



## Captiva Erosion Prevention District

April 13<sup>th</sup>, 2020 Board Meeting

Date: Monday, April 13<sup>th</sup>, 2020

Time: 1:00 p.m.

Location: Remote Via Zoom Meeting



## Captiva Erosion Prevention District

### Board Meeting Agenda

Date: Monday, April 13<sup>th</sup>, 2020

Time: 1:00 p.m.

Location: Remote Via Zoom Meeting

Instructions: **VIRTUAL MEETING**. You can remotely attend the virtual April Board Meeting Monday, 4.13.2020 at 1 PM through any computer device or phone type.

Please follow the instructions below to attend the remote Board Meeting. Join Zoom Meeting on Any Computer, or smartphone, at the following link:

<https://zoom.us/j/2904853030?pwd=VDJETWpXQnVXNGJWd1VhU1F5ZlF4QT09>

Meeting ID: 290 485 3030

Password: 4.13.2020 or

Join Zoom Meeting telephonically on any phone at the phone number:

+1 301 715 8592

Meeting ID: 290 485 3030

Password: 552803.

- I. Call To Order**
- II. Roll Call**
- III. Approval Of Minutes March 9<sup>th</sup>, 2020 CEPD Board Meeting**
- IV. Approval Of Minutes For March 19<sup>th</sup>, 2020 CEPD Emergency Meeting COVID-19**
- V. Public Comments**
- VI. Financial Reports March 2020**
- VII. Discussion Items**
  - a) **Virtual Board Meetings/Rules Of Procedures**
  - b) **Beach Brief 003-20 Beach Survey**
  - c) **Public Comments From Beach Brief 003-20 Beach Survey**
  - d) **CEPD Emergency Resolution 2020-2 COVID-19**
  - e) **Administrative Report**
  - f) **TDC Report**
  - g) **APTIM Contract**
- VIII. New Business**
- IX. Adjournment**

In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring any additional reasonable accommodation to participate in this meeting should call Kimmy Foulds CEPD Assistant Administrator at phone 239.472.2472 or email a written request to [kimmy@mycepd.com](mailto:kimmy@mycepd.com).

ONE OR MORE ELECTED OR APPOINTED OFFICIALS MAY BE IN ATTENDANCE AT THIS MEETING.

Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the CEPD to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense.



# Captiva Erosion Prevention District

April 13<sup>th</sup>, 2020 Board Meeting

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## **Captiva Erosion Prevention District Board Meeting Minutes**

March 9<sup>th</sup>, 2020

### **I. Call To Order**

Chairman Mike Mullins called to order the regular meeting of the Captiva Erosion Prevention District (CEPD) at 1:00 p.m. on March 9<sup>th</sup>, 2020 at South Seas Island Resort, Alpha Cone Room in Captiva, Florida.

### **II. Roll Call**

Chairman Mike Mullins conducted a roll call.

The following persons were present:

Commissioners: Chairman Mike Mullins, Vice Chairman Bob Walter, Secretary Harry Kaiser and Treasurer Richard Pyle.

CEPD Staff: Administrator Joe Wagenti and Assistant Administrator Kimmy Foulds.

The following person was excused:

Commissioner Michael Lanigan.

The following person was present to represent CEPD: Jason Smith, from WWRE firm, as the CEPD CPA.

The following person was present: Ralf Brookes, Attorney.

The following person was present as representation of the Sanibel/Captiva Road Protection project:

Joel Caouette from the City of Sanibel.

The following person was present to represent Captiva Island Historical Society: President Tom Libonate.

### **III. Approval Of Minutes From February 10<sup>th</sup>, 2020 Board Meeting Minutes**

Secretary Harry Kaiser motioned to accept the minutes as printed. Chairman Mike Mullins seconded the motion. Motion to accept the February 10<sup>th</sup>, 2020 Board meeting minutes passed unanimously.

### **IV. Discussion Items**

#### **a) February 2020 Financial Reports:**

Treasurer Richard Pyle pointed out the balances were reflective in the general and capital accounts; and the reports are still looking good, getting information to serve the Commissioners.

CEPD CPA, Jason Smith, from WWRE firm, informed the Board he eliminated to do and to from columns in the previous financial reports to pull accounts together.

Discussions transpired pertaining to invoices, reimbursements, projects, operating expenses, vendors, capital and general accounts.

#### **b) Documentary Discussions:**

Chairman Mike Mullins started a general discussion about how the documentary developed two (2) years ago. He mentioned the documentary is 38 minutes long, very informative and is an opportunity to educate the community.

Chairman Mike Mullins invited Tom Libonate, President of the Captiva Island Historical Society, to speak on behalf of the documentary. Chairman Mike Mullins stated CEPD was asked to pay half of the \$20,000 costs for the documentary; and CEPD could edit, reduce and share the documentary with the public.

Secretary Harry Kaiser added that the documentary is groundwork, CEPD could use the documentary and definitely motioned to pay \$10,000.00. Chairman Mike Mullins seconded the motion, which passed unanimously.

Tom Libonate, President of the Captiva Island Historical Society, ensured that CEPD would have compensation content to the documentary but not the use of the name of the documentary, Sands of Time. Mr. Libonate pointed out that the title is a trademark by Captiva Island Historical Society and Captiva Island Historical Society owns the documentary with all copy rights. Details of the documentary were communicated; and an agreement will be provided to CEPD by Captiva Island Historical Society for documentary content.

c) **CEPD Administrator Report:**

- CEPD Administrator Joe Wagenti defined the new, updated SOP Beach Monitoring and explained that the revised SOP Beach Monitoring has incorporated twenty-four (24) previous SOPs Beach Monitoring documents.

Mr. Wagenti asked for a motion to approve the new SOP Beach Monitoring and remove the prior SOPs Beach Monitoring documents.

Vice Chairman Bob Walter confirmed the new SOP Beach Monitoring would supersede the previous SOPs Beach Monitoring documents; and made a motion to adapt as noted. Chairman Mike Mullins seconded the motion. The motion was approved unanimously.

- Chairman Mike Mullins remarked that the CEPD Attorney Nancy Stroud resigned as the District's Attorney and relayed the fact that she had been with CEPD from the 1980s.

Chairman Mike Mullins signaled Ralf Brookes in attendance. Mr. Brookes introduced himself to the Board of Commissioners as a local attorney who knows Captiva, the beaches and has background lobbying in Tallahassee.

CEPD Administrator Joe Wagenti indicated that the CEPD office received five (5) out of eight (8) attorney proposals to represent CEPD and that Ralf Brookes was one of the attorneys who responded.

Secretary Harry Kaiser motioned to approve Ralf Brookes as the CEPD's new District Attorney. Vice Chairman Bob Walters seconded the motion. The motion was passed unanimously.

- CEPD Administrator Joe Wagenti commented on the Partners in Progress report; working with Bob Gray, CEPD consultant. Current projects in gear are CEPD's Master Plan and CEPD's Emergency Plan; along with the upcoming Newsletter and next Beach Brief.

Chairman Mike Mullins spoke of the last Beach Brief, justifying the Renourishment Project for CEPD and stated that Bob Gray is reviewing the project as well, to further the project based on the condition of the beach and multiple factors to be considered with various opportunities. The Board decided to delay discussions for the next month's Board meeting.

- CEPD Administrator Joe Wagenti pointed out that since 2019, the beach parking lot meters brought in over \$400,000.00 in revenue and is a record of 25 percent increase that reflects the increases in the parking rates.

d) **APTIM Contract:**

Chairman Mike Mullins announced the APTIM contract for CEPD. Discussions occurred to start the contract.

e) **TDC Report:**

CEPD Administrator Joe Wagenti reported that CEPD requested the largest annual amount for TDC funding in the District's history, covering three (3) categories of Captiva Beach Maintenance, Captiva Beach Renourishment Project and Alison Hagerup Capital Improvements.

CEPD Administrator Joe Wagenti also interjected that CEPD received over \$66,000.00 to spend on capital projects or beach related maintenance projects, as rollover funding.

Conversations took place regarding beach parking lot ideas, CEPD office locations, traffic, signage, public access points, bathrooms, dunes, sea turtle seasons, bed taxes and additional cost benefit amenities.



**V. Commissioners' Comments**

Chairman Mike Mullins voiced that he would like to see more people getting involved in the community; as a subcommittee of sorts to address different processes, complete analysis, review signage and public access points. Vice Chairman Bob Walter concurred and mentioned he would like to get involved.

**VI. Adjournment**

Chairman Mike Mullins adjourned the Board meeting at 2:40 p.m.

DRAFT



## **Captiva Erosion Prevention District Emergency Board Meeting Minutes**

March 19<sup>th</sup>, 2020

### **I. Call To Order**

Chairman Mike Mullins called to order the emergency board meeting of the Captiva Erosion Prevention District (CEPD) at 1:10 p.m. on March 19<sup>th</sup>, 2020 at the CEPD office, 11513 Andy Rosse Lane, 3<sup>rd</sup> Floor, Unit 4 in Captiva, Florida and via remote attendance through the Zoom Cloud recording meeting app.

### **II. Roll Call**

Chairman Mike Mullins conducted a roll call.

The following persons were present at the CEPD office:

Commissioners: Secretary Harry Kaiser and Treasurer Richard Pyle.

The following persons were present remotely via Zoom app:

Chairman Mike Mullins and Commissioner Michael Lanigan.

The following persons were present at the CEPD office: CEPD

Administrator Joe Wagenti and CEPD Assistant Administrator Kimmy Foulds.

The following person was absent:

Vice Chairman Bob Walter.

The following persons were present remotely via Zoom app:

Ralf Brookes, CEPD Attorney and Tiffany Repecki, Editor Breeze Newspapers.

### **III. CEPD Emergency Resolution 2020-2 COVID-19**

CEPD Administrator Joe Wagenti read the CEPD Emergency Resolution 2020-2 COVID-19 in the document's entirety out loud, except the attachments.

Discussions took place regarding beach accesses, dates of Lee County beach closings and Captiva HOAs.

Treasurer Richard Pyle motioned to approve the CEPD Emergency Resolution 2020-2 COVID-19 with adaptations of changing municipality references to CEPD, numbering the pages, changing March 17, 2020 to March 18, 2020 and a couple of typos.

Commissioner Michael Lanigan seconded the motion. Motion carried, all in favor, and passed unanimously to accept the CEPD Emergency Resolution 2020-2 COVID-19 with adaptations made and to include attachments.

### **IV. Adjournment**

Chairman Mike Mullins adjourned the Emergency Board meeting at 1:34 p.m.

3:52 PM  
 4/8/2020  
 Prepared by: JS

**Captiva Erosion Prevention District**  
 General Fund - Budget Performance Summary  
 For the One and Six Months Ended March 31, 2020

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - March '20	Budget - March '20	Actual - March '19	Budget - March '19	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense									
Income									
Ad Valorem Tax	\$ 6,722.17	\$ 53,183.33	\$ 11,081.31	\$ 13,106.33	\$ 576,187.29	\$ 319,100.00	\$ 257,087.29	\$ 638,200.00	\$ 62,012.71
Interest Income	18.39	20.83	26.28	24.00	122.65	125.00	(2.35)	250.00	127.35
Other Income	400.00	416.67	0.00	600.00	1,400.00	2,500.00	(1,100.00)	5,000.00	3,600.00
Total Income	7,140.56	53,620.83	11,107.59	13,730.33	577,709.94	321,725.00	255,984.94	643,450.00	65,740.06
Expense									
Administrative Expenses	2,733.61	26,525.00	6,731.50	22,150.00	45,444.01	159,150.00	(113,705.99)	318,300.00	278,085.43
Capital Outlay	0.00	1,250.00	0.00	0.00	0.00	7,500.00	(7,500.00)	15,000.00	15,000.00
Reserves	0.00	7,220.83	7,473.84	7,473.83	28,883.32	43,325.00	(14,441.68)	86,650.00	57,766.68
Cost of Collecting Ad Valorem	139.34	1,166.67	229.66	184.00	11,461.56	7,000.00	4,461.56	14,000.00	4,000.00
Legal and Professional Fees	10,263.60	17,458.33	11,374.00	12,583.33	87,656.75	104,750.00	(17,093.25)	209,500.00	121,843.25
Total Expense	13,136.55	53,620.83	25,809.00	42,391.16	173,445.64	321,725.00	(148,279.36)	643,450.00	476,695.36
Transfer to Capital Fund	43,573.09	0.00	0.00	0.00	563,489.52	0.00	563,489.52	0.00	0.00
Net Income	<u>\$ (49,569.08)</u>	<u>\$ -</u>	<u>\$ (14,701.41)</u>	<u>\$ (28,660.83)</u>	<u>\$ (159,225.22)</u>	<u>\$ -</u>	<u>\$ (159,225.22)</u>	<u>\$ -</u>	<u>\$ -</u>

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

**Captiva Erosion Prevention District**  
General Fund - Budget Performance Detail  
For the One and Six Months Ended March 31, 2020

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - March '20	Budget - March '20	Actual - March '19	Budget - March '19	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense									
Income									
Ad Valorem Tax									
Grant Local	\$ -	\$ 3,183.33	\$ -	3,183.33	\$ -	\$ 19,100.00	(19,100.00)	\$ 38,200.00	38,200.00
Ad Valorem Taxes	6,722.17	50,000.00	11,081.31	9,923.00	576,187.29	300,000.00	276,187.29	600,000.00	23,812.71
Total Ad Valorem Tax	6,722.17	53,183.33	11,081.31	13,106.33	576,187.29	319,100.00	257,087.29	638,200.00	62,012.71
Interest Income	18.39	20.83	26.28	24.00	122.65	125.00	(2.35)	250.00	127.35
Other Income	400.00	416.67	0.00	600.00	1,400.00	2,500.00	(1,100.00)	5,000.00	3,600.00
Total Income	7,140.56	53,620.83	11,107.59	13,730.33	577,709.94	321,725.00	255,984.94	643,450.00	65,740.06
Expense									
Administrative Expenses									
Advertising	330.00	333.33	0.00	0.00	3,070.14	2,000.00	1,070.14	4,000.00	929.86
Bank Service Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bay Side Initiatives	0.00	8,333.33	0.00	0.00	0.00	50,000.00	(50,000.00)	100,000.00	100,000.00
Beach Maintenance Monitor	0.00	3,183.33	0.00	3,200.00	0.00	19,100.00	(19,100.00)	38,200.00	38,200.00
Board Approved Special Projects	0.00	2,500.00	1,177.00	3,000.00	0.00	15,000.00	(15,000.00)	30,000.00	30,000.00
Board Meeting Expenses	0.00	83.33	0.00	0.00	72.72	500.00	(427.28)	1,000.00	927.28
Copier Lease Expense	0.00	250.00	237.73	230.00	660.30	1,500.00	(839.70)	3,000.00	2,339.70
Dues and Subscriptions	245.44	225.00	0.00	0.00	7,929.44	1,350.00	6,579.44	2,700.00	0.00
General Insurance	0.00	1,208.33	0.00	2,600.00	7,570.00	7,250.00	320.00	14,500.00	6,930.00
History of CEPD	0.00	3,333.33	0.00	10,000.00	0.00	20,000.00	(20,000.00)	40,000.00	40,000.00
Newsletter Expense	0.00	250.00	242.09	0.00	0.00	1,500.00	(1,500.00)	3,000.00	3,000.00
Office Expense	1,003.75	750.00	1,688.41	190.00	6,102.85	4,500.00	1,602.85	9,000.00	2,897.15
Postage	0.00	125.00	145.30	0.00	74.30	750.00	(675.70)	1,500.00	1,425.70
Referendum	0.00	541.67	557.29	0.00	0.00	3,250.00	(3,250.00)	6,500.00	6,500.00
Rent Expense	980.42	1,500.00	1,431.05	1,500.00	8,378.24	9,000.00	(621.76)	18,000.00	9,621.76
Repairs	0.00	291.67	0.00	0.00	1,989.43	1,750.00	239.43	3,500.00	1,510.57
Telephone	0.00	408.33	509.42	300.00	1,722.61	2,450.00	(727.39)	4,900.00	3,177.39
Travel and Per Diem	30.00	1,250.00	79.89	500.00	4,132.68	7,500.00	(3,367.32)	15,000.00	10,867.32
Utilities	0.00	208.33	137.61	130.00	594.47	1,250.00	(655.53)	2,500.00	1,905.53
Warranties	0.00	500.00	0.00	0.00	0.00	3,000.00	(3,000.00)	6,000.00	6,000.00
Website & Computer Maintenance	144.00	1,250.00	525.71	500.00	3,146.83	7,500.00	(4,353.17)	15,000.00	11,853.17
Total Administrative expenses	2,733.61	26,525.00	6,731.50	22,150.00	45,444.01	159,150.00	(113,705.99)	318,300.00	278,085.43
Capital outlay									
Equipment Purchases	0.00	1,250.00	0.00	0.00	0.00	7,500.00	(7,500.00)	15,000.00	15,000.00
Total Capital Outlay	0.00	1,250.00	0.00	0.00	0.00	7,500.00	(7,500.00)	15,000.00	15,000.00
Consulting and Professional Fees									
Consulting	8,438.10	11,666.67	9,575.00	9,583.33	64,065.90	70,000.00	(5,934.10)	140,000.00	75,934.10
Professional Fees	1,825.50	5,791.67	1,799.00	3,000.00	23,590.85	34,750.00	(11,159.15)	69,500.00	45,909.15
Total Legal and Professional Fees	10,263.60	17,458.33	11,374.00	12,583.33	87,656.75	104,750.00	(17,093.25)	209,500.00	121,843.25
Cost of Collecting Ad Valorem									
Property Tax Appraiser Fees	0.00	333.33	0.00	0.00	0.00	2,000.00	(2,000.00)	4,000.00	4,000.00
Tax Collector Commissions	139.34	833.33	229.66	184.00	11,461.56	5,000.00	6,461.56	10,000.00	0.00
Total Cost of Collecting Ad Valorem	139.34	1,166.67	229.66	184.00	11,461.56	7,000.00	4,461.56	14,000.00	4,000.00
Reserves									
Operating Reserves	0.00	7,220.83	7,473.84	7,473.83	28,883.32	43,325.00	(14,441.68)	86,650.00	57,766.68
Total Expense	13,136.55	53,620.83	25,809.00	42,391.16	173,445.64	321,725.00	(148,279.36)	643,450.00	470,004.36
Transfer to Capital Fund	43,573.09	0.00	0.00	0.00	563,489.52	0.00	563,489.52	0.00	0.00
Net Income	\$ (49,569.08)	\$ (0.00)	\$ (14,701.41)	\$ (28,660.83)	\$ (159,225.22)	\$ -	\$ (159,225.22)	\$ -	\$ -

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

3:53 PM  
4/8/2020  
Prepared: JS

**Captiva Erosion Prevention District**  
Capital Projects Fund - Budget Performance Summary  
For the One and Six Months Ended March 31, 2020

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - March '20	Budget - March '20	Budget - March '19	Budget - March '19	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
<b>Ordinary Income/Expense</b>									
<b>Income</b>									
Grant Income	\$ -	\$ 54,274.67	\$ -	\$ -	\$ 64,679.75	\$ 325,648.00	\$ (260,968.25)	\$ 651,296.00	\$ 586,616.25
Interest Income	1,098.31	291.67	68.05	40.00	17,628.32	1,750.00	15,878.32	3,500.00	0.00
Other Miscellaneous Income	0.00	0.00	0.00	0.00	4,346.57	0.00	4,346.57	0.00	0.00
Parking Lot Revenue	32,070.00	28,333.33	37,993.35	30,634.00	188,345.81	170,000.00	18,345.81	340,000.00	151,654.19
Transfer from General Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserves - General	0.00	7,220.83	7,473.84	7,473.75	28,883.32	43,325.00	(14,441.68)	86,650.00	57,766.68
Special Assessments	3,022.89	23,333.33	16,312.37	10,628.00	297,372.00	140,000.00	157,372.00	280,000.00	5,914.20
<b>Total Income</b>	<b>36,191.20</b>	<b>113,453.83</b>	<b>61,847.61</b>	<b>48,775.75</b>	<b>601,255.77</b>	<b>680,723.00</b>	<b>(79,467.23)</b>	<b>1,361,446.00</b>	<b>801,951.32</b>
<b>Expense</b>									
Advertising	199.16	166.67	2,155.20	0.00	199.16	1,000.00	(800.84)	2,000.00	1,800.84
Annual Memberships & Fees	0.00	166.67	0.00	0.00	500.00	1,000.00	(500.00)	2,000.00	1,500.00
Bank Service Charges	503.86	0.00	0.00	0.00	537.86	0.00	537.86	0.00	0.00
Capital Expense	0.00	16,452.33	0.00	0.00	0.00	98,714.00	(98,714.00)	197,428.00	197,428.00
Cost of Assessment Collections	0.00	83.33	0.00	0.00	520.65	500.00	20.65	1,000.00	479.35
Engineering (CP)	0.00	1,666.67	0.00	0.00	0.00	10,000.00	(10,000.00)	20,000.00	20,000.00
Grant Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance	0.00	666.67	16,107.25	0.00	0.00	4,000.00	(4,000.00)	8,000.00	8,000.00
Permit Modifications	0.00	4,166.67	0.00	0.00	0.00	25,000.00	(25,000.00)	50,000.00	50,000.00
Post Hurricane Irma Study	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot Expenses	3,721.03	8,483.33	9,753.40	7,324.00	35,132.35	50,900.00	(15,767.65)	101,800.00	68,742.65
Project Management Support	11,342.14	25,500.00	10,866.50	24,083.00	83,343.36	153,000.00	(69,656.64)	306,000.00	222,656.64
Renourishment 2013/14	0.00	17,455.33	0.00	0.00	54,756.58	104,732.00	(49,975.42)	209,464.00	201,443.56
Renourishment 2021/2022	2,000.00	9,833.33	8,000.00	0.00	10,435.00	59,000.00	(48,565.00)	118,000.00	519,452.12
Rent	980.42	625.00	404.51	367.00	3,329.86	3,750.00	(420.14)	7,500.00	4,170.14
Redfish Pass	73,485.77	29,166.67	0.00	0.00	101,480.35	175,000.00	101,480.35	350,000.00	248,519.65
Storage of Records	135.26	233.33	245.89	233.33	1,654.78	1,400.00	254.78	2,800.00	1,145.22
<b>Total Expense</b>	<b>92,367.64</b>	<b>114,666.00</b>	<b>47,532.75</b>	<b>32,007.33</b>	<b>291,889.95</b>	<b>687,996.00</b>	<b>(221,106.05)</b>	<b>1,375,992.00</b>	<b>1,545,338.17</b>
<b>Other Income/Expense</b>									
Transfer In from General Fund	43,573.09	0.00	0.00	0.00	563,489.52	0.00	563,489.52	0.00	0.00
Discount on Bond	2,402.17	0.00	0.00	0.00	2,402.17	0.00	0.00	0.00	0.00
Premium on Bond	(32,995.70)	0.00	0.00	0.00	(32,995.70)	0.00	0.00	0.00	0.00
Debt Service - Interest	0.00	(2,166.67)	0.00	(12,880.00)	(7,172.60)	(13,000.00)	5,827.40	(26,000.00)	0.00
Debt Service - Principal	0.00	(58,333.33)	0.00	0.00	0.00	(350,000.00)	350,000.00	(700,000.00)	0.00
<b>Net Income</b>	<b>\$ (43,196.88)</b>	<b>\$ (61,712.17)</b>	<b>\$ 14,314.86</b>	<b>\$ 29,648.42</b>	<b>\$ 835,089.21</b>	<b>\$ (370,273.00)</b>	<b>\$ 464,816.21</b>	<b>\$ (740,546.00)</b>	<b>\$ -</b>

