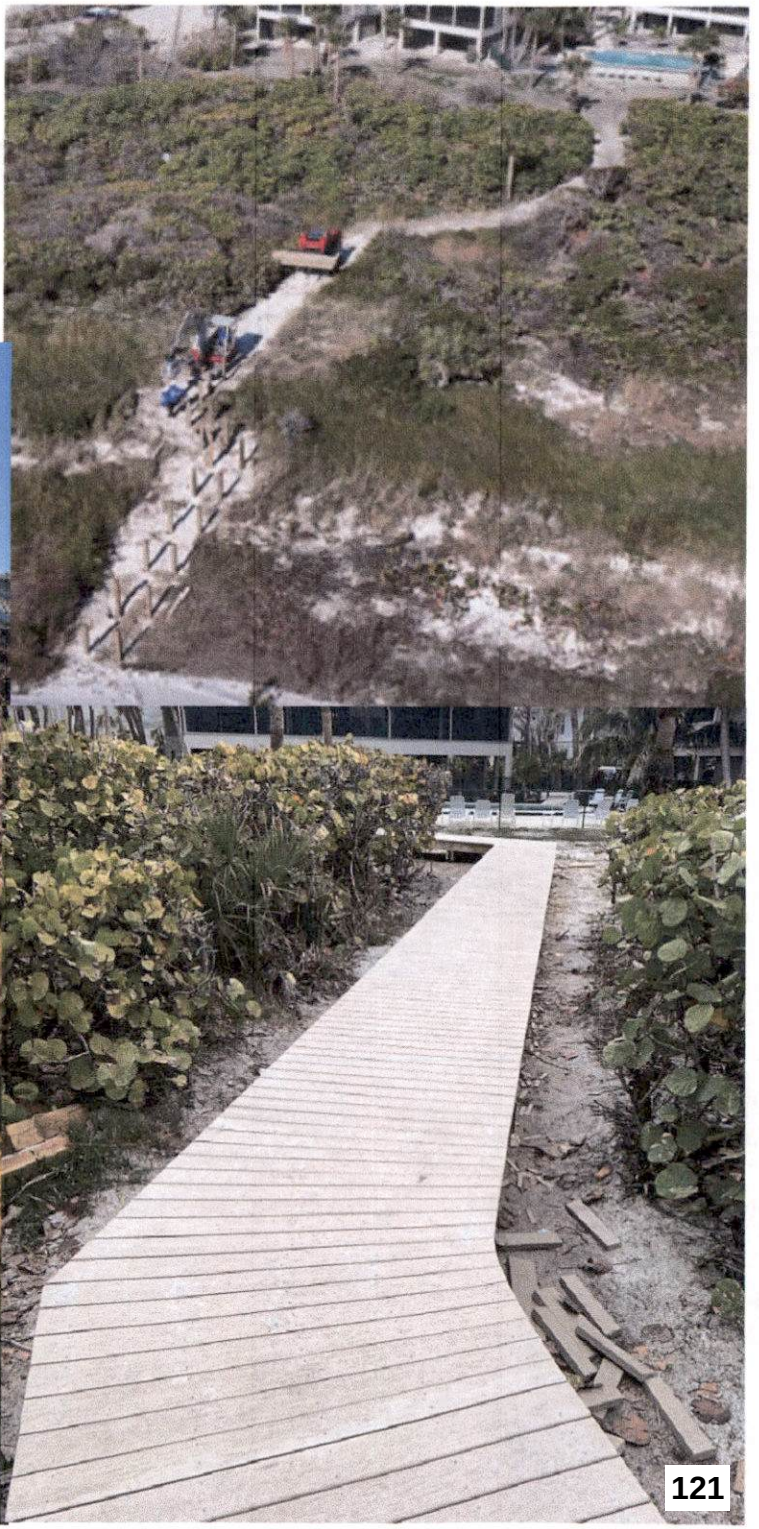
Tanglewood Condos:

1101 Seagrape Lane Sanibel FL 33957

NOTE: NO Handrail

30" above existing grade

Completed: 3/7/2025



Tortuga Beach Club:

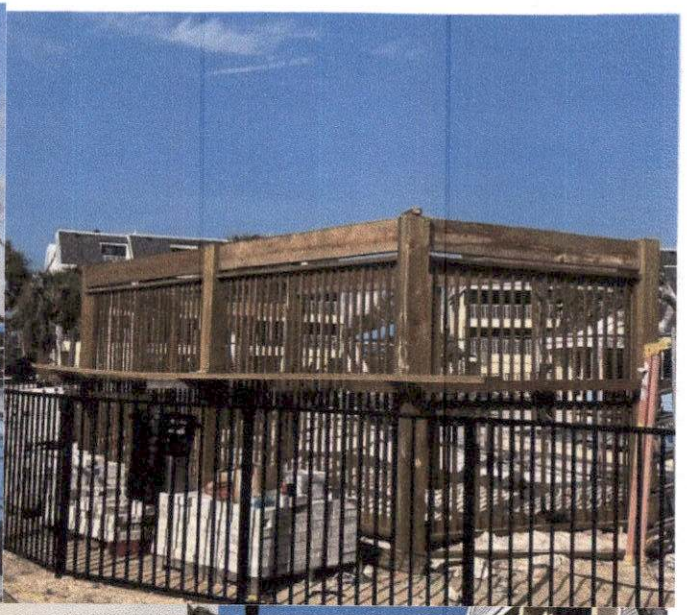
959 East Gulf
Sanibel FL 33957

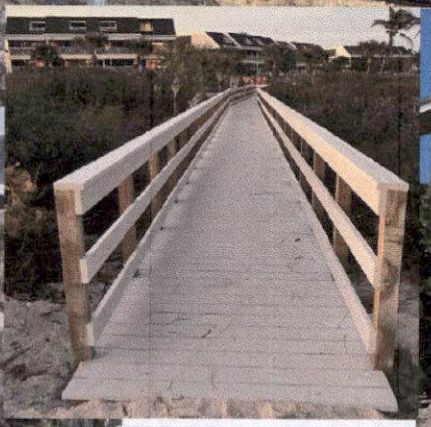
Completed: 3/20/2025

NOTE: 3 boardwalks

On one property

Completed: 1/31/2025

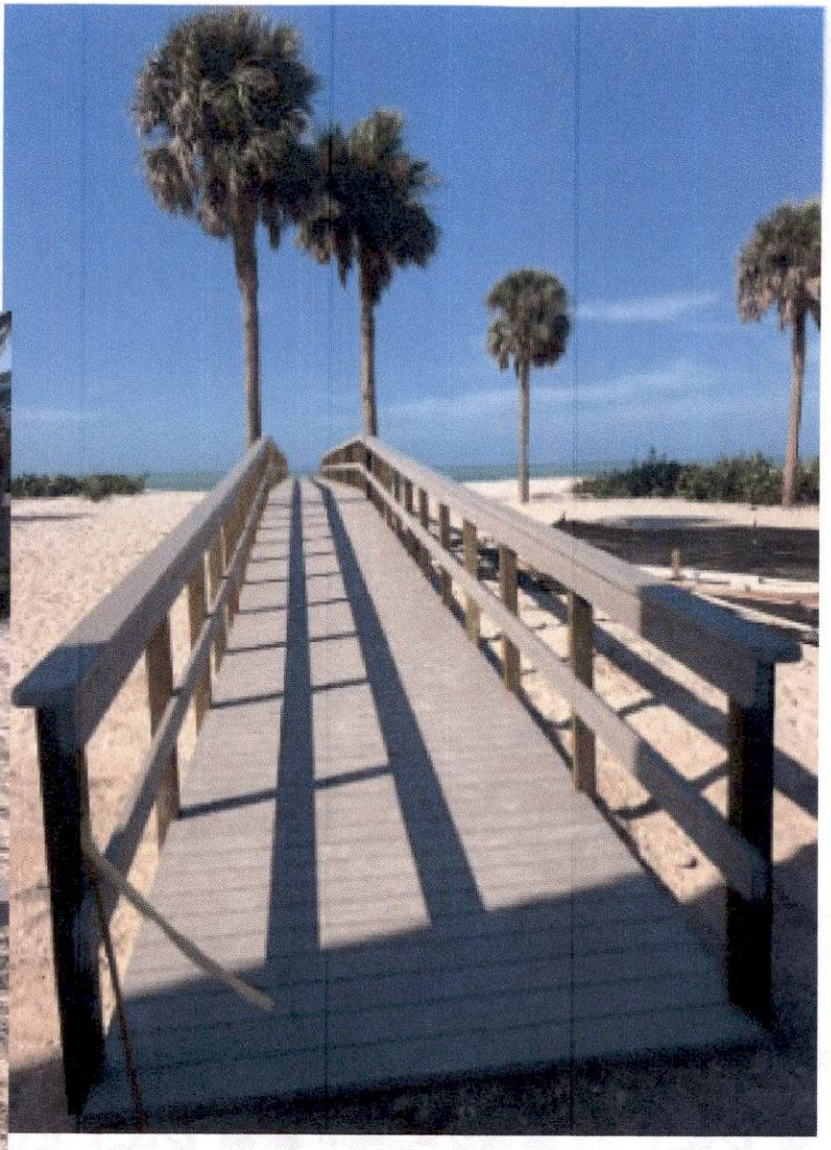




Shalimar:

2823 West Gulf Dr
Sanibel FL 33957

Completed: 8/6/2025



Kinzie Island:

503 East Gulf Drive Sanibel FL 33957

Completed: 4/18/2025

Timber Boardwalk:

BONITA BEACH CSWY
Bonita Springs FL 34134

Completed: 8/11/2025

NOTE: Lovers Key

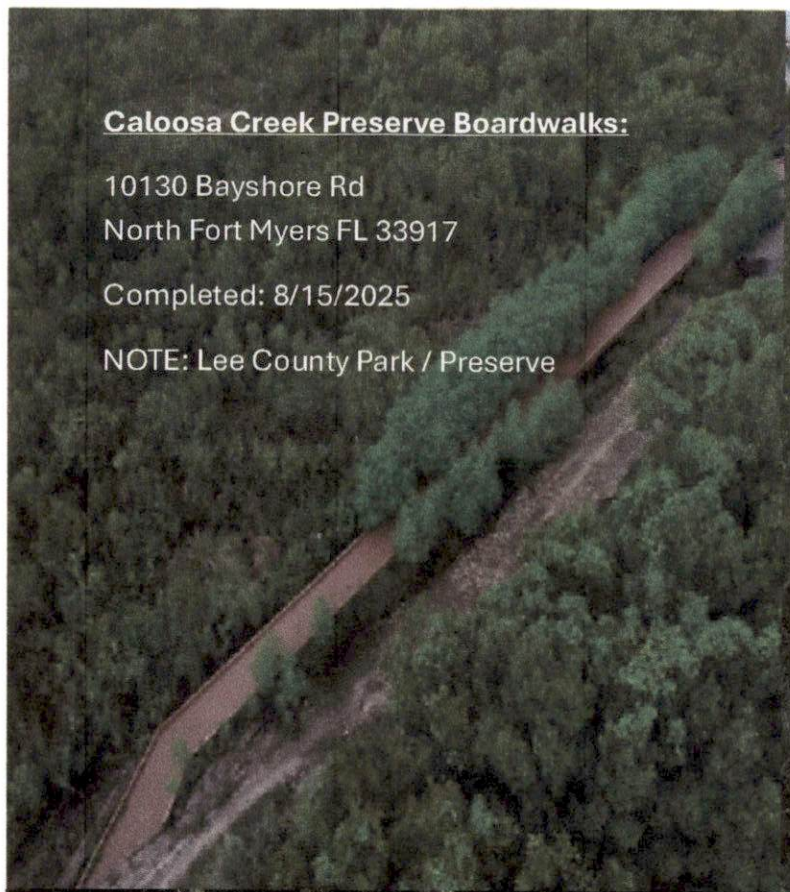
Floor elevation 15'

Caloosa Creek Preserve Boardwalks:

10130 Bayshore Rd
North Fort Myers FL 33917

Completed: 8/15/2025

NOTE: Lee County Park / Preserve



Commercial Dock & Seawall:

6425 Estero Blvd

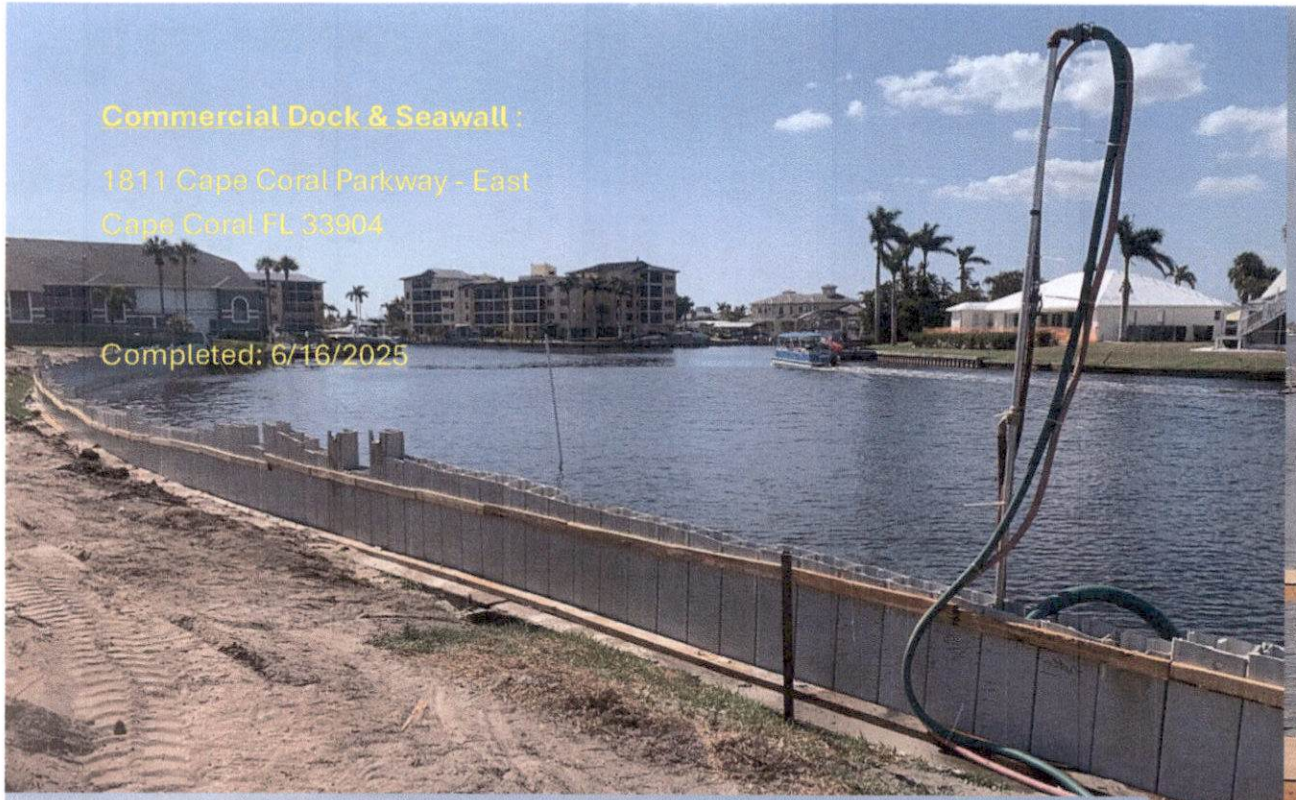
Fort Myers Beach FL 33931

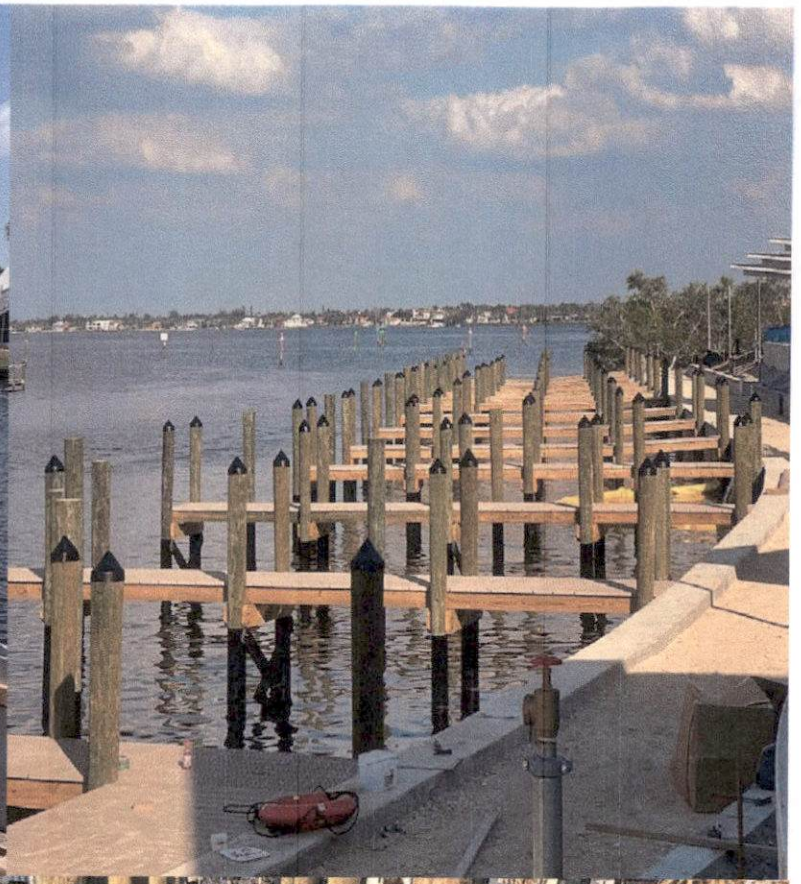
Completed: 6/1/2025

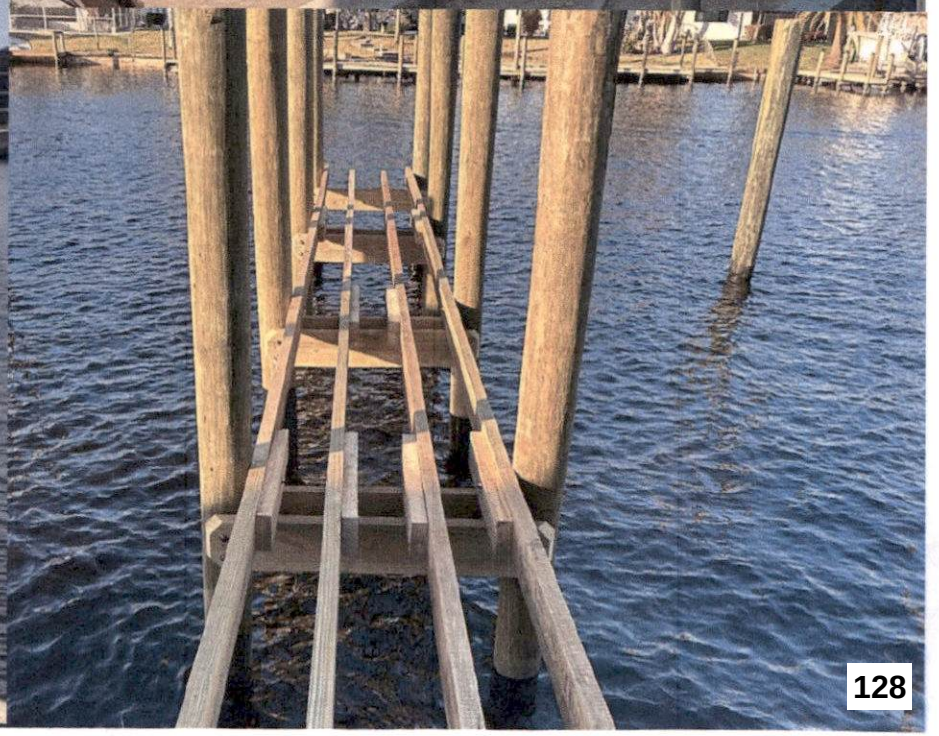
Commercial Dock & Seawall :

1811 Cape Coral Parkway - East
Cape Coral FL 33904

Completed: 6/16/2025





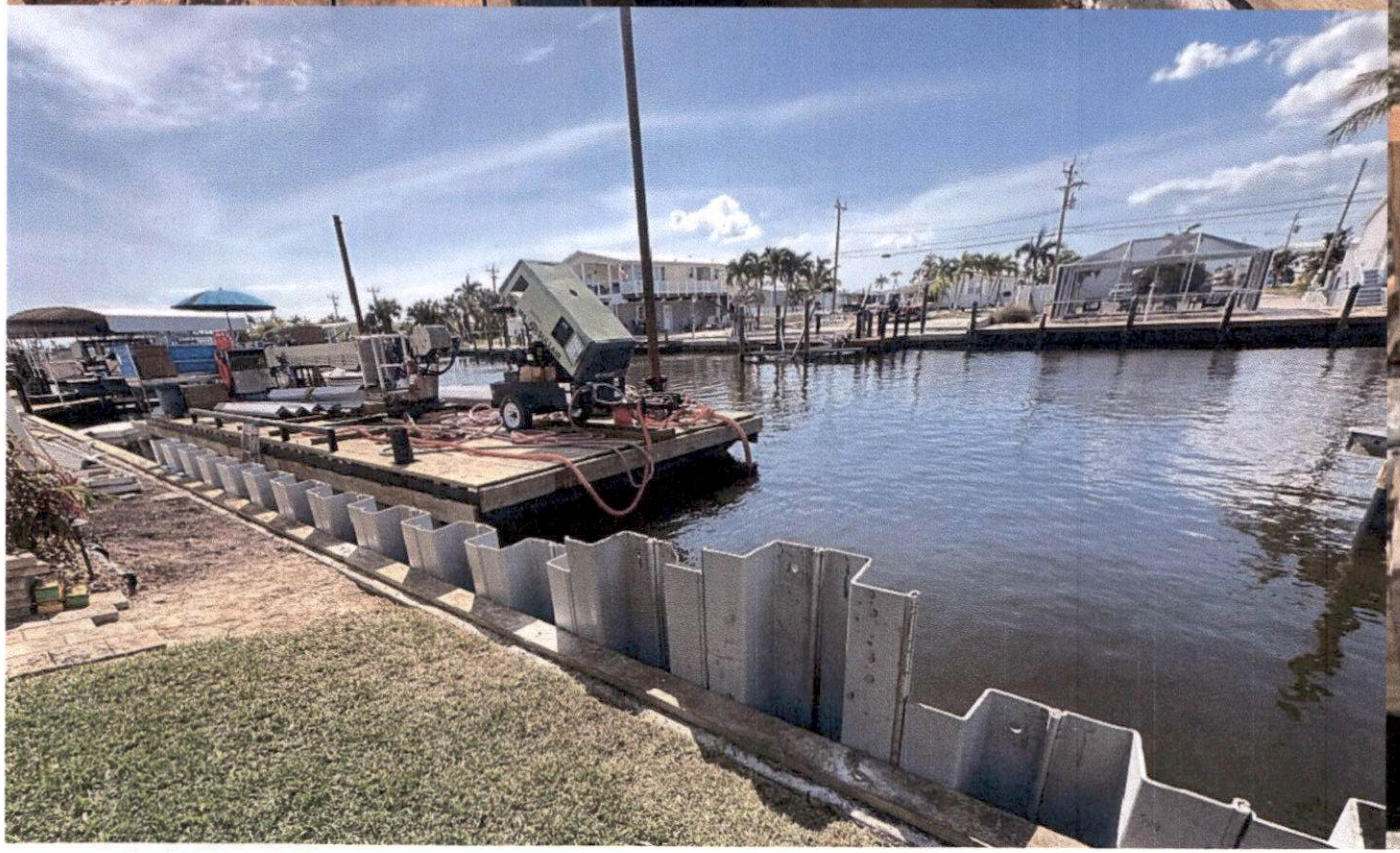


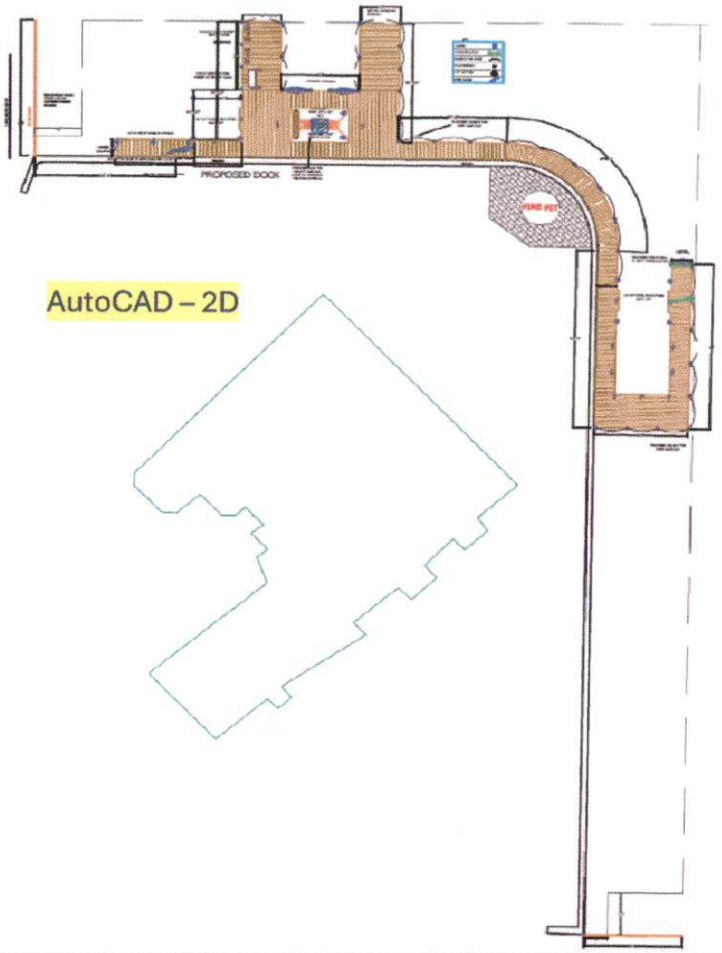
Residential Seawall:

2813 Sanibel Blvd.

St. James City FL 33956

Completed: 4/23/2024



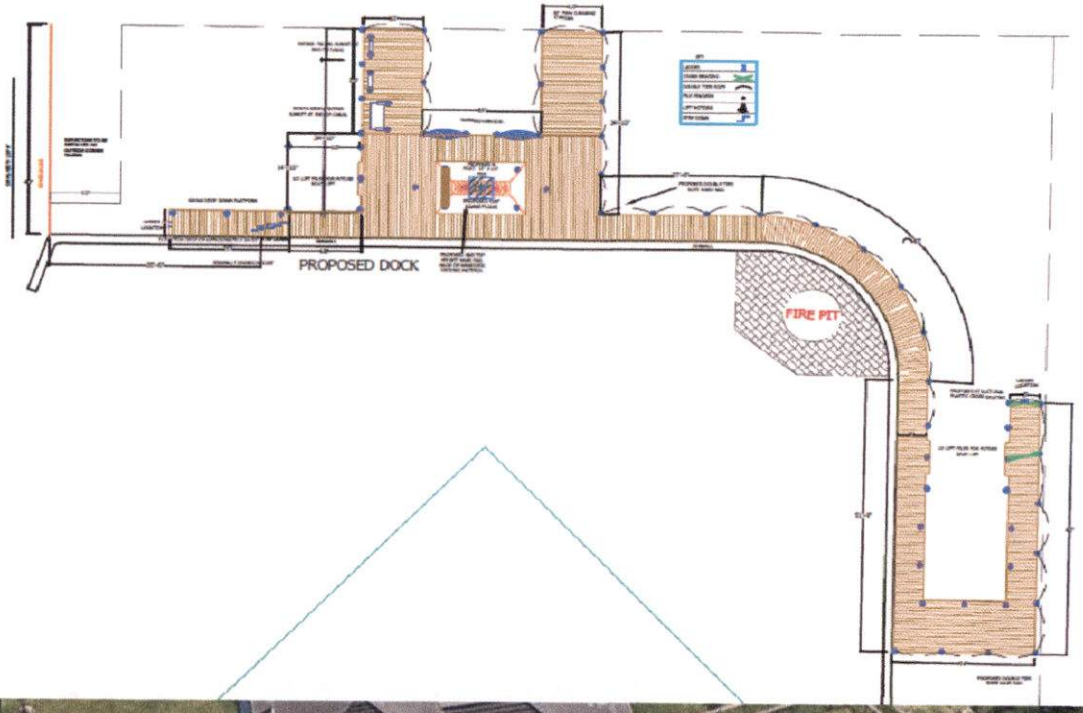


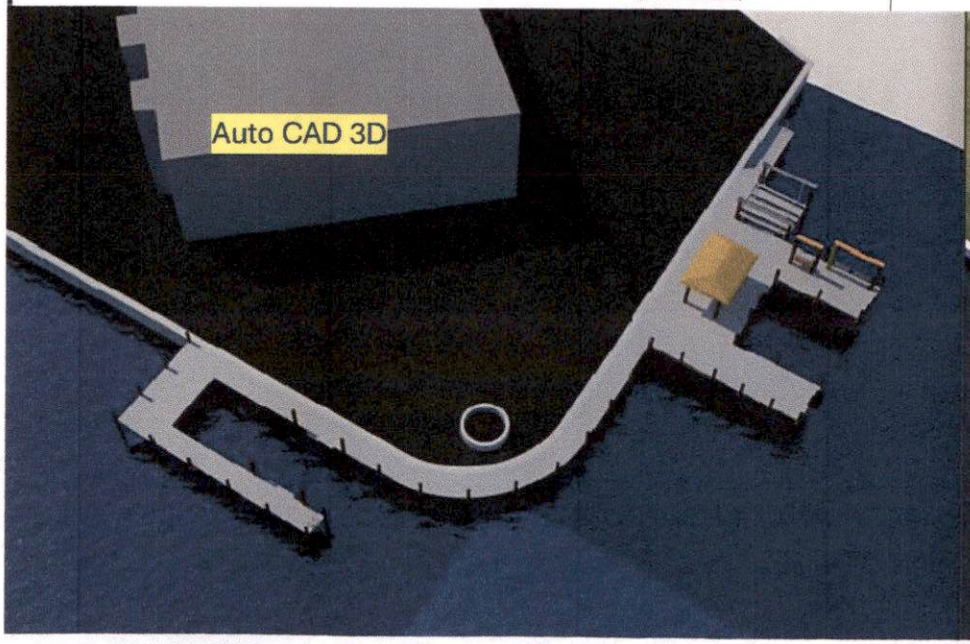
AutoCAD – 2D

Residential Dock, Tiki Hut and Boat lift:

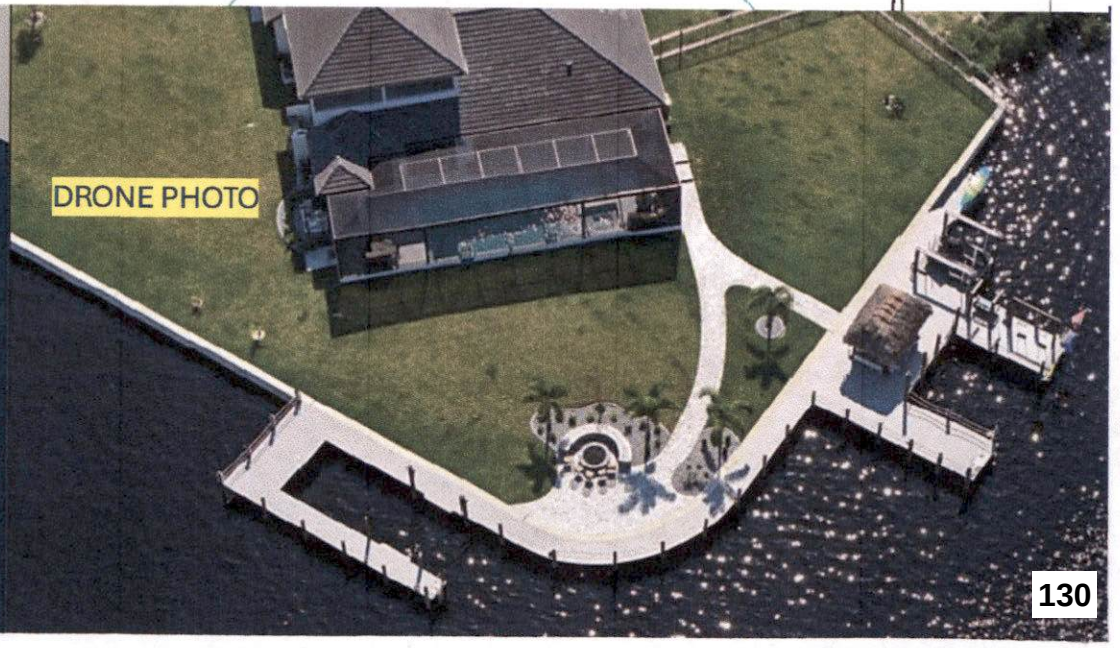
4101 NW 26th St Cape Coral FL 33904

complete: 3/8/2024





Auto CAD 3D

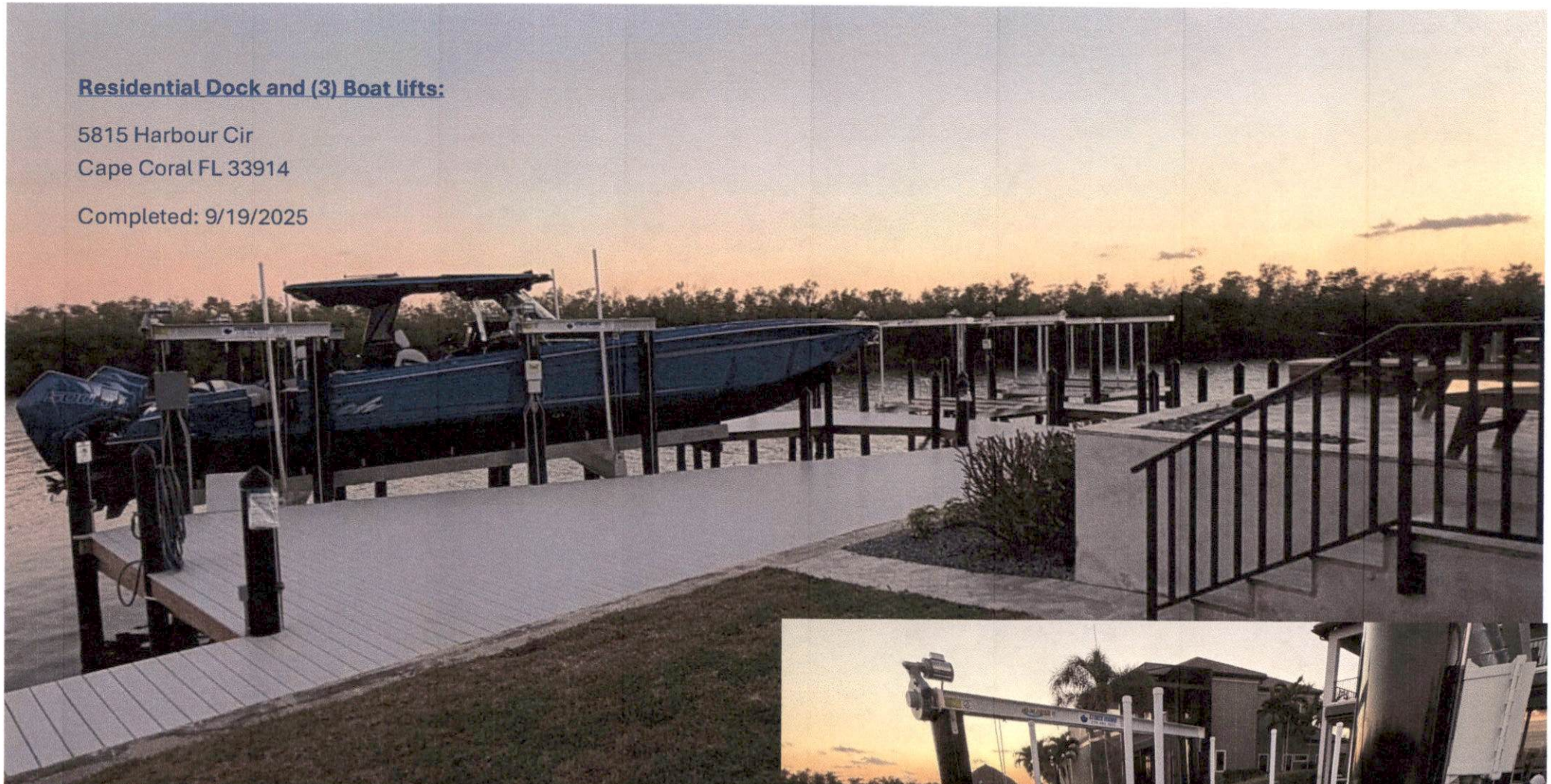


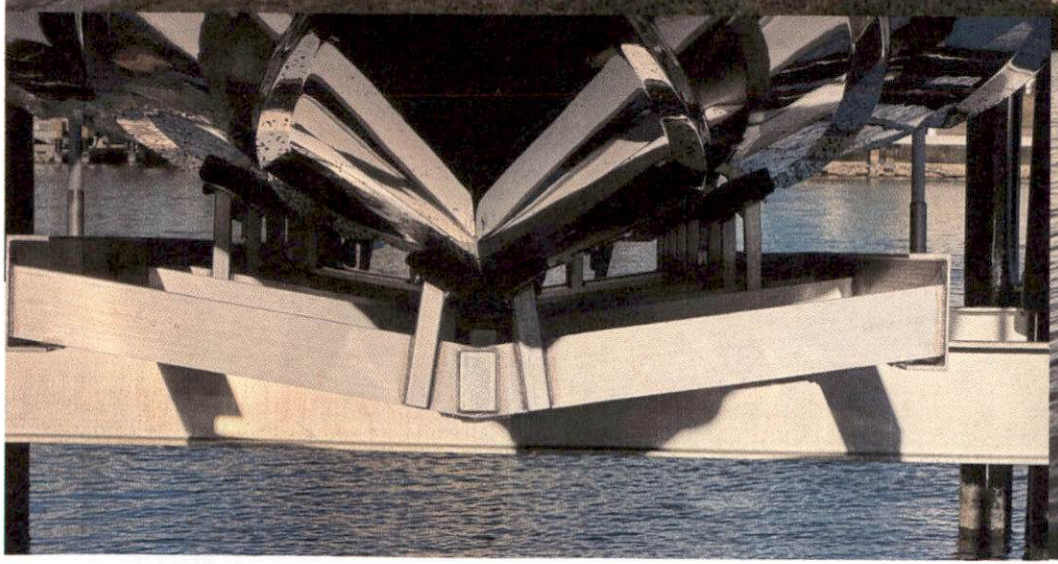
DRONE PHOTO

Residential Dock and (3) Boat lifts:

5815 Harbour Cir
Cape Coral FL 33914

Completed: 9/19/2025



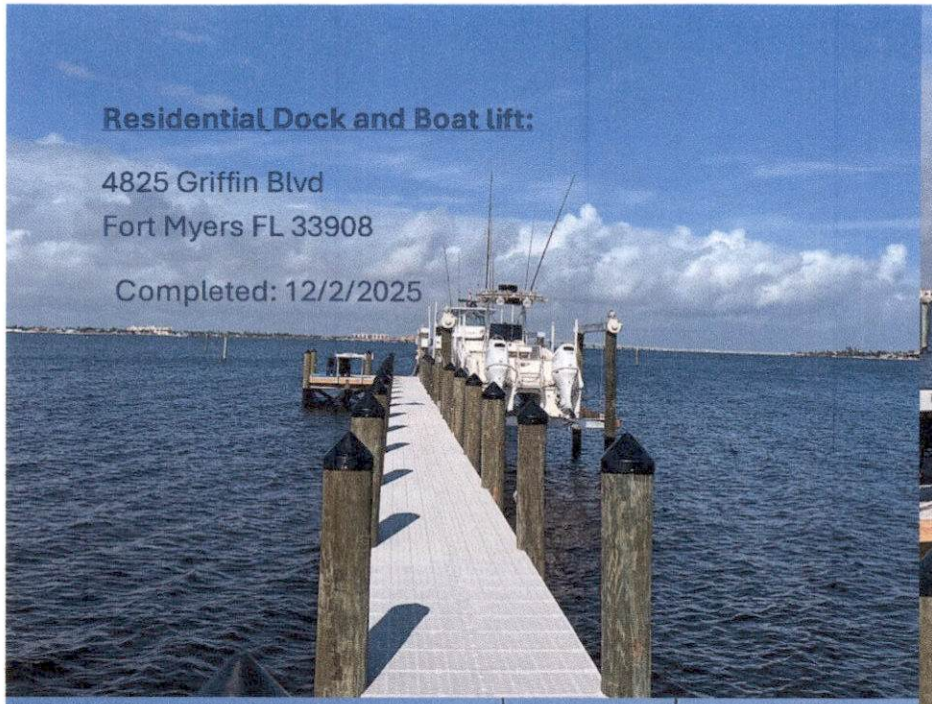


Residential Dock, Tiki Hut and Boat lift: 5608 SW 12th Pl
Cape Coral FL 33914 Completed: 11/12/2023

Residential Dock and Boat lift:

4825 Griffin Blvd
Fort Myers FL 33908

Completed: 12/2/2025



Residential Dock:

1245 Buttonwood
Sanibel FL 33957

Completed: 5/6/2024

Residential Boat House:

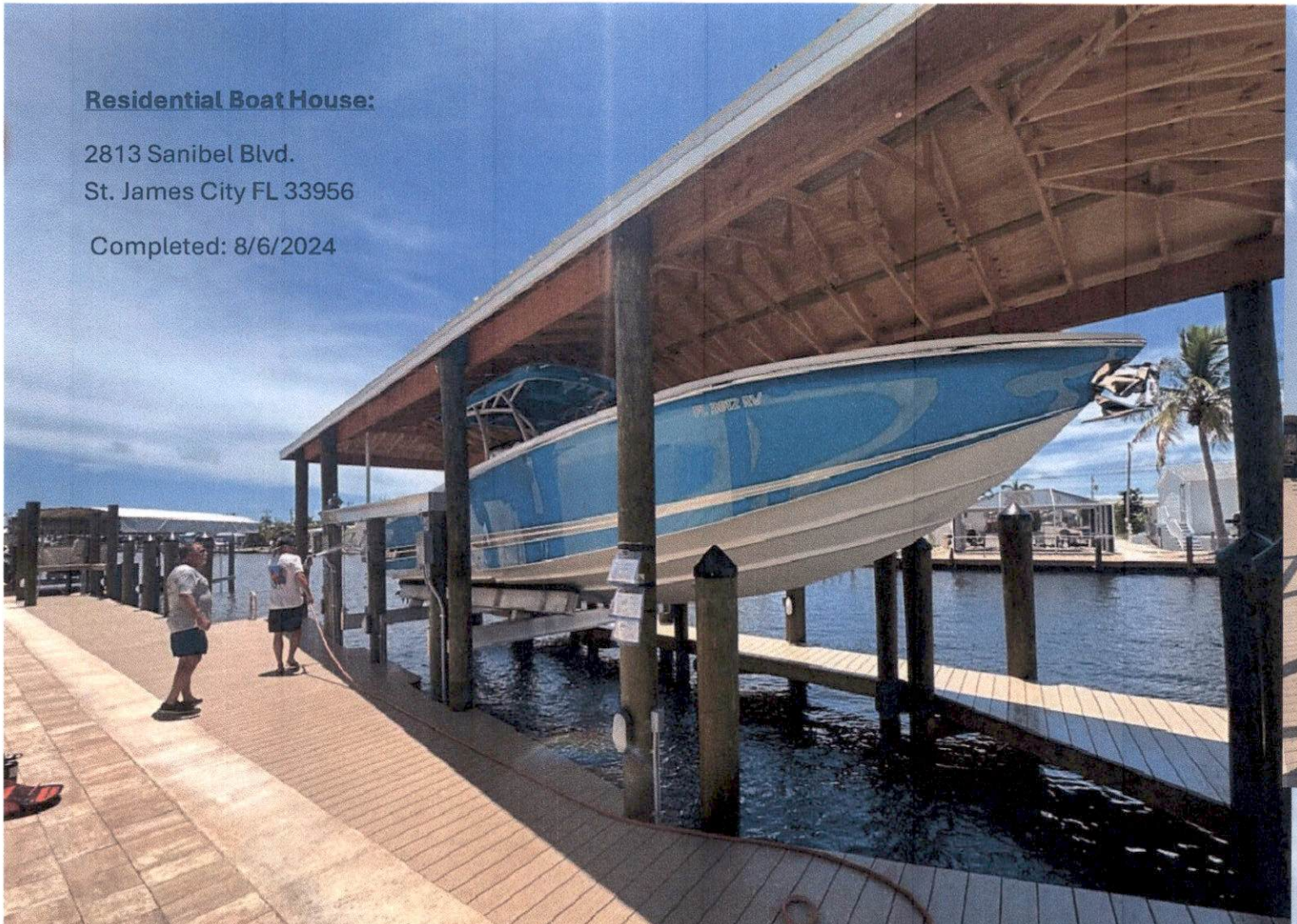
2082 Silk Bay Blvd
Alva FL 33920

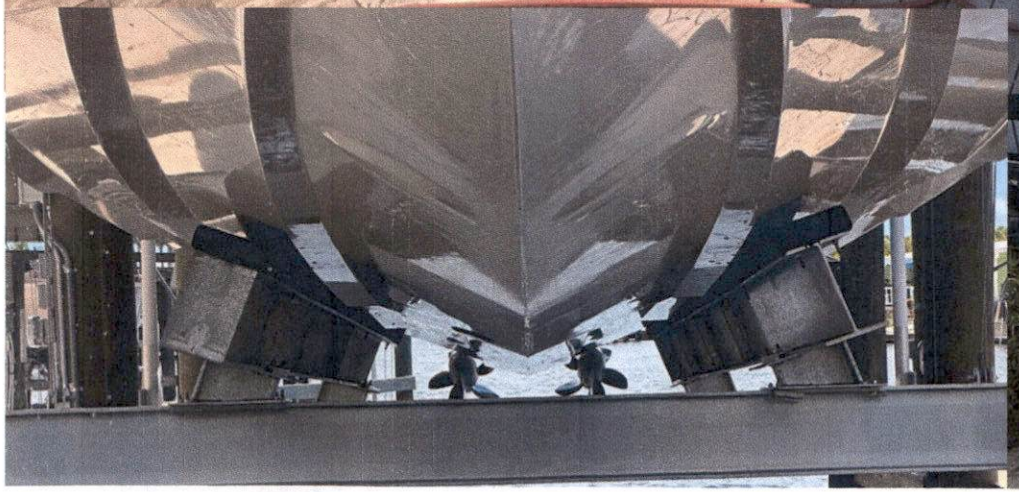
Completed: 3/15/2025

Residential Boat House:

