

Kathy



**Regular Board Meeting  
of the  
Captiva Erosion Prevention District**

'Tween Waters Inn, Wakefield Room  
15951 Captiva Drive  
Captiva, Florida 33924

Wednesday, June 13, 2012  
12:00 P.M.

**June 13, 2012 CEPD Regular Board Meeting**  
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**Agenda**  
**Regular Meeting of the**  
**Captiva Erosion Prevention District**  
Tween Waters Inn, 15951 Captiva Drive, Captiva, Florida 33924  
June 13, 2012

1. Call to Order
2. Roll Call
3. Approval of May Meeting Minutes
4. Public to be Heard
5. Financial Report
  - a) Month Ending May 31, 2012
  - b) Delinquent Tax Certificates
6. Old Business
  - a) Adoption of Comprehensive Management and Emergency Response Plan
  - b) Legislative and Funding Update
    - o Army Corps of Engineers
    - o Lee County
  - c) Renourishment Project Permit Modifications
    - o Pipeline Corridor
    - o Sand Borrow Area Expansion
    - o Division of Historic Resources
  - d) District Management Consultant Update
    - o Partners in Progress
    - o Other
7. New Business
  - a) Estimate of the Total Assessed Value of Nonexempt Property
  - b) Budget Workshops – June 14<sup>th</sup>, July 10<sup>th</sup> at 1PM
  - c) DEP Grant Agreement 12LE2
8. Report of the Senior Administrator
  - a) TDC Beach and Shoreline Grant Recommendations
  - b) Financial Disclosures Due July 1
  - c) September Tentative and Final Budget Hearings – Sept. 6 and Sept. 20 at 5:01PM.
  - d) E-mail update
9. Public to be Heard
10. Commissioner Comments

*Budget Brief June 29<sup>th</sup>  
after  
K.K.*

*ask Bill Strong about calculation for loan.*

*Keep file on future tasks*

*Workshop for public in the future*

*Aug. see if there are  
Common  
board (work) needs*

## Minutes

### Regular Meeting of the Captiva Erosion Prevention District

Tween Waters Inn, 15951 Captiva Drive, Captiva, Florida 33924

May 9, 2012 @ Noon

Commissioners Present: Jim Boyle (Chair); Doris Holzheimer (Vice Chair); Harry Kaiser (Secretary); Dave Jensen (Treasurer); Mike Mullins (Commissioner)

Staff Present: Kathleen Rooker, CEPD Administrator; JoAnn Paul-Young, CEPD Accountant; John Bralove, CEPD Assistant to the Administrator

**1. Call to Order**

The meeting was called to order by Chairman Boyle at 12:00 noon.

**2. Roll Call**

The roll was called and the results are outlined above.

**3. Approval of April Meeting Minutes**

Mr. Kaiser moved and Ms. Holzheimer seconded a motion to dispense with the reading and approve the minutes as presented from the April 11, 2012 Regular Board Meeting. The motion passed without dissent.

**4. Public to be Heard**

Chairman Boyle called for comments and remarks from the public. Jack Cunningham congratulated the Board and all others who assisted in getting beach nourishment funding from the state, receiving approval by the Lee County Board of County Commissioners on the dredging of Blind Pass, and winning the ASBPA award. The Commissioners thanked Mr. Cunningham and also thanked all those who played a key role.

**5. Financial Report**

Mr. Jensen called the Board's attention to the corrected figures in the budget of \$45,523 under Blind Pass Project on pages 12 and 13 of the Agenda Materials. These pages supersede the electronic version that Board members had received previously. He said that reserves are up from \$382,000 at the beginning of the year to over \$440,000 currently. He also asked Ms. Paul-Young for clarification of some parking lot expenses, which she provided.

**6. Old Business**

**a) Legislative and Funding Update**

Chairman Boyle updated the Commissioners on funding. He reported that state funding had been approved but there was no word from the Army Corps of Engineers regarding federal funding. He said that Steve Keehn was contacted by the Jacksonville Office about two weeks ago with questions they had but there is no indication whether funding will come through.

Regarding the continuing negotiation with Lee County on the new Interlocal Agreement, Chairman Boyle said that CEPD has added two points for the County's consideration:

1. CEPD has proposed an assessment of the County of \$1 million+ in addition to the formula amount. Chairman Boyle stated that CEPD's enabling legislation allows it

to assess the County but there is reluctance on the part of the County to change the formula just for CEPD. The County has asked for economic/apportionment information, which Steve Keehn and Dr. Stronge will provide. Nancy Stroud, Board attorney, will look at the information to ensure it is compatible with CEPD's enabling legislation.

Mr. Mullins asked what the target date was to complete the ILA. Chairman Boyle responded he would like to have a vote on the ILA at CEPD's regular June Board meeting. Mr. Mullins asked when it has to be done, and Chairman Boyle said that it needs to be done by the time the Army Corps is on board. If CEPD does not hear from the COE by June, there is not the urgency to approve the ILA by June's meeting. If CEPD does not hear by the June meeting, he is not sure CEPD will be able to do anything this year and would seek federal funding next year.

2. The County would negotiate with Sanibel to turn over the Turner Beach parking lot on Captiva to CEPD to operate in the same manner as the Hagerup Beach parking lot. Chairman Boyle said County Commissioner Manning, with whom he has been meeting regarding the ILA, has turned this point over to the Division of Parks and Recreation. If this were to happen, based on 25 parking spaces, he estimates it would generate \$100,000 per year in gross revenue with expenses around \$20,000 per year, for a net of \$80,000 per year. Over an 8-year renourishment cycle, it is worth about \$640,000 to the District.

Mr. Mullins again expressed his concern that the June deadline is too soon and CEPD is putting itself in a box before an arrangement can be found that is acceptable to him. He would not like to see the deadline any earlier than is absolutely necessary.

Chairman Boyle returned the discussion back to a June vote on the ILA. He said this assumes that CEPD receives the federal funding and the COE says the project must start by October 2012. Another reason for a June vote is that the Lee County Commissioners (BoCC) is taking off the last week of June and the first three weeks in July. He explained he would like to have the CEPD Commissioners approve the ILA in June so that the BoCC can consider it before they take their vacation break. Otherwise, the earliest CEPD could get a BoCC vote is July 31, and this delay might cause CEPD to be too late to do anything with the COE this year if the CEPD project is reinstated.

Mr. Mullins repeated he thought CEPD was rushing itself to try to do it by June from the terms that he has seen to this point. He said that the only real number CEPD can depend on is the state and federal funding, if CEPD gets federal funding. He said the County formula is an iffy number and the County assessment at \$1 million is more than iffy. He added that although CEPD has the right to assess the County, it may have to go to court to get it. Chairman Boyle explained going to court would not be necessary if the BoCC will sign an interlocal agreement. That is why he is putting into the ILA language that the County acknowledges CEPD has this right to assess the County. He further explained that he sent a draft to Nancy Stroud to make sure that CEPD was covered in this regard. He said that things change and he wants to make sure 3 years from now there is not a problem. Mr. Mullins then asked that if the County were not willing to agree to the assessment clause and put a firm number on their formula, is Mr. Boyle saying he would not recommend CEPD sign the ILA? Chairman Boyle replied that he would indeed not recommend the ILA. He said that his objective remains to get a 50/50 share with the County. He explained that the County's position is that there is a formula they use county-wide for all the beaches and they are not

going to change it just for CEPD. Chairman Boyle further explained that his effort has been to find some way to justify with the County getting more funding for Captiva than the formula provides.

Mr. Mullins said he did not agree with Mr. Boyle's statement that the County will not change because anything can be changed. Mr. Mullins said he had set a "bunch of terms" that the Board had looked at and that Mr. Boyle was going forward with, but now the amount CEPD is seeking from the County is down from \$8 million to slightly over \$4 million. Mr. Mullins asked whether the amount coming from the County included the Sanibel side and was told that the current draft ILA included everything. Mr. Mullins said this is also of serious concern to him because originally his goal was separate funding for Sanibel. He asked whether the original two ILA's had been lumped into one, and was told that they had. Mr. Mullins said to Mr. Boyle "I think you have given away the candy store then." He asked why was there backtracking on going with two ILA's. With two ILA's combined into one, he said "a million or a million and a half of that money is going to wind up on Sanibel" as part of Lee County's obligation to Sanibel "so now we are not 50/50 on Captiva either." Mr. Mullins again urged this ILA not be approved in June but in September. He also suggested CEPD rethink its negotiation approach and get the people of Captiva or businesses involved because Mr. Boyle, he said, is doing this alone, he is not getting support from the community, "and so the County is basically blowing smoke up your (Mr. Boyle's) nose."

Mr. Jensen asked what the effect is, as CEPD waits for the next 2-3 weeks on the Fed for their decision, if the money comes through and CEPD has to make a decision right away. Mr. Mullins replied that CEPD can meet whatever requirements the Fed has, CEPD has the money, and it can look at that when the Fed money comes in. Mr. Mullins added that CEPD can have an emergency meeting if needed to deal with that at the time. He continued that CEPD is putting itself in a corner trying to get this negotiation done based on possible Fed money that it does not have and does not know if it is going to get, and "along the way we've just folded everything together into the neatest, simplest little package which obscures how much money we are really getting for Captiva from the County." He repeated his view that CEPD is getting pushed into a corner and "just compromised every major principal that we have talked about on this thing so far." Chairman Boyle disputed this assertion. When Mr. Mullins raised the issue of whether CEPD would be able to get \$1 million for assessing Lee County, Chairman Boyle stated that if CEPD were unable to get the assessment number, he would not recommend approval of the ILA. When questioned by Mr. Mullins, Chairman Boyle also said that if the County contribution goes down, the assessment would need to increase.

Mr. Mullins then turned the discussion to the \$1.5 million he thinks will go on Sanibel that is now bundled into the \$4.5 million single ILA. Chairman Boyle pointed out that the Sanibel piece is a 50/50 split and is the same as is required in the 2001 agreement. Mr. Mullins disputed this. Mr. Jensen asked whether the 75,000 cubic yards for Sanibel is part of the old settlement CEPD had and was told that it is. Mr. Jensen said in theory then one-half of the 75,000 is CEPD's obligation and Chairman Boyle confirmed that this is the figure that is in the proposed interlocal. Mr. Jensen stated the formula that arrived at \$4,138,332 had nothing to do with the old agreement. Chairman Boyle responded "no" that it was not included. He added that the assessment is based only on Captiva; CEPD cannot assess for property on northern Sanibel. Mr. Jensen said that one-half the portion that is the County's obligation should be added on top of the \$4.138 million in the Interlocal Agreement.

Mr. Mullins went through the details he remembered as being the rationale for two different ILA's. Mr. Jensen asked Chairman Boyle whether two different agreements had been discussed. Chairman Boyle responded that it had been discussed and that is how the negotiation started out. But then the dredging of Blind Pass came up. Initially, the dredging material from Blind Pass was going to be deposited down by Bowman's Beach and CEPD would get credit for the sand placed there toward the 2001 agreement. Sanibel would not agree and that option fell through. The next step by the County was to try to put the sand on northern Sanibel in the template area, but that failed because of turtle nests and other environmental concerns. Then the County decided to go back and put the sand south between R116 and R118. When that happened, Chairman Boyle said, after discussion with the County, Ms. Rooker, Mr. Keehn, and himself, it was decided to roll it into one agreement.

Considerable discussion then took place as to what the considerations were to have separate ILA's.

Mr. Jensen said Ms. Rooker had previously stated that it is part of the agreement that the County pays for one-half of the Sanibel obligation. Ms. Rooker said the new version of the ILA does spell out that the County will pay 50% of the cost of any work done on Sanibel and Chairman Boyle confirmed that it is part of the \$4.138 million. He also pointed out that the total amount of sand is 75,000 for Sanibel and 770,000 for Captiva. Mr. Jensen concluded then that CEPD is covered and asked why there needed to be separate agreements if it is spelled out. Mr. Mullins explained why he had insisted on two separate ILA's and that the reasons for them had not disappeared. He mentioned that Chairman Boyle had been designated by the Board to negotiate the agreement but the Board had been kept in the dark about the details of the ILA. Chairman Boyle said this assertion was untrue and mentioned the Briefing Meetings that were held in January, February, and March. Mr. Mullins responded that Chairman Boyle had "jerry-rigged" the Briefing Meetings. He said that communications coming out of the office since December that are shared with the Commissioners are less in five months than came out in any given month last year. "Things are not written down any more," Mr. Mullins said.

Mr. Mullins continued that Chairman Boyle and Ms. Rooker had "jerry-rigged" the Briefing Meetings "from the beginning." Chairman Boyle disagreed. Chairman Boyle said he has chaired 50% more Briefing Meetings than Mr. Mullins did all of last year. Mr. Mullins said that CEPD had Briefing Meetings as needed and everyone knew about them. CEPD passed last December a year's worth of meetings and Mr. Boyle has cancelled 80% of them. He said that he does not want to rely on Briefing Meetings and mentioned the incident when he said Chairman Boyle refused to tape record one of those meeting when Mr. Mullins asked for it. Chairman Boyle replied that meeting recordings were being supplied now that the Board had approved a change in the Rules of Procedure, which occurred after Mr. Mullins had made his request.

Mr. Mullins repeated that the Board had approved a year's worth of meetings and that Chairman Boyle had "played havoc with them in terms of when they are on and off since the time they were approved" by the Board. He said he could not plan ahead to be at meetings if he did not know about them until in some cases the night before. He said he cannot be at meetings when he has other meeting and appointments that he must be at. He followed by saying that to him "one puts things in writing so one has the opportunity to know what goes on." Furthermore, Mr. Mullins stated, if Chairman Boyle is saying that the Board approved at a Briefing Meeting to throw out the terms of multiple ILA's, "this Board does not have the right to approve them at a Briefing Meeting." Chairman Boyle said he did not say they had to

approve them; he said that Commissioners were aware of what was going on. Mr. Mullins said he was not aware and Chairman Boyle responded that this was because he was not at the meetings. Mr. Mullins said that this was a "Catch 22" and Chairman Boyle agreed.

Mr. Mullins said the Chairman Boyle had changed the direction (terms) from what the Board asked. Chairman Boyle said that the Board did not ask for the terms Mr. Mullins mentioned; he said they were Mr. Mullins recommendation after Mr. Mullins stepped down as Chairman. Chairman Boyle added that there was never a Board Meeting "on those term sheets." Mr. Kaiser asked that the discussion move on. Mr. Mullins said that the result of doing only one ILA has brought CEPD to a point where it is looking at a much smaller number for Captiva then what had been targeted and "we are trying to hide it ...". Chairman Boyle disputed the assertion of hiding it. Mr. Jensen said that the Board had asked Mr. Boyle to negotiate on behalf of the District and this is what he has come up with. Mr. Jensen suggested that if Mr. Mullins had a problem with the ILA, he should not vote for it.