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

**Captiva Erosion Prevention District**  
Capital Projects Fund - Budget Performance Detail  
For the One and Six Months Ended March 31, 2020

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - March '20	Budget - March 20	Actual - March '19	Budget - March '19	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense									
Income									
Grant Income - Local	\$ -	\$ 50,294.83	\$ -	\$ -	\$ 64,679.75	\$ 301,769.00	\$ (237,089.25)	\$ 603,538.00	\$ 538,858.25
Grant Income - State	0.00	3,979.83	0.00	0.00	0.00	23,879.00	(23,879.00)	47,758.00	47,758.00
Grant Income - Federal (FEMA)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	1,098.31	291.67	68.05	40.00	17,628.32	1,750.00	15,878.32	3,500.00	0.00
Other Miscellaneous Revenues	0.00	0.00	0.00	0.00	4,346.57	0.00	4,346.57	0.00	0.00
Parking Lot Revenue	32,070.00	28,333.33	37,993.35	30,634.00	188,345.81	170,000.00	18,345.81	340,000.00	151,654.19
Refund Unused Project Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
General Reserves	0.00	7,220.83	7,473.84	7,473.75	28,883.32	43,325.00	(14,441.68)	86,650.00	57,766.68
Special Assessments									
Special Assessments Principal	3,022.89	20,833.33	14,991.07	10,100.00	273,286.20	125,000.00	148,286.20	250,000.00	0.00
Special Assessments - Interest	0.00	2,500.00	1,321.30	528.00	24,085.80	15,000.00	9,085.80	30,000.00	5,914.20
Total Special Assessments	3,022.89	23,333.33	16,312.37	10,628.00	297,372.00	140,000.00	157,372.00	280,000.00	5,914.20
Total Income	36,191.20	113,453.83	61,847.61	48,775.75	601,255.77	680,723.00	(79,467.23)	1,361,446.00	801,951.32
Expense									
Advertising	199.16	166.67	2,155.20	0.00	199.16	1,000.00	(800.84)	2,000.00	1,800.84
Annual Memberships & Fees	0.00	166.67	0.00	0.00	500.00	1,000.00	(500.00)	2,000.00	1,500.00
Bank Service Charges	503.86	0.00	0.00	0.00	537.86	0.00	537.86	0.00	0.00
Capital Expense	0.00	16,452.33	0.00	0.00	0.00	98,714.00	(98,714.00)	197,428.00	197,428.00
Cost of Assessment Collections	0.00	83.33	0.00	0.00	520.65	500.00	20.65	1,000.00	479.35
Engineering (CP)	0.00	1,666.67	0.00	0.00	0.00	10,000.00	(10,000.00)	20,000.00	20,000.00
Grant Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance	0.00	666.67	16,107.25	0.00	0.00	4,000.00	(4,000.00)	8,000.00	8,000.00
Permit Modification	0.00	4,166.67	0.00	0.00	0.00	25,000.00	(25,000.00)	50,000.00	50,000.00
Post Hurricane Irma Survey	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rent	980.42	625.00	404.51	367.00	3,329.86	3,750.00	(420.14)	7,500.00	4,170.14
Storage of records	135.26	233.33	245.89	233.33	1,654.78	1,400.00	254.78	2,800.00	1,145.22
Total General Expense	1,818.70	24,227.33	18,912.85	600.33	6,742.31	145,364.00	(138,621.69)	290,728.00	284,523.55
Redfish Pass									
Geo-Technical Investigation	73,485.77	29,166.67	0.00	0.00	101,480.35	175,000.00	(73,519.65)	350,000.00	248,519.65
Parking Lot Expenses									
Credit Card Fees	1,197.64	750.00	922.85	746.00	5,996.26	4,500.00	1,496.26	9,000.00	3,003.74
Machine Warranty	0.00	116.67	0.00	0.00	0.00	700.00	(700.00)	1,400.00	1,400.00
Parking Lot Equipment	0.00	1,833.33	4,270.00	0.00	0.00	11,000.00	(11,000.00)	22,000.00	22,000.00
Parking Lot Improvements	0.00	0.00	0.00	0.00	1,150.00	0.00	1,150.00	0.00	0.00
Parking Maintenance	100.00	3,333.33	1,986.14	4,000.00	12,026.78	20,000.00	(7,973.22)	40,000.00	27,973.22
Portable Toilets	0.00	333.33	985.00	575.00	4,925.00	2,000.00	2,925.00	4,000.00	0.00
Signage	0.00	125.00	0.00	0.00	0.00	750.00	(750.00)	1,500.00	1,500.00
Site Prep and Construction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Utilities	0.00	150.00	0.00	50.00	0.00	900.00	(900.00)	1,800.00	1,800.00
Sales Tax Expense	2,423.39	1,841.67	1,589.41	1,953.00	11,034.31	11,050.00	(15.69)	22,100.00	11,065.69
Total Parking Lot Expenses	3,721.03	8,483.33	9,753.40	7,324.00	35,132.35	50,900.00	(15,767.65)	101,800.00	68,742.65
Project Management Support									
Professional Fees	9,978.14	15,666.67	1,291.50	15,083.00	45,314.00	94,000.00	(48,686.00)	188,000.00	142,686.00
Project Consultant	1,364.00	9,833.33	9,575.00	9,000.00	38,029.36	59,000.00	(20,970.64)	118,000.00	79,970.64
Total Project Management Support	11,342.14	25,500.00	10,866.50	24,083.00	83,343.36	153,000.00	(69,656.64)	306,000.00	222,656.64
Renourishment 2013/14									
Mobilization, Dredging & Fill	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Monitoring - Sea Turtle	0.00	17,455.33	0.00	0.00	8,020.44	104,732.00	(96,711.56)	209,464.00	201,443.56
Post Construct Survey & Report	0.00	0.00	0.00	0.00	46,736.14	0.00	46,736.14	0.00	0.00
Beach Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Renourishment 2013/14 Design Phase	0.00	17,455.33	0.00	0.00	54,756.58	104,732.00	(49,975.42)	209,464.00	201,443.56
Renourishment 2020/2021									
Mail Survey	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Engineering Report/Storm Damage Analysis	0.00	9,833.33	0.00	0.00	1,435.00	59,000.00	(57,565.00)	118,000.00	116,565.00
Project Benefit Analysis	2,000.00	0.00	8,000.00	0.00	9,000.00	0.00	9,000.00	0.00	0.00
Summer Recreational Survey	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Winter Recreational Survey	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Renourishment 2021/2022	2,000.00	9,833.33	8,000.00	0.00	10,435.00	59,000.00	(48,565.00)	118,000.00	519,452.12
Total Expense	92,367.64	114,666.00	47,532.75	32,007.33	291,889.95	687,996.00	(396,106.05)	1,375,992.00	1,545,338.17
Other Income/Expense									
Transfer from General Fund	43,573.09	0.00	0.00	0.00	563,489.52	0.00	563,489.52	0.00	0.00
Discount on Bond	2,402.17	0.00	0.00	0.00	2,402.17	0.00	0.00	0.00	0.00
Premium on Bond	(32,995.70)	0.00	0.00	0.00	(32,995.70)	0.00	0.00	0.00	0.00
Debt Service - Interest	0.00	(2,166.67)	0.00	(12,880.00)	(7,172.60)	(13,000.00)	5,827.40	(26,000.00)	0.00
Debt Service - Principal	0.00	(58,333.33)	0.00	0.00	0.00	(350,000.00)	350,000.00	(700,000.00)	0.00
Total Other Income/Expense	12,979.56	(60,500.00)	0.00	(12,880.00)	525,723.39	(363,000.00)	919,316.92	(726,000.00)	0.00
Net Income	(43,196.88)	(61,712.17)	14,314.86	29,648.42	835,089.21	(370,273.00)	464,816.21	(740,546.00)	0.00

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

CEPD - GENERAL FUND  
Balance Sheet

	<u>March 31, 2020</u>
ASSETS	
Current Assets	
Checking/Savings	
S.B.A. Account	\$ 124.88
BOTI Checking	450,612.88
Total Checking/Savings	<u>450,737.76</u>
Total Current Assets	<u>450,737.76</u>
TOTAL ASSETS	<u>\$ 450,737.76</u>
LIABILITIES & EQUITY	
Equity	
Fund Balance	609,962.98
Net Income	(159,225.22)
Total Equity	<u>450,737.76</u>
TOTAL LIABILITIES & EQUITY	<u>\$ 450,737.76</u>



CEPD - CAPITAL PROJECTS FUND  
Balance Sheet

March 31, 2020

ASSETS

Current Assets

Checking/Savings

BOTI Checking	\$ 219,391.70
Fifth Third Pooled Checking	3,402.61
Fifth Third Treasury Bill #09	494,000.00
Fifth Third Treasury Bill #22	495,000.00
Fifth Third Treasury Bill #84	700,000.00
Fifth Third Treasury Bill #98	1,380,000.00
Sanibel Captiva Bank - CD	251,835.82
SBA	236,285.89

Total Current Assets

3,779,916.02

TOTAL ASSETS

\$ 3,779,916.02

LIABILITIES & EQUITY

Equity

Fund Balance	2,944,826.81
Net Income	835,089.21

Total Equity

3,779,916.02

TOTAL LIABILITIES & EQUITY

\$ 3,779,916.02

CAPTIVA EROSION PREVENTION DISTRICT RESERVE ACCUMULATIONS FISCAL YEAR ENDING 9/30/2020												
	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20
<b>Beginning Balance</b>	\$ 1,902,171	\$ 1,930,973	\$ 1,955,703	\$ 1,979,304	\$ 2,018,269	\$ 2,058,447	\$ 2,096,440	\$ 2,096,440	\$ 2,096,440	\$ 2,096,440	\$ 2,096,440	\$ 2,096,440
Reserves Transferred In												
Parking Revenue	28,802	24,730	23,601	38,965	40,178	37,993	-	-	-	-	-	-
Operating Reserves												
<b>Increase (Decrease) in Reserves</b>	28,802	24,730	23,601	38,965	40,178	37,993	-	-	-	-	-	-
<b>Total Accumulated Reserves</b>	<b>\$ 1,930,973</b>	<b>\$ 1,955,703</b>	<b>\$ 1,979,304</b>	<b>\$ 2,018,269</b>	<b>\$ 2,058,447</b>	<b>\$ 2,096,440</b>	<b>\$ 2,096,440</b>	<b>\$ 2,096,440</b>	<b>\$ 2,096,440</b>	<b>\$ 2,096,440</b>	<b>\$ 2,096,440</b>	<b>\$ 2,096,440</b>



Account: PubFunCk 0138 Current Time: 04/10/20 11:57:45 AM

Current Balance: \$215,607.93  
Available Balance: \$215,607.93

Date ▾	Ref/Check No	Description	Debit	Credit	Balance
03/31/2020		Interest Deposit		\$6.47	\$226,361.20
03/27/2020	2527	2527	-\$561.00		\$226,354.73
03/20/2020	2524	2524	-\$73,485.77		\$226,915.73
03/20/2020	View Image	Deposit		\$2,095.00	\$300,401.50
03/20/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$1,130.00	\$298,306.50
03/19/2020	2525	2525	-\$2,000.00		\$297,176.50
03/19/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$1,195.00	\$299,176.50
03/18/2020		C01 FLA DEPT REVENUE CCD 101933615	-\$2,423.39		\$297,981.50
03/18/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$1,250.00	\$300,404.89
03/17/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$1,465.00	\$299,154.89
03/16/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$1,470.00	\$297,689.89
03/16/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$1,335.00	\$296,219.89
03/16/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$1,265.00	\$294,884.89
03/13/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$1,475.00	\$293,619.89
03/12/2020	View Image	Deposit		\$2,129.00	\$292,144.89
03/12/2020	View Image	Deposit		\$1,712.00	\$290,015.89
03/12/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$1,211.00	\$288,303.89
03/11/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$1,385.00	\$287,092.89
03/10/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$1,033.00	\$285,707.89
03/09/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$1,480.00	\$284,674.89
03/09/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$1,090.00	\$283,194.89
03/09/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$1,085.00	\$282,104.89
03/06/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$1,360.00	\$281,019.89
03/05/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$2,695.00	\$279,659.89
03/04/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$40.00	\$276,964.89
03/03/2020		INTERCHNG FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS	-\$894.78		\$276,924.89
03/03/2020		FEE FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS	-\$286.09		\$277,819.67
03/03/2020		DISCOUNT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS	-\$16.77		\$278,105.76

03/03/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$1,375.00	\$278,122.53
03/02/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$1,105.00	\$276,747.53
03/02/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$995.00	\$275,642.53
03/02/2020		DEPOSIT FRST BK MRCH SVC CCD 982201347886 MERCHANT SVCS		\$695.00	\$274,647.53
03/01/2020		Interest Deposit		\$6.10	\$273,952.53
<b>Totals:</b>		Transactions: 33	Debits: <b>-\$79,667.80</b>	Credits: \$32,082.57	



Account: PubFunCk 0146 Current Time: 04/10/20 11:59:27 AM

Current Balance: \$238,440.37  
 Available Balance: \$238,440.37

Date ▾	Ref/Check No	Description	Debit	Credit	Balance
03/31/2020		Interest Deposit		\$11.47	\$451,046.63
03/27/2020	6008	6008	-\$935.00		\$451,035.16
03/26/2020		WAGE PAY ADP WAGE PAY CCD 929114046975D8R 4165360785	-\$7,068.60		\$451,970.16
03/26/2020		ADP - TAX ADP - TAX CCD 930814401032A01 323298036	-\$2,526.71		\$459,038.76
03/26/2020		PAY-BY-PAY ADP PAY-BY-PAY CCD 929114046976D8R 304287687	-\$22.45		\$461,565.47
03/24/2020	6006	6006	-\$330.00		\$461,587.92
03/20/2020	6004	6004	-\$1,960.84		\$461,917.92
03/20/2020	6003	6003	-\$87.50		\$463,878.76
03/20/2020	6001	6001	-\$6,079.93		\$463,966.26
03/20/2020		ADP - FEES ADP PAYROLL FEES CCD 2RD8R 6422345 A0	-\$75.95		\$470,046.19
03/20/2020	View Image	Deposit		\$400.00	\$470,122.14
03/19/2020	6005	6005	-\$2,500.00		\$469,722.14
03/19/2020	5996	5996	-\$160.00		\$472,222.14
03/16/2020	6002	6002	-\$1,606.00		\$472,382.14
03/13/2020		TAX DB 07 LEE COUNTY CCD DBTAX		\$9,605.72	\$473,988.14
03/12/2020		WAGE PAY ADP WAGE PAY CCD 937513466323D8R 4165360785		\$2,017.75	\$464,382.42
03/12/2020		ADP - TAX ADP - TAX CCD 615071702866A01 323298036		\$1,077.16	\$462,364.67
03/12/2020		PAY-BY-PAY ADP PAY-BY-PAY CCD 937513466324D8R 304287687		\$5.18	\$461,287.51
03/11/2020		WAGE PAY ADP WAGE PAY CCD 938213581562D8R 4165360785	-\$6,686.34		\$461,282.33
03/11/2020		ADP - TAX ADP - TAX CCD 939113556755A01 323298036	-\$2,908.96		\$467,968.67
03/11/2020		PAY-BY-PAY ADP PAY-BY-PAY CCD 938213581563D8R 304287687	-\$22.45		\$470,877.63
03/10/2020	5998	5998	-\$69.76		\$470,900.08
03/09/2020	5999	5999	-\$2,593.30		\$470,969.84
03/06/2020	5995	5995	-\$834.00		\$473,563.14
03/06/2020	5994	5994	-\$4,469.77		\$474,397.14
03/06/2020		ADP - FEES ADP PAYROLL FEES CCD 2RD8R 2287425 OT	-\$81.95		\$478,866.91
03/04/2020	5992	5992	-\$1,997.34		\$478,948.86
03/02/2020	5991	5991	-\$120.00		21\$480,946.20

03/01/2020		Interest Deposit		\$11.01	\$481,066.20
<b>Totals:</b>		Transactions: 29	Debits: <b>-\$43,136.85</b>	Credits: \$13,128.29	



# BEACH BRIEF

March 2020



## Coronavirus Precautions and Considerations

Dear Captivans and friends of Captiva, in an abundance of caution CEPD is recommending visitors and residents take certain necessary precautionary measures. There is limited authority CEPD have concerning beach visitors, but we do recommend we all subscribe to social distancing and reduced public exposure on Captiva because of the threat of the Coronavirus pandemic. We also suggest taking necessary steps of getting ready for a probable lock down, such as having your medications and such stocked.

As we all prepare for (and in many cases participate in) social distancing, we want to elicit your input re actions to consider on Captiva re Covid-19. CEPD are considering whether we should keep our public Hagerup parking and restroom facilities open to the public. We cannot physically close parking or the beaches readily, but steps can be taken to the best of our ability. So, what do you think we should do?

Please visit CEPD's website to participate in providing your input regarding Captiva Island public facilities. We all need to take the Coronavirus threat seriously and would like to know if certain public areas should be temporarily closed.

To place an opinion or comment, visit [www.mycepd.com](http://www.mycepd.com) or call us at 239-472-2472.

Please see additional important links on the Coronavirus and how to protect yourself during this time:

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

<http://www.floridahealth.gov/diseases-and-conditions/COVID-19/>

[https://www.flgov.com/wp-content/uploads/orders/2020/EO\\_20-52.pdf](https://www.flgov.com/wp-content/uploads/orders/2020/EO_20-52.pdf)

<https://www.consumerreports.org/food-shopping/how-to-protect-yourself-from-coronavirus-when-grocery-shopping/>



#### CEPD'S MISSION

Captiva is a barrier island located four miles off the coast of Southwest Florida, just west of Fort Myers, Florida. Residents and visitors enjoy the slender island's five miles of sandy gulf shoreline. As is the case with most barrier islands, beach erosion can be a threat to upland development, recreation and environmental interests.

CEPD is an independent special beach and shore preservation district established June 19<sup>th</sup>, 1959 under the provision of chapter 161, Florida Statutes. It is governed by an independently elected district board possessed of broad powers to do as necessary or desirable to carry out the CEPD comprehensive beach and shore preservation program.

Upcoming Regular Board Meeting: April 13<sup>th</sup>, 2020 \* 1:00 PM \* South Seas Island Resort \* Public Is Welcome

11513 Andy Rosse Lane, Captiva, Florida 33924



239.472.2472



[mycepd@mycepd.com](mailto:mycepd@mycepd.com)

Please note: Florida has a very broad public records law. Most written communications to or from CEPD Employees and officials regarding CEPD business are public records available to the public and media upon request. Your email communication may be subject to public disclosure. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.





CEPD Beach Brief Survey Responses  
March 2020

Public Comments Re: Virus

Tuesday, March 17, 2020  
9:41 AM

Your name	Your email	Subject	Message
			Message Running Total: 101 Responses 32 of 100 In Favor To Close
Denise Machesky	Denise.machesky@yahoo.com	Close Beaches 4.4.2020 Email	Too many visiting if beaches are open. Family from NY & Ohio want to come to their condos. If beaches are closed, out of state owners will not come to Ohio. If they get sick, then what?? Go to FI hospitals! Some are not adhering to stay at home orders!!
Sanibel Resident	Called The Office 3.25.2020	PLEASE Close The Beaches On Island	This is a very scary time and please close all beaches. She said she is a resident on Sanibel and asked how to spread the word to close all beaches to take a stand to be more persuasive. This should not be a hardship to

isolate yourself. She is terrified of the situation and concerned for all the older people living on the island.