2813 Sanibel Blvd.
St. James City FL 33956

Completed: 8/6/2024



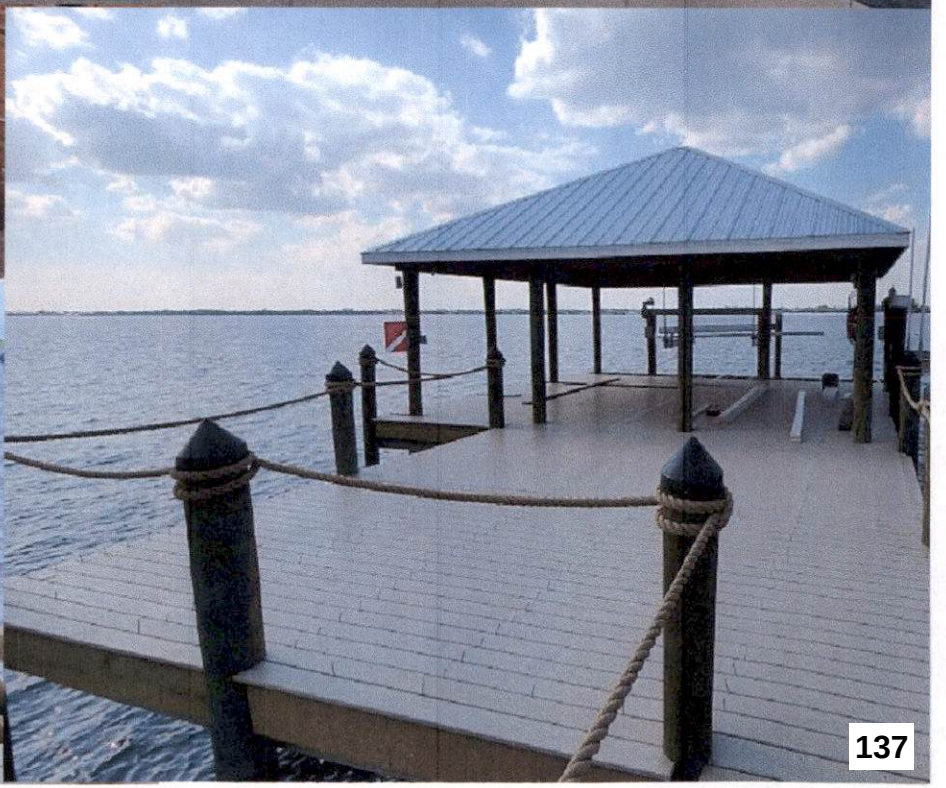


Residential Boat House:

8 Live Oak LN

Fort Myers FL 33905

Completed: 4/24/2025

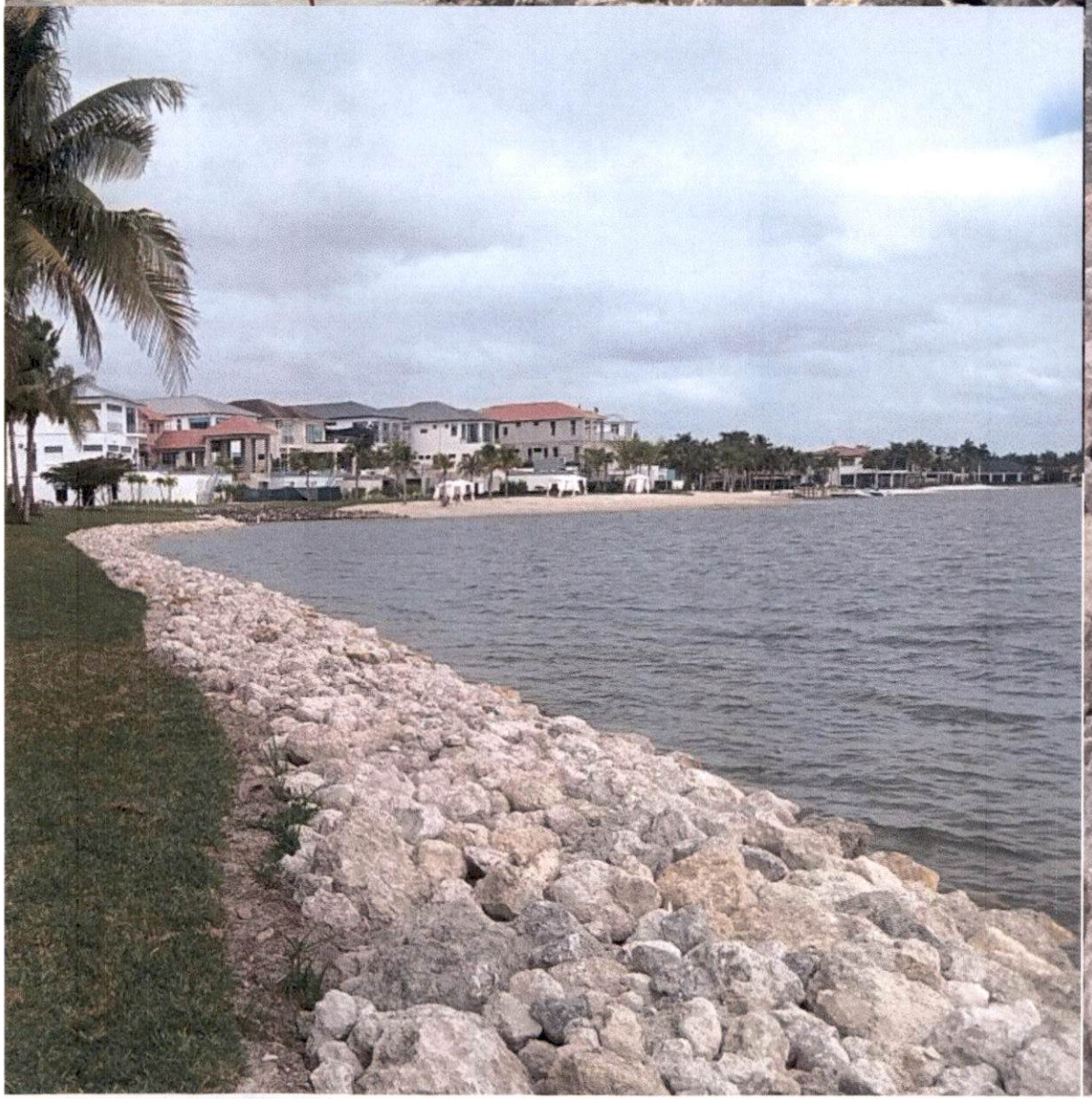


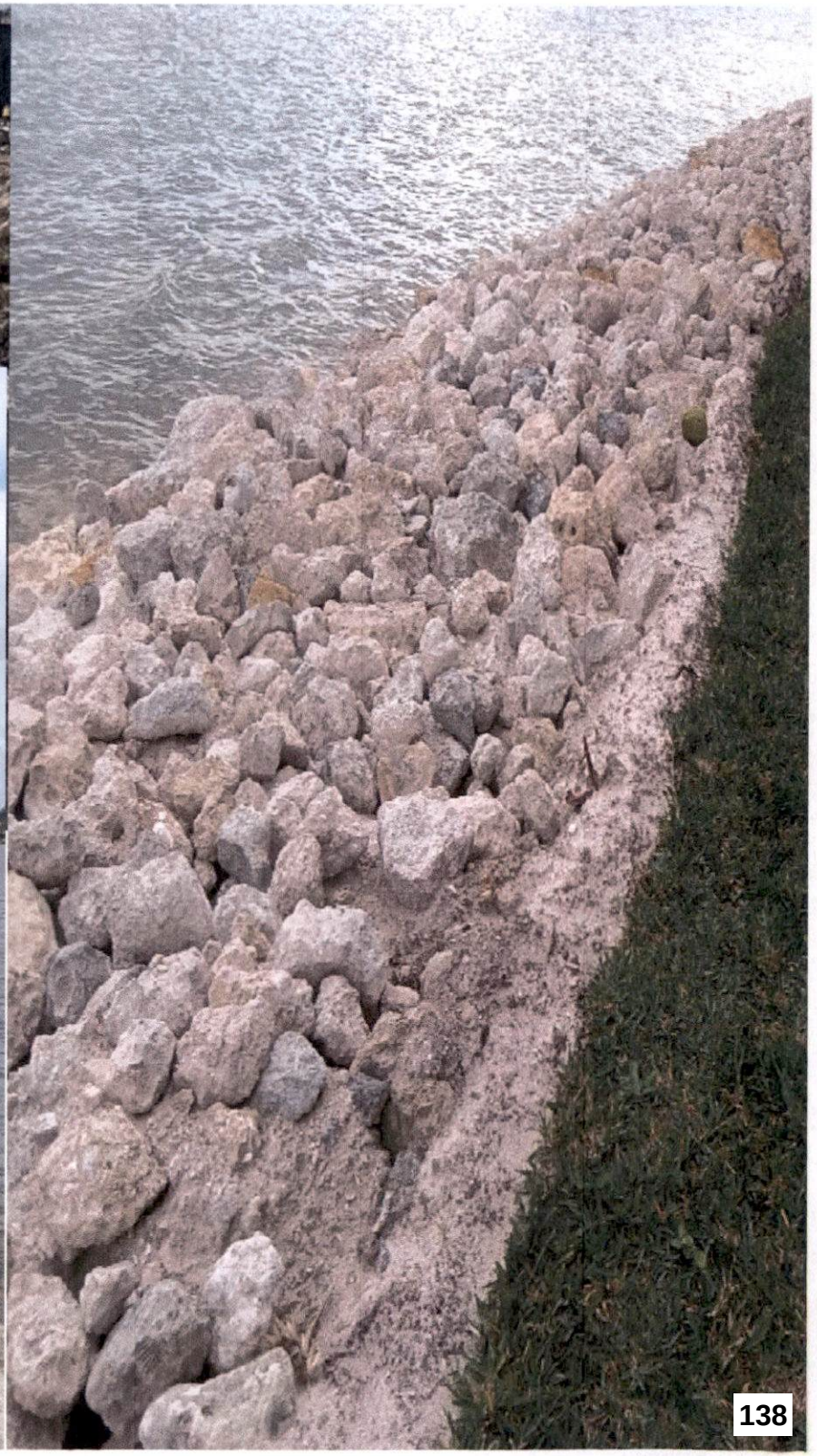
Commercial RIP RAP

Miromar Lakes

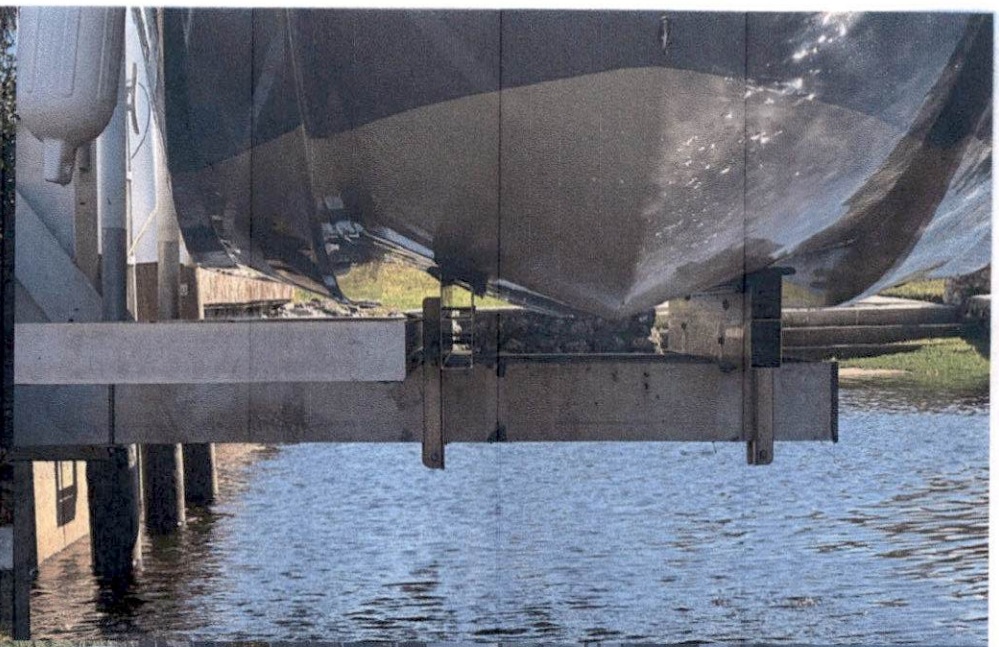
Fort Myers FL 33913

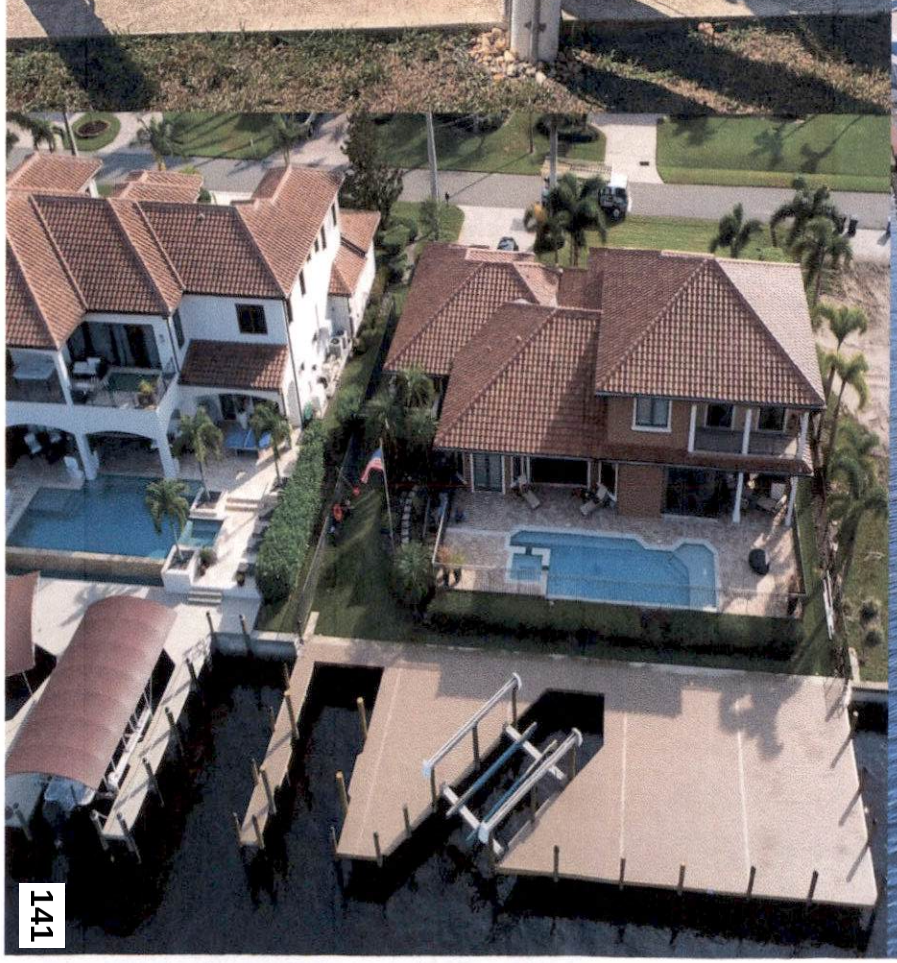
Completed: 1/29/2024





MERCURY





GARMIN

CTS
CUSTOM TRAILERS

Connect with us:

Contact Us

15955 Pine Ridge Road

Fort Myers FL 33908

Sales: (239) 489-3625

Service: (239) 245-7469

STOKES MARINE

DOCKS • BOAT LIFTS • SEAWALLS • SERVICE

CITY OF SANIBEL

PROJECT MANUAL FOR

Fishing Pier Temporary Repairs Pending Full Replacement

ITB-BP-0-2026/JH

April 27, 2026

Office of the Procurement Manager
800 Dunlop Road, Sanibel, FL 33957
(239)472-9615

BIDS DUE BY: 2:30 PM on Thursday, May 28, 2026

PRE-BID CONFERENCE: NONE

PROJECT MANAGER: Joshua Holler, Superintendent of Streets and Parks, (239)472-6397

NO QUESTIONS WILL BE ACCEPTED AFTER: 5:00 PM, (ET) May 18, 2026, all questions must be submitted in writing to brett.schira@mysanibel.com and received by stated time.

SEALED ENVELOPES MUST BE MARKED WITH THE TITLE OF THE BID, BID NUMBER, NAME AND ADDRESS OF THE BIDDER.

Courier Packages (FedEx, UPS) shall clearly state, on the outer packaging, the Invitation to Bid Title and the Invitation to Bid Number. If the proper information is not on the courier's outer packaging the Bid/RFP may be sent back to the Vendor without being opened and/or given consideration for that project.

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Fishing Pier Temporary Repairs Pending Full Replacement (Plans) 4 pages

Florida Department of Environmental Protection (Permit #0133001-002 EE) 12 Pages

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CITY OF SANIBEL, FLORIDA

ADVERTISEMENT FOR BIDS

Legal Notice is hereby given that sealed proposals for the **Fishing Pier Temporary Repairs Pending Full Replacement (ITB-BP-0-2026/JH)** will be received at the Office of the Procurement Manager, City of Sanibel, Florida, at City Hall, 800 Dunlop Road, Sanibel, until **2:30 P.M.**, on **May 28, 2026,** and shortly thereafter will be publicly opened and read aloud. Any proposal offered later than the above time will be returned unopened.

The work for which proposals are to be received consists of:

The work consists of the selective removal and replacement of deteriorated sections of the fishing pier in accordance with the approved plans and specifications. This includes replacing damaged decking, joists, and structural members; re-leveling settled areas with new stringers; and replacing railings and access ramps. The project is intended to restore safe functionality of the pier until a full replacement is completed.

Proposals shall be properly and completely executed on a standard proposal form. Each proposal shall be accompanied by an acceptable certified check or cashier's check made payable to the City of Sanibel, or an acceptable Bidders Bond, in an amount not less than five percent (5%) of the total bid price.

The Contractor to whom the work is awarded will be required to furnish an acceptable Surety Bond in an amount of one hundred percent (l00%) of the contract price.

No bidder may withdraw his proposal within a period of ninety (90) days following the date set for receiving proposals. The City of Sanibel reserves the right to hold any and all bids for a period of not more than ninety (90) days and said bids shall be and remain valid and in full force and effect during said period. The City of Sanibel reserves the right to reject any and all proposals and to waive informalities.

Plans and Specifications for the work may be obtained online at:

https://www.mysanibel.com/297/City-Bids

_____
Brett Schira
Procurement Manager
AFFIDAVIT REQUESTED
PUBLISH ONE TIME
Fort Myers News-Press
April 27, 2026

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INFORMATION FOR BIDDERS

1.01 SCOPE

A. The contract work provides for the **Fishing Pier Temporary Repairs Pending Full Replacement** and other related items pertinent and incidental thereto including the furnishing of all labor, materials, supplies, equipment, work and services, ready for satisfactory and continuous operation, in accordance with the drawings and specifications.

B. The work included in this contract is described briefly as follows:

The work consists of the selective removal and replacement of deteriorated sections of the fishing pier in accordance with the approved plans and specifications. This includes replacing damaged decking, joists, and structural members; re-leveling settled areas with new stringers; and replacing railings and access ramps. The project is intended to restore safe functionality of the pier until a full replacement is completed.

C. Construction is anticipated to begin **JULY 27, 2026**

1.02 CONTRACT DOCUMENTS AND SPECIFICATIONS

A. Work to be performed shall be in accordance with drawings and specifications prepared by the City of Sanibel.

1.03 BIDDER TO EXAMINE SITE

A. All bidders are to inform themselves of the conditions under which the work is to be performed, the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed. The successful bidder will not be allowed any extra compensation by reason of any matter or thing concerning which said bidder might have fully informed themself because of their failure to have so informed themself prior to the bidding.

1.04 INFORMATION NOT GUARANTEED

A. All information given relating to borings, material encountered, and groundwater is from the reports of the boring CONTRACTOR. Such information is furnished only for the information and convenience of the bidders. It is understood and agreed that the OWNER does not warrant or guarantee as to the accuracy or completeness of such information. Each bidder must satisfy themself regarding the character, quantities, and conditions of the various materials and work to be done.

B. It is further understood and agreed that the bidder or the CONTRACTOR will not use any information made available to themself or obtained by any examination made by them in any manner as a basis or ground of claim or demand of any nature against the OWNER arising from or by reason of any variance which may exist between the information offered and the actual materials and structures encountered during the construction work.

1.05 QUESTIONS REGARDING CONTRACT DOCUMENTS

A. In general, no answer will be given in reply to an oral question if the question involves an interpretation of the intent or meaning of the drawings or contract documents, or the equality or use of products or methods other than those definitely designated or described on the

drawings or in the specifications. Any information given to bidders other than by means of the drawings and contract documents or by addenda as described below is given informally and shall not be used as the basis of a claim against the OWNER or the Engineer.

B. To receive consideration, such questions shall be submitted in writing to the OWNER at least **TEN (10)** days before the advertised date for receipt of bids. If the question involves equality or use of products or methods, it must be accompanied by drawings, specifications, or other data, in sufficient detail to enable the OWNER to determine the equality or suitability of the product or method. In general, the OWNER will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the CONTRACTOR for incorporation into the work.

C. The OWNER will arrange as addenda, which shall become a part of the Contract, all questions received as above provided, with his decision regarding each. Addenda will be posted at least **FIVE (5)** days prior to the receipt of bids. It shall be the responsibility of the CONTRACTOR, prior to submitting a proposal, to check the Euna OpenBids online marketplace to download any and all addenda associated with the project. CONTRACTOR shall acknowledge issued addenda on Proposal document page (P-2).

D. Unless such action shall have been taken by the CONTRACTOR and approval obtained, he agrees to use the product or method designated or described in the specifications or as amended by these addenda.

1.06 PROPOSAL FORM

A. All bids must be submitted upon the Proposal Form which will be furnished by the OWNER. The Proposal Form shall be completely executed and shall give the price bid for each item of work proposed, both in words and figures, and shall be signed by the bidder.

B. In the event of a discrepancy between the prices written in words and prices written in figures, the prices written in words shall govern.

C. The successful bidder shall be prepared to complete the work within **FORTY-FIVE (45)** Calendar days.

1.07 LETTER FROM SURETY

A. The CONTRACTOR shall submit with their executed bid proposal a letter or statement from their surety company that it will execute and deliver a one hundred percent (100%) Performance and Payment Bond.

1.08 AWARD OF CONTRACT

A. Lump Sum Proposals - The award of Contract shall be made to the low, responsive and responsible bidder on the lump sum proposals submitted for the work. The Contract shall be deemed as having been awarded when formal notice shall have been served upon the successful bidder by an officer or agent of the OWNER duly authorized to give such notice.

B. Unit Price Proposals

(1) The award of the Contract will be made to the lowest responsible bidder on the total bid price given on the Proposal Form, page P-1. The Contract shall be deemed as having

been awarded when formal notice shall have been served upon the successful bidder by an officer or agent of the OWNER duly authorized to give such notice.

(2) The quantities listed in the unit price proposal form are to be considered as approximate and are to be used for the comparison of bids only. The unit prices to be tendered by the bidders are to be tendered expressly for the scheduled quantities, as they may be increased or decreased as hereinafter provided. Payments, except for lump sum items in the unit price Contract, will be made to the CONTRACTOR for the actual quantities of work performed or materials furnished in accordance with the plans and specifications; and it is understood that the scheduled quantities of work to be done and materials to be furnished may each be increased or diminished as hereinbefore provided without in any way invalidating the unit price bid. Where there is a conflict between the unit price and the extension thereof made by the bidder, the unit price shall govern, and the Engineer shall be authorized to make a correct extension of such unit bid price and to use such corrected extension in comparing bids.

(3) When bids are requested on "Alternate" items, the City reserves the right to select the lowest responsible bidder based upon either the base bid or the base bid with any or all of the alternate bid prices.

(4) The City reserves the right to accept or reject any or all bids and to waive any formal irregularities in the bids, when deemed to be in the best interest of the City.

1.09 BID SECURITY

A. Each bid shall be accompanied by a cashier's check made payable to the OWNER or an acceptable bidder's bond in an amount of not less than five percent (5%) of the total bid price. The checks will be returned to all except the three lowest formal bidders within three days after the date of opening the bids. Any checks remaining with the OWNER shall be returned upon execution of a contract.

1.10 COMPARISON OF BIDS

A. Bids will be compared on the basis of the lump sum bid or the sum of unit price extensions plus the sum determined in evaluating the time of completion stated by the bidders in their proposals if the OWNER desires to make such evaluation. The net sum thus obtained shall be used to determine the order of bidding.

B. The sum to be used for evaluation of the time of completion stated by the bidder, if used, shall be only for comparison of bids. It shall be the product of $300.00, and the number of calendar days named by the bidder.

1.11 EXPERIENCE AND ABILITY OF CONTRACTOR

A. It is the intent of the OWNER not to award the Contract to any bidder who does not furnish satisfactory evidence they have the ability and experience in this class of work, and that they have sufficient capital and plant to enable them to prosecute the same successfully and to complete it in the time named in the proposal. CONTRACTOR shall have a minimum of **FIVE (5)** years' experience with similar projects.

1.12 EXECUTION OF CONTRACT

A. The successful bidder to whom the Contract is awarded shall be required to execute **one (1)** copy of the Construction Contract and provide **0ne (1)** copy of the Performance and Payment Bond.

1.13 FORFEITURE OF BID SECURITY

A. In the event that the party to whom the Contract is awarded shall fail or neglect to execute the Contract and furnish satisfactory bonds within TEN (10) days after the OWNER has notified him that the Contract is ready for execution, the OWNER may determine that the bidder abandoned the Contract, and thereupon the proposal and acceptance shall be null and void; and the security accompanying the proposal shall be forfeited to and retained by the OWNER as liquidated damages for such failure and neglect, and to indemnify the OWNER for any loss which may be sustained by failure of the bidder to execute the Contract. After the execution of the Contract and the acceptance of the bonds by the OWNER, the bid securities which have been retained by the OWNER shall be returned to the respective bidders.

1.14 UNAVAILABILITY OF MATERIALS

A. Bids must be based on use of the materials specified, subject to the provisions of any addenda issued. If the CONTRACTOR is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the CONTRACTOR shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until it has been approved by the Engineer.

B. No consideration will be given to the use of substitutes on account of market conditions unless the CONTRACTOR demonstrates that for the item in question, CONTRACTOR placed their order and submitted shop drawings without delay, that CONTRACTOR has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout the particular industry.

C. If substitutes are used in the work, the compensation to be paid to the CONTRACTOR shall be subject to review and adjustment. As a general principle, if the Engineer shall determine that the substitute will be less satisfactory, the CONTRACTOR shall allow a credit to the OWNER; only "under unusual circumstances shall there be an increase in" compensation to the CONTRACTOR on account of substitution. The basis upon which the amount of price adjustments will be founded shall be the cost of the appropriate items at the time the bids were opened.

1.15 LOCAL LABOR AND MATERIALS

A. Whenever possible, the CONTRACTOR, their sub-contractors, material personnel, or others who employ labor, shall employ such labor locally.

1.16 NONDISCRIMINATION IN EMPLOYMENT

A. Contracts for work under this proposal may obligate the CONTRACTOR and sub-contractors not to discriminate in employment practices.

B. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

1.17 RIGHT-OF-ACCESS

A. The CONTRACTOR agrees that a representative of the OWNER or Engineer will have access to the work wherever it is in preparation of progress and that the CONTRACTOR will provide facilities for such access and inspection.

1.18 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

A. The successful bidder shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction."

1.19 UTILITIES

A. All existing utility systems which conflict with the construction of the work herein shall be relocated or temporarily removed and replaced as required. Such relocating or temporary removal and replacement shall be accomplished at the expense of the CONTRACTOR, and the work shall be done by the Utility unless the Utility approves in writing that the work may be done by the CONTRACTOR.

B. The CONTRACTOR shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light required for the construction of this Contract during its entire progress. CONTRACTOR shall provide and pay for all temporary wiring, switches, connections and meters.

1.20 EASEMENTS

A. The OWNER will obtain right-of-way easements over and through certain private lands for the construction and rehabilitation. The width or limits of such rights-of-way will be defined by the OWNER before the work or construction shall begin. If the methods of construction employed by the CONTRACTOR are such as to require the use of land beyond the limits obtained, CONTRACTOR shall make their own agreements with the property owners affected for the use of such additional land and submit a copy of the agreement to the "owner".

B. In all such easement rights-of-way, the CONTRACTOR shall be required to carefully remove the Owner's fences, or other obstacles to the construction procedure, and replace the same after the work is installed. The backfilling shall be to the grade of the existing ground level or to the grade as established by the Owner in the event the Owner permits the deposit of excess material upon such land.

C. The cost of all such restoration of property shall be included, and no additional payment will be allowed for this work.

1.21 OPERATIONS WITHIN RIGHT-OF-WAY

A. In public thoroughfares, all operations of the CONTRACTOR, including those of temporary nature, must be confined within the applicable right-of-way limits. If the methods of the construction employed by the CONTRACTOR are such as to require the use of land beyond the public thoroughfares, CONTRACTOR shall make their own agreements with the property owners affected for the use of such additional land and submit a copy of the agreement to the "owner".

1.22 PUBLIC RECORDS

A. OWNER is a public agency subject to Chapter 119, Florida Statutes, the Public Records Law. As a CONTRACTOR or service provider to OWNER, CONTRACTOR is also subject to the Public Records Law pursuant to Section 119.0701, Florida Statutes, and shall comply with Florida's Public Records Law. Unless specifically exempted by Florida law, in whole or part, the CONTRACTOR shall:

(1) Keep and maintain public records required by the OWNER in order to perform the service. This shall include all records relating to CONTRACTOR'S services provided to the OWNER and includes "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission."

(2) Upon request from the OWNER'S custodian of public records, provide the OWNER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the OWNER.

(4) Upon completion of the contract, transfer, at no cost to the OWNER, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the OWNER to perform the service. If the CONTRACTOR transfers all public records to the OWNER upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OWNER, upon request from the OWNER'S custodian of public records, in a format that is compatible with the information technology systems of the OWNER.

B. As required by Section 119.0701(2)(a), the following contact information is provided to the CONTRACTOR in the format required by statute:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

SANIBEL CITY CLERK
800 DUNLOP ROAD
SANIBEL, FLORIDA 33957
(239) 472-3700
scotty.kelly@mysanibel.com

1.23 DELETED

1.24 E-Verify

A. In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its sub-contractor must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(1) CONTRACTOR shall require each of its sub-contractors to provide CONTRACTOR with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. CONTRACTOR shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

(2) The OWNER, CONTRACTOR, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(3) The OWNER, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR, and CONTRACTOR shall immediately terminate the contract with the sub-contractor.

(4) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the OWNER for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.

(5) Subcontracts. CONTRACTOR or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractor to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any sub-contractor or lower-tier sub-contractor with the clauses set forth in this section.

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PROPOSAL

CITY OF SANIBEL, FLORIDA

Fishing Pier Temporary Repairs
Pending Full Replacement

May 28, 2026 @ 2:30PM

TO: CITY OF SANIBEL
Public Works Department
800 Dunlop Rd.
SANIBEL, FLORIDA 33957

Pursuant to the advertisement for bids, the undersigned having read the Specifications and examined the Drawings prepared by the City of Sanibel for the **Fishing Pier Temporary Repairs Pending Full Replacement** in the City of Sanibel, Florida, and having inspected the site of work and conditions affecting and governing same, hereby proposes to provide all materials, and all equipment, tools, etc., and to perform all labor necessary for the installation as specified and described in said Specifications.

The Total Bid Price for the work based on the summation of the extensions of the unit prices on the attached itemized proposal (P-3) is:

_____Dollars ($_____)
(written)

TIME OF COMPLETION

The undersigned further agrees to complete the furnishings and construction of such work, ready for continuous and satisfactory operation in all respects, within **Forty-five (45)** calendar days of the Notice to Proceed.

TIME OF VALIDITY

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of ninety (90) days from the date of receiving proposals by the City of Sanibel.

BID SECURITY

The undersigned encloses herewith a certified check or cashier's check payable to the City of Sanibel, Florida or a bidder's bond bonding the undersigned and surety to the City of Sanibel, Florida in an amount not less than five percent (5%) of the total bid price as set out above, guaranteeing that the undersigned will enter into contract for the performance of the work if this proposal is accepted. It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of ninety (90) days from the date of receiving proposals by the City of Sanibel, Florida.

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ADDENDA

Receipt of Addenda No's. _____ is hereby acknowledged.

Respectfully submitted,

_____
Contractor

(Individual___), (Partnership___) or (Corporation___)

(SEAL)

Signed _____

Name (print) _____

Title _____

Address _____

City / State _____

Telephone _____

Fax _____

Email _____

DATE:

_____

NOTE: The legal status of the bidder, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.

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CITY OF SANIBEL

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

BID OPENING

May 28, 2026 @ 2:30 P.M.

PAY ITEMS

Item No.	Quantity	Unit	Description	Unit Price (Words)	Unit Price $ (Figures)	Extended Price $ (Figures)
1	1	LS	Mobilization/Demobilization (Max 5%)		$	$
2	664	SF	Deck Demolition		$	$
3	398	LF	Pressure Treated Lumber 3" x 12" 2.5 PCF CCA (Rough Cut)		$	$
4	104	LF	Pressure Treated Lumber 3" x 16" 2.5 PCF CCA (Rough Cut)		$	$
5	427	LF	6" X 6" Posts/Piles 0.60 PCF ACQ (Dimensional)		$	$
6	872	SF	Tandeck 2x6 Decking		$	$
7	465	EA	Tandeck 2X8 Top Rail		$	$
8	342	LS	Tandeck 2X6 Side Railing		$	$
9	1	EA	Existing Railing Hardware Inspection & Tighten All Hardware		$	$
10	1	LF	Existing Hardware Replacement		$	$
11	1	EA	Materials (Fasteners, Straps, Bolts, Screws, etc.. - 316 Stainless Steel)		$	$
12	1	EA	Owner's Contingency		$ 25,000.00	$ 25,000.00
					PROJECT TOTAL	$

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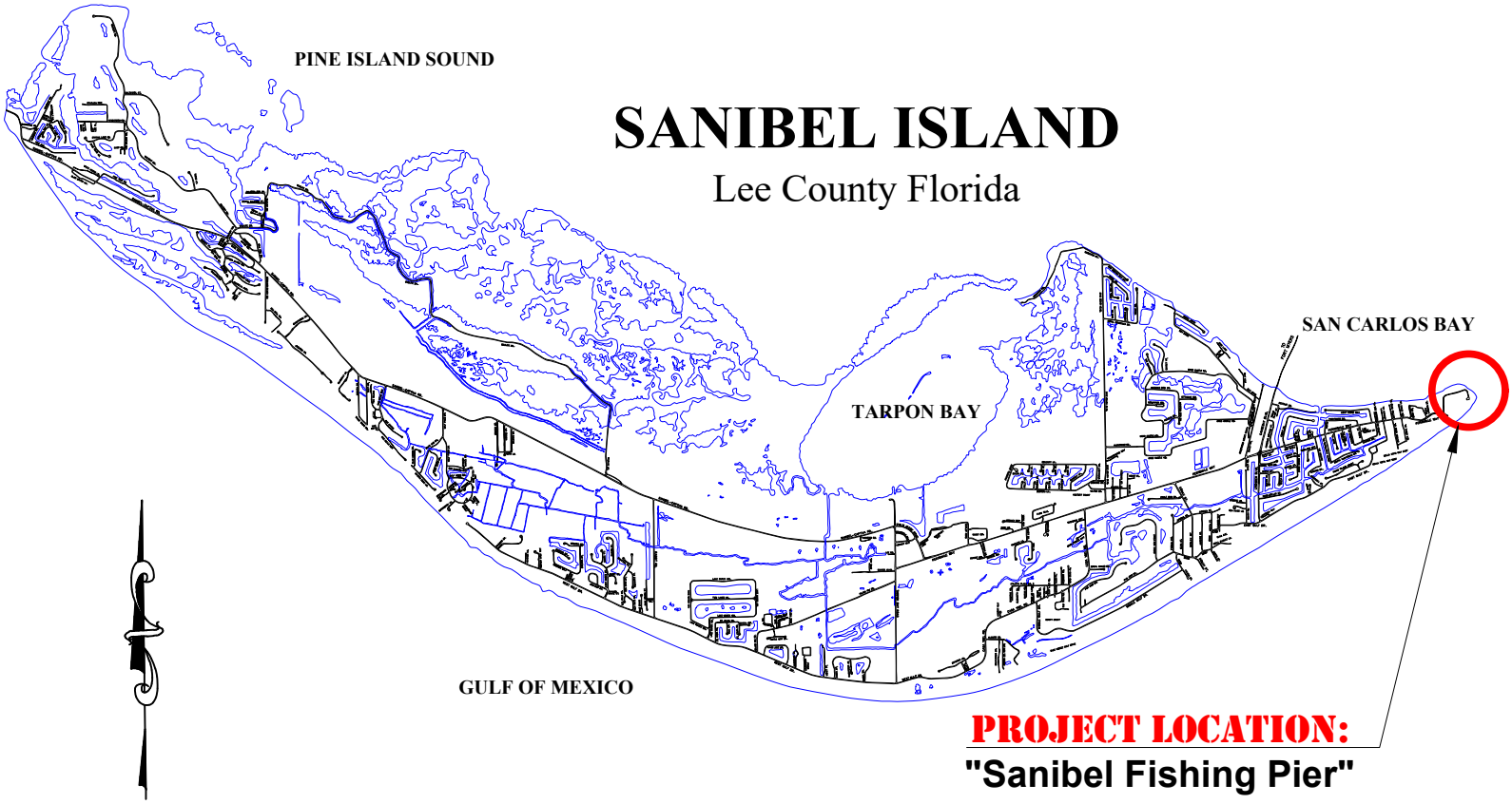
City of Sanibel

800 Dunlop Road
Sanibel, FL 33957



PROJECT LOCATION:

"Sanibel Fishing Pier"
144 Periwinkle Way
Sanibel, FL 33957

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City of Sanibel

Required Bid Items

Fishing Pier Temporary Repairs
Pending Full Replacement

May 28, 2026 @ 2:30p.m.

No.	Name	Page Reference
No.	**Name**	**Page Reference**
1	Bid Package in sealed envelope marked with Title of Bid, Bid Number, Name & Address of Bidder	Cover page Invitation to Bid
2	Complete Proposal on form provided	Pages A-1 and P-1 through P-4
3	Complete Unit Price Proposal	Pages P-1 through P-4
4	Complete Similar Project Experience	Pages SPE-1 through SPE-6
5	Include Certified Check or Bid Bond 5% or more of total bid price	Pages A-1 and IB-4
6	Acknowledge issued addenda on page 2 of Proposal Form	Pages IB-2, P-2, GC-1
7	Letter or statement from Bidder's surety company it will execute and deliver a 100% Performance and Payment Bond	Page IB-3
8	Furnish evidence they have ability & experience, have sufficient capital and plant, and minimum 5-years of experience	Page IB-4, Pages SPE-1 through SPE-6

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SPECIMEN FORM OF CONTRACT

THIS CONTRACT, made this _____ day of _____, 2026, by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and _____ a Florida profit corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, OWNER and CONTRACTOR hereby agree as follows:

1. The term "CONTRACT DOCUMENTS" means and includes the following, all of which are incorporated herein and made part of the CONTRACT:

   A. Specifications for the **"Fishing Pier Temporary Repairs Pending Full Replacement"** dated **April 27, 2026** including, without limitation, all General Specifications, General Conditions, Special Provision, Required Contract Provisions, Technical Specifications, and Appendices
   B. Bidding Documents, including Advertisement, Information to Bidders, and Addenda
   C. CONTRACTOR'S Proposal in response to **ITB-BP-0-2026/JH**
   D. This CONTRACT
   E. Performance and Payment Bond
   F. Notice of Award
   G. Notice to Proceed
   H. Change Order(s)

2. The CONTRACTOR will commence and complete the construction which includes:

   "Fishing Pier Temporary Repairs Pending Full Replacement" as described in the CONTRACT DOCUMENTS (the "WORK")

3. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the WORK.

4. The CONTRACTOR will commence the WORK within 6 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.

5. The CONTRACTOR agrees to perform all of the WORK in accordance with the CONTRACT DOCUMENTS for the sum of **$_____** said amount being the total "**unit price sum / lump sum price"** as listed on the Contractor's proposal form as submitted for this project.

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. The CONTRACT DOCUMENTS embody the entire agreement of CONTRACTOR and OWNER regarding the Work. No deviation from the CONTRACT DOCUMENTS will be allowed, honored or compensated unless accompanied by a fully executed change order.

8. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns; however, CONTRACTOR shall not assign or otherwise transfer its rights, duties or obligations under this CONTRACT without prior written consent of OWNER.

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)

ATTEST_____

Name_____

Title_____

OWNER City of Sanibel

By_____

Name_____

Title_____

(SEAL)

ATTEST_____

Name_____

Title_____

CONTRACTOR: _____

By_____

Name_____

Title _____

Email _____

Approved as to form

_____
City Attorney

SPECIMEN FORM OF CONTRACT
PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE

_____
(Name of Contractor)

_____
(Address of Contractor)

A _____, as principal, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

a Corporation, as Surety, are bound to

_____
(Name of Owner)

_____
(Address of Owner)

herein called Owner, in the sum of _____

_____Dollars, ($_____)

for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, **"Year"** between Principal and Owner for construction of:

   _____

   _____

   _____

   _____

   the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract and;

2. Promptly makes payments to call claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract and;

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract and;

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, **"Year"**.