Ms. Holzheimer asked about some points that Chairman Boyle had mentioned earlier. Chairman Boyle said that "we had added some qualifications" to the cancellation clause that "we think are acceptable." Mr. Mullins asked for clarification as to who the "we" is in "we think are acceptable." Chairman Boyle said it was Ms. Rooker, Steve Keehn, Nancy Stroud, and himself. Mr. Mullins said that the Board had not expressed anything. Chairman Boyle said involving the aforementioned people was the motion that the Board passed in January. He added that if the Board does not want him to do this, then they can pass a new motion. Mr. Mullins said only one of the people Mr. Boyle mentioned was a Board member and Chairman Boyle replied that was per the motion that was passed in January. Mr. Mullins said that he wanted to be very clear that the Board has not agreed as yet. He said the other people who have looked at this are irrelevant since they are not Board members. Chairman Boyle said they were not irrelevant to him and he is doing what the Board has asked him to do the best he knows and will bring it to the Board for a vote, as the January motion says. If the Board wants to change that, Chairman Boyle said, the Board can do so now. There was no discussion or motion about changing anything. Mr. Mullins said that originally he brought up the idea of not approving the new ILA in June because there was a lot of work to be done; he now thinks that there is a lot more work to be done than he first thought.

Mr. Mullins said that if interim drafts and others things continue not to be shared, one can expect Commissioners not to know what is going on. He said there is almost no communications. He said he had attempted in his chairmanship to put as much as possible in writing and this effort has been completely reversed. Chairman Boyle responded that he had not reversed anything; it is simply a difference in management style. He does not depend on email as much as Mr. Mullins and finds it easier to call people rather than email them. Mr. Kaiser and Mr. Jensen agreed that it was a difference in management style.

Mr. Mullins then asked at what point is something written down so that there is a record so that the Board can understand what is going on. He continued that one has to attend a Briefing Meeting which Mr. Boyle can cancel "at whim." Chairman Boyle responded that this was the "rule" that Mr. Mullins himself had set at the October 2009 Board Meeting. Mr. Mullins said that he never said that he could cancel at whim. Chairman Boyle then read from the minutes of the October 2009 Board Meeting that established that a meeting can be "canceled in case of conflict or lack of attendance." Mr. Mullins repeated his concern about the lack of advance notice of a cancelation and remarked that he did not even see a quorum call done. Chairman Boyle stated there was no requirement to do a quorum call; Mr. Mullins disagreed. Mr. Mullins said Chairman Boyle was not making it easy for Board members to



be aware of what is going on, has not required the staff to write and document things, and keeps Commissioners in the dark. Chairman Boyle then asked each Board member individually whether they feel they are in the dark. Each of them responded individually that they did not feel they were in the dark. He pointed out that apparently Mr. Mullins is the only one.

Mr. Jensen asked about the \$1 million assessment and whether the number is floating? He also asked are Bill Stronge and Steve Keehn refining that number right now? Chairman Boyle answered "yes" to both questions and Mr. Jensen commented then it could even be more. Mr. Mullins said that this funding is very hypothetical because CEPD must get 3 out of 5 County Commissioners to agree to accept that number as a future assessment. Chairman Boyle said that this was correct. Mr. Mullins said that if it is a hard number in the Interlocal Agreement then there is no further vote on the part of the BoCC. But as a separate assessment process, when CEPD wants to do the assessment in the future, which is usually a year or two after the project, the County Commission has to approve by a 3 to 2 vote to get that number. He added CEPD does not know whether the future Board of County Commissioners will accept the assessment. He said they would have to pass some sort of ordinance several years in the future. Mr. Mullins continued that to him it is kind of bogus even putting it in there because CEPD does not know whether it is ever going to get it. He would not count it in the 50/50 match. Mr. Mullins then asked Chairman Boyle whether he disagreed with him as to how this was going to be approved by some future Board of County Commissioners. Chairman Boyle said he did disagree as there will be proper language in the ILA to the effect that the County acknowledges that CEPD is enabled to do so.

**a) Renourishment  
Blind Pass**

Chairman Boyle called upon Steve Boutelle, Lee County Division of Natural Resources, for an update on Blind Pass. Mr. Boutelle reported that the contract with the dredging company has been executed, the pre-construction survey has commenced, a pre-construction meeting, to which CEPD has been invited, is scheduled for May 18 at 1:00 p.m., and the estimated time of arrival of the dredging equipment on the beach is May 23. Mr. Boutelle added that 120 days for substantial completion has been allocated, but it might be done as quickly as 60 days. Turtle monitoring had begun; bird monitoring would begin shortly as required by the permits. Mr. Jensen asked whether dredging would occur inside the bridge and Mr. Boutelle responded that it includes reaches on both sides. Ms. Holzheimer asked whether any turtle nests might have to be moved. Mr. Boutelle said the County is prepared, the fill area is essentially Reaches 116 to 118, around Bowman's Beach, it is being monitored, and if any nests are found, SCCF, the permit holder, will relocate them. There have not been any nests found in this area to date. Commissioners thanked Mr. Boutelle and the Lee County staff for their diligent work to bring this project to fruition.

Chairman Boyle then asked the Commissioners to approve an invoice for \$19,446 submitted by Lee County for follow-up survey and monitoring work from the 2008 agreement. Ms. Rooker explained that this invoice was expected and staff is simply seeking official Board approval. Mr. Mullins moved and Mr. Kaiser seconded a motion to approve and pay this invoice. The motion passed without dissent.

**Schedule**

Chairman Boyle outlined the assumptions underlying the nourishment project schedule, including the COE starting the project in October 2012. If this happens, there may need to be an Emergency Meeting of the Board on or around June 27 to approve a loan resolution,

although this is not necessarily a firm date since the COE can change their schedule. He added that CEPD's schedule would continue to be tweaked and firmed up as more is known.

**b) Partners in Progress Term Sheet**

Chairman Boyle reported that Mr. Gray had not gotten back to CEPD with the three-month extension agreement letter that both CEPD and Mr. Gray had agreed at the April Board Meeting that he would send in time to be considered at this meeting. Mr. Jensen asked if CEPD officially has a 3-month extension. Chairman Boyle said he did not know enough about Florida law. He said there is an audio recording of Mr. Gray's agreement. Chairman Boyle agreed to call Mr. Gray this evening to find out what he is thinking and why the letter had not been received.

Mr. Jensen expressed concern about Mr. Gray's remark at the April meeting that Mr. Gray does not have an interest in being CEPD's service contractor if Ms. Rooker no longer works for him. This was, he said, a big reason why CEPD decided to move away from in-house employees so that it does not have to deal with this kind of issue. Mr. Mullins said he had not heard that and he has been listening to the tape recording of the meeting. Ms. Holzheimer said that Mr. Gray did indeed say that. Mr. Jensen said he also thought that the amount of the rate increase was high and to honor the District's duty to the community, he thought CEPD should solicit proposals to have a new provider and Mr. Gray could choose to send a proposal. Mr. Jensen said he would like to hear what the Board thought about that process.

Mr. Kaiser said he didn't like the idea of a 3-month agreement, he still has concerns about consulting staff having non-compete clauses, and that he worries that if Mr. Gray were not to keep Ms. Rooker, and since she would have a no compete clause, then CEPD would be out in the cold. Mr. Kaiser continued by saying he had little contact with Mr. Gray and was not sure Mr. Gray was interested in CEPD. Chairman Boyle said the same thought had occurred to him when Mr. Gray first proposed the 15% increase, which Chairman Boyle said he thought was out of line in today's economy. Chairman Boyle went on to say that in his past experiences, if a vendor did not want the work, they would price themselves very high. Since CEPD has not heard from Mr. Gray, Chairman Boyle said he did not know what Mr. Gray was thinking.

Mr. Mullins discussed the history as to why CEPD has turned to outsourcing. Mr. Mullins said he gets very uncomfortable when CEPD gets involved with the staff consultants' contracts and tries to control the terms of their contracts and starts acting like employer. It puts the District, he said, at risk at a later time for payment of pension benefits and other similar things that an employee may be entitled to but a consultant is not. Mr. Mullins said he did not disagree with what Mr. Jensen said about going out for bids and suggested that CEPD should get the paperwork requested from Mr. Gray and resolve the extension before the current contract with Mr. Gray expires.

Mr. Jensen said he is very happy with the consultant concept and has no desire to get involved in the company that CEPD hires relationship with their employees; that is their business and the employee's business. After additional discussion about the role and accomplishments of Mr. Gray and Partners in Progress, Mr. Mullins reminded the Commissioners that one purpose of having an outside contractor was that if a key consultant were to leave for whatever reason, Mr. Gray would fill in. Mr. Jensen said that is why he started the conversation about soliciting proposals in the first place – that Mr. Gray said he doesn't have an interest in continuing as CEPD's service contractor if Ms. Rooker no longer works for him. That alone, Mr. Jensen said, is why he thinks CEPD should go out and get bids. He said the whole purpose in having a contractor is they are handling things not CEPD. He added that he thinks that even if Ms. Rooker were to quit, and even though Mr. Gray would be obligated to fill in, he does not think Mr.

Gray's heart would be in it. Chairman Boyle added that Mr. Gray's business was heavily concentrated in New York City's lower Manhattan and he would not be able to personally spend time on Captiva.

Chairman Boyle said he would call Mr. Gray this evening. Regarding looking at alternatives, whether it is people CEPD has looked at before and whoever else is in the files, if the Board wants him to look into that, someone needs to make a motion to that effect. He said to look at alternatives, go out for quotes, and compare what comes in are part of CEPD's negotiating with PIP.

Mr. Mullins said CEPD should certainly get the letter from Mr. Gray. He said that it might be a good idea to put a group together to start this (bidding) process and consider it at the June meeting or at a Briefing Meeting. Mr. Jensen supported the idea of a Briefing Meeting. Chairman Boyle charged the staff to go through the files to see what CEPD had done the first time a search was done, look at perhaps streamlining the process, and consider it at the June meeting. Mr. Mullins suggested inviting Mr. Gray to the June Board Meeting. Chairman Boyle agreed to invite Mr. Gray to the meeting.

## 7. New Business

### a) Comprehensive Management and Emergency Response Plan

Chairman Boyle presented a draft of a new Comprehensive Plan developed by Steve Keehn and CP&E at CEPD's request. He began the discussion by saying CEPD's attorney Nancy Stroud told him that this year's state legislation regarding local comprehensive planning deleted the requirement that special district plans be consistent with county comprehensive plans. He then called the Commissioners' attention to Page 53, where most of the significant changes were made concerning what would trigger an emergency:

- A reduction from 600,000 cubic feet of the total fill volume placed during the last project to 400,000 cubic feet;
- A reduction from more than 30% of the total project length eroded back to the 40 foot design berm length to 20%;
- Wording that would allow the Board discretion if the District wanted to act on something less than the numbers above.

Chairman Boyle added that Nancy Stroud had reviewed the wording referred to in the bullet points above and agreed that there is enough discretion.

Mr. Mullins said that he did not see answered something else that he had asked for: since CEPD has an authorized referendum to cover emergencies, whether the fact that the plan was changed has any effect on the pre-authorization that the community has given CEPD? Chairman Boyle responded that he had checked with Nancy Stroud and she said "no."

Chairman Boyle then put into perspective what 400,000 cubic yards of erosion looks like. He said that Hurricane Charley took about 170,000 yards of sand, less than one-half of the 400,000 trigger point. Mr. Mullins remarked that this was important because if CEPD did not have these other trigger points in place, when Charley struck it would not have qualified for emergency nourishment.

Mr. Mullins said there were other lynchpins that were not quite in place in the original plan mainly having to do with permitting. He asked how could CEPD be able to get a permit for emergency work from DEP without it having to take a year? He said that this is not in the current

plan and there may be some other pieces. Chairman Boyle said that he would follow-up with Mr. Keehn on this and get an answer back from him.

Ms. Holzheimer said that the previous plan got way out of date before it was updated; the new one should get regular attention and updating, and after the next project is a good time to take another look at it. Chairman Boyle said he will follow-up with Steve Keehn about the questions and it will be on the agenda for final review and approval at the Board meeting in June

**b) Special District Elections – Positions to be Elected Resolution**

Ms. Rooker said that the Board needs to approve a resolution that designates the seats that are up for election and this is how it gets put on the election ballot. She also reviewed the details and deadlines for someone who wants to run for election and the forms that must be filed. She said that the forms are available online. She mentioned that this was not the same thing as the financial disclosure reports that Commissioners must file. Mr. Mullins asked whether there is a requirement for CEPD to advertise the openings and Ms. Rooker responded “no,” Lee County takes care of this. Mr. Mullins suggested that CEPD advertise the openings to the community anyway. Mr. Jensen agreed. Chairman Boyle said CEPD can do this. Mr. Jensen added that CEPD should contact other organizations and ask them to put information on their websites. Mr. Mullins moved and Mr. Kaiser seconded a motion to approve Resolution 2012-1 to authorize the election of 3 members of the Board of Commissioners of the Captiva Erosion Prevention District for seat numbers 2, 4, and 5. The motion passed without dissent.

A question was raised as to whether the election was by specific seat or whether the top 3 vote-getters won seats. Ms. Rooker agreed to call the Supervisor of Elections office to get an answer.

**8. Report of the Senior Administrator**

**a) TDC Beach and Shoreline Grant Request Update**

Ms. Rooker reported that that she attended a TDC workshop last week. CEPD has submitted two grant requests to the TDC and this was just a workshop where members discussed eligibility and other matters. Recommendations to the Board of County Commissioners would be made on Friday for the BoCC to approve in August or September. She went over some of the information from the agenda of the workshop. She said that CEPD’s presentation went over well but that Commissioner Manning accidentally skipped over part of the beach nourishment submittals, one of which was CEPD’s. Ms. Rooker waited until after the meeting, since it was only a workshop, to call this oversight to Commissioner Manning’s’ attention. He assured Ms. Rooker that it was an oversight and that it will be recommended at the Friday meeting. Ms. Rooker will attend the meeting on Friday to make sure that everything is taken care of.

Discussion ensued regarding TDC reserves, how money is spent, what discretion TDC had in spending that money, and what the money is used for. Mr. Mullins said he thought that TDC played fast and loose as to how they accounted for the money. Ms. Rooker explained that money from the Beach and Shoreline Fund must be used for beach and shoreline. Mr. Boutelle provided further information and clarification

**FSBPA Conference**

Ms. Rooker provided information on the FSBPA Conference that is in Naples this year starting on September 26 and ending September 28, 2012. Mr. Mullins asked about the ASBPA Conference, which Ms. Rooker said was October 9 through 12 in San Diego.

**b) ASBPA Contest Results**

Ms. Rooker reported that CEPD has finished second behind Navarre Beach by 499 votes in the Community Beach award division but won the award for Best Florida Gulf Coast Beach. She mentioned that CEPD had sent out a press release which the News-Press had picked up and had carried a brief article. Mr. Mullins said that it would be a good idea to have the specifics of the vote tally in the next Beach Briefs.

