



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

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

Wednesday, December 14, 2011, 12:00 P.M.

Sign - January

December 14, 2011 CEPD Regular Board Meeting
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~~Jack~~ If CCA will be effective in supporting
us in getting more money from County.

bed tax

~~property tax~~

Let Commissioner know

Have numbers of taxes ready.

Rules at beginning meeting.

Agenda

Regular Meeting of the Captiva Erosion Prevention District

Tween Waters, 15951 Captiva Drive, Captiva, Florida 33924
December 14, 2011 @ Noon

1. Call to Order
2. Roll Call
3. Approval of November Meeting Minutes
4. Public to be Heard
5. Financial Report
6. New Business
 - a) ~~Annual Board Reorganization~~
 - b) Cash Management Report – JoAnn Paul-Young *Passed Dave & JoAnn*
 - c) ILA Update *make sand sink changes;*
 - d) ~~Commissioner Talking Points~~
 - e) March Regular Board Meeting Date *March 7 moved to -*
 - f) December 2 Beach Watch Brief *ps. 29*
7. Old Business
 - a) Request for Qualifications for Continuing Professional Services Packet *mail Out*
 - b) Selection Committee
 - c) Update on proposed additional consultant
 - d) Captiva Holiday Village
8. Report of the Senior Administrative Consultant
 - a) Letter to Governor Scott
 - b) Report of Meeting with B. Manzo
 - c) Project Timeline
9. Commissioner Comments
Adjourn

Minutes

**Regular Meeting of the
Captiva Erosion Prevention District**
'Tween Waters, Crow's Nest
15951 Captiva Drive, Captiva, Florida 33924
November 9, 2011 @ Noon

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

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

Consultants Present: Steve Keehn, Coastal Planning & Engineering

1. Call to Order

The meeting was called to order by Chairman Mullins at 12:04 p.m.

2. Roll Call

The roll was called and the results are outlined above

Chairman Mullins moved to Agenda Item 5.a., "Presentation by Lee County Commissioner John Manning." Chairman Mullins announced that CEPD and the County agreed in advance because of the number of items on the agenda that the Blind Pass subject would be discussed at the January 2012 meeting and today's discussion would involve only the new interlocal agreement for the next renourishment project. He then called upon County Commissioner Manning to speak.

5. New Business

a) Presentation by Lee County Commissioner John Manning

Commissioner Manning said that the past is the past and he wants to move forward to the next phase of a clean, new interlocal agreement for the next nourishment project. Regarding Blind Pass, he said his goal is to have a regular maintenance program for Blind Pass. He said he will be at the January 2012 CEPD Board meeting for the Blind Pass discussion.

Chairman Mullins said that CEPD's priority was to be "shovel ready" in case federal funding becomes available earlier than expected for the next nourishment project. He then talked about other possible funding sources for the nourishment project, both state and local, including as much as \$8 million from the County. He mentioned the 1 cent additional bed tax that CEPD had proposed. Chairman Mullins also explained possible scenarios and funding estimates for the next nourishment project. He concluded by saying he too would like to see a new interlocal agreement negotiated soon for the next nourishment project and this would be the primary emphasis in CEPD's near-future discussions before any discussion of Blind Pass. He added that he would also like to have a Blind Pass management plan.

In response to Chairman Mullins' remarks, Commissioner Manning cautioned that when one works with the Army Corps of Engineers, some control is lost over the project. He stated that the 1 cent was not legal, and funding from the General Fund could be looked at.

Chairman Mullins replied that CEPD's attorneys did not agree that the 1 cent bed tax increase was not legal. He also mentioned that CEPD has a good relationship with the Army Corps and that state funding for the next nourishment project is contingent on the Corps. He reminded the audience that all upcoming nourishment project costs are estimates and CEPD is working on a number of alternatives to keep costs down, including perhaps sharing dredge mobilization costs with Collier County, which might save as much as \$1 million.

Chairman Mullins called upon Steve Boutelle, Lee County Division of Natural Resources, for his comments. Mr. Boutelle said that prior to this meeting, most of the technicalities of a possible new interlocal agreement for nourishment were not clear to him, but as a result of this discussion, they are much clearer. Mr. Boutelle suggested that it was time to "start putting on paper what that agreement looks like" for the next project. He said that the parties need to start looking at the methodology to calculate the cost share. The County has a formula that has been used in other projects and has been provided to CEPD. He said that he did not know what CEPD thought about the formula, "but it is at least a starting point there...where we can start putting pen to paper."