ATTEST:

_____
(Principal) Secretary

_____
Principal

By_____

_____

_____

_____

(SEAL)

_____
(Witness as to Principal)

_____
(Address)

_____

ATTEST:

_____
(Surety) Secretary

_____
Surety

By_____
Attorney-in-Fact

(SEAL)

_____
(Witness as to Surety)

_____
(Address)

_____

_____
(Address)

_____

_____

NOTE: Date of bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

PROJECT: _____ OWNER: _____

ENGINEER: _____ CONTRACTOR: _____

PERIODIC ESTIMATE NO. _____ FOR PERIOD _____ TO _____

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

A. Original contract amount (Col.6) _____
B. Plus: Change Order Additions (Col.13) _____
C. Less: Change Order Deductions (Col.16) _____
D. Adjust contract amount to date _____

ANALYSIS OF WORK PERFORMED

1. Amount of original contract work performed to date (Col.8) _____
2. Change Order work performed to date _____
3. Total amount of work performed to date _____
4. Add: Materials stored at close of this period
   (Attach detailed schedule _____
5. Less: Amount retained _____ percent _____
6. Net amount earned on contract work to date _____
7. Less: Amount of previous payments_____
8. Balance due this payment_____

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this periodic estimate are correct; that all work has been performed and/or material supplied in full accordance with the Terms and Conditions of the Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that this estimate is as true and correct statement of the contract account up to and including the last day of the period covered by this Periodic Estimate, and that no part of the "Balance Due This Payment" has been received:

_____ By_____
(Contractor) (Authorized Representative)

_____ Title_____

RECOMMENDATION OF ENGINEER

In accordance with the contract and this Periodic Estimate for Partial Payment, the Contractor is entitled to payment in the amount shown above.

DATE: _____ By_____

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

PROJECT:

OWNER:

ENGINEER:

CONTRACTOR:

PERIODIC ESTIMATE NO. _____ FOR PERIOD _____TO_____

		CONTRACT AMOUNT				COMPLETED TO DATE		
ITEM NO. (1)	DESCRIPTION OF ITEM (2)	QUANTITY (3)	UNIT OF MEAS. (4)	COST PER UNIT (5)	TOTAL AMOUNT (6)	QUANTITY (7)	AMOUNT (8)	% COM-PLETE (9)
TOTAL								

PERIODIC ESTIMATE FOR PARTIAL PAYMENT (continued)

PROJECT:

OWNER:

ENGINEER:

CONTRACTOR:

PERIODIC ESTIMATE NO. _____FOR PERIOD _____ TO _____

SCHEDULE OF CHANGE ORDERS

CHANGE ORDER				ADDITIONS		
NO. (10)	DATE (11)	DESCRIPTION (12)	AMOUNT (13)	PERCENT COMPLETE (14)	AMOUNT COMPLETED TO DATE (15)	DEDUCTIONS (16)
TOTAL						

CONTRACTOR'S LETTERHEAD

CONTRACTOR'S CERTIFICATE

I, _____, the duly qualified, acting and authorized agent of the Contractor, _____ on the project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto and do further certify that all materials and equipment listed herein have been paid for in full as allowed on all prior Estimates and, if requested to do so, will show evidence of payment for same in writing before the final payment of this Estimate No. _____.

I further certify (if this is a Final Estimate) that the amount received hereunder is considered compensation and final payment in full for all work performed under the Contract, including any amendments thereto, and upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said Contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment for the Final Estimate, (in accordance with the terms of our original Contract and all Amendments thereto), during which time all terms and conditions of the original Contract Documents shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement and Indemnifying Agreements as contained in said Contract Documents.

CERTIFIED TO FOR PAYMENT ON THIS _____ DAY OF _____, **"Year"**.

CONTRACTOR'S SEAL _____
Contractor

BY: _____

TITLE: _____

Sworn to before me this _____ day of _____, **"Year"**.

_____
NOTARY

My commission expires: _____:

(NOTARY SEAL)

PROJECT: _____

OWNER: City of Sanibel _____

CHANGE ORDER NO. _____

TO: _____

_____

_____

You are hereby authorized to make the following additions and/or deductions to your contract amount.

	PREVIOUS CONTRACT AMOUNT	NET CHANGE		REVISED		CONTRACT AMOUNT
		INCREASE	DECREASE	(DEDUCT)	(ADD)	
TOTAL:	$_____	$_____	$_____	$_____	$_____	$_____

Description of Change: Add Deduct

RECOMMENDED: APPROVED:

OWNER_____
By_____ By _____
Title_____ Date_____ Title_____ Date_____

ACCEPTED:

CONTRACTOR_____
BY _____
Title _____ Date _____

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GENERAL CONDITIONS OF THE CONTRACT

SECTION 2.1 - CONTRACT DOCUMENTS

2.1.01 GENERAL:

The Contract Documents comprise the following general classifications of documents, including all additions, deletions, modifications, or other documents incorporated therein:

1. Bidding Documents
2. Contract
3. General Conditions of the Contract
4. Special Conditions
5. Specifications

2.1.02 BIDDING DOCUMENTS:

The Bidding Documents are issued by the OWNER to assist bidders in preparing their proposal include:

1. Advertisement
2. Information for Bidders
3. Proposal: The offer of a Bidder to perform the work described by the Contract Documents made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
4. Addenda to Contract Documents: Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the Bidder for the preparation of his Proposal, shall be covered in the Proposal, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

2.1.03 CONTRACT:

The Contract defines the “Contract Documents” and covers the performance of the work described in the Contract Documents including all supplemental addenda thereto and all general and special provisions pertaining to the work or materials.

2.1.04 GENERAL CONDITIONS OF THE CONTRACT:

The General Conditions of the Contract outline certain general responsibilities of the OWNER and the CONTRACTOR (who are the parties to the Contract), and those responsibilities delegated by the OWNER to the Engineer who acts as the agent of the OWNER.

1. Definitions: Wherever the words hereinafter defined, or pronouns used in their stead, occur in these specifications and contract documents, they shall have the meanings herein given:

   A. The word "OWNER" shall mean the municipality, person, firm, or corporation as specified in the Advertisement for Bids, for whom the work is to be done.

B. The word "CONTRACTOR" shall mean the person, firm, or corporation entering into a contract with the OWNER to construct and complete the work as herein specified, set out and shown.

C. The word "sub-contractor" shall mean a person, firm, or corporation, other than a CONTRACTOR, supplying labor and materials or labor for work at the site of the project.

D. The word "Engineer" shall mean the project engineer as designated by the OWNER.

2.1.05 SPECIAL CONDITIONS:

Special Conditions are special provisions not included in the General Conditions of the Contract, which apply to this specific project.

2.1.06 DRAWINGS AND SPECIFICATIONS:

The intent of the Drawings and Specifications is that the CONTRACTOR shall furnish all labor, materials, equipment, and transportation necessary for the proper execution of the work, unless specifically noted otherwise. The CONTRACTOR shall do all the work outlined in the Contract Documents and all incidental work necessary to complete the project in a substantial and acceptable manner, and fully complete the work or improvement, operational and ready for occupancy by the OWNER.

1. Discrepancies: Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings and Specifications shall be immediately reported to the Engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Any work done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR'S risk.

2. Adequacy: Responsibility for adequacy of the design and for sufficiency of the Drawings and Specifications shall be borne by the OWNER. The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied by the OWNER through the Engineer or by the Engineer as representative of the OWNER. The Drawings and Specifications shall be considered inseparable documents; and in considering them, the CONTRACTOR shall rely upon both instruments in order to perform the work in accordance with their combined intent.

3. Additional Instructions: Further instructions may be issued by the Engineer during the progress of the work by means of Drawings, or otherwise to make more clear or specific the Drawings and Specifications or as may be necessary to explain or illustrate changes in the work to be done. Where said correction of errors or omissions, except as provided in the next two paragraphs below, adds to the amount of work to be done by the CONTRACTOR, compensation for said additional work shall be made under the item for Extra Work except where the additional work may be classed under some item of work for which a unit price is included in the proposal.

4. The fact that specific mention of the fixture, or of any part of work, is omitted in the specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the drawings, or is usually and customarily required to fully complete such work as is specified herein, will not entitle the CONTRACTOR to consideration in the matter

of any claim for extra compensation, but the said fixtures or work or both must be installed or done the same as if called for by both drawings and specifications.

5. All work indicated on the drawings and not mentioned in the specifications or vice versa, and all work and material usual and necessary to make work complete in all its parts, whether or not they are indicated on the drawings or mentioned in the specifications, shall be furnished and executed the same as if they were called for by both the drawings and specifications.

6. Plans and Specifications: The Engineer may furnish the CONTRACTOR up to 5 sets of plans and specifications covering this project at no cost to the CONTRACTOR. For each set of plans and specifications furnished to the CONTRACTOR, or any of his sub-contractors, in excess of this number, the CONTRACTOR shall be billed at actual cost of printing and delivery.

7. Dimensions: Only figured dimensions on the Drawings will be used by the CONTRACTOR. Where the work of the CONTRACTOR is affected by finish dimensions, these shall be determined by the CONTRACTOR at the site, and he shall assume the responsibility, therefore.

2.1.07 CONTRACT DOCUMENTS FOR THE USE OF THE ENGINEER:

The CONTRACTOR shall maintain one complete set of the Contract Documents at the job site which shall always be available to the Engineer and upon which the CONTRACTOR shall record all changes and field adjustments. The CONTRACTOR shall keep one copy of plans, shop drawings, and supplemental drawings at the site in good order and annotated to show all changes made during construction. An as-built survey of the project shall be performed and submitted to OWNER prior to final acceptance. The survey shall be conducted in accordance with the standards set forth in Chapter 472 of the Florida Statutes and the Minimum Technical Standards for such survey as specified in Chapter 61G17 of the Florida Administrative Code. The cost of the survey shall be borne by the CONTRACTOR.

SECTION 2.2 - OWNER-CONTRACTOR-ENGINEER RELATIONS

2.2.01 OWNER'S RIGHTS AND RESPONSIBILITIES:

1. Lands by OWNER: The OWNER will provide the lands shown on the Drawings or described in the Specifications upon which the work under the Contract is to be performed and to be used for right-of-way for access. Any delay in furnishing these lands by the OWNER will be deemed proper for adjustment in the Contract Amount and in the time of completion.

2. Base Lines and Bench Marks: Unless otherwise specified, the OWNER will establish base lines, and bench marks.

3. OWNER'S Right to Correct Deficiencies: Upon failure to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five days' written notice to the CONTRACTOR, the OWNER may, without prejudice to any other remedy he may have, correct such deficiencies in work intended to become a permanent part of the project. The cost to correct such deficiencies may be deducted from the payment due the CONTRACTOR.

4. Suspension of Work by OWNER: The OWNER shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable to carry out the provisions of the Contract, or to supply materials meeting the requirements of the Contract Documents.

   A. Notice: The work or any portion thereof may be suspended at any time by the OWNER provided that he gives the CONTRACTOR five days' notice of suspension which shall set forth the date on which work is to be resumed. The CONTRACTOR shall resume the work upon written notice from the OWNER and within ten days after the date set forth in the notice of suspension. If the OWNER does not give written notice to resume work within ten days of the date fixed in the notice of suspension, the CONTRACTOR may abandon that portion of the work so suspended and shall be entitled to payment in accordance with Paragraph 2.6.09, Payment for Work Suspended by the OWNER.

   B. In case of any suspensions, the time in which the CONTRACTOR is required to complete the work shall be extended as many working days as the same is suspended; provided, however, that if the work is suspended on account of failure on the part of the CONTRACTOR to comply with specifications, such extensions of time will not be allowed.

5. OWNER'S Right to Terminate Agreement and Complete the Work: The OWNER shall have the right to terminate his agreement with the CONTRACTOR after giving ten days' written notice of termination to the CONTRACTOR in the event of any default by the CONTRACTOR.

   A. Default by CONTRACTOR: It shall be considered a default by the CONTRACTOR whenever he shall:

      (i) Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.

      (ii) Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof.

      (iii) Fail to provide a qualified superintendent, competent workmen or sub-contractor’s, or proper materials, or fail to make prompt payment, therefore.

   B. Completion by the OWNER: In the event of termination of the Agreement by the OWNER because of default by the CONTRACTOR, the OWNER may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means he may select.

2.2.02 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES:

All work shall be done in strict accordance with the Contract Documents. Observations, construction reviews, tests, recommendations or approvals by the Engineer or persons other than the CONTRACTOR, shall in no way relieve the CONTRACTOR of his obligation to complete all work in accordance with the Contract Documents. All work shall be done under the direct supervision of the

CONTRACTOR. The CONTRACTOR shall be responsible for construction means, methods, techniques and procedures, and for providing a safe place for the performance of the work by the CONTRACTOR, Sub-contractor's, suppliers and their employees, and for access use, work or occupancy by all authorized persons. The CONTRACTOR shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction".

1. Lands by CONTRACTOR: Any land and access thereto not specifically shown to be furnished by the OWNER that may be required for temporary construction facilities or for storage of materials shall be provided by the CONTRACTOR with no liability to the OWNER. The CONTRACTOR shall confine his apparatus and storage to such additional areas as he may provide at his expense.

   A. Private and Public Property: The CONTRACTOR shall not enter upon private property for any purpose without obtaining permission; and he shall be responsible for the preservation of all public property, trees, monuments, structures, and improvements, along and adjacent to the street and/or right-of-way and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

2. Surveys: Based upon the information provided by the OWNER, the CONTRACTOR shall develop and make all detailed surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working point lines, and elevations. The CONTRACTOR shall carefully preserve benchmarks, reference points and stakes; and, in the case of destruction thereof by the CONTRACTOR or resulting from his negligence, the CONTRACTOR shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the loss or disturbance of such benchmarks, reference points, and stakes.

3. Public Utilities: The elevation and location of all public utilities shown on the Drawings were taken from existing public records. It shall be the duty of the CONTRACTOR to make final and exact determination of the location and extent of all utilities, and he will be liable for any expense resulting from damage to them.

4. Superintendent: A qualified superintendent, who is acceptable to the OWNER, shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the CONTRACTOR, and all instruction given to the superintendent shall be considered as given to the CONTRACTOR. It shall be the responsibility of this CONTRACTOR's superintendent to coordinate the work of all the sub-contractors. The superintendent shall be present on the site at all times required to perform adequate supervision and coordination.

5. Subcontracts: At the time set forth in the Contract Documents or when requested by the OWNER, the CONTRACTOR shall submit in writing for review of the OWNER the names of the sub-contractor's proposed for the work. Sub-contractor's may not be changed, except at the request or with the approval of the OWNER. The CONTRACTOR is responsible to the OWNER for the acts and deficiencies of his sub-contractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and deficiencies of his employees. The Contract Documents shall not be construed as creating

any contractual relation between any sub-contractor and the OWNER. The CONTRACTOR shall bind every sub-contractor by the terms of the Contract Documents.

A. For convenience of reference and to facilitate the letting of Contracts and Subcontracts, the Specifications are separated into titled sections. Such separation shall not, however, operate to make the OWNER or the Engineer an arbiter to establish limits to the contracts between CONTRACTOR and sub-contractor.

6. CONTRACTOR'S Right to Suspend Work or Terminate Agreement: CONTRACTOR may suspend work or terminate his Agreement with the OWNER upon ten days' written notice to the OWNER for any of the following reasons:

A. If an order of any court or other public authority caused the work to be stopped or suspended for a period of 90 days through no act or fault of the CONTRACTOR or his employees.

B. If the OWNER should fail to pay the CONTRACTOR any sum within 45 days after its award by arbitrators.

7. Work During an Emergency: The CONTRACTOR shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases, he shall notify the OWNER of the emergency as soon as practicable, but he shall not wait for instruction before proceeding to properly protect both life and property.

2.2.03 RESPONSIBILITY OF THE ENGINEER:

The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications, and all questions as to the acceptable fulfillment of the Agreement on the part of the CONTRACTOR. The duties and responsibilities of the Engineer as set forth herein shall not be extended, except through written consent of the Engineer and the OWNER.

1. Observation of the Work: All materials and each part or detail of the work shall always be subject to observation by the Engineer and the OWNER; and the CONTRACTOR will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship, and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant, or shop. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the CONTRACTOR as is required to make his observations and construction review.

2. Acceptability of Work: The Engineer's decision as to the acceptability or adequacy of the work shall be final and binding upon the CONTRACTOR. The CONTRACTOR agrees to abide by the Engineer's decision relative to the performance of the work.

3. Engineer's Decisions: All claims of the OWNER or the CONTRACTOR shall be presented to the Engineer for decision which shall be final, except in cases where time and/or financial considerations are involved, which shall be subject to arbitration.

2.2.04 ORAL AGREEMENTS:

No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents; and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than a definitely agreed waiver or modification thereof in writing; and no evidence shall be introduced in any proceeding of any other waiver or modification.

2.2.05 OBSERVATION OF COMPLETED WORK

The CONTRACTOR shall remove or uncover such portions of the completed work as may be directed by the OWNER at any time before acceptance of the work. After examination, the CONTRACTOR shall restore the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the restoring of the work shall be paid for as Extra Work; but should the work exposed or examined prove unacceptable, the uncovering, removing, and restoring of the work shall be at the CONTRACTOR'S expense.

2.2.06 WORK BY OWNER OR OTHER CONTRACTOR'S:

1. Separate Contracts: The OWNER may let other contracts in connection with the work of the CONTRACTOR. The CONTRACTOR shall cooperate with other CONTRACTOR'S regarding storage of materials and execution of their work. It shall be the CONTRACTOR'S responsibility to inspect all work by other CONTRACTOR'S affecting his work and to report to the OWNER any irregularities which will not permit him to complete his work in a satisfactory manner. His failure to notify the OWNER of such irregularities shall indicate the work of other CONTRACTOR'S has been satisfactorily completed to receive his work. The CONTRACTOR shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the CONTRACTOR to measure the completed work in place and report to the OWNER immediately any difference between completed work by others and the provisions of the Contract Documents.

2. Written Agreement: Whenever work being done by the OWNER through his own employees or through other CONTRACTOR'S is contiguous to work covered by the Contract Documents, the respective rights of the various interests involved shall be established by written agreement to secure the completion of the various portions of the work in general harmony.

2.2.07 SECTION DELETED

2.2.08 NIGHT AND SUNDAY WORK:

No night or Sunday work requiring the presence of an Engineer or Inspector will be permitted, except in case of emergency and then only to such an extent as it is absolutely necessary and with written approval of the Engineer, provided that the clause shall not operate in case of a gang organized for regular and continuous night work, and on work which, in the opinion of the Engineer, can be performed satisfactorily at night or on Sunday.

SECTION 2.3 - MATERIALS, EQUIPMENT, AND WORKMANSHIP

2.3.01 MATERIALS AND EQUIPMENT:

The materials and equipment installed in the work shall meet the requirements of the Contract Documents, and no materials or equipment shall be ordered until reviewed by the Engineer. All materials and equipment not otherwise specifically indicated shall be furnished by the CONTRACTOR. The CONTRACTOR shall guarantee all materials and equipment he provides in accordance with Paragraph 2.3.08.

1. Substitutions: In order to establish standards of quality, the Engineer has, in the detailed Specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

   A. The CONTRACTOR shall furnish the complete list of proposed desired substitutions prior to signing of the Contract, together with such engineering and catalog data as the Engineer may require.

   B. The CONTRACTOR shall abide by the Engineer's recommendation when proposed substitute materials or items of equipment are not recommended for installation and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General CONTRACTOR and not by individual trades or material suppliers. The Engineer will review proposed substitutions and make his recommendations in writing within a reasonable time.

2. Space Requirements: It shall be the responsibility of the CONTRACTOR to ensure that materials and equipment to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Contract Documents.

3. Arrangement: Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the CONTRACTOR to install the equipment to operate properly, and in harmony with the intent of the Contract Documents, and to make all changes in the work required by such arrangement.

4. Unacceptable Materials and Equipment: Materials and equipment which do not conform to the requirements of the Contract Documents, are not equal to samples reviewed by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall not be furnished nor installed.

5. Storage: Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the OWNER or lessee.

6. Manufacturer's Directions: Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

2.3.02 SAMPLES:

All samples called for in the Specifications or required by the Engineer shall be furnished by the CONTRACTOR and shall be submitted to the Engineer for his review. Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted.

1. Samples for Tests: CONTRACTOR shall furnish such samples of material as may be required for examination and test. All samples of materials for tests shall be taken according to standard methods or as provided in the Contract Documents.

2. CONTRACTOR'S Guaranty: All samples shall be submitted by the CONTRACTOR with a covering letter indicating that such samples are recommended by the CONTRACTOR for the service intended and that the CONTRACTOR'S Guaranty will fully apply.

3. All materials, equipment, and workmanship shall be in accordance with samples guaranteed by the CONTRACTOR and reviewed by the Engineer.

2.3.03 SHOP DRAWINGS:

The CONTRACTOR shall provide shop drawings, setting schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Drawings, Specifications, or the Engineer's instructions. Deviations from the Drawings and Specifications shall be called to the attention of the Engineer at the time of the first submission of shop drawings and other drawings for consideration. The Engineer's review of any drawings shall not release the CONTRACTOR from responsibility for such deviations. Shop drawings shall be submitted according to a schedule prepared jointly by the CONTRACTOR and the Engineer.

1. CONTRACTOR'S Certification: When submitted for the Engineer's review, shop drawings shall bear the CONTRACTOR'S certification that he has reviewed, checked, and approved the shop drawings; that they are in harmony with the requirements of the Project and with the provisions of the Contract Documents; and that he has verified all field measurements and construction criteria, materials, catalog numbers, and similar data. CONTRACTOR shall also certify that the work represented by the shop drawings is recommended by the CONTRACTOR and the CONTRACTOR'S Guaranty will fully apply.

2.3.04 EQUIPMENT DATA:

The CONTRACTOR shall submit for the Engineer’s review complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number, and general type. This submission shall be compiled by the CONTRACTOR and reviewed by the Engineer before any of the equipment is ordered.

1. Index: Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for each reference.

2. Relation to Contract Documents: Catalog data for equipment reviewed by the Engineer shall not supersede the Engineer's Contract Documents. The review of the Engineer shall not relieve the CONTRACTOR from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for error of any sort in the items submitted. The CONTRACTOR shall check the work described by the catalog data with the Engineer's Contract Documents for deviations and errors.

3. CONTRACTOR'S Certification: Equipment data shall be submitted by the CONTRACTOR with a covering letter indicating that he has reviewed, checked and approved the data submitted; that they are in harmony with the requirements of the project and with the provisions of the Contract Documents; and that he has verified all field measurements and construction criteria, materials, catalog numbers, and similar data. CONTRACTOR shall also certify that the work represented by the shop drawings is recommended by the CONTRACTOR and that his Guaranty will fully apply.

2.3.05 REJECTED WORK AND MATERIALS:

Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten days after written notice is given by the OWNER, and the work shall be re-executed by the CONTRACTOR. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

1. Should the CONTRACTOR fail to remove rejected work or materials within ten days after written notice to do so, the OWNER may remove them and may store the materials.

2. Correction of faulty work after final payment shall be in accordance with Paragraph 2.5.12.

2.3.06 CUTTING AND PATCHING:

The CONTRACTOR shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. He shall restore all such cut or patched work as approved by the Engineer. Cutting of existing structure that may endanger the work, adjacent property, workmen, or the public shall not be done.

2.3.07 CHARACTER OF WORKMEN:

The CONTRACTOR shall always be responsible for the conduct and discipline of his employees and/or any sub-contractor or persons employed by sub-contractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the CONTRACTOR or sub-contractor who does not perform his work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the OWNER, be discharged immediately and shall not be employed again in any portion of the work without the approval of the OWNER.

2.3.08 GUARANTY:

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of written acceptance of the work.

1. Correction of faulty work after final payment shall be as provided in Paragraph 2.5.12.

2.3.09 A.S.T.M. DESIGNATION:

Wherever the letters “A.S.T.M.” are used in these specifications, it shall be understood as referring to the American Society for Testing Materials. When reference is made to a certain Designation Number of a specification or test as set out or given by the American Society of Testing Materials, it shall be understood to mean the current, up-to-date standard specification or tentative specification for that particular process, material, or test as currently published by that group.

SECTION 2.4 – INSURANCE, LEGAL RESPONSIBILITY, AND SAFETY

2.4.01 INSURANCE:

CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as well as provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any sub-contractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be with insurers qualified to do business in the state of the Project location.

1. Types: The types of insurance the CONTRACTOR is required to obtain and maintain for the full period of the Contract will be Workmen's Compensation and Employer's Liability, Comprehensive General Liability and Automobile Liability, U.S.L.& H. coverage (if applicable), Jones Act (if applicable) and an Excess Liability Umbrella Insurance as detailed in the following specifications.

2. Evidence: As evidence of specified insurance coverage, the OWNER may, in lieu of actual policies, accept a Certificate of Insurance on Accord Form 25 issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten days’ notice in writing to be delivered by registered mail to the OWNER. Should any policy be canceled before final payment by the OWNER to the CONTRACTOR and the CONTRACTOR fails immediately to procure other insurance as specified, the OWNER reserves the right to procure such insurance and to deduct the cost thereof from any sum due the CONTRACTOR under this Contract.

3. Adequacy of Performance: Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the CONTRACTOR fails immediately to procure other insurance as specified, the OWNER reserves the right to procure such insurance and to charge the cost thereof to the CONTRACTOR.

4. Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the CONTRACTOR'S responsibility for payment of damages resulting from his operations under this Contract.

2.4.02 COMPREHENSIVE GENERAL LIABILITY INSURANCE:

1. General liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include premises-operations, underground hazard, products/completed operations hazard, contractual insurance, broad

form property damage, independent CONTRACTOR'S, and personal injury. The limits for bodily injury shall be $500,000 each occurrence and $500,000 aggregate. The limits for property damage shall be $100,000 each occurrence and $100,000 aggregate.

2. Automobile liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include owned, hired, and non-owned vehicles. The limits for bodily injury shall be $500,000 each person and $500,000 each accident. The limits for property damage shall be $100,000.

3. Excess liability insurance shall provide an umbrella form coverage for both bodily injury and property damage combined with a minimum limit of $2,000,000.

4. Indemnity: Included in such insurance will be contractual coverage sufficiently broad to insure the OWNER, the Engineer, their consultants and each of their officers, agents, and employees as additional insured under the General Liability Policy. See Paragraph 2.4.05 below for provisions of Indemnity.

2.4.03 WORKMEN'S COMPENSATION INSURANCE:

CONTRACTORS shall provide the statutory Workmen's Compensation and Employer's Liability Insurance requirements of the most current and applicable state Workmen's Compensation Insurance Laws.

2.4.04 DELETED

2.4.05 INDEMNITY:

The CONTRACTOR (sub-contractor) hereinafter "Indemnitor", hereby agrees to indemnify, save and hold harmless, and defend at its own expense the Engineer, OWNER, their respective partners, agents, employees, and anyone else acting for or on behalf of any of them, and any other person or entity for whom any of them may be legally responsible (herein collectively called "Indemnities") from all claims, losses, damages, suits, costs and expenses, including attorneys' fees, or actions of any nature whatsoever which arise out of or are connected with, or are alleged to arise out of or be connected with, the Work to be performed herein; including without limiting the generality of the foregoing, all liability for damages, loss, claims, demands, and actions arising or alleged to arise from injury including death, damage to property including the loss of use thereof and consequential damages therefrom, or damages arising out of economic loss, to any person or entity including any Indemnitee or Indemnitor or its employees, servants and agents whether based upon, or claimed to be based upon, statutory (including without limiting the generality of the foregoing, workmen's compensation), contractual, tort or other liability of any Indemnitee whether or not caused, or alleged to be caused, in whole or in part, by the joint, several or sole negligence, breach of contract, breach of warranty, strict liability, or other breach of duty by any Indemnitee, its partners, employees, agents, and anyone else for or on behalf of any of them, or any other person for whom any Indemnitee may be responsible.

In the event more than one Indemnitor is responsible or alleged to be responsible in respect to an accident or occurrence covered by this indemnification, then all of such Indemnitor shall be jointly and severally responsible to the Indemnities for indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee.

The indemnity provided hereunder shall not include indemnification of the Engineer in respect to claims arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by

the Engineer, his agents or employees; provided that such giving or failure to give is a primary cause of the injuries and damages.

If any part of these indemnity provisions is adjudged to be contrary to law, the remaining parts of these provisions shall in all other respects be and remain legally effective and binding. Moreover, these indemnity provisions shall not be construed to eliminate or in any way reduce any other indemnification or right which the Engineer and OWNER has by law.

2.4.06 WAIVER OF SUBROGATION:

The OWNER and the CONTRACTOR waive all rights against (1) each other and other sub-contractors, agents, and employees of each other, and (2) the Engineer and separate CONTRACTOR'S, if any, and their sub-contractors, agents, and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Section 2.4 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of
such insurance held by the OWNER as trustees. The OWNER or the CONTRACTOR, as appropriate, shall require of the Engineer, separate CONTRACTOR'S and sub-contractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this subparagraph 2.4.06.

2.4.07 PATENTS AND ROYALTIES:

If any design, device, material, or process covered by letters, patent or copyright is used by the CONTRACTOR, he shall provide for such use by legal agreement with the OWNER of the patent or a duly authorized licensee of such OWNER and shall save harmless the OWNER and the Engineer from any and all loss or expense on account thereof, including its use by the OWNER.

2.4.08 PERMITS:

All permits and licenses (except as listed hereafter) necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. The permits for construction within or across the property, rights-of-way, or easements of highways, railroads, gas lines, electric power transmission lines, water lines, telephone lines, telegraph lines, levees, or other utilities shall be secured and paid for by the OWNER. City of Sanibel Building Dept. permit fees shall be paid for by the OWNER.

2.4.09 LAWS TO BE OBSERVED:

The CONTRACTOR shall give all notices and comply with all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the OWNER and the Engineer against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for this work in relation to any such law, ordinance, regulations, order or decree, the CONTRACTOR shall forthwith report the same to the Engineer in writing.

1. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein; and the contract shall be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion. This shall include but not be limited to the Occupational Safety and Health Act of 1970.

2.4.10 WRITTEN NOTICE:

Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm, or corporation, or to the last business address of such known to him who serves the notice.

1. Change of Address: It shall be the duty of each party to advise the other parties to the Contract as to any change in his business address until completion of the Contract.

2.4.11 ASSIGNMENT OF CONTRACT:

Neither the CONTRACTOR nor the OWNER shall sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder, without written consent of the other party.

2.4.12 ORAL AGREEMENTS:

No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents; and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

2.4.13 WORK DURING AN EMERGENCY:

The CONTRACTOR shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall not wait for instructions before proceeding to properly protect both life and property.

2.4.14 WARNING SIGNS AND BARRICADES:

The CONTRACTOR shall provide adequate signs, barricades, warning lights, and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by suitable signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist.

2.4.15 PUBLIC CONVENIENCE:

The CONTRACTOR shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public, except with the permission of the proper authorities. Fire hydrants on or adjacent to the work shall always be kept accessible to fire-fighting equipment. Temporary provisions shall be made by the CONTRACTOR to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed.

2.4.16 SAFETY:

In accordance with general accepted construction practices, the CONTRACTOR shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected

directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the OWNER and shall not be limited to normal working hours.

1. The duty of the Engineer to conduct construction review of the CONTRACTOR'S performance is not intended to include review of the adequacy of the CONTRACTOR'S safety measures in, on, or near the construction site.

2.4.17 EXISTING CONSTRUCTION:

When new construction is adjacent to or crosses highways, railroads, streets, or utilities under the jurisdiction of State, County, City, or other public agency, public utility, or private entity, the OWNER shall secure written permission from the proper authority before executing such new construction. The CONTRACTOR shall satisfy himself that the OWNER has secured written permission before any work is done. The CONTRACTOR shall acquaint himself with and shall execute the work in accordance with any and all requirements of the written permit. The CONTRACTOR shall replace or repair all existing construction damaged in the execution of this Contract. The CONTRACTOR will be required to furnish a release from the proper authority before final acceptance of the work.

2.4.18 SANITARY PROVISIONS:

The CONTRACTOR shall provide and maintain such sanitary accommodations for the use of his employees and those of his sub-contractor's as may be necessary to comply with the requirements and regulations of the local and state departments of health.

2.4.19 NONDISCRIMINATION IN EMPLOYMENT:

The CONTRACTOR agrees:

1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no CONTRACTOR, or sub-contractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen who is qualified and available to perform the work to which the employment relates.

2. That no CONTRACTOR, sub-contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

3. The CONTRACTOR agrees to comply with any Federal, State, or local law with respect to nondiscrimination in employment.

SECTION 2.5 - PROGRESS AND COMPLETION OF WORK

2.5.01 NOTICE TO PROCEED:

Following the execution of the Contract by the OWNER and the CONTRACTOR, written Notice to Proceed with work shall be given by the OWNER to the CONTRACTOR. The CONTRACTOR shall begin and shall prosecute the work regularly and uninterruptedly thereafter and not before (except as provided for herein) with such force as to secure the completion of the work within the Contract Time.

2.5.02 CONTRACT TIME:

The CONTRACTOR shall complete, in an acceptable manner, all of the work contracted for in the time stated herein. Computation of Contract Time shall commence on the day specified in the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as Contract Time.

2.5.03 SCHEDULE OF COMPLETION:

The CONTRACTOR shall submit, at such times as may reasonably be requested by the Engineer, schedules showing the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the various parts of the work, and estimated date of completion of each part.

2.5.04 CHANGES IN THE WORK:

The OWNER may, as the need arises, order changes in the work through additions, deletions, or modifications to the extent of 25% of the original Contract Amount, without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

2.5.05 EXTRA WORK:

New and unforeseen items of work found to be necessary, and which cannot be covered by any item or combination of items for which there is a Contract price, shall be classed as Extra Work. The CONTRACTOR shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the OWNER as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the CONTRACTOR as required.

2.5.06 EXTENSION OF CONTRACT TIME:

A delay beyond the CONTRACTOR'S control occasioned by an Act of God, by act or omission on the part of the OWNER, or by strikes, lockouts, fire, etc., may entitle the CONTRACTOR to an extension of time in which to complete the work as agreed by the OWNER, provided, however, that the CONTRACTOR shall immediately give written notice to the OWNER of the cause of such delay.

1. Act of God shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God, and no reparation shall be made to the CONTRACTOR for damages to the work resulting therefrom.

2.5.07 USE OF COMPLETED PORTIONS:

The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the

CONTRACTOR shall be entitled to such extra compensation or extension of time or both, as agreed by the OWNER.

2.5.08 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS, AND SUPPLIES:

At the termination of this Contract, before acceptance of the work by the OWNER, the CONTRACTOR shall remove all of his equipment, tools, and supplies from the property of the OWNER. Should the CONTRACTOR fail to remove such equipment, tools, and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR.

2.5.09 CLEANING UP:

The CONTRACTOR shall remove from the OWNER'S property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees and shall remove all surplus materials leaving the site smooth, clean, and true to line and grade.

2.5.10 ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION:

When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer shall prepare an Engineer's Certificate of Substantial Completion to be acknowledged and accepted by the OWNER and the CONTRACTOR. The Certificate may list items to be completed or corrected, but such Certificate shall not relieve the CONTRACTOR of his obligation to complete all work, whether listed or not, in accordance with the Contract Documents nor will it preclude any right the OWNER may have for recourse in accordance with the Contract Documents.

2.5.11 TERMINATION OF CONTRACTOR'S RESPONSIBILITY:

The Contract will be considered complete when all work has been finished, the final review made up by the Engineer, and the project accepted in writing by the OWNER. The CONTRACTOR'S responsibility shall then cease, except as set forth in his Performance and Payment Bond, as provided in Paragraph 2.3.08 Guaranty, and as provided in Paragraph 2.5.12 Correction of Faulty Work After Final Payment.

2.5.12 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT:

The making of the final payment by the OWNER to the CONTRACTOR shall not relieve the CONTRACTOR of responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly replace any such defects discovered within one year from the date of written acceptance of the work.

2.5.13 LIQUIDATED DAMAGES:

In the event the CONTRACTOR fails to complete satisfactorily the entire work contemplated and provided for under this contract on or before the date of completion determined as described elsewhere herein, the OWNER shall deduct from the monies due to CONTRACTOR the sum of One Thousand Five Hundred Dollars ($1,500.00) for each calendar day of delay, which sum is agreed upon not as a penalty but as a fixed and liquidated damage for each day of such delay, to be paid in full and subject to no deduction, it being understood and agreed that the time of completion is of the essence. If the monies due the CONTRACTOR are less than the amount of such liquidated damages, then the CONTRACTOR shall pay the balance to the OWNER.

2.5.14 INCENTIVE CLAUSE:

The City of Sanibel will pay the CONTRACTOR an "Incentive Bonus" in the sum of One Hundred Dollars ($100.00) for each calendar day if the work in the Contract is completed in accordance with the Contract Documents, as determined by the Engineer, before the documented project completion date.

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of Suppliers, sub-contractor's or other CONTRACTOR'S, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspension of CONTRACTOR'S operations, or other such events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on performance by the CONTRACTOR are specifically contemplated and acknowledged by the parties in entering into this Contract and shall not extend the "Incentive Bonus" Completion Date set forth above.

SECTION 2.6 – PAYMENTS TO CONTRACTOR

2.6.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT:

Except in cases where unit prices form the basis for payment under the Contract, the CONTRACTOR shall, within ten days of receipt of Notice to Proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

2.6.02 REQUESTS FOR PAYMENT:

Progress Payments. OWNER may make progress payments on the project based on the CONTRACTOR'S Applications for Payment as recommended by the Engineer during construction as provided below.

1. Prior to Substantial Completion progress payments will be in an amount equal to 90% of the Work completed, and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as Engineer shall determine in accordance with paragraph 2.6.05 of the General Conditions.

2.6.03 DELETED

2.6.04 OWNER'S ACTION ON REQUEST FOR PAYMENT:

Within 30 days after receipt of a Request for Payment from the CONTRACTOR, the OWNER shall:

1. Process the Request for Payment as recommended by the Engineer.

2. Pay such other amount, in accordance with Paragraph 2.6.05, as he shall decide is due the CONTRACTOR, informing the CONTRACTOR and the Engineer in writing of his reasons for paying the amended amount.

3. Withhold payment in accordance with Paragraph 2.6.05, informing the CONTRACTOR and the Engineer of his reasons for withholding payment.

2.6.05 OWNER'S RIGHT TO WITHHOLD PAYMENT OF A REQUEST FOR PAYMENT:

The OWNER may withhold payment, in whole or in part, of a Request for Payment to the extent necessary to protect himself from loss on account of any of the following:

1. Defective work.

2. Evidence indicating the probable filing of claims by other parties against the CONTRACTOR which may adversely affect the OWNER.

3. Failure of the CONTRACTOR to make payments due to sub-contractors, material suppliers, or employees.

4. Damage to another CONTRACTOR.

2.6.06 PAYMENT FOR UNCORRECTED WORK:

Should the OWNER direct the CONTRACTOR not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the OWNER for the Uncorrected work.

2.6.07 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS:

The removal of work and materials rejected in accordance with Paragraph 2.3.05 and the re-execution of acceptable work by the CONTRACTOR shall be at the expense of the CONTRACTOR, and he shall pay the cost of replacing the work of other CONTRACTOR'S destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

1. Removal by OWNER: Removal of rejected work or materials and storage of materials by the OWNER, in accordance with Paragraph 2.3.05, shall be paid by the CONTRACTOR within 30 days after written notice to pay is given by the OWNER. If the CONTRACTOR does not pay the expenses of such removal and after ten days written notice being given by the OWNER of his intent to sell the materials, the OWNER may sell the materials at auction or at private sale and will pay the CONTRACTOR the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the CONTRACTOR.

2.6.08 PAYMENT FOR EXTRA WORK:

Written notice of claims for payment for Extra Work shall be given by the CONTRACTOR within ten days after receipt of instructions from the OWNER to proceed with the Extra Work and before any work is commenced, except in an emergency endangering life or property. No claim shall be valid unless so made. In all cases, the CONTRACTOR'S itemized estimate sheets showing all labor and material shall be submitted to the OWNER. The OWNER'S order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment.

1. Unit prices or combinations of unit prices which formed the basis of the original Contract.

2. A lump sum based on the CONTRACTOR'S estimate and accepted by the OWNER.

3. Actual cost plus 15% for overhead and profit. Actual costs are defined as follows:

   A. Labor costs, including all allowances for holidays, vacation, sick leave, apprentice programs, hospitalization, or other "fringe benefits" and including time of foreman while engaged directly upon extra work.

   B. Labor insurance and taxes.

   C. Materials and supplies used on the work.

   D. Associated General CONTRACTORS of America standard rental rates on each piece of equipment having a value in excess of $50.00. Equipment and tools of lesser value are considered "small tools" and, as such, are considered to be part of overhead.

2.6.09 PAYMENT FOR WORK SUSPENDED BY THE OWNER:

If the work or any part thereof shall be suspended by the OWNER and abandoned by the CONTRACTOR as provided in Paragraph 2.2.01 d., Suspension of Work by OWNER, the CONTRACTOR will then be entitled to payment for all work done on the portions so abandoned, plus 15% of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

2.6.10 PAYMENT FOR WORK BY THE OWNER:

The cost of the work performed by the OWNER, in removing construction equipment, tools, and supplies in accordance with Paragraph 2.5.08, Removal of Construction Equipment, Tools, and Supplies, and in correcting deficiencies in accordance with Paragraph 2.2.01 e., OWNER'S Right to Terminate the Agreement and Complete the Work shall be paid by the CONTRACTOR.

2.6.11 PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT:

Upon termination of the Contract by the OWNER in accordance with Paragraph 2.2.01 e., OWNER'S Right to Terminate Agreement and Complete the Work, no further payments shall be due the CONTRACTOR until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the CONTRACTOR. If the cost of completing the work shall exceed the unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. The cost incurred by the OWNER, as herein provided, and the damage incurred through the CONTRACTOR'S default, shall be certified by the OWNER.

1. Unpaid Balance: If the unpaid balance of the Contract Sum exceeds the cost of finishing the work, including compensation for the Engineer's additional services, such shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. The cost incurred by the OWNER as herein provided shall be certified by the Engineer.

2.6.12 PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR:

Upon suspension of the work or termination of the Contract by the CONTRACTOR in accordance with Paragraph 2.2.02f, CONTRACTOR'S Right to Suspend Work or Terminate Agreement, the CONTRACTOR shall recover payment from the OWNER for the work performed, plus loss on plant and materials, plus established profit and damages.

2.6.13 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS:

Samples furnished in accordance with Paragraph 2.3.02, Samples, shall be furnished by the CONTRACTOR at his expense and may be used in the work, after acceptance.

1. Testing of samples and materials furnished in accordance with Paragraph 2.3.02, Samples, shall be arranged and paid for by the OWNER.

2.6.14 ACCEPTANCE AND FINAL PAYMENT:

When the CONTRACTOR shall have completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the OWNER and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The CONTRACTOR shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the OWNER, the OWNER will release the CONTRACTOR, except as to the conditions of the Performance and Payment Bond, any legal rights of the OWNER, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the CONTRACTOR'S final Request for Payment. The CONTRACTOR shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

1. Release of Liens: The CONTRACTOR shall deliver to the OWNER a complete release of all liens arising out of this Contract before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER such amounts as the OWNER may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

2. Final Payment: The CONTRACTOR shall be paid in full within 61 days after the date of substantial completion. If within 61 days after substantial completion there remains uncompleted minor items, an amount equal to 200% of the value of each item as determined by the Engineer shall be withheld and paid 61 days following completion of all such items. This payment shall constitute final settlement.

SECTION 2.7 - CONTROL OF THE WORK

2.7.01 GENERAL:

The following general provisions have been taken verbatim from the Florida Department of Transportation Standard Specifications for Road and Bridge Construction with certain modifications to meet specific requirements of the City of Sanibel. The CONTRACTOR is advised to read these provisions very carefully and ensure that he fully understands all of the requirements.

2.7.02 PLANS AND WORKING DRAWINGS:

1. Plans and Contract Documents:

   The CONTRACTOR will be furnished an appropriate number of copies of the plans and special provisions as required for the particular project. Copies of the Standard Specifications may be purchased from the Florida Department of Transportation. The CONTRACTOR shall have available on the work, at all times, one copy each of the plans, specifications and special provisions.

2. Plans:

   The plans furnished by the Engineer consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

3. Alterations in Plans:

   All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing after its approval by the Engineer, except by direction of the Engineer.

4. Working Drawings (for Structures):

   A. General:

      The CONTRACTOR shall furnish, on sheets not larger than 24 inches by 36 inches, such working and detail drawings as may be required for any part of the structure, and which are not included in plans furnished by the Engineer.

