

MINUTES OF THE REGULAR MEETING OF THE CAPTIVA EROSION PREVENTION DISTRICT HELD THURSDAY, OCTOBER 9, 1997 AT 4:30 P.M. IN THE CAPTIVA COMMUNITY CENTER COMPLEX

PRESENT: STEPHEN CUTLER CHAIRMAN
 DORIS BOWEN VICE CHAIRMAN
 DAVE JENSEN SECRETARY

Commissioner Ronald was unable to attend the meeting.

Also Present: Alison Hagerup, Administrator

1. APPROVAL OF MINUTES

Commissioner Bowen moved to adopt the minutes of the regular meeting and tentative budget hearing of September 11, 1997. Commissioner Jensen seconded the motion which was approved in a 3-0 vote.

Commissioner Bowen moved to adopt the minutes of the Final Budget Hearing and Emergency Meeting of September 25, 1997. Commissioner Jensen seconded the motion which was approved in a 3-0 vote.

2. PUBLIC COMMENT

There was no public present.

3. ADMINISTRATOR'S REPORT

Hagerup reported that both state and federal funds had been received for the project, and that she needed to prepare the county rebate. The Board asked her to wait until after the November meeting so they could discuss presentation plans.

The administrator could not give a financial report as the office was in the middle of changing from one fiscal year's budget to the next, and the budget comparisons contained last year's budget. She said she would have a full report in November.

Hagerup said that the engineers for Redfish Pass would be meeting again soon, and Tom Campbell would report in person in November.

The Board reviewed correspondence from Burke, Weaver & Prell recommending that they foreclose its special assessment liens under the summary procedure for the foreclosure of mortgages, and decided to follow the attorney's recommendations.

The Chairman signed an amendment to the interlocal agreement with the Lee County Tax Collector allowing the District to pursue foreclosure on outstanding assessments.

The Board decided to do nothing at this time regarding codification of its enabling legislation, preferring to wait for further legislative communication on the matter.

Hagerup presented a lease between the CCA and CEPD for review, and the Board made several changes and moved its adoption as amended.

Commissioner Jensen moved to approve the 5 year lease between the CEPD and CCA for office space for a monthly rent of \$658 per month, with a 3% cost of living increase each year. Commissioner Bowen seconded the motion which was approved in a 3-0 vote.

4. OLD BUSINESS

The administrator was asked if she had contacted Gary Price to discuss the billing for monitoring. Hagerup said no, but she would soon.

5. NEW BUSINESS

The Board agreed that Alison Hagerup should represent the CEPD on the Redfish Pass Inlet Management Plan Technical Review Committee.

The meeting adjourned at 6:10.

LEASE AGREEMENT

This LEASE AGREEMENT made on the _____ day of October 1997, by and between CAPTIVA CIVIC ASSOCIATION INC., (CCA) hereinafter called the "LANDLORD" and CAPTIVA EROSION PREVENTION DISTRICT, (CEPD) a political subdivision of the State of Florida, hereinafter called the "TENANT".

WITNESSETH:

That the Landlord, for and in consideration of the restrictions and covenants herein contained, hereby lease to the Tenant, and the Tenant hereby agrees to hire from the Landlord, the premises described as follows:

An exclusive office area (288 square feet) located in the Southeast Office portion of the CAPTIVA CIVIC CENTER complex located at 11550 Chapin Lane, Captiva Island, Florida, together with limited use of CCA Civic Center Complex facilities per provisions specified below:

A) MEETING HALL

Reserved exclusively the second Thursday of every month beginning at 4:00 P.M. by Tenant for general CEPD business meetings. Tenant agrees to return the room to the condition in which it was found on completion of use. Additional MEETING HALL use is available to Tenant with prior notification to, and expressed approval thereafter, of CCA CIVIC CENTER MANAGER or designate.

B) CCA CONFERENCE ROOM

Tenant may have unlimited use of the CCA Conference Room (a.k.a. Board Room) located in the Northeast office wing portion of the CAPTIVA CIVIC CENTER Complex upon availability and advance scheduling with the CCA CIVIC CENTER MANAGER or designate.