Mr. Boutelle said that the County had a good body of work that could be drawn upon for a new interlocal agreement for the next nourishment project, including one just recently negotiated with Ft. Myers Beach. Regarding County funding for the project, he said that the source of County funds is an issue for the County to resolve and the source of County funds does not need to be in the new interlocal agreement.

Chairman Mullins agreed with Mr. Boutelle's statements regarding both working on a new interlocal agreement now and the source of County funds. He asked that the County send CEPD the Fort Myers Beach interlocal agreement and any other documents that might be useful. CEPD would use them as a model and template, write a first draft of a new interlocal agreement for the next nourishment project, and send it to the County for its reaction.

Chairman Mullins then called on Mr. Boutelle for additional comments. Mr. Boutelle said that regarding the beaches further south outside of the by-passing obligation, it was his understanding that the City of Sanibel does not see any need to provide additional sand above and beyond the bypassing volumes. Rob Loflin, Director of the City of Sanibel Department of Natural Resources, replied that "we're really just looking to be made whole for the effects of the groin and as far as we know those groin effects go to somewhere maybe the far western edge of Bowman's."

Chairman Mullins called upon other members of the audience for comments. John McCabe, representing the (Sanibel) Bayous Preservation Association, said "For those of us who live down drift, if you will, from the sand renourishment projects, we just want to make sure that that

inlet management plan gets incorporated in the plan...From our perspective, it is at least as important as the beach renourishment..." Mimi Schwartzel, a Captiva homeowner, raised the concern of a heavy tax and assessment burden put on Captiva homeowners for beach nourishment. "We need to find resources...we need to look for funding...not put so much of the burden on the homeowners." Annie Vanderbilt from the (Sanibel) Bayous Preservation Association said "I wondered if you would just clarify for me of the January meeting: is the county also coming to that one and the City of Sanibel for that discussion of Blind Pass and will that discuss the regular maintenance program or that possibility or something like that?"

Chairman Mullins responded by saying that he was optimistic that a draft of a good interlocal agreement for the next nourishment project can be reached between now and January. Then in January, he said, what can be discussed is what has been mutually agreed upon. Whether the draft of the new interlocal agreement "is positive or not," it would be shared at that meeting. He added that reaching agreement on the new interlocal agreement should be accomplished before there is discussion of Blind Pass. Chairman Mullins added that "I do know that we are very interested in trying to coordinate anything that might get done in Blind Pass with the availability of any equipment that might be in the area..." including using equipment involved in the Ft. Myers Beach project. Both County staff and Sanibel representatives said they will attend the January meeting.

Commissioner Manning responded by saying that the Ft. Myers Beach option is not viable for dredging Blind Pass due to the problems encountered on the Ft. Myers Beach project. He also said that he hopes major points of agreement in the draft of a new interlocal agreement for the next nourishment project will be done by January and doing so is the key to moving forward "and anything beyond that is going to be gravy as far as I'm concerned."

Chairman Mullins thanked everyone for attending this portion of the meeting and at 1:00 p.m. called a ten minute recess.

Chairman Mullins called the meeting back to order at 1:12 p.m.

3. Approval of October Meeting Minutes

Commissioner Kaiser moved and Commissioner Holzheimer seconded a motion to dispense with the reading of the minutes from the October 12 Regular Board Meeting and approve them. The motion passed without dissent.

4. Public to be Heard

Comments from the public were heard during the discussion of Agenda Item 5.a.

5. New Business

b) Beach Access

Administrator Rooker called the Commissioners' attention to Page 18 of the Agenda Materials, one of a series of maps that Barbara Manzo of Lee County Parks and Recreation had sent CEPD. It shows Captiva Island beach accesses. Ms. Rooker asked that Commissioners look at all the maps and send her any questions or observations by next Wednesday. She said that beach

access and related parking is an important issue since CEPD needs more parking. Chairman Mullins talked about what CEPD has been investigating as solutions to increase parking.

c) Lobbyist Proposal

Administrator Rooker reported that no proposal had been received.

d) Captiva Chautauqua

Administrator Rooker explained that Kristie Anders, Education Director at SCCF, had contacted her about CEPD doing a presentation at this event which SCCF is sponsoring at the Captiva Holiday Village Festival. CEPD will present on the Thursday that SCCF has reserved for CEPD on the mission of CEPD and beach nourishment.