   B. For Steel Structures:

      Working Drawings for steel structures shall consist of shop detail, erection details and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

   C. For Concrete Structures:

      Working drawings for concrete structures shall consist of such detailed plans as may reasonably be required for the effective prosecution of the work and which are not included in plans furnished by the Engineer. These may include details of falsework, bracing centering and formwork, masonry layout diagrams, and diagrams for bending reinforcing steel.

   D. Submission of Working Drawings:

The CONTRACTOR shall submit to the Engineer for approval three (3) sets of any required detailed shop or working drawings. These drawings shall be submitted in sufficient time to allow adequate study and discussion and any necessary correction prior to beginning the work they cover. Prior to the approval of these drawings any work done, or materials ordered for the structures involved shall be at the CONTRACTOR'S risk. One set of these drawings will be returned to the CONTRACTOR, either approved or marked with corrections required. The other sets will be retained by the Engineer.

E. Responsibility of Accuracy of Working Drawings:

It is understood, however, that approval by the Engineer of the CONTRACTOR'S working drawings does not relieve the CONTRACTOR of any responsibility for accuracy of dimensions and details, or for conformity of dimensions and details. The CONTRACTOR shall be responsible for agreement and conformity of his working drawings with the approved plans and specifications.

F. Cost of Working Drawings:

The contract prices shall include the cost of furnishing all working drawings, and the CONTRACTOR will be allowed no extra compensation for such drawings.

2.7.03 COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS:

These Specifications, the plans, special provisions, and all supplementary documents are integral parts of the contract, and a requirement occurring in one is as binding as though occurring in all.

They are intended to be complementary and to describe and provide for a complete work. In addition to the work and materials specifically called for in the Specifications as being included in any specific pay item, additional incidental work, not specifically mentioned, will be included in such pay item when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work under such pay item and not stipulated as being covered under other pay items. In case of discrepancy, computed dimensions shall govern over scaled dimensions, plans shall govern over Standard Specifications, and special provisions shall govern over both Standard Specifications and Plans.

2.7.04 CONFORMITY OF WORK WITH PLANS:

All Work performed, and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.

In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications, but that reasonably acceptable work has been produced, he shall then make a determination if the work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as he deems necessary to conform to his determination based on engineering judgment.

In the event the Engineer finds the materials, or the finished product in which the materials are used, or the work performed are not in reasonably close conformity with the plans and specifications and

have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the CONTRACTOR.
In the event the OWNER accepts the work that is not within these tolerances, appropriate deductions will be made from the actual amount used to cover the cost of the extra material. The amount will be computed based on the job mix formula and the unit price stated in the Contract.

2.7.05 ERRORS OR OMISSIONS IN PLANS OR SPECIFICATIONS:

The CONTRACTOR shall take no advantage of any apparent error or omission which he might discover in the plans or specifications but shall forthwith notify the Engineer of such discovery, who will then make such corrections and interpretations as he deems necessary for reflecting the actual spirit and intent of the plans and specifications.

2.7.06 AUTHORITY OF THE ENGINEER:

All work shall be available for inspection by the Engineer and performed to his satisfaction.

It is agreed by the parties hereto that the Engineer shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the contract, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of the contract.

2.7.07 AUTHORITY AND DUTIES OF ENGINEER'S ASSISTANTS:

The Engineer may appoint such assistants and representatives as he desires. They shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used. Such assistants shall not be authorized to revoke, alter or waive any requirement of the specifications. They shall be authorized to call to the attention of the CONTRACTOR any failure of the work or materials to conform to the specifications and contract and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer. The CONTRACTOR shall be immediately notified in writing of any such suspension of the work and such notice shall state in detail the reasons for the suspension. The presence of the inspector or other assistant shall in no way lessen the responsibility of the CONTRACTOR.

2.7.08 CONSTRUCTION STAKES AND MARKERS:

1. Stakes Furnished:

   The CONTRACTOR shall furnish and set, free of charge, slope stakes, grade stakes and all other stakes necessary for construction of the project. The CONTRACTOR shall furnish all templates and other materials necessary for making and maintaining points and lines given and shall furnish the Engineer such incidental labor as he may require in reestablishing points and lines necessary to the prosecution of the work.

2. Special Requirements for Landscape Work:

   For landscape work, the OWNER will furnish all stakes in the size and quantity required and the CONTRACTOR shall set all such stakes with his own forces. The CONTRACTOR shall maintain such stakes in place until the layout is approved and the digging of the holes for the plantings has begun; replacing any which may become destroyed or disturbed during such period.

2.7.09 CONTRACTOR'S SUPERVISION:

1. Prosecution of work:

   The CONTRACTOR shall give the work the constant attention necessary to assure the scheduled progress and he shall cooperate fully with the Engineer and with other CONTRACTORS at work in the vicinity.

2. CONTRACTOR'S Superintendent:

   The CONTRACTOR shall at all times have on the work as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the Engineer or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Engineer and to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendence shall be furnished regardless of the amount of work sublet.

3. Supervision for Emergencies:

   The CONTRACTOR shall have a responsible person available at or reasonably near the work site on a 24-hour basis, seven days a week, in order that he may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. For compliance with this requirement outside of working hours, the furnishing of the telephone number where such person can be reached will suffice.

2.7.10 GENERAL INSPECTION REQUIREMENTS:

1. Cooperation by CONTRACTOR:

   No work shall be done, nor materials used, without suitable inspection by the Engineer or his representative, and the CONTRACTOR shall furnish the Engineer with every reasonable facility for ascertaining whether the work performed, and materials used are in accordance with the requirements and intent of the plans and specifications. If the Engineer so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the CONTRACTOR'S expense. However, should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as extra work.

2. Failure of Engineer to Reject Work During Construction:

   If, during or prior to construction operations, the Engineer should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his later rejection when such defect is discovered, or obligate the Engineer to final acceptance, and the CONTRACTOR shall

make no claim for losses suffered due to any necessary removals or repairs of such defects.

3. Failure to Remove and Renew Defective Materials and Work:

Should the CONTRACTOR fail or refuse to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the Engineer shall have the authority to cause the unacceptable or defective materials or work to be repaired, removed and renewed, as may be necessary; all at the CONTRACTOR'S expense. Any expense incurred by the City in making these repairs, removals or renewals, which the CONTRACTOR has failed or refused to make, shall be paid for out of any moneys due or which may become due the CONTRACTOR, or may be charged against the contract bond. Continued failure or refusal on the part of the CONTRACTOR to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the City, at its option, to perform the work with its own organization, or to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting CONTRACTOR and the amount thereof deducted from any moneys due or which may become due to him or shall be charged against the contract bond. Any work performed, subsequent to forfeiture of the Contract, as described in this Article, shall not relieve the CONTRACTOR in any way of his responsibility for the work performed by him.

2.7.11 FINAL CONSTRUCTION INSPECTION:

1. Maintenance Until Final Acceptance:

The CONTRACTOR shall maintain all work in first-class condition until it has been completed as a whole and has been accepted by the Engineer under the provisions of 2.7.12.

2. Semifinal Inspections:

The Engineer will make a semifinal inspection within seven (7) days after notice from the CONTRACTOR of presumptive completion of the entire project. If, at the semifinal inspection, all construction provided for and contemplated by the contract is found completed to the Engineer's satisfaction, such inspection shall constitute the final inspection, as prescribed below. If, however, at any semifinal inspection any work is found unsatisfactory, in whole or in part, the Engineer shall give the CONTRACTOR the necessary instructions as to replacement of material and performance or re-performance of work necessary and prerequisite to final completion and acceptance, and the CONTRACTOR forthwith shall comply with and execute such instructions. Upon satisfactory replacement of material and performance or reperformance of such work, another inspection shall be made, which shall constitute the final inspection if the required material is found to have been replaced and the work completed satisfactorily.

3. Final Inspection:

Whenever all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the Engineer will make the final inspection.

2.7.12 FINAL ACCEPTANCE:

When, upon completion of the final construction inspection, the work is found to be completed satisfactorily, the Engineer shall give the OWNER a written recommendation for acceptance of the work. The OWNER shall then satisfy himself as to the Engineer's recommendation and within five days of said recommendation notify the CONTRACTOR, in writing, of his acceptance of the work.

2.7.13 CLAIMS BY CONTRACTOR:

Where the CONTRACTOR deems that extra compensation is due him for work or materials not clearly covered in the contract or not ordered by the Engineer as extra work, as defined herein, the CONTRACTOR shall notify the Engineer in writing of his intentions to make claim for extra compensation, before he begins the work on which he bases the claim. If such notification is not given, and the Engineer is not afforded proper opportunity for keeping strict account of actual cost, as defined for force account, then the CONTRACTOR thereby agrees to waive the claim for such extra compensation. Such notice by the CONTRACTOR, and the fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as establishing the validity of the claim. In such case the claim after consideration by the Engineer, is found to be valid, it shall be allowed and paid for as extra as provided herein.

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SPECIAL PROVISIONS

1. REFERENCE SPECIFICATIONS – Florida Building Code (FBC) 2023 - 8th Edition with all current revisions and supplements; Florida Fire Prevention Code (FFPC) 2023 - 8th edition with all current revisions and supplements, (includes Florida versions of NFPA 1 & NFPA 101, 2021 edition); Sea Turtle Regulations; Department of Environmental Protection Bureau of Beaches and Coastal Systems; All other Federal, State and Local Codes and Ordinances which may be in effect for this construction location.

2. The Contractor shall be responsible for applying for a City of Sanibel Building Department construction permit for the project. The City shall be responsible for payment of fees for the Sanibel Building Department permits. Required licensing costs and any other miscellaneous fees associated with the project shall be paid for by the Contractor. All required environmental permits shall be secured by the City. Contractor must possess a valid State of Florida Certified General Contractor License (CGC) at the time of the bid opening.

3. The contractor shall be responsible for all survey construction layouts.

4. The Contractor shall dispose of all debris such as trees, brush, stumps and other deleterious material at location off the Island of Sanibel. No extra compensation will be allowed for hauling and providing the off-island disposal areas.

5. The Contractor is advised that he may not enter upon private property adjacent to the project without written consent of the affected property owner. A copy of the permission document shall be given to the Engineer.

6. The Contractor is hereby advised that he may not engage in any work on private property in the City of Sanibel during the contract performance period without written permission from the City of Sanibel. Failure to comply with this provision may result in suspension of all work activities until the matter is resolved.

   An example of such work would be the paving of a private driveway. If the Contractor paves the driveway and the property owners does not possess the proper City permits, the entire project might be stopped until the necessary permits are obtained. The delay could be months, and the Contractor could be assessed for liquidated damages.

7. No allowance for time extension of the project will be made for weather conditions common to Southwest Florida during the contract time period. The Contractor is reminded that time is of the essence and the work should proceed as quickly and efficiently as possible.

8. The Contractor shall remove and relocate as necessary all mailboxes, street signs, post fences structures such as headwalls, pipes, etc., and any other item necessary for progress and completion of the work. Payment shall be incidental to other items of work.

9. The Contractor shall include the adjustment of those structures (manholes, valves, etc.) that are required to be adjusted for the satisfactory completion of the work. These structures shall be of reinforced concrete or may be brick masonry if circular and constructed in place and shall include the necessary metal frames and gratings. No payment will be made for these items.

10. The contractor will ensure that the roadway and bridges over which he hauls materials will be kept clear. If spoil material and water fall from the truck onto the roadway, the contractor will keep the road clear at all times, either by power broom or by whatever means is necessary, if excessive material continues to be deposited, the Engineer will require hauling to be discontinued until the situation is resolved.

11. Contractor responsible for any temporary markings (i.e. signs, barricades, Striping, caution tape) to assure traffic safety (Vehicular, Pedestrian and Bicycle traffic).

12. All subcontractors must be approved in writing by the City.

13. All soil and concrete tests will be made by a laboratory approved of by the Engineer. Cost of testing will be paid for by the Owner except all subsequent tests deemed necessary because the original test indicated that the work did not conform to specifications. These tests shall be paid for by the contractor. The location of these tests shall be determined by the Owner.

14. An As-Built survey of the project shall be performed and submitted to Owner prior to final acceptance. The survey shall be conducted in accordance with the standards set forth in Chapter 472 of the Florida Statutes and the Minimum Technical Standards for such surveys as specified in Chapter 61G17 of the Florida Administrative Code. The cost of the survey shall be borne by the Contractor.

15. The Contractor shall prevent erosion of soil on the site and adjacent property resulting from his construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operations that will disturb the natural protection. Install silt barriers or screens for capturing sediments/solids from erosion and dewatering / jetting activities.

16. The Contractor must be in possession of or obtain from the City of Sanibel an Occupational Registration and if applicable a Vegetation Competency Card prior to the start of the contract work to be done.

17. The Contractor is responsible to pay all toll fees required by Lee County to use the Sanibel Causeway.

18. Contractor is responsible for preventing any workers on this project, including all subcontractors, from feeding alligators anywhere on Sanibel Island. Contractor is required to instruct all workers and subcontractors not to eat lunch on the edge of any waterbody on Sanibel Island and not to feed, tease or interact in any way with any alligators, which is illegal under state law. Signage provided by the City regarding alligator feeding shall be posted on all job sites in a clearly visible location. Project sites adjacent to open water of any kind shall have a minimum of two additional alligator signs posted in clearly visible locations near the water's edge. All job sites shall be maintained free of any open containers of food or any food-related garbage. All workers on this project are to be informed that the City takes this issue very seriously and will prosecute any violators to the full extent of this law. State penalties for violating this law include a fine of up to $500 per incidence and up to 60 days in jail. Failure to inform workers of the prohibition against feeding alligators as required above or evidence of alligators being fed by workers on this project, either at the project site or elsewhere on Sanibel Island, will result in immediate revocation of this contract.

19. Payment for work items in this contract is based on actual quantities with unit cost as per the bid schedule. The owner reserves the right to adjust quantities up to twenty-five percent (25%) over or underestimated quantities at contract unit prices. Any increase of work items shall be based on unit prices of similar work items in the vicinity. Any such adjustment resulting in the increase of the total contract price must be approved by the City Council.

20. It is up to the contractor to verify the correct scaling for printed plan documents of electronic documents provided by the city.

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STRUCTURAL INFORMATION:

1. DESIGN CODE DATA:
A. 2020-2021 INTERNATIONAL BUILDING CODE
B. 2023 FLORIDA BUILDING CODE, BUILDING
C. ASCE 7.22: MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
D. ANSI/AF&PA NDS 2005: NATIONAL DESIGN SPECIFICATION FOR WOOD STRUCTURES

2. DESIGN LOADS:
A. DEAD LOADS:
- DOCK 20 PSF

LIVELOADS:
- DOCK 100 PSF

B. WIND DESIGN CRITERIA:
- WIND SPEED: 170 MPH (ULT)
- WIND SPEED: 132 MPH (NOMINAL)
- EXPOSURE: D
- RISK CATEGORY: II
- ENCLOSURE CLASSIFICATION: OPEN
- INTERNAL PRESSURE COEFFICIENT: 0.00

3. MAXIMUM ALLOWABLE DEFLECTION CRITERIA:
DECK: L/360 LIVE LOAD; L/240 TOTAL LOAD

144 PERIWINKLE WAY

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

LEE COUNTY

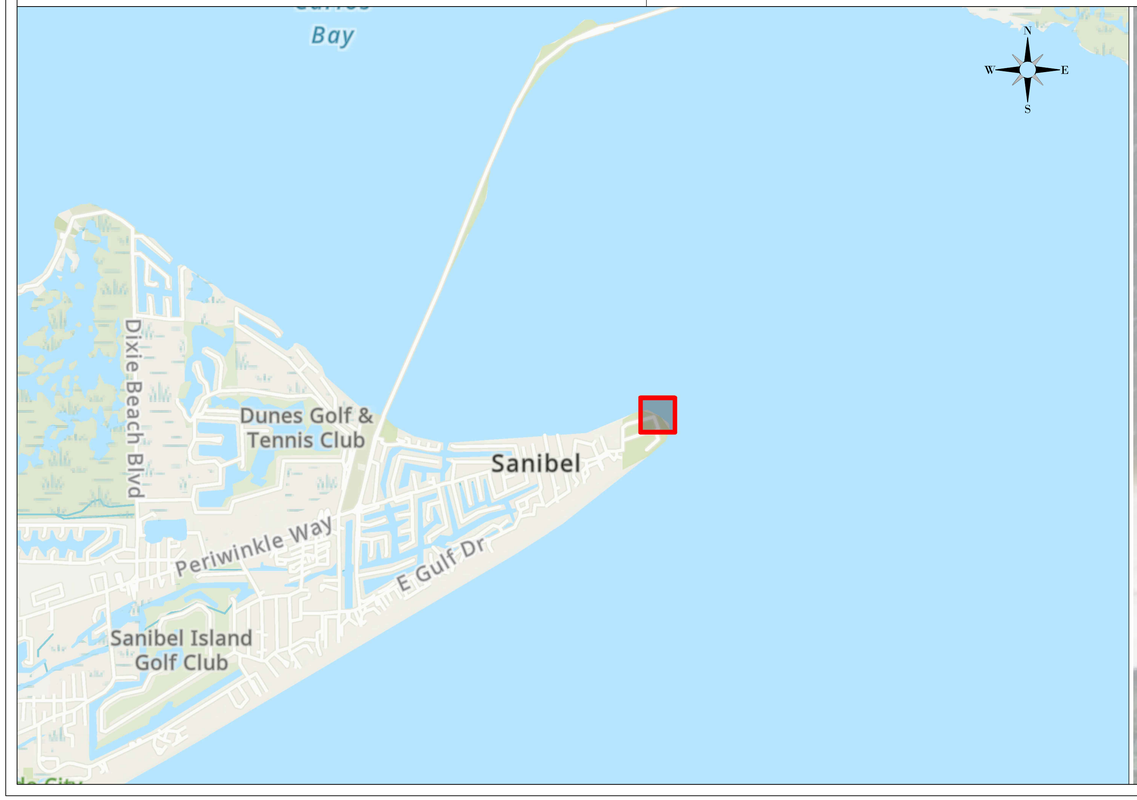
SUBJECT PROPERTY:

CITY OF SANIBEL
144 PERIWINKLE WAY
SANIBEL, FL 33957

PARCEL NUMBER:	1-46-23-T2-00038.0000
LAT/LONG:	26°27'17.01"N 82° 0'55.88"W
WATERWAY:	SAN CARLOS BAY

DESIGN INFORMATION:

MEAN HIGH WATER (MHW) NAVD88:	+0.18'
MEAN LOW WATER (MLW) NAVD88:	-1.5'



SHEET INDEX

S-1	COVER SHEET
S-2	PLAN & PROFILE
S-3	DETAILS 1
S-4	DETAILS 2

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CLAY MCCOY P.E., ON THE DATE ADJACENT TO THE SEAL.

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

4/15/2026

CLAYTON MCCOY LICENSE No. 95147 STATE OF FLORIDA PROFESSIONAL ENGINEER

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

COVER SHEET

DRAWN BY:
CLAYTON MCCOY, PE

CHECKED BY:
ASA HUNT, PE

EOR:
CLAYTON MCCOY, PE

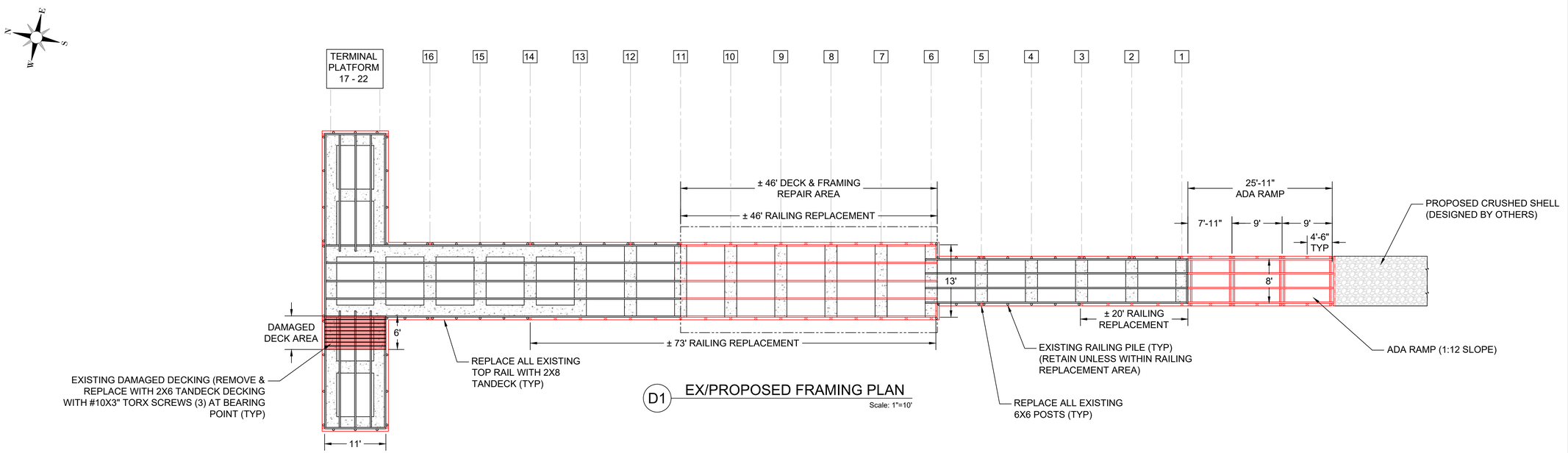
NO.	DESCRIPTION	DATE

SHORELINE ENGINEERING
CLAYTON MCCOY, PE
PE LICENSE NO 95147
25 W CEDAR ST, SUITE 140
PENSACOLA, FL 32502

SUBJECT PROPERTY:
CITY OF SANIBEL
144 PERIWINKLE WAY
SANIBEL, FL 33957

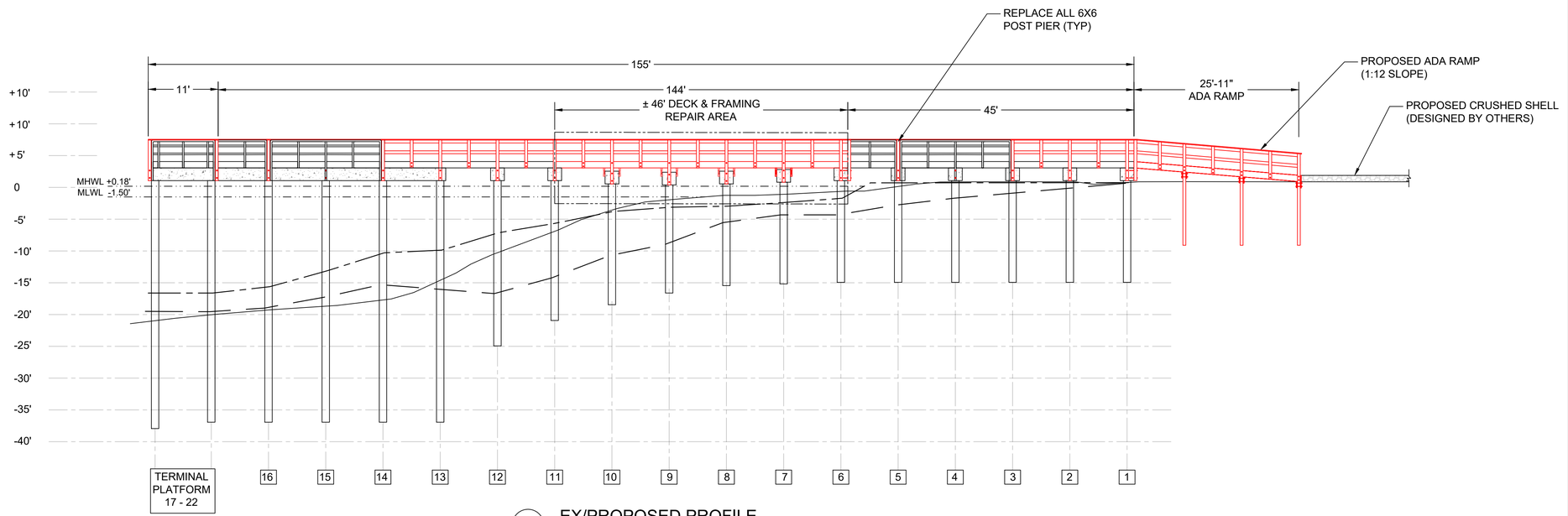
PROJECT NO. FL-2026-090	SHEET S-1
DATE 4/15/2026	
SCALE N/A	

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT



D1 EX/PROPOSED FRAMING PLAN

Scale: 1"=10'



D2 EX/PROPOSED PROFILE

Scale: 1"=10'

WATER BOTTOM LEGEND:

- ORIGINAL DESIGN
- 12/16/2023 STANTEC
- 2/6/2026 SHORELINE ENGINEERING

EXISTING DOCK REPAIR LEGEND:

- EXISTING (RETAIN)
- PROPOSED WORK

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

PLAN & PROFILE

DRAWN BY: CLAYTON MCCOY, PE

CHECKED BY: ASA HUNT, PE

EOR: CLAYTON MCCOY, PE

NO.	DESCRIPTION	DATE

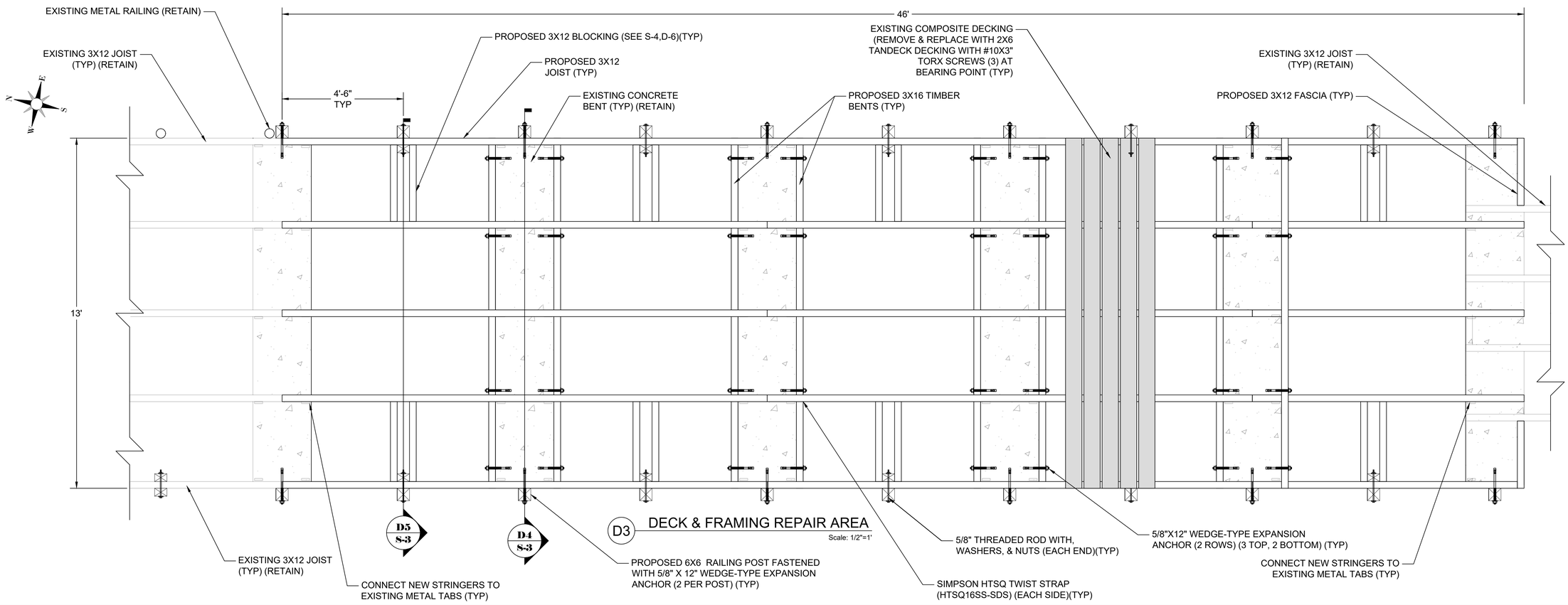
SHORELINE ENGINEERING

CLAYTON MCCOY, PE
PE LICENSE NO 95147
25 W CEDAR ST, SUITE 140
PENSACOLA, FL 32502

SUBJECT PROPERTY:
CITY OF SANIBEL
144 PERIWINKLE WAY
SANIBEL, FL 33957

PROJECT NO. FL-2026-090	SHEET S-2
DATE 4/15/2026	
1"=10' 22X34 1"=20' 11X17	

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT



D3 DECK & FRAMING REPAIR AREA
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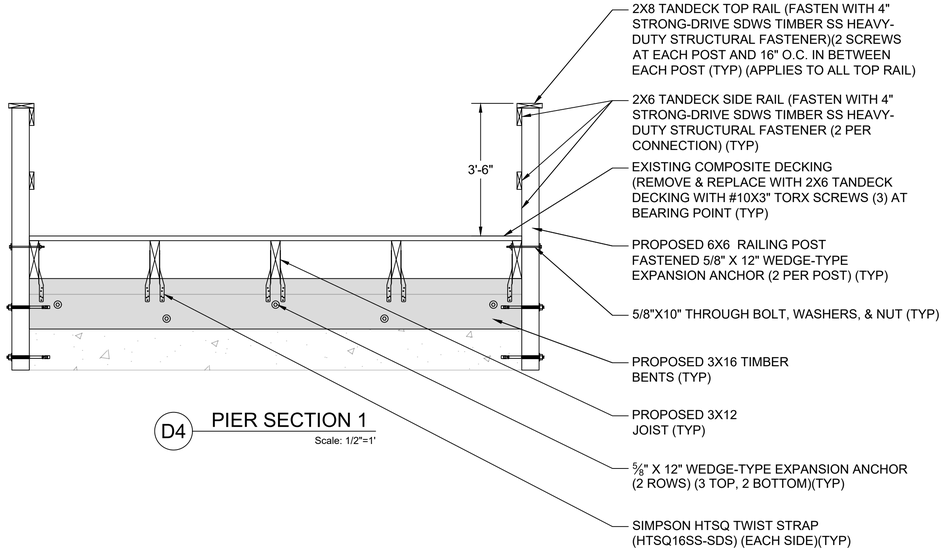

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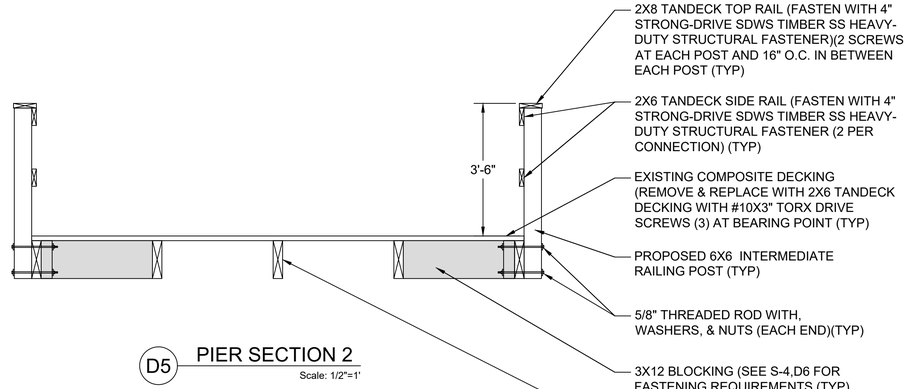


D5 PIER SECTION 2
Scale: 1/2"=1'

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CLAY MCCOY P.E., ON THE DATE ADJACENT TO THE SEAL.

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

4/15/2026

CLAYTON MCCOY LICENSE No. 95147 STATE OF FLORIDA PROFESSIONAL ENGINEER

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

DETAILS 1

DRAWN BY: CLAYTON MCCOY, PE

CHECKED BY: ASA HUNT, PE

EOR: CLAYTON MCCOY, PE

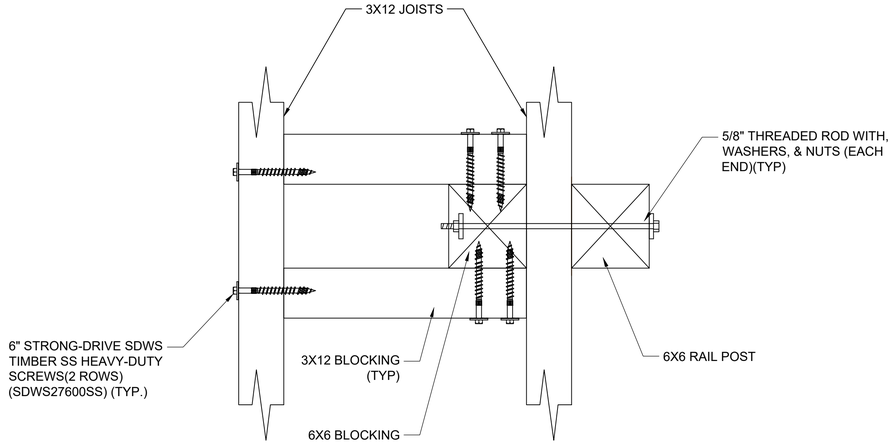
NO.	DESCRIPTION	DATE

SHORELINE ENGINEERING
CLAYTON MCCOY, PE
PE LICENSE NO 95147
25 W CEDAR ST, SUITE 140
PENSACOLA, FL 32502

SUBJECT PROPERTY:
CITY OF SANIBEL
144 PERIWINKLE WAY
SANIBEL, FL 33957

PROJECT NO.	SHEET
FL-2026-090	S-3
DATE 4/15/2026	
1/2"=1' 22x34 1" = 4' 11x17	

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT



D6 BLOCKING DETAIL
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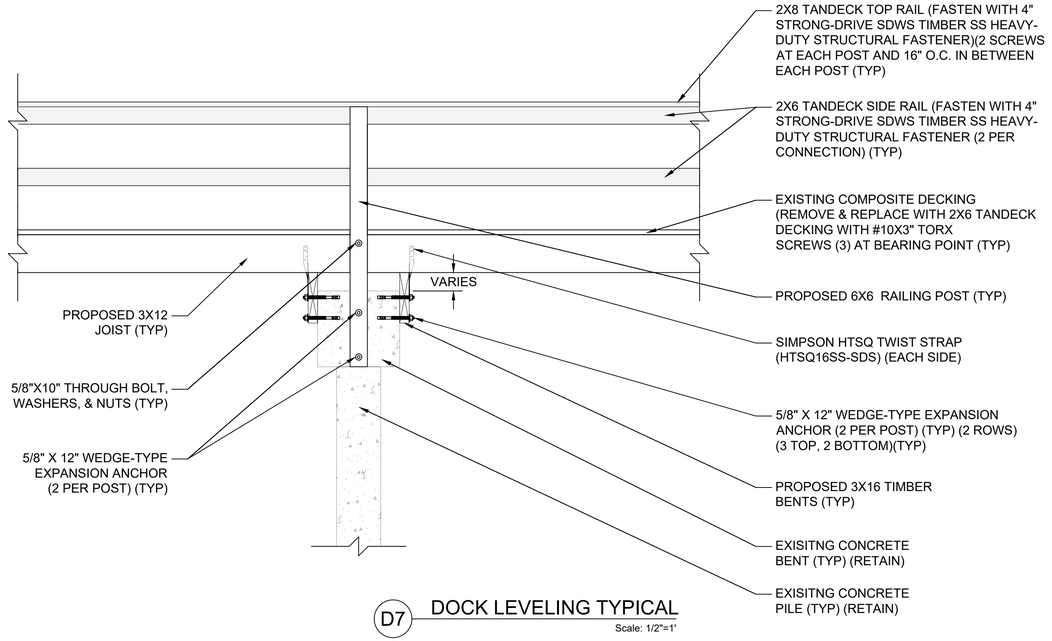


D7 DOCK LEVELING TYPICAL
Scale: 1/2"=1'

NOTE: APPLIES TO BENTS 7, 8, 9, & 10

PROJECT DESCRIPTION:

THE PROJECT CONSISTS OF REMOVING THE DAMAGED ALUMINUM RAILING AND REPLACING IT WITH A NEW WOOD RAILING SYSTEM. THE EXISTING WOOD SUBSTRUCTURE AND DECKING BETWEEN BENTS 6 THROUGH 11 WILL BE REMOVED AND REPLACED. ALL EXISTING 6X6 POSTS WITHIN THE PROJECT LIMITS SHALL BE REMOVED AND REPLACED WITH NEW TREATED TIMBER POSTS. A NEW ADA-COMPLIANT WOOD ACCESS RAMP WILL BE CONSTRUCTED TO PROVIDE ACCESS TO THE ELEVATION OF THE EXISTING PIER. IN ADDITION, DAMAGED DECKING ON THE TERMINAL PLATFORM WILL BE REPLACED. THE PROJECT ALSO INCLUDES A COMPREHENSIVE INSPECTION OF ALL EXISTING HARDWARE, WITH TIGHTENING OR ADJUSTMENT PERFORMED AS NECESSARY TO ENSURE OVERALL STRUCTURAL INTEGRITY.

PROJECT NOTES:

1. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THE DRAWINGS AND SITE CONDITIONS. NO WORK SHOULD PROCEED IF DISCREPANCIES OR OMISSIONS ARE DISCOVERED WITHOUT CONSULTING THE ENGINEER.
2. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ADJACENT PROPERTIES, SURFACES, AND PUBLIC AREAS FROM DAMAGE DURING CONSTRUCTION. APPROPRIATE SEDIMENT AND EROSION CONTROL MEASURES MUST BE IMPLEMENTED TO SAFEGUARD THE SURROUNDING ENVIRONMENT, AS REQUIRED BY LOCAL AND STATE REGULATIONS.
3. TURBIDTY BARRIERS SHALL BE PLACED BEFORE CONSTRUCTION BEGINS AND SHALL ONLY BE REMOVED UNTIL AFTER CONSTRUCTION HAS BEEN COMPLETED AND SEDIMENT LOADS RETURN TO AMBIENT LEVELS.
4. NO REVISIONS OR ALTERATIONS MAY BE MADE TO THESE PLANS WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER OF RECORD.
5. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DETAILS AND JOB SITE CONDITIONS PRIOR TO COMMENCING WORK AND NOTIFY THE ENGINEER OF RECORD FOR ANY DISCREPANCIES.
6. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, WORKMEN, AND ALL OTHER PERSONS DURING CONSTRUCTION.
7. THE ENGINEER IS RESPONSIBLE FOR THE STRUCTURAL ITEMS IN THESE PLANS ONLY. SHOULD ANY CHANGES BE MADE FROM THE DESIGN AS SPECIFIED IN THE CALCULATIONS WITHOUT APPROVAL FROM THE ENGINEER (I.E. ALTERATIONS TO THE STRUCTURAL SYSTEM OR ADDITION OF CONSTRUCTION MATERIALS OR LOADS), THE ENGINEER WILL ASSUME NO RESPONSIBILITY FOR ANY ELEMENT OR SYSTEM OF THE STRUCTURE.
8. THE ENGINEER IS RESPONSIBLE FOR THE STRUCTURAL ITEMS IN THESE PLANS ONLY. SHOULD ANY CHANGES BE MADE FROM THE DESIGN AS SPECIFIED IN THE CALCULATIONS WITHOUT APPROVAL FROM THE ENGINEER (I.E. ALTERATIONS LO THE STRUCTURAL SYSTEM OR ADDITION OF CONSTRUCTION MATERIALS OR LOADS), THE ENGINEER WILL ASSUME NO RESPONSIBILITY FOR ANY ELEMENT OR SYSTEM OF THE STRUCTURE.

SPECIFICATIONS:

HARDWARE:

1. ALL HARDWARE SHALL BE 316 STAINLESS STEEL.
2. ALTERNATE BRANDS MAY BE USED IN PLACE OF THOSE LISTED WITHIN THE PLANS, PROVIDED THEY MEET OR EXCEED THE SPECIFIED MINIMUM REQUIREMENTS/SPECIFICATIONS.
3. CONTRACTOR TO INSPECT ALL EXISTING HARDWARE AND TIGHTEN ALL NUTS AND BOLTS ON EXISTING RAILING.
4. ALL METAL CONNECTIONS SHALL COMPLY WITH AISC SPECIFICATIONS AND SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS AND THESE DRAWINGS.
5. EXISTING HARDWARE SHALL NOT BE REUSED.
6. ALL ABANDONED OR UNUSED DRILLED HOLES IN EXISTING CONCRETE SHALL BE THOROUGHLY CLEANED OF DUST, DEBRIS, AND LOOSE MATERIAL USING COMPRESSED AIR AND/OR BRUSHING. HOLES SHALL BE FILLED FLUSH WITH THE SURROUNDING SURFACE USING A STRUCTURAL EPOXY ADHESIVE OR EPOXY PATCHING COMPOUND SUITABLE FOR MARINE ENVIRONMENTS. SURFACE PREPARATION SHALL ACHIEVE A MINIMUM ICRI CONCRETE SURFACE PROFILE (CSP) OF 3 TO 5, OR AS REQUIRED BY THE EPOXY MANUFACTURER. EPOXY SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS TO ENSURE A WATER-TIGHT SEAL AND ADEQUATE BOND TO THE EXISTING CONCRETE.
7. ALL ABANDONED OR UNUSED DRILLED HOLES IN EXISTING CONCRETE SHALL BE THOROUGHLY CLEANED OF DUST, DEBRIS, AND LOOSE MATERIAL USING COMPRESSED AIR AND/OR BRUSHING. HOLES SHALL BE FILLED FLUSH WITH THE SURROUNDING SURFACE USING A STRUCTURAL EPOXY ADHESIVE OR EPOXY PATCHING COMPOUND SUITABLE FOR MARINE ENVIRONMENTS. SURFACE PREPARATION SHALL ACHIEVE A MINIMUM ICRI CONCRETE SURFACE PROFILE (CSP) OF 3 TO 5, OR AS REQUIRED BY THE EPOXY MANUFACTURER. EPOXY SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS TO ENSURE A WATER-TIGHT SEAL AND ADEQUATE BOND TO THE EXISTING CONCRETE.

WOOD TREATMENT LEVEL:

1. ALL LUMBER SHALL BE PRESSURE TREATED SOUTHERN YELLOW PINE.
2. PILE BENTS & STRINGERS SHALL BE TREATED TO 2.5 CHROMATED COPPER ARSENATE (CCA)
3. RAILING SHALL BE TREATED TO 0.60 COPPER QUAT (ACQ).

LUMBER SPECIFICATIONS:

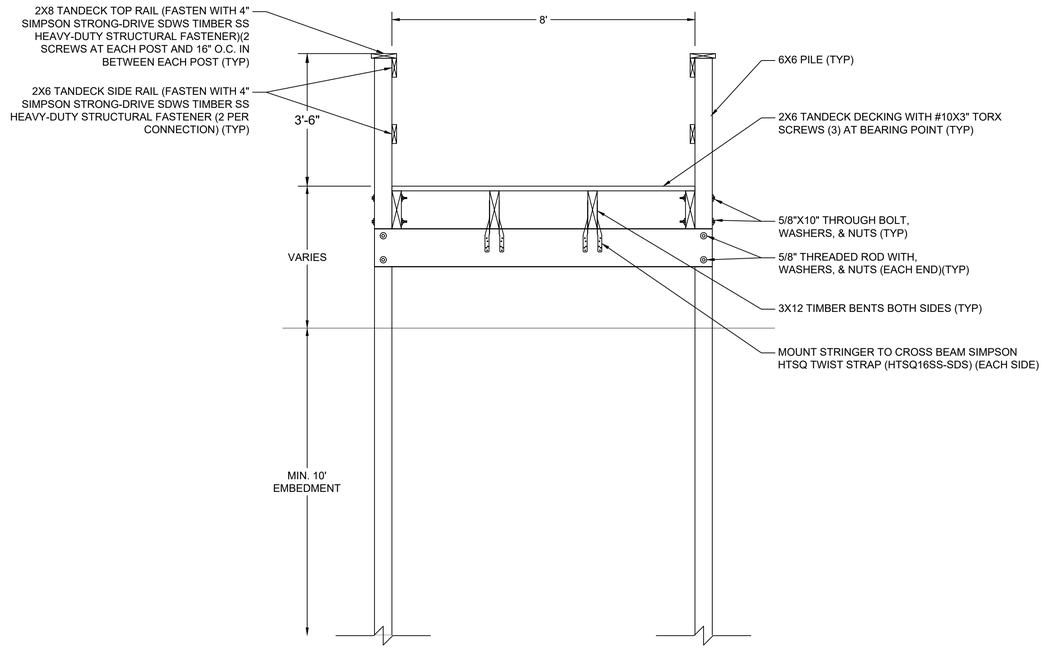
1. ALL PILE BENTS AND STRINGERS SHALL BE ROUGH CUT.
2. RAILING POSTS SHALL BE DIMENSIONAL.
3. RAILING POSTS (6X6) SHALL BE CENTERED ON EACH CONCRETE BENT WITH INTERMEDIATE POSTS (6X6) CENTERED BETWEEN EACH PILE BENT.
4. SPLICES IN BEAMS AND JOISTS ARE NOT ALLOWED BETWEEN SUPPORTS.
5. ALL STRUCTURAL LUMBER SHALL BE #1 GRADE

DECKING:

1. DECKING TO BE 2X6 (1-1/12" X 5-1/2") TANDECK COMPOSITE MANUFACTURED BY TANGENT TECHNOLOGIES, LLC. COLOR TO BE SELECTED BY THE CITY.