#### **9. Public to be Heard**

Chairman Boyle called for comments and remarks from the public. Mr. Cunningham provided comments on the extension of the PIP contract and the potential of the transfer of Turner Beach to the CEPD.

#### **10. Commissioner Comments**

Mr. Kaiser asked about whether parking in the gravel area adjacent to the Post Office might be used for beach parking. Mr. Mullins replied that he had contacted the owner of the lot in the past but there was no interest. Mr. Mullins suggested CEPD raise parking rates, related other initiatives that he had started to attempt to get more parking, and why getting more parking was important for nourishment funding.

Mr. Jensen expressed how important a county-wide economic survey is. He asked whether CEPD could do one on its own. Mr. Mullins reminded the Commissioners that CEPD had paid Dr. Stronge to do one 2 years ago and that it was all but dismissed by the County. He said that if CEPD wants to get one done, it needs to put pressure on the businesses, Sanibel, etc. to attempt to convince the County to do it. Mr. Jensen said he would give this idea some additional thought.

Mr. Jensen asked for clarification on the Pre-Construction Survey Contract that CEPD had approved at the April meeting and Chairman Boyle provided that clarification.

#### **11. Adjourn**

There being no further business, Chairman Boyle adjourned the meeting at 3:00 p.m.

CEPD - GENERAL FUND  
 Budget Performance - Summary  
 For the One and Eight Months Ended May 31, 2012

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - May '12	Budget - May '12	Variance -May '12	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Ad Valorem Tax	5,379.90	3,731.00	1,648.90	334,455.88	332,101.00	2,354.88	342,426.00	7,970.12
Interest income - Other	12.58	0.00	12.58	16.94	0.00	16.94	0.00	0.00
Other Income	700.00	200.00	500.00	5,301.41	3,393.00	1,908.41	3,893.00	0.00
Total Income	<u>6,092.48</u>	<u>3,931.00</u>	<u>2,161.48</u>	<u>339,774.23</u>	<u>335,494.00</u>	<u>4,280.23</u>	<u>346,319.00</u>	<u>7,970.12</u>
Gross Profit	6,092.48	3,931.00	2,161.48	339,774.23	335,494.00	4,280.23	346,319.00	7,970.12
Expense								
Administrative expenses	2,392.88	3,843.00	(1,450.12)	31,621.11	38,200.00	(6,578.89)	62,300.00	30,678.89
Capital outlay	1,132.00	0.00	1,132.00	9,291.58	16,000.00	(6,708.42)	30,000.00	20,708.42
Reserves	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	75,000.00
Cost of collecting Ad Valorem	107.60	100.00	7.60	9,551.46	9,400.00	151.46	9,400.00	0.00
Legal and professional fees	12,301.11	14,135.00	(1,833.89)	101,556.37	113,081.00	(11,524.63)	169,619.00	68,062.63
Total Expense	<u>15,933.59</u>	<u>18,078.00</u>	<u>(2,144.41)</u>	<u>152,020.52</u>	<u>176,681.00</u>	<u>(24,660.48)</u>	<u>346,319.00</u>	<u>194,298.48</u>
Net Ordinary Income	<u>(9,841.11)</u>	<u>(14,147.00)</u>	<u>4,305.89</u>	<u>187,753.71</u>	<u>158,813.00</u>	<u>28,940.71</u>	<u>0.00</u>	<u>(186,328.36)</u>
Net Income	<u>(9,841.11)</u>	<u>(14,147.00)</u>	<u>4,305.89</u>	<u>187,753.71</u>	<u>158,813.00</u>	<u>28,940.71</u>	<u>0.00</u>	<u>(186,328.36)</u>

NOTE: Residual Budget figures ONLY represent Budgeted Revenue uncollected and Budgeted Expenditures not incurred

CEPD - GENERAL FUND  
Profit & Loss Budget Performance - Detail  
For the One and Eight Months Ended May 31, 2012

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - May '12	Budget - May '12	Variance -May '12	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Ad Valorem Tax								
Ad Valorem taxes	5,277.91	3,731.00	1,546.91	334,278.27	332,101.00	2,177.27	342,426.00	8,147.73
Ad Valorem penalties collected	101.99	0.00	101.99	177.61	0.00	177.61	0.00	0.00
Total Ad Valorem Tax	5,379.90	3,731.00	1,648.90	334,455.88	332,101.00	2,354.88	342,426.00	8,147.73
Interest income - Other	12.58	0.00	12.58	16.94	0.00	16.94	0.00	0.00
Other Income	700.00	200.00	500.00	5,301.41	3,393.00	1,908.41	3,893.00	0.00
Total Income	6,092.48	3,931.00	2,161.48	339,774.23	335,494.00	4,280.23	346,319.00	8,147.73
Gross Profit	6,092.48	3,931.00	2,161.48	339,774.23	335,494.00	4,280.23	346,319.00	8,147.73
Expense								
Administrative expenses								
Advertising	0.00	0.00	0.00	2,125.30	3,000.00	(874.70)	3,000.00	874.70
Board meeting expenses	5.45	100.00	(94.55)	29.46	800.00	(770.54)	1,200.00	1,170.54
Copier lease expense	158.46	250.00	(91.54)	2,186.18	2,000.00	186.18	3,000.00	813.82
Dues and subscriptions	0.00	300.00	(300.00)	700.00	1,500.00	(800.00)	2,000.00	1,300.00
General insurance	0.00	0.00	0.00	4,001.33	3,800.00	201.33	7,600.00	3,598.67
Newsletter expense	0.00	0.00	0.00	823.04	2,100.00	(1,276.96)	4,200.00	3,376.96
Office expense	225.87	1,157.00	(931.13)	1,349.15	3,780.00	(2,430.85)	5,000.00	3,650.85
Postage	0.00	10.00	(10.00)	256.52	171.00	85.52	500.00	243.48
Rent expense	1,386.45	1,425.00	(38.55)	11,091.60	11,400.00	(308.40)	17,100.00	6,008.40
Repairs	0.00	160.00	(160.00)	1,420.00	1,320.00	100.00	2,000.00	580.00
Telephone	316.54	283.00	33.54	2,336.74	2,266.00	70.74	3,400.00	1,063.26
Travel and per diem	179.86	0.00	179.86	1,933.50	1,609.00	324.50	8,000.00	6,066.50
Utilities	120.25	158.00	(37.75)	987.01	990.00	(2.99)	1,600.00	612.99
Website & Computer maintenance	0.00	0.00	0.00	2,381.28	3,464.00	(1,082.72)	3,700.00	1,318.72
Total Administrative expenses	2,392.88	3,843.00	(1,450.12)	31,621.11	38,200.00	(6,578.89)	62,300.00	30,678.89
Capital outlay								
Equipment purchases	1,132.00	0.00	1,132.00	9,291.58	16,000.00	(6,708.42)	30,000.00	20,708.42
Total Capital outlay	1,132.00	0.00	1,132.00	9,291.58	16,000.00	(6,708.42)	30,000.00	20,708.42
Reserves								
Operating Reserves	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	75,000.00
Total Reserves	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	75,000.00
Cost of collecting Ad Valorem								
Property tax appraiser fees	0.00	0.00	0.00	2,860.82	3,000.00	(139.18)	3,000.00	139.18
Tax collector commissions	107.60	100.00	7.60	6,690.64	6,400.00	290.64	6,400.00	0.00
Total Cost of collecting Ad Valorem	107.60	100.00	7.60	9,551.46	9,400.00	151.46	9,400.00	139.18
Consulting and Professional Fees								
Consulting	9,685.61	9,452.00	233.61	79,537.21	75,614.00	3,923.21	113,419.00	33,881.79
Professional Fees	2,615.50	4,683.00	(2,067.50)	22,019.16	37,467.00	(15,447.84)	56,200.00	34,180.84
Total Legal and professional fees	12,301.11	14,135.00	(1,833.89)	101,556.37	113,081.00	(11,524.63)	169,619.00	68,062.63
Total Expense	15,933.59	18,078.00	(2,144.41)	152,020.52	176,681.00	(24,660.48)	346,319.00	194,589.12
Net Ordinary Income	(9,841.11)	(14,147.00)	4,305.89	187,753.71	158,813.00	28,940.71	0.00	(186,441.39)
Net Income	(9,841.11)	(14,147.00)	4,305.89	187,753.71	158,813.00	28,940.71	0.00	(186,441.39)

NOTE: All Budget figures reflect only Budget Revenue uncollected and Budgeted expenditures not yet incurred.

CAPTIVA EROSION PREVENTION DISTRICT  
CAPITAL PROJECTS  
BUDGET PERFORMANCE - SUMMARY  
For the One and Eight Months Ended May 31, 2012

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - May '12	Budget - May '12	Variance -May '12	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Interest Income	45.70	300.00	(254.30)	350.57	2,400.00	(2,049.43)	3,600.00	3,249.43
Other miscellaneous revenue	0.00	0.00	0.00	4,048.75	0.00	4,048.75	0.00	0.00
Parking lot revenue	16,840.33	14,400.00	2,440.33	121,031.08	100,800.00	20,231.08	160,000.00	38,968.92
Grant Income	0.00	0.00	0.00	60,081.94	52,043.00	8,038.94	52,043.00	0.00
Reserves - General	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	75,000.00
Total Special Assessments	14,459.89	7,320.00	7,139.89	457,354.01	425,159.00	32,195.01	471,831.00	12,561.87
Total Income	31,345.92	22,020.00	9,325.92	642,866.35	580,402.00	62,464.35	762,474.00	129,780.22
Expense		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Advertising	0.00	0.00	0.00	776.60	4,000.00	(3,223.40)	4,000.00	3,223.40
Annual memberships & fees	0.00	83.00	(83.00)	0.00	667.00	(667.00)	1,000.00	1,000.00
Bank service charges	22.55	0.00	22.55	167.04	0.00	167.04	0.00	0.00
Beach maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Blind Pass project	19,446.75	0.00	19,446.75	32,517.41	45,523.00	(13,005.59)	45,523.00	13,005.59
Cost of Assessment Collections	0.00	28.00	(28.00)	1,032.53	1,605.00	(572.47)	1,800.00	767.47
Engineering (CP)	1,793.75	2,575.00	(781.25)	10,335.10	29,993.00	(19,657.90)	48,793.00	38,457.90
Insurance	0.00	0.00	0.00	10,991.00	10,800.00	191.00	10,800.00	0.00
Parking lot expenses	3,851.53	3,395.00	456.53	35,457.43	29,345.00	6,112.43	57,184.00	24,774.57
Project Management Support	7,049.94	7,027.00	22.94	61,540.61	107,213.00	(45,672.39)	153,360.00	94,413.14
Renourishment 2013/14 Design Phase	1,133.64	14,193.00	(13,059.36)	97,077.56	113,545.00	(16,467.44)	170,320.00	73,242.44
Rent	314.35	450.00	(135.65)	2,558.44	3,600.00	(1,041.56)	5,400.00	2,841.56
Storage of records	159.00	159.00	0.00	1,281.54	1,274.00	7.54	1,910.00	628.46
Website Development	0.00	0.00	0.00	1,152.50	3,000.00	(1,847.50)	3,000.00	1,847.50
Total Expense	33,771.51	27,910.00	5,861.51	254,887.76	350,565.00	(95,677.24)	503,090.00	254,202.03
Net Ordinary Income (Loss)	(2,425.59)	(5,890.00)	3,464.41	387,978.59	229,837.00	158,141.59	259,384.00	(103,578.81)
Net Income	(2,425.59)	(5,890.00)	3,464.41	387,978.59	229,837.00	158,141.59	259,384.00	(103,578.81)

\*\*\*NOTE: Residual Budget figures ONLY reflect Budgeted Assessments to be collected and Budgeted Costs not yet incurred.



CAPTIVA EROSION PREVENTION DISTRICT  
CAPITAL PROJECTS  
BUDGET PERFORMANCE- DETAIL  
For the One and Eight Months Ended May 31, 2012

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - May '12	Budget - May '12	Variance -May '12	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Interest Income	45.70	300.00	(254.30)	350.57	2,400.00	(2,049.43)	3,600.00	3,249.43
Other miscellaneous revenue	0.00	0.00	0.00	4,048.75	0.00	4,048.75	0.00	0.00
Parking lot revenue	16,840.33	14,400.00	2,440.33	121,031.08	100,800.00	20,231.08	160,000.00	38,968.92
Grant Income - Local	0.00	0.00	0.00	31,200.00	52,043.00	(20,843.00)	52,043.00	20,843.00
Grant Income - State	0.00	0.00	0.00	28,881.94	0.00	28,881.94	0.00	0.00
Reserves - General	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	75,000.00
Special Assessments								
Special Assessments Principal	12,665.00	6,149.00	6,516.00	395,450.86	357,165.00	38,285.86	396,373.00	922.14
Special Assessments - Interest	1,794.89	1,171.00	623.89	63,818.27	67,994.00	(4,175.73)	75,458.00	11,639.73
Special Assessments - Refunds	0.00	0.00	0.00	(1,915.12)	0.00	(1,915.12)	0.00	0.00
Total Special Assessments	14,459.89	7,320.00	7,139.89	457,354.01	425,159.00	32,195.01	471,831.00	12,561.87
Total Income	31,345.92	22,020.00	9,325.92	642,866.35	580,402.00	62,464.35	762,474.00	150,623.22
Expense								
Advertising	0.00	0.00	0.00	776.60	4,000.00	(3,223.40)	4,000.00	3,223.40
Annual memberships & fees	0.00	83.00	(83.00)	0.00	667.00	(667.00)	1,000.00	1,000.00
Bank service charges	22.55	0.00	22.55	167.04	0.00	167.04	0.00	0.00
Beach maintenance								
Engineering - Monitoring	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Tilling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Beach maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Blind Pass project	19,446.75	0.00	19,446.75	32,517.41	45,523.00	(13,005.59)	45,523.00	13,005.59
Cost of Assessment Collections	0.00	28.00	(28.00)	1,032.53	1,605.00	(572.47)	1,800.00	767.47
Engineering (CP)	1,793.75	2,575.00	(781.25)	10,335.10	29,993.00	(19,657.90)	48,793.00	38,457.90
Insurance	0.00	0.00	0.00	10,991.00	10,800.00	191.00	10,800.00	0.00
Parking lot expenses								
Mobi Mat and Bench	0.00	0.00	0.00	8,298.00	5,250.00	3,048.00	5,250.00	0.00
Parking Lot Machine	0.00	0.00	0.00	4,623.00	0.00	4,623.00	20,000.00	15,377.00
Parking maintenance	1,289.97	2,172.00	(882.03)	9,901.45	13,042.00	(3,140.55)	16,000.00	6,098.55
Portable toilets	561.22	395.00	166.22	5,032.84	5,257.00	(224.16)	6,734.00	1,701.16
Sales tax expense	2,000.34	828.00	1,172.34	7,602.14	5,796.00	1,806.14	9,200.00	1,597.86
Total Parking lot expenses	3,851.53	3,395.00	456.53	35,457.43	29,345.00	6,112.43	57,184.00	24,774.57
Project Management Support								
Professional Fees	2,492.00	2,580.00	(88.00)	21,517.52	71,640.00	(50,122.48)	100,000.00	78,482.48
Project Consultant	4,557.94	4,447.00	110.94	37,429.34	35,573.00	1,856.34	53,360.00	15,930.66
Project Manual	0.00	0.00	0.00	2,593.75	0.00	2,593.75	0.00	0.00
Total Project Management Support	7,049.94	7,027.00	22.94	61,540.61	107,213.00	(45,672.39)	153,360.00	94,413.14
Renourishment 2013/14 Design Phase								
Captiva Biological Assessment	0.00	1,611.00	(1,611.00)	0.00	12,891.00	(12,891.00)	19,336.00	19,336.00
Expand Borrow Area Plans	0.00	1,605.00	(1,605.00)	15,408.00	12,840.00	2,568.00	19,260.00	3,852.00
Long Range Plan Update	0.00	450.00	(450.00)	0.00	3,600.00	(3,600.00)	5,400.00	5,400.00

\*\*\*NOTE: Residual Budget figures ONLY reflect Budgeted Assessments to be collected and Budgeted Costs not yet incurred.