C) KITCHEN

Tenant may utilize kitchen facilities as necessary during regular CEPD meetings and regular office hours.

D) RESTROOMS

Available to Tenant as necessary.

E) STORAGE

Tenant is provided lockable storage area (84 square feet) located in the rear storage room of the CIVIC CENTER COMPLEX. Tenant is responsible for content security. Contents may not include any hazardous materials.

To have and to hold unto said Tenant for a term up to five years, commencing November 1st, 1997 and terminating October 31st, 2002 for a total base rate of \$7,896.00 for the first year (\$658.00 per month).

The remaining four years lease payments shall be increased annually in the amount of and to reflect, the last announced increase in the Federal Government's Consumer Price Index. 1997 shall be the base year for the purposes of calculating price increases.

Lease payments are payable in advance of the first day of every month at P. O. Box 778, Captiva, FL 33924 or at such other place and to such other person as the Landlord may from time to time designate in writing.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE OF DEMISED PREMISES

The area of the demised premises shall be used by the TENANT for the performance of CEPD business by CEPD, departments, agencies and authorities and for the performance of work incidental thereto, which will necessarily entail services performed by the general public.

ARTICLE II
CONDITION OF PREMISES

The Landlord, at its own expense, shall cause the demised premises to be in a state of good repair and suitable for usage by the Tenant at the commencement of this Lease. Subject to the above, the Tenant hereby accepts the premises in the condition they are in at the beginning of this Lease.

ARTICLE III
UTILITIES

The Tenant, during the term hereof, shall pay all charges for electricity and phone services. Tenant to maintain its own electric service utility account.

ARTICLE IV
MAINTENANCE

The Landlord agrees to maintain and keep in good repair, condition and appearance, during the term of this Lease, or of any extension or renewal thereof, the exterior of the building, and the air conditioning system.

Upon failure of the Landlord to effect repairs, pursuant to this Lease, after thirty (30) days written notification to do so by the Tenant, the Tenant may cause the repairs to be made and deduct their cost from the rental payments due and to become due until in each instance the Tenant has fully recovered such costs in accordance with audited costs of repair furnished by the Tenant to the Landlord.

The Tenant shall be responsible for the interior of the demised exclusive use office premises.

ARTICLE V
ALTERATIONS BY TENANT

The Tenant may not make any alterations, additions or improvements in or to the premises without the written consent of the Landlord. All additions, fixtures or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the premises) shall be and remain a part of the premises at the expiration of this Lease. Subject to the above, any carpeting and removable partitions installed by the Tenant within the demised premises shall remain the Tenant's property and may be removed by the Tenant upon the expiration of the Lease Agreement or any renewal or cancellation thereof.

ARTICLE VI
DESTRUCTION OF PREMISES

In the event the demised premises should be destroyed or so damaged by fire, windstorm or other casualty to the extent that the demised premises are rendered untenable or unfit for the purpose of the Tenant, either party may cancel this Lease by the giving of written notice to the other: however, if neither party shall exercise the foregoing right of cancellation within thirty (30) days after the date of such destruction or damage, the Landlord shall cause the building and demised premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation the Tenant shall be liable for rents only until the date of such fire, windstorm or other casualty. In the event of partial destruction, which shall not render the demised premises wholly untenable, the rents shall be proportionately abated in accordance with the extent to which the Tenant shall be deprived of use and occupancy. The Tenant shall not be liable for rent during such period of time as the premises shall be totally untenable by reason of fire, windstorm or other casualty.

ARTICLE VII
HANDICAPPED

The Landlord agrees that the demised premises shall, at Landlord's expense, be brought into conformance with the requirements of Section 255.21, Florida Statutes, providing Standards for Special Facilities for the Physically Disabled.

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the premises above described shall be at the risk of the Tenant or the owner thereof. The Landlord shall not be liable to Tenant for any damage to said personal property unless caused by or due to negligence of Landlord, Landlord's agents or employees.