UTILITIES:

1. THE CONTRACTOR MUST VERIFY THE LOCATION OF EXISTING UTILITIES BEFORE BEGINNING ANY EXCAVATION OR CONSTRUCTION ACTIVITIES.
2. ELECTRICAL AND PLUMBING IF REQUIRED TO BE DESIGNED BY OTHERS.



D8 ADA RAMP DETAIL
Scale: 1/2"=1'

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CLAY MCCOY P.E., ON THE DATE ADJACENT TO THE SEAL.

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

4/15/2026

CLAYTON MCCOY LICENSE No. 95147 STATE OF FLORIDA PROFESSIONAL ENGINEER

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

DETAILS 2

DRAWN BY: CLAYTON MCCOY, PE

CHECKED BY: ASA HUNT, PE

EOR: CLAYTON MCCOY, PE

NO.	DESCRIPTION	DATE

SHORELINE ENGINEERING
CLAYTON MCCOY, PE
PE LICENSE NO 95147
25 W CEDAR ST, SUITE 140
PENSACOLA, FL 32502

SUBJECT PROPERTY:
CITY OF SANIBEL
144 PERIWINKLE WAY
SANIBEL, FL 33957

PROJECT NO. FL-2026-090	SHEET S-4
DATE 4/15/2026	
SCALE SEE SHEET	

FLORIDA DEPARTMENT OF
Environmental Protection
South District
2295 Victoria Ave, Suite 364
Fort Myers FL 33901-3875
SouthDistrict@FloridaDEP.gov

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

April 15, 2026

City of Sanibel - Alfred Mittl
c/o Clayton Mccoy
7050 Brylington Blvd
Pensacola, FL, 32526-8409
permitting@sldesignteam.com

File No.:0133001-002 EE, Lee County

Dear City of Sanibel - Alfred Mittl:

On March 31, 2026, we received your Request for verification of exemption to perform the following activities:

> To repair a storm-damaged municipally-owned and operated public fishing pier at 144 Periwinkle Way, Sanibel, Fl. 33957, Parcel ID No. 21-46-23-T2-00038.0000, in San Carlos Bay, Class II Waters, Unclassified for shellfish harvesting, Section 21, Township 46 South, Range 23 East, Lee County.

Your request has been reviewed to determine whether it qualifies for (1) a regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project did not qualify for the **federal review portion** of this verification request. Specifically, the Department did not receive the Project Design Criteria Checklists. **Additional authorization must be obtained prior to commencement of the proposed activity**. This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

If you have any questions regarding this matter, please contact us by telephone at (239) 344-5600 or by e-mail at SouthDistrict@floridadep.gov.

1. Regulatory Review – VERIFIED

Based on the information submitted, the Department has verified that the activity as proposed is exempt under Chapter 62-330.051(5)(d), Florida Administrative Code, and Section 403.813(1)(d) of the Florida Statutes from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

2. Proprietary Review - GRANTED

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapters 253 and 258 of the Florida Statutes, and Chapters 18-18, 18-20, and 18-21, Florida Administrative Code, as applicable.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for an automatic consent by rule under Rule 18-21.005(1)(b), Florida Administrative Code, and Section 253.77 of the Florida Statutes to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this consent by rule.

Special Consent Conditions

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

General Conditions for Authorizations for Activities
All authorizations granted by rule or in writing under Rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (i) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under Chapter 253 or 258, Part II, F.S.

(a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

(b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

(c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.

(d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

(e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

(f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

(g) Structures or activities shall not create a navigational hazard.

(h) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities.

3. Federal Review - SPGP NOT APPROVED

Your proposed activity as outlined on your application and attached drawings does not qualify for Federal authorization pursuant to the State Programmatic General Permit and a SEPARATE permit or authorization shall be required from the Corps. You must apply separately to the Corps using their *APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT*, ENG FORM 4345, or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Source Book at: https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/.

Authority for review an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Additional Information

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS
This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this

action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While

you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time
Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation
Mediation is not available in this proceeding.

FLAWAC Review
The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review
Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Lee County, Florida

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Toby Schwetje
Environmental Administrator
South District

Enclosures:
4 Project drawings
62-330.051(5)(d), F.A.C, 403.813(1)(d), F.S
Special and General Conditions for Federal Authorization for SPGP VI-R1

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments, including all copies, were sent to the addressee and to the following listed persons:

None

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52(7), F.S., with the designated Department clerk, receipt of which is hereby acknowledged.

Clerk

April 15, 2026
Date

EXEMPT
File Number: 133001-002 EE

STRUCTURAL INFORMATION:

1. DESIGN CODE DATA:
A. 2020-2021 INTERNATIONAL BUILDING CODE
B. 2023 FLORIDA BUILDING CODE, BUILDING
C. ASCE 7.22: MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
D. ANSI/AF&PA NDS 2005: NATIONAL DESIGN SPECIFICATION FOR WOOD STRUCTURES

2. DESIGN LOADS:
A. DEAD LOADS:
- DOCK 20 PSF

LIVELOADS:
- DOCK 100 PSF

B. WIND DESIGN CRITERIA:
- WIND SPEED: 170 MPH (ULT)
- WIND SPEED: 132 MPH (NOMINAL)
- EXPOSURE: D
- RISK CATEGORY: II
- ENCLOSURE CLASSIFICATION: OPEN
- INTERNAL PRESSURE COEFFICIENT: 0.00

3. MAXIMUM ALLOWABLE DEFLECTION CRITERIA:
DECK: L/360 LIVE LOAD; L/240 TOTAL LOAD

144 PERIWINKLE WAY

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

LEE COUNTY

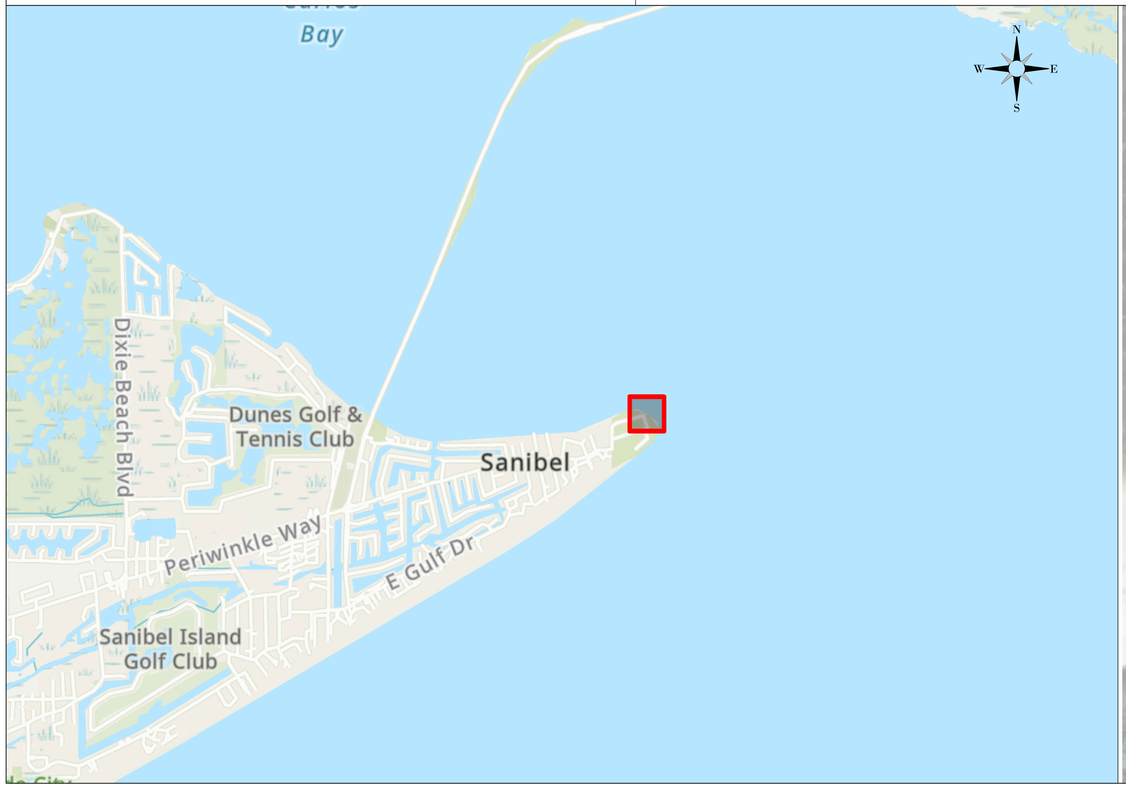
SUBJECT PROPERTY:

CITY OF SANIBEL
144 PERIWINKLE WAY
SANIBEL, FL 33957

PARCEL NUMBER: 1-46-23-T2-00038.0000
LAT/LONG: 26°27'17.01"N 82° 0'55.88"W
WATERWAY: SAN CARLOS BAY

DESIGN INFORMATION:

MEAN HIGH WATER (MHW) NAVD88: +0.18'
MEAN LOW WATER (MLW) NAVD88: -1.5'



SHEET INDEX

S-1 COVER SHEET
S-2 PLAN & PROFILE
S-3 DETAILS 1
S-4 DETAILS 2

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CLAY MCCOY P.E., ON THE DATE ADJACENT TO THE SEAL.

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

3/23/2026

CLAYTON MCCOY LICENSE No. 95147 STATE OF FLORIDA PROFESSIONAL ENGINEER

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

COVER SHEET

DRAWN BY: CLAYTON MCCOY, PE
CHECKED BY: ASA HUNT, PE
EOR: CLAYTON MCCOY, PE

NO.	DESCRIPTION	DATE

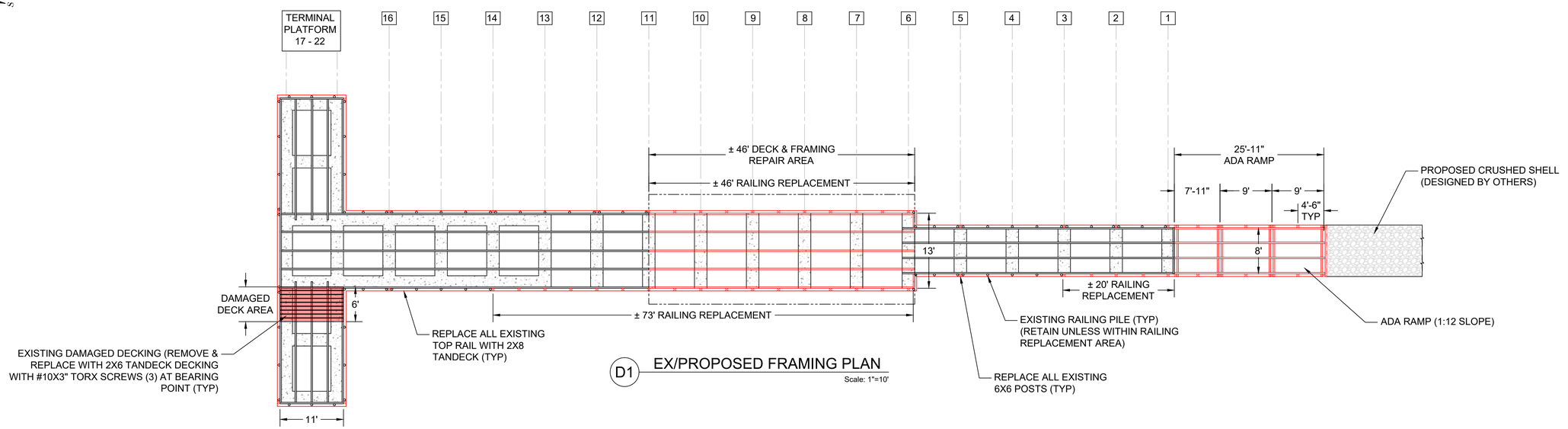
SHORELINE ENGINEERING
CLAYTON MCCOY, PE
PE LICENSE NO 95147
25 W CEDAR ST, SUITE 140
PENSACOLA, FL 32502

SUBJECT PROPERTY:
CITY OF SANIBEL
144 PERIWINKLE WAY
SANIBEL, FL 33957

PROJECT NO.	SHEET
FL-2026-090	S-1
DATE 3/23/2026	
SCALE N/A	

EXEMPT
File Number:
133001-002 EE

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT



D1 EX/PROPOSED FRAMING PLAN
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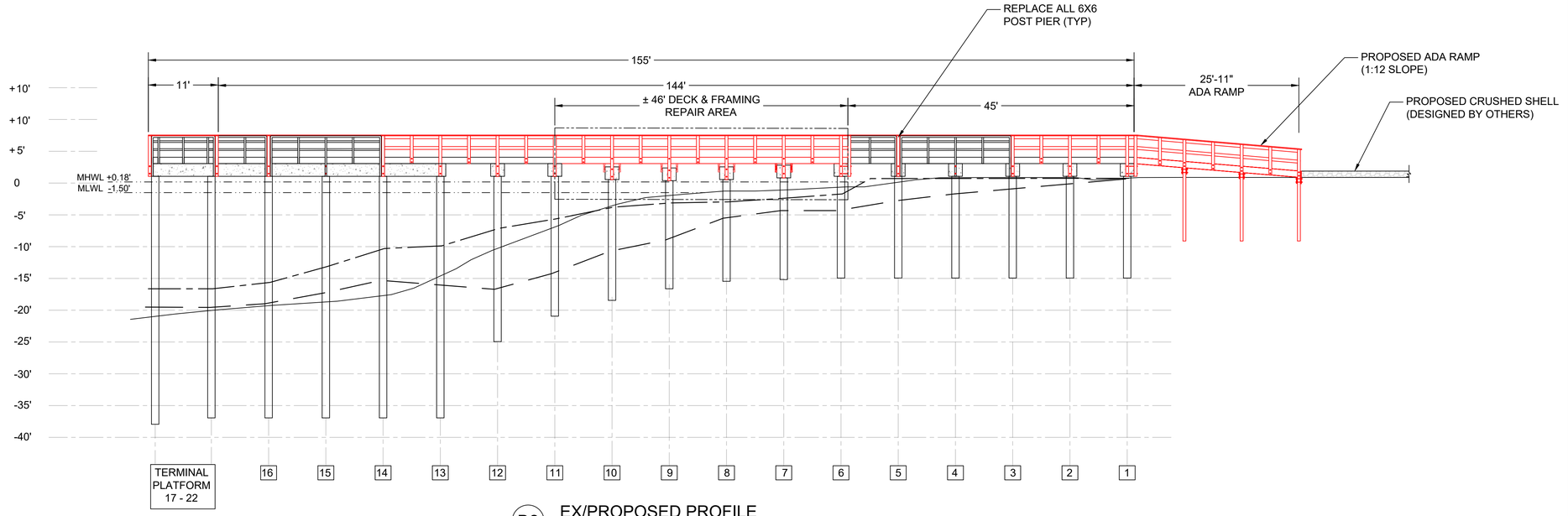


D2 EX/PROPOSED PROFILE
Scale: 1"=10'

WATER BOTTOM LEGEND:
- ORIGINAL DESIGN
- 12/16/2023 STANTEC
- 2/6/2026 SHORELINE ENGINEERING

EXISTING DOCK REPAIR LEGEND:
- EXISTING (RETAIN)
- PROPOSED WORK

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

PLAN & PROFILE

DRAWN BY:
CLAYTON MCCOY, PE

CHECKED BY:
ASA HUNT, PE

EOR:
CLAYTON MCCOY, PE

NO.	DESCRIPTION	DATE

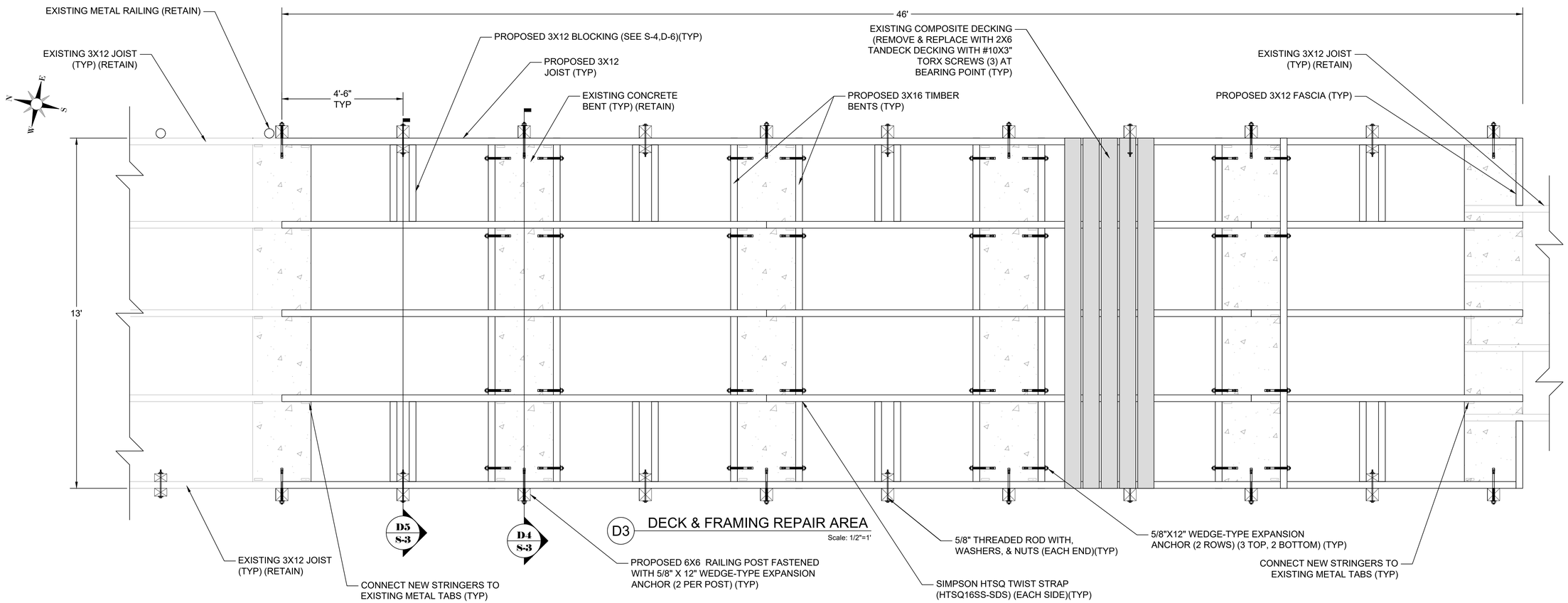
SHORELINE ENGINEERING
CLAYTON MCCOY, PE
PE LICENSE NO 95147
25 W CEDAR ST, SUITE 140
PENSACOLA, FL 32502

SUBJECT PROPERTY:
CITY OF SANIBEL
144 PERIWINKLE WAY
SANIBEL, FL 33957

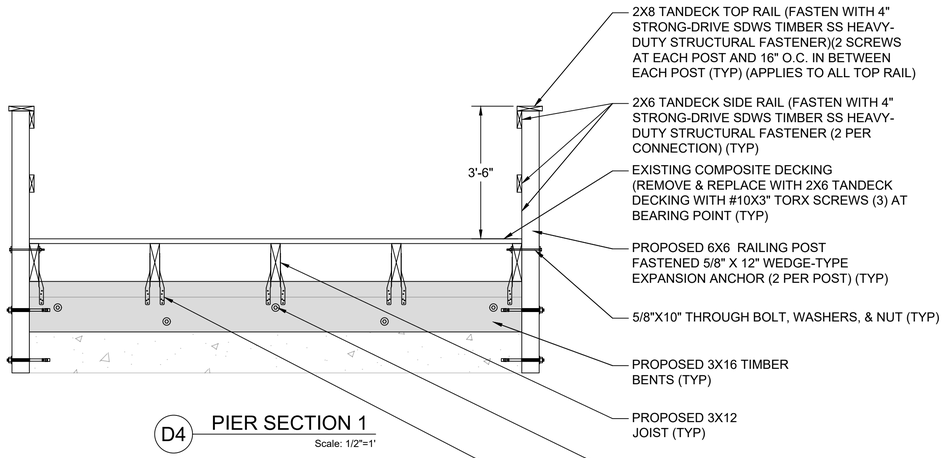
PROJECT NO.	SHEET
FL-2026-090	S-2
DATE 3/23/2026	
1"=10' 22X34 1"=20' 11X17	

EXEMPT
File Number: 13001.000.FF

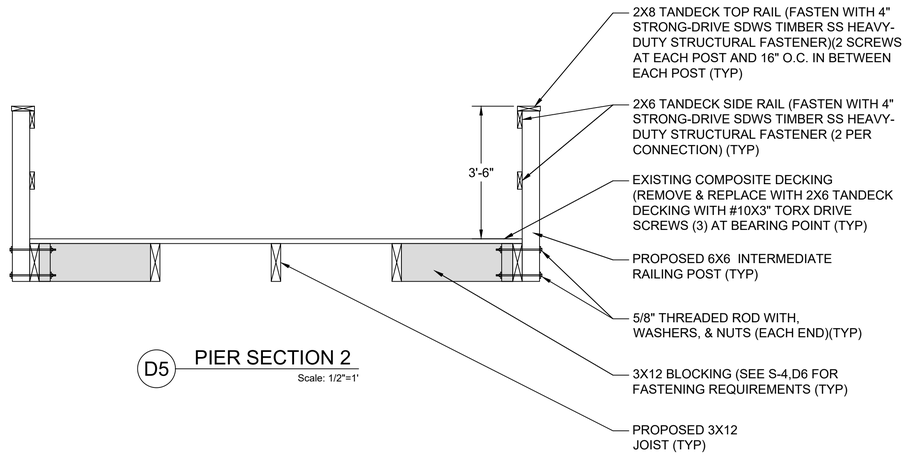
FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT



D3 DECK & FRAMING REPAIR AREA
Scale: 1/2"=1'



D4 PIER SECTION 1
Scale: 1/2"=1'



D5 PIER SECTION 2
Scale: 1/2"=1'

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CLAY MCCOY P.E., ON THE DATE ADJACENT TO THE SEAL.

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

3/23/2026

CLAYTON MCCOY LICENSE No. 95147 STATE OF FLORIDA PROFESSIONAL ENGINEER

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

DETAILS 1

DRAWN BY:	CLAYTON MCCOY, PE
CHECKED BY:	ASA HUNT, PE
EOR:	CLAYTON MCCOY, PE

NO.	DESCRIPTION	DATE

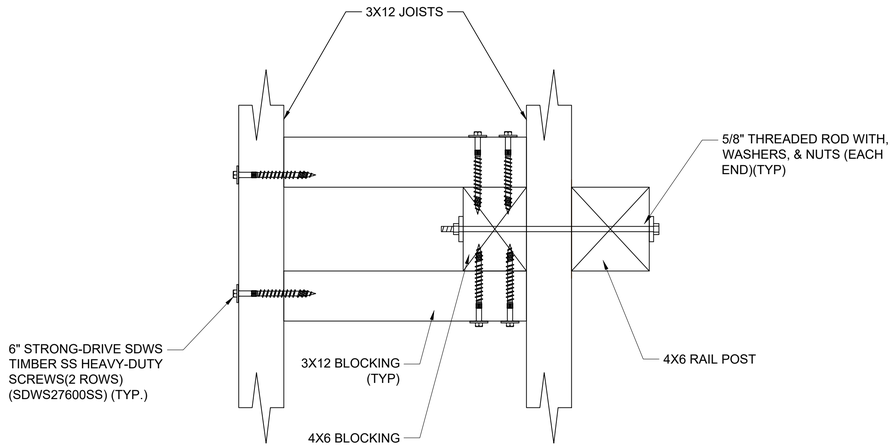
SHORELINE ENGINEERING
CLAYTON MCCOY, PE
PE LICENSE NO 95147
25 W CEDAR ST, SUITE 140
PENSACOLA, FL 32502

SUBJECT PROPERTY:
CITY OF SANIBEL
144 PERIWINKLE WAY
SANIBEL, FL 33957

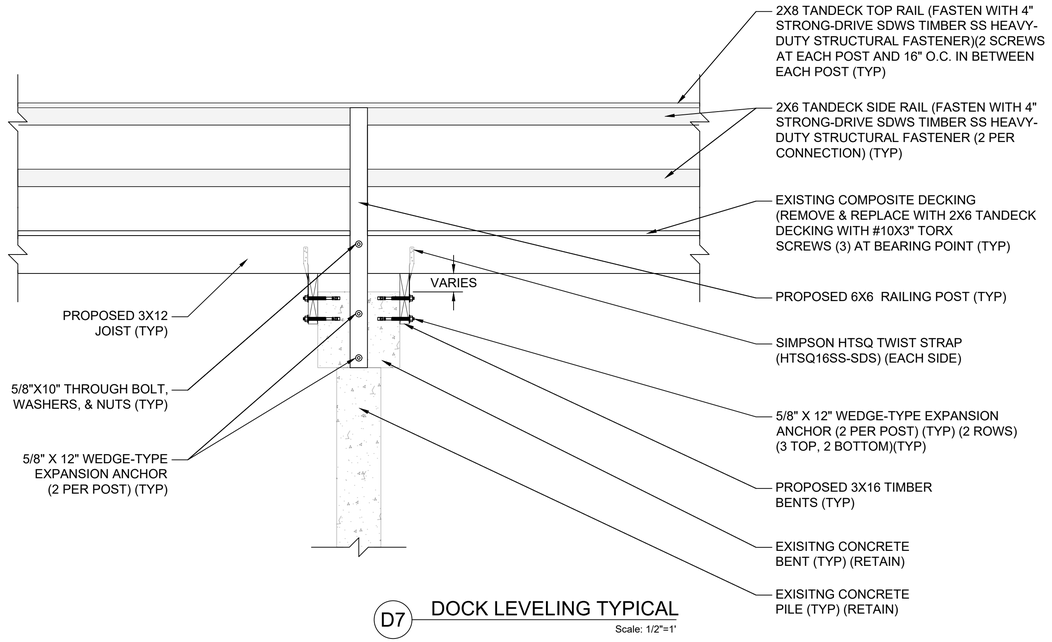
PROJECT NO. FL-2026-090	SHEET S-3
DATE 3/23/2026	
1/2"=1' 22x34 1" = 4' 11x17	

EXEMPT
File Number:
133001-002 EE

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT



D6 BLOCKING DETAIL
Scale: NTS



D7 DOCK LEVELING TYPICAL
Scale: 1/2"=1'

NOTE: APPLIES TO BENTS 7, 8, 9, & 10

PROJECT DESCRIPTION:

THE PROJECT CONSISTS OF REMOVING THE DAMAGED ALUMINUM RAILING AND REPLACING IT WITH A NEW WOOD RAILING SYSTEM. THE EXISTING WOOD SUBSTRUCTURE AND DECKING BETWEEN BENTS 6 THROUGH 11 WILL BE REMOVED AND REPLACED. ALL EXISTING 6X6 POSTS WITHIN THE PROJECT LIMITS SHALL BE REMOVED AND REPLACED WITH NEW TREATED TIMBER POSTS. A NEW ADA-COMPLIANT WOOD ACCESS RAMP WILL BE CONSTRUCTED TO PROVIDE ACCESS TO THE ELEVATION OF THE EXISTING PIER. IN ADDITION, DAMAGED DECKING ON THE TERMINAL PLATFORM WILL BE REPLACED. THE PROJECT ALSO INCLUDES A COMPREHENSIVE INSPECTION OF ALL EXISTING HARDWARE, WITH TIGHTENING OR ADJUSTMENT PERFORMED AS NECESSARY TO ENSURE OVERALL STRUCTURAL INTEGRITY.

PROJECT NOTES:

1. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THE DRAWINGS AND SITE CONDITIONS. NO WORK SHOULD PROCEED IF DISCREPANCIES OR OMISSIONS ARE DISCOVERED WITHOUT CONSULTING THE ENGINEER.
2. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ADJACENT PROPERTIES, SURFACES, AND PUBLIC AREAS FROM DAMAGE DURING CONSTRUCTION. APPROPRIATE SEDIMENT AND EROSION CONTROL MEASURES MUST BE IMPLEMENTED TO SAFEGUARD THE SURROUNDING ENVIRONMENT, AS REQUIRED BY LOCAL AND STATE REGULATIONS.
3. TURBIDTY BARRIERS SHALL BE PLACED BEFORE CONSTRUCTION BEGINS AND SHALL ONLY BE REMOVED UNTIL AFTER CONSTRUCTION HAS BEEN COMPLETED AND SEDIMENT LOADS RETURN TO AMBIENT LEVELS.
4. NO REVISIONS OR ALTERATIONS MAY BE MADE TO THESE PLANS WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER OF RECORD.
5. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DETAILS AND JOB SITE CONDITIONS PRIOR TO COMMENCING WORK AND NOTIFY THE ENGINEER OF RECORD FOR ANY DISCREPANCIES.
6. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, WORKMEN, AND ALL OTHER PERSONS DURING CONSTRUCTION.
7. THE ENGINEER IS RESPONSIBLE FOR THE STRUCTURAL ITEMS IN THESE PLANS ONLY. SHOULD ANY CHANGES BE MADE FROM THE DESIGN AS SPECIFIED IN THE CALCULATIONS WITHOUT APPROVAL FROM THE ENGINEER (I.E. ALTERATIONS TO THE STRUCTURAL SYSTEM OR ADDITION OF CONSTRUCTION MATERIALS OR LOADS), THE ENGINEER WILL ASSUME NO RESPONSIBILITY FOR ANY ELEMENT OR SYSTEM OF THE STRUCTURE.
8. THE ENGINEER IS RESPONSIBLE FOR THE STRUCTURAL ITEMS IN THESE PLANS ONLY. SHOULD ANY CHANGES BE MADE FROM THE DESIGN AS SPECIFIED IN THE CALCULATIONS WITHOUT APPROVAL FROM THE ENGINEER (I.E. ALTERATIONS LO THE STRUCTURAL SYSTEM OR ADDITION OF CONSTRUCTION MATERIALS OR LOADS), THE ENGINEER WILL ASSUME NO RESPONSIBILITY FOR ANY ELEMENT OR SYSTEM OF THE STRUCTURE.

SPECIFICATIONS:

HARDWARE:

1. ALL HARDWARE SHALL BE 316 STAINLESS STEEL.
2. ALTERNATE BRANDS MAY BE USED IN PLACE OF THOSE LISTED WITHIN THE PLANS, PROVIDED THEY MEET OR EXCEED THE SPECIFIED MINIMUM REQUIREMENTS/SPECIFICATIONS.
3. CONTRACTOR TO INSPECT ALL EXISTING HARDWARE AND TIGHTEN ALL NUTS AND BOLTS ON EXISTING RAILING.
4. ALL METAL CONNECTIONS SHALL COMPLY WITH AISC SPECIFICATIONS AND SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS AND THESE DRAWINGS.
5. EXISTING HARDWARE SHALL NOT BE REUSED.
6. ALL ABANDONED OR UNUSED DRILLED HOLES IN EXISTING CONCRETE SHALL BE THOROUGHLY CLEANED OF DUST, DEBRIS, AND LOOSE MATERIAL USING COMPRESSED AIR AND/OR BRUSHING. HOLES SHALL BE FILLED FLUSH WITH THE SURROUNDING SURFACE USING A STRUCTURAL EPOXY ADHESIVE OR EPOXY PATCHING COMPOUND SUITABLE FOR MARINE ENVIRONMENTS. SURFACE PREPARATION SHALL ACHIEVE A MINIMUM ICRI CONCRETE SURFACE PROFILE (CSP) OF 3 TO 5, OR AS REQUIRED BY THE EPOXY MANUFACTURER. EPOXY SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS TO ENSURE A WATER-TIGHT SEAL AND ADEQUATE BOND TO THE EXISTING CONCRETE.
7. ALL ABANDONED OR UNUSED DRILLED HOLES IN EXISTING CONCRETE SHALL BE THOROUGHLY CLEANED OF DUST, DEBRIS, AND LOOSE MATERIAL USING COMPRESSED AIR AND/OR BRUSHING. HOLES SHALL BE FILLED FLUSH WITH THE SURROUNDING SURFACE USING A STRUCTURAL EPOXY ADHESIVE OR EPOXY PATCHING COMPOUND SUITABLE FOR MARINE ENVIRONMENTS. SURFACE PREPARATION SHALL ACHIEVE A MINIMUM ICRI CONCRETE SURFACE PROFILE (CSP) OF 3 TO 5, OR AS REQUIRED BY THE EPOXY MANUFACTURER. EPOXY SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS TO ENSURE A WATER-TIGHT SEAL AND ADEQUATE BOND TO THE EXISTING CONCRETE.

WOOD TREATMENT LEVEL:

1. ALL LUMBER SHALL BE PRESSURE TREATED SOUTHERN YELLOW PINE.
2. PILE BENTS & STRINGERS SHALL BE TREATED TO 2.5 CHROMATED COPPER ARSENATE (CCA)
3. RAILING SHALL BE TREATED TO 0.60 COPPER QUAT (ACQ).

LUMBER SPECIFICATIONS:

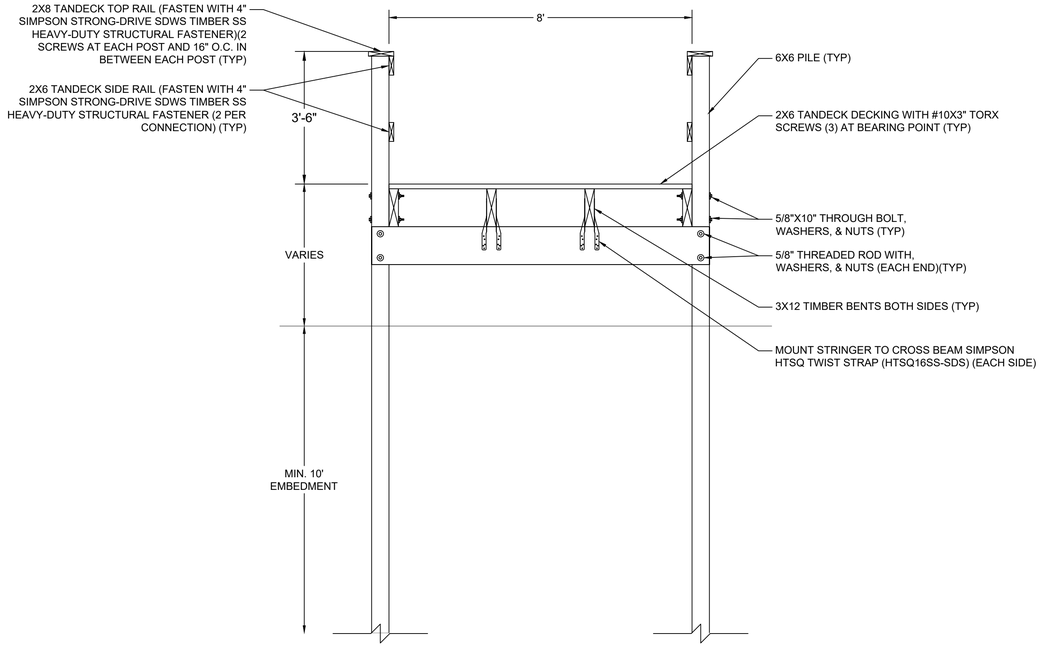
1. ALL PILE BENTS AND STRINGERS SHALL BE ROUGH CUT.
2. RAILING POSTS SHALL BE DIMENSIONAL.
3. RAILING POSTS (6X6) SHALL BE CENTERED ON EACH CONCRETE BENT WITH INTERMEDIATE POSTS (4X6) CENTERED BETWEEN EACH PILE BENT.
4. SPLICES IN BEAMS AND JOISTS ARE NOT ALLOWED BETWEEN SUPPORTS.
5. ALL STRUCTURAL LUMBER SHALL BE #1 GRADE

DECKING:

1. DECKING TO BE 2X6 (1-1/12" X 5-1/2") TANDECK COMPOSITE MANUFACTURED BY TANGENT TECHNOLOGIES, LLC. COLOR TO BE SELECTED BY THE CITY.

UTILITIES:

1. THE CONTRACTOR MUST VERIFY THE LOCATION OF EXISTING UTILITIES BEFORE BEGINNING ANY EXCAVATION OR CONSTRUCTION ACTIVITIES.
2. ELECTRICAL AND PLUMBING IF REQUIRED TO BE DESIGNED BY OTHERS.



D8 ADA RAMP DETAIL
Scale: 1/2"=1'

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CLAY MCCOY P.E., ON THE DATE ADJACENT TO THE SEAL.

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

3/23/2026

CLAYTON MCCOY LICENSE No. 95147 STATE OF FLORIDA PROFESSIONAL ENGINEER

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

DETAILS 2

DRAWN BY: CLAYTON MCCOY, PE

CHECKED BY: ASA HUNT, PE

EOR: CLAYTON MCCOY, PE

NO.	DESCRIPTION	DATE

SHORELINE ENGINEERING
CLAYTON MCCOY, PE
PE LICENSE NO 95147
25 W CEDAR ST, SUITE 140
PENSACOLA, FL 32502

SUBJECT PROPERTY:
CITY OF SANIBEL
144 PERIWINKLE WAY
SANIBEL, FL 33957

PROJECT NO. FL-2026-090	SHEET S-4
DATE 3/23/2026	
SCALE SEE SHEET	

62-330.051 Exempt Activities.
The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under chapters 253 and 258, F.S., as applicable.

(5) Dock, Pier, Boat Ramp and Other Boating-related Work –
(d) Replacement or repair of existing docks and piers, including mooring piles, in accordance with section 403.813(1)(d), F.S., provided the existing structure is still functional or has been rendered non-functional within the last year by a discrete event, such as a storm, flood, accident, or fire.

Section 403.813, Florida Statutes Permits issued at district centers; exceptions.—
(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:
(d) The replacement or repair of existing docks and piers, except that fill material may not be used and the replacement or repaired dock or pier must be in the same location and of the same configuration and dimensions as the dock or pier being replaced or repaired. This does not preclude the use of different construction materials or minor deviations to allow upgrades to current structural and design standards.

ADDENDUM NO. 1
April 30, 2026

RE: **Fishing Pier Temporary Repairs Pending Full Replacement (ITB-BP-0-2026/JH) Bid opening date: May 28, 2026 @ 2:30PM**

FROM: **City of Sanibel**
800 Dunlop Road
Sanibel, FL 33957

TO: **Prospective Bidders and Others Concerned**

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: Are the Unit of measure correct on the Bid Tabulation for line-item numbers 7 through 12?

Response No. 1: See revised bid tabulation for corrected units of measure for line-item numbers 7 through 12. (P – 3 REV)

CITY OF SANIBEL

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

BID OPENING

May 28, 2026 @ 2:30 P.M.

PAY ITEMS

Item No.	Quantity	Unit	Description	Unit Price (Words)	Unit Price $ (Figures)	Extended Price $ (Figures)
1	1	LS	Mobilization/Demobilization (Max 5%)		$	$
2	664	SF	Deck Demolition		$	$
3	398	LF	Pressure Treated Lumber 3" x 12" 2.5 PCF CCA (Rough Cut)		$	$
4	104	LF	Pressure Treated Lumber 3" x 16" 2.5 PCF CCA (Rough Cut)		$	$
5	427	LF	6" X 6" Posts/Piles 0.60 PCF ACQ (Dimensional)		$	$
6	872	SF	Tandeck 2x6 Decking		$	$
7	465	LF	Tandeck 2X8 Top Rail		$	$
8	342	LF	Tandeck 2X6 Side Railing		$	$
9	1	LS	Existing Railing Hardware Inspection & Tighten All Hardware		$	$
10	1	LS	Existing Hardware Replacement		$	$
11	1	LS	Materials (Fasteners, Straps, Bolts, Screws, etc.. - 316 Stainless Steel)		$	$
12	1	LS	Owner's Contingency		$ 25,000.00	$ 25,000.00
					PROJECT TOTAL	$

P - 3 REV

ADDENDUM NO. 2
May 4, 2026

RE: **Fishing Pier Temporary Repairs Pending Full Replacement**
(ITB-BP-0-2026/JH) Bid opening date: May 28, 2026 @ 2:30PM

FROM: **City of Sanibel**
800 Dunlop Road
Sanibel, FL 33957

TO: **Prospective Bidders and Others Concerned**

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: Is the $1,500 per day, for liquidated damages, the correct amount for the project as shown on page GC-17, Section 2.5.13 of the project specifications?

Response No. 1: The liquidated damages should be $100.00 per day for each calendar day of delay. Please replace page GC-17, with the updated copy for Section 2.5.13 Liquidated Damages.

CONTRACTOR shall be entitled to such extra compensation or extension of time or both, as agreed by the OWNER.

2.5.08 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS, AND SUPPLIES:

At the termination of this Contract, before acceptance of the work by the OWNER, the CONTRACTOR shall remove all of his equipment, tools, and supplies from the property of the OWNER. Should the CONTRACTOR fail to remove such equipment, tools, and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR.

2.5.09 CLEANING UP:

The CONTRACTOR shall remove from the OWNER'S property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees and shall remove all surplus materials leaving the site smooth, clean, and true to line and grade.

2.5.10 ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION:

When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer shall prepare an Engineer's Certificate of Substantial Completion to be acknowledged and accepted by the OWNER and the CONTRACTOR. The Certificate may list items to be completed or corrected, but such Certificate shall not relieve the CONTRACTOR of his obligation to complete all work, whether listed or not, in accordance with the Contract Documents nor will it preclude any right the OWNER may have for recourse in accordance with the Contract Documents.

2.5.11 TERMINATION OF CONTRACTOR'S RESPONSIBILITY:

The Contract will be considered complete when all work has been finished, the final review made up by the Engineer, and the project accepted in writing by the OWNER. The CONTRACTOR'S responsibility shall then cease, except as set forth in his Performance and Payment Bond, as provided in Paragraph 2.3.08 Guaranty, and as provided in Paragraph 2.5.12 Correction of Faulty Work After Final Payment.

2.5.12 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT:

The making of the final payment by the OWNER to the CONTRACTOR shall not relieve the CONTRACTOR of responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly replace any such defects discovered within one year from the date of written acceptance of the work.

2.5.13 LIQUIDATED DAMAGES:

In the event the CONTRACTOR fails to complete satisfactorily the entire work contemplated and provided for under this contract on or before the date of completion determined as described elsewhere herein, the OWNER shall deduct from the monies due to CONTRACTOR the sum of **One Hundred Dollars ($100.00) for each calendar day of delay**, which sum is agreed upon not as a penalty but as a fixed and liquidated damage for each day of such delay, to be paid in full and subject to no deduction, it being understood and agreed that the time of completion is of the essence. If the monies due the CONTRACTOR are less than the amount of such liquidated damages, then the CONTRACTOR shall pay the balance to the OWNER.

City of Sanibel

ADDENDUM NO. 3
May 5, 2026

RE: Fishing Pier Temporary Repairs Project (ITB-BP-0-2026/JH) Proposal due date: May 28, 2026 @ 2:30PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: Will the City accept a valid State of Florida Certified Building Contractor License for the project?
Response No. 1: Yes
Question No. 2: Please confirm if a construction permit will be needed for the repairs needed under this contract?
Response No.2: Yes, it will be required

A. ACKNOWLEDGEMENT OF ADDENDA

a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.

b. All other terms, conditions and specifications of ITB-BP-0-2026/JH remain the same.

c. Receipt acknowledged by:

_____

Authorized Signature & Date Signed

_____

Title

_____

Name of Firm

City of Sanibel

ADDENDUM NO. 4
May 7, 2026

RE: Fishing Pier Temporary Repairs Project (ITB-BP-0-2026/JH) Proposal due date: May 28, 2026 @ 2:30PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: " To achieve 16" O.C spacing with the top rail fasteners, will hardware be fastened to the existing aluminum railing? If so, will the 4" Strong-Drive SDWS TIMBER SS HEAVY-DUTY STRUCTURAL FASTENER be used to make those connections? These are not typical for wood to metal connections "

Response No. 1: Please see updated Plans and Bid Tabulation below

Question No. 2: After reviewing the documents for the above mentioned project we are having trouble finding Pages SPE-1 through SPE-6 as assuming these pages contain forms to be filled out and submitted showing our company's similar jobs and evidence of experience.