CAPTIVA EROSION PREVENTION DISTRICT  
 CAPITAL PROJECTS  
 BUDGET PERFORMANCE- DETAIL  
 For the One and Eight Months Ended May 31, 2012

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - May '12	Budget - May '12	Variance -May '12	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Permit - Pipeline Corridor Expns	0.00	4,400.00	(4,400.00)	26,397.50	35,195.00	(8,797.50)	52,795.00	26,397.50
Prelim Plans/Permits/FDEP NTP	0.00	4,978.00	(4,978.00)	42,235.20	39,824.00	2,411.20	59,736.00	17,500.80
Update Comprehensive Plan	1,133.64	1,149.00	(15.36)	13,036.86	9,195.00	3,841.86	13,793.00	756.14
Total Renourishment 2013/14 Design Phase	1,133.64	14,193.00	(13,059.36)	97,077.56	113,545.00	(16,467.44)	170,320.00	73,242.44
Rent	314.35	450.00	(135.65)	2,558.44	3,600.00	(1,041.56)	5,400.00	2,841.56
Storage of records	159.00	159.00	0.00	1,281.54	1,274.00	7.54	1,910.00	628.46
Website Development	0.00	0.00	0.00	1,152.50	3,000.00	(1,847.50)	3,000.00	1,847.50
Total Expense	33,771.51	27,910.00	5,861.51	254,887.76	350,565.00	(95,677.24)	503,090.00	254,202.03
Net Ordinary Income (Loss)	(2,425.59)	(5,890.00)	3,464.41	387,978.59	229,837.00	158,141.59	259,384.00	(103,578.81)
Net Income	(2,425.59)	(5,890.00)	3,464.41	387,978.59	229,837.00	158,141.59	259,384.00	(103,578.81)

\*\*\*NOTE: Residual Budget figures ONLY reflect Budgeted Assessments to be collected and Budgeted Costs not yet incurred.

CAPTIVA EROSION PREVENTION DISTRICT RESERVE ACCUMULATIONS FISCAL YEAR ENDING 9/30/2012												
	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12
<b>Beginning Balance</b>	\$ 382,607	\$ 390,434	\$ 398,673	\$ 397,545	\$ 401,879	\$ 411,390	\$ 428,518	\$ 441,173	\$ 453,666	\$ 453,666	\$ 453,666	\$ 453,666
Reserves Transferred In												
Parking Revenue	11,587	12,514	12,286	12,474	16,507	20,742	18,081	16,840				
Operating Reserves	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Reserves Transferred In</b>	11,587	12,514	12,286	12,474	16,507	20,742	18,081	16,840	-	-	-	-
NonProject Costs Expended												
Advertising	-				61		715	-				
Bank service charges	-				144			23				
Insurance	-		10,991		-			-				
Parking Lot Expenses	2,154	2,726	1,491	7,673	6,292	2,866	4,254	3,852				
Project Manual	1,063	1,062	469	-	-							
Rent	384	328	294	307	340	589	298	314				
Storage of records	159	159	169	159	159	159	159	159				
<b>Total NonProject Costs Expended</b>	3,760	4,275	13,414	8,140	6,996	3,614	5,426	4,347	-	-	-	-
<b>Increase (Decrease) in Reserves</b>	7,827	8,239	(1,128)	4,334	9,511	17,128	12,655	12,493	-	-	-	-
<b>Total Accumulated Reserves</b>	\$ 390,434	\$ 398,673	\$ 397,545	\$ 401,879	\$ 411,390	\$ 428,518	\$ 441,173	\$ 453,666	\$ 453,666	\$ 453,666	\$ 453,666	\$ 453,666

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INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE CAPTIVA EROSION PREVENTION DISTRICT  
FOR FUNDING OF CAPTIVA BEACH NOURISHMENT

THIS AGREEMENT is made and entered into this \_\_\_day of \_\_\_\_\_, 2012, by and between the CAPTIVA EROSION PREVENTION DISTRICT, a political subdivision of the State of Florida, hereinafter referred to as the "District", and the Board of County Commissioners of LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, beach erosion is a threat to the economy and general welfare of the visitors and citizens of Lee County; and

WHEREAS, it is a necessary governmental responsibility to properly manage and protect Lee County beaches fronting on the Gulf of Mexico from erosion through beach restoration and renourishment projects; and

WHEREAS, the beaches of Captiva Island have been designated by the State of Florida as critically eroded; and

WHEREAS, Part 1 of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreement with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, Chapter 161.25, Florida Statutes, establishes that the Board of County Commissioners is a beach and shore preservation authority for the County, and in this capacity, may at its own initiative take all necessary steps as soon as practicable and desirable to implement beach and shore preservation projects: and

WHEREAS, the District is a beach and shore preservation district created under Chapter 2000-399, Florida Statutes and Section 161.32, Florida Statutes, with authority to develop and execute plans for beach and shore preservation; and

WHEREAS, the District has adopted a plan for beach maintenance and renourishment of the Captiva Island beaches to afford both continued protection to upland property and enhance Southwest Florida's tourist economy; and

WHEREAS, it is in the mutual interest of the District and the County to cooperate in beach maintenance and renourishment of the Captiva Island beaches; and

WHEREAS, the District and the County have successfully completed all obligations from prior Captiva renourishment agreements and believe it is in the interest of the public health, safety and welfare of the County to continue to cooperate with the District in preventing erosion on Captiva Island, which includes the protection of upland development and infrastructure, the tourist economy,

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recreational interests, and wildlife ~~habitat~~ resources such as Captiva Road, Blind Pass Bridge, Turner Beach and beach access areas at Alison Hagerup Beach Park, Andy Rosse Lane, Chapin Lane, Captiva Drive, Laika Lane, and Wightman Lane.

Comment [SJB1]: Per DEP definition of critical erosion. This is broad and applies to both County and CEPD interests.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the District and the County agree as follows:

#### Section One: Purpose of Agreement

The purpose of this agreement is to acknowledge joint support for and to define a method for allocation of costs and responsibilities for "The Captiva Island 2013-2014 Beach Maintenance Renourishment Project", adopted by Captiva Erosion Prevention District Resolution 2010-10, hereinafter referred to as the "Project". This Agreement shall supersede and replace the March 1, 2005 Interlocal Agreement Between Lee County and the Captiva Erosion Prevention District for Funding of Beach Renourishment, the parties acknowledging that such prior Agreements have been satisfied.

#### Section Two: Scope of the Project

- a) The Project shall consist of necessary design, permitting, engineering, construction, ~~project management~~ and monitoring along the Captiva Island shoreline extending from R84 at the northern end of Captiva to R109 at Blind Pass. The Project will also include all post-construction maintenance and monitoring for a period of up to seven years as required by the state and federal permitting agencies. The Project shall also include a component known as the Sanibel Template, which shall consist of the placement of approximately 75,000 cubic yards of sand on North Sanibel Beach. Eligible costs and non-eligible costs are set forward in Appendix A hereto.
- b) The Project will be constructed in accordance with applicable local, state and federal ~~permitting~~ rules, regulations, ~~approvals~~ and permits.

Comment [SJB2]: Yellow highlights are used throughout the document to call out items we had not agreed to specific language on or did not discuss in our meeting.

#### Section Three: Obligations of the County

- a) Cooperate to the greatest extent possible in the acquisition of temporary construction easements necessary to construct the Project.
- b) Maintain those beach accesses, parking areas, and other public use facilities under its control during the period prior to construction and thereafter, as reasonably permitted in consideration of the public, health, safety and welfare.
- c) Cooperate to the greatest extent possible with the District in the completion of all post-construction maintenance and monitoring for a period up to seven years as required by the state and federal permits along the Captiva Island shoreline extending from R84 at the northern end of Captiva to R109 at Blind Pass monitoring of the Project areas under its control as required by permit conditions associated with the Project through post-construction year seven (7).
- d) Cooperate to the greatest extent possible with the District's desire to be able to permit and schedule scheduling of daily construction activities (24 hours a day, 7 days a week every day of the year) in order to maximize construction efficiency and reduce construction costs.
- ~~f) Cooperate to the greatest extent possible with the District in support of seeking permits for construction activities during turtle season as well as the support of construction activities pursuant to such permits.~~
- ~~e) Cooperate to the greatest extent possible with the District in allowing all reasonable staging and beach access including use of County maintained parking areas for project contractors, construction and equipment.~~

Comment [SJB3]: Consistent with 2a

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93 g) Cooperate to the greatest extent possible with the District in the procurement of grants for the  
94 Project.

95 ~~i) The County will budget funding necessary to complete the Project.~~

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96 ~~h) Provide funding for the Project based on an allocation of costs in accordance with Section Five~~  
97 ~~of this agreement.~~

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100 Section Four: Obligations of the District

101 a) Monitor the Project area as required by permit and provide the results of the monitoring to the  
102 County ~~concurrent with submittal to permitting agencies.~~

103 b) Apply for all necessary permits for the Project.

104 c) Prepare detailed plans and specifications for the Project ~~including provision that any County~~  
105 ~~property used for staging and beach access including use of parking areas for project~~  
106 ~~contractors, construction and equipment is left in conditions equal to or better than before it~~  
107 ~~was used for the Project.~~

108 d) Endeavor to secure grant funding to pay a portion of the costs of the Project, ~~and try in all~~  
109 ~~reasonable ways to maximize construction efficiency and reduce construction costs.~~

110 ~~e) Prior to soliciting bids, submit for County approval a detailed scope of work for each task in~~  
111 ~~order to determine funding eligibility, not regulatory approval.~~

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112 e) f) Secure competitive bids for all work to be performed by contracts.

113 g) ~~Prior to award of Project related contract(s) that are required to be bid, s~~ Submit to the County a  
114 detailed estimate of costs ~~of the Project, including a tabulation of all bids received, and the~~  
115 ~~recommended award. Project related contracts shall include those necessary for design,~~  
116 ~~permitting, engineering, construction, and post-construction maintenance and monitoring for a~~  
117 ~~period up to seven years as required by the state and federal permits along the Captiva Island~~  
118 ~~shoreline extending from R84 at the northern end of Captiva to R109 at Blind Pass. Costs shall~~  
119 ~~include all costs reasonably necessary to accomplish the Project, including but not limited to~~  
120 ~~design, engineering, permitting, project management and construction.~~

Comment [SJB4]: matches 2a, 3c

121 ~~g) h) Maintain those beach accesses, parking areas, and other public use facilities under its control~~  
122 ~~during the period prior to construction and thereafter, as reasonably permitted in consideration~~  
123 ~~of the public health, safety and welfare.~~

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124 i) ~~Notify the County of the satisfactory completion of the Project. The District will provide a~~  
125 ~~certification of final Project costs, sources of funds received for the Project and use of Project~~  
126 ~~Funds Quarterly, in conjunction with state submittal, provide a copy of the Florida Department~~  
127 ~~of Environmental Protection Beach management Funding Assistance Program Request for~~  
128 ~~Payment and Project Progress Report. The submittal will include sufficient detail to document~~  
129 ~~the Project expenses and cost shares of all participating entities. The District will provide copies~~  
130 ~~of County funded Project technical reports to the County at the same time they are provided to~~  
131 ~~FDEP.~~

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132 ~~i) j) Provide funding for the Project based on an allocation of costs in accordance with Section Five~~  
133 ~~of this agreement.~~

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134 ~~i) k) Keep books, records, documents and other evidence pertaining to costs and expenses incurred~~  
135 ~~for the construction to the extent and in such detail as will properly reflect total Project costs~~  
136 ~~and funding of the Project. The District will make available at its office at reasonable times, such~~  
137 ~~books, records, documents and other evidence for inspection and audit by authorized County~~  
138 ~~representatives for a minimum of three years after completion of construction of the Project.~~

139 ~~j) l) The District or its agents will act as Project sponsor and manager.~~

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j)m) Notify the County of the final completion of the state and federal permit-required Project monitoring within thirty (30) days of completion.

The District may, at its sole option and discretion, coordinate regionally with other eligible government entities when it is in the best interests of the District and County, particularly in sharing resources for cost savings purposes.

Section Five: ~~County~~ Cost Sharing Provisions:

a) The cost allocation between the District and County will be based on total Project costs as defined in Section Two and documented by the District pursuant to Section Four (i) herein.

~~a)b)The County will pay-reimburse the District for a share of eligible Project costs, as described defined in Section FourTwo, associated with the Projectand incurred subsequent to the effective date of this Agreement based on the cost sharing methods described below.~~

~~b)-~~  
a)c) The state funding, provided through the Florida Department of Environmental Protection (DEP) is based on the limits of designated critically eroded shoreline, the presence of public access points, and the proximity and number of parking spaces available to the general public on an equal access basis. The details of the funding eligibility are described Chapter 62B-36, Florida Administrative Code, and specified for this Project in DEP Contract DDDDD. The total eligible state funding is known as the State Share.

a)d) The federal funding, provided through the United States Army Corps of Engineers (USACE) is based on the Congressionally authorized Captiva Segment of the Lee County, Florida, Beach Erosion Control Project and is specified in Project Participation Agreement XXXXX. The total eligible federal funding is known as the Federal Share.

a)e) Other project funding provided by entities other than the DEP, USACE, County or District shall collectively be referred to as Grant Funding.

a)f) The benefits of the Project have been documented in Captiva Island 2013-14 Beach Nourishment Project Benefit Analysis (William B. Stronge, PhD, October 2010), as may be updated. The anticipated relative benefit for recreation is 69.9% versus 30.1% benefit for storm protection.

a)g) The County Recreation Share (CR) of the Project shall be calculated as follows:

a)  $CR = (E-F-S-G) * R * A$   
a)

E is eligible Projects costs as described in Section Five (a). F is the Federal Share described in Section Five (d). S is the State Share described in Section Five (c). G is Grant Funding described in Section Five (e). R is the recreational benefit (69.9%) described in Section Five (f). A is the publicly accessible shoreline percentage including public lands on Sanibel, the Tween Waters county road section and adjacent lands to county parks on Captiva, and Captiva resort beach frontages as stated in DEP Contract DDDDD Attachment B. The values F and S shall be eligible costs, not percentages.