ARTICLE IX
SIGNS

Exterior signs will be of the design and form of letter to be first approved by the Landlord, the cost of painting to be paid by the Tenant. All signs shall be removed by Tenant at termination of this Lease and any damage or unsightly condition caused to building because of or due to said signs shall be satisfactorily corrected or repaired by Tenant.

ARTICLE X
LANDLORD'S RIGHT OF WAY

Upon 24 Hours notice, Landlord, or any of it's agents, shall have the right to enter said premises during all reasonable working hours to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof of said building or to exhibit said premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of this Lease.

If entry is required at other than working hours, Landlord will provide the Tenant reasonable notice of 24 hours or less than 24 hours notice with Tenant's concurrence. In the case of emergencies only, there will be no notice required by the Landlord.

ARTICLE XI
LIABILITY FOR DAMAGE OR INJURY

The CEPD shall not be liable for any damage or injury which may be sustained by any party or person on the demised premises other than the damage or injury caused solely by the negligence of CEPD.

ARTICLE XII
PEACEFUL POSSESSION

Subject to the term, conditions and covenants of this Lease, Landlord agrees that Tenant shall and may peaceably have, hold and enjoy the premises above described, without hindrance or molestation by Landlord.

ARTICLE XIII
SURRENDER OF PREMISES

Tenant agrees to surrender to Landlord, at the end of the term of this Lease or any extension thereof, said leases premises in as good condition as said premises were at the beginning of the term of this Lease, ordinary wear and tear and damage by fire and windstorm or other Acts of God, excepted.

ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS

The CEPD does hereby agree to indemnify and save the Landlord Harmless, to the extent of the limitations included within Florida Statutes, Section 768.28, from any and all claims, liability, losses and causes of actions which may arise solely as a result of the CEPD's negligence; however, nothing in this Section shall indemnify the Landlord for any liability or claim arising out of the negligence performance or failure or performance required of the Landlord or as a result of the negligence of any third party.

ARTICLE XV
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings contained in this Lease shall extend to and be

binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XVI
SUBORDINATION

The Tenant covenants that this Lease is and at all times shall be subject and subordinate to the lien or any mortgages now existing or which the Landlord or any subsequent owner of the demised premises shall making covering said demised premises, or the building of which said premises are a part, and to any and all advances made or to be made under said mortgage and to the interest thereon.

ARTICLE XVII
OPTION TO RENEW

Provided this Lease is not otherwise in default, the Tenant, through its CEPD BOARD of COMMISSIONERS or their designee, is hereby granted the option to extend this lease for one renewal period upon price and terms to be negotiated thirty days prior to the expiration of this Lease.

ARTICLE XVIII
CANCELLATION

The Tenant, through its Board of Commissioners or their designee, shall have the right to cancel this Lease Agreement at any time by giving the Landlord at least Sixty (60) days written notice prior to its effective date.

ARTICLE XIX
NOTICES

It is understood and agreed between the parties hereto that written notice addressed to Tenant and mailed or delivered to the CAPTIVA EROSION PREVENTION BOARD OF COMMISSIONERS, P.O. Box 365, Captiva, Florida, 33924, shall constitute sufficient notice to the Tenant, and written notice addressed to Landlord, and mailed or delivered to the address of the Landlord, Captiva Civic Association, P.O. Box 778, Captiva, Florida 33924, shall constitute sufficient notice to the Landlord, to comply with the terms of this Lease. Notices provided herein in this paragraph shall include all notices required in this Lease or required by law.

ARTICLE XXI
WRITTEN AGREEMENT

This Lease Agreement supersedes any existing current written lease agreement between Landlord and Tenant. This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the CCA BOARD of GOVERNORS.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this LEASE AGREEMENT to be executed by their respective and duly authorized officers the day and year first above written.

CAPTIVA CIVIC ASSOCIATION INC.

Witness

CCA PRESIDENT or DESIGNATE

CAPTIVA EROSION PREVENTION DISTRICT

Witness

CEPD CHAIRPERSON

10/13/97 CEPD/CCA LEASE.doc