Response No.2: Pages SPE-1 to SPE-6 are not included, please use your own reference form. Revised table below for clarification.

A. ACKNOWLEDGEMENT OF ADDENDA

a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.

b. All other terms, conditions and specifications of ITB-BP-0-2026/JH remain the same.

c. Receipt acknowledged by:

_____

Authorized Signature & Date Signed

_____

Title

_____

Name of Firm

STRUCTURAL INFORMATION:

1. DESIGN CODE DATA:
A. 2020-2021 INTERNATIONAL BUILDING CODE
B. 2023 FLORIDA BUILDING CODE, BUILDING
C. ASCE 7.22: MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
D. ANSI/AF&PA NDS 2005: NATIONAL DESIGN SPECIFICATION FOR WOOD STRUCTURES

2. DESIGN LOADS:
A. DEAD LOADS:
- DOCK 20 PSF

LIVELOADS:
- DOCK 100 PSF

B. WIND DESIGN CRITERIA:
- WIND SPEED: 170 MPH (ULT)
- WIND SPEED: 132 MPH (NOMINAL)
- EXPOSURE: D
- RISK CATEGORY: II
- ENCLOSURE CLASSIFICATION: OPEN
- INTERNAL PRESSURE COEFFICIENT: 0.00

3. MAXIMUM ALLOWABLE DEFLECTION CRITERIA:
DECK: L/360 LIVE LOAD; L/240 TOTAL LOAD

144 PERIWINKLE WAY

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

LEE COUNTY

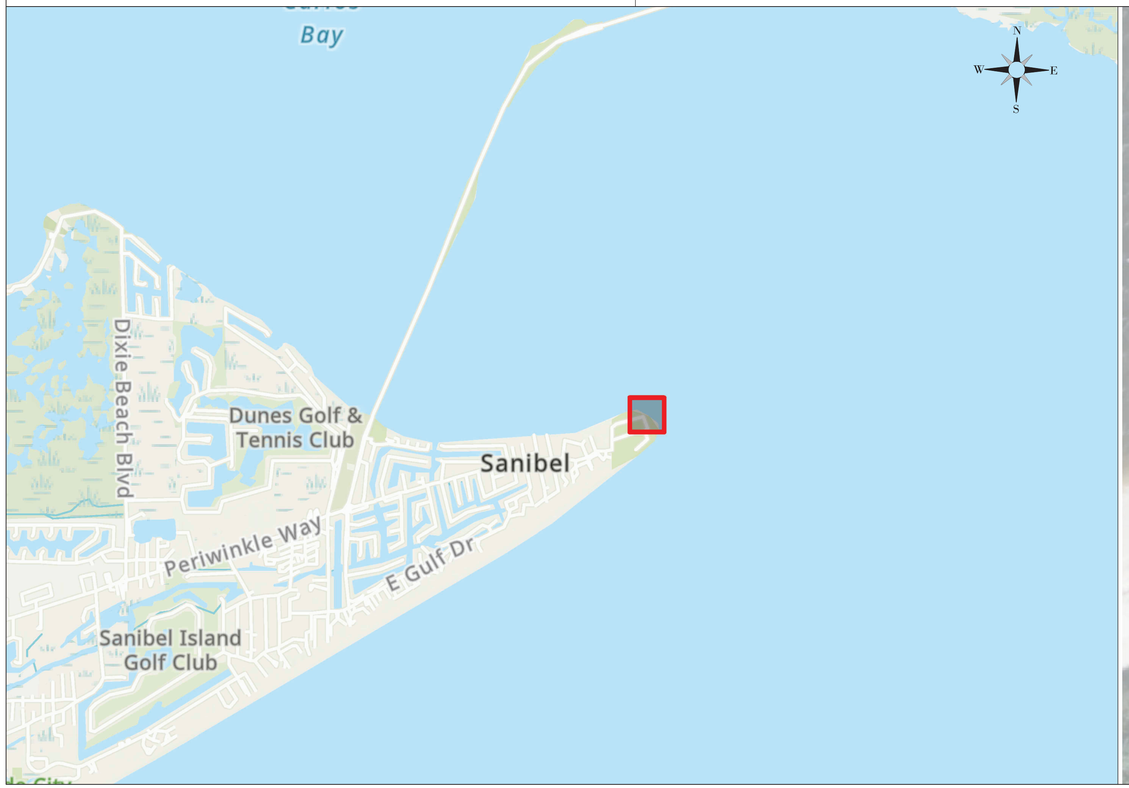
SUBJECT PROPERTY:

CITY OF SANIBEL
144 PERIWINKLE WAY
SANIBEL, FL 33957

PARCEL NUMBER: 1-46-23-T2-00038.0000
LAT/LONG: 26°27'17.01"N 82° 0'55.88"W
WATERWAY: SAN CARLOS BAY

DESIGN INFORMATION:

MEAN HIGH WATER (MHW) NAVD88: +0.18'
MEAN LOW WATER (MLW) NAVD88: -1.5'



SHEET INDEX

S-1 COVER SHEET
S-2 PLAN & PROFILE
S-3 DETAILS 1
S-4 DETAILS 2

REVISION DATES:
R1 5/7/2026
ADDENDUM NO. 4

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CLAY MCCOY P.E., ON THE DATE ADJACENT TO THE SEAL.

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

CLAYTON T MCCOY
Digitally signed by CLAYTON T MCCOY
Date: 2026.05.07 10:13:14 -05'00'
5/7/2026

CLAYTON MCCOY LICENSE No. 95147 STATE OF FLORIDA PROFESSIONAL ENGINEER

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

COVER SHEET

DRAWN BY: CLAYTON MCCOY, PE
CHECKED BY: ASA HUNT, PE
EOR: CLAYTON MCCOY, PE

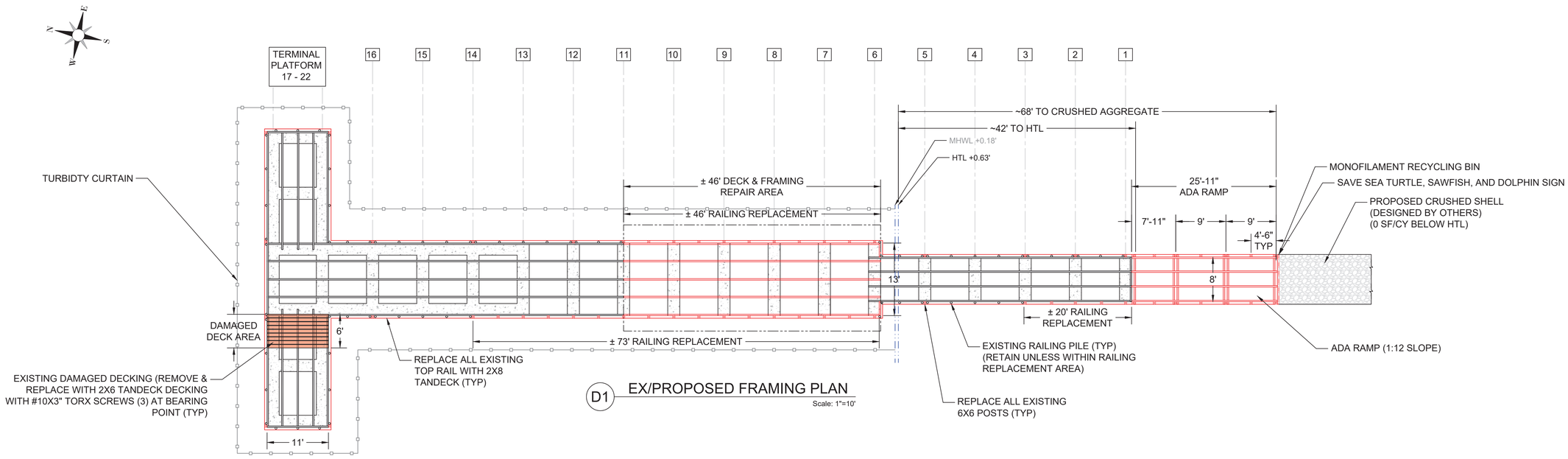
NO.	DESCRIPTION	DATE

SHORELINE ENGINEERING
CLAYTON MCCOY, PE
PE LICENSE NO 95147
25 W CEDAR ST, SUITE 140
PENSACOLA, FL 32502

SUBJECT PROPERTY:
CITY OF SANIBEL
144 PERIWINKLE WAY
SANIBEL, FL 33957

PROJECT NO.	SHEET
FL-2026-090	S-1
DATE 5/7/2026	
SCALE N/A	

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT



D1 EX/PROPOSED FRAMING PLAN

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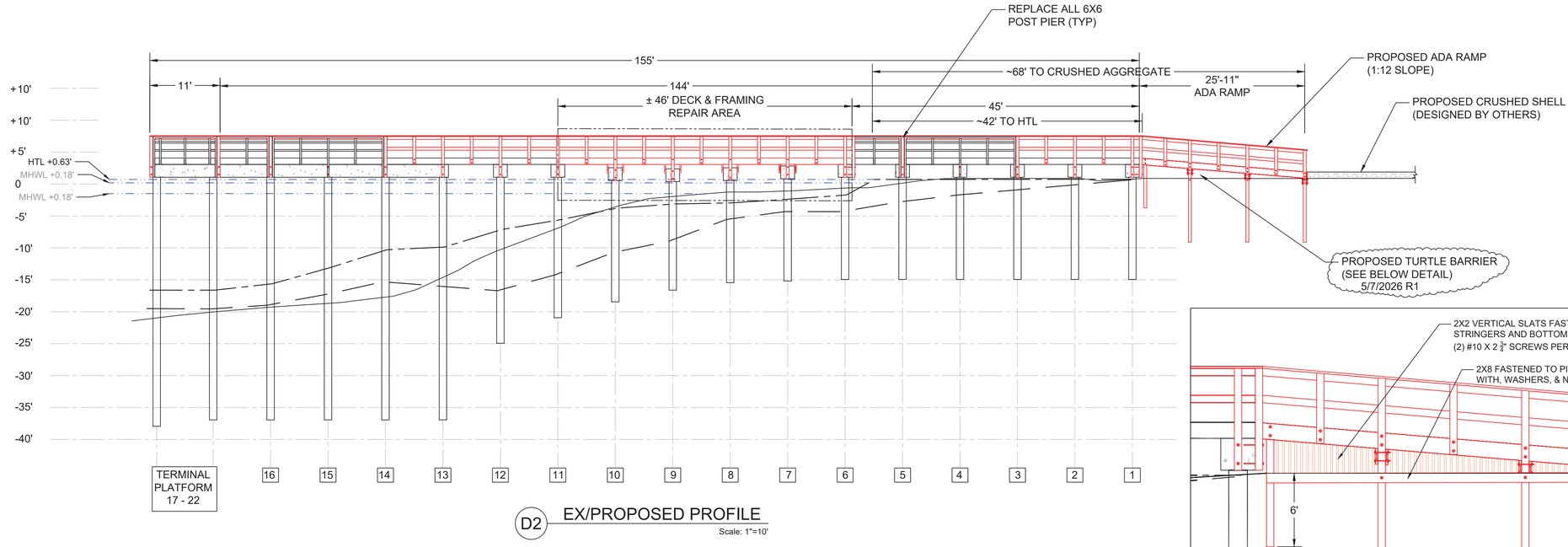

D2 EX/PROPOSED PROFILE

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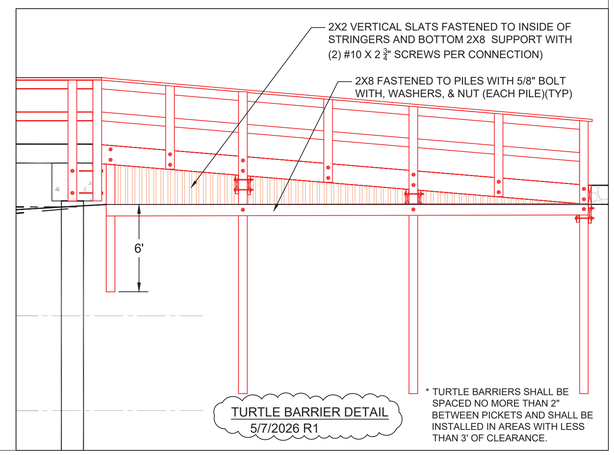


TURTLE BARRIER DETAIL
5/7/2026 R1

* TURTLE BARRIERS SHALL BE SPACED NO MORE THAN 2" BETWEEN PICKETS AND SHALL BE INSTALLED IN AREAS WITH LESS THAN 3' OF CLEARANCE.

WATER BOTTOM LEGEND:

- ORIGINAL DESIGN
- 12/16/2023 STANTEC
- 2/6/2026 SHORELINE ENGINEERING

EXISTING DOCK REPAIR LEGEND:

- EXISTING (RETAIN)
- PROPOSED WORK

REVISIONS:

1. 5/7/2026 - ADDED TURTLE BARRIER DETAIL

ADDENDUM NO. 4

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

PLAN & PROFILE

DRAWN BY: CLAYTON MCCOY, PE

CHECKED BY: ASA HUNT, PE

EOR: CLAYTON MCCOY, PE

NO.	DESCRIPTION	DATE

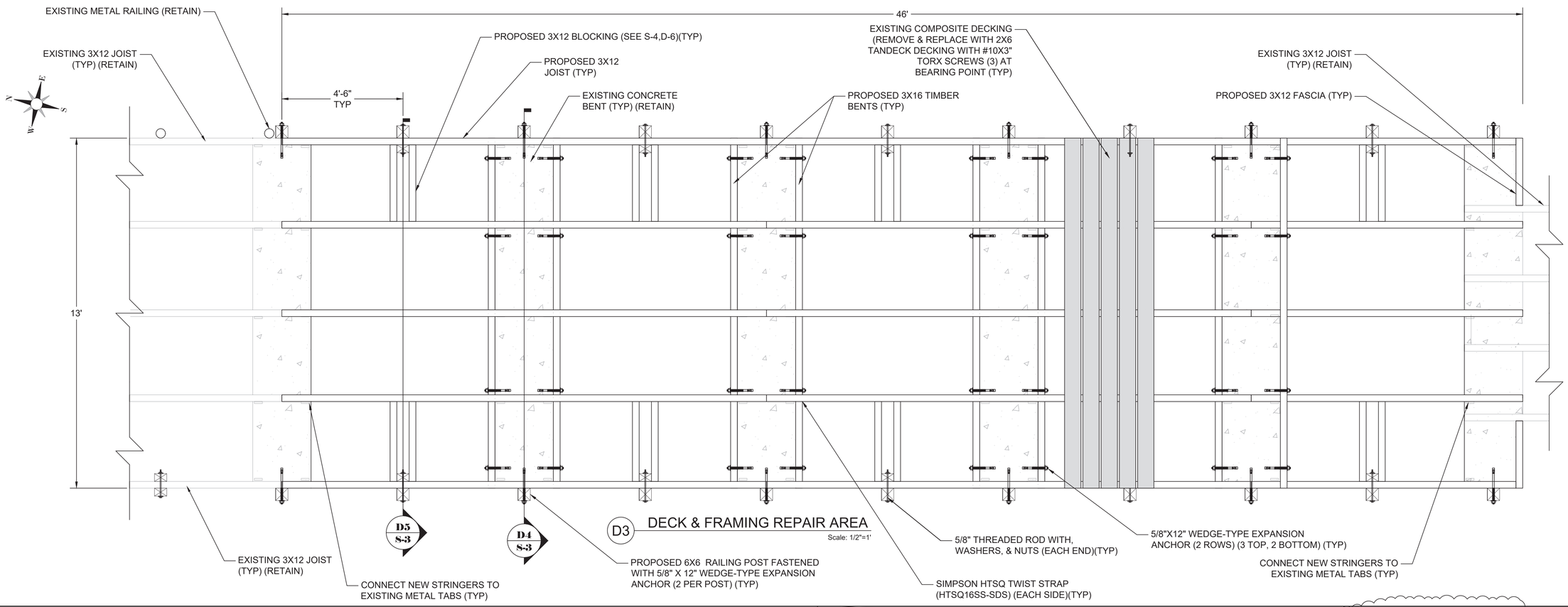
SHORELINE ENGINEERING

CLAYTON MCCOY, PE
PE LICENSE NO 95147
25 W CEDAR ST, SUITE 140
PENSACOLA, FL 32502

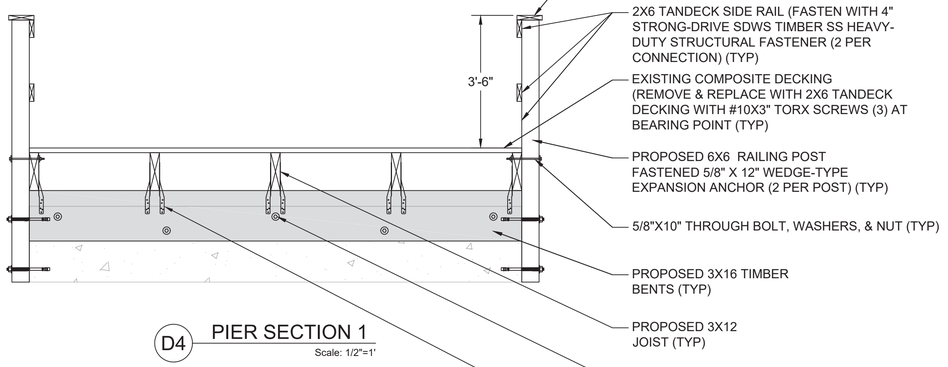
SUBJECT PROPERTY:
CITY OF SANIBEL
144 PERIWINKLE WAY
SANIBEL, FL 33957

PROJECT NO. FL-2026-090	SHEET S-2
DATE 5/7/2026	
1"=10' 22X34 1"=20' 11X17	

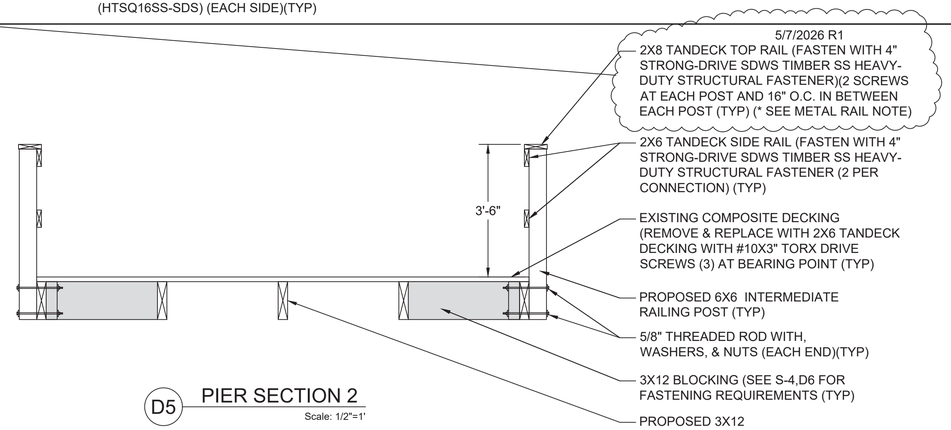
FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT



D3 DECK & FRAMING REPAIR AREA
Scale: 1/2"=1'



D4 PIER SECTION 1
Scale: 1/2"=1'



D5 PIER SECTION 2
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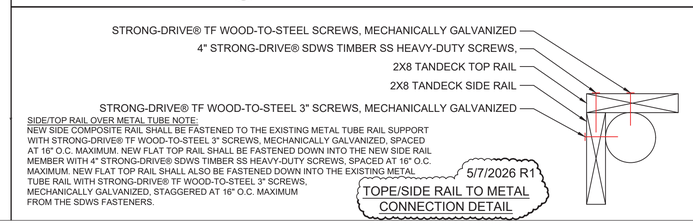


SIDE/TOP RAIL OVER METAL TUBE NOTE:
NEW SIDE COMPOSITE RAIL SHALL BE FASTENED TO THE EXISTING METAL TUBE RAIL SUPPORT WITH STRONG-DRIVE® TF WOOD-TO-STEEL 3" SCREWS, MECHANICALLY GALVANIZED, SPACED AT 16" O.C. MAXIMUM. NEW FLAT TOP RAIL SHALL BE FASTENED DOWN INTO THE NEW SIDE RAIL MEMBER WITH 4" STRONG-DRIVE® SDWS TIMBER SS HEAVY-DUTY SCREWS, SPACED AT 16" O.C. MAXIMUM. NEW FLAT TOP RAIL SHALL ALSO BE FASTENED DOWN INTO THE EXISTING METAL TUBE RAIL WITH STRONG-DRIVE® TF WOOD-TO-STEEL 3" SCREWS, MECHANICALLY GALVANIZED, STAGGERED AT 16" O.C. MAXIMUM FROM THE SDWS FASTENERS.

5/7/2026 R1
TOPE/SIDE RAIL TO METAL CONNECTION DETAIL

REVISIONS:

R1 - 5/7/2026 - ADDED CONNECTION DETAIL FOR SIDE AND TOP RAIL TO METAL TUBE.

ADDENDUM NO. 4

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CLAY MCCOY P.E., ON THE DATE ADJACENT TO THE SEAL.

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

5/7/2026

CLAYTON MCCOY LICENSE No. 95147 STATE OF FLORIDA PROFESSIONAL ENGINEER

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

DETAILS 1

DRAWN BY:
CLAYTON MCCOY, PE

CHECKED BY:
ASA HUNT, PE

EOR:
CLAYTON MCCOY, PE

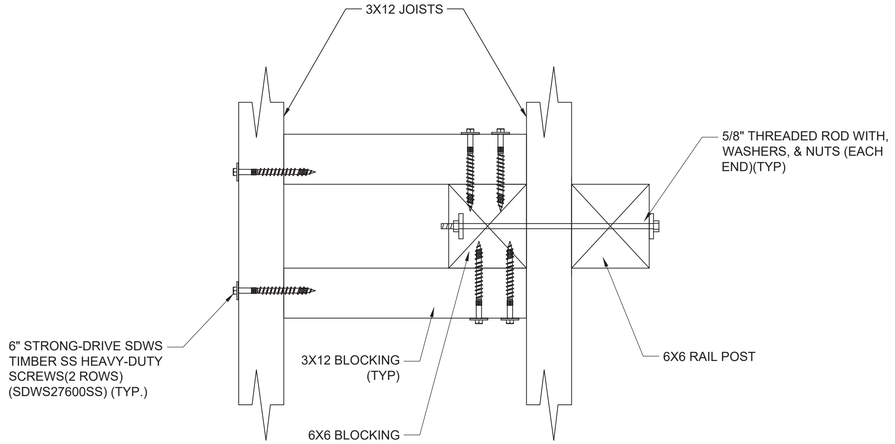
NO.	DESCRIPTION	DATE

SHORELINE ENGINEERING
CLAYTON MCCOY, PE
PE LICENSE NO 95147
25 W CEDAR ST, SUITE 140
PENSACOLA, FL 32502

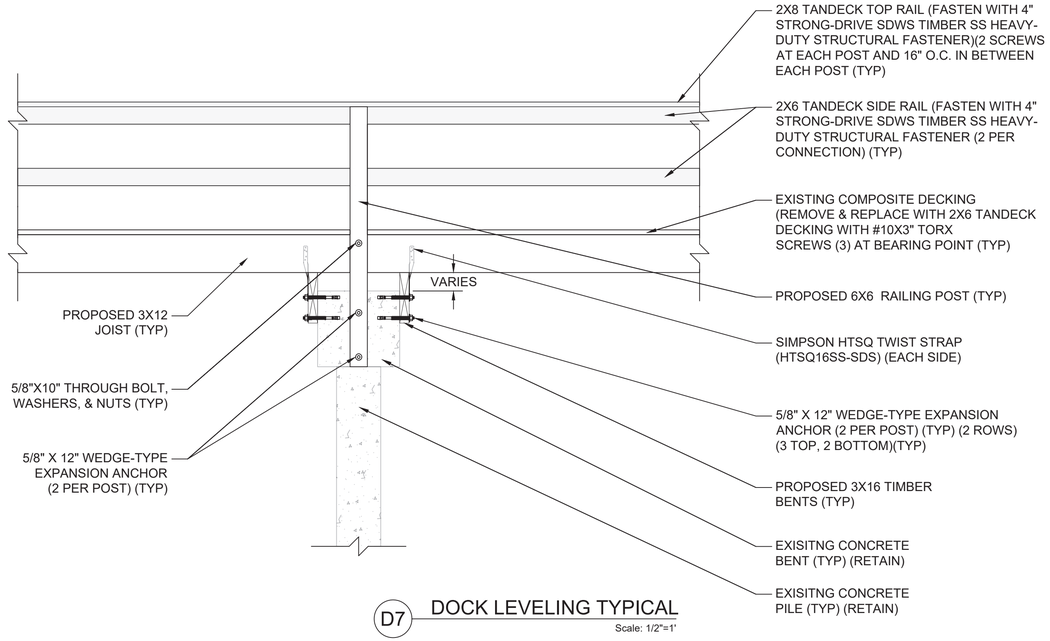
SUBJECT PROPERTY:
CITY OF SANIBEL
144 PERIWINKLE WAY
SANIBEL, FL 33957

PROJECT NO.	SHEET
FL-2026-090	S-3
DATE 5/7/2026	
1/2"=1' 22x34 1" = 4' 11x17	

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT



D6 BLOCKING DETAIL
Scale: NTS



D7 DOCK LEVELING TYPICAL
Scale: 1/2"=1'

NOTE: APPLIES TO BENTS 7, 8, 9, & 10

PROJECT DESCRIPTION:

THE PROJECT CONSISTS OF REMOVING THE DAMAGED ALUMINUM RAILING AND REPLACING IT WITH A NEW WOOD RAILING SYSTEM. THE EXISTING WOOD SUBSTRUCTURE AND DECKING BETWEEN BENTS 6 THROUGH 11 WILL BE REMOVED AND REPLACED. ALL EXISTING 6X6 POSTS WITHIN THE PROJECT LIMITS SHALL BE REMOVED AND REPLACED WITH NEW TREATED TIMBER POSTS. A NEW ADA-COMPLIANT WOOD ACCESS RAMP WILL BE CONSTRUCTED TO PROVIDE ACCESS TO THE ELEVATION OF THE EXISTING PIER. IN ADDITION, DAMAGED DECKING ON THE TERMINAL PLATFORM WILL BE REPLACED. THE PROJECT ALSO INCLUDES A COMPREHENSIVE INSPECTION OF ALL EXISTING HARDWARE, WITH TIGHTENING OR ADJUSTMENT PERFORMED AS NECESSARY TO ENSURE OVERALL STRUCTURAL INTEGRITY.

PROJECT NOTES:

1. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THE DRAWINGS AND SITE CONDITIONS. NO WORK SHOULD PROCEED IF DISCREPANCIES OR OMISSIONS ARE DISCOVERED WITHOUT CONSULTING THE ENGINEER.
2. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ADJACENT PROPERTIES, SURFACES, AND PUBLIC AREAS FROM DAMAGE DURING CONSTRUCTION. APPROPRIATE SEDIMENT AND EROSION CONTROL MEASURES MUST BE IMPLEMENTED TO SAFEGUARD THE SURROUNDING ENVIRONMENT, AS REQUIRED BY LOCAL AND STATE REGULATIONS.
3. TURBIDTY BARRIERS SHALL BE PLACED BEFORE CONSTRUCTION BEGINS AND SHALL ONLY BE REMOVED UNTIL AFTER CONSTRUCTION HAS BEEN COMPLETED AND SEDIMENT LOADS RETURN TO AMBIENT LEVELS.
4. NO REVISIONS OR ALTERATIONS MAY BE MADE TO THESE PLANS WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER OF RECORD.
5. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DETAILS AND JOB SITE CONDITIONS PRIOR TO COMMENCING WORK AND NOTIFY THE ENGINEER OF RECORD FOR ANY DISCREPANCIES.
6. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, WORKMEN, AND ALL OTHER PERSONS DURING CONSTRUCTION.
7. THE ENGINEER IS RESPONSIBLE FOR THE STRUCTURAL ITEMS IN THESE PLANS ONLY. SHOULD ANY CHANGES BE MADE FROM THE DESIGN AS SPECIFIED IN THE CALCULATIONS WITHOUT APPROVAL FROM THE ENGINEER (I.E. ALTERATIONS TO THE STRUCTURAL SYSTEM OR ADDITION OF CONSTRUCTION MATERIALS OR LOADS), THE ENGINEER WILL ASSUME NO RESPONSIBILITY FOR ANY ELEMENT OR SYSTEM OF THE STRUCTURE.
8. THE ENGINEER IS RESPONSIBLE FOR THE STRUCTURAL ITEMS IN THESE PLANS ONLY. SHOULD ANY CHANGES BE MADE FROM THE DESIGN AS SPECIFIED IN THE CALCULATIONS WITHOUT APPROVAL FROM THE ENGINEER (I.E. ALTERATIONS LO THE STRUCTURAL SYSTEM OR ADDITION OF CONSTRUCTION MATERIALS OR LOADS), THE ENGINEER WILL ASSUME NO RESPONSIBILITY FOR ANY ELEMENT OR SYSTEM OF THE STRUCTURE.

SPECIFICATIONS:

HARDWARE:

5/6/2026 R1

1. ALL HARDWARE SHALL BE 316 STAINLESS STEEL UNLESS OTHERWISE NOTED.
2. ALTERNATE BRANDS MAY BE USED IN PLACE OF THOSE LISTED WITHIN THE PLANS, PROVIDED THEY MEET OR EXCEED THE SPECIFIED MINIMUM REQUIREMENTS/SPECIFICATIONS.
3. CONTRACTOR TO INSPECT ALL EXISTING HARDWARE AND TIGHTEN ALL NUTS AND BOLTS ON EXISTING RAILING.
4. ALL METAL CONNECTIONS SHALL COMPLY WITH AISC SPECIFICATIONS AND SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS AND THESE DRAWINGS.
5. EXISTING HARDWARE SHALL NOT BE REUSED.
6. ALL ABANDONED OR UNUSED DRILLED HOLES IN EXISTING CONCRETE SHALL BE THOROUGHLY CLEANED OF DUST, DEBRIS, AND LOOSE MATERIAL USING COMPRESSED AIR AND/OR BRUSHING. HOLES SHALL BE FILLED FLUSH WITH THE SURROUNDING SURFACE USING A STRUCTURAL EPOXY ADHESIVE OR EPOXY PATCHING COMPOUND SUITABLE FOR MARINE ENVIRONMENTS. SURFACE PREPARATION SHALL ACHIEVE A MINIMUM ICRI CONCRETE SURFACE PROFILE (CSP) OF 3 TO 5, OR AS REQUIRED BY THE EPOXY MANUFACTURER. EPOXY SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS TO ENSURE A WATER-TIGHT SEAL AND ADEQUATE BOND TO THE EXISTING CONCRETE.
7. ALL ABANDONED OR UNUSED DRILLED HOLES IN EXISTING CONCRETE SHALL BE THOROUGHLY CLEANED OF DUST, DEBRIS, AND LOOSE MATERIAL USING COMPRESSED AIR AND/OR BRUSHING. HOLES SHALL BE FILLED FLUSH WITH THE SURROUNDING SURFACE USING A STRUCTURAL EPOXY ADHESIVE OR EPOXY PATCHING COMPOUND SUITABLE FOR MARINE ENVIRONMENTS. SURFACE PREPARATION SHALL ACHIEVE A MINIMUM ICRI CONCRETE SURFACE PROFILE (CSP) OF 3 TO 5, OR AS REQUIRED BY THE EPOXY MANUFACTURER. EPOXY SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS TO ENSURE A WATER-TIGHT SEAL AND ADEQUATE BOND TO THE EXISTING CONCRETE.

WOOD TREATMENT LEVEL:

1. ALL LUMBER SHALL BE PRESSURE TREATED SOUTHERN YELLOW PINE.
2. PILE BENTS & STRINGERS SHALL BE TREATED TO 2.5 CHROMATED COPPER ARSENATE (CCA)
3. RAILING SHALL BE TREATED TO 0.60 COPPER QUAT (ACQ).

LUMBER SPECIFICATIONS:

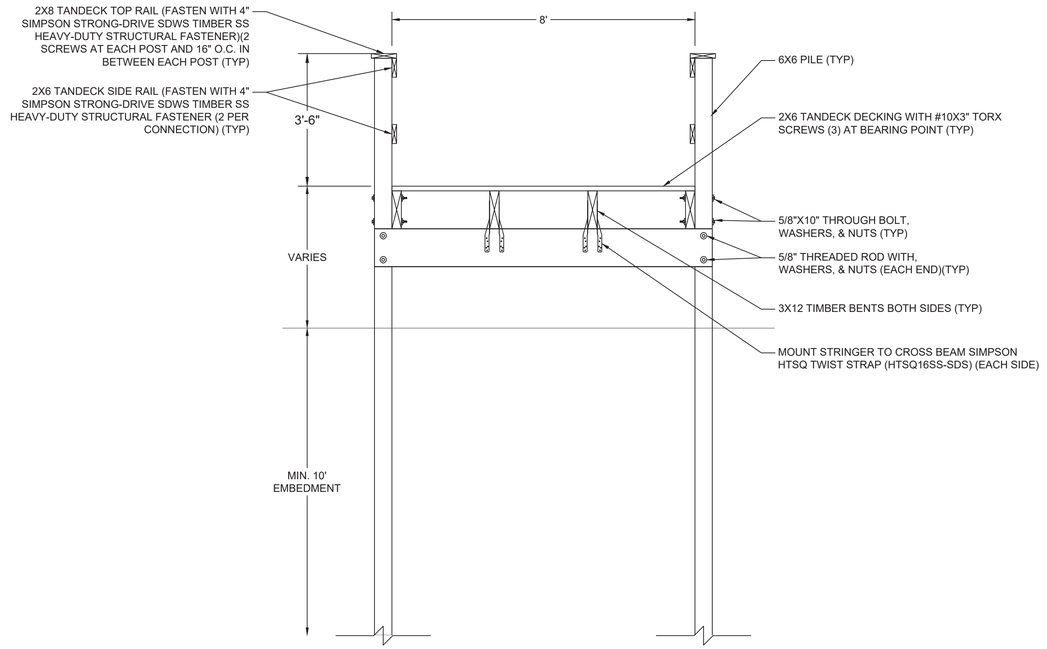
1. ALL PILE BENTS AND STRINGERS SHALL BE ROUGH CUT.
2. RAILING POSTS SHALL BE DIMENSIONAL.
3. RAILING POSTS (6X6) SHALL BE CENTERED ON EACH CONCRETE BENT WITH INTERMEDIATE POSTS (6X6) CENTERED BETWEEN EACH PILE BENT.
4. SPLICES IN BEAMS AND JOISTS ARE NOT ALLOWED BETWEEN SUPPORTS.
5. ALL STRUCTURAL LUMBER SHALL BE #1 GRADE

DECKING:

1. DECKING TO BE 2X6 (1-1/12" X 5-1/2") TANDECK COMPOSITE MANUFACTURED BY TANGENT TECHNOLOGIES, LLC. COLOR TO BE SELECTED BY THE CITY.

UTILITIES:

1. THE CONTRACTOR MUST VERIFY THE LOCATION OF EXISTING UTILITIES BEFORE BEGINNING ANY EXCAVATION OR CONSTRUCTION ACTIVITIES.
2. ELECTRICAL AND PLUMBING IF REQUIRED TO BE DESIGNED BY OTHERS.



D8 ADA RAMP DETAIL
Scale: 1/2"=1'

REVISIONS:

R1 - 5/7/2026 - CHANGED NOTE

ADDENDUM NO. 4

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5/7/2026

CLAYTON MCCOY LICENSE No. 95147 STATE OF FLORIDA PROFESSIONAL ENGINEER

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

DETAILS 2

DRAWN BY: CLAYTON MCCOY, PE

CHECKED BY: ASA HUNT, PE

EOR: CLAYTON MCCOY, PE

NO.	DESCRIPTION	DATE

SHORELINE ENGINEERING
CLAYTON MCCOY, PE
PE LICENSE NO 95147
25 W CEDAR ST, SUITE 140
PENSACOLA, FL 32502

SUBJECT PROPERTY:
CITY OF SANIBEL
144 PERIWINKLE WAY
SANIBEL, FL 33957

PROJECT NO.	SHEET
FL-2026-090	S-4
DATE 5/7/2026	
SCALE SEE SHEET	

CITY OF SANIBEL

FISHING PIER TEMPORARY REPAIRS
PENDING FULL REPLACEMENT

BID OPENING
May 28, 2026 @ 2:30 P.M.

PAY ITEMS						
Item No.	**Quantity**	**Unit**	**Description**	**Unit Price (Words)**	**Unit Price $ (Figures)**	**Extended Price $ (Figures)**
1	1	LS	Mobilization/Demobilization (Max 5%)		$	$
2	664	SF	Deck Demolition		$	$
3	398	LF	Pressure Treated Lumber 3" x 12" 2.5 PCF CCA (Rough Cut)		$	$
4	104	LF	Pressure Treated Lumber 3" x 16" 2.5 PCF CCA (Rough Cut)		$	$
5	427	LF	6" X 6" Posts/Piles 0.60 PCF ACQ (Dimensional)		$	$
6	872	SF	Tandeck 2x6 Decking		$	$
7	465	**LF**	Tandeck 2X8 Top Rail		$	$
8	**612**	**LF**	Tandeck 2X6 Side Railing		$	$
9	1	**LS**	Existing Railing Hardware Inspection & Tighten All Hardware		$	$
10	1	**LS**	Existing Hardware Replacement		$	$
11	1	**LS**	Materials (Fasteners, Straps, Bolts, Screws, etc.. - 316 Stainless Steel)		$	$
12	1	**LS**	Owner's Contingency		$ 25,000.00	$ 25,000.00
13	**32**	**LF**	**Pressure Treated Lumber "2x8" 2.5 PCF**		**$**	**$**
					PROJECT TOTAL	**$**

City of Sanibel

Required Bid Items

Fishing Pier Temporary Repairs
Pending Full Replacement

May 28, 2026 @ 2:30p.m.

No.	Name	Page Reference
No.	**Name**	**Page Reference**
1	Bid Package in sealed envelope marked with Title of Bid, Bid Number, Name & Address of Bidder	Cover page Invitation to Bid
2	Complete Proposal on form provided	Pages A-1 and P-1 through P-4
3	Complete Unit Price Proposal	Pages P-1 through P-4
~~4~~	~~Complete Similar Project Experience~~	~~Pages SPE-1 through SPE-6~~
5	Include Certified Check or Bid Bond 5% or more of total bid price	Pages A-1 and IB-4
6	Acknowledge issued addenda on page 2 of Proposal Form	Pages IB-2, P-2, GC-1
7	Letter or statement from Bidder's surety company it will execute and deliver a 100% Performance and Payment Bond	Page IB-3
8	Furnish evidence they have ability & experience, have sufficient capital and plant, and minimum 5-years of experience	Page IB-4, ~~Pages SPE-1 through SPE-6~~

City of Sanibel

ADDENDUM NO. 5
May 19, 2026

RE: Fishing Pier Temporary Repairs Project (ITB-BP-0-2026/JH) Proposal due date: May 28, 2026 @ 2:30PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Revised Plans

B. Revised Bid Tabulation

A. ACKNOWLEDGEMENT OF ADDENDA

a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.
b. All other terms, conditions and specifications of ITB-BP-0-2026/JH remain the same.
c. Receipt acknowledged by:

_____

Authorized Signature & Date Signed

_____

Title

_____

Name of Firm

STRUCTURAL INFORMATION:

1. DESIGN CODE DATA:
A. 2020-2021 INTERNATIONAL BUILDING CODE
B. 2023 FLORIDA BUILDING CODE, BUILDING
C. ASCE 7.22: MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
D. ANSI/AF&PA NDS 2005: NATIONAL DESIGN SPECIFICATION FOR WOOD STRUCTURES

2. DESIGN LOADS:
A. DEAD LOADS:
- DOCK 20 PSF

LIVELOADS:
- DOCK 100 PSF

B. WIND DESIGN CRITERIA:
- WIND SPEED: 170 MPH (ULT)
- WIND SPEED: 132 MPH (NOMINAL)
- EXPOSURE: D
- RISK CATEGORY: II
- ENCLOSURE CLASSIFICATION: OPEN
- INTERNAL PRESSURE COEFFICIENT: 0.00

3. MAXIMUM ALLOWABLE DEFLECTION CRITERIA:
DECK: L/360 LIVE LOAD; L/240 TOTAL LOAD

144 PERIWINKLE WAY

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

LEE COUNTY

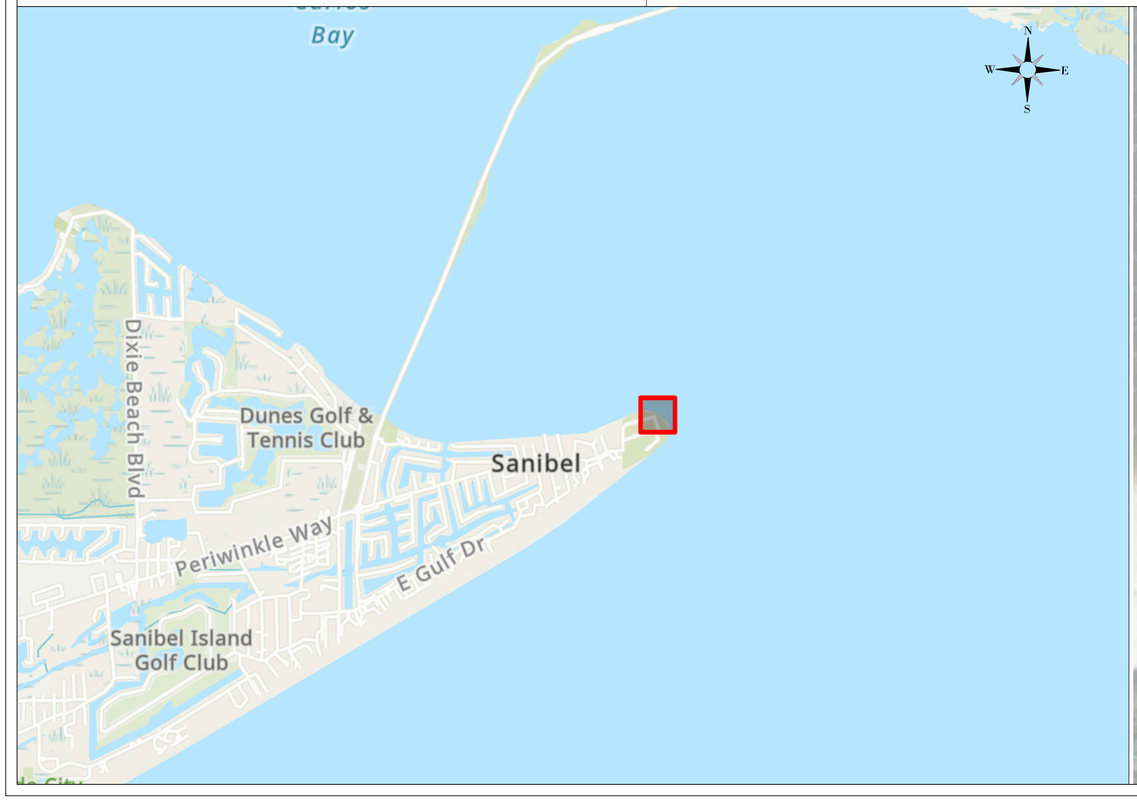
SUBJECT PROPERTY:

CITY OF SANIBEL
144 PERIWINKLE WAY
SANIBEL, FL 33957

PARCEL NUMBER: 1-46-23-T2-00038.0000
LAT/LONG: 26°27'17.01"N 82° 0'55.88"W
WATERWAY: SAN CARLOS BAY

DESIGN INFORMATION:

MEAN HIGH WATER (MHW) NAVD88: +0.18'
MEAN LOW WATER (MLW) NAVD88: -1.5'



SHEET INDEX

S-1 COVER SHEET
S-2 PLAN & PROFILE
S-3 DETAILS 1
S-4 DETAILS 2

REVISION DATES:
R1 5/7/2026
R2 5/17/2026
ADDENDUM NO. 5

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CLAY MCCOY P.E., ON THE DATE ADJACENT TO THE SEAL.