~~The County will pay a Project cost share based on the following formula provided by the County:~~

~~Information required to calculate recommended TDC share (T) of beach restoration or nourishment project funding: Eligible Project Costs (E), Federal Share (F), State Share (S), Recreational Benefit percentage (R), and Publicly Accessible Shoreline percentage (A).~~

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$T(E-F-S)*R*A$

*If multiple segments are combined with different values for the items above, the TDC share will be weighted by segment length (L) or volume (typically length). Either way it should be similar. Assuming there are 3 segments (1, 2, & 3) the overall TDC share would equal:*

$$\frac{\{(T1*L1) + (T2*L2) + (T3*L3)\}}{[L1+L2+L3]}$$

Notwithstanding the above formula, in no event shall the County share of the costs associated with the Project be less than \$8,000,000.00.

h) Based on the County ownership of Turner Beach Park and Alison Hagerup Beach Park, the County owns approximately 1.622.07% (P) of the Project beach frontage. (P) shall also include public lands on Sanibel, the Tween Waters county road section and adjacent lands to county parks on Captiva as shown on Attachment C. In addition to the County Recreational Share, the County will pay a County Storm Protection Share (CS) of the Project, calculated as follows:

b)  $CS = (E-F-S-G)*(1-R)*P$

b)  
b)

i) In addition, the County agrees that it will enter into a lease agreement with the District to lease Turner Beach Park to the District for the District's maintenance and use consistent with public beach access and recreation. As a part of the lease, the County will make available to the District all revenues from the Turner Beach parking meters, beginning with the District's award of the contract for construction of the Project, and for a term of ten years therefrom.

b)

b)j) The total County Share will be the sum of the County Recreation Share and the County Storm Protection Share.

k) The County will provide reimbursement of costs in accordance with this Agreement within thirty (30) days of receiving an invoice from the District including adequate documentation of eligible Project costs. The District invoice may be for partial payments for the construction period

b) The correctly completed FDEP report as described in Section Four (i) above and including copies of supporting documentation will satisfy this requirement.

b)

b) Section Six: Construction by the United States Army Corps of Engineers

b)

a) The County recognizes that the Project might be constructed by the USACE. In that case, upon written request from the USACE to the District, the County will advance the estimated County share based on the amount requested by USACE at least 15 days prior to the date USACE requires the funds and calculated in accordance with the formulas in Section Five above.

u)b) Upon completion of construction, the costs as certified by the USACE will be used with the formulas in Section Five herein to determine what the actual County share was for the construction portion. In the event the County advanced more than its calculated share,

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Comment [SJB7]: We will need copies even though FDEP no longer requires them.

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reimbursement to the County will be made by the District within sixty (60) days of USACE certification of construction costs and USACE reimbursement to the District of the excess Federal escrow amount.

Comment [SJB8]: Need to see the PCA language and make this consistent.

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The cost to monitor the Project on Captiva Island is not part of the cost sharing referenced above. The County and District will pay equal shares of the cost to monitor the Project on Captiva Island in years 1,2,3,5 and 7, post construction.

The County will provide all funding referenced in Section Five of this agreement within 30 days of signing the agreement.

In no event shall the County provide cost sharing in a proportion less than that which it provides for any other beach renourishment maintenance project within the County.

Section ~~Six~~Seven: Hold Harmless

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, District shall indemnify, defend and hold harmless the County against any actions, claims for damages arising out of District's negligence in connection with this Agreement, and County shall indemnify, defend and hold harmless the District against any actions, claims for damages arising out of County's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

Section Seven: Notices

Notices to the respective parties shall be forwarded in writing to:

Board of Commissioners  
Captiva Erosion Prevention District  
Post Office 365  
Captiva Island, FL 33924

Chair, Board of County Commissioners  
Lee County  
Post Office Box 396  
Fort Myers, Florida 33902

Section Eight: Modifications

Modifications of provision of this Agreement shall be valid only after they have been written, signed and incorporated into this Agreement upon approval of the necessary authorities for the District and the County.

Section Nine: Term

This Agreement shall commence upon execution and continue from year to year uninterrupted, and shall terminate upon reimbursement of eligible costs associated with the last date of the monitoring required for the Project under the Project's state and federal permits. The rights and obligations of each party that arise prior to the expiration of the term shall survive any expiration of the term of this Agreement.

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284 Section Ten: Severability

285 Should any portion of this Agreement be found invalid by a court of law, the remaining portions of this  
286 Agreement shall remain in effect insofar as they can reasonably be severed from the invalid portion.

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288 Section Eleven: Cancellation

- 289 a) Either Party may cancel this Agreement for any reason not later than ninety (90) days prior to  
290 opening of bids for construction by providing thirty (30) days written notice of intention to  
291 cancel. Any costs incurred with this Project prior to a cancellation will be shared by the Parties  
292 hereto in accordance with Section Five except as provided herein below.
- 293 b) If the Agreement is canceled, all other terms and conditions of this Agreement will be void,  
294 except any conditions necessitated by a permit will continue in full force and effect.
- 295 c) Failure to fulfill the material obligations as stated herein shall be grounds for cancellation of this  
296 Agreement, in which case any costs incurred with this project prior to a cancellation will be  
297 borne by the Party that failed to meet their its obligations hereunder.
- 298

Comment [SJB9]: Known issue for CEPD.

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**Attachment A**  
**TOTAL PROJECT COST ESTIMATE**  
**CAPTIVA and SANIBEL ISLANDS 2012 RENOURISHMENT PROJECT**  
**Based on Old FDEP No. and All Lands (Att. C)**

Project Description	Captiva and Sanibel
<b>TOTAL PROJECT VOLUMES (CY)</b>	844,480
<b>ENGINEERING DESIGN &amp; SUPERVISION ADMINISTRATION</b>	
Update Borrow Areas/Pipeline Corridors	\$80,000
Engineering & Storm Damage Benefits	\$72,000
Recreation Benefit- Economics Studies	\$60,000
Apportionment Planning and Meeting	\$20,000
Prepare Biological Assessment for BO	\$19,336
Prepare Plans, Specification & Permit Modification	\$62,588
Corps NEPA, PCA, Design, Funding Agreements Actions	\$467,355
Bidding, Negotiation & Award	\$15,000
Pre-Construction Surveys and design update	\$96,336
CEPD Staff Eng. Project Management & Assistance	\$198,000
Corps Construction Management *	\$865,473
Post Construction Survey & Report	\$124,226
7 Years of Monitoring Surveys	\$549,408
3 Years of Sea Turtle Nesting Monitoring & Beach tilling	\$280,699
<b>SUBTOTAL</b>	<b>\$2,910,421</b>
<b>PROJECT CONSTRUCTION</b>	
<b>I. Common Costs</b>	
Mobilization	\$3,299,092
<b>II. Captiva Island</b>	
Dredge & Fill	\$9,188,066
Dune Re-vegetation	\$166,667
Monitoring & Other Task	\$737,256
<b>III. North Sanibel</b>	
Dredge & Fill	\$866,946
Monitoring & Other Task	\$166,523
<b>IV. Contingency</b>	20%
	\$2,884,910
<b>SUBTOTAL</b>	<b>\$17,309,458</b>
<b>TOTAL PROJECT COST</b>	<b>\$20,219,879</b>
<b>Corps Construction Budget</b>	<b>\$18,490,620</b>
<b>Cost Proportioned by Reach Length</b>	
Captiva	79.85%
North Sanibel	20.15%
	\$17,369,762
	\$2,850,118
<b>WITH FEDERAL FUNDING</b>	
FEDERAL SHARE (27.72% of Eligible Cost***)	\$4,792,922
STATE SHARE (29.75% Old FDEP No.)	\$4,589,563
COUNTY SHARE (55.08% Based on old FDEP No.)	\$5,968,814
CEPD SHARE	\$4,868,580
<b>NO FEDERAL FUNDING</b>	
STATE SHARE (29.75% Old FDEP No.)	\$6,015,470
COUNTY SHARE (55.08% Based on old FDEP No.)	\$7,823,235
CEPD SHARE	\$6,381,174
<b>NO FEDERAL/STATE FUNDING</b>	
COUNTY SHARE	\$11,136,322
CEPD SHARE	\$9,083,558
Note: *Corps normally charges 5% of Eligible Corps Cost are in red, while Corps construction will include Sanibel	
Approx. \$80,000 of Cost in Green have been approved for \$31,200 from the Lee County TDC.	

**Attachment B**  
**Lee County Cost Sharing Calculation**  
**Captiva and north Sanibel Islands with Corps and FDEP Contribution**  
**All Lands# On Both Islands Using Old FDEP Values**  
**11-Jun-12**

Item	Values	CI and N. SI R84-R116
Project Beach Frontage (ft)		31,435
Eligible Project Cost (SEC. 5)	E	100.00%
Federal Share (%)	F	27.72%
State Share (%)	S	29.75%
Grant Funding (%)	G	0.00%
Remaining Percent After F,S & G (%)	M	50.78%
Recreation Benefit (%)	R	69.90%
Publically Accessible Shoreline from FDEP (ft)		18,704
Publically Accessible Shoreline from FDEP (%)	A	59.50%
County Owned or Similar Frontage (ft) (Att. C) #		14,084
County Owned (%)	P	44.80%
County Recreational Share (%)		
"CR = (M)*R*A"	CR	21.12%
County Storm Damage Prevention Share (%)		
"CS = (M)*(1-R)*P"	CS	6.85%
Approximate County Share of Total (E)	CR + CS	27.97%
<b>County Share of Remainder (CR+CS)/M</b>		<b>55.08%</b>

County share in dollars is calculated as a percentage of remainder after payment by Corps and State, and should not be based on percentage of total cost.

Attachment C  
County Land Lengths are as follows:  
11-Jun-12

Turner and Alison Hagerup Beaches	508.0
Bowman Beach north of R116	1,177.4
Half the Clam Bayou Gap Belonging to Bowmans Beach	517.0
Protection of Road Section R96-R101	4,938.0
Tributary Length on Co. Parks on CI based on 52.8 ft. per parking space	3,432.0
<u>City of Sanibel Lands/Beach Access including North Sanibel Park:</u>	<u>3,511.1</u>
Parks (County) Lands on Captiva and Sanibel	2,202.4
Parks (County) Lands with Road Section	7,140.4
All Lands	14,083.5



# Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Herschel T. Vinyard Jr.  
Secretary

## CERTIFIED - RETURN RECEIPT REQUESTED

May 18, 2012

Captiva Erosion Prevention District  
c/o Stephen Keehn, P.E.  
Coastal Planning and Engineering  
2481 NW Boca Raton Boulevard  
Boca Raton, FL 33431

Permit Modification No. 0200269-007-JN  
Permit No. 0200269-001-JC, Lee County  
Captiva & Sanibel Island Nourishment Minor Modification

Dear Mr. Keehn:

Your request to modify Permit No. 0200269-001-JC was received on November 14, 2011, and has been reviewed by Department staff. The proposed permit modification is to expand Borrow Area VI (now referenced as Borrow Area VI-E for the entire borrow area, including the expansion), to eliminate the pipeline corridors in selected areas and to allow for year round dredging.

The following information describes the project history from the time of original permit issuance, and the subjects directly related to the proposed modification. For additional background, please see the *Consolidated Notice of Intent to Issue* for Joint Coastal Permit (JCP) No. 0200269-001-JC, dated September 13, 2004, available at the Bureau website:

[http://bcs.dep.state.fl.us/env-prmt/lee/issued/0200269\\_Captiva\\_and\\_Sanibel\\_Island\\_Nourishment\\_Project/001-JC/0200269-001-JC%20and%20002%20EV%20\(Intent%20to%20Issue%2009-13-04\)/Intent%20to%20Issue%20\(09-13-04\).pdf](http://bcs.dep.state.fl.us/env-prmt/lee/issued/0200269_Captiva_and_Sanibel_Island_Nourishment_Project/001-JC/0200269-001-JC%20and%20002%20EV%20(Intent%20to%20Issue%2009-13-04)/Intent%20to%20Issue%20(09-13-04).pdf)

## **PROJECT HISTORY**

On November 9, 2004, the Department issued Permit No. **0200269-001-JC** to the Captiva Erosion Prevention District (CEPD) to construct a beach nourishment project along the shorelines of Captiva and Sanibel Islands. The Captiva Island project area shoreline extends approximately 25,100 linear feet from FDEP control monument R-84 to R-109. The Sanibel Island project area shoreline extends approximately 8,500 linear feet from R-110 to R-118, with

**Notice of Permit Modification**  
**Permit Modification No. 0200269-007-JN**  
**Captiva & Sanibel Island Nourishment Minor Modification**  
**Page 2 of 32**

no fill placement at the location of the Clam Bayou temporary drainage channel (historic Old Blind Pass) between R-114 and R-115. The 10-year permit allows for subsequent nourishment events to be constructed.

On November 8, 2005, the Department issued Variance No. **0200269-002-EV** to the CEPD, providing relief from the provisions of Rule 62-4.244(5)(c), Florida Administrative Code (F.A.C.), for an expanded mixing zone of 200 meters offshore and 1,500 meters downdrift from the beach discharge point. The variance does not apply to discharges within 1,500 meters of Redfish Pass and Blind Pass (if a connection between the Gulf of Mexico and the waters of Pine Island Sound Aquatic Preserve exists).

On March 24, 2005, the Department issued Permit Modification No. **0200269-003-EM** to the CEPD to allow for beach nourishment construction during turtle nesting season. During the 2004 hurricane season, Hurricane Charley caused 340,000 cubic yards of beach erosion in the project area between R-84 and R-118. Due to such a large erosion volume, changes in the fill design were made and the scheduled December 2004 commencement of construction did not occur. The U.S. Fish & Wildlife Service (FWS) had also delayed submittal of an updated Biological Opinion for this project due to the interruptions of the hurricane season. The updated Biological Opinion was issued on March 4, 2005, allowing for incidental take of sea turtles, and the permit was modified to reflect the updated Biological Opinion.

Modification No. **0200269-004-EM** was issued on May 17, 2005, to replace permit drawings of the groin, which contained an error.

Modification No. **0200269-005-EM** was issued on July 1, 2005, to replace a permit drawing of borrow area IIIB, which contained an error.