Sanibel  
Resident  
Sandra  
Drucker  
472.0395

Called The Office 3.25.2020

PLEASE Close  
The Beaches

She wants the beaches closed and is angry that the FL Governor doesn't close down all businesses. In her opinion, having the beaches open only encourages too many people to spread the virus and this terrible, wrong, dangerous are fools. This is criminal to keep the public not informed and the Mayor of Sanibel has lied to the public. There was a father of a high school student from WA spoke at a presentation on Sanibel and ate at Traders March 3rd, 2020. He has tested positive. She is a physician and knows of two positive virus cases on Sanibel. People need to pay attention and at the end, this will affect all of us in a negative way and shatter our economy. The island should be shut down.

Vacationer    Called The Office 3.20.2020

Don't Close  
Beaches

Keep the beaches open and stay away from each other.

Vacationer Called The Office 3.20.2020

Don't Close  
Beaches

The beach is the only wide open space we can go and to be in a quiet place.

Andrea Bilotti  
bilottiac@gmail.com

Please Close  
The Beaches

Hello, I just read an article online that you were requesting feedback on what to do about your beaches amidst the Covid-19 national crisis. Please, please, please close your beaches. Other areas in Florida have and it is the right thing to do. Kids are out of school (likely for the year), dentists are closed, and medical professionals are begging us to stay home because they cannot handle what is about to happen. We are supposed to spend our 9th spring break on Captiva next week at South Seas. We rented through a reality company and paid for insurance. The insurance company is saying that they will not pay for a cancellation because we are acting out of fear. If you close beaches and restaurants then there is a loop hole and we would receive some reimbursement for trip interruption. Captiva is not an inexpensive place to vacation and our jobs have been impacted by Covid 19.

Walking away from all of that money because the state of Florida is being irresponsible is heartbreaking. Our real estate company is saying it is "business as usual" - have you seen the news and all of the spring breakers?! There is no way that that is safe. No one loves Captiva Island Florida more than me and it is almost more than I can handle that we will not be coming this year. Please do the smart thing and close your beaches!

Jeff Morgan jmistudio@aol.com

Beach Brief  
Response

In response to your Beach Brief of 3/16, I would think that if it is within the CEPD's authority to close the Hagerup beach parking and bathrooms it would be the prudent thing to do under the current circumstances we all find ourselves in. It would be important to place signage indicating that the parking is closed at the Blind Pass end of the island, or everyone will drive the length of the island only to find out. Some would probably do this anyway, but hopefully, easy to read signage would reduce the numbers of the public traversing the island at this time.

Best regards,

Jeff Morgan

Alex Murguido	alexamurguido@gmail.com	Beaches	We can main social distances on the beaches in captiva island. Why they would want to close is beyond me. Please don't close the beaches it's all we have left.
Kathryn Freehafer	kfreehafer@icloud.com	Vacation	We spent 3,000 on a vacation rental in two weeks. We would like to still come, but would take the same precautions we are here in IN. We can all stay far apart in a grassy yard or a sandy beach. We will lose our money, as the rental agency already relayed to us. We hope you keep the beach open, so we enjoy our favorite place on earth, but with precautions.
Dennis Price	Dprice03@comcast.net And Called The Office 3.20.2020	PLEASE READ - Possible Captiva Beach Parking Lot Closure	Hello Mr. Wagenti, I hope this email finds you well. I'm contacting you in regards to the question of possible beach parking lot closures. My wife and I have come to Sanibel/Captiva each year for the past 15 years and are coming in about 4 weeks, late April. We are from Kansas City and LOVE Sanibel/Captiva. We will be coming either by plane (by plane currently) or by car, if

necessary. We stay in a resort on Sanibel Island, however, we come to Allison Hagerup Beach park each and every day to watch and videotape the sunset after eating at a Captiva restaurant such as the Bubble Room, etc.

If Captiva closes Allison Hagerup Beach Park, we will probably CANCEL our trip to Sanibel/Captiva this year. Being landlocked in Kansas City, the whole point of us coming to Sanibel/Captiva is to be able to access the beach/water. We WANT to come to Sanibel/Captiva and spend money in your community. PLEASE do NOT close the Allison Hagerup Beach Park parking lot. That beach is NOT a spring break situation as seen on the national news with Tampa/Clearwater, NOT all Florida beaches are alike and therefore should be treated INDIVIDUALLY. PLEASE let me know, thank you so very much!

Best Regards,  
Dennis Price

Kathleen Danzo  
Kdanzo508@gmail.com

Beach Access

I suggest that captiva and sanibel beaches

remain open. There are a lot of beaches in this area that are accessible by only homes. It is not a situation with countless high rises These beaches are safe in regard to social distancing. I would look at minimizing people at hotels/resorts where you end up with more of a crowd at a beach. I would also look at take out from restaurants. Shutting beach is not necessary.

Beach Goer Called The Office 3.19.2020

Beach Closing

Called to confirm Captiva beaches were really closed.

Rosemary Abravery3@aol.com  
Avery

Public Beaches

I support the temporary closing of the public beach parking and facilities. Thank you.

Lou Ferretti louferrettijunk@gmail.com

Beach Access  
Parking

Access Parking, I believe You should keep the beach access parking open as people going to the beach do you not get together in big groups. They sit isolated from each other And I believe sunlight and heat are the viruses enemies. Thank you.

Beach Goer Called The Office 3.19.2020

Help Leaving  
The Beach

Called per flyer put on his car in the beach

parking lot, to remove the chain blocking the closed parking lot.

Vacationer    Called The Office 3.19.2020

Beaches Closed

He is vacationing for 2 weeks and now cannot fish because the beach is closed and parking lots are closed.

Kelly            Called The Office 3.19.2020

Captiva Beaches

Asked and confirmed if public parking and beaches on Captiva are closed today.

Christina        Called The Office 3.19.2020

Captiva Beaches

Asked and confirmed if public parking and bathrooms are closed today.

Jane Peters     Janepeters.5565@yahoo.com

Planned Trip To Sanibel

While I am very concerned about COVID-19 and want all to be safe and well, I am also hopeful that I will not be forced to cancel my trip that is planned for the end of April. We rent a condo on Sanibel the end of April every year and hope to do the same next month. We will lose a substantial amount of money and will miss our favorite vacation spot. Please consider those who have made plans to visit Sanibel and Captiva.



Michelle  
Willis

floridabuglady@aol.com

Sanibel/Captiva  
Beaches

I am totally against the closing of our beaches. This is outside and enjoy shelling out there. I am a Florida native. I live here. We are already limited to what we can do and I agree with some such as the bars etc. I was also a bartender for 30 years in Lee County. I feel for these people that are now unable to work. I do pest control and will no longer be treating the interior of homes as a courtesy. But, to put the community as a whole on house arrest basically is going to have a bad outcome in my opinion. People will go stir crazy and I am sure they won't think properly and do things that they normally would not do. They might as well stop the tourism until this is controlled. Florida residents should not be confined to this extreme. I can move if people get too close.. I think going to the grocery store is taking a larger chance. I have no supplies because they are not limiting what people can buy to a normal amount. This is worse than when the hurricanes are knocking on our door. People need to use common sense.

Ronda Roszak	Rroszak1@gmail.com	Beach Closings	I do not think that public beaches should close. I will be vacationing down there on March 28th and am looking forward to spending sometime on the beach. I think that many people will choose not to go if they are worried of getting sick.
M H L	mary@thenookstl.org	Beach Closings	Closing public beaches is the only responsible way to proceed during this time of social distancing.
Jessica	jessbttrfly@gmail.com	Sanibel/Captiva Beaches	Keep the beaches open! People need natural vitamin D!!
Greg R.	gdroth@hotmail.com	Captiva Beach	Close it!!!!
Joe Wagenti	joe@mycepd.com	Test	Keep the beaches open!
Meridith Parker Oys	duffyoy@aol.com	Please Close The Beaches!!!	Atlanta spring breakers are on their way soon. Do y'all really wanna mix our COVID hot spot with yours?? Because yalls beaches haven't closed we can't get any of our money back from renting condos...called Royal Shells yesterday and they said nope, no refunds...not until the beaches are officially

closed!!! So lots of people will come down that shouldn't and empty your grocery stores and NOT go to your restaurants...and possibly visit your urgent cares and ERs. Lee County is being irresponsible.

\*started  
not  
forwarding  
to Mike  
going  
forward

Nancy Warren      nandwarren@gmail.com

Temporary Closing Support      As a proponent of good health and what's best for all of Captiva, I support the temporary closing of the public beach parking and facilities. Thank you.

Jeff Bauer      Jeffrey.michael.bauer@gmail.com

Beach Closures      I am a tourist who is planning to visit Sanibel Captiva in early April. I am coming from Virginia, where things have been closed for days and are expected to be closed for weeks. I believe this is unnecessary and fails to adequately consider the long term economic and psychological impacts of this "shutdown." I do not see any value in closing the beaches of Sanibel and Captiva. We are regular visitors to the islands and have been there various times throughout the year (spring break, fall, and

summer). I have never experienced the types of crowds you see on the east coast beaches (which is why we love it). There is no reason that those who want to practice “social distancing” cannot do so on the beaches. In fact, being outside in open spaces with salt air will provide a welcome relief from the anxiety associated with these issues. Please keep the beaches open.

Sarah Fornear	Slanda13@yahoo.com	Beach Closure	Close the beaches. Lots of germy people coming your way this week...
Maggie	Mlcalder17@gmail.com	Close Beaches For Safety	Please do the morally right thing and close the beaches. Too many people are being selfish and not thinking about the actions they are making and how devastating they can be. Thank you.
Bob	Bobcalder2@gmail.com	Close The Beaches	Please close the beaches, we need to take this seriously now before even more drastic measures are required.
Amy	landafive@att.net	Close The Beaches	Please close the beaches.

David	04sable@gmail.com	Please Keep The Area Open	As a local resident who needs to stay employed to provide for my family, I'd ask that you keep the area open for business. Best, David.
Carla Gorsky	carlagor@aol.com	Captiva Beach Closing	I have some concerns about the crowds of people still gathering in spite of the warnings. I am renting a home at the end of the road. Thank you.
Shanne Shipman	shanneshipman@gmail.com	Closing Public Beach Access During COVID 19	I am a temporary annual guest in Captiva and I fear for the guests who are there now. I would be in agreement of temporarily closing the public access during this COVID 19 outbreak. Shanne Shipman.
Howard Storcka	Hstorck19@gmail.com	COVID 19 & Beach Access	I'm told there is on going discussion regarding beach access in the midst of the CoronaVirus outbreak. I am in favor of limiting access to unit owners and their guests only. There are many large groups of individuals risking the spread of this deadly virus we are all attempting to tame. They congregate on the beach daily and with Spring Break upon us...the risk increases exponentially.

Thank you for your consideration.

Kristina	Kedgerly83@gmail.com	Please Keep Open	Please keep the beaches open. We are coming to the area for our wedding just about 10 of us, and would be so disappointed if we had to cancel. If its any consolation i work in emergency medicine and am not afraid to travel.
Chris Menzel	Menzel35@gmail.com	Beach Access	NO, don't close it, but temporarily remove the toilets. Thanks!
Jessica Scott	jessterrys@gmail.com	Beach Closures	I understand the virus could be scary, but if people suseptible to the virus limit their selves the world could move on a bit easier. Let's limit ourselves if we have reason to get more sick than the average young person. State parks and national parks are encouraging getting out into them and staying healthy and active, but we are considering closing beaches? This is hard to understand, go coupe up inside and harbor illness or go outside and get healthy.

Judy Stelzer	judystelzer@gmail.com	Beach	We support the temporary closing of the public beach parking and facilities. We love Captiva!
Dennis Parsell	parsellid@embarqmail.com	Do Not Close Beaches	Do not close the public beaches. Beaches are open spaces, not at all like bars or restaurants. It is very easy to establish and maintain social distancing from other beach goers. Huge mistake to close the beaches...you will kill your local businesses. Mom and pop businesses will suffer, big chains with economy of scale will survive to the detriment of your communities.
Connie	Oz.ward@gmail.com	Beach Closing	Yes, I feel the beaches should be closed. The good people need to be kept safe. Covid -19 and the lake O discharges could make a good number of people I'll. Thank you for giving me a chance to share an opinion.
Roxanne Dyer	roxwendling@hotmail.com	Captiva Beach Closure	Please close the beaches for the safety of the residents!
Susie Henry	Shenry2524@gmail.com	Public Beach Access Closure	My vote yes! I'm in Missouri but many

			travelers are stranded in captiva. Let's protect them and importantly support efforts to flatten this curve.
Matt Heller, MD	matthewdheller@comcast.net	Yes	Close public beach. We're staying at Willey house.
Alison	Captiva.soul@gmail.com	Consideration Re Beach Closure	There is restricted public beach access on Captiva because there are a very limited number of available parking spots. Those who live on Captiva have made it clear that, although they want public beach replenishment funds, they will forego it if that means they must provide more public access to PUBLIC beaches. Captiva beaches have never been a big Spring Break destination like Ft. Myers Beach. Your very limited parking will restrict the # of beach goers.
Denise Bradley	Dbradley1199@gmail.com	Please Do Not Close Captiva Beach	Please do not close the public beach access. Thank you for your consideration.
Jordan	Jordankeller485@yahoo.com	Beaches	I think the beaches and restaurants should stay open! Captiva isn't a



very populated area like Miami or Tampa, you aren't on top of each other and it would definitely be disappointing to see the beach close. It should stay open.

Gina Gooch	Gina.gooch@montgomery.kyschools.us	Don't Close The Beaches	My friends and I are teachers and we are planning to spend our spring break there. April 4-12. Please don't close the beaches as we are already losing our minds with the closing of our schools. Thank you!
A Lady From Chicago	Called The Office 3.17.2020	Closing Beaches	Wanted a refund on her hotel room next Thursday since restaurants will be closed and now the beaches.
Iva Screfikva	Called The Office 3.17.2020	Closing Beaches	Beaches should not be closed, they are a natural environment. Just keep distances and people need open spaces. Use wipes at the meters when you are parking.
Bucky Baxter	buckybax@gmail.com	Wealthy and Dead...or...Alive and Broke	The beach situation is a very complicated double edged sword. The business owners need the spring breakers even though they will transmit and re-distribute the Corona V all over the USA. The bottom line for me assuming that my opinion matters is that Death Trumps

Wealth. Close the beaches to non Sanibel/Captiva Island residents.  
 Thank You.  
 Bill Baxter  
 Wm. Bucky Baxter, Founder and CEO  
 Moonriver Lodge and Fish Camp, LLC

Dan Mullins    Called The Office 3.17.2020

Beach Closings

No, don't shut down the beaches.

Jim                jimcouncilor@gmail.com  
 Councilor

Beaches

Please do not close the beaches, it's an irresponsible overreaction.

Tim Farrell    Zigbar1@gmail.com

Closing Beaches

All of us should be able to manage keeping reasonable distance on our beaches. We can't expect to keep everyone indoors all the time. I know it's serious but people can use their common sense.

Shannon        Smcguir6@gmail.com  
 McGuire

Closing Beaches

Hi. We have been planning a trip to captiva for a year. We are very excited to come the last week of March. We hope the beaches are open. However we do understand the necessity of doing what is best for all. I am hoping to come enjoy some warm weather and some sand and a pool while still

staying apart from others. We would just love to get away from this dreary depressing Michigan weather. Thanks for asking for our input. Take care. I know it really affects your city and tourism.

Jackie      jackiedegeus@gmail.com

Beaches  
Closures

Please keep the beaches open for kids and families to have the opportunity to spend time out doors and allow responsible social distancing.

Susan Wixon      Susan.wixon@mac.com

Close the  
Beachs...Flatten  
The Curve

IT IS YOUR PATRIOTIC DUTY! PEOPLE'S LIVES ARE AT RISK.

Taylor Baxter      taylor@77venturescreative.com

To Whom it May Concern,  
I am a full time resident of Sanibel, FL. I live close to Bowman's Beach and frequent the beach daily (as I work from home). My husband and I were alarmed by the traffic congestion around the bayou bridge/picnic tables/showers/beach entrance yesterday. We could barely get over the bridge because of the amount of people. This is normal for this time of year, as you know, but not given the circumstances we are living in currently. I felt very uncomfortable. I believe it's in the best interest of our little magical island to close the beaches for now. The

majority of the residents and tax payers are 60 yo + and although I am not in that age range, my neighbors are. Thank you for welcoming the opinions of the residents. While I know this will put a damper on spring break, I believe it is necessary to protect residents at this time. Best, Taylor Baxter.

Ed                      Called The Office

Vacationer,  
3.17.2020

Wanted to know how he can get his money back from his hotel when beaches are closed and restaurants are then closed.

Melynee              melyneen@gmail.com  
Naegele

Closings

As an annual SanCap visitor, it is my opinion that all non essential businesses close on the islands or provide drive through services. Furthermore, beaches should be closed to non residents at the least. While I am saddened to recommend these drastic measures and the effect on local businesses and economy, they are in accord with recommendations of the national government and the CDC. Until these measures are put in place, mass amounts of tourists will continue to visit the islands putting all residents and one another in danger.

SanCap, like all other communities will suffer financially. This will be less traumatic than potential loss of our precious senior population and those with compromised immune systems on SanCap and America. Thank you for allowing me to have my voice heard. I look forward to our next visit when safer times return! Melynee Naegele.

Debbie Friend  
Rosendale  
Dlfriend46@gmail.com

Beach

Please don't close the Beaches.

Mark Fredericson  
markfred@gmail.com

Please Close The Beaches

Follow what the rest of the country is doing...

Ben Giddins  
bgiddins@gmail.com

Beach Access

Please keep beaches OPEN, particularly as season winds down for full time FL residents which will reduce crowding. They are a perfect place to practice social distancing, and it's entirely possible to visit a beach without touching a surface that may transmit the virus.

Kathy Farmer  
Katfarm2@gmail.com

Keep The Beaches Open

It's a respite for those of us who live here. Hopefully we will be responsible and stay

three or more feet away from each other. But our beaches are one of the things that can help us keep a healthy mental outlook. Possibly post signs that say with coronavirus around keep two arms length away from people but continue to love our beaches. Thanks for asking us.

Jamie      Jamie2bradshaw@yahoo.com

Don't Close The Beach

I'm just voicing my opinion on closing the captiva beach. It's an outdoor thing where people can go and safely stay away from each other practicing social distancing. It will help calm people's nerves and anxiety with all this going on! Please don't close the beach.

Peter Blaze Corcoran      peterblazecorcoran@gmail.com

Is There Any Better Place...?

Dear Captiva Erosion Prevention District Colleagues, By all means, <please> keep the beach open! Is there any better place to follow recommended social distancing than on a broad, beautiful beach? The virus is killed at 27°C and 80°F and it hates the sun. I believe this is a time where people need nature and Florida sunshine to keep going. Please keep the Captiva beach access open. Respectfully

submitted, Dr. Peter  
Blaze Corcoran.

Regina Huddleston  
reginahrn@yahoo.com

Beach

As areas close all over and the kids are out of school, we were told to go outside to Parks and play or outside activities. If you close the beach then there will Be no out side fresh air activities. The beach is a place that is open and free to explore. Please don't close the outside to all of us who need to be out and be with out children. The city's and towns are closed and we need to have some place to go. No groups over 10 in one area. Limit the cars that can park. Block off the parking spots so they can't park as many cars but don't take it totally away. Limit the crowd.

Barbara Wright  
bjrwright@hotmail.com

Captiva/Sanibel  
Beach Closure

Please do not close the beaches. I plan to still visit and hope to visit/support the local businesses.

Jeff Viccone  
jsvicco@zoho.com

Beaches

Keep the beaches open!

Gregory Porter  
Ghporter9@yahoo.com

Leaving Beach  
Open

Please leave the public beaches open. this social gathering outdoor space leaves significant space for people to stay

far enough apart to not spread the virus.

Kate R      katydidlynn@gmail.com

Public Opinion  
About Closing  
Beaches

The island's residential population is on average 65. That means we need to restrict visitors who could potentially bring the virus to the at risk. I think it's a good idea to close public access. Not because being 50 feet from someone on the beach would be dangerous, but from all the things and people you interact with along the way.

Lisa Gentile      lisagentil@aol.com

Closing  
Beaches

I believe beaches in Captiva and Sanibel, as well as restaurants etc., should be closed. People are still traveling to the island, which is ridiculous. The only way to contain this virus is to stay home and maintain a social distance. There are too many elderly people in Florida to take this chance, including my parents.

Lisa Saville      sieradon@yahoo.com

Beaches

Please keep the beaches open. They are not crowded.

Laura  
Mellott      lmellott@kaplan.edu

Captiva Beach  
Closure

Don't close beaches.



Roberta	Bobbimorgan936@gmail.com	Beach Closings	Please close beaches and restaurant's to help curb the virus. People should not be traveling at this time. Thank you
Sandy Edgerton Bissell	sandybissell@gmail.com	Captiva Beach Closure	We live in NY and had planned a vacation that would have been sharing that same stretch of beach in April. We are in our late 60's and cannot fly. NY has shut down everything and has more cases of COVID-19 than any other state. Thanks to the greedy policies of VRBO and Florida's slow response, the owner of the rental will not refund our expensive 2-week rent and has told us we are panicking and that doesn't help. What Florida is doing is CRAZY, and so irresponsible to society at large!
Joseph Harris	josharr@hotmail.com	Covid-19	I believe what you doing is reckless. We have a chance as a nation to end this in just a couple weeks but instead people like you are going to drag this on for months. Every death on Sanibel Captiva from this point on is on you.
Brecken Grieve	Brecken.grieve@gmail.com	Beaches	Please keep the beaches open! Fresh air

and social distancing are practiced by most!