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5/17/2026

CLAYTON MCCOY LICENSE No. 95147 STATE OF FLORIDA PROFESSIONAL ENGINEER

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

COVER SHEET

DRAWN BY: CLAYTON MCCOY, PE
CHECKED BY: ASA HUNT, PE
EOR: CLAYTON MCCOY, PE

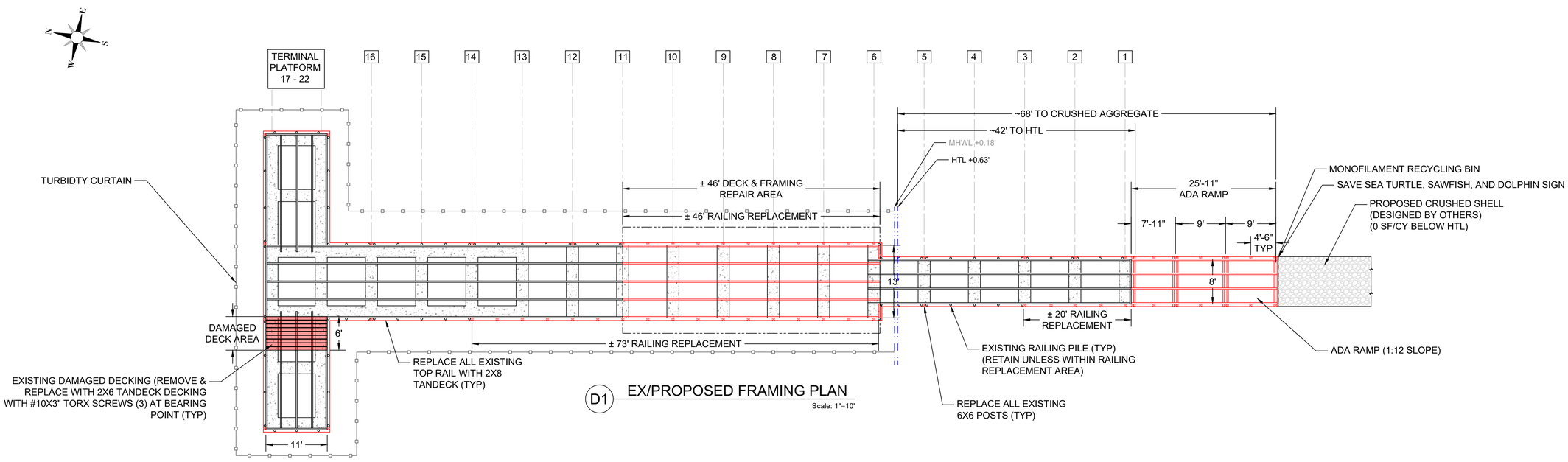
NO.	DESCRIPTION	DATE

SHORELINE ENGINEERING
CLAYTON MCCOY, PE
PE LICENSE NO 95147
25 W CEDAR ST, SUITE 140
PENSACOLA, FL 32502

SUBJECT PROPERTY:
CITY OF SANIBEL
144 PERIWINKLE WAY
SANIBEL, FL 33957

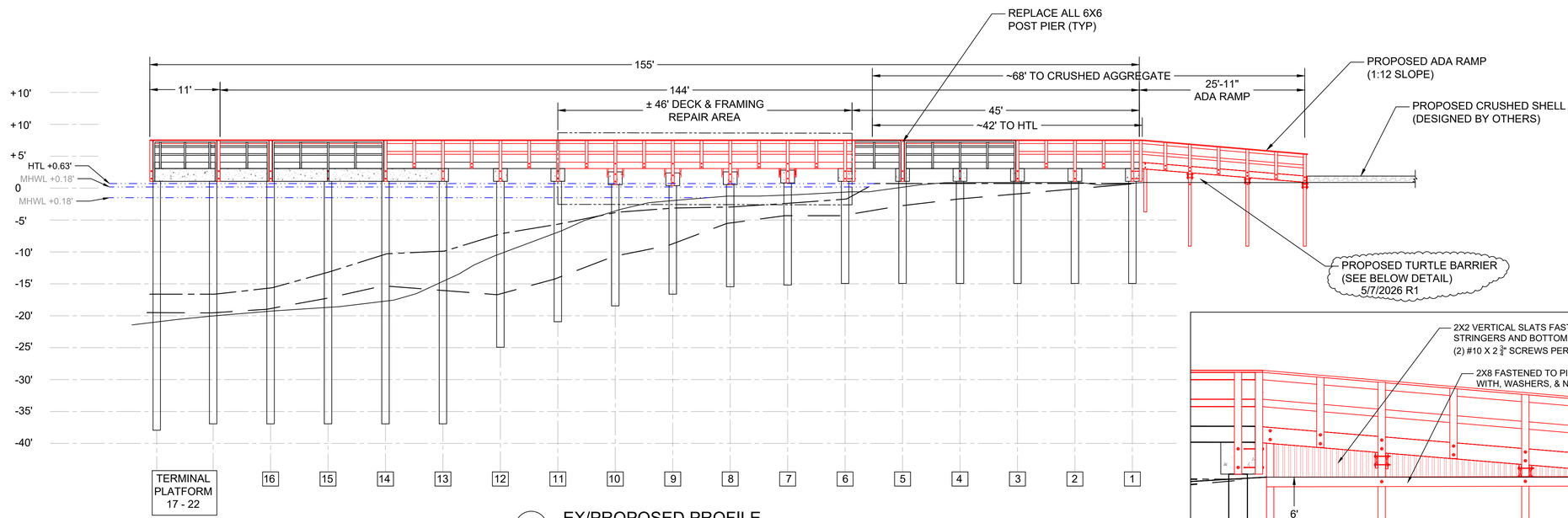
PROJECT NO. FL-2026-090	SHEET S-1
DATE 5/17/2026	
SCALE N/A	

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT



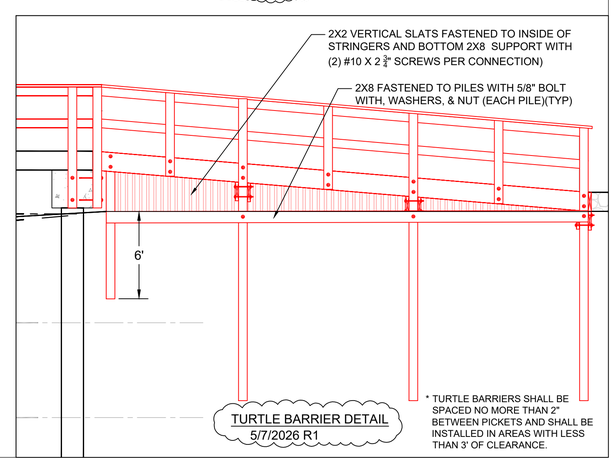
D1 EX/PROPOSED FRAMING PLAN

Scale: 1"=10'



D2 EX/PROPOSED PROFILE

Scale: 1"=10'



TURTLE BARRIER DETAIL
5/7/2026 R1

* TURTLE BARRIERS SHALL BE SPACED NO MORE THAN 2" BETWEEN PICKETS AND SHALL BE INSTALLED IN AREAS WITH LESS THAN 3' OF CLEARANCE.

WATER BOTTOM LEGEND:

- ORIGINAL DESIGN
- 12/16/2023 STANTEC
- 2/6/2026 SHORELINE ENGINEERING

EXISTING DOCK REPAIR LEGEND:

- EXISTING (RETAIN)
- PROPOSED WORK

REVISIONS:

1. 5/7/2026 - ADDED TURTLE BARRIER DETAIL

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

PLAN & PROFILE

DRAWN BY: CLAYTON MCCOY, PE

CHECKED BY: ASA HUNT, PE

EOR: CLAYTON MCCOY, PE

NO.	DESCRIPTION	DATE

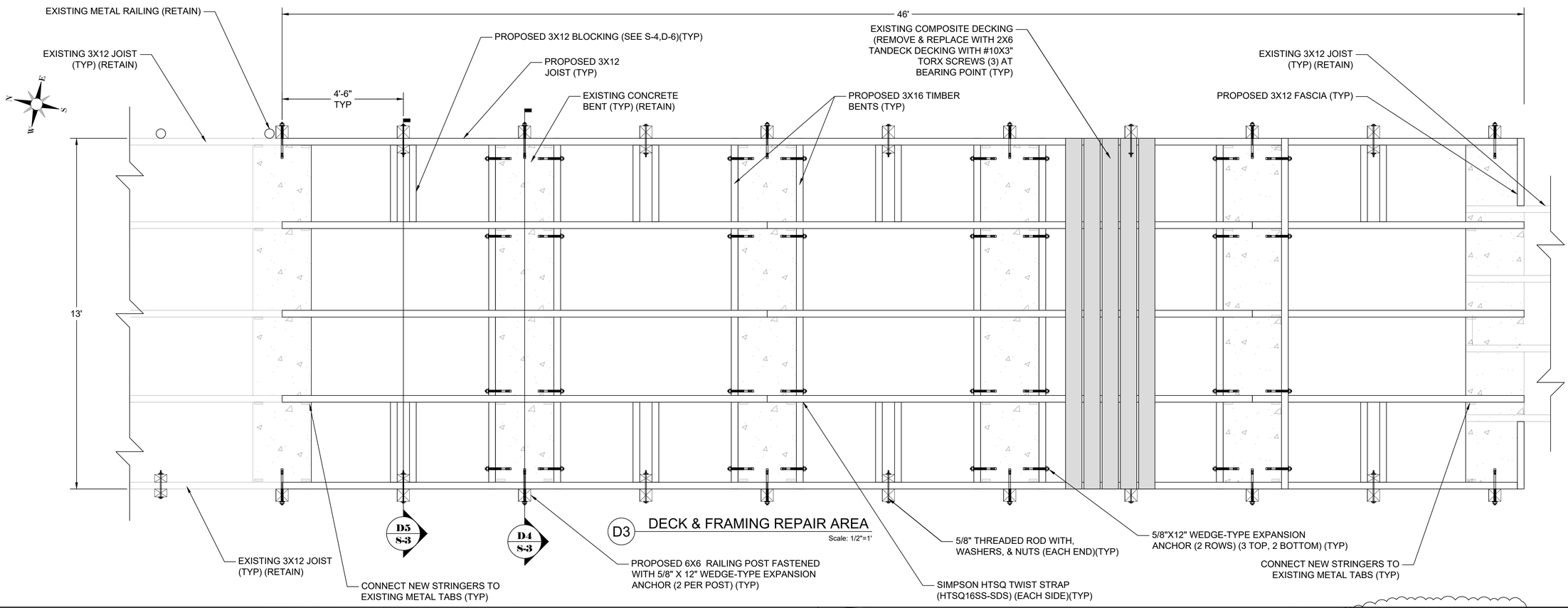
SHORELINE ENGINEERING

CLAYTON MCCOY, PE
PE LICENSE NO 95147
25 W CEDAR ST, SUITE 140
PENSACOLA, FL 32502

SUBJECT PROPERTY:
CITY OF SANIBEL
144 PERIWINKLE WAY
SANIBEL, FL 33957

PROJECT NO. FL-2026-090	SHEET S-2
DATE 5/17/2026	
1"=10' 22X34 1"=20' 11X17	

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT



D3 DECK & FRAMING REPAIR AREA

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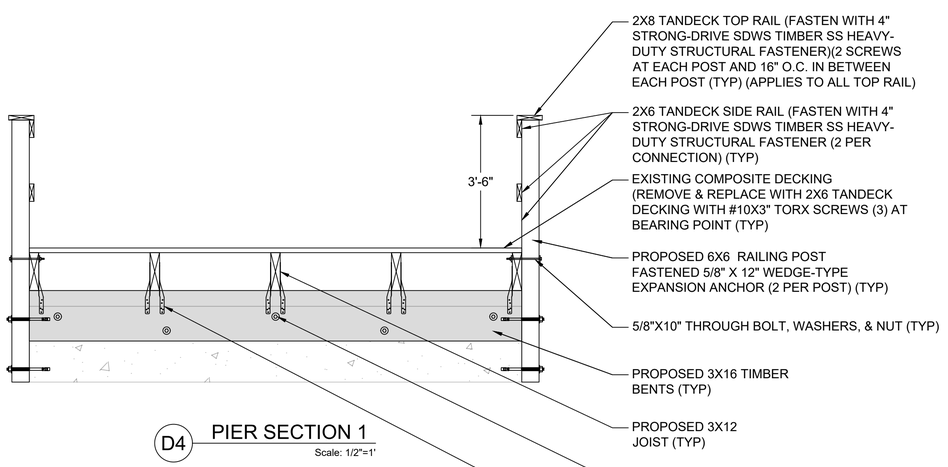

D4 PIER SECTION 1

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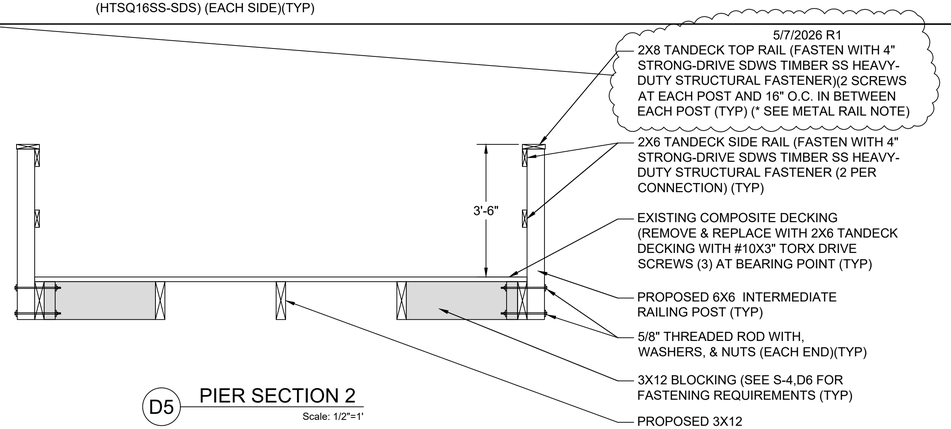

D5 PIER SECTION 2

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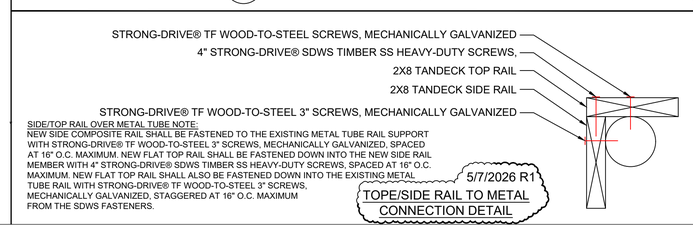

SIDE/TOP RAIL OVER METAL TUBE NOTE:
NEW SIDE COMPOSITE RAIL SHALL BE FASTENED TO THE EXISTING METAL TUBE RAIL SUPPORT WITH STRONG-DRIVE® TF WOOD-TO-STEEL 3" SCREWS, MECHANICALLY GALVANIZED, SPACED AT 16" O.C. MAXIMUM. NEW FLAT TOP RAIL SHALL BE FASTENED DOWN INTO THE NEW SIDE RAIL MEMBER WITH 4" STRONG-DRIVE® SDWS TIMBER SS HEAVY-DUTY SCREWS, SPACED AT 16" O.C. MAXIMUM. NEW FLAT TOP RAIL SHALL ALSO BE FASTENED DOWN INTO THE EXISTING METAL TUBE RAIL WITH STRONG-DRIVE® TF WOOD-TO-STEEL 3" SCREWS, MECHANICALLY GALVANIZED, STAGGERED AT 16" O.C. MAXIMUM FROM THE SDWS FASTENERS.

5/7/2026 R1
TOPE/SIDE RAIL TO METAL CONNECTION DETAIL

REVISIONS:

R1 - 5/7/2026 - ADDED CONNECTION DETAIL FOR SIDE AND TOP RAIL TO METAL TUBE.

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5/17/2026

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SHORELINE ENGINEERING

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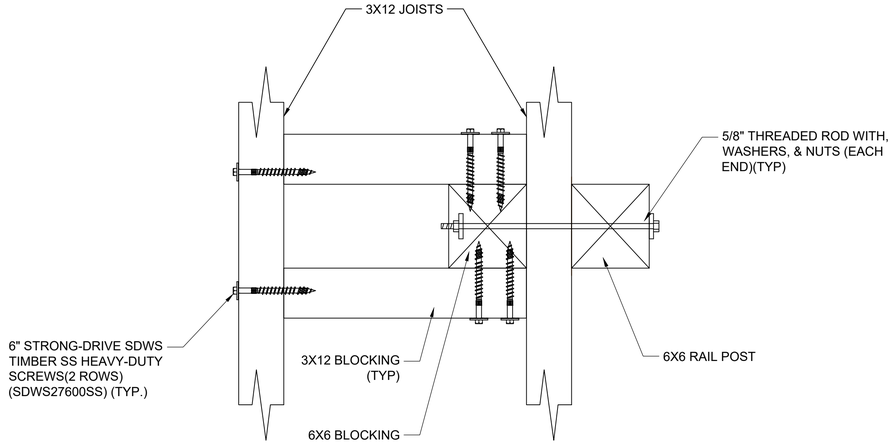
25 W CEDAR ST, SUITE 140
PENSACOLA, FL 32502

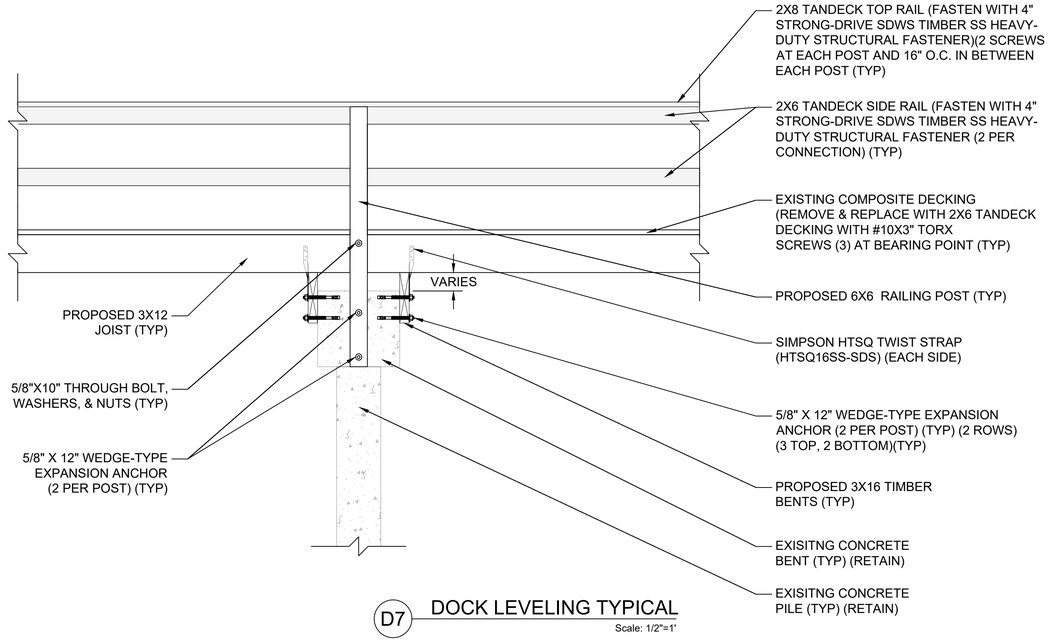
SUBJECT PROPERTY:
CITY OF SANIBEL
144 PERIWINKLE WAY
SANIBEL, FL 33957

PROJECT NO. FL-2026-090	SHEET S-3
DATE 5/17/2026	
1/2"=1' 22x34 1" = 4' 11x17	

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT



D6 BLOCKING DETAIL
Scale: NTS



D7 DOCK LEVELING TYPICAL
Scale: 1/2"=1'

NOTE: APPLIES TO BENTS 7, 8, 9, & 10

PROJECT DESCRIPTION:

THE PROJECT CONSISTS OF REMOVING THE DAMAGED ALUMINUM RAILING AND REPLACING IT WITH A NEW WOOD RAILING SYSTEM. THE EXISTING WOOD SUBSTRUCTURE AND DECKING BETWEEN BENTS 6 THROUGH 11 WILL BE REMOVED AND REPLACED. ALL EXISTING 6X6 POSTS WITHIN THE PROJECT LIMITS SHALL BE REMOVED AND REPLACED WITH NEW TREATED TIMBER POSTS. A NEW ADA-COMPLIANT WOOD ACCESS RAMP WILL BE CONSTRUCTED TO PROVIDE ACCESS TO THE ELEVATION OF THE EXISTING PIER. IN ADDITION, DAMAGED DECKING ON THE TERMINAL PLATFORM WILL BE REPLACED. THE PROJECT ALSO INCLUDES A COMPREHENSIVE INSPECTION OF ALL EXISTING HARDWARE, WITH TIGHTENING OR ADJUSTMENT PERFORMED AS NECESSARY TO ENSURE OVERALL STRUCTURAL INTEGRITY.

PROJECT NOTES:

1. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THE DRAWINGS AND SITE CONDITIONS. NO WORK SHOULD PROCEED IF DISCREPANCIES OR OMISSIONS ARE DISCOVERED WITHOUT CONSULTING THE ENGINEER.
2. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ADJACENT PROPERTIES, SURFACES, AND PUBLIC AREAS FROM DAMAGE DURING CONSTRUCTION. APPROPRIATE SEDIMENT AND EROSION CONTROL MEASURES MUST BE IMPLEMENTED TO SAFEGUARD THE SURROUNDING ENVIRONMENT, AS REQUIRED BY LOCAL AND STATE REGULATIONS.
3. TURBIDTY BARRIERS SHALL BE PLACED BEFORE CONSTRUCTION BEGINS AND SHALL ONLY BE REMOVED UNTIL AFTER CONSTRUCTION HAS BEEN COMPLETED AND SEDIMENT LOADS RETURN TO AMBIENT LEVELS.
4. NO REVISIONS OR ALTERATIONS MAY BE MADE TO THESE PLANS WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER OF RECORD.
5. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DETAILS AND JOB SITE CONDITIONS PRIOR TO COMMENCING WORK AND NOTIFY THE ENGINEER OF RECORD FOR ANY DISCREPANCIES.
6. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, WORKMEN, AND ALL OTHER PERSONS DURING CONSTRUCTION.
7. THE ENGINEER IS RESPONSIBLE FOR THE STRUCTURAL ITEMS IN THESE PLANS ONLY. SHOULD ANY CHANGES BE MADE FROM THE DESIGN AS SPECIFIED IN THE CALCULATIONS WITHOUT APPROVAL FROM THE ENGINEER (I.E. ALTERATIONS TO THE STRUCTURAL SYSTEM OR ADDITION OF CONSTRUCTION MATERIALS OR LOADS), THE ENGINEER WILL ASSUME NO RESPONSIBILITY FOR ANY ELEMENT OR SYSTEM OF THE STRUCTURE.
8. THE ENGINEER IS RESPONSIBLE FOR THE STRUCTURAL ITEMS IN THESE PLANS ONLY. SHOULD ANY CHANGES BE MADE FROM THE DESIGN AS SPECIFIED IN THE CALCULATIONS WITHOUT APPROVAL FROM THE ENGINEER (I.E. ALTERATIONS LO THE STRUCTURAL SYSTEM OR ADDITION OF CONSTRUCTION MATERIALS OR LOADS), THE ENGINEER WILL ASSUME NO RESPONSIBILITY FOR ANY ELEMENT OR SYSTEM OF THE STRUCTURE.

SPECIFICATIONS:

HARDWARE:

5/6/2026 R1

1. ALL HARDWARE SHALL BE 316 STAINLESS STEEL UNLESS OTHERWISE NOTED.
2. ALTERNATE BRANDS MAY BE USED IN PLACE OF THOSE LISTED WITHIN THE PLANS, PROVIDED THEY MEET OR EXCEED THE SPECIFIED MINIMUM REQUIREMENTS/SPECIFICATIONS.
3. CONTRACTOR TO INSPECT ALL EXISTING HARDWARE AND TIGHTEN ALL NUTS AND BOLTS ON EXISTING RAILING.
4. ALL METAL CONNECTIONS SHALL COMPLY WITH AISC SPECIFICATIONS AND SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS AND THESE DRAWINGS.
5. EXISTING HARDWARE SHALL NOT BE REUSED.
6. ALL ABANDONED OR UNUSED DRILLED HOLES IN EXISTING CONCRETE SHALL BE THOROUGHLY CLEANED OF DUST, DEBRIS, AND LOOSE MATERIAL USING COMPRESSED AIR AND/OR BRUSHING. HOLES SHALL BE FILLED FLUSH WITH THE SURROUNDING SURFACE USING A STRUCTURAL EPOXY ADHESIVE OR EPOXY PATCHING COMPOUND SUITABLE FOR MARINE ENVIRONMENTS. SURFACE PREPARATION SHALL ACHIEVE A MINIMUM ICRI CONCRETE SURFACE PROFILE (CSP) OF 3 TO 5, OR AS REQUIRED BY THE EPOXY MANUFACTURER. EPOXY SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS TO ENSURE A WATER-TIGHT SEAL AND ADEQUATE BOND TO THE EXISTING CONCRETE.
7. ALL ABANDONED OR UNUSED DRILLED HOLES IN EXISTING CONCRETE SHALL BE THOROUGHLY CLEANED OF DUST, DEBRIS, AND LOOSE MATERIAL USING COMPRESSED AIR AND/OR BRUSHING. HOLES SHALL BE FILLED FLUSH WITH THE SURROUNDING SURFACE USING A STRUCTURAL EPOXY ADHESIVE OR EPOXY PATCHING COMPOUND SUITABLE FOR MARINE ENVIRONMENTS. SURFACE PREPARATION SHALL ACHIEVE A MINIMUM ICRI CONCRETE SURFACE PROFILE (CSP) OF 3 TO 5, OR AS REQUIRED BY THE EPOXY MANUFACTURER. EPOXY SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS TO ENSURE A WATER-TIGHT SEAL AND ADEQUATE BOND TO THE EXISTING CONCRETE.

WOOD TREATMENT LEVEL:

1. ALL LUMBER SHALL BE PRESSURE TREATED SOUTHERN YELLOW PINE.
2. PILE BENTS & STRINGERS SHALL BE TREATED TO 2.5 CHROMATED COPPER ARSENATE (CCA)
3. RAILING SHALL BE TREATED TO 0.60 COPPER QUAT (ACQ).

LUMBER SPECIFICATIONS:

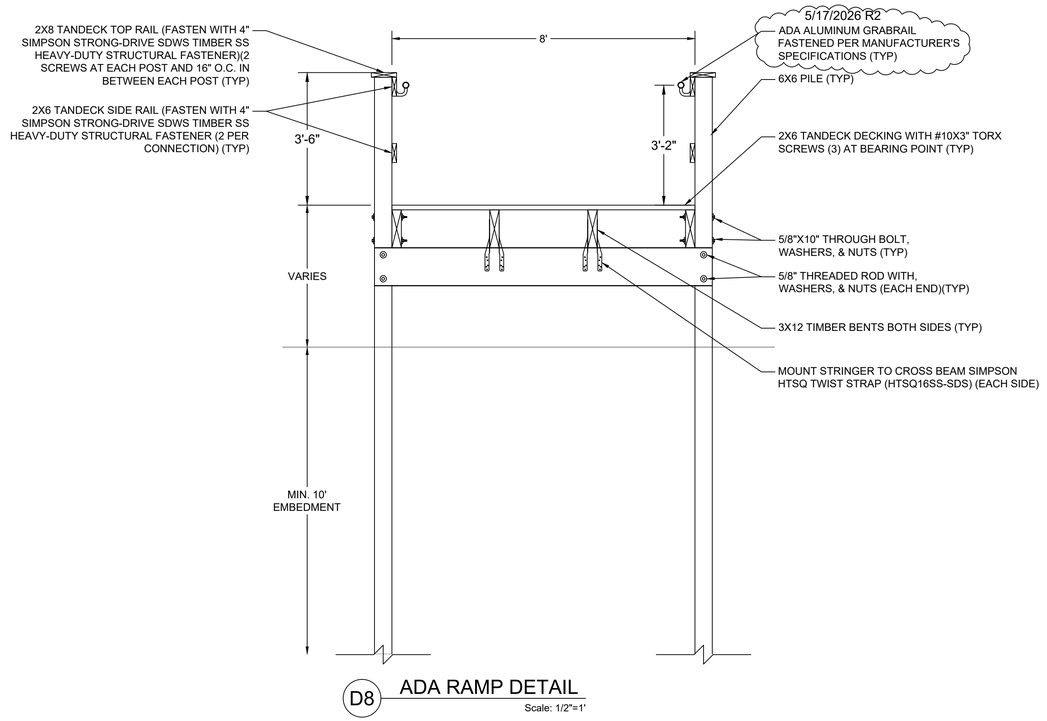
1. ALL PILE BENTS AND STRINGERS SHALL BE ROUGH CUT.
2. RAILING POSTS SHALL BE DIMENSIONAL.
3. RAILING POSTS (6X6) SHALL BE CENTERED ON EACH CONCRETE BENT WITH INTERMEDIATE POSTS (6X6) CENTERED BETWEEN EACH PILE BENT.
4. SPLICES IN BEAMS AND JOISTS ARE NOT ALLOWED BETWEEN SUPPORTS.
5. ALL STRUCTURAL LUMBER SHALL BE #1 GRADE

DECKING:

1. DECKING TO BE 2X6 (1-1/12" X 5-1/2") TANDECK COMPOSITE MANUFACTURED BY TANGENT TECHNOLOGIES, LLC. COLOR TO BE SELECTED BY THE CITY.

UTILITIES:

1. THE CONTRACTOR MUST VERIFY THE LOCATION OF EXISTING UTILITIES BEFORE BEGINNING ANY EXCAVATION OR CONSTRUCTION ACTIVITIES.
2. ELECTRICAL AND PLUMBING IF REQUIRED TO BE DESIGNED BY OTHERS.



D8 ADA RAMP DETAIL
Scale: 1/2"=1'

REVISIONS:

R1 - 5/7/2026 - CHANGED NOTE

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CLAY MCCOY P.E., ON THE DATE ADJACENT TO THE SEAL.

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

5/17/2026

CLAYTON MCCOY LICENSE No. 95147 STATE OF FLORIDA PROFESSIONAL ENGINEER

FISHING PIER TEMPORARY REPAIRS PENDING FULL REPLACEMENT

DETAILS 2

DRAWN BY: CLAYTON MCCOY, PE

CHECKED BY: ASA HUNT, PE

EOR: CLAYTON MCCOY, PE

NO.	DESCRIPTION	DATE

SHORELINE ENGINEERING
CLAYTON MCCOY, PE
PE LICENSE NO 95147
25 W CEDAR ST, SUITE 140
PENSACOLA, FL 32502

SUBJECT PROPERTY:
CITY OF SANIBEL
144 PERIWINKLE WAY
SANIBEL, FL 33957

PROJECT NO. FL-2026-090	SHEET S-4
DATE 5/17/2026	
SCALE SEE SHEET	

CITY OF SANIBEL

FISHING PIER TEMPORARY REPAIRS
PENDING FULL REPLACEMENT

BID OPENING
May 28, 2026 @ 2:30 P.M.

PAY ITEMS						
Item No.	**Quantity**	**Unit**	**Description**	**Unit Price (Words)**	**Unit Price $ (Figures)**	**Extended Price $ (Figures)**
1	1	LS	Mobilization/Demobilization (Max 5%)		$	$
2	664	SF	Deck Demolition		$	$
3	398	LF	Pressure Treated Lumber 3" x 12" 2.5 PCF CCA (Rough Cut)		$	$
4	104	LF	Pressure Treated Lumber 3" x 16" 2.5 PCF CCA (Rough Cut)		$	$
5	427	LF	6" X 6" Posts/Piles 0.60 PCF ACQ (Dimensional)		$	$
6	872	SF	Tandeck 2x6 Decking		$	$
7	465	**LF**	Tandeck 2X8 Top Rail		$	$
8	**612**	**LF**	Tandeck 2X6 Side Railing		$	$
9	1	**LS**	Existing Railing Hardware Inspection & Tighten All Hardware		$	$
10	1	**LS**	Existing Hardware Replacement		$	$
11	1	**LS**	Materials (Fasteners, Straps, Bolts, Screws, etc.. - 316 Stainless Steel)		$	$
12	1	**LS**	Owner's Contingency		$ 25,000.00	$ 25,000.00
13	**32**	**LF**	**Pressure Treated Lumber "2x8" 2.5 PCF**		**$**	**$**
14	**51**	**LF**	**Aluminum Grabrail**		**$**	**$**
					PROJECT TOTAL	**$**

AGENDA MEMORANDUM

Public Works Department

City Council Regular Meeting Date: May 5,2026

To: City Council

From: Oisin Dolley, Assistant City Engineer
Mark Harmon, Grants Manager

Date: 6/9/2026

SUBJECT: State of Florida Department of Environmental Protection Grant HA034 Amendment #2

BACKGROUND: The City of Sanibel was awarded grant funding through the State of Florida's Hurricane Stormwater and Wastewater Repair Program as part of agreement HA034 for Effluent Disposal Pond Apple Site Repairs. The approved funding total for this grant was $253,000. The agreement for the grant funding was executed on September 25,2023. The City was notified by FDEP that additional grant funding was available. After this notification, the City requested an additional $152,432.43 to allow for additional repairs at Pond Apple Park. With this amendment the total funding amount will be increased to $405,432.43.

FUNDING SOURCE:

Contract Number	Project Title	Original Budget	Amended Budget
HA034	Effluent Disposal Pond Apple Site Repairs	$ 253,000.00	$405,432.43

RECOMMENDED ACTION: Staff recommends that City Council Approve amendment # 2 for HA034 which increases grant budget by $152,432.43 and authorize the City Manager to execute same.

AMENDMENT NO. 2
TO AGREEMENT NO. HA034
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF SANIBEL

This Amendment to Agreement No. HA034 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Sanibel (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Effluent Disposal Pond Apple Site Repairs (Project), effective September 25, 2023; and,

WHEREAS, $152,432.43 in additional funding for this Project is provided under Section 12 of Senate Bill 4A of the 2022-2023 General Appropriations Act; and the total funding for this Agreement is now $405,432.43; and,

WHEREAS, the reimbursement period for the additional funding provided under Section 12 of Senate Bill 4A of the 2022-2023 General Appropriations Act begins on January 30, 2023; and,

WHEREAS, the Grantee has requested a budget reallocation for the Project; and,

WHEREAS, the Grantee has requested to remove a task from the Grant Work Plan; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to March 31, 2031. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	**Funding Source?**	**Award #s or Line Item Appropriations:**	**Amount per Source(s):**
$405,432.43	☑ State ☐ Federal	Hurr SW/WW, Section 12 SB 4A, FY 22-23, GR	$405,432.43
	☐ Grantee Match		
		Total Amount of Funding + Grantee Match, if any:	$405,432.43

3. Attachment 3-3, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-4, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-4, Revised Grant Work Plan.

4. Attachment 5-1, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-2, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-2, Revised Special Audit Requirements.

5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF SANIBEL

By: _____
Authorized Signature

Dana Souza, City Manager
Print Name and Title

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

_____
Noah McKenzie, DEP Grant Manager

_____
Kyleigh Revis, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-4	Revised Grant Work Plan
Attachment	5-2	Revised Special Audit Requirements

ATTACHMENT 3-4
REVISED GRANT WORK PLAN

PROJECT TITLE: Effluent Disposal Pond Apple Site Repairs

PROJECT LOCATION: The Project will be located in the City of Sanibel within Lee County; Lat/Long (26.4458, -82.0458).

PROJECT BACKGROUND: Due to the storm surges caused during Hurricane Ian, sections of the effluent disposal ponds at the Pond Apple Site collapsed. The effluent disposal ponds are a critical component to the City of Sanibel's (Grantee) wastewater system and without rehabilitation the Wastewater Treatment Facility is at risk of failure.

PROJECT DESCRIPTION: The Grantee will stabilize approximately 2,121 Linear Feet (LF) of pond shoreline to repair the erosion that occurred during Hurricane Ian's storm surge. Once stabilized vegetation will be planted to reduce the risk of future collapse.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of the Effluent Disposal Pond Apple Site Repairs and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task. Project management services related to the preconstruction activities, to include review of documents, meetings with contractor(s) and design professionals, and overall preconstruction coordination and supervision, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the project.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Construction

Deliverables: The Grantee will construct Effluent Disposal Pond Apple Site Repairs in accordance with the final design. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

Documentation: a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$30,000.00	01/30/2023	09/30/2029
2	Bidding and Contractor Selection	Contractual Services	$5,000.00	01/30/2023	09/30/2029
3	Construction	Contractual Services	$370,432.43	01/30/2023	09/30/2030
		Total:	$405,432.43		

Note that, per Section 8 of Attachment 1 of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-2

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.114	Hurricane Stormwater and Wastewater Assistance - Section 12 SB 4A, GR	$253,000.00	140123
Amendment 2	Department of Environmental Protection	2022-2023	37.114	Hurricane Stormwater and Wastewater Assistance - Section 12 SB 4A, GR	$152,432.43	140123
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$405,432.43	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

AMENDMENT NO. 1
TO AGREEMENT NO. HA034
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF SANIBEL

This Amendment to Agreement No. HA034(Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Sanibel (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Effluent Disposal Pond Apple Site Repairs (Project), effective January 30, 2023; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to delays with the preconstruction activities and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to November 30, 2027. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager
Name: Kyleigh Revis
Florida Department of Environmental Protection
3900 Commonwealth Blvd.
Tallahassee, Florida 32399
Phone: 850-245-2198
Email: Kyleigh.Revis@FloridaDEP.gov

3. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-1, Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-1, Revised Standard Terms and Conditions.

4. Attachment 3-1, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-1 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.

5. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

6. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.

7. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF SANIBEL

By: _____
Authorized Signature

Steve Chaipel, Deputy City Manager/CFO

~~Dana Souza, City Manager~~
Print Name and Title

Date: 02/19/2025

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Angela Knecht Digitally signed by Angela Knecht
Date: 2025.02.19 13:23:15 -05'00'

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

Kyleigh Revis Digitally signed by Kyleigh Revis
Date: 2025.02.19 11:54:06 -05'00'

Kyleigh Revis, DEP Grant Manager

Mitch Holmes Digitally signed by Mitch Holmes
Date: 2025.02.19 12:53:40 -05'00'

Mitch Holmes, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-1	Revised Standard Terms and Conditions
Attachment	3-2	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements
Exhibit	A-1	Progress Report Form

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extend authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

ATTACHMENT 3-2
REVISED GRANT WORK PLAN

PROJECT TITLE: Effluent Disposal Pond Apple Site Repairs

PROJECT LOCATION: The Project will be located in the City of Sanibel within Lee County; Lat/Long (26.4458, -82.0458).

PROJECT BACKGROUND: Due to the storm surges caused during Hurricane Ian, sections of the effluent disposal ponds at the Pond Apple Site collapsed. The effluent disposal ponds are a critical component to the City of Sanibel's (Grantee) wastewater system and without rehabilitation the Wastewater Treatment Facility is at risk of failure.

PROJECT DESCRIPTION: The Grantee will stabilize approximately 2,121 Linear Feet (LF) of pond shoreline to repair the erosion that occurred during Hurricane Ian's storm surge. Once stabilized vegetation will be planted to reduce the risk of future collapse.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement or match documentation no more frequently than monthly.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of the rehabilitations to the effluent disposal ponds and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the effluent pond restorations.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Construction

Deliverables: The Grantee will construct the rehabilitations to the effluent ponds in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Project Management

Deliverables: The Grantee will perform project management related to *Effluent Disposal Pond Apple Site Repairs*, to include field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$20,000	01/30/2023	08/31/2025
2	Bidding and Contractor Selection	Contractual Services	$5,000	01/30/2023	10/31/2025
3	Construction	Contractual Services	$218,000	01/30/2023	05/31/2027
4	Project Management	Contractual Services	$10,000	01/30/2023	05/31/2027
		Total:	$253,000		

Note that, per Section 8.h. of Attachment 1 of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.114	Hurricane Stormwater and Wastewater Assistance	$253,000.00	140123
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$253,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A-1
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Effluent Disposal Pond Apple Site Repairs**
Agreement Number: **HA034**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Sanibel** Entity Type: **Local Government**

Grantee Address: **800 Dunlop Road, Sanibel, Florida 33957** FEID: **59-1568877** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **April 30, 2025**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Lat/Long: (26.4458, -82.0458)**

Project Description: **The Grantee will stabilize approximately 2,121 LF of pond shoreline to repair the erosion that occurred during Hurricane Ian's storm surge.**

5. Total Amount of Funding: **$ 253,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐ Federal	**Hurr SW/WW, Section 12 SB 4A, FY 22-23, GR**	$ **253,000.00**
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **253,000.00**

6. Department's Grant Manager
Name: **Kyleigh Revis** or successor
Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000
Phone: **850-245-2198**
Email: **Kyleigh.Revis@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Oisin Dolley** or successor
Address: **750 Dunlop Road**
Sanibel, FL 33957
Phone: **239-472-6397**
Email: **Oisin.dolley@mysanibel.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Sanibel **GRANTEE**

By _____ 09/11/2023
(Authorized Signature) Date Signed

Dana Souza, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ Digitally signed by Angela Knecht Date: 2023.09.25 14:36:43 -04'00'
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

Approved as to form:

DWRA Additional Signatures

Kyleigh Revis

Digitally signed by Kyleigh Revis
Date: 2023.09.21 15:47:57 -04'00'

Kyleigh Revis, DEP Grant Manager

Mitch Holmes

Digitally signed by Mitch Holmes
Date: 2023.09.25 13:20:25 -04'00'

Mitch Holmes, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

28. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. HA034

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Effluent Disposal Pond Apple Site Repairs. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on January 30, 2023 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement with the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Effluent Disposal Pond Apple Site Repairs

PROJECT LOCATION: The Project will be located in the City of Sanibel within Lee County; Lat/Long (26.4458, -82.0458).

PROJECT BACKGROUND: Due to the storm surges caused during Hurricane Ian, sections of the effluent disposal ponds at the Pond Apple Site collapsed. The effluent disposal ponds are a critical component to the City of Sanibel's (Grantee) wastewater system and without rehabilitation the Wastewater Treatment Facility is at risk of failure.

PROJECT DESCRIPTION: The Grantee will stabilize approximately 2,121 Linear Feet (LF) of pond shoreline to repair the erosion that occurred during Hurricane Ian's storm surge. Once stabilized vegetation will be planted to reduce the risk of future collapse.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement or match documentation no more frequently than monthly.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of the rehabilitations to the effluent disposal ponds and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the effluent pond restorations.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Construction

Deliverables: The Grantee will construct the rehabilitations to the effluent ponds in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	$20,000	01/30/2023	01/30/2024
2	Bidding and Contractor Selection	Contractual Services	$5,000	01/30/2023	04/30/2024
3	Construction	Contractual Services	$218,000	01/30/2023	11/30/2024
4	Project Management	Contractual Services	$10,000	01/30/2023	11/30/2024
		Total:	$253,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2022-2023	37.114	Hurricane Stormwater and Wastewater Assistance	$253,000	140123
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$253,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	HA034
Project Title:	Effluent Disposal Pond Apple Site Repairs
Grantee Name:	City of Sanibel
Grantee's Grant Manager:	Oisin Dolley
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 2: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 3: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 4: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 5: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Completion Status for Tasks

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____

Signature of Grantee's Grant Manager
(*Original Ink or Digital Timestamp*)

Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

City of Sanibel

800 Dunlop Road
Sanibel, FL 33957

Meeting Minutes - Draft
City Council

Tuesday, May 5, 2026 | **9:00 AM** | **MacKenzie Hall - 800 Dunlop Road**

1. CALL TO ORDER

The meeting convened at 9:00 a.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE (Mayor Miller)

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

3. ROLL CALL

Present: 5 - Mayor Mike Miller, Vice Mayor John Henshaw, Councilmember Laura DeBruce, Councilmember Richard Johnson, and Councilmember Holly Smith

4. SET THE AGENDA

The agenda was set as published.

5. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Jason Halliburton, Sanibel Resident, addressed the Council regarding support for the Sanibel School, noting concerns over social media comments questioning the school's importance amid Lee County school budget cuts. He encouraged all residents and businesses to actively support the school and its fundraising organizations, including the PTA and Sanibel School Fund.

Vice Mayor Henshaw offered a statement of clarification regarding comments he made at the prior meeting referencing a nationally organized political demonstration on Sanibel. He stated he did not intend to identify or single out local organizers or attendees, and that his remarks reflected personal disappointment at divisive political activity on the island rather than any opposition to the right to free speech or protest. He affirmed his nonpartisan commitment and apologized if his remarks caused offense.

Mayor Miller echoed Council's unified support for the Sanibel School.

City Manager Souza introduced new Deputy Planning Director Gabriel Quintas. Mr. Quintas provided a brief introduction, expressing appreciation for the opportunity.

6. PRESENTATION(S)

a. Proclamation declaring May 6, 2026 as Sergeant Anthony Neri Day on Sanibel

Mayor Miller read a proclamation honoring Sergeant Anthony Neri, who passed away during a training exercise on May 6, 2019, after nearly seven years of service with the Sanibel Police Department. The proclamation recognized his sacrifice and service to the community. Police Chief William Dalton expressed gratitude on behalf of the department and indicated he would deliver the proclamation to Sergeant Neri's wife.

b. Lee County Bar Association Law Day and Officer of the Year Proclamation

Mayor Miller read a proclamation recognizing Law Week and honoring Officer Christofer Chiappy of the Sanibel Police Department, who was named Lee County Law Enforcement Officer of the Year on May 1, 2026. The proclamation highlighted Officer Chiappy's career progression from part-time police aide to sworn officer and his consistent recognition by residents and visitors for professionalism and compassion. Chief Dalton publicly thanked Officer Chiappy for his dedication and flexibility during periods of staffing shortage.

c. Proclamation recognizing the week of May 3, 2026 through May 9, 2026 as the 57th Annual Professional Municipal Clerks Week

Mayor Miller read a proclamation honoring the week of May 3-9, 2026 as Professional Municipal Clerks Week, recognizing City Clerk Scotty Lynn Kelly, Florida Certified and Master Municipal Clerk, and Deputy Clerk Anna Hicks, Certified Municipal Clerk.

d. Proclamation declaring the week of May 15-21, 2026 as National Public Works Week

Mayor Miller read a proclamation designating May 15-21, 2026 as National Public Works Week. Public Works Director Fred Mittl accepted on behalf of his department.

e. Proclamation declaring May 2026 as National Cities, Towns, and Villages Month

Mayor Miller read a proclamation celebrating National Cities, Towns, and Villages Month in conjunction with the National League of Cities' centennial anniversary. Councilmember Smith, serving as President of the Florida League of Cities and a board member of the National League of Cities, accepted the proclamation and remarked on the importance of local government representation at the state and national levels, emphasizing nonpartisan advocacy and the value of intergovernmental relationships.

f. Presentation of the Fiscal Year 2025 Annual Comprehensive Financial Report (ACFR) Prepared by the Finance Department and Audited by CliftonLarsonAllen LLP. Presentation by Steve C. Chaipel,

Deputy City Manager/CFO with Chris Kessler and Rob Willems of CliftonLarsonAllen LLP

Deputy City Manager/CFO Steve Chaipel presented the Fiscal Year 2025 Annual Comprehensive Financial Report (ACFR). He highlighted that the city's total net position reached approximately $116 million, one of the highest figures since incorporation, driven in large part by recognition of Hurricane Ian-related grant revenues. He noted that the general fund financial statements reflect a near-term focus and that approximately $18.5 million in grant revenues were classified as "unavailable" under fund accounting rules due to the 60-day cash receipt requirement, and would likely be recognized in FY 2026.

Mr. Chaipel also discussed a prior period adjustment of $94,000 in the transportation capital projects fund resulting from a revenue recognition error in FY 2024, and noted the adoption of new GASB standard No. 101 governing compensated absences, which required greater analysis of historical sick leave usage trends. He reported that approximately $23 million in combined federal and state grant activity flowed through the city in FY 2025, and that this volume is expected to grow in FY 2026 due to CDBG-DR pass-through activity for the fire district, FISH, and the new police station project.

Chris Kessler of CliftonLarsonAllen (CLA) presented the audit results. The city received unmodified (clean) audit opinions on both the financial statements and the federal single audit. However, one material weakness was identified related to audit adjustments in the financial statements, and one significant deficiency was noted in the single audit related to grant reporting. Mr. Kessler clarified that the distinction between a material weakness and a significant deficiency relates primarily to the dollar threshold of impact.

Council discussion focused on the implications of the material weakness, the city's role as a subrecipient for CDBG-DR grants flowing to the fire district and FISH, and the risk of a third consecutive year with a similar finding. Councilmember Smith raised concern about the potential consequences of a third-year recurrence and the responsibility the city bears for the compliance of its sub-recipients. Chaipel confirmed that a written Grants Management Policy (Administrative Policy 26-001) was implemented effective May 1, 2026, establishing clear roles, responsibilities, and reporting deadlines to address the finding. City Manager Souza credited the full staff effort and noted the policy establishes firm expectations for timely reporting, including disciplinary provisions. Mr. Kessler confirmed that the corrective action plan was sufficient and that compliance with the new policy would be expected to resolve the finding.

Vice Mayor Henshaw and Councilmember Johnson commended the finance team and expressed confidence in the new policy. Mr. Chaipel noted the city's goal is to return to presenting the ACFR at the March Council meeting and filing with the GFOA by

March 31st annually. He also acknowledged that FY 2025 marked the 40th consecutive year the city received the GFOA Certificate of Achievement for Excellence in Financial Reporting.

g. Emergency Operations Plan Executive Summary Presentation

Chief Dalton introduced Andrew Forcucci, Vice President of Planning and Analysis for the Olson Group, who presented an executive summary of the city's newly rewritten Emergency Operations Plan (EOP). The prior EOP dated from 2019, and the update was necessitated by changes in federal guidance, the COVID-19 pandemic, Hurricane Ian, and organizational changes within the city.

Forcucci explained that the updated plan moves from an emergency support function (ESF) framework to a functionally based organization aligned with the newest FEMA Comprehensive Preparedness Guide (CPG 101, Version 3.1, updated May 2025). The plan includes five annexes covering action planning, prevention and mitigation, preparedness, response, and recovery, along with job action sheets tailored to each city department. It incorporates updated census and seasonal population data, transportation dependencies, access and functional needs (AFN/TAFN) planning, and lessons learned from Hurricane Ian. A new Police Department Operations Center activation framework was also memorialized in the plan, establishing tiered activation levels mirroring Lee County.

City Manager Souza noted that while the executive summary was being made public, the full plan and annexes would be reviewed by the City Attorney for potential redactions before release, with the preparedness annex specifically recommended for public distribution. Council discussion included questions on coordination with the Sanibel Fire District (which maintains its own plan), the Lee County Sheriff, and partner agencies such as LCEC, the school district, FISH, and others. Chief Dalton described the annual Hurricane Partners Meeting, which brings together approximately 40 partner entities to align communication and coordination protocols. Tabletop exercises are being developed by staff for later in the year.

Councilmember Smith emphasized the value of having a publicly facing document, and noted the importance of making the mandatory evacuation decision in a timely manner, referencing the challenges experienced during Hurricane Ian.

Public Comments:
- Lyman Welch - Sanibel Resident - commended the transparency effort and expressed particular appreciation for the inclusion of school safety preparedness.

City Manager Souza acknowledged that the city's expanded PIO capacity and improved coordination with the county have strengthened pre-storm messaging.

Vice Mayor Henshaw moved, seconded by Councilmember Smith, to accept the Emergency Operations Plan Executive Summary as presented. The motion carried.

7. 9:05 AM - SECOND READING AND PUBLIC HEARING

a. Vegetation - Chapter 122

ORDINANCE 26-006 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES SUBPART B LAND DEVELOPMENT CODE, 122, VEGETATION, ARTICLE II, LANDSCAPING, DIVISION 2, COMMERCIAL AND INSTITUTIONAL USES, SECTION 122-49, TYPES, VARIETIES AND NUMBERS OF PLANTS REQUIRED, SECTION 122-50, INSTALLATION STANDARDS, AND SECTION 122-51, MAINTENANCE STANDARDS, TO REVISE THE VEGETATION BUFFER STANDARDS FOR COMMERCIAL AND INSTITUTIONAL USES, FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Attorney Agnew read into record the title of Ordinance 26-006. Environmental Biologist, Dana Dettmar, provided a summary of what minor changes were made to the ordinance. Ms. Dettmar confirmed that the only change from the first reading was the addition of clarifying language in Section 122-49(f) to address situations where site constraints prevent a vegetation buffer from meeting standard depth requirements. No public comments were received.

Councilmember DeBruce moved, seconded by Councilmember Johnson, to adopt Ordinance 26-006 as presented. The motion carried.

b. Remove Obsolete Prohibition of Flat Roofs for Multifamily Buildings (PC Res 26-07)

ORDINANCE 26-008 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES SUBPART B LAND DEVELOPMENT CODE, CHAPTER 86, DEVELOPMENT STANDARDS, ARTICLE III, RESIDENTIAL, DIVISION 3, UNIFIED RESIDENTIAL HOUSING (CLUSTER HOUSING) AND MULTIFAMILY HOUSING, SUBDIVISION III, MULTIFAMILY HOUSING, SECTION 86-164, LIMITATIONS ON PRINCIPAL BUILDINGS, FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Attorney Agnew read into record the title of Ordinance 26-008. Planning Director Paula McMichael briefly described the ordinance as a straightforward amendment removing an outdated prohibition on flat roofs for multifamily buildings, making the code internally consistent with architectural standards adopted the prior year. No public comments were received.

Councilmember Smith moved, seconded by Vice Mayor Henshaw, to adopt Ordinance 26-008 as

presented. The motion carried.

c. Gasoline-Powered Leaf Blowers

ORDINANCE 26-010 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES, BY DELETING IN ITS ENTIRETY CHAPTER 30, ENVIRONMENT, ARTICLE III, NOISE, SECTION 30-70, GAS POWERED LEAF BLOWERS, TO COMPLY WITH CHAPTER 2026-3, LAWS OF FLORIDA; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Attorney Agnew read into record the title of Ordinance 26-010. Mayor Miller noted that this ordinance was necessitated by the Florida Legislature's passage of Senate Bill 290, which preempts local governments from enforcing any prohibition on gas-powered leaf blowers. Councilmember Johnson expressed regret that the community-driven restriction was being removed. No public comments were received.

Councilmember Smith moved, seconded by Councilmember Johnson, to adopt Ordinance 26-010 as presented. The motion carried.

8. DISCUSSIONS OF DRAFT LEGISLATION

a. Limited exception for height, elevating existing structure

DISCUSSION ONLY - DRAFT ORDINANCE 26-009 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES SUBPART B LAND DEVELOPMENT CODE, CHAPTER 126, ZONING, ARTICLE V, NONCONFORMANCES DIVISION 3, STRUCTURES, SECTION 126-172, (NONCONFORMING STRUCTURES) IMPROVEMENT, RECONSTRUCTION, OR RELOCATION PROHIBITED; EXCEPTIONS; AND DIVISION 5, STANDARDS FOR BUILDING-BACK (RECONSTRUCTION) OF STRUCTURES SUBSTANTIALLY DAMAGED BY A NATURAL DISASTER, SECTION 126-212, NONCONFORMING STRUCTURES, TO ALLOW A LIMITED EXCEPTION TO HEIGHT LIMITATIONS FOR ELEVATION OF EXISTING STRUCTURES; FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Planning Director McMichael presented Draft Ordinance 26-009, which extends a previously adopted allowance permitting substantially damaged nonconforming structures to be elevated up to 10 feet above grade without regard to height limitations to also cover nonconforming structures that are voluntarily elevating for flood resilience but have not met the substantial damage threshold.

Two staff-proposed refinements were discussed: expanding the grade reference to

include "highest adjacent grade" in addition to "predevelopment grade," so that homeowners lacking historical grade records have an alternative reference point; and replacing the word "proportionately" in the height exception language with the phrase "as a result thereof" to more accurately describe the relationship between elevation and any resulting height exceedance. Mayor Miller and City Attorney Agnew both supported the language change, and Councilmember Smith confirmed the amendment would appear in both applicable code sections. Council was also assured that existing requirements for on-site stormwater retention would still apply even when a structure is elevated.

Councilmember Johnson moved, seconded by Councilmember DeBruce, to move Ordinance 26-009 to first reading. The motion carried.

The meeting recessed at 11:53 a.m. and reconvened at 12:05 p.m.

b. Speed Limits

DISCUSSION ONLY - DRAFT ORDINANCE 26-011 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 66, TRAFFIC, ARTICLE III, SPEED LIMITS, DIVISION 1, GENERALLY, SECTION 66-121, THIRTY-FIVE MILE PER HOUR SPEED LIMIT, DELETING SECTION 66-122, BRIDGE AT BUELL CREEK; SPEED LIMIT AND RENUMBERING SUBSEQUENT SECTIONS; TO SPECIFY SPEED LIMITS ON PUBLICLY OWNED ROADWAYS WITHIN THE CITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

City Manager Souza presented a reorganized version of Draft Ordinance 26-011 governing speed limits on city roadways. The presentation was structured section by section, consistent with Council's direction to codify all speed limit changes by ordinance, ensuring public comment opportunities for any future modifications.

Section 66-121(A) - General unlawfulness provision: Council accepted the language establishing that exceeding posted speed limits is unlawful. Councilmember Smith suggested adding explicit language that speed limits will be enforced; City Manager Souza agreed to incorporate language that preserves officer discretion while reflecting that commitment.

Section 66-121(B) - 35 mph maximum: No objection. Council agreed that 35 mph shall remain the maximum lawful speed on city roadways.

Sections 66-121(C) and (D) - Sanibel-Captiva Road: Following substantial discussion, Council reached consensus by a majority to leave the speed limit on the entire length of Sanibel-Captiva Road at 35 mph, declining to reduce the contested stretch between Rabbit Road and the school zone to 30 mph. Councilmembers DeBruce and Johnson both cited observations that the Slow Down Sanibel campaign and increased enforcement presence had already improved compliance on that

corridor. Councilmember Smith favored island-wide consistency. Vice Mayor Henshaw, while noting wildlife mortality concerns, deferred to those who travel the corridor more frequently and agreed to monitor outcomes. Council also discussed wildlife strike data with Natural Resources Coordinator Rachel Rainbolt, who confirmed that new corridor signage had been installed by Public Works and that a wildlife mortality dashboard was being developed for public access. A year-over-year comparative analysis was discussed as the most meaningful metric, with a target update presentation in November.

Section 66-121(D2) - Periwinkle Way (Causeway Blvd. to Tarpon Bay Road) and Palm Ridge Road: Council reached a 3-2 consensus to reduce the speed limit on this stretch of Periwinkle Way, including Palm Ridge Road, from 35 mph to 30 mph. Vice Mayor Henshaw, Councilmember DeBruce, and Mayor Miller favored the change, citing pedestrian activity, commercial access turning movements, the commercial character of the corridor, and the existing 30 mph speed on the causeway approach. Councilmembers Smith and Johnson did not find a 5 mph reduction compelling given existing traffic conditions.

Section 66-121(E) - East Periwinkle Way (Causeway Blvd. to Lighthouse Beach Park): Council discussed three options. Option 1 (reducing the entire stretch to 25 mph) was eliminated by consensus as unreasonable. Council settled on a modified version of Option 2, establishing 25 mph from Causeway Boulevard to a point east of the intersection at North Yachtsman Drive (consistent with the engineering design speed of the new East Periwinkle Way bridge), with the remainder of East Periwinkle at 30 mph until the existing 30 mph and 20 mph zones near the park. City Manager Souza noted that Skiff Place would be evaluated as a specific eastern terminus of the 25 mph zone when the ordinance is redrafted. Vice Mayor Henshaw cited safety concerns at the North Yachtsman crossing and the marina area as justification for the extension beyond Anchor Drive.

Section 66-121(F) - Sub-development roads (The Dunes, The Sanctuary): Existing approved speed limits were carried forward without discussion.

Section 66-121(G) - Bridge at Bay Drive/Buell Creek: Existing 10 mph limit retained.

Section 66-121(H) - All other public roads: Confirmed at 30 mph as the default, consistent with existing posted signage island-wide.

Section 66-121(I) - City Manager discretionary authority: This provision drew the most Council discussion. As drafted, it authorized the City Manager to designate reduced speed limits on specific sections of roadway - including curves, culverts, and bridges - and to post advisory, temporary, or permanent signage.

Public Comments:
- Lyman Welch, Sanibel Resident, supported leaving Sanibel-Captiva Road at 35 mph and opposed Section I as drafted insofar as it permitted permanent changes without public input.
- Mitch Koppelman, on behalf of the Committee of the Islands, expressed support for the overall ordinance direction and suggested adding "specific and limited" to the language in Section I and clarifying that emergency or natural-disaster conditions would be among the "other conditions" qualifying for manager discretion, with any change beyond 30 days returning to Council.

Councilmember Smith and public commenters expressed concern that the language was too broad and could allow permanent speed limit changes without Council or public input. Councilmember DeBruce and Vice Mayor Henshaw expressed general support for the operational flexibility but acknowledged the need for refinement. Councilmember Johnson suggested striking the word "permanent" to limit the manager's unilateral authority to temporary or advisory designations, with permanent changes returning to Council. Mayor Miller suggested a notification requirement whereby Council would be advised within 30 days of any manager-initiated change. City Manager Souza confirmed that codifying specific known locations such as Legion's Curve would also be explored. Council directed staff to rework this section and bring it back as part of a future discussion, not a first reading.

City Manager Souza confirmed sufficient direction to proceed with redrafting the ordinance for a future discussion session.

9. FIRST READING OF AN ORDINANCE AND SCHEDULING OF PUBLIC HEARING

a. Limited exception for height, elevating existing structure (PC Res 26-08)

FIRST READING - ORDINANCE 26-009 ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES SUBPART B LAND DEVELOPMENT CODE, CHAPTER 126, ZONING, ARTICLE V, NONCONFORMANCES DIVISION 3, STRUCTURES, SECTION 126-172, (NONCONFORMING STRUCTURES) IMPROVEMENT, RECONSTRUCTION, OR RELOCATION PROHIBITED; EXCEPTIONS; AND DIVISION 5, STANDARDS FOR BUILDING-BACK (RECONSTRUCTION) OF STRUCTURES SUBSTANTIALLY DAMAGED BY A NATURAL DISASTER, SECTION 126-212, NONCONFORMING STRUCTURES, TO ALLOW A LIMITED EXCEPTION TO HEIGHT LIMITATIONS FOR ELEVATION OF EXISTING STRUCTURES; FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Attorney Agnew read into record the title of Ordinance 26-009.

Second reading and public hearing scheduled for 9:05 a.m., Tuesday, June 2, 2026.

10. COUNCIL COMMENTS

Council members deferred individual comments to Item 15, General Council Discussion, in the interest of time.

11. COMMITTEES BOARDS COMMISSION

a. National Flood Insurance Program (NFIP) Program for Public Information (PPI) Local Liaison Appointment

RESOLUTION 26-015 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, APPOINTING A SANIBEL RESIDENT AND THE CITY OF SANIBEL BUILDING DIRECTOR TO SERVE ON THE LEE COUNTY MULTIJURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION (PPI) COMMITTEE; AND PROVIDING AN EFFECTIVE DATE **(Applicants listed alphabetically by last name)**

Building Official Craig Mole presented Resolution 26-015, explaining that the city's voluntary participation in FEMA's Community Rating System (CRS) requires a local resident representative on the Lee County Multi-Jurisdictional Program for Public Information (PPI) Committee. Participation in this activity earns up to 350 points toward the city's CRS rating, which directly benefits residents through flood insurance premium discounts. Three candidates applied. City Manager Souza passed out ballots (to be added to the record following the meeting). City Attorney Agnew read the title of Resolution 26-015 and tallied the votes. Mr. Agnew advised Jason Cohen received four votes and Teresa Russell received one vote (cast by Vice Mayor Henshaw). Council members praised all three candidates.

Councilmember Smith moved, seconded by Councilmember Johnson, to adopt Resolution 26-015 appointing Jason Cohen. The motion carried.

12. OLD BUSINESS

b. Fiscal Year 2027 Budget Discussion:

i. Strategic Goals

City Manager Souza presented the existing City Council strategic goals for annual review. Council members expressed general satisfaction with the current goals and their priority ordering, noting the city remains in a recovery posture. Council directed the City Manager to propose revised language under the Quality of Life goal to incorporate the concept of developing a community gathering place, reflecting ongoing discussions around a town center or civic space. Vice Mayor Henshaw suggested the language also address amenities and quality of life programming. City Manager Souza noted that work on SMART goals and KPIs tied to a public-facing dashboard is underway with Hammerhead Technologies, and that a town center discussion is

planned for June 16, 2026. Staff will return with revised goal language at the next meeting.

Councilmember Smith stepped out of the meeting at 1:44 p.m. and returned at 1:46 p.m.

a. E-bike Registration Program

Recreation Director Andrea Miller presented a draft E-bike Registration Policy developed in response to Council's March direction to bring forward a registration framework rather than advance the draft ordinance expanding shared use path access to Class 2 and 3 e-bikes. The draft policy would require all e-bikes operated on the city's shared use paths to display a color-coded annual registration decal indicating their class. Class 1 registration would be open to all users; Class 2 and 3 registration would be limited to residents and on-island employees. A proposed fee of $10 across all classes was included.

Council discussion raised several substantive concerns. Councilmember Smith argued that requiring Class 1 registration - already lawful on the path - would be overly burdensome and difficult to enforce, citing the analogy of dog license compliance (158 licenses issued for a far larger dog population). She supported Class 2 and 3 registration to legitimize access for residents and employees but opposed any fee. Mayor Miller acknowledged the practical difficulty of Class 1 inclusion but saw value in the code of conduct acknowledgment and marginal safety benefit. Vice Mayor Henshaw supported registering all classes for residents and businesses to simplify enforcement, while recognizing enforcement challenges. Councilmembers DeBruce and Johnson expressed alignment with limiting the program to Class 2 and 3 bikes for residents and employees, and hesitation regarding a fee given the unknown administrative cost.

Chief Dalton was candid about enforcement limitations, noting that rangers are already encountering hostile resistance from some users, particularly older residents who feel the program is unnecessary. He could not guarantee success but committed to best efforts. City Manager Souza explained that the rationale for including Class 1 in the registration system was to give rangers a visible means of identifying lawfully registered bikes on the path, as without it, they cannot readily distinguish classes. Council acknowledged that challenge but the majority concluded that the practical and political barriers to Class 1 registration outweighed the benefit.

Council also acknowledged that Senate Bill 382, which would introduce new statewide rules for e-bike safety on shared use paths, had been sent to the Governor and, if signed, would require policy adjustments.

By majority consensus, Council directed staff to bring back a revised program

focused on Class 2 and 3 registration for residents and on-island employees only, with no registration fee, for further discussion.

c. Approval of a contract with Marolf Environmental, Inc. in the amount of $2,325,808.04 for the Post Hurricane Ian Lift Station Control Panel and Platform Improvements - Phase 1 project and authorize the City Manager to execute the contract

Deputy Utilities Director Jason Goodrich presented the recommended contract award for Phase 1 of the post-Hurricane Ian Lift Station Control Panel and Platform Improvements project. Five bids were received following public advertisement; Marolf Environmental, Inc. submitted the low bid of $2,325,808.04, with no exceptions, and demonstrated relevant project experience. The project will utilize previously approved grant-funded control panels to elevate the first 10 lift stations above the 500-year flood elevation. The city has approximately 135 lift stations in total requiring attention; prioritization is based on public health risk, service area impact, and current condition. Councilmember Johnson inquired about the broader program scope and funding strategy. Mr. Goodrich confirmed that panels for the next 30 sites are already being procured and that FEMA funding is being pursued for additional phases. Vice Mayor Henshaw raised the question of aesthetic screening for elevated control panels; City Manager Souza indicated that screening would need to be funded separately and would require coordination with operations staff.

Councilmember Smith moved, seconded by Councilmember DeBruce, to approve a contract with Marolf Environmental, Inc. in the amount of $2,325,808.04 for the Post Hurricane Ian Lift Station Control Panel and Platform Improvements - Phase 1 project and authorize the City Manager to execute the contract. The motion carried.

d. Council Liaison Discussion and Appointments

Council reviewed and confirmed liaison assignments for all boards, committees, and external organizations. Notable changes included: Councilmember Johnson assuming the primary liaison role for the Community Housing Resources (CHR) Board with Councilmember DeBruce as alternate (swapping prior roles); Councilmember DeBruce added as alternate for the Lee County School District liaison (Councilmember Smith remaining primary); and Councilmember Smith added as alternate for the Historical Museum and Village (Vice Mayor Henshaw continuing as primary). All other assignments were continued as previously held. Policy committee assignments for the Florida League of Cities were deferred to a later date when the application period opens. City Clerk Kelly confirmed the complete list of assignments on the record. City Manager Souza advised the list would come back at the next meeting as a consent item for formal acceptance.

13. CONSENT AGENDA

CONSENT ITEMS PULLED FOR DISCUSSION

Consent Agenda Item 13(b), Adoption of Minutes, was pulled by Councilmember

DeBruce for a minor language correction.

ADOPTION OF RESOLUTIONS

a. RESOLUTION 26-017 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, APPROVING BUDGET AMENDMENT 2026-004 TO ADJUST THE BEGINNING AND ENDING FUND BALANCES AND PROVIDING AN EFFECTIVE DATE

Attorney Agnew read into record the title of Resolution 26-017.

Councilmember Smith moved, seconded by Councilmember Johnson, to adopt Resolution 26-017 as presented. The motion carried.

BUSINESS ITEMS

b. Adoption of Minutes

Councilmember DeBruce requested a revision to the March 17, 2026 meeting minutes on page 4, changing the phrase "align with the Sanibel Plan in order to have the project approved" to read "bring the project closer to aligning with the Sanibel Plan in order to have the project approved," to more accurately reflect the substance of Council's discussion regarding the CHR ordinance conditions.

Councilmember DeBruce moved, seconded by Councilmember Smith, to adopt the March 17, 2026 meeting minutes as amended. The motion carried.

c. St. Michael & All Angels Episcopal Church request for City of Sanibel co-sponsorship of the annual Love Sanibel Back event and to waive costs associated with Police and Recreation staffing services

Councilmember Smith moved, seconded by Councilmember Johnson, to approve the St. Michael & All Angels Episcopal Church request for City co-sponsorship of the annual Love Sanibel Back event and waiver of Police and Recreation staffing costs. The motion carried.

14. INFORMATIONAL ITEMS

a. Water Quality Report from Natural Resources Department

b. Finance Department Reports
i. Causeway Counts
ii. Grants Report

No items were pulled for discussion.

15. GENERAL COUNCIL DISCUSSION

Councilmember DeBruce congratulated the Sanibel School Fund on its successful casino night and golf tournament fundraiser held over the weekend, noting strong community turnout.

Councilmember Johnson acknowledged Mayor Miller's invocation and commended its appropriateness. He also urged Council members to remain mindful of the city manager's and staff's capacity, noting that while City Manager Souza consistently responds affirmatively to requests, Council should be attentive to workload implications and willing to ask what should be deprioritized when new items are added. Councilmember Smith echoed this sentiment.

Councilmember Smith provided several updates: she commended Police Chief Dalton and the Lee County Bar Association law luncheon; noted that Governor DeSantis was present in the area for bill signings related to school legislation, providing an opportunity to speak with Superintendent Carlin about Lee County school budget pressures; recognized Tom Mueller's United Way champion award; congratulated Congress Jewelers on receiving a Gulf Shore Life best jeweler award; advised that she will travel to Washington, D.C. twice in June in connection with ongoing FEMA-related advocacy; acknowledged the difficult news regarding the anticipated departure of Sanibel School Principal Lusk; and provided a legislative update noting that the state budget special session is scheduled for May 12-29, with a potential subsequent special session on tax reform. She also updated Council on TDC funding, noting that beach park operations ($2,120,000) and monitoring ($50,000) were approved, but a shared use path funding request was not advanced due to an oversubscribed nature center category and questions about appropriate use of TDC funds. She offered closing congratulations to City Clerk Kelly on Professional Municipal Clerks Week and recognized the professional development of city staff across departments.

Vice Mayor Henshaw announced that on June 7, 2026, Team Sanibel - a group of 15 participants including members of the Sanibel Police Department, Sanibel Fire and Rescue, City Manager's Office, and community members - will travel to New York to participate in the Tunnel to Towers Foundation Tower Climb, ascending 104 stories of One World Trade Center in honor of fallen first responders and to raise funds for programs benefiting gold star families and injured veterans. Team participants include Chief Dalton, Sergeant Matt Kosola, Officer Chris Chiappy, CFO Steve Chaipel, City Attorney John Agnew, PIO Eric Jackson, Fire Chief Barbeau, and others. Vice Mayor Henshaw noted the team has raised over $48,000 and ranks third nationally. Donations can be made at nyctowerclimb.t2t.org/teamSanibel2026.

Mayor Miller announced that the annual Ride of Silence will take place on Wednesday, May 20, 2026, at 6:30 PM, beginning at the Sanibel Community Park. The event commemorates cyclists killed in traffic crashes and requires only a helmet. Mayor Miller noted that Florida leads the nation in bicycle fatalities and that Lee County has experienced three cycling deaths already in 2026. Mayor Miller also announced that the City of Sanibel has been designated as a Trail Town by the

Florida Greenways and Trails Council - the 24th such designation statewide - recognizing the city's relationship to the Florida Gulf Coast Trail, through the efforts of Jim Meyer and PIO Eric Jackson.

a. Future Agenda Items Matrix

No discussion was held on this item.

16. CITY MANAGER'S REPORT

9-11 Program **(Supplement 1)**

Recreation Director Miller presented a proposed two-year program to honor the 25th anniversary of September 11. For 2026, staff proposes selling 2,977 American flags (one for each life lost) beginning at the Fourth of July community event, displaying the flags at Community Park for approximately one week, and holding a community remembrance event on September 11, 2026, potentially in collaboration with the Community House. For 2027, staff proposes bringing the Tunnel to Towers "Never Forget" mobile exhibit to Sanibel over Veterans Day weekend (November 11-14, 2027), including a youth day in partnership with the Sanibel School and other educational groups. The exhibit is scheduled to be in Florida that month, reducing the cost of bringing it to the island. Council expressed unanimous enthusiasm for both proposals. City Manager Souza confirmed that no formal objections were raised and that staff will proceed with securing the 2027 exhibit commitment and finalizing the 2026 event plan.

City Manager Souza also reported that the Sanibel Historical Museum and Village has engaged Elaine Reed, a consultant with prior experience at the Naples historical society, as interim executive director. The board is working to reframe its leadership model from volunteer-driven operations to a policy-focused structure with a professional staff team, and is actively searching for a permanent executive director with a revised compensation framework. City Manager Souza expressed encouragement at the board's renewed energy and direction.

Finally, City Manager Souza confirmed that the June 16, 2026 meeting - previously listed as an "if needed" date - will be needed. A budget workshop is scheduled for 3:00 PM that afternoon. Staff will advise on whether the Council meeting will begin at 9:00 AM or a later time.

17. CITY ATTORNEY'S REPORT

City Attorney Agnew offered three updates. First, he confirmed that all 15 Tunnel to Towers Tower Climb participants are volunteers and that no city funds are being used toward the effort.

Second, he reported that on May 1, 2026 (Law Day), the Sixth District Court of Appeal heard oral argument in the Captiva/South Seas density limit appeal, which concerns whether the 2003 settlement agreement capping South Seas at 912 units remains valid. A decision could take anywhere from one month to over a year.

Third, Attorney Agnew provided a substantive update on the CHR Riverview II project and the city's two CHR-related ordinances (26-004 and 26-005). Following a conference call with Lee County staff, county legal counsel, and CHR representatives, it was communicated that HUD staff had informally indicated that both ordinances - particularly the mandate requiring all future residents to be Sanibel residents, employees, or long-term retired workers - may be inconsistent with the Fair Housing Act and Section 109 of the Housing and Community Development Act due to potential disparate impact concerns. HUD's feedback came from grant-level staff rather than its legal department, and no formal written opinion was issued or expected. Attorney Agnew recommended retaining a private Fair Housing Act specialist (described as the leading authority used by the Florida Commission on Human Relations) to conduct a disparate impact analysis of both ordinances and provide a written opinion. City Manager Souza and Attorney Agnew intend to speak with the attorney this week. If her analysis identifies problems, amendments to the ordinances would be brought before Council - potentially at the June 2026 meeting - prior to submission to the county and HUD. If her analysis is favorable, that opinion would be forwarded to the county for sharing with HUD, though no guarantee exists that HUD would formally respond.

Council discussion acknowledged the compressed timeline for CHR's construction schedule, the possibility of a BOCC-granted deadline extension, and the risk that the city, as CDBG-DR subrecipient, could face repayment obligations if the ordinances are later found to be noncompliant. Councilmember Smith emphasized that the goal is to determine whether the ordinances as passed can lawfully support the project, and that both Council and staff remain committed to ensuring compliance.

18. PUBLIC COMMENT

Public Comments:

- Mitch Koppelman - Sanibel Resident - addressed the Council in recognition of World Pulmonary Hypertension Day, sharing that the disease has personally affected his family and that he will assume chairmanship of the Pulmonary Hypertension Association board next month.
- Arlene Dillon - Vice President of Tradewinds HOA - appreciation for those participating in the Tunnel to Towers climb, and asked Council not to forget a prior discussion regarding the use of remaining loan funds to assist the Tradewinds neighborhood with its longstanding water project, noting the issue has not appeared on recent agendas.

Councilmember Johnson spoke to the Islands Night event on Friday, May 8th, encouraging community involvement.

19. ADJOURNMENT

There being no further business, the meeting adjourned at 4:04 p.m.

Future City Council Agenda Items							
	Topic	Requested By	Date	Council Consensus	Council Meeting Date Targeted	Notes	Action Status
1	Adding on-road bike lanes.	J. Henshaw	9/9/2024 and 5/6/2025		TBD	Consideration of on-road bike lanes as part of the Transportation Master Plan to include review of lane width (11'), one-way on road bike lane (shoulder).	To be studied as part of the Transportation Master Plan which began 8/ 2025.
2	Tradewinds subdevelopment. Funding for drainage improvements. Explore lower cost alternative.	M. Miller	5/6/2025 & 6/2/2026		TBD	Consider using loan funds (Library Way property) for this project. Not funded in FY27 State budget.	Staff reviewing alternative approaches.
3	Voluntary elevation allowances and angle of light considerations	M. Miller & L. DeBruce	11/4/2025	Yes	TBD	Discussion to include what code changes are needed to accommodate home elevations (businesses?) that are conforming & nonconforming. To include angle of light discussion.	
4	Coyote Depredation of Sea Turtle Nests	City Council	2/3/2026	Yes	7/21/2026	Schedule public workshop followed by a Special City Council meeting once the Coyote Working Group collects questions/management options from City Councilmembers.	Received questions/comments from City Councilmembers. Drafting responses and preparing full report.
5	Town Center history and discussion of expanding Town Center District(s) to include other parcels	H. Smith	10/7/2025	Yes	7/21/2026	Discussed with Vice Mayor	
6	Creation of a City Center	J. Henshaw	3/3/2026	Yes	7/21/2026	Possibly combine with Town Center Discussion	
7	Coyote Population Study	L. DeBruce	3/3/2026	Yes	7/21/2026	Update cost to complete a study of the coyote population on Sanibel to determine population size, habitat range, etc. Draft scope is from previous study proposals.	Seeking proposal update
8	Sea Turtle Nest Protection Funding	L. DeBruce	3/3/2026	Yes	7/21/2026		Discussing funding needs with NR and SCCF.
9	City Committee Terms	L. DeBruce	3/3/2026	Yes	7/21/2026	Staff has been developing code amendments for the City Council to consider. S.L. Kelly paper	
10	Increase Hours at Recreation Center	M. Miller	3/3/2026	Yes	Budget	Andrea has developed a plan to extend hours for FY27 that will be discussed as an option for City Council to consider during the budget process.	
11	E-Bike Registration Program	J. Henshaw	3/3/2026	Yes	6/2/2026	Present draft program on 5/5/26 with follow-up on 6/2/2026	Draft program drafted.
12	Other recreation uses for code consideration.	R. Johnson	4/21/2026	Yes	TBD	Referred to the Parks/Rec Advisory Committee	Discussed at May 21 PRAC meeting with follow-up scheduled for June 18.
13	Schooll Speed Zone System	L. DeBruce	6/2/2026	Yes	7/21/2026	Present draft program on 5/5/26 with follow-up on 6/2/2026	Draft program drafted.
14	Amending passing zones on roadways.	City Council		Yes	7/21/2026		To be placed on the agenda once speed limit amendments are completed.
dated: 6-8-2026							

Completed Items

	Topic	Requested By	Date	Council Consensus	Council Meeting Date Targeted	Notes
1	Defer Vegetation Buffer Requirement	M. Miller	11/12/2024	Yes	Complete	Approved Resolution 24-074 on 12/2/2024, granting deferment of landscape buffer requirements for commercial and institutional property through 12/31/26 with application and stipulation agreement. Directed staff to review Landscaping Code requirements during the 24-month deferment period .
2	Vacation Rentals - opposed to lessening 28 day minimum outside of the resort housing district.	H. Smith	12/3/2024		Complete	No need for discussion. Council agrees no changes are needed.
3	Review previous City Council action to reduce Building Fee for new construction by 30%.	M. Miller	12/3/2024		Complete	Completed with approval of Ordinance 25-002 on 3/18/2025, amending Building Permit Fees and Resolution 25-003 approving a 30% reduction of Development Permit fees for new development; relocation of existing structures for residential or commercial use, and redevelopment of existing parcels development permit fees until revised.
4	Amendments to Distressed Properties	M. Miller	12/3/2024		Complete	Approved Ordinance 25-004 on 4/1/2025, amending Chapter 126, Division 17 - Distressed Properties by adding overgrown and dead vegetation to Section 126-1314 Maintenance and Security Standards.
5	Joint Council / PC Meeting	H. Smith	1/14/2025		Complete	Joint City Council/Planning Commission meeting was held on 2/26/2025. Additional joint meetings may be scheduled as directed by City Council.
6	Discussion on developmental grade and fill	J. Henshaw	1/14/2025		Complete	Approved Ordinance 25-007, Placement of Fill on 5/6/2025.
7	Review of Ranger Program	H. Smith	2/4/2025		Complete	Completed at 5/6/2025 City Council meeting.
8	Ombudsman discussion.	M. Miller	4/1/2025		Complete	At the 5/6/2025 City Council meeting, City Council approved the City Manager to contract for ombudsman services as needed.
9	Seagull Estates Presentation	M. Miller	12/3/2024		Withdrawn	Presentation City Engineer provided to Seagull Estates

	Topic	Requested By	Date	Council Consensus	Council Meeting Date Targeted	Notes
10	Committee Applicants - Residency	M. Miller	12/3/2024		Withdrawn	To be discussed when Committee review is completed by admin.
11	Sewage Fees - Usage fee -vs- flat fee for residential properties.	J. Henshaw	1/14/2025		Complete	Discussed during FY26 budget briefings.
12	Cost of pumps at weirs.	L. DeBruce	4/1/2025	Yes	Complete	Discussed during FY26 budget workshop and stormwater master plan update adoption meeting. Feasibility study funded in FY26 budget.
13	Wildlife Sign - Vehicular Speed	L. DeBruce	10/21/2025	Yes	Complete	Presentation on wildlife mortality rates delivered 11/4/2025. Sign options to be presented at future City Council meeting.
14	Proposal to study two lanes on causeway departing island	M. Miller	11/12/2024	Yes	Complete	Report presented to the City Council on 12/16/2025.
15	Speed limit signs on Rabbit Road and traffic calming.	L. DeBruce	11/12/2024	Yes	Complete	Council prefers comprehensive island wide approach on signs. And increase awareness of peds and bikes - including San Cap Rd.(DeBruce on 1/14/25). Consultant speed study proposal approved at the 6/3/2025 City Council meeting.
16	Sanibel Pier	J. Henshaw	11/4/2025	Yes	Complete	Include discussion on temporary repairs & procurement, permanent repairs, FEMA funding, park impact fee funding. Working with residents on repair options and fundraising agreement.
17	Short term rental. BTR Data and enforcement.	H. Smith	4/1/2025	Yes	Complete	
18	E-Bike Use on SUP	R. Johnson	11/4/2025	Yes	Complete	Discussion on class 1, 2, & 3 e-bikes.
19	Prohibit Smoking on Beach	R. Johnson	12/16/2025	Yes	Complete	Draft Ordinance similar to Lee County Ordinance that prohibits smoking on beaches.
20	Expand reuse transmission for irrigation	L. DeBruce	5/6/2025		Withdrawn	Alternative to irrigating with potable water.
21	Review Code to provide relief for long-standing non-conforming development.	H. Smith	11/12/2024	Yes	Withdrawn	Example - circular driveway with two drive aprons.
22	Remote Work	H. Smith	4/1/2025		Withdrawn	
23	Vegetation - Chapter 122	L. DeBruce	5/6/2025	Yes	4/21/2026	Staff is developing amendments to Chapter 122 Vegetation, per Resolution 24-074. Review by Planning Commission then to City Council for consideration. Discussion and 1st Reading 4/21/2026

	Topic	Requested By	Date	Council Consensus	Council Meeting Date Targeted	Notes
24	Miniature Golf as a conditional use	H. Smith	3/3/2026	Yes	4/21/2026	Discussed on 4/21/2026 and referred to the PC to develop a section of the Code that allows miniature golf as a conditional use.
25	Dewatering Ordinance Update	M. Miller	12/16/2025	Yes	6/16/2026	2nd Reading of Ordinance 6/16/26
26	E-Bike Registration Program	J. Henshaw	3/3/2026	Yes	6/2/2026	Completed discussion on 6/2/2026. Registration program not approved by the City Council. Continue with allowing only Class 1 e-bikes and increase enforcement for use of Class 2 and 3 e-bikes on the SUP

Updated: 6-8-2026

HORIZON – UPCOMING IMPORTANT DATES

Tuesday	June 16, 2026	City Council Budget Workshop	MacKenzie Hall	3:00 p.m.
Friday	July 3, 2026	City Hall Closed to Observe Independence Day		
Saturday	July 4, 2026	Independence Day		
Tuesday	July 21, 2026	City Council Set Proposed Millage Rate	MacKenzie Hall	9:00 a.m.
Tuesday	August 18, 2026	City Council	MacKenzie Hall	9:00 a.m.
Tuesday	August 18, 2026	City Council Budget Workshop	MacKenzie Hall	5:30 p.m.
Wednesday	September 2, 2026	Victory Over Japan Day		
Monday	September 7, 2026	City Hall Closed to Observe Labor Day		
Friday @ Sunset to Sunday @ Nightfall	September 11 to September 13, 2026	Rosh Hashanah		
Monday	September 14, 2026	City Council	MacKenzie Hall	9:00 a.m.
Monday	September 14, 2026	City Council First Budget Hearing	MacKenzie Hall	5:30 p.m.
Sunday @ Sunset to Monday @ Nightfall	September 20 to September 21, 2026	Yom Kippur		
Monday	September 28, 2026	City Council Final Budget Hearing	Mackenzie Hall	5:30 p.m.
Tuesday	October 6, 2026	City Council	MacKenzie Hall	9:00 a.m.
Monday	October 12, 2026	City Hall Closed to Observe Columbus Day		
Tuesday	October 20, 2026	City Council	MacKenzie Hall	9:00 a.m.
Tuesday	November 3, 2026	City Council	MacKenzie Hall	9:00 a.m.
Wednesday	November 11, 2026	City Hall Closed to Observe Veterans Day		
Thursday & Friday	November 26 & 27, 2026	City Hall Closed to Observe Thanksgiving		
Tuesday	December 1, 2026	City Council	MacKenzie Hall	9:00 a.m.
Friday @ Sunset to Saturday @ Nightfall	December 4 to December 12, 2026	Chanukah		
Monday	December 7, 2026	Pearl Harbor Day		
Friday	December 25, 2026	Christmas Day		

Friday	December 25, 2026	City Hall Closed to Observe Christmas
Friday	January 1, 2027	New Year’s Day
Friday	January 1, 2027	City Hall Closed to Observe New Year’s