Modification No. **0200269-006-EM** was issued on October 19, 2005, to allow for dune reconstruction, to extend the fill level to the previously existing uplands and to fix an unintended error regarding the timing of marine turtle surveys.

The application for the current modification (File No. **0200269-007-JN**) was received on November 14, 2011. In addition to the request to expand Borrow Area VI, eliminate the pipeline corridors in selected areas and allow for year round dredging, the application also requested an extension of the permit expiration date. However, Rule 62B-49.011, F.A.C., limits the duration of Joint Coastal Permits to 10 years, and Permit No. 0200269-001-JC already had a duration of 10 years. Therefore, the Applicant withdrew the time extension request.

#### **JUSTIFICATION FOR MODIFICATION REQUEST**

The Applicant contends that this modification will support a more simplified and cost effective dredging by allowing greater flexibility for pipeline positioning and dredge operation. Historic vibracores, sled survey tracks and stratigraphy showed that there is sufficient sediment thickness

**Notice of Permit Modification**  
**Permit Modification No. 0200269-007-JN**  
**Captiva & Sanibel Island Nourishment Minor Modification**  
**Page 3 of 32**

existing out to the 28-foot depth contour to preclude the periodic exposure of the underlying limestone. Therefore, no hardbottom habitat is expected to occur in that area. The expansion of Borrow Area VI is desired to ensure there is sufficient sand within dredgable, economical depths for the project areas until the end of the current permit. Borrow Area VI was dredged in 2006 and 2008, which left two dredge troughs limiting the amount of dredgable sand. The use of Borrow Area VI in 2006 was unplanned, and lead to early dredging of the resource. The expanded borrow area limits will compensate for those earlier dredgings. The expanded borrow area will result in a more cost effective project due to the fact that the dredgers will be able to remove the sand more easily from the borrow area. With current financial conditions, allowing year-round dredging can provide considerable cost-savings and flexibility to all parties involved in the nourishment project, including the implementation of joint projects, which are not practical within the non-nesting season window.

**STAFF ASSESSMENT OF MODIFICATION REQUEST**

Borrow Area VI was permitted under the original permit for this project (Permit No. 0200269-001-JC). This modification expands the borrow area limits. No new geotechnical data was required in support of this modification, as the expanded area was included in the original sand search and Department review. The expanded borrow area is labeled on the drawings as Borrow Area VI-E.

Borrow Area VI-E contains 3 subareas (A, B, and C) that are prioritized for dredging. Each subarea contains maximum dredge depths ranging from -40.5 feet NGVD to -43.5 feet NGVD. Borrow Area VI-E contains medium to fine-grained quartz sand, with an average mean grain size of 0.40 mm. The average silt content is 0.80%, and the sorting value is 1.12 phi (poorly sorted). The total volume of sand available above the maximum dredge depths in Borrow Area VI-E is 4,729,000 cubic yards.

A Sediment QA/QC plan was submitted for this project pursuant to Rule 62B-41.008(1)(k), F.A.C. The final draft of the Sediment QA/QC plan that was received on February 14, 2012, is recommended for approval.

The fill material in the proposed borrow area is compatible with the native beach material. Based upon the information and analysis provided by the Applicant, the beach fill material in the proposed borrow area is expected to maintain the general character and functionality of the material on the native beach in accordance with Rule 62B-41.007(2)(j), F.A.C.

Limited hardbottom patches exist in the area surrounding the borrow area. The original expanded borrow area modification proposal included an area that encroached on some adjacent hardbottom patches. After consultation with the Department, the Applicant revised their borrow area to include a 750-foot buffer around those hardbottom patches.



**Notice of Permit Modification**  
**Permit Modification No. 0200269-007-JN**  
**Captiva & Sanibel Island Nourishment Minor Modification**  
**Page 4 of 32**

Staff has reviewed the data provided regarding the request to run pipeline anywhere within and shoreward of the permitted rectangle and have agreed that no impact to hardbottom is expected to occur as long as potential areas of hardbottom are given the allotted 750-foot buffer and a 400-foot buffer is maintained around the pipelines (delineated by the agent on Sheet 4).

The Florida Fish and Wildlife Conservation Commission (FWC) has reviewed the potential impacts to threatened and endangered species from the proposed modification, which includes an allowance for year round construction. Due to the large populations of marine turtles and shore birds nesting in the project area, the Specific Conditions of the permit will have to be changed to address protection against nest disturbance, disorientation from light pollution caused by night construction, protection of hatchlings on or around the construction site, turtle nest sighting surveys, and sand compaction.

The project description shall be revised as follows (~~strikethroughs~~ are deletions, underlines are additions):

**PROJECT DESCRIPTION:**

The applicant is authorized to construct a beach nourishment project along the shorelines of Captiva and Sanibel Islands. The Captiva Island project area shoreline extends approximately 25,100 linear feet from FDEP control monument R-84 to R-109. The Sanibel Island project area shoreline extends approximately 8,500 linear feet from R-110 to R-118 with no fill placement at the location of the Clam Bayou temporary drainage channel (historic Old Blind Pass) between R-114 and R-115. In addition to beach fill, impacted dunes and vegetation located within the project area will be restored. During the initial nourishment project, approximately 1.8 million cubic yards of sand will be dredged from two offshore borrow areas, Borrow Area IIIA and Borrow Area IV, using hopper dredges. Borrow Areas IIIB and VI-E will be utilized during the maintenance dredging event authorized under the 10-year permit interval. Borrow Area VI-E includes Borrow Area VI, plus an expansion, from 7,945,000 square feet to 15,768,000 square feet, allowing for an additional 2.28 million cubic yards of available sand. The elevation of the design beach berm inclines from +7.0 feet (NGVD) at the dune line to +5.0 feet (NGVD) at the crest of the seaward edge of beach face, and a seaward slope of 1:12 (V:H) to the existing profile. The project includes reconstruction and a 150-foot seaward extension of the existing groin at Redfish Pass. The project may also involve the temporary placement of sand within two stockpile/re-handling areas located ~~along the pipeline corridors~~ offshore of R-105 and R-88. The entire nearshore area of the project, landward of the "Cleared Area Offshore Boundary" (as shown on Sheet 4), is authorized as an open pipeline corridor, available for use with multiple pipeline positions.



05-23-12 P12:55 IN

**FLORIDA DEPARTMENT of STATE**

**RICK SCOTT**  
Governor

**KEN DETZNER**  
Secretary of State

Ms. Brianne McGuffie  
Jacksonville District Corps of Engineers  
1520 Royal Palm Square Boulevard, Suite 310  
Fort Myers, Florida 33919

May 17, 2012

Re: DHR Project File No. **2012-00890B**/Additional Information Received May 14, 2012  
Applicant: Captiva Erosion Prevention District/Application No.: SAJ-1994-03952 (IP-BEM)  
Project: Beach Renourishment - Modify Existing Permit to Expand Borrow Area VI,  
Eliminate 4 Nearshore Pipeline Corridors to Leave Entire Nearshore Area  
Open for Pipeline Corridors, Shape Beach Fill, Gulf of Mexico and Beaches  
Captiva and Sanibel Island, Between FDEP Markers R-84 to R-118, Lee County

Dear Ms. McGuffie:

Our office received and reviewed the referenced project application in accordance with Section 106 of the National Historic Preservation Act of 1966 (Public Law 89-665), as amended in 1992; 36 C.F.R., Part 800: Protection of Historic Properties for assessment of possible adverse impact to cultural resources (any prehistoric or historic district, site, building, structure, or object) listed, or eligible for listing, in the National Register of Historic Places.

This office has reviewed the additional information provided by Coastal Planning & Engineering received May 14, 2012. Based on a review of this information, it is the opinion of this office that the offshore areas have been sufficiently investigated, and that the other proposed activities will not impact cultural resources. Therefore, because of the location and/or nature of the project it is unlikely that historic properties will be affected.

For any questions concerning our comments, please contact Robin Jackson, Historic Sites Specialist, at 850.245.6333, or by electronic mail at [robin.jackson@dos.myflorida.com](mailto:robin.jackson@dos.myflorida.com). We appreciate your continued interest in protecting Florida's historic properties.

Sincerely,

Laura A. Kammerer  
Deputy State Historic Preservation Officer  
For Review and Compliance

Pc: Captiva Erosion Prevention District  
David Pugh, CORPS, Palm Beach Gardens

**DIVISION OF HISTORICAL RESOURCES**

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250  
Telephone: 850.245.6300 • Facsimile: 850.245.6436 • [www.flheritage.com](http://www.flheritage.com)  
*Commemorating 500 years of Florida history* [www.fla500.com](http://www.fla500.com)



VIVA FLORIDA 500  
P32

within 3 month - June 13 - Sept. 13  
Lewis Stroud & Deutsch, P.L.

Nancy E. Stroud, Esq.

passed 3 - 2

Direct Dial: 561 826 2803

release  
15% for first  
19 months

May 16, 2012

Mr. Robert Gray  
President  
Partners in Progress  
118 Brighton Way  
Merrick, New York 11566

**Re: Contract Extension**

Dear Mr. Gray:

This letter is to memorialize the agreement reached at the April 11, 2012 regular meeting of the Captiva Erosion Prevention District (District) for the extension of your current professional services contracts with the District. The first contract, dated June 1, 2009, and the second contract, dated June 2, 2009, expire on June 1, 2012 and June 2, 2012, respectively.

At the District meeting, the Board unanimously approved and you agreed to a three month extension of both contracts, ~~with the option for another three month extension of both contracts.~~ The agreement includes the following additional terms to the terms and conditions of the original contracts: Rg

1. The monthly fee for services to the Consultant shall be increased in both contracts by fifteen percent (15%). For the June 1 contract, the amount shall be changed to a monthly fee of \$11,055.00. For the June 2 contract, the amount shall be changed to a monthly fee of \$5,265.00.
2. There shall be no planned changes to current Partners in Progress consultant staff assigned to the District without Board approval.
3. Partners in Progress will ensure that the current Partners in Progress consultant staff assigned to the District will be under contract with Partners in Progress during the term of the extension.
4. Some reasonable portion of the fee increase to Partners in Progress will be passed along to the current Partners in Progress consultant staff assigned to the District.

One Lincoln Place, 1900 Glades Road, Suite 254, Boca Raton, Florida 33434  
Telephone -- 561 826 2800 Facsimile -- 561 826 2828

Mr. Robert Gray  
May 16, 2012  
Page 2 of 2

Please acknowledge your receipt of this letter and the agreement by signing below.

Very truly yours,



Nancy E. Stroud  
District Attorney

NES:js

cc: Chair and Board Members  
Kathy Rooker

  
\_\_\_\_\_  
BY: ROBERT GRAY  
President, Partners in Progress

*May 25, 2012*  
\_\_\_\_\_  
Date

*Lewis Stroud & Deutsch, P.L.*



STATE OF FLORIDA  
**LEE COUNTY PROPERTY APPRAISER**  
KENNETH M. WILKINSON, C.F.A.



**Mailing Address:**  
P.O. Box 1546  
Fort Myers, Florida 33902-1546

**Physical Address:**  
2480 Thompson Street  
Fort Myers, Florida 33901-3074

**Telephone:** (239) 533-6100 -- **Facsimile:** (239) 533-6160  
[www.leepa.org](http://www.leepa.org)

June 1, 2012

CAPTIVA EROSION GENERAL FUND 017  
JIM BOYLE, CHAIRMAN  
P O BOX 365  
CAPTIVA, FL 33924

Dear Taxing Authority:

Pursuant to Florida Statutes 200.065 (7), the Property Appraiser shall provide each taxing authority within the County on June 1, an estimate of the total assessed value of non-exempt property for budget planning purposes. Please be reminded that this value is an estimate of the taxable value on the 2012 Tax Roll and the Property Appraiser's Office is currently in the process of analyzing all values to provide a Roll which is both equitable and at market value.

**\$1,184,428,000**

The DR-420, "Certification of Taxable Value" issued on July 1 by this office will include the appropriate taxable value for budget preparation and proposed millage rates.

Respectfully,

A handwritten signature in cursive script, appearing to read "K. M. Wilkinson".

Kenneth M. Wilkinson, CFA  
Lee County Property Appraiser

TRIM TIMETABLE – CEPD 2012

- June 1 The Property Appraiser delivers estimate of taxable value.
- June 14 Budget Development Workshop at 1pm in CEPD office**
- July 1 Property Appraiser certifies taxable value on form DR-420
- July 10 Budget Workshop at 1pm in the CEPD office (tentative millage rate development)**
- July 11 Regular Board Meeting and proposed millage rate approved. (Cannot increase the rate once approved but can decrease at tentative hearing.)**
- By August 4 CEPD returns original DR-420 to Property Appraiser with a copy to tax collector. (Includes prior year millage rate, current year proposed millage rate, current year rolled back rate and date, time and meeting place for the tentative budget hearing.)
- By Sept. 4 CEPD returns completed non-ad valorem tax roll to Nancy Erp. (Not a TRIM item)
- Sept. 6 Tentative Budget Hearing at 5:01PM following Regular Board Meeting at 3PM. (At hearing CEPD: adopts a tentative budget, computes a proposed millage rate, announces the percent if any the proposed millage exceeds the rolled back rate, and adopts a tentative millage and budget. – rate cannot be greater than the proposed rate used in the TRIM notice.)**
- Sept. 10 Proposed ad to the News-Press by noon. (Monday, need 5 days prior to running)
- Sept. 15 Run proposed ad in News-Press. (Saturday)
- Sept. 20 Final Budget Hearing at 5:01pm. Adoption of final millage rate resolution. (Within 2-5 days after the advertisement is published.) At the hearing CEPD first discusses the percentage increase in millage over the rolled back rate if any, the name of taxing authority, rolled back rate, percentage increase over the rolled back rate if any, and the millage rate to be levied. After adoption of millage rate, adopt the budget.**
- Sept. 23 Resolution adopting final millage rate sent to Property Appraiser, Tax Collector, and Dept. of Revenue.
- Within 3 days Upon receipt of Certification of Final Taxable Value, the District completes DR-422 and returns to Property Appraiser. (Can also email or fax)
- By Oct. 20 TRIM compliance package due to Department of Revenue.



# Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Herschel T. Vinyard Jr.  
Secretary

May 31, 2012

**VIA: FEDEX**

Kathleen Rooker  
11513 Andy Rossse Lane, Unit 4  
Capitiva, Florida 33924

RE: Execution of Project Agreement  
Captiva Island Beach Nourishment  
DEP Contract 12LE2

Dear Ms. Rooker:

Enclosed please find a set of three (3) originals to execute the referenced project agreement. If you find the Agreement to be in order, it is requested that you execute each original by having them signed and dated, as appropriate. **It is further requested that you return the three (3) executed originals to me at the letterhead address, Mail Station #300, within five (5) working days following completion of your internal review and signature process.** Upon receipt of the three (3) executed originals I will have them signed and dated on behalf of the Department by Bureau Chief, Danielle H. Fondren. Once signed by the Department, I will return one (1) signed original to you for your records. Failure to execute and return the originals to the Department in a timely manner may result in future payment delays, rejected billings or the possible reversion of funds intended for this project.