Deb Fuller	<a href="mailto:Curedipg4hope@gmail.com">Curedipg4hope@gmail.com</a>	Beaches	Being able to get outside and breathe in the fresh air may be the only thing that keeps people sane. As long as you don't face any additional liability and no damage to the beach, I think leaving them open makes the most sense. People should also be practicing social distancing. Thank you.
John Jenson		Called 3.17.20	Our beaches are not crowded, keep open, it's a good thing for the public.
Fort Myers News Press		Called 3.16.20	Interviewed Joe
David Jeffrey	<a href="mailto:djeff191@optonline.net">djeff191@optonline.net</a>	Close the beach	I urge you to close Allison Hagerup Beach Park
David Holland	<a href="mailto:david.holland79@yahoo.com">david.holland79@yahoo.com</a>	Please keep beaches open	No one likes to sit within 6 feet of anyone on the beach anyways. Besides, the warm, fresh air is not the same carrier as the colder air in more northern states that are currently seeing closures.  Sun + warm air + ocean > sitting inside in isolation
Elizabeth Lombardo	<a href="mailto:l14408@aol.com">l14408@aol.com</a>	Beach Closure	The beaches are the only sane option left  Leave beaches open

Absolutely no reason to close Captiva beaches due to corona-virus !!  
Common sense would suggest that folks with any symptoms would stay home anyway and not be a danger to anyone in an outside environment like beaches. Our media has inundated us with precautions to the point of panic ..... let's not overreact and close outdoor facilities ..... life should be allowed to go on as usual in so many respects !!

Mel Case [melcase@aol.com](mailto:melcase@aol.com)

Corona Virus Closing

The lack of people taking this seriously is disturbing. The beaches still packed the way they are is so wrong. Closing the beaches down is the only way to end this!!!

Gary biltgen [biltgen@comcast.net](mailto:biltgen@comcast.net)

Beach Access

Re: possibility of closing beach. Please leave the beaches open - beaches give more than adequate room for maintaining person to person distance. And This beach does not have excessive parking or local dwelling/hotels/etc to overcrowd. However, public restroom areas Do offer possibility of virus transfer, therefore closing them makes sense

Jordan Keller [sassysister12@gmail.com](mailto:sassysister12@gmail.com)

Beaches

Hello, personally I dont think that you should close the beaches. Captiva and Sanibel are both very quiet areas and they arent as crazy as Miami or Fort Lauderdale because thats where all the college kids go to party

Erin  
DeMars [firstladyjudge@hotmail.com](mailto:firstladyjudge@hotmail.com)

The Beaches  
Please keep them open. People know to keep away from each other and this is a place we can enjoy outside and not worry about whats going on in the world. Plus it gives us something to do while we are waiting to return home!

Kathy  
Huckleberry [katzi2378@icloud.com](mailto:katzi2378@icloud.com)

Don't Close Captiva Beach  
Just writing to voice my opinion. Please DO NOT close Captiva Beach. As a single parent, my 9 year old daughter and I get 1 vacation a year. We live in Kentucky. We come every first week of April to visit my Dad in Venice Beach. We always look forward to our visit to Captiva Beach every year. I have multi health issues and usually cant wait to leave the Ky rainy spring weather for a trip to the Sunny Beach to heal. I know Im only one person. Even though these times during this virus are scary now I refuse to stop living life. I dont plan on visiting local businesses. Just enjoying the the sun and this magical time with my daughter. Thank you.

Debbie Biggs	<a href="mailto:deutsix7@msn.com">deutsix7@msn.com</a>	Beach Closure	Please do not close the beach due to coronavirus. The beach is outside! It is not necessary and will hurt the businesses.
Erica Chiseck	<a href="mailto:chiseck.e@gmail.com">chiseck.e@gmail.com</a>	Please Don't Close The Beach	Open air areas are the only places it's safe to be. People are going to go mad if cooped up
Wendy Childers	<a href="mailto:wuchilders@hotmail.com">wuchilders@hotmail.com</a>	Corona Virus	Its very concerning that tourists are not taking this seriously. Lots of crowds on beach at sunset, crowded markets. They seem oblivious to it all. Heard that beaches on east coast are closed so theyre coming here with all their kids. Is this true? Not sure what can be done. Maybe encourage more caution to social distance by realtors and resorts? Lots of older people live here!
Maureen Tesoro	<a href="mailto:maurentesoro@yahoo.com">maurentesoro@yahoo.com</a>	Closure Of Beach Parking & Facilities	Hello. Regarding closing beach facilities - I would suggest you follow guidelines of the county public health regarding Parks & Rec facilities. If they close the parks, then Captiva should follow. Thank you.
edythe pumfey Steffens	<a href="mailto:pumfey07@gmail.com">pumfey07@gmail.com</a>	Suggestions For Being Immediately Pro-active.	We should stop rentals at private homes and hotels, and South Seas resort as we have no way of knowing if someone has it, or after they leave to return home, to protect us since we are all older and most at risk .  We need to stop tourists from visiting and coming to

stay. That also goes for those docking at marinas and

coming on the island. That might also take having a security person at the entrance to Captiva.

Sandra K  
Stilwell      [sandy@captivaislandinn.com](mailto:sandy@captivaislandinn.com)

beach park  
staying open

I think that it's very important to keep the beach and bathrooms open to the general public. This is a time of great concern to many and it's causing a great deal of stress. At least they could drive to a park and take a picnic meal and spread out well beyond the recommended six feet. For the bathrooms, I would be sure to have cleaning supplies there with plenty of paper towels so people can adequately wipe down surfaces.. Most people are carrying hand sanitizer, but it's become scarce, so making sure the soap dispensers are full is important..

**CAPTIVA EROSION PREVENTION DISTRICT, FLORIDA  
EMERGENCY RESOLUTION 2020-2  
COVID-19**

AN EMERGENCY PROCLAMATION AND RESOLUTION OF THE CAPTIVA EROSION PREVENTION DISTRICT DECLARING A STATE OF LOCAL EMERGENCY RESULTING FROM OUTBREAK OF THE CORONAVIRUS DISEASE 2019 (COVID-19); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 252, Florida Statutes, authorizes political subdivisions of the state of Florida, including the CAPTIVA EROSION PREVENTION DISTRICT (CEPD) to declare a State of Local Emergency and to waive procedures and formalities, otherwise required by law, to take whatever prudent action is necessary to ensure the health, safety, and welfare of the community in the event of a state of emergency; and

WHEREAS, Governor Ron DeSantis signed Executive Orders 20-52 in response to the novel and virulent nature of COVID 19 and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and

WHEREAS, both the World Health Organization and federal Centers for Disease Control and Prevention (CDC) recognize the novel and virulent danger posed by COVID-19, having declared it a worldwide pandemic; and

WHEREAS, at the time of the execution of this proclamation, the CDC and Florida Surgeon General have recognized a present danger to residents of Florida from the outbreak; and

WHEREAS, the COVID 19 virus has the potential for causing widespread public health emergencies; and

WHEREAS, on March 1, 2020, the Governor of the State of Florida issued Executive Order Number 20-51 (attached hereto as Exhibit A), directing the Florida Department of Health to declare a Public Health Emergency due to COVID-19; and

WHEREAS, on March 9, 2020, the Governor of the State of Florida issued Executive Order Number 20-52, Section D (attached hereto as Exhibit B) declaring a State of Emergency for the State of Florida due to COVID-19, which grants the CEPD the power to waive the procedures and formalities otherwise required by law pertaining to:

- 1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- 2) Entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without ceiling as defined by 2 CFR 200.318(j) or cost plus percentage contracts as defined by 2 CFR 200.323(d);
- 3) Incurring obligations;

- 4) Employment of permanent and temporary workers;
- 5) Utilization of volunteer workers;
- 6) Rental of equipment;
- 7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,
- 8) Appropriation and expenditure of public funds.”

(Governor’s Executive Order 20-52 Section D, March 9, 2020); and

WHEREAS, March 13, 2020, the President of the United States issued a Proclamation (attached hereto as Exhibit C), declaring a National Emergency to address the spread of COVID-19; and

WHEREAS, on March 16, 2020, the President of the United States and the Center for Disease Control (CDC) issued the 15 Days to Slow the Spread (attached hereto as Exhibit D), advising individuals to adopt far-reaching social distancing measures, such as working from home and avoiding gatherings of more than 10 people; and

WHEREAS, the outbreak of COVID-19 has spread to Southwest Florida, including several positive test results and two deaths in Lee County; and

WHEREAS, on March 18, 2020, Lee County, Florida passed Emergency Resolution No. 20-03-18 (attached hereto as Exhibit E, less referenced exhibits), declaring a State of Local Emergency for Lee County, Florida and on March 18, 2019 Lee County has closed Lee County-owned beaches and Lee County-owned beach access points effective March 19, 2020 at 6 pm; and

WHEREAS, on March 17, 2020, **the Governor of the State of Florida issued Executive Order Number 20-68 (attached hereto as Exhibit F), ordering public beach gatherings to be limited to no more than 10 persons spaced at least six feet from other parties and supporting beach closures at the discretion of local authorities.**

NOW THEREFORE, BE IT RESOLVED by the CAPTIVA EROSION PREVENTION DISTRICT, Florida:

Section 1. The above "Whereas" clauses are incorporated herein as though fully set forth herein.

Section 2. COVID-19 poses a serious threat to the lives of the citizens who use the beaches and facilities of the CAPTIVA EROSION PREVENTION DISTRICT.



Section 3. This Resolution is an emergency measure necessary for the protection of the public safety, due to COVID-19.

Section 4. Accordingly, a State of Local Emergency is hereby declared, effective this, March 19, 2020, and proclaimed for all CEPD property, assets and territory within the legal power and boundaries of the CAPTIVA EROSION PREVENTION DISTRICT, Florida.

Section 5. Pursuant to Executive Order of the Governor, the CEPD may “waive the procedures and formalities otherwise required of the political subdivision by law pertaining to: 1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community...”

- a. The CAPTIVA EROSION PREVENTION DISTRICT, Florida, for future meetings and workshops scheduled or occurring during the declared national, state and county emergency, hereby “waives the procedures and formalities otherwise required” to allow attendance by telephone or electronic means, including use of internet and phone applications, when necessary to obtain a quorum, in order to take action during voluntary self-quarantine and social distancing due to the COVID 19 state of emergency.
- b. The CAPTIVA EROSION PREVENTION DISTRICT, Florida, closes until further notice of the CEPD Administrator, all CEPD public beach parking lots and CEPD public beach restrooms and CEPD public beach accesses including, but not limited to, the Alison Hagerup parking lot and facilities beginning this evening at 6 p.m. on March 19, 2020.
- c. The CAPTIVA EROSION PREVENTION DISTRICT, Florida, prohibits groups of 10 or more persons at all CEPD public beach accesses.
- d. The CAPTIVA EROSION PREVENTION DISTRICT, Florida, directs that groups of less than 10 persons sit at least six (6) feet from other groups at all CEPD public beach accesses.
- e. The CAPTIVA EROSION PREVENTION DISTRICT, Florida, hereby waives the procedures and formalities otherwise required by law, regarding procurement and expenditures as deemed necessary by the CEPD Administrator including, but not limited to:
  - 1) Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;
  - 2) Entering into contracts;
  - 3) Incurring obligations;
  - 4) Hiring of personnel including permanent, temporary and volunteer workers or independent contractors to perform tasks related to COVID 19;
  - 5) Rental of equipment;
  - 6) Acquisition and distribution, with or without compensation, of supplies, materials and facilities;
  - 7) Appropriation and expenditure of public funds.

Section 5. The CEPD Administrator is hereby delegated, authorized and designated as the declaring official for purposes of implementing the CEPD's Emergency Operations Plan, extending or terminating the provisions of this Emergency Resolution CEPD's Authority, all emergency powers as provided in Chapter 252, Florida Statutes, and all other powers set forth in any Executive Order that may be issued by the President of the United States of America, the Governor of the State of Florida and Resolutions and Declarations of Lee County Florida.

Section 6. The CEPD Administrator shall appoint and delegate a staff member to act as an interim CEPD Administrator on behalf of the CEPD Administrator if the CEPD Administrator can no longer perform the functions of the office and this Resolution.

Section 7. The CEPD Administrator shall be delegated the authority and discretion to manage employees, employee schedules, modify office hours, additional office cleaning and best disinfection procedures, and allow for remote work at home hours and other personnel and staffing arrangements as needed during the state of emergency.

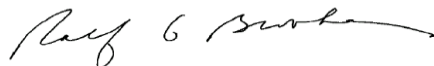
Section 8. This Resolution shall take effect immediately upon adoption and shall be automatically extended every seven (7) days until this national, state and local State of Emergency is concluded and this Resolution is no longer needed, or all or some of the terms of this Resolution are rescinded, amended or replaced by the CEPD or by the CEPD Administrator.

DULY INTRODUCED, PASSED AND ENACTED by the CEPD Board of Commissioners of the CAPTIVA EROSION PREVENTION DISTRICT, on Captiva Island, in Lee County, Florida this 19th day of March, 2020.

DocuSigned by:  
  
2EC76E0F67D24DD  
\_\_\_\_\_  
CHAIRMAN, Michael Mullins

ATTEST:  
DocuSigned by:  
  
2D6B6CAABF164E6...  
\_\_\_\_\_  
CEPD Assistant Administrator, Kimmy Foulds

Approved as to legal sufficiency:

  
\_\_\_\_\_  
CEPD Attorney, Ralf Brookes Attorney

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-51

(Establishes COVID-19 Response Protocol and Directs Public Health Emergency)

**WHEREAS**, Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

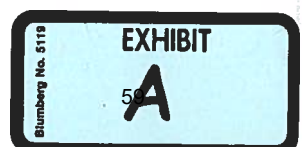
**WHEREAS**, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

**WHEREAS**, the World Health Organization declared COVID-19 a Public Health Emergency of International Concern; and

**WHEREAS**, in response to the recent COVID-19 outbreak in China, Iran, Italy and South Korea, the Centers for Disease Control and Prevention ("CDC") has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

**WHEREAS**, in response to the recent COVID-19 outbreak in Japan, the CDC has advised older travelers and those with chronic medical conditions to avoid nonessential travel and all travelers to exercise enhanced precautions; and

**WHEREAS**, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, use of alcohol-based hand sanitizers with 60%-95%



alcohol if soap and water are not readily available and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

**WHEREAS**, two individuals in the State of Florida tested presumptively positive for COVID-19, including a resident of Manatee County and a resident of Hillsborough County; and

**WHEREAS**, the CDC currently recommends mitigation measures in communities with COVID-19 cases, including staying at home when sick, keeping away from others who are sick and staying at home when a household member is sick with respiratory disease symptoms or if instructed to do so by public health officials or a health care provider; and

**WHEREAS**, it is necessary and appropriate to take action to ensure that COVID-19 remains controlled and that residents and visitors in Florida remain safe and secure;

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Because of the foregoing conditions, I direct the State Health Officer and Surgeon General, Dr. Scott Rivkees, to declare a public health emergency in the State of Florida, pursuant to his authority in section 381.00315, Florida Statutes. The State Health Officer is authorized and directed to use his judgment as to the duration of this public health emergency.

Section 2. In accordance with section 381.0011(7), Florida Statutes, I direct the State Health Officer to take any action necessary to protect the public health.

Section 3. I direct the State Health Officer to follow the guidelines established by the CDC in establishing protocols to control the spread of COVID-19 and educate the public on prevention.

Section 4. In accordance with section 381.0011(7), Florida Statutes, I designate the Florida Department of Health as the lead state agency to coordinate emergency response activities among the various state agencies and local governments. The State Health Officer, or his designee, shall advise the Executive Office of the Governor on the implementation of these emergency response activities.

Section 5. All actions taken by the State Health Officer with respect to this emergency before the issuance of this Executive Order are ratified.

Section 6. The Florida Department of Health will actively monitor, at a minimum, all persons meeting the definition of a Person Under Investigation (“PUI”) as defined by the CDC for COVID-19 for a period of at least 14 days or until the PUI tests negative for COVID-19. Active monitoring by the Florida Department of Health will include at least the following:

- A. Risk assessment within 24 hours of learning an individual meets the criteria for a PUI.
- B. Twice-daily temperature checks.

Section 7. The Florida Department of Health, pursuant to its authority in section 381.00315, Florida Statutes, will ensure that all individuals meeting the CDC’s definition of a PUI are isolated or quarantined for a period of 14 days or until the person tests negative for COVID-19.

Section 8. I hereby direct the Florida Department of Health to make its own determinations as to quarantine, isolation and other necessary public health interventions as permitted under Florida law.

Section 9. I direct all agencies under the direction of the Governor to fully cooperate with the Florida Department of Health, and any representative thereof in furtherance of this Order.

Agencies not under the direction of the Governor are requested to provide such assistance as is required.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 1st day of March, 2020.

  
\_\_\_\_\_  
RON DESANTIS, GOVERNOR

ATTEST:

  
\_\_\_\_\_  
SECRETARY OF STATE

2020 MAR - 1 PM 9:31

FILED

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-52

(Emergency Management - COVID-19 Public Health Emergency)

**WHEREAS**, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

**WHEREAS**, the World Health Organization previously declared COVID-19 a Public Health Emergency of International Concern; and

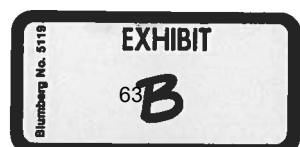
**WHEREAS**, in response to the recent COVID-19 outbreak in China, Iran, Italy, Japan and South Korea, the Centers for Disease Control and Prevention (“CDC”) has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

**WHEREAS**, on March 1, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 7, 2020, I directed the Director of the Division of Emergency Management to activate the State Emergency Operations Center to Level 2 to provide coordination and response to the COVID-19 emergency; and

**WHEREAS**, as of March 9, 2020, eight counties in Florida have positive cases for COVID-19, and COVID-19 poses a risk to the entire state of Florida; and



**WHEREAS**, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, using of alcohol-based hand sanitizers with 60%-95% alcohol if soap and water are not readily available and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

**WHEREAS**, the CDC currently recommends mitigation measures for communities experiencing an outbreak including staying at home when sick, keeping away from others who are sick, limiting face-to-face contact with others as much as possible, consulting with your healthcare provider if individuals or members of a household are at high risk for COVID-19 complications, wearing a facemask if advised to do so by a healthcare provider or by a public health official, staying home when a household member is sick with respiratory disease symptoms if instructed to do so by public health officials or a health care provider; and

**WHEREAS**, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Because of the foregoing conditions, I declare a state of emergency exists in the State of Florida.



Section 2. I designate the Director of the Division of Emergency Management (“Director”) as the State Coordinating Officer for the duration of this emergency and direct him to execute the State’s Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Additionally, I designate the State Health Officer and Surgeon General as a Deputy State Coordinating Officer and State Incident Commander.

Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(5)-(10), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Seek direct assistance and enter into agreements with any and all agencies of the United States Government as may be needed to meet the emergency.

B. Designate additional Deputy State Coordinating Officers, as necessary.

C. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.

D. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer; however, no such order shall remain in effect beyond the expiration of this Executive Order, to include any extension.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.

Section 4. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to the emergency may require them to suspend the application of the statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(1)(a), Florida Statutes, the Executive Office of the Governor may suspend all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such suspension issued by the Executive Office of the Governor; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extension.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, “necessary action in coping with the emergency” means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency Management Plan (“CEMP”); or (2) ordered by the State Coordinating Officer. The requirements of sections 252.46 and 120.54, Florida Statutes, shall not apply to any such suspension issued by a State agency; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extensions.

C. In accordance with section 465.0275, Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state and local agency but who do not reside in an area or county covered by this Executive Order.

D. In accordance with section 252.38, Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;

2) Entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without ceiling as defined by 2 CFR 200.318(j) or cost plus percentage contracts as defined by 2 CFR 200.323(d);

3) Incurring obligations;

4) Employment of permanent and temporary workers;

5) Utilization of volunteer workers;

6) Rental of equipment;

7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,

8) Appropriation and expenditure of public funds.

E. All State agencies responsible for the use of State buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent necessary to meet this emergency. I direct each State agency to report the closure of any State

building or facility to the Secretary of the Department of Management Services. Under the authority contained in section 252.36, Florida Statutes, I direct each County to report the closure of any building or facility operated or maintained by the County or any political subdivision therein to the Secretary of the Department of Management Services. Furthermore, I direct the Secretary of the Department of Management Services to:

- 1) Maintain an accurate and up-to-date list of all such closures; and,
- 2) Provide that list daily to the State Coordinating Officer.

Section 5. I find that the demands placed upon the funds appropriated to the agencies of the State of Florida and to local agencies are unreasonably great and the funds currently available may be inadequate to pay the costs of coping with this emergency. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 6. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 7. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 8. All activities taken by the Director of the Division of Emergency Management and the State Health Officer and Surgeon General with respect to this emergency before the issuance of this Executive Order are ratified. This Executive Order shall expire sixty days from this date unless extended.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 9th day of March, 2020.

*[Handwritten signature]*  
RON DESARTEIS, GOVERNOR

ATTEST:

*[Handwritten signature]*  
SECRETARY OF STATE

FILED  
2020 MAR -9 PM 5:52  
TALLAHASSEE, FLORIDA



PROCLAMATIONS

# Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak

Issued on: March 13, 2020



In December 2019, a novel (new) coronavirus known as SARS-CoV-2 (“the virus”) was first detected in Wuhan, Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally. The Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19. I have taken sweeping action to control the spread of the virus in the United States, including by suspending entry of foreign nationals seeking entry who had been physically present within the prior 14 days in certain jurisdictions where COVID-19 outbreaks have occurred, including the People’s Republic of China, the Islamic Republic of Iran, and the Schengen Area of Europe. The Federal Government, along with State and local governments, has taken preventive and proactive measures to slow the spread of the virus and treat those affected, including by instituting Federal quarantines for individuals evacuated from foreign nations, issuing a declaration pursuant to section 319F-3 of the Public Health Service Act (42 U.S.C. 247d-6d), and releasing policies to accelerate the acquisition of personal protective equipment and streamline bringing new diagnostic capabilities to laboratories. On March 11, 2020, the World Health Organization announced that the COVID-19 outbreak can be characterized as a



pandemic, as the rates of infection continue to rise in many locations around the world and across the United States.