Ms. Rooker also thanked SCCF for their assistance in beach monitoring and especially Tim Gardner who has driven the beach-going vehicle and made monitoring so much easier. She said that Mr. Gardner had invited the commissioners to join them in these inspections.

6. Old Business

a) Directors and Officers Insurance

Administrator Rooker reported that she had checked into the issue of whether this coverage was redundant or overlapped with what the state provides and reported that it did not. Commissioners Kaiser moved and Commissioner Holzheimer seconded a motion to approve this coverage in the amount of \$10 million. The motion passed without dissent.

b) Approval for Partners in Progress

Commissioner Jensen moved and Commissioner Boyle seconded a motion to approve the Consumer Price Index and performance increase for Partners in Progress discussed at last month's meeting, to be effective June 1, 2011. The motion passed without dissent.

7. Report of the Senior Administrative Consultant

a) Recent Erosion

Administrator Rooker referred the Commissioners to the Agenda Materials in which there was a recent note from a homeowner about beach erosion and thanking CEPD for the work it has done. She also showed some recent pictures of beach erosion on Captiva. Questions were asked of Steve Keehn of Coastal Planning & Engineering about whether the erosion recently encountered was typical. Mr. Keehn replied that he thought it was and that part or most of the sand loss would come back. Chairman Mullins said that there was nothing that could be done now but to keep a watch on it. Commissioners asked Mr. Keehn about short-term fixes and he outlined some alternatives, reminding the Commissioners that permits might be required.

b) Annual Audit Update

Administrator Rooker reported that on-site field work for the annual audit would begin next Tuesday.

c) Lee County Delegation

Administrator Rooker reported on her presentation to the Lee County Delegation that took place on Monday. She said she thanked the delegates for their past support, requested that they maintain that level, that CEPD would be seeking funds for this year, and that it was vital

to continue nourishment projects both on Captiva, in Lee County, and throughout the state. Chairman Mullins talked about getting Commissioners involved in meeting with local and state politicians and let them know how important beaches are. He also mentioned that it was also important to talk to citizens about the same issues.

d) Alison Hagerup Park Update

Ms. Rooker reported that the portable mats to allow the disabled to access the newly installed picnic tables at Hagerup Beach would be installed next week. They were acquired through a grant from the Tourist Development Council. This grant requires the Commissioners' approval, which is Agenda Item 7.f.

e) Sanibel Sea School Request

Administrator Rooker reported that Bruce Neil of the Sanibel Sea School has requested time at a Board meeting to make a presentation. Commissioners asked that Ms. Rooker get a better understanding of what Dr. Neil wants to do.

f) Grant Approval

Commissioner Kaiser moved and Commissioner Boyle seconded a motion to accept the grant from the Tourist Development Council contained in the Agenda Materials. The motion passed without dissent. Commissioners asked that a letter of thanks be transmitted to the TDC along with pictures of the new installation.

8. Financial Report

Treasurer Jensen reported that a \$250,000 certificate of deposit with Sanibel Captiva Community Bank was coming due in a few days. He said that it would be renewed with this bank at an interest rate of 1.1%. He also reported that the Lee County Tax Collector had refunded CEPD \$2,600 for fees for collection of taxes that were less than what had been billed to and paid by CEPD. Chairman Mullins said that the Florida State Board of Administration fund should be looked at as a source for CEPD investments.

9. Commissioner Comments

Mr. Keehn was called upon to make additional comments. He reported that the permit modification for the 2013/14 project had just been submitted and that it included a larger borrow area, changes to the pipeline corridor, year-round dredging, and a 2-year extension. He said that the design phase of the new project had been started and that based on what he had just heard at the meeting, Bowman's Beach would be taken off the design.

Chairman Mullins recommended that although CEPD cannot build a bigger beach now, this alternative should be considered for future projects to mitigate the possibility of sea level rise.

Commissioner Boyle asked about future meeting dates. The August 2012 meeting as currently scheduled may be a problem, he said. Commissioner Boyle moved and Commissioner Kaiser seconded a motion to change the August 2012 Board meeting date to August 15. The motion passed without dissent. Commissioner Boyle also asked that a date be set to discuss parking. The Commissioners agreed to hold that discussion as part of the December 14 regular meeting.

Mr. Keehn mentioned that ordinarily sand dunes repair is not covered by Corps of Engineering funding but that he will make inquiries.

10. Adjourn

Chairman Mullins adjourned the meeting at 2:29 p.m.