Should you have any questions, please contact me at 850/922-7711 or Vince George, the project manager at 850/413-7783.

Sincerely,

Dena VanLandingham  
Grants Program Administrator  
Bureau of Beaches and Coastal Systems

DV

Enclosures

DEP AGREEMENT No: 12LE2  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF BEACHES AND COASTAL SYSTEMS  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
STATE OF FLORIDA  
GRANT AGREEMENT FOR  
CAPTIVA ISLAND BEACH NOURISHMENT

THIS AGREEMENT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT"), whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 and CAPTIVA EROSION PREVENTION DISTRICT, a local government, (hereinafter referred to as the "LOCAL SPONSOR"), whose address is 11513 Andy Rosse Lane, Unit 4, Captiva, Florida 33924, for the project described herein.

WHEREAS, the DEPARTMENT, pursuant to Section 161.091 - Section 161.161, Florida Statutes, provides financial assistance to eligible governmental entities for beach erosion control activities under the Florida Beach Management Funding Assistance Program; and,

WHEREAS, pursuant to 62B-36.005(1)(d), Florida Administrative Code, the LOCAL SPONSOR has resolved to support, serve as local sponsor, has the ability to perform the tasks associated with, and has demonstrated a financial commitment to the beach erosion control project as described herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the DEPARTMENT and the LOCAL SPONSOR do hereby agree as follows:

1. The DEPARTMENT does hereby retain the LOCAL SPONSOR to implement the beach erosion control project known as CAPTIVA ISLAND BEACH NOURISHMENT, (hereafter referred to as the PROJECT), as defined in **Attachment A (Grant Work Plan)**, attached hereto and made a part hereof. The LOCAL SPONSOR does hereby agree to perform such services as are necessary to implement the PROJECT in accordance with the terms and conditions set forth in this Agreement, and all attachments and exhibits named herein that are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" are used interchangeably, and the terms "Grantee", "Recipient" and "Local Sponsor" are used interchangeably.
2. This Agreement shall begin on the last date executed and end on December 31, 2015. Pursuant to Section 161.101 (18), Florida Statutes, work conducted on this PROJECT by the LOCAL SPONSOR or its subcontractor and approved by the Department beginning on or after February 1, 2010, may be eligible for reimbursement by the DEPARTMENT, provided that the PROJECT is approved by the DEPARTMENT. If work identified in the approved Grant Work Plan is completed prior to time allowed in this Agreement, this Agreement may be terminated by formal amendment.
3. The LOCAL SPONSOR shall perform the services in a proper and satisfactory manner as determined by the DEPARTMENT.
4. Any and all equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the LOCAL SPONSOR.
5. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and subject to the release of funds appropriated to the DEPARTMENT.



6. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and all present and future requisite authorizations and environmental permits. The PROJECT consists of the periodic nourishment and monitoring of the Captiva Island segment of the federally authorized Lee County Shore Protection Project. The life of the PROJECT is defined as ten (10) years commencing upon execution of this Agreement and re-initiated upon execution of subsequent amendments to this Agreement for additional funding. The parties expressly agree that the provisions of this paragraph shall survive and be enforceable beyond the expiration date of this Agreement.
7. The LOCAL SPONSOR shall develop a detailed Scope of Work for each eligible PROJECT task, as specified in Table 1 below. It is understood and agreed that the detailed Scope of Work shall include a narrative description of each task, a corresponding detailed budget for each deliverable under that task and a schedule for completion of each task and deliverable. Each Scope of Work shall require approval by the DEPARTMENT as to content, deliverables, and schedule and shall be incorporated into the Grant Work Plan in the form of an approved amendment to this Agreement. The DEPARTMENT may require at least ten percent (10%) of the total cost share for a specified task be forfeited for failure to obtain prior approval, through an executed amendment, from the DEPARTMENT for a specified task.
8. A. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are identified in Table 1 below:

**TABLE 1**

Task #	Eligible Project Tasks	Estimated Project Costs			
		Federal	DEP	Local	Total
<b>2.0</b>	<b>Design and Permitting</b>				
2.1	Design of 2013/14 Nourishment		\$117,781	\$540,949	\$658,730
<b>4.0</b>	<b>Monitoring</b>				
4.1	Year 7 Monitoring		\$60,390	\$277,362	\$337,752
	<b>TOTAL PROJECT COSTS</b>		<b>\$178,171</b>	<b>\$818,311</b>	<b>\$996,482</b>

- B. Changes that transfer funds from one task to another or that increase or decrease the total funding amount will require a formal amendment to the Agreement.
9. The DEPARTMENT has determined that 35.76 percent of the PROJECT cost is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of \$178,171 for this PROJECT or up to 17.88 percent of the non-federal project cost, if applicable, for the specific eligible PROJECT items listed above, whichever is less. To the extent applicable, it is understood and agreed that for portions of the PROJECT which are located within lands owned and managed by the DEPARTMENT's Division of Recreation and Parks, no cost share for construction activities shall be required of the LOCAL SPONSOR, and the PROJECT costs for such portions shall be paid by the DEPARTMENT.
10. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in Table 1 are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible project tasks that exceed the estimated project costs for that task shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated TOTAL PROJECT COSTS shown in Table 1 above, shall be provided through formal amendment to this Agreement.
11. The LOCAL SPONSOR shall perform as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT.

12. The LOCAL SPONSOR agrees to maintain the public beach access sites and public parking spaces, as identified in **Attachment B (Funding Eligibility)**, attached hereto and made a part hereof, for beach use throughout the life of the PROJECT as established under this Agreement. The life of the PROJECT is defined as ten (10) years commencing upon execution of this Agreement and re-initiated upon execution of subsequent amendments to this Agreement for additional funding. If at any time the LOCAL SPONSOR fails to maintain the subject beach access sites and public parking, the LOCAL SPONSOR agrees to reimburse the DEPARTMENT all funds provided by the DEPARTMENT associated with any beach access site and/or parking spaces which are no longer available to the public. All parking must be clearly signed or otherwise designated as public beach access parking.
13. As consideration for the satisfactory completion of the eligible work, identified in Attachment A and approval of the work by the DEPARTMENT, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost reimbursement basis for services rendered. All requests for reimbursement shall be made in accordance with **Attachment C (Contract Payment Requirements)**, attached hereto and made a part hereof, and State guidelines for allowable costs found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>. The LOCAL SPONSOR shall submit a request for reimbursement of funds on the forms provided as **Attachment D (Request for Payment, PARTS I – III)**, attached hereto and made a part hereof. These forms are to be submitted upon completion of the deliverables. These forms shall be certified as accurate by the LOCAL SPONSOR's Project Manager and the LOCAL SPONSOR's Project Financial Officer and submitted to the DEPARTMENT as a payment request. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All requests for the reimbursement of travel expenses shall be based on the travel limits established in Section 112.061, Florida Statutes. A final invoice shall be due no later than thirty (30) days following the completion date of this Agreement. The DEPARTMENT will not release funds for construction activities until such time as all requisite authorizations, environmental permits, and variances, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained. The final payment will not be processed until the match requirement has been met.
14. The DEPARTMENT's Bureau of Beaches and Coastal Systems shall have thirty (30) days after receipt of each request for payment to determine that the work has been accomplished in accordance with the terms and conditions of this Agreement prior to approving the request for payment. It is understood and agreed that any request for payment that requires the DEPARTMENT to request additional information of the LOCAL SPONSOR shall stop time for the DEPARTMENT's review period and the clock will not resume until such information is received as requested by the DEPARTMENT. Upon approval of the request for payment, the DEPARTMENT shall disburse the funds due to the LOCAL SPONSOR less ten (10) percent, which shall be retained on account. The cumulative amount retained for each eligible Task Scope of Work shall be disbursed to the LOCAL SPONSOR upon notification to the DEPARTMENT with an executed notice of completion **Attachment E (Project Completion Certification)** and after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement, all applicable DEPARTMENT permits and the applicable Scope of Work for said task. The DEPARTMENT will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to this Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, the LOCAL SPONSOR must provide the information described in this paragraph within thirty (30) days of such request. If applicable, the LOCAL SPONSOR may also be required to submit a cost allocation plan to the DEPARTMENT in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).
15. For the duration of this Agreement, the LOCAL SPONSOR shall submit to the DEPARTMENT's Project Manager on a quarterly basis, **Attachment D (Project Progress Report, Part III)**, as updates to the project schedule, no later than thirty (30) days following the completion date of the quarterly reporting period in which the project is underway. The term "quarterly" shall reflect the calendar

quarters ending March 31, June 30, September 30, and December 31. Progress reports may be required to be submitted electronically in an .MPP or tab delimited .TXT format. Information provided shall be the best available and shall represent the most accurate forecast of future events. Specific information to be included in the quarterly report: tasks to be completed, start and finish dates, task duration, and actual start and finish dates with actual task duration. In cases where no reimbursement is sought for a given quarter, all applicable portions of the progress report must still be completed and submitted. The timely submittal of these quarterly reports will result in points for the ranking of future projects under the Beach Management Funding Assistance Program.

16. Upon completion of a task or the PROJECT, the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as **Attachment E (Project Completion Certification)**. A final PROJECT certification inspection shall be made by the DEPARTMENT within sixty (60) days after the PROJECT is certified complete by the LOCAL SPONSOR.
17. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapter 287, and Chapter 161.101(17), Florida Statutes, which are expressly made a part of this Agreement and incorporated herein by reference as if fully set forth.
18. The applicable provisions of Chapter 161, Florida Statutes, entitled "Beach and Shore Preservation", and any rules promulgated there from, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.
19. The LOCAL SPONSOR's Project Manager for all matters is Kathleen Rooker, Phone: (239) 472-2472. The DEPARTMENT's Project Manager for all technical matters is Vince George, Phone: (850) 413-7783 and the DEPARTMENT's Grant Program Administrator for all administrative matters is Dena VanLandingham, Phone: (850) 922-7711. The LOCAL SPONSOR will be notified in writing of any changes to the DEPARTMENT's Project Manager information. All matters shall be directed to the appropriate persons for action or disposition.
20. 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, Florida Statutes.
21.
  - A. The DEPARTMENT may terminate this Agreement at any time in the event of the failure of the LOCAL SPONSOR to fulfill any of its obligations under this Agreement. Prior to termination, the DEPARTMENT shall provide ten (10) days written notice of its intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination.
  - B. The DEPARTMENT may terminate this Agreement without cause and for its convenience by giving thirty (30) days written notice to the LOCAL SPONSOR. Notice shall be sufficient if delivered personally or by certified mail to the address set forth in this Agreement.
22. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Project Managers at the addresses below.

LOCAL SPONSOR

Kathleen Rooker  
11513 Andy Rosse Lane, Unit 4  
Captiva, Florida 33924  
Phone (239) 472-2472  
mycepd8@gmail.com

DEPARTMENT

Dena VanLandingham, Grant Program  
Administrator  
Department of Environmental Protection  
Bureau of Beaches and Coastal Systems  
3900 Commonwealth Blvd., MS 300  
Tallahassee, Florida 32399-3000  
(850) 922-7711  
Dena.vanlandingham@dep.state.fl.us

Any changes to the contact information shown above or in paragraph 19 must be reduced to writing in the form of a Change Order to this Agreement.

23. This Agreement may be unilaterally canceled by the DEPARTMENT for refusal by the LOCAL SPONSOR to allow public access to all documents, papers, letters, or other material made or received by the LOCAL SPONSOR in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
24. The LOCAL SPONSOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles 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 years following Agreement completion. In the event any work is subcontracted, the LOCAL SPONSOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
25.
  - A. In addition to the requirements of the preceding paragraph, the LOCAL SPONSOR shall comply with the applicable provisions contained in **Attachment F (Special Audit Requirements)**, attached hereto and made a part hereof. **Exhibit 1 to Attachment F** summarizes the funding sources supporting the Agreement for purposes of assisting the LOCAL SPONSOR in complying with the requirements of **Attachment F**. A revised copy of Exhibit 1 must be provided to the LOCAL SPONSOR for each amendment that authorizes a funding increase or decrease. If the LOCAL SPONSOR fails to receive a revised copy of Exhibit 1, the LOCAL SPONSOR shall notify the DEPARTMENT's Grant Program Administrator at 850/922-7711, to request a copy of the updated information.
  - B. The LOCAL SPONSOR is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The LOCAL SPONSOR shall consider the type of financial assistance (federal and/or state) identified in **Attachment F, Exhibit 1** when making its determination. For federal financial assistance, the LOCAL SPONSOR shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_\_.210 for determining whether the relationship represents that of a sub recipient or vendor. For state financial assistance, the LOCAL SPONSOR 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>

The LOCAL SPONSOR should confer with its chief financial officer, or audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.

- C. In addition, the LOCAL SPONSOR agrees to complete and submit the **Attachment G (Certification of Applicability to Single Audit Act Reporting)**, attached hereto and made a part hereof, within four (4) months following the end of the LOCAL SPONSOR's fiscal year. Attachment I should be submitted to the DEPARTMENT's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.
26. In accordance with Section 216.347, Florida Statutes, the LOCAL SPONSOR is hereby prohibited from using funds provided by this Agreement for the purposes of lobbying the Legislature, the judicial branch or a state agency.
  27. The LOCAL SPONSOR covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
  28. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
  29. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party. Nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
  30. To the extent required by law, the LOCAL SPONSOR will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. In the case any work is subcontracted, the LOCAL SPONSOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the LOCAL SPONSOR. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the LOCAL SPONSOR shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
  31. The LOCAL SPONSOR warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida Law, and that such self-insurance offers protection applicable to the LOCAL SPONSOR's officers, employees, servants and agents while acting within the scope of their employment with the LOCAL SPONSOR. The DEPARTMENT shall have no liability except as specifically provided in this Agreement.
  32. The LOCAL SPONSOR recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.
  33. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

34. A. No person, on the grounds of race, creed, color, national origin, age, sex, 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.
- B. An entity or affiliate who has been placed on the discriminatory vendor list maintained by the Florida Department of Management Services may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
35. A. The accounting systems for all LOCAL SPONSORS must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. LOCAL SPONSORS 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 LOCAL SPONSOR's, or subrecipient's, accounting system cannot comply with this requirement, the LOCAL SPONSOR, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- B. If the DEPARTMENT finds that these funds have been commingled, the DEPARTMENT shall have the right to demand a refund, either in whole or in part, of the funds provided to the LOCAL SPONSOR under this Agreement for non-compliance with the material terms of this Agreement. The LOCAL SPONSOR, upon such written notification from the DEPARTMENT shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the 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 the DEPARTMENT by the LOCAL SPONSOR to the date repayment is made by the LOCAL SPONSOR to the DEPARTMENT.
- C. In the event that the LOCAL SPONSOR recovers costs, incurred under this Agreement and reimbursed by the DEPARTMENT, from another source(s), the LOCAL SPONSOR shall reimburse the DEPARTMENT for all recovered funds originally provided under this Agreement. 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 payment(s) are recovered by the LOCAL SPONSOR to the date repayment is made to the DEPARTMENT by the LOCAL SPONSOR.