The spread of COVID-19 within our Nation's communities threatens to strain our Nation's healthcare systems. As of March 12, 2020, 1,645 people from 47 States have been infected with the virus that causes COVID-19. It is incumbent on hospitals and medical facilities throughout the country to assess their preparedness posture and be prepared to surge capacity and capability. Additional measures, however, are needed to successfully contain and combat the virus in the United States.

NOW, THEREFORE, I, DONALD J. TRUMP, President of the United States, by the authority vested in me by the Constitution and the laws of the United States of America, including sections 201 and 301 of the National Emergencies Act (50 U.S.C. 1601 *et seq.*) and consistent with section 1135 of the Social Security Act (SSA), as amended (42 U.S.C. 1320b-5), do hereby find and proclaim that the COVID-19 outbreak in the United States constitutes a national emergency, beginning March 1, 2020. Pursuant to this declaration, I direct as follows:

**Section 1. Emergency Authority.** The Secretary of HHS may exercise the authority under section 1135 of the SSA to temporarily waive or modify certain requirements of the Medicare, Medicaid, and State Children's Health Insurance programs and of the Health Insurance Portability and Accountability Act Privacy Rule throughout the duration of the public health emergency declared in response to the COVID-19 outbreak.

**Sec. 2. Certification and Notice.** In exercising this authority, the Secretary of HHS shall provide certification and advance written notice to the Congress as required by section 1135(d) of the SSA (42 U.S.C. 1320b-5(d)).

**Sec. 3. General Provisions.** (a) Nothing in this proclamation shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This proclamation shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This proclamation is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

IN WITNESS WHEREOF, I have hereunto set my hand this thirteenth day of March, in the year of our Lord two thousand twenty, and of the Independence of the United States of America the two hundred and forty-fourth.

DONALD J. TRUMP



THE PRESIDENT'S **CORONAVIRUS GUIDELINES FOR AMERICA**

# 15 DAYS TO SLOW THE SPREAD

Listen to and follow the directions of your **STATE AND LOCAL AUTHORITIES**.

**IF YOU FEEL SICK**, stay home. Do not go to work. Contact your medical provider.

**IF YOUR CHILDREN ARE SICK**, keep them at home. Do not send them to school. Contact your medical provider.

**IF SOMEONE IN YOUR HOUSEHOLD HAS TESTED POSITIVE** for the coronavirus, keep the entire household at home. Do not go to work. Do not go to school. Contact your medical provider.

**IF YOU ARE AN OLDER PERSON**, stay home and away from other people.

**IF YOU ARE A PERSON WITH A SERIOUS UNDERLYING HEALTH CONDITION** that can put you at increased risk (for example, a condition that impairs your lung or heart function or weakens your immune system), stay home and away from other people.



For more information, please visit  
**CORONAVIRUS.GOV**

# DO YOUR PART TO SLOW THE SPREAD OF THE CORONAVIRUS

Even if you are young, or otherwise healthy, you are at risk and your activities can increase the risk for others. It is critical that you do your part to slow the spread of the coronavirus.

Work or engage in schooling **FROM HOME** whenever possible.

**IF YOU WORK IN A CRITICAL INFRASTRUCTURE INDUSTRY**, as defined by the Department of Homeland Security, such as healthcare services and pharmaceutical and food supply, you have a special responsibility to maintain your normal work schedule. You and your employers should follow CDC guidance to protect your health at work.

**AVOID SOCIAL GATHERINGS** in groups of more than 10 people.

Avoid eating or drinking at bars, restaurants, and food courts — **USE DRIVE-THRU, PICKUP, OR DELIVERY OPTIONS.**

**AVOID DISCRETIONARY TRAVEL**, shopping trips, and social visits.

**DO NOT VISIT** nursing homes or retirement or long-term care facilities unless to provide critical assistance.

**PRACTICE GOOD HYGIENE:**

- *Wash your hands, especially after touching any frequently used item or surface.*
- *Avoid touching your face.*
- *Sneeze or cough into a tissue, or the inside of your elbow.*
- *Disinfect frequently used items and surfaces as much as possible.*

**CORONAVIRUS.GOV**

School operations can accelerate the spread of the coronavirus. Governors of states with evidence of community transmission should close schools in affected and surrounding areas. Governors should close schools in communities that are near areas of community transmission, even if those areas are in neighboring states. In addition, state and local officials should close schools where coronavirus has been identified in the population associated with the school. States and localities that close schools need to address childcare needs of critical responders, as well as the nutritional needs of children.

Older people are particularly at risk from the coronavirus. All states should follow Federal guidance and halt social visits to nursing homes and retirement and long-term care facilities.

In states with evidence of community transmission, bars, restaurants, food courts, gyms, and other indoor and outdoor venues where groups of people congregate should be closed.

**LEE COUNTY, FLORIDA  
EMERGENCY RESOLUTION NO. 20-03-18  
DECLARING A STATE OF LOCAL EMERGENCY**

WHEREAS, §252.38 (3) (a) (5), Florida Statutes, provides authority to a political subdivision to declare a State of Local Emergency for a period of seven (7) days in order to take whatever action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, on March 1, 2020, the Governor of Florida issued Executive Order Number 20-51 (Exhibit A) directing the State Health Officer and Surgeon General to declare a Public Health Emergency to ensure that the Coronavirus Disease (COVID-19) remains controlled and that residents and visitors in Florida remain safe and secure; and

WHEREAS, on March 9, 2020, the Governor of Florida issued Executive Order Number 20-52 declaring a State of Emergency for the State of Florida due to the Coronavirus Disease (COVID-19) (Exhibit B); and

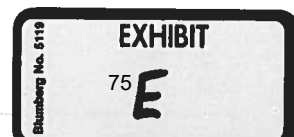
WHEREAS, on March 11, 2020, Lee County Board of County Commissioners recognizing the danger posed to residents and visitors started its response; and

WHEREAS, on March 13, the President of the United States issued a Proclamation declaring a National Emergency to address the spread of COVID-19 (Exhibit C); and

WHEREAS, COVID-19 is a serious respiratory illness that causes symptoms similar to influenza including coughing, fever, and shortness of breath; and

WHEREAS, a significant outbreak of COVID-19 has spread to other countries, including the United States and now Lee County;

WHEREAS, in Lee County several people have tested positive for COVID-19 and two have died from the disease; and



WHEREAS, Lee County Ordinance 87-01, authorizes the Chairperson of the Board of County Commissioners, or the Vice Chairperson in his or her absence, or the County Manager or his designee in the absence of the Chairperson and Vice Chairperson to declare a State of Local Emergency when immediate and expeditious action is required to protect lives; and

WHEREAS, Lee County Ordinance 87-01, authorizes the Chairperson of the Board of County Commissioners, or the Vice Chairperson in his or her absence, or the County Manager or his designee in the absence of the Chairperson and Vice Chairperson to extend the declaration of the State of Local Emergency for seven (7) day increments or terminate the State of Local Emergency; and

NOW THEREFORE, IT IS RESOLVED THIS 17<sup>th</sup> day of March, 2020, that COVID-19 poses a serious threat to the lives of the residents of Lee County and that a State of Local Emergency shall be declared, effective immediately, for all unincorporated and incorporated areas within the local boundaries of Lee County, Florida.

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby exercises its authority and waives the county policies, procedures and formalities required by law of a political subdivision, as provided in §252.38 (3) (a) (5), Florida Statutes; and authorizes the County Manager or designee to take whatever prudent action necessary to effectuate protection of the health, safety, and welfare of the community.

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: *Bruce Adams*  
Chair or Designee

ATTEST:  
LINDA DOGGETT, CLERK

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

BY: *Melissa Butler*  
Deputy Clerk

BY: *Richard M. Clark*  
Office of the County Attorney

9 : 31 A.M.  
(Time)

- Exhibit A      Executive Order 20-51
- Exhibit B      Executive Order 20-52
- Exhibit C      Presidential Proclamation



# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 20-68 (Emergency Management - COVID-19)

**WHEREAS**, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, on March 1, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

**WHEREAS**, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention ("CDC") issued the 15 Days to Slow the Spread guidance advising individuals to adopt far-reaching social distancing measures, such as working from home and avoiding gatherings of more than 10 people; and

**WHEREAS**, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:



Section 1. Bars, Pubs and Nightclubs

A. Pursuant to sections 252.36(5)(g)-(h), Florida Statutes, any licensee authorized to sell alcoholic beverages for consumption on premises that derive more than 50% of its gross revenue from the sale of alcoholic beverages shall suspend all sale of alcoholic beverages for thirty days from the date of this order, effective at 5 p.m. today, March 17, 2020.

B. The Department of Business and Professional Regulation shall utilize its authorities under Florida law to further implement and enforce the provisions of this Section and shall take additional measures with respect to bars, pubs and nightclubs as necessary to protect the public health, safety and welfare.

Section 2. Beaches

Pursuant to section 252.36(5)(k), Florida Statutes, I direct parties accessing public beaches in the State of Florida to follow the CDC guidance by limiting their gatherings to no more than 10 persons, distance themselves from other parties by 6 feet, and support beach closures at the discretion of local authorities.

Section 3. Restaurants

A. Pursuant to section 252.36(5)(g), Florida Statutes, a restaurant shall immediately limit its occupancy to 50% of its current building occupancy.

B. Pursuant to section 252.36(5)(g), Florida Statutes, a restaurant shall follow the CDC guidance by ensuring, at minimum, a 6-foot distance between any group of patrons and limiting parties to no more than 10 individuals.

C. The Department of Business and Professional Regulation shall ensure all restaurants implement employee screening and prohibit any employee from entering the restaurant premises if they meet any of the criteria listed below:



1) Any person infected with COVID-19 who has not had two consecutive negative test results separated by 24 hours;

2) Any person showing, presenting signs or symptoms of, or disclosing the presence of a respiratory infection, including cough, fever, shortness of breath or sore throat;

3) Any person who has been in contact with any person(s) known to be infected with COVID-19, who has not yet tested negative for COVID-19 within the past 14 days;

4) Any person who traveled through any airport within the past 14 days; or

5) Any person who traveled on a cruise ship within the past 14 days.

D. The Department of Business and Professional Regulation shall utilize its authorities under Florida law to further implement and enforce the provisions of this Section and shall take additional measures with respect to bars, pubs and nightclubs as necessary to protect the public health, safety and welfare.

For purposes of this section, "restaurant" shall include any Food Service Establishment, licensed under Chapter 500, Florida Statutes, and Public Food Service Establishment, licensed under Chapter 509, Florida Statutes.

Section 4. This Executive Order shall expire thirty days from this date unless extended.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be fixed, at Tallahassee, this 17th day of May, 2020.

*[Handwritten Signature]*  
\_\_\_\_\_  
RON DESANTIS, GOVERNOR

ATTEST:

*[Handwritten Signature]*  
\_\_\_\_\_  
SECRETARY OF STATE

2020 MAY 17 PM 1:34



**CAPTIVA EROSION PREVENTION DISTRICT, FLORIDA  
EMERGENCY RESOLUTION 2020-2  
COVID-19**

AN EMERGENCY PROCLAMATION AND RESOLUTION OF THE CAPTIVA EROSION PREVENTION DISTRICT DECLARING A STATE OF LOCAL EMERGENCY RESULTING FROM OUTBREAK OF THE CORONAVIRUS DISEASE 2019 (COVID-19); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 252, Florida Statutes, authorizes political subdivisions of the state of Florida, including the CAPTIVA EROSION PREVENTION DISTRICT (CEPD) to declare a State of Local Emergency and to waive procedures and formalities, otherwise required by law, to take whatever prudent action is necessary to ensure the health, safety, and welfare of the community in the event of a state of emergency; and

WHEREAS, Governor Ron DeSantis signed Executive Orders 20-52 in response to the novel and virulent nature of COVID 19 and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and

WHEREAS, both the World Health Organization and federal Centers for Disease Control and Prevention (CDC) recognize the novel and virulent danger posed by COVID-19, having declared it a worldwide pandemic; and

WHEREAS, at the time of the execution of this proclamation, the CDC and Florida Surgeon General have recognized a present danger to residents of Florida from the outbreak; and

WHEREAS, the COVID 19 virus has the potential for causing widespread public health emergencies; and

WHEREAS, on March 1, 2020, the Governor of the State of Florida issued Executive Order Number 20-51 (attached hereto as Exhibit A), directing the Florida Department of Health to declare a Public Health Emergency due to COVID-19; and

WHEREAS, on March 9, 2020, the Governor of the State of Florida issued Executive Order Number 20-52, Section D (attached hereto as Exhibit B) declaring a State of Emergency for the State of Florida due to COVID-19, which grants the CEPD the power to waive the procedures and formalities otherwise required by law pertaining to:

- 1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- 2) Entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without ceiling as defined by 2 CFR 200.318(j) or cost plus percentage contracts as defined by 2 CFR 200.323(d);
- 3) Incurring obligations;

- 4) Employment of permanent and temporary workers;
- 5) Utilization of volunteer workers;
- 6) Rental of equipment;
- 7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,
- 8) Appropriation and expenditure of public funds.”

(Governor’s Executive Order 20-52 Section D, March 9, 2020); and

WHEREAS, March 13, 2020, the President of the United States issued a Proclamation (attached hereto as Exhibit C), declaring a National Emergency to address the spread of COVID-19; and

WHEREAS, on March 16, 2020, the President of the United States and the Center for Disease Control (CDC) issued the 15 Days to Slow the Spread (attached hereto as Exhibit D), advising individuals to adopt far-reaching social distancing measures, such as working from home and avoiding gatherings of more than 10 people; and

WHEREAS, the outbreak of COVID-19 has spread to Southwest Florida, including several positive test results and two deaths in Lee County; and

WHEREAS, on March 18, 2020, Lee County, Florida passed Emergency Resolution No. 20-03-18 (attached hereto as Exhibit E, less referenced exhibits), declaring a State of Local Emergency for Lee County, Florida and on March 18, 2019 Lee County has closed Lee County-owned beaches and Lee County-owned beach access points effective March 19, 2020 at 6 pm; and

WHEREAS, on March 17, 2020, **the Governor of the State of Florida issued Executive Order Number 20-68 (attached hereto as Exhibit F), ordering public beach gatherings to be limited to no more than 10 persons spaced at least six feet from other parties and supporting beach closures at the discretion of local authorities.**

NOW THEREFORE, BE IT RESOLVED by the CAPTIVA EROSION PREVENTION DISTRICT, Florida:

Section 1. The above "Whereas" clauses are incorporated herein as though fully set forth herein.

Section 2. COVID-19 poses a serious threat to the lives of the citizens who use the beaches and facilities of the CAPTIVA EROSION PREVENTION DISTRICT.

Section 3. This Resolution is an emergency measure necessary for the protection of the public safety, due to COVID-19.

Section 4. Accordingly, a State of Local Emergency is hereby declared, effective this, March 19, 2020, and proclaimed for all CEPD property, assets and territory within the legal power and boundaries of the CAPTIVA EROSION PREVENTION DISTRICT, Florida.

Section 5. Pursuant to Executive Order of the Governor, the CEPD may “ waive the procedures and formalities otherwise required of the political subdivision by law pertaining to: 1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community...”

- a. The CAPTIVA EROSION PREVENTION DISTRICT, Florida, for future meetings and workshops scheduled or occurring during the declared national, state and county emergency, hereby “waives the procedures and formalities otherwise required” to allow attendance by telephone or electronic means, including use of internet and phone applications, when necessary to obtain a quorum, in order to take action during voluntary self-quarantine and social distancing due to the COVID 19 state of emergency.
- b. The CAPTIVA EROSION PREVENTION DISTRICT, Florida, closes until further notice of the CEPD Administrator, all CEPD public beach parking lots and CEPD public beach restrooms and CEPD public beach accesses including, but not limited to, the Alison Hagerup parking lot and facilities beginning this evening at 6 p.m. on March 19, 2020.
- c. The CAPTIVA EROSION PREVENTION DISTRICT, Florida, prohibits groups of 10 or more persons at all CEPD public beach accesses.
- d. The CAPTIVA EROSION PREVENTION DISTRICT, Florida, directs that groups of less than 10 persons sit at least six (6) feet from other groups at all CEPD public beach accesses.
- e. The CAPTIVA EROSION PREVENTION DISTRICT, Florida, hereby waives the procedures and formalities otherwise required by law, regarding procurement and expenditures as deemed necessary by the CEPD Administrator including, but not limited to:
  - 1) Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;
  - 2) Entering into contracts;
  - 3) Incurring obligations;
  - 4) Hiring of personnel including permanent, temporary and volunteer workers or independent contractors to perform tasks related to COVID 19;
  - 5) Rental of equipment;
  - 6) Acquisition and distribution, with or without compensation, of supplies, materials and facilities;
  - 7) Appropriation and expenditure of public funds.

Section 5. The CEPD Administrator is hereby delegated, authorized and designated as the declaring official for purposes of implementing the CEPD's Emergency Operations Plan, extending or terminating the provisions of this Emergency Resolution CEPD's Authority, all emergency powers as provided in Chapter 252, Florida Statutes, and all other powers set forth in any Executive Order that may be issued by the President of the United States of America, the Governor of the State of Florida and Resolutions and Declarations of Lee County Florida.

Section 6. The CEPD Administrator shall appoint and delegate a staff member to act as an interim CEPD Administrator on behalf of the CEPD Administrator if the CEPD Administrator can no longer perform the functions of the office and this Resolution.

Section 7. The CEPD Administrator shall be delegated the authority and discretion to manage employees, employee schedules, modify office hours, additional office cleaning and best disinfection procedures, and allow for remote work at home hours and other personnel and staffing arrangements as needed during the state of emergency.

Section 8. This Resolution shall take effect immediately upon adoption and shall be in effect until this national, state and local State of Emergency is concluded and this Resolution is no longer needed, or all or some of the terms of this Resolution are rescinded, amended or replaced by the CEPD or by the CEPD Administrator.

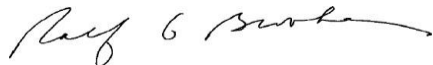
DULY INTRODUCED, PASSED AND ENACTED by the CEPD Board of Commissioners of the CAPTIVA EROSION PREVENTION DISTRICT, on Captiva Island, in Lee County, Florida this 19th day of March, 2020.

\_\_\_\_\_  
CHAIRMAN, Michael Mullins

ATTEST:

\_\_\_\_\_  
CEPD Assistant Administrator, Kimmy Foulds

Approved as to legal sufficiency:



\_\_\_\_\_  
CEPD Attorney, Ralf Brookes Attorney

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-51

(Establishes COVID-19 Response Protocol and Directs Public Health Emergency)

**WHEREAS**, Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, in late 2019, a new and significant outbreak of COVID-19 emerged in China ;  
and

**WHEREAS**, the World Health Organization declared COVID-19 a Public Health Emergency of International Concern; and

**WHEREAS**, in response to the recent COVID-19 outbreak in China, Iran, Italy and South Korea, the Centers for Disease Control and Prevention ("CDC") has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

**WHEREAS**, in response to the recent COVID-19 outbreak in Japan, the CDC has advised older travelers and those with chronic medical conditions to avoid non-essential travel and all travelers to exercise enhanced precautions; and

**WHEREAS**, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, use of alcohol-based hand sanitizers with 60%-95% to

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and ol jects to increase comm unit y resiliil.nCl;' and readines s for respond in g to an outbr eak;  
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**WH EREAS**, two in di viduals in the State of Florida tested presumpti vely positive Cur  
f'COVID-1 Q, including a re(,ident of Manatee County and a resident of Hillsboromd1 County ; and

**WHEKEAS**, the CDC curren tly rl:commend mitigation measure!- in communi ti es with  
COY] D- 1 9 ca-;es, including staying cIt home when sick, keeping away from others who are sick and  
staying at home when a household rncmhr is sick with respi rator y disease symptoms or if instructed  
to do so by public health officials or a health care provider ; and

**WHEREAS**, it is necessary and appropriate to take action to ensure that COVID-19  
remain controlled and that residents and isitor.s in Florida remain safe and secure;

**NOW, THERF.FORE, I, RON DESANTIS.** as Go vernor of Florida, by Yirtuc of the  
authority vested in me by Article IV. Section (I )(a) of the Florida Const ituti on. and all other applicabk  
hn>,b. prnrnlgate the follo\ ing Executive Order to take immediate dl"t:ct:

Section 1 . Because of the foregoing conditions, I direct the Stntt· Health Offic er and Surgeon  
Gene ral, Dr. Scott Rivkccs, to declare a public henIth emergency in the State of Florida. pursuant to  
his authority in section 381.00315, Florida Statute<. The State Health Offic er is authori- d and  
directed to use his judgment as to the duration of this public health enwrgency.

S\_ ction 2. In acc-ordc1nc.e with section 381.0011(7). Florida Statutes, I direct the State  
Health Officer to take any action necessary to protect the public hcalth .

.S. f ti.Q!!1 I direct the State Health Ofliccr to follo\v the guidelines established by the CDC  
in es ta blishi ng protocols to control the spread of COYID-19 and cducule the public on prevent ion.

Section 4. In accordance with section 381.0011 (7), Florida Statutes, I designate the Florida Department of Health as the lead state agency to coordinate emergency response activities among the various state agencies and local governments. The State Health Officer, or his designee, shall advise the Executive Office of the Governor on the implementation of these emergency response activities.

Section 5. All actions taken by the State Health Officer with respect to this emergency before the issuance of this Executive Order are ratified.