Minutes of the Special Meeting of the Captiva Erosion Prevention District

11513 Andy Rosse Lane, Unit 4, Captvia, Florida
November 7, 2011 @ 1PM

Commissioners Present: Mike Mullins, Chairman; Dave Jensen and Jim Boyle

Consultant Present: Kathleen Rooker

1. Call to Order

Commissioner Mullins called the meeting to order at 1:08 PM.

2. Roll Call

The roll was called and the results are detailed above.

3. Lee County Presentation

Commissioners discussed the data that would be presented to Lee County in reference to the last nourishment project on Captiva and the upcoming project. Consultant Kathy Rooker reviewed with the commissioners various PowerPoint slides that could be used during the November 9 Regular Board Meeting. The talking points for the slides that Commissioners wished to use included the declining cost share from Lee County for beach nourishment projects, the contribution to the Lee County tax base made by Captiva property owners and the increase in bed tax revenues Lee County has received from transient rentals on Captiva.

The meeting adjourned at 2:15PM.

CEPD - GENERAL FUND
 Budget Performance - Summary
 For the One and Two Months Ended November 30, 2011

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Nov '11	Budget - Nov '11	Variance - Nov '11	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Ad Valorem Tax	58,627.66	50,185.00	8,442.66	58,678.46	50,185.00	8,493.46	342,426.00	283,747.54
Interest income - Other	0.00	0.00	0.00	0.02	0.00	0.02	0.00	0.00
Other Income	100.00	200.00	(100.00)	2,589.48	2,593.00	(3.52)	3,893.00	1,303.52
Total Income	<u>58,727.66</u>	<u>50,385.00</u>	<u>8,342.66</u>	<u>61,267.96</u>	<u>52,778.00</u>	<u>8,489.96</u>	<u>346,319.00</u>	<u>285,051.06</u>
Gross Profit	58,727.66	50,385.00	8,342.66	61,267.96	52,778.00	8,489.96	346,319.00	285,051.06
Expense								
Administrative expenses	4,304.22	5,101.00	(796.78)	7,511.90	12,730.00	(5,218.10)	62,300.00	54,788.10
Capital outlay	256.73	0.00	256.73	858.81	0.00	858.81	30,000.00	29,141.19
Reserves	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	75,000.00
Cost of collecting Ad Valorem	1,172.55	1,400.00	(227.45)	4,035.91	4,400.00	(364.09)	9,400.00	5,364.09
Legal and professional fees	18,480.57	14,135.00	4,345.57	30,843.35	28,271.00	2,572.35	169,619.00	138,775.65
Total Expense	<u>24,214.07</u>	<u>20,636.00</u>	<u>3,578.07</u>	<u>43,249.97</u>	<u>45,401.00</u>	<u>(2,151.03)</u>	<u>346,319.00</u>	<u>303,069.03</u>
Net Ordinary Income	<u>34,513.59</u>	<u>29,749.00</u>	<u>4,764.59</u>	<u>18,017.99</u>	<u>7,377.00</u>	<u>10,640.99</u>	<u>0.00</u>	<u>(18,017.97)</u>
Net Income	<u>34,513.59</u>	<u>29,749.00</u>	<u>4,764.59</u>	<u>18,017.99</u>	<u>7,377.00</u>	<u>10,640.99</u>	<u>0.00</u>	<u>(18,017.97)</u>

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

CEPD - G AL FUND
Profit & Loss Bu. Performance - Detail
For the One and Two Months Ended November 30, 2011

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Nov '11	Budget - Nov '11	Variance - Nov '11	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Ad Valorem Tax								
Ad Valorem taxes	58,624.49	50,185.00	8,439.49	58,624.49	50,185.00	8,439.49	342,426.00	283,801.51
Ad Valorem penalties collected	3.17	0.00	3.17	53.97	0.00	53.97	0.00	0.00
Total Ad Valorem Tax	58,627.66	50,185.00	8,442.66	58,678.46	50,185.00	8,493.46	342,426.00	283,801.51
Interest income - Other	0.00	0.00	0.00	0.02	0.00	0.02	0.00	0.00
Other Income	100.00	200.00	(100.00)	2,589.48	2,593.00	(3.52)	3,893.00	1,303.52
Total Income	58,727.66	50,385.00	8,342.66	61,267.96	52,778.00	8,489.96	346,319.00	285,105.03
Gross Profit	58,727.66	50,385.00	8,342.66	61,267.96	52,778.00	8,489.96	346,319.00	285,105.03
Expense								
Administrative expenses