36. A. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT's Project Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The LOCAL SPONSOR shall submit a copy of the executed subcontract to the DEPARTMENT within ten (10) days after execution. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The LOCAL SPONSOR will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, F.S.
- B. 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 of Florida. 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.
37. When applicable, the LOCAL SPONSOR shall also notify the DEPARTMENT's Project Manager of the selection of an intended subcontractor for a construction task and provide a tabulation list from which the intended subcontractor was selected. The LOCAL SPONSOR shall also provide the bid form for the successful bidder. The LOCAL SPONSOR shall select eligible consultants licensed to offer services in the State of Florida for studies, design and permitting and monitoring tasks in accordance with Chapter 287, F. S. Upon the DEPARTMENT's request, the LOCAL SPONSOR shall furnish copies of the respective solicitation documents. Solicitation documents include, but are not limited to, the solicitation and responses thereto, the bid tabulations, and the resulting contract(s), including a detailed Scope of Work.
38. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
39. The DEPARTMENT may at any time, by written order designated to be a change order, make any change in the Project Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the LOCAL SPONSOR's cost or time, shall require formal amendment to this Agreement. Minor modifications which will be handled with a change order include notification of a change in Project Manager, modification of deliverable due dates when such change does not involve an extension, and modifying the Project Work Plan when such modifications would not involve a decrease/increase in cost or an extension of the performance period of this Agreement.
40. The LOCAL SPONSOR shall comply with all applicable federal, state and local rules and regulations in providing services to the DEPARTMENT under this Agreement. The LOCAL SPONSOR acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The LOCAL SPONSOR further agrees to include this provision in all subcontracts issued as a result of this Agreement.

41. The LOCAL SPONSOR shall obtain from each owner of upland property, which is adjacent to the erosion control project, a sufficient property interest in order to construct, maintain, monitor, and repair the erosion control project prior to entering each individual property to conduct such activities.
42. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the LOCAL SPONSOR shall promptly notify the DEPARTMENT orally. Within seven (7) days, the LOCAL SPONSOR shall notify the DEPARTMENT in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the LOCAL SPONSOR's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the DEPARTMENT may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure. Such agreement shall be confirmed by letter from the DEPARTMENT accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the LOCAL SPONSOR and/or the DEPARTMENT. The LOCAL SPONSOR is responsible for the performance of all services issued under this Agreement. Failure to perform by the LOCAL SPONSOR's consultant(s) or subcontractor(s) shall not constitute a force majeure event.
43. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
44. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, the day and year last written below.

CAPTIVA EROSION PREVENTION DISTRICT

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

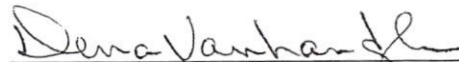
By: \_\_\_\_\_  
Title: Chair

By: \_\_\_\_\_  
Secretary or designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FEID No. 59-2349452

  
Department of Environmental Protection  
Grant Program Administrator

APPROVED as to form and legality:

  
Department of Environmental Protection  
Attorney

\_\_\_\_\_  
Local Sponsor's Attorney  
(if necessary)

\*If someone other than the Chair signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County/City must accompany the agreement.

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (2 pages)
Attachment	B	Funding Eligibility (1 page)
Attachment	C	Contract Payment Requirements (1 page)
Attachment	D	Request For Payment, Parts I - III (3 pages)
Attachment	E	Project Completion Certification (1 page)
Attachment	F	Special Audit Requirements (5 pages)
Attachment	G	Certification of Applicability to Single Audit Act Reporting (3 Pages)

**ATTACHMENT A  
GRANT WORK PLAN**

<b>Project Title:</b> Captiva Island Beach Nourishment
<b>Project Location:</b> The project includes 4.8 miles, between DEP Monuments R-84 - 109 in Lee County, FL.
<b>Project Background:</b> The original restoration was constructed in 1981. The Captiva Island portion of the project is also included in the federal Lee County Shore Protection Project. Nourishment projects were completed in 1989, 1996 and 2006.
The PROJECT shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable DEPARTMENT permits and the eligible project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standard technical specifications contained in the DEPARTMENT'S Monitoring Standards for Beach Erosion Control Projects (2004) and Geographic Information System Guidelines, unless otherwise specified in the approved Scope of Work (herein after referred to as SOW) for an eligible PROJECT item. The monitoring standards and GIS guidelines may be found at <a href="http://www.dep.state.fl.us/beaches/publications/pdf/standard.pdf">http://www.dep.state.fl.us/beaches/publications/pdf/standard.pdf</a> and <a href="http://depnet/gis/geodata/index.htm">http://depnet/gis/geodata/index.htm</a> . One (1) hard copy and one (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the DEPARTMENT, unless otherwise specified.
<p><b>Project Description:</b></p> <p>The deliverables listed below are to be completed and approved by the DEPARTMENT by the due date listed.</p> <p><b>2.0 DESIGN AND PERMITTING</b></p> <p>Professional services required for engineering and design, obtaining environmental permits and other authorizations and the preparation of plans and specifications for beach nourishment. This item specifically excludes permit application fees or any other fees paid to the State of Florida.</p> <p><b>Performance standard:</b> All deliverables, reports, and monitoring results will be circulated to the DEPARTMENT for review and comment. When comments are received from the DEPARTMENT affirming that the deliverable is acceptable, payment will be authorized.</p> <p><b>Financial Consequence:</b> Any work product that does not meet the Performance Standard will not be eligible for reimbursement.</p> <p><b>2.1 Design and Permitting of the Restoration</b></p> <p>Design and permitting to include engineering analysis, numerical modeling and sediment budget updates, engineering plans, specifications and permit drawings, permitting/regulatory authorizations through receipt of Agency action.</p> <p>Deliverable A: Design of the 2013-14 Nourishment  <i>Scopes of work added under this task must be approved by Bureau staff. No portion of these funds may be expended until an amendment is executed per contract terms.</i>            Total cost \$658,339 (DEP cost \$117,781). Due date December 31, 2015.</p>

#### 4.0 Monitoring

A monitoring program conducted in accordance with the requirements specified in any and all permits issued by the Department and the US Army Corps of Engineers. A monitoring plan must be submitted and approved in writing by the Department prior to the initiation of monitoring activities. The plan shall be developed in a manner that will coordinate the monitoring activities with the Department's Regional Coastal Monitoring Program.

**Performance standard:** All deliverables, reports, and monitoring results will be circulated to the Department for review and comment. When comments are received from the Department affirming that the deliverable is acceptable, payment will be authorized.

**Financial Consequence:** Any work product that does not meet the Performance Standard will not be eligible for reimbursement.

#### 4.1 Year 7 Monitoring

Deliverable A: Seventh year post construction physical monitoring reports.  
*Scopes of work added under this task must be approved by Bureau staff. No portion of these funds may be expended until an amendment is executed per contract terms.*  
Total cost \$337,752 (DEP cost \$60,390)  
Due date December 31, 2015.

**All Tasks are Contractual Services.**

## ATTACHMENT B

### FUNDING ELIGIBILITY

#### CAPTIVA ISLAND BEACH NOURISHMENT

Project Boundary: R84 – R109  
Approximate Shoreline Length: 25,100 FEET

Project Boundary: R84 – R109  
Approximate Shoreline Length: 25,100 FEET

#### **Eligibility: Access Points and Public Lodging Establishments: Captiva Island**

Location/Name	Address	R-Mon	Type of Access	Width of Access/ Frontage	Total units or parking spaces	Public Units or Parking Spaces	Eligible shoreline (ft) from parking	Eligible shoreline
South Seas Resort Hotel		R84-R86	Hotel	2129	107	107	0	2129
Resort Condo*		R87-R89	Condos	1220	849	371	0	533
Resort Condo*		R90-93.5	Condos	3243	849	371	0	1417
Resort Public Access		R93.5	Secondary	293	39	39	2059	2352
Andy Ross Road		R94.6	Secondary	50	0	0	0	50
Jensen's		R96	Hotel	250	0	0	0	250
Tween Waters		R99	Hotel	800	137	137	0	800
Turner Park		R109	Secondary	126	41	41	1320	1446
								8977

\* Condominiums on South Seas Resort total 849 units with 371 available to the public. Entries are divided into two listings, as they are separated by single family dwellings.

Eligible Shoreline Length: 8,977 feet  
Captiva Project Length: 25,100 feet

Percent eligible for state funding: 35.76%

**FY 2012-2013 TDC Beach & Shoreline Funding Recommendations**

	Amount Requested	TDC Recommendation
<b>Lee County Natural Resources</b>		
Beach Renourishment Trust Fund	2,000,000	2,000,000
<b>City of Bonita Springs</b>		
Hickory Island Beach Renourishment	260,000	0
Bonita Springs River Park Maintenance	34,700	25,645
Bonita Springs River Park - Boardwalks & Shell Paths	200,000	57,500
<b>Captiva Erosion Prevention District</b>		
Captiva Island Beach Performance Survey	23,000	23,000 <sup>1</sup>
Hagerup Beach Facility Maintenance	21,284	21,284
<b>City of Cape Coral</b>		
Yacht Club Beach Maintenance	35,000	35,000
Four Mile Cove Ecological Preserve Maintenance	34,000	34,000
Sirenia Vista Park Shoreline Improvements	191,721	191,721
<b>Town of Fort Myers Beach</b>		
Beach & Shoreline Maintenance	661,853	581,782
Newton Park Shade Structures	30,000	0
Public Bay and Beachside Access Improvements	209,396	0
<b>City of Sanibel</b>		
Facility/Beach Maintenance	1,090,900	1,090,900
Dune Walkover Repairs & Lookout Replacements	71,000	71,000
Public Beach Access Dune Protection	21,000	10,000 <sup>2</sup>
Beach Erosion Monitoring	40,000	40,000
<b>Lee County Facilities Management</b>		
Capitalized Beach Front Park Maintenance	50,000	50,000
Boardwalk Deck Improvements	20,000	20,000
<b>Lee County Parks and Recreation</b>		
Operation Beach & Shoreline Maintenance	1,584,200	1,584,200
Emergency Beach Cleanup	300,000	0 <sup>3</sup>
Crescent Beach Family Park Restrooms	70,000	0
<b>Lee County Construction &amp; Design</b>		
Manatee Park Canal Bank Reinforcement	145,000	145,000
Caloosatchee Regional Park Shoreline Stabilization	200,000	200,000
<b>Florida DEP/Carl E. Johnson/Lovers Key State Park</b>		
North Pedestrian Crossover Renovation	27,000	27,000
<b>Florida DEP/Gasparilla Island State Park</b>		
Boardwalk Replacement	84,000	84,000
<b>TOTAL REQUESTED</b>		<b>7,404,054</b>
		<b>6,292,032</b>

\*Project funding contingent on approval by Lee County Board of County Commissioners

<sup>1</sup> Funding contingent on CEPD requesting exemption for DEP for pre-construction survey.

<sup>2</sup> Request reduced by Sanibel City Manager

<sup>3</sup> Request Withdrawn

## FY 2012-2013 TDC Beach & Shoreline Funding Recommendations

		Funding Available:	6,051,216
		Amount Requested	TDC Recommendation
LN-1	Beach Renourishment Trust Fund	2,000,000	2,000,000
BS-2	Hickory Island Beach Renourishment	260,000	0
CE-2	Captiva Island Beach Performance Survey	23,000	23,000
BS-1	Bonita Springs River Park Maintenance	34,700	25,645
CE-1	Hagerup Beach Facility Maintenance	21,284	21,284
CC-1	Yacht Club Beach Maintenance	35,000	35,000
CC-2	Four Mile Cove Ecological Preserve Maintenance	34,000	34,000
F-1	Beach & Shoreline Maintenance	661,853	581,782
S-1	Facility/Beach Maintenance	1,090,900	1,090,900
S-2	Dune Walkover Repairs & Lookout Replacements	71,000	71,000
LF-1	Capitalized Beach Front Park Maintenance	50,000	50,000
LF-2	Boardwalk Deck Improvements	20,000	20,000
LP-1	Operation Beach & Shoreline Maintenance	1,584,200	1,584,200
LP-3	Emergency Beach Cleanup	300,000	0 <sup>2</sup>
LC-1	Manatee Park Canal Bank Reinforcement	145,000	145,000
LC-2	Caloosatchee Regional Park Shoreline Stabilization	200,000	200,000
LK	North Pedestrian Crossover Renovation	27,000	27,000
BS-3	Bonita Springs River Park - Boardwalks & Shell Paths	200,000	57,500
CC-3	Sirenia Vista Park Shoreline Improvements	191,721	191,721
F-2	Public Bay and Beachside Access Improvements	209,396	0
F-3	Newton Park Shade Structures	30,000	0
S-4	Public Beach Access Dune Protection	21,000	10,000 <sup>3</sup>
GI	Boardwalk Replacement	84,000	84,000
LP-2	Créscent Beach Family Park Restrooms	70,000	0
S-3	Beach Erosion Monitoring	40,000	40,000
<b>TOTAL REQUESTED</b>		<b>7,404,054</b>	<b>6,292,032</b>
		Fund Balance:	-240,816

1 Funding contingent on CEPD requesting waiver from DEP

2 Request Withdrawn

3 Sanibel reduced request to \$10,000 during workshop

Captiva Erosion Prevention District  
 Analysis of Legal Fees Paid  
 December 1, 2011 - May 31, 2012

Date Paid	Invoice #	Check #	Amount	Communications Re: Rules & Procedure	Research & review Re: Public Records	Research Re: Election	Review Emergency Plan Update	Research Re: Sunshine Laws	Review & Communications Re: Interlocal Agreement	Research Re: Authorizing Legislation	Review & Communication Re: DEP Permit	Miscellaneous Office Expenses
12/5/2011	3168	1705	579.20		35.00				542.50			1.70
3/7/2012	3354	1757	332.80							105.00	227.50	0.30
4/4/2012	3417	4540	52.82								52.50	0.32
1/5/2012	3222	4381	1,347.50	52.50				175.00	1,120.00			
2/6/2012	3293	4402	998.34	997.50								0.84
5/7/2012	3433	4555	2,523.50	910.00	280.00	87.50	665.00			560.00		21.00
			<b>\$ 5,834.16</b>	<b>1,960.00</b>	<b>315.00</b>	<b>87.50</b>	<b>665.00</b>	<b>175.00</b>	<b>1,662.50</b>	<b>665.00</b>	<b>280.00</b>	<b>24.16</b>