Section 6. The Florida Department of Health will actively monitor, at a minimum, all persons meeting the definition of a Person Under Investigation ("PUI") as defined by the CDC for COVID-19 for a period of at least 14 days or until the PUI tests negative for COVID-19. Active monitoring by the Florida Department of Health will include at least the following:

- A. Risk assessment within 24 hours of learning an individual meets the criteria for a PUI.
- B. Twice-daily temperature checks.

Section 7. The Florida Department of Health, pursuant to its authority in section 381.00315, Florida Statutes, will ensure that all individuals meeting the CDC's definition of a PUI are isolated or quarantined for a period of 14 days or until the person tests negative for COVID-19.

Section 8. I hereby direct the Florida Department of Health to make its own determinations as to quarantine, isolation and other necessary public health interventions as permitted under Florida law.

Section 9. I direct all agencies under the direction of the Governor to fully cooperate with the Florida Department of Health, and any representative thereof in furtherance of this Order.

Agencies not under the direction of the Governor are requested to provide such assistance as is required.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 1st day of March, 2020.

*Ron* @ \_\_\_\_\_  
RON DESANTIS, GOVERNOR

ATTEST:

*Laurel* \_\_\_\_\_  
SECRETARY OF STATE

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# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-52

(Emergency Management - COVID-19 Public Health Emergency)

**WHEREAS**, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

**WHEREAS**, the World Health Organization previously declared COVID-19 a Public Health Emergency of International Concern; and

**WHEREAS**, in response to the recent COVID-19 outbreak in China, Iran, Italy, Japan and South Korea, the Centers for Disease Control and Prevention ("CDC") has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

**WHEREAS**, on March 1, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 7, 2020, I directed the Director of the Division of Emergency Management to activate the State Emergency Operations Center to Level 2 to provide coordination and response to the COVID-19 emergency; and

**WHEREAS**, as of March 9, 2020, eight counties in Florida have positive cases for COVID-19, and COVID-19 poses a risk to the entire state of Florida; and



**WHEREAS**, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, using of alcohol-based hand sanitizers with 60%-95% alcohol if soap and water are not readily available and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

**WHEREAS**, the CDC currently recommends mitigation measures for communities experiencing an outbreak including staying at home when sick, keeping away from others who are sick, limiting face-to-face contact with others as much as possible, consulting with your healthcare provider if individuals or members of a household are at high risk for COVID-19 complications, wearing a facemask if advised to do so by a healthcare provider or by a public health official, staying home when a household member is sick with respiratory disease symptoms if instructed to do so by public health officials or a health care provider; and

**WHEREAS**, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Because of the foregoing conditions, I declare a state of emergency exists in the State of Florida.

Section 2. I designate the Director of the Division of Emergency Management ("Director..") as the State Coordinating Officer for the duration of this emergency and direct him to execute the State's Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Additionally, I designate the State Health Officer and Surgeon General as a Deputy State Coordinating Officer and State Incident Commander.

Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(5)-(10), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Seek direct assistance and enter into agreements with any and all agencies of the United States Government as may be needed to meet the emergency.

B. Designate additional Deputy State Coordinating Officers, as necessary.

C. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.

D. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer; however, no such order shall remain in effect beyond the expiration of this Executive Order, to include any extension.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.

Section A. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to the emergency may require them to suspend the application of the statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(1)(a), Florida Statutes, the Executive Office of the Governor may suspend all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such suspension issued by the Executive Office of the Governor; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extension.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, "necessary action in coping with the emergency" means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency Management Plan ("CEMP"); or (2) ordered by the State Coordinating Officer. The requirements of sections 252.46 and 120.54, Florida Statutes, shall not apply to any such suspension issued by a State agency; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extensions.

C. In accordance with section 465.0275, Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state and local agency but who do not reside in an area or county covered by this Executive Order.

D. In accordance with section 252.38, Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;

2) Entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without ceiling as defined by 2 CFR 200.318(i) or cost plus percentage contracts as defined by 2 CFR 200.323(d);

3) Incurring obligations;

4) Employment of permanent and temporary workers;

5) Utilization of volunteer workers;

6) Rental of equipment;

7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,

8) Appropriation and expenditure of public funds.

E. All State agencies responsible for the use of State buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent necessary to meet this emergency. I direct each State agency to report the closure of any State

building or facility to the Secretary of the Department of Management Services. Under the authority contained in section 252.36, Florida Statutes, I direct each County to report the closure of any building or facility operated or maintained by the County or any political subdivision therein to the Secretary of the Department of Management Services. Furthermore, I direct the Secretary of the Department of Management Services to:

- 1) Maintain an accurate and up-to-date list of all such closures; and,
- 2) Provide that list daily to the State Coordinating Officer.

Section 5. I find that the demands placed upon the funds appropriated to the agencies of the State of Florida and to local agencies are unreasonably great and the funds currently available may be inadequate to pay the costs of coping with this emergency. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 6. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 7. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 8. All activities taken by the Director of the Division of Emergency Management and the State Health Officer and Surgeon General with respect to this emergency before the issuance of this Executive Order are ratified. This Executive Order shall expire sixty days from this date unless extended.



ATTEST:

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 9th day of

March, 2020

*[Handwritten signature in blue ink]*  
RON DESANTIS, GOVERNOR

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PROCLAMATIONS

**Proclamation on Declaring a National  
Emergency Concerning the Novel Coronavirus  
Disease (COVID-19) Outbreak**

Issued on: **March 13, 2020**



In December 2019, a novel (new) coronavirus known as SARS-CoV-2 ("the virus") was first detected in Wuhan, Hubei Province, People's Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally. The Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19. I have taken sweeping action to control the spread of the virus in the United States, including by suspending entry of foreign nationals seeking entry who had been physically present within the prior 14 days in certain jurisdictions where COVID-19 outbreaks have occurred, including the People's Republic of China, the Islamic Republic of Iran, and the Schengen Area of Europe. The Federal Government, along with State and local governments, has taken preventive and proactive measures to slow the spread of the virus and treat those affected, including by instituting Federal quarantines for individuals evacuated from foreign nations, issuing a declaration pursuant to section 319F-3 of the Public Health Service Act (42 U.S.C. 247d-6d), and releasing policies to accelerate the acquisition of personal protective equipment and streamline bringing new diagnostic capabilities to laboratories. On March 11, 2020, the World Health Organization announced that the COVID-19 outbreak can be characterized as a





pandemic, as the rates of infection continue to rise in many locations around the world and across the United States.

The spread of COVID-19 within our Nation's communities threatens to strain our Nation's healthcare systems. As of March 12, 2020, 1,645 people from 47 States have been infected with the virus that causes COVID-19. It is incumbent on hospitals and medical facilities throughout the country to assess their preparedness posture and be prepared to surge capacity and capability. Additional measures, however, are needed to successfully contain and combat the virus in the United States.

NOW, THEREFORE, I, DONALD J. TRUMP, President of the United States, by the authority vested in me by the Constitution and the laws of the United States of America, including sections 201 and 301 of the National Emergencies Act (50 U.S.C. 1601 *et seq.*) and consistent with section 1135 of the Social Security Act (SSA), as amended (42 U.S.C. 1320b-5), do hereby find and proclaim that the COVID-19 outbreak in the United States constitutes a national emergency, beginning March 1, 2020. Pursuant to this declaration, I direct as follows:

Section 1. Emergency Authority. The Secretary of HHS may exercise the authority under section 1135 of the SSA to temporarily waive or modify certain requirements of the Medicare, Medicaid, and State Children's Health Insurance programs and of the Health Insurance Portability and Accountability Act Privacy Rule throughout the duration of the public health emergency declared in response to the COVID-19 outbreak.

- *i.* Certification and Notice. In exercising this authority, the Secretary of HHS shall provide certification and advance written notice to the Congress as required by section 1135(d) of the SSA (42 U.S.C. 1320b-5(d)).
  
- General Provisions. (a) Nothing in this proclamation shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This proclamation shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This proclamation is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

IN WITNESS WHEREOF, I have hereunto set my hand this thirteenth day of March, in the year of our Lord two thousand twenty, and of the Independence of the United States of America the two hundred and forty-fourth.

DONALD J. TRUMP

# 15 DAYS TO SLOW THE SPREAD

Listen to and follow the directions of your **STATE AND LOCAL AUTHORITIES**.

**IF YOU FEEL SICK**, stay home. Do not go to work. Contact your medical provider.

**IF YOUR CHILDREN ARE SICK**, keep them at home. Do not send them to school. Contact your medical provider.

**IF SOMEONE IN YOUR HOUSEHOLD HAS TESTED POSITIVE** for the coronavirus, keep the entire household at home. Do not go to work. Do not go to school. Contact your medical provider.

**IF YOU ARE AN OLDER PERSON**, stay home and away from other people.

**IF YOU ARE A PERSON WITH A SERIOUS UNDERLYING HEALTH CONDITION** that can put you at increased risk (for example, a condition that impairs your lung or heart function or weakens your immune system), stay home and away from other people.

Blumberg No 1111

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EXHIBIT



For more information, please visit

**CORONAVIRUS.GOV**

# DO YOUR PART TO SLOW THE SPREAD OF THE CORONAVIRUS

Even if you are young, or otherwise healthy, you are at risk and your activities can increase the risk for others. It is critical that you do your part to slow the spread of the coronavirus.

Work or engage in schooling **FROM HOME** whenever possible.

**IF YOU WORK IN A CRITICAL INFRASTRUCTURE INDUSTRY**, as defined by the Department of Homeland Security, such as healthcare services and pharmaceutical and food supply, you have a special responsibility to maintain your normal work schedule. You and your employers should follow CDC guidance to protect your health at work.

**AVOID SOCIAL GATHERINGS** in groups of more than 10 people.

Avoid eating or drinking at bars, restaurants, and food courts — **USE DRIVE-THRU, PICKUP, OR DELIVERY OPTIONS.**

**AVOID DISCRETIONARY TRAVEL**, shopping trips, and social visits.

**DO NOT VISIT** nursing homes or retirement or long-term care facilities unless to provide critical assistance.

**PRACTICE GOOD HYGIENE:**

- *Wash your hands, especially after touching any frequently used item or surface.*
- *Avoid touching your face.*
- *Sneeze or cough into a tissue, or the inside of your elbow.*
- *Disinfect frequently used items and surfaces as much as possible.*

**CORONAVIRUS.GOV**

School operations can accelerate the spread of the coronavirus. Governors of states with evidence of community transmission should close schools in affected and surrounding areas. Governors should close schools in communities that are near areas of community transmission, even if those areas are in neighboring states. In addition, state and local officials should close schools where coronavirus has been identified in the population associated with the school. States and localities that close schools need to address childcare needs of critical responders, as well as the nutritional needs of children.

Older people are particularly at risk from the coronavirus. All states should follow Federal guidance and halt social visits to nursing homes and retirement and long-term care facilities.

In states with evidence of community transmission, bars, restaurants, food courts, gyms, and other indoor and outdoor venues where groups of people congregate should be closed.

**LEE COUNTY, FLORIDA  
EMERGENCY RESOLUTION NO. 20-03-18  
DECLARING A STATE QF LOCAL EMERGENCY**

WHEREAS, §252.38 (3) (a) (5), Florida Statutes, provides authority to a political subdivision to declare a State of Local Emergency for a period of seven (7) days in order to take whatever action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, on March 1, 2020, the Governor of Florida issued Executive Order Number 20-51 (Exhibit A) directing the State Health Officer and Surgeon General to declare a Public Health Emergency to ensure that the Coronavirus Disease (COVID-19) remains controlled and that residents and visitors in Florida remain safe and secure; and

WHEREAS, on March 9, 2020, the Governor of Florida issued Executive Order Number 20-52 declaring a State of Emergency for the State of Florida due to the Coronavirus Disease (COVID-19) (Exhibit B); and

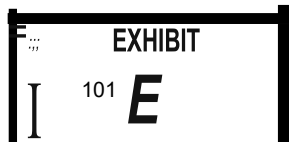
WHEREAS, on March 11, 2020, Lee County Board of County Commissioners recognizing the danger posed to residents and visitors started its response; and

WHEREAS, on March 13, the President of the United States issued a Proclamation declaring a National Emergency to address the spread of COVID-19 (Exhibit C); and

WHEREAS, COVID-19 is a serious respiratory illness that causes symptoms similar to influenza including coughing, fever, and shortness of breath; and

WHEREAS, a significant outbreak of COVID-19 has spread to other countries, including the United States and now Lee County;

WHEREAS, in Lee County several people have tested positive for COVID-19 and two have died from the disease; and



WHEREAS, Lee County Ordinance 87-01, authorizes the Chairperson of the Board of County Commissioners, or the Vice Chairperson in his or her absence, or the County Manager or his designee in the absence of the Chairperson and Vice Chairperson to declare a State of Local Emergency when immediate and expeditious action is required to protect lives; and

WHEREAS, Lee County Ordinance 87-01, authorizes the Chairperson of the Board of County Commissioners, or the Vice Chairperson in his or her absence, or the County Manager or his designee in the absence of the Chairperson and Vice Chairperson to extend the declaration of the State of Local Emergency for seven (7) day increments or terminate the State of Local Emergency; and

NOW THEREFORE, IT IS RESOLVED THIS 17<sup>th</sup> day of March, 2020, that COVID-19 poses a serious threat to the lives of the residents of Lee County and that a State of Local Emergency shall be declared, effective immediately, for all unincorporated and incorporated areas within the local boundaries of Lee County, Florida.

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby exercises its authority and waives the county policies, procedures and formalities required by law of a political subdivision, as provided in §252.38 (3) (a) (5), Florida Statutes; and authorizes the County Manager or designee to take whatever prudent action necessary to effectuate protection of the health, safety, and welfare of the community.

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

**BY**  
Chair or Designee

ATTEST:  
LINDA DOGGETT, CLERK

**& M**

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

**BY:** \_\_\_\_\_

Office of the County Attorney

**j. J. L. Jr. M.**  
(Time)

*[Handwritten signature]*

Exhibit A Executive Order 20-51

*[Handwritten signature]*

Exhibit B Executive Order 20-52  
Exhibit C Presidential Proclamation

*[Handwritten signature]*

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 20-68 (Emergency Management - COVID 19)

**WHEREAS**, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans; through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, on March 11, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 11, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

**WHEREAS**, on March 16, 2020, President Donald Trump and the Centers for Disease Control and Prevention (CDC) issued the 15 Days to Slow the Spread guidance advising individuals to adopt far-reaching social distancing measures, such as working from home and avoiding gatherings of more than 10 people; and

**WHEREAS**, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

**NOW, THEREFORE, I, RON DESANTIS**, Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:





Section 1. Bars, Pubs and Nightclubs

A. Pursuant to sections 252.36(5)(g)-(h), Florida Statutes, any licensee authorized to sell alcoholic beverages for consumption on premises that derive more than 50% of its gross revenue from the sale of alcoholic beverages shall suspend all sale of alcoholic beverages for thirty days from the date of this order, effective at 5 p.m. today, March 17, 2020.

B. The Department of Business and Professional Regulation shall utilize its authorities under Florida law to further implement and enforce the provisions of this Section and shall take additional measures with respect to bars, pubs and nightclubs as necessary to protect the public health, safety and welfare.

Section 2. Beaches

Pursuant to section 252.36(5)(k), Florida Statutes, I direct parties accessing public beaches in the State of Florida to follow the CDC guidance by limiting their gatherings to no more than 10 persons, distance themselves from other parties by 6 feet, and support beach closures at the discretion of local authorities.

Section 3. Restaurants

A. Pursuant to section 252.36(5)(g), Florida Statutes, a restaurant shall immediately limit its occupancy to 50% of its current building occupancy.

B. Pursuant to section 252.36(5)(g), Florida Statutes, a restaurant shall follow the CDC guidance by ensuring, at minimum, a 6-foot distance between any group of patrons and limiting parties to no more than 10 individuals.

C. The Department of Business and Professional Regulation shall ensure all restaurants implement employee screening and prohibit any employee from entering the restaurant premises if they meet any of the criteria listed below:





CEPD Administrator Report  
Board Meeting Monday, April 13<sup>th</sup>, 2020 1:00 p.m.

- CEPD Office Staff Update
- CEPD Vendors' Update
- CEPD Attorney Ralf Brookes
- Partners In Progress Report Bob Gray



Board of  
Commissioners

Michael Mullins  
Chairman

Bob Walter  
Vice Chairman

Harry Kaiser  
Secretary

Richard Pyle  
Treasurer

Michael Lanigan  
Commissioner

[www.mycepd.com](http://www.mycepd.com)

239.472.2472

11513 Andy Rosse Lane  
3<sup>rd</sup> Floor, Unit 4  
PO Box 365  
Captiva, Florida  
33924

April 15<sup>th</sup>, 2020

State of Florida  
Chief Financial Officer  
The Capital  
Tallahassee, Florida 32399

State of Florida Department of Revenue  
5050 West Tennessee Street  
Tallahassee, Florida 32399  
[DORPTO@floridarevenue.com](mailto:DORPTO@floridarevenue.com)

Lee County Clerk  
[touristtax@leeclerk.org](mailto:touristtax@leeclerk.org)

Dear CFO, DOR and Lee County Clerk:

Please accept this letter as an official CEPD request to provide the Captiva Erosion Prevention District with the **annual and monthly statistics showing the total amount of tourist development tax revenue generated on Captiva Island** zip code 33924 in Lee County, Florida.

The Captiva Erosion Prevention District is a special district that undertakes beach renourishment, restoration and erosion control on unincorporated Captiva Island.

Part of the monies available to fund beach projects originates from the Tourist Development Tax (commonly known as the "bed tax" or "transient rental tax"), which for Lee County, which has adopted a local option is 5.0% and administered by Lee County and reported to the Department of Revenue as county-wide realized revenue of **\$43,653,455 (Lee County)**<sup>1</sup>. According to the Lee Clerk's website, approximately 26.4 percent of the revenue collected is used for beach and shorelines<sup>2</sup>.

The Tourist Development tax is assessed on short term rentals of 6 months or less as defined in Florida Statute 125.014.

#### **125.0104 Tourist development tax**

(3) TAXABLE PRIVILEGES; EXEMPTIONS; LEVY; RATE.—

(a)1. It is declared to be the intent of the Legislature that every person who rents, leases, or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, rooming house, mobile home park, recreational vehicle park, condominium, or timeshare resort for a term of 6 months or less is exercising a privilege which is subject to taxation under this section, unless such person rents, leases, or lets for consideration any living quarters or accommodations which are exempt according to the provisions of chapter 212.

<sup>1</sup> <http://edr.state.fl.us/Content/local-government/reports/lgfih19.pdf>

<sup>2</sup> <https://www.leeclerk.org/i-want-to/ask/frequently-asked-questions/tourist-development-tax>

Captiva Island contains in excess of 500 or more short term rental units and more than 100 taxpayers and generates a significant portion of the total realized tourist development tax revenue in Lee County. The revenue from the Tourist Development Tax is used for beach renourishment and erosion control projects, including beach renourishment projects on Captiva Island.

**125.0104 Tourist development tax**

(5) AUTHORIZED USES OF REVENUE.—

(a) All tax revenues received pursuant to this section by a county imposing the tourist development tax shall be used by that county for the following purposes only:

...5. To finance beach park facilities, or beach, channel, estuary, or lagoon improvement, maintenance, renourishment, restoration, and erosion control, including construction of beach groins and shoreline protection, enhancement, cleanup, or restoration of inland lakes and rivers to which there is public access as those uses relate to the physical preservation of the beach, shoreline, channel, estuary, lagoon, or inland lake or river. However, any funds identified by a county as the local matching source for beach renourishment, restoration, or erosion control projects included in the long-range budget plan of the state's Beach Management Plan, pursuant to s. 161.091, or funds contractually obligated by a county in the financial plan for a federally authorized shore protection project may not be used or loaned for any other purpose. In counties of fewer than 100,000 population, up to 10 percent of the revenues from the tourist development tax may be used for beach park facilities.

Please provide the statistics showing the **total amount of tourist development tax revenue generated on Captiva Island** annually for the past ten (10) years and total amount of monthly tourist development tax revenue generated on Captiva Island during the past four (4) years.

This information is needed by CEPD as a project partner for use in economic impact benefit analysis, planning and budgeting for future years, and with grant applications and requests for local, state and federal partnership funding for future beach renourishment and erosion control projects.

Sincerely,

---

CEPD Administrator Joe Wagenti

---

CEPD Attorney Ralf Brookes



APTIM  
2481 NW Boca Raton Blvd.  
Boca Raton, FL. 33431  
Tel: +1 561 391 8102  
www.aptim.com

February 18, 2020

Joe Wagenti, CEPD Administrator  
Captiva Erosion Prevention District  
11513 Andy Rosse Lane, Unit 4  
Captiva, FL 33924

**Re: Proposal for Design and Pre-Construction Services  
Captiva Island and Sanibel Island Beach Renourishment Project**

Dear Joe:

This letter is in response to your request for a proposal for Aptim Environmental & Infrastructure, LLC (APTIM) and their sub-consultant, Coastal Protection Engineering LLC (CPE), herein referenced as the APTIM Team, to assist the Captiva Erosion Prevention District (CEPD) with Design Engineering Services Assistance for the Captiva Island and Sanibel Island Beach Renourishment Project. The following Scope of Work describes the proposed services for this effort.

**Introduction**

The proposed Captiva Island Renourishment project requires a fill volume of approximately 900,000 cubic yards along approximately 25,600 feet of Gulf shoreline on Captiva Island between R-84 and R-109. Of the approximately 900,000 cubic yards of sand placement, 34,175 cubic yards have been designated as FEMA reimbursable to replace sediment lost along Captiva Island due to Hurricane Irma. The project will also include the replacement of dune vegetation per the FEMA project worksheet.

The Sanibel Island sediment placement project will be concurrent with the Captiva Island project between FDEP survey monuments R-110.5 and R-118. At this time, the required placement volume for the Sanibel Island portion is unknown but is estimated to range between 75,000 cubic yards and 350,000 cubic yards based on the previous nourishment volume and the estimated volume in the permit application.

The project has a 15-year Joint Coastal Permit (JCP) from FDEP, which is valid until December 11, 2029. Likewise, the federal authorization is covered by a Department of Army (DA) Permit issued by the USACE in 2015, which is valid until December 9, 2030.

The following will be provided by the APTIM team under the scope of services:

- Task 1: Engineering Design and Report Addendum (Captiva Island)
- Task 2: Public Hearing (Captiva Island)
- Task 3: Design Survey (Captiva and Sanibel Islands)
- Task 4: Plans and Specs and Pre-Construction Services (Captiva and Sanibel Islands)

Each task is described in greater detail below.



## **Scope of Work**

### **Task 1. Engineering Design and Report Addendum (Captiva Island)**

The intent of this task is to provide options to the CEPD for their consideration of the timing and funding for the Captiva Island beach construction. The analysis will use the most recent survey (September 2019) for comparing the potential placement volumes and fill templates (i.e., 2010 design, 2013 constructed, and 2018 design templates with an 8- or 10-year design life) and will consider the implications of accelerating or delaying construction. We will organize the description of each option to compare design life, volume and cost to build the project. The design evaluation will be written as an addendum to the 2018 Engineering Report (APTIM).

### **Task 2. Public Hearing (Captiva Island)**

Project engineers will travel to, and participate in, one on-site public hearing to discuss the project. Engineers will respond to questions posed by the public and provide factual input at the request of the CEPD.

### **Task 3. Design Survey (Captiva and Sanibel Islands)**

Due to changes in the shoreline that have occurred since the September 2019 survey, an updated survey will be required prior to project bidding to obtain accurate required placement volumes. Assuming this survey will also satisfy the pre-construction physical monitoring survey, it has been designed to comply with the Physical Monitoring Plan (PMP). The design survey shall include profile surveys at each of the FDEP's reference monuments within the bounds of the beach fill area and along up to 5,000 feet on the adjacent shoreline on the south side of Sanibel Island. For this project, this will include all FDEP reference monuments on Captiva Island and Sanibel Island (R-83 to R-123). Profile surveys will extend seaward to the -14' NAVD contour, 2,000 feet from the shoreline or to the channel center, whichever is the greater distance. Surveys along Captiva Island will include intermediate monuments R-83.5, R-83.7, R-84.6, and R-96+326. Additionally, profile R-84 will be run at two azimuths for a total of 32 lines on Captiva Island. Intermediate surveys will be continued at R-110.5, R-111.5 and R-112.5 downdrift of the Blind Pass groin for a total of 17 lines. All data seaward of the dune will be collected using RTK GPS technology. Upland areas inaccessible to RTK GPS will be collected using standard differential leveling techniques.

A pre-construction monitoring survey of the beach is required to be collected 90 days prior to construction. The Design Survey proposed in this task will be collected several months prior to construction and likely will not fall within the 90-day window prior to construction. In an effort to avoid collecting multiple surveys within a few months of each other, a waiver will be requested for the 90-day window. If the waiver is granted, the Design Survey collected in this task can also serve as the pre-construction survey required by the Physical Monitoring Plan. It is assumed that the contractor will collect the borrow area pre-construction survey that meets the permit requirements. If the waiver is not granted, a pre-construction survey and required survey report will be included under a separate work assignment.

In the event the waiver is granted removing the requirement for a separate pre-construction survey, a survey report utilizing the Design Survey data will be required. Authorization for this report will be included under a separate work assignment.



#### **Task 4. Plans and Specs and Pre-Construction Services (Captiva and Sanibel Islands)**

##### **Develop Construction Plans and Specifications**

Plans and specifications for construction of the project will be prepared. The plans will include plan views and cross-sections of the beach fill, as well as information related to access to the beach, beach storage areas for pipe and equipment, pipeline corridors and/or avoidance areas, and other information required for construction of the project. The design survey will be used to provide an updated beach nourishment construction template and volume based upon existing conditions. Borrow area data and borrow area cross-sections will also be incorporated into the plans, as well as geotechnical information for the borrow area. The specifications will incorporate CEPD requirements for the bidding process. The specifications will provide sections addressing General Conditions, Technical Provisions, and Environmental Protection. Specifications will also incorporate all permit documents, requiring contractor compliance with permits through reference. The plans and specifications will include information concerning beach survey control required for constructing the project.

##### **Pre-Bid Meeting, Bid Addendum, Bid Submittal Review and Recommendation**

The APTIM team will assist the CEPD in the bidding process for construction of the project. Engineers will attend a pre-bid meeting with interested contractors and assist the CEPD in addressing contractor questions. If required, the APTIM team will prepare and distribute a bid addendum clarifying questions identified in the pre-bid meeting. The APTIM team will review the bid submittals to the CEPD and provide a recommendation for contractor selection.

##### **Request Agency Notice to Proceed**

The APTIM team will coordinate with the permitting agencies to obtain a Notice to Proceed (NTP) for the project on behalf of the CEPD and provide the NTP to the Contractor.

##### **Pre-Construction Conference and Notice of Commencement**

Following contractor selection, the APTIM team will coordinate, prepare for, and attend a pre-construction conference to present an overview of the project and scope of work, review the construction methodology with the Contractor, present technical specifications and schedule, address construction access and work areas, and review the specific conditions and monitoring requirements of the permit with the Contractor, Contractor's associated sub-contractors, FDEP and FWC staff, the marine turtle permit holder, and other involved parties. The APTIM team will conduct a brief overview of the project to reiterate communication and reporting protocols for the duration of Contractor mobilization, construction and demobilization activities.

If possible, at least forty-eight (48) hours prior to commencement of activity authorized by this permit, The APTIM team will submit to the FDEP, a written notice of the probable commencement of dredging indicating the anticipated start date.

##### **Assumptions**

Work described herein is based upon the assumptions described below. If conditions differ from those assumed in a manner that will affect schedule and/or of Scope of Work, APTIM shall advise the CEPD in writing of the magnitude of the required adjustments, and changes in completion schedule and/or compensation to APTIM will be discussed with the CEPD.

The scope of services does not include a pre-construction physical monitoring survey for the beach since we plan to request a waiver from FDEP to use the beach design survey collected in Task 2, and it is anticipated that the contractor will be required to collect the borrow area pre-construction survey. In the





event the waiver is granted, a survey report utilizing the Design Survey beach data will be required by FDEP. Authorization for this report will be included under a separate work assignment. Any additional work shall be requested and approved by the CEPD on a case by case basis.

It is assumed that aerial photographs are not required by the permitting agencies and have not been included in this proposal.

Per JCP Permit Specific Condition 8, it is assumed that the Contractor will dredge no closer than 750 feet from the hardbottom area and, thus, no permit modification or biological monitoring of hardbottom resources will be required. As such, these components are not included in this proposal.

**Fee Proposal**

The proposed work will be performed by APTIM with Coastal Protection Engineering (CPE) as a sub-contractor, as a Task Order under the terms and conditions of our Master Services Agreement dated October 17, 2012, (the "Agreement") (Exhibit A). The work proposed herein will be performed on a Lump Sum basis as detailed in Exhibit B.

If you have any questions, please feel free to call or email Jeff Andrews or Erica Carr-Betts. Thank you for the opportunity to serve the CEPD.

Sincerely,  


Jeffrey L. Andrews, P.S.M., C.H.  
Director of Operations  
Aptim Coastal Planning & Engineering, LLC

CLIENT: CAPTIVA EROSION PREVENTION DISTRICT

Acknowledgement and Acceptance

cc: Whitney C. Thompson, PE, APTIM  
Michelle R. Pfeiffer, P.E., CPE  
Erica E. Carr-Betts, APTIM  
Tom Pierro, P.E., CPE  
Beau Suthard, PG, APTIM

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**EXHIBIT A**

**APTIM COASTAL PLANNING & ENGINEERING, LLC.**

**MASTER SERVICES AGREEMENT**

**COASTAL PLANNING & ENGINEERING, INC.**  
**MASTER SERVICES AGREEMENT**

THIS AGREEMENT (the "Agreement"), is made as of the 17<sup>th</sup> day of October, 2012, by and between the undersigned client ("CLIENT") and Coastal Planning & Engineering, Inc., ("CPE"), a Florida corporation.

NOW, THEREFORE, the parties agree as follows:

**1. Scope of Services**

This Agreement anticipates the issuance of various written service orders or other requests for services (each an "Order") and sets forth the terms and conditions pursuant to which CPE will provide CLIENT environmental management services at such locations as are requested by CLIENT. Each Order shall be subject to the terms and conditions of this Agreement. The services that CPE may be requested to perform pursuant to this Agreement include, without limitation, the following: (a) engineering and technological services relating to the environment; (b) other engineering, technological and consulting services; and (c) geotechnical services including analysis, design, engineering, and construction. Such services as are from time to time requested by CLIENT hereunder are collectively referred to herein as the "Services." The particular Services required of CPE at a given location shall be as and limited to those stated in the Order.

**2. Term**

This Agreement shall be in effect for one (1) calendar year from the date of execution by CLIENT, and shall continue from year to year thereafter. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the other. CLIENT may terminate by written notice at any time, with or without cause and in whole or in part, an Order hereunder; provided, however, that CLIENT shall compensate CPE for all Services performed prior to CPE's actual receipt of notice and all of CPE's costs and expenses incurred prior to and/or as a result of the termination, including but not limited to non-cancelable commitments and demobilization costs. If, at the time of termination of this Agreement, Services pursuant to an Order remain uncompleted and the parties intend that such Services shall be completed, the terms of this Agreement shall continue to apply to such Services.

**3. Compensation**

CLIENT agrees to compensate CPE in accordance with Exhibit 1 when the Services are performed. Copies of the schedules in effect as of the date hereof are attached hereto as Exhibit 1 and are an integral part of this Agreement. All time, including travel hours and work plan preparation will be

invoiced. CPE's rate schedules are revised periodically; CPE will notify CLIENT of any revisions in the rate schedules and the effective date thereof, which date shall be not less than thirty (30) days' after such notice. As to those Services for which no schedules exist, CPE shall be compensated on a time and materials basis as shall be set forth in an Order.

**4. Payment**

a. Unless otherwise agreed to in writing, invoices will be submitted biweekly or once a month at the discretion of CPE. Payment of invoices in U.S. Dollars is due upon receipt of the invoice, and CLIENT shall make payments in the manner requested by CPE. Any invoices due, owing, and unpaid in excess of thirty (30) days after the date thereof shall bear interest from the date thereof at a rate equal to the lesser of one and one-half percent (1-1/2%) per month or the maximum rate permissible by law.

b. **RESERVED.**

**5. Taxes, Fees and Other Charges**

The CLIENT shall pay all sales, use, value added, gross receipts, franchise, and like taxes, and tariffs and duties, and all disposal fees and taxes, levied against CPE or its employees applicable to the transactions contemplated by this Agreement.

**6. Independent Contractor**

CPE shall be an independent contractor in performing the Services and shall not act as an agent or employee of CLIENT except when executing subcontracts for the treatment, transportation, storage and/or disposal of materials, in which case CPE shall be the CLIENT's agent. Subject to the terms and conditions hereof, CPE shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

**7. Documentation, Records, Audit**

CPE, when requested by CLIENT, shall provide CLIENT with copies of all documents which it is required to file or maintain under any federal, state, or local law naming or obligating the CLIENT, including, without limitation, any hazardous waste manifests relating to the Services.

CLIENT shall have the right, at its expense, to inspect and audit CPE's records and accounts covering charges hereunder at all reasonable times during the course of the Services for each particular Order and for a period of one (1) year after

the substantial completion thereof; provided, however, that the purpose of such audit shall be only for verification of such charges and that CPE shall not be required to keep records of or provide access to those of its costs covered by a fixed price, fixed unit rates or which are expressed in terms of percentages of other costs.

Upon completion of such audit, the results shall be presented to CPE. To the extent that the audit indicates that CPE has not been adequately compensated by CLIENT, CLIENT shall pay CPE any compensation due as shown by the audit. Alternatively, to the extent that any audit indicates that the total amount of compensation paid by CLIENT to CPE exceeded the actual amount due, CPE shall return such excess compensation to CLIENT.

### 8. Risks and Allocation

CLIENT hereby acknowledges, understands and agrees that: (1) there are risks inherent to the Services, many of which cannot be ascertained or anticipated prior to or during the course of the Services; (2) due to the inherently limited nature and amount of the data resulting from environmental investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing, as a material inducement to and consideration for CPE's agreement to perform the Services on the terms and at the price herein provided for. CLIENT SPECIFICALLY AGREES THAT CPE'S LIABILITY SHALL BE STRICTLY LIMITED AS AND TO THOSE CAUSES AND AMOUNTS PROVIDED IN SECTIONS 8 THROUGH 14 OF THIS AGREEMENT OR TO THE MAXIMUM EXTENT OTHERWISE PERMITTED BY LAW.

### 9. CPE Warranties, Representations and Covenants

Subject to the limitations of this Section and Sections 8 through 14 hereof:

**a. Warranties:** CPE warrants, represents, and covenants that: (1) CPE has the capability, experience, and means required to perform the Services; and (2) such Services will be performed, findings obtained, and recommendations prepared in accordance with (i) accepted professional practices and standards for nationally recognized firms engaged in similar work, as in effect at the time the Services are performed, and (ii) CLIENT's reasonable rules, standards and specifications as communicated in writing to CPE prior to beginning the Services under each Order; and (iii) applicable federal, state, and local laws, regulations, and ordinances as in effect and construed at the time the Services are performed;

**b. Remedies:** If CLIENT alleges that CPE has breached a warranty set forth in this Section 9, then CLIENT shall promptly notify CPE in writing and, before taking any further action against CPE, shall afford CPE the opportunity, at CPE's cost and option, to either re-perform any defective Service according to the original scope of work therefor (as modified up to the time of breach), or to commence and diligently pursue the cure of such breach, in which event such re-performance or cure shall be CLIENT's sole and exclusive remedy therefor (except as provided in the next sentence). CLIENT's sole and exclusive remedy for the breach of any of the above warranties which breach damages property (other than the Services themselves) or injures persons, shall be as provided in Section 10 hereof.

EXCEPT AS SET FORTH IN SECTION 9 ABOVE, CPE MAKES NO GUARANTEE OF RESULTS OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AS TO ANY OF THE GOODS OR OTHER MATERIALS FURNISHED OR SERVICES WHICH MAY BE PERFORMED PURSUANT TO THIS AGREEMENT.

### 10. Indemnities

Subject to the limitations of Sections 8 through 14 hereof, any indemnity by CLIENT shall not apply to, and CPE shall defend, indemnify and hold harmless (and does hereby release) CLIENT (including its officers, directors, employees, and agents) from and against any and all losses, liabilities, claims, demands, damages, fines and penalties, and related expenses (including reasonable legal fees and costs of investigation) with respect to any injury to or death of any person (including employees and agents of CLIENT and CPE), or damage, loss or destruction of any tangible property (including property of CLIENT and CPE and their respective employees and agents), to the extent resulting from, attributable to, or arising out of the negligent acts or omissions or willful misconduct of CPE, its subcontractors, and their respective employees acting in the course and scope of their employment. CLIENT shall defend, indemnify and hold harmless (and does hereby release) CPE (including its parent, subsidiary, and affiliated companies and their officers, directors, employees, and agents) from and against, and any indemnity by CPE shall not apply to, any and all liabilities, claims, demands, losses, damages, injuries, fines and penalties, and related expenses (including reasonable legal fees and costs of investigation), arising from the (i) negligent acts or omissions of CLIENT, its contractors, and their respective subcontractors, employees and agents; (ii) any allegations that CPE is the owner, operator, manager, or person in charge of all or any portion of a site addressed by the services, or arranged for the treatment, transportation, or disposal of, or owned or possessed, or chose the treatment, transportation or disposal site for, any material with respect to which Services are provided, and (iii) any pollution,

contamination or release of hazardous or radioactive materials, including all adverse health effects thereof, except for any portion thereof which results from CPE's negligence or willful misconduct.

**11. RESERVED**

**12. RESERVED**

**13. Notice/Defense**

A party entitled to indemnity under Section 10 hereof shall be the "Indemnitee" and the party obligated to provide such indemnity shall be the "Indemnitor." The Indemnitee shall promptly provide written notice to the Indemnitor upon the earlier of (a) any assertion of any Claim (as hereafter defined) falling within the Indemnitor's duties to indemnify or (b) learning of facts (other than the knowledge CPE gains through performing the Services) which may give rise to a duty by Indemnitor to defend, to indemnify, or hold harmless.

In the event an Indemnitor is required, during the course of an action or other proceeding, to pay any sum pursuant to Section 10 hereof which results from, is attributable to or arises out of any cause other than one for which the Indemnitor is required to defend, indemnify or hold harmless, the Indemnitor shall be entitled to recover from the Indemnitee and others to the extent such sums are in excess of those sums which the Indemnitor is required to pay pursuant to Section 10, as the case may be.

**14. Limitation of Liability**

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT:

a. GENERAL LIMITATION - CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY BY CPE SHALL BE TO REQUIRE CPE TO RE-PERFORM ANY DEFECTIVE SERVICES. CPE'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, NEGLIGENCE, INDEMNITY, OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED IN THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, \$1,000,000.00 (WHICH AMOUNT INCLUDES ANY FEES AND COSTS INCURRED IN RE-PERFORMING SERVICES). THE REMEDIES IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES. FURTHER, CPE SHALL HAVE NO LIABILITY FOR ANY ACTION INCLUDING DISCLOSURE OF INFORMATION WHERE IT BELIEVES IN GOOD FAITH THAT SUCH ACTION IS REQUIRED BY PROFESSIONAL STANDARDS OF

CONDUCT FOR THE PRESERVATION OF PUBLIC HEALTH, SAFETY OR WELFARE, OR BY LAW.

b. CONSEQUENTIAL DAMAGES: FURTHER AND REGARDLESS OF ANY OTHER PROVISION HEREIN, CPE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DECLINE IN PROPERTY VALUE, REGULATORY AGENCY FINES, LOST PRODUCTION OR LOSS OF USE) INCURRED BY CLIENT OR FOR WHICH CLIENT MAY BE LIABLE TO ANY THIRD PARTY OCCASIONED BY THE SERVICES OR BY APPLICATION OR USE OF REPORTS OR OTHER WORK PERFORMED HEREUNDER.

**15. Insurance**

CPE shall at all times while operations are conducted hereunder maintain the following insurance coverages:

a. Workers' Compensation, providing statutory benefits and employer's liability insurance covering employees of CPE engaged in operations hereunder in compliance with the state having jurisdiction over each employee. The limit for employer's liability shall be One Million Dollars (\$1,000,000) per occurrence.

b. Comprehensive General Liability Insurance including products, contractual liability and completed operations with a combined single limit of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage.

c. Automobile Liability Insurance with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. This insurance shall provide coverage for any automobile, including owned, hired and non-owned automobiles.

d. Professional errors and omissions coverage with a limit of \$1,000,000 per claim and aggregate, covering negligent acts, errors, or omissions of CPE in connection with the performance of its services.

Insurance certificates will be furnished to CLIENT on request. If the CLIENT requires further insurance coverage, CPE will endeavor to obtain said coverage, and CLIENT shall pay any extra costs therefore.

**16. Title to Intellectual Property**

CLIENT may use any final reports of findings, feasibility studies, engineering work or other work performed or prepared by CPE under this Agreement for its internal purposes in connection with the project and/or location for which such work was prepared, but CPE reserves all other rights with respect to such documents and all other documents produced in performing the Services. All reports

will be delivered subject to CPE's then current limitations. CLIENT shall obtain prior written consent from CPE for any other use, distribution, or publication of such reports or work results.

CLIENT shall retain all right, title and interest in and to all intellectual property, including patents, copyrights, trademarks and confidential know-how (collectively, "Intellectual Property") pertaining to CLIENT's field of expertise which is developed by CLIENT and/or by CPE in connection with performing the Services.

CPE shall retain all right, title and interest to all Intellectual Property pertaining to CPE's field of expertise which is developed by CPE in connection with performing Services; provided, however, that CPE shall grant to CLIENT a royalty-free, nonexclusive, nontransferable license as to such Intellectual Property for use in regard to any of CLIENT's facilities.

### 17. Intellectual Property Rights

CPE shall use its best efforts to provide Services that do not infringe on any valid Intellectual Property or involve the use of any confidential information that is the property of others unless CPE is licensed or otherwise has the right to use such Intellectual Property or confidential information. CPE shall also use its best efforts to inform CLIENT of any infringement upon any Intellectual Property that may be reasonably expected to result from the use of the Services; provided, however, that the best efforts of CPE shall not include a duty to conduct and/or prepare a copyright, trademark or patent search and/or opinion. In any legal proceeding where CLIENT is made a defendant for Intellectual Property infringement based upon a Service, the liability of CPE under this Agreement shall be as limited in Section 9 hereof. Notwithstanding the foregoing, in no event shall CPE incur any liability for infringement based on CLIENT's manufacturing processes or for infringement resulting from CPE's compliance with CLIENT's directions.

### 18. Technology Fees

In the event the Services require the application of certain of CPE's Intellectual Property, CPE shall (a) identify the applicability of technology fees for the utilization of such Intellectual Property prior to or during the process definition phase of a project and (b) define for CLIENT the technical and economic factors associated with application of such technology. If CLIENT elects to proceed with evaluation or application of CPE's Intellectual Property, CLIENT and CPE shall negotiate in good faith, and establish in writing, the appropriate technology fees and payment schedules.

### 19. Confidentiality, Nondisclosure

In the course of performing Services, to the extent that CLIENT discloses to CPE, or CPE otherwise acquires, business or technical information that CLIENT clearly marks as confidential or proprietary, CPE will receive and maintain in confidence such information and will exercise all reasonable efforts to avoid the disclosure of such information to others. CPE will not use such information for any purpose other than the performance of Services for CLIENT.

Upon CLIENT's request, any reports, drawings, plans, or other documentation (or copies thereof) furnished to CPE by CLIENT shall be returned upon completion of the Services. CPE may retain one (1) copy of any documents prepared by or furnished to CPE in the performance of the Services. CLIENT shall treat as confidential all information and data furnished to it by CPE in connection with this Agreement including, but not limited to, CPE's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and CLIENT shall not disclose such information to any third party, except to a related company which has first agreed in writing with CPE to an obligation of confidentiality identical to the obligations of CLIENT as set forth in this Section 19.

Nothing in this Agreement shall prevent or be interpreted as preventing either CPE or CLIENT or either party's employees or agents from disclosing and/or using said information or data (a) when the information or data are actually known to the receiving party before being obtained or derived from the originating party; (b) when the information or data is generally available to the public without the receiving party's fault at any time before or after it is acquired from the originating party, (c) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the originating party with respect thereto; (d) where a written release is obtained by the receiving party from the originating party; (e) five (5) years from the date of the receipt of such information; (f) where permitted by this Agreement; or (g) where disclosure is required by process of law, provided that the party subject to such process shall promptly notify the originating party and allow the originating party the opportunity to resist such process.

CLIENT and its related companies shall be entitled to use, for themselves only, any part of CPE's Services. Although CLIENT is entitled to multiple use, CPE's liability is limited to the first application of the Services. When CPE's know-how, inventions, and/or CPE's patent rights are involved, multiple use by CLIENT may involve payment of technology fees to CPE for each such use, as shall be established by mutual agreement of the parties pursuant to Section 18 herein.

## 20. Force Majeure

Neither party shall be deemed in default of this Agreement or any Order to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes, or lockouts, acts of governmental agencies or officials, and changes in laws, statutes, regulations or ordinances.

If any such force majeure condition occurs and will materially delay or impair performance hereunder, then the party whose performance is delayed or impaired by such condition shall give prompt written notice to the other party as to the nature and anticipated extent of the delay or impairment. The party receiving said notice may then elect to either (a) terminate the affected Service or any part thereof or (b) suspend the affected Service or any part thereof for the duration of the force majeure condition and resume performance once the force majeure condition ceases. Unless written notice electing option (a) under this Section 20 is given within three (3) days after receipt of notification of the force majeure condition, then option (b) shall be deemed to have been elected.

## 21. Affirmative Action

Unless this Agreement is exempted by law, CPE shall comply with Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the rules and regulations issued pursuant to said Order and Acts, as amended, and all of which are incorporated herein by reference. Upon execution of this Agreement and upon request, CPE shall furnish to CLIENT an executed Certificate of Nonsegregated Facilities.

## 22. Notice

a. CPE and CLIENT shall notify each other of (1) service of any notice of violation of any law, regulation, permit, or license relating to the Services; (2) initiation of any proceedings to revoke any permits or licenses which relate to such Services; (3) revocation of any permits, licenses, or other governmental authorizations relating to such Services; or (4) commencement of any litigation that could affect such Services.

b. Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by telex, wire, or by certified mail, return receipt requested, postage prepaid, to the address of the respective party set forth below, or to such other address for either party as that party may by written notice designate.

Coastal Planning & Engineering, Inc.  
4171 Essen Lane  
Baton Rouge, LA 70809  
Attn: Corporate Counsel

CLIENT

Captiva Erosion Prevention District

Post Office Box 365

Captiva Island, Florida 33924

Attn: District Administrator

With copy to  
Nancy E. Stroud  
District Attorney  
1900 Glades Rd., Suite 251  
Boca Raton, FL 33431

CLIENT shall also provide a copy of such notice to the CPE office performing the specific Order in question.

c. CLIENT shall obtain CPE's prior consent and cooperation with the formulation and release of any public disclosure in connection with this Agreement or work performed hereunder, before issuing a news release, public announcement, advertisement, or other form of publicity.

## 23. Assignment

Neither party shall assign or delegate any of its duties or obligations under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, CPE may assign or subcontract all or any portion of the Services to one or more subsidiaries of The Shaw Group Inc. or affiliates of CPE or to such other persons as designated by CPE and approved by CLIENT which approval shall not be unreasonably withheld. Further, CPE may upon notice to CLIENT assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties' respective successors and assigns.

## 24. Disputes, Attorney Fees

Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in Lee County, Florida



**25. CLIENT/CPE Representatives**

CLIENT and CPE shall each designate in writing an individual or individuals to serve as their representative(s) during the course of this Agreement, and for each Order. Selection of representatives shall be based upon qualifications and experience relating to the nature of the Services being performed. Each such representative shall be authorized to act on behalf of and to bind the designating party as to all matters pertaining to the Agreement and the Order(s).

**26. Governing Law**

This Agreement shall be governed by and interpreted pursuant to the laws of the Florida, where the particular Services are to be performed.

**27. Waiver of Terms and Conditions**

The failure of either CPE or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

**28. Entire Agreement**

The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of Services by CPE to CLIENT and shall be deemed incorporated in all Orders unless otherwise agreed in writing by CPE. In the event of conflict, this Agreement shall govern. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgment or other form of the CLIENT is hereby expressly objected to by CPE and shall not operate to modify the Agreement, and CPE's acceptance of an Order is expressly conditioned on and limited to assent to the provisions hereof. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing CPE to begin work. This Agreement may be amended only by a written instrument signed by both parties.

**29. Severability; Survival**

Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it

valid and enforceable consistent with the parties' intent. For example, if the gross negligence standard in Sections 10 and 12 is unenforceable under an applicable "anti-indemnity" statute, but a sole negligence standard is enforceable, the sole negligence standard shall be automatically substituted therein. The terms and conditions set forth herein shall survive the termination of this Agreement.

**30. RESERVED.**

IN WITNESS WHEREOF, CLIENT and CPE agree to the foregoing (INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS 8-14) and have caused this Agreement to be executed by their respective duly authorized representatives as of the date set forth above.

**CAPTIVA EROSION PREVENTION DISTRICT ("CLIENT")**

By: *James P. Boyle*

Title: CHAIRMAN

**COASTAL PLANNING & ENGINEERING, INC.**

By: *Henry C. C...*

Title: Vice President

ATTACHMENT: Exhibit 1 - Category Rate Schedule



EXHIBIT 1  
 CATEGORY RATE SCHEDULE  
 COASTAL PLANNING & ENGINEERING, INC.  
 (November 1 2012 to June 1, 2014)

PERSONNEL CATEGORY	RATE
Principal Engineer	\$215
Senior Project Manager	\$190
Project Manager /Senior Coastal Engineer	\$157
Program Manager	\$146
Coastal Engineer II	\$125
Coastal Engineer I	\$103
Coastal Modeler	\$125
Professional Surveyor & Mapper	\$179
Certified Hydrographic Surveyor	\$157
Hydrographer	\$125
Project Surveyor	\$109
Surveyor	\$98
Technician/Survey Technician	\$85
Boat Captain	\$92
Senior Marine Biologist	\$146
Project Marine Biologist	\$125
Marine Biologist II	\$109
Marine Biologist I	\$92
Professional Geologist	\$136
Project Geologist	\$125
Geologist II	\$109
Geologist I	\$92
Senior CAD Operator	\$135
CAD Operator	\$92
GIS Operator	\$100
Bookkeeper	\$74
Clerical	\$68

EXHIBIT 1  
CATEGORY RATE SCHEDULE  
CB&I COASTAL PLANNING & ENGINEERING, INC.  
Effective January 1, 2015

PERSONNEL CATEGORY	RATE
Principal Engineer	\$ 215
Senior Project Manager	\$ 195
Project Manager/Senior Coastal Engineer	\$ 164
Program Manager	\$ 146
Coastal Engineer III	\$ 146
Coastal Engineer II	\$ 128
Coastal Engineer I	\$ 105
Coastal Modeler	\$ 128
Professional Surveyor & Mapper	\$ 179
Certified Hydrographic Surveyor	\$ 157
Hydrographer	\$ 125
Project Surveyor	\$ 109
Surveyor	\$ 98
Technician/Survey Technician	\$ 85
Boat Captain	\$ 92
Senior Marine Biologist	\$ 146
Project Marine Biologist	\$ 125
Marine Biologist II	\$ 109
Marine Biologist I	\$ 92
Professional Geologist	\$ 136
Project Geologist	\$ 125
Geologist II	\$ 115
Geologist I	\$ 95
Senior CAD Operator	\$ 140
CAD Operator	\$ 100
GIS Operator	\$ 100
Bookkeeper	\$ 74
Clerical	\$ 68



**EXHIBIT B**

**FEE PROPOSAL**

**FOR**

**CAPTIVA ISLAND AND SANIBEL ISLAND BEACH RENOURISHMENT PROJECT**

**DESIGN AND PRE-CONSTRUCTION SERVICES**

**FEE PROPOSAL FOR**  
**CAPTIVA EROSION PREVENTION DISTRICT**  
**CAPTIVA ISLAND AND SANIBEL ISLAND RENOURISHMENT PROJECT**  
**DESIGN AND PRE-CONSTRUCTION SERVICES**

**PROJECT PROPOSAL SUMMARY**  
**PREPARED BY: APTIM COASTAL PLANNING & ENGINEERING, LLC**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>LABOR COSTS</b>	<b>EQUIPMENT COSTS</b>	<b>DIRECT COSTS</b>	<b>TASK COST</b>
<b>1</b>	Engineering Design and Report Update (Captiva Island)	\$4,304	\$0	\$0	<b>\$4,304</b>
<b>2</b>	Public Hearing (Captiva Island)	\$2,104	\$0	\$128	<b>\$2,232</b>
<b>3</b>	Design Survey (Captiva and Sanibel Islands)	\$41,258	\$6,476	\$1,320	<b>\$49,054</b>
<b>4</b>	Plans and Specs and Pre-Construction Services (Captiva and Sanibel Islands)	\$46,160	\$0	\$256	<b>\$46,416</b>
	<b>TOTAL LABOR, EQUIPMENT AND DIRECT COSTS</b>				<b>\$102,006</b>
		<b>TOTAL SUB-CONTRACTOR COSTS</b>			<b>\$47,979</b>
				<b>TOTAL COSTS</b>	<b>\$149,984</b>

FEE PROPOSAL FOR  
 CAPTIVA EROSION PREVENTION DISTRICT  
 CAPTIVA ISLAND AND SANIBEL ISLAND RENOURISHMENT PROJECT  
 DESIGN AND PRE-CONSTRUCTION SERVICES

Task Item	LABOR COSTS											EQUIPMENT COSTS								DIRECT COSTS			
	Project Manager/ Senior Coastal Engineer (Hours)	Coastal Engineer II (Hours)	Professional Surveyor and Mapper (Hours)	Surveyor (Hours)	Technician/ Survey Technician (Hours)	Professional Geologist (Hours)	Senior CAD Operator (Hours)	CAD Operator (Hours)	GIS Operator (Hours)	Clerical (Hours)	Sub-Contractor Costs - Coastal Protection Engineering (CPE) (Lump Sum)	Survey Boat (24 ft) (Days)	Truck (Road Use per Mile) (Miles)	Gator 4 x 4 Utility Vehicle (Days)	RTK GPS (Days)	Fathometer with Digitizer (Days)	Heave, Pitch, & Roll Compensator (Days)	Speed of Sound Velocity Meter (Days)	Hypack/ Hysweep Navigation System (Days)	Meals (Days)	Rental Car (Month)	Tolls (Days)	Lodging (Days)
1 Engineering Design and Report Update (Captiva Island)	2	30							2	\$5,830										1	0.04	1	
2 Public Hearing (Captiva Island)	12								2	\$4,308													
3 Design Survey (Captiva and Sanibel Islands)																							
1. Topographic and Bathymetric Survey	2	2	16	44	330		4	8	2	\$706	3	348	3	3	3	3	3	3		9		3	6
2. Survey Report Preparation (Required if waiver is granted)			6	6	12		4	8	4														
4 Plans and Specs and Pre-Construction Services (Captiva and Sanibel Islands)																							
1. Develop Construction Plans	8	60				65	8	60	22	6													
2. Develop Construction Specifications	4	60				16				6													
3. Pre-Bid Meeting and Addendum	2	12								10										1	0.04	1	
4. Request Agency Notice to Proceed		8																					
5. Bid Submittal Review and Recommendation	4	8																					
6. Pre-Construction Conference and Notice of Commencement	4	12							4	\$34,850										1	0.04	1	
Total =	38	192	22	50	342	81	16	76	22	36	\$45,694	3	348	3	3	3	3	3	3	12	0.12	6	6
Rate =	\$164	\$128	\$164	\$98	\$85	\$136	\$136	\$100	\$100	\$68	\$1.05	\$790	\$0.565	\$105	\$495	\$165	\$215	\$63	\$260	\$36	\$2,000	\$12	\$160
Cost =	\$6,232	\$24,576	\$3,608	\$4,900	\$29,070	\$11,016	\$2,176	\$7,600	\$2,200	\$2,448	\$47,979	\$2,370	\$197	\$315	\$1,485	\$495	\$645	\$189	\$780	\$432	\$240	\$72	\$960
<b>TOTAL LABOR COST =</b>	\$93,826																						
<b>TOTAL SUBCONTRACTOR COST =</b>	\$47,979																						
<b>TOTAL EQUIPMENT AND DIRECT COST =</b>	\$8,180																						



**COASTAL PROTECTION ENGINEERING**  
5301 N. FEDERAL HWY, SUITE 335  
BOCA RATON, FL 33487  
561-565-5100

February 17, 2020

Beau Suthard, PG  
Client Program Manager  
Aptim Environmental & Infrastructure, LLC  
Submitted via email to [Beau.Suthard@aptim.com](mailto:Beau.Suthard@aptim.com)

Re: Proposal to assist with the Captiva Erosion Prevention District Captiva Island and Sanibel Island Renourishment Project, Design and Pre-Construction Services

Dear Beau,

This proposal is in response to the request from Aptim Environmental & Infrastructure, LLC (APTIM) for Coastal Protection Engineering LLC (CPE) to assist APTIM with Design and Pre-Construction Services for the Captiva Island and Sanibel Island Renourishment Project for the Captiva Erosion Prevention District (CEPD). We propose to provide professional services of Principal Engineer, Project Manager/Senior Coastal Engineer and Senior Marine Biologist as detailed in the following paragraphs, as well as perform task management and client coordination throughout the work.

**Task 1: Engineering Design and Report Addendum (Captiva Island)**

CPE will assist APTIM in developing options for the CEPD for their consideration of the timing and funding for the Captiva Island beach construction. CPE will review the comparison of the potential placement volumes and fill templates (i.e., 2010 design, 2013 constructed, and 2018 design templates with an 8 or 10 year design life) on the most recent survey (September 2019) and will assist in considering the implications of accelerating or delaying construction. We will provide guidance for APTIM to organize the description of each option to compare design life, volume and cost to build the project. CPE will review and provide comments and tracked changes on the 'final' draft design evaluation prepared by APTIM as an addendum to the 2018 Engineering Report (APTIM).

**Task 2: Public Hearing (Captiva Island)**

CPE will travel to, and participate in, one on-site public hearing to discuss the project. CPE will respond to questions posed by the public and provide factual input at the request of the CEPD.

**Task 3: Regulatory Agency Coordination**

CPE will coordinate with APTIM on the survey collection requirements and assist with updating the client on the field work. We will assist with preparing the waiver request for FDEP.



#### **Task 4: Plans and Specs and Pre-Construction Services (Captiva and Sanibel Islands)**

##### *Develop Construction Plans and Specifications*

CPE will provide guidance to APTIM staff at the beginning of the plans and specifications development.

CPE will indicate the design requirements such that APTIM can execute design programs to prepare plan views and cross-sections of the beach fill and calculate bid volumes, and will review the information prepared by APTIM prior to CAD work. CPE will review the plans at 50% and 95% completion and provide comments to APTIM in order to finalize the plans. CPE will advise on information presented on the plans related to access to the beach, beach storage areas for pipe and equipment, pipeline corridors and/or avoidance areas, and other information required for construction of the project. CPE will review borrow area data and borrow area cross-sections to be incorporated into the plans prepared by APTIM. A CPE professional engineer will sign and seal the beach construction plans.

CPE will assist with outlining the organization of the specifications and identifying the sources for project specific content to be incorporated into the specifications. The specifications will include General Conditions, Technical Provisions, and Environmental Protection, incorporate CEPD requirements for the bidding process, and all permit documents, requiring contractor compliance with permits through reference. CPE will prepare the biological portions of the specifications. CPE will provide technical review of the specifications in 'final' draft form and provide comments and tracked changes to APTIM in order to finalize the specifications.

##### *Pre-Bid Meeting, Bid Addendum, Bid Submittal Review and Recommendation*

CPE will assist the CEPD in the bidding process for construction of the project. CPE engineers will prepare for and attend a pre-bid meeting with interested contractors and assist the CEPD in addressing contractor questions. If required, CPE will assist in preparing and distributing a bid addendum clarifying questions identified in the pre-bid meeting. CPE will assist in reviewing the bid submittals and providing a recommendation for contractor selection.

##### *Request Agency Notice to Proceed*

CPE will assist in coordinating with the permitting agencies to obtain a Notice to Proceed (NTP) for the project on behalf of the CEPD to provide the NTP to the Contractor.

##### *Pre-Construction Conference and Notice of Commencement*

Following contractor selection, CPE will assist in coordinating, preparing for, and will attend a pre-construction conference to present an overview of the project and scope of work, review the construction methodology with the Contractor, present technical specifications and schedule, address construction access and work areas, and review the specific conditions and monitoring requirements of the permit with the Contractor, Contractor's associated sub-contractors, FDEP and FWC staff, the marine turtle permit



holder, and other involved parties. CPE will conduct a brief overview of the project to reiterate communication and reporting protocols for the duration of Contractor mobilization, construction and demobilization activities.

If possible, at least forty-eight (48) hours prior to commencement of activity authorized by this permit, CPE will assist in submitting to the FDEP, a written notice of the probable commencement of dredging indicating the anticipated start date.

Our fee proposal of estimated hours to provide these services is attached. All work will be performed in accordance with the existing Master Service Agreement between APTIM and CPE executed July 24, 2019 and the subsequently negotiated rates. Although this proposal is detailed by separable items and estimated by specific staff and categories, it is anticipated that some work elements will exceed the estimate while others fall below the estimate to complete. Our staff will be used as needed to achieve the scope of services and to meet the stated objectives and timelines. Should the project or client require additional services beyond these estimated hours, we will discuss adjustments with APTIM as deemed appropriate.

If you have any questions, please feel free to contact me directly at 772-971-0044.

Sincerely,

A handwritten signature in blue ink that reads "Michelle Pfeiffer".

Michelle Pfeiffer, PE  
Senior Coastal Engineer  
Coastal Protection Engineering LLC

Mobile: 772-971-0044  
mpfeiffer@coastalprotectioneng.com



**Quote No. 2019084**



**Submitted to:**  
**APTIM Environmental & Infrastructure LLC**  
 2481 NW Boca Raton Blvd, Boca Raton,  
 Florida, 33431

**Provided by:**  
**Coastal Protection Engineering LLC**  
 5301 N. Federal Hwy, Suite #335  
 Boca Raton, FL, 33487

**Client Contact:**  
 Beau Suthard  
 beau.suthard@aptim.com

**Project manager:**  
 Michelle Pfeiffer  
 Phone: +17729710044  
 E-mail: mpfeiffer@coastalprotectioneng.com

**Project Name: Captiva Erosion Prevention District**  
 Captiva Island and Sanibel Island Renourishment Project  
 Design and Pre-Construction Services

**Date:** 02/17/2020

Product name & additional info	Quantity	Price	Sum
<b>Task 1 - Engineering Design and Report Update (Captiva Island)</b>			
Captiva - Principal Engineer (TP)	14	205.00	2,870.00
Captiva - Project Manager (MP)	20	148.00	2,960.00
<b>Subheading subtotal:</b>			<b>5,830.00</b>
<b>Task 2 - Public Hearing (Captiva Island)</b>			
Captiva - Principal Engineer (TP)	12	205.00	2,460.00
Captiva - Project Manager (MP)	12	148.00	1,776.00
Direct Costs Travel Meals	2	36.00	72.00
<b>Subheading subtotal:</b>			<b>4,308.00</b>
<b>Task 3 - Design Survey (Captiva and Sanibel Islands)</b>			
Captiva - Principal Engineer (TP)	2	205.00	410.00
Captiva - Project Manager (MP)	2	148.00	296.00
<b>Subheading subtotal:</b>			<b>706.00</b>
<b>Task 4 - Plans and Specs and Pre-Construction Services (Captiva and Sanibel Islands)</b>			
Captiva - Principal Engineer (TP)	50	205.00	10,250.00
Captiva - Project Manager (MP)	126	148.00	18,648.00
Captiva - Senior Marine Biologist (LF)	44	132.00	5,808.00
Direct Costs Travel Meals for Pre-Bid Meeting and Pre- Construction Conference	4	36.00	144.00
<b>Subheading subtotal:</b>			<b>34,850.00</b>
<b>Subtotal:</b>			<b>45,694.00</b>
Tax:			0.00
<b>Total (USD):</b>			<b>45,694.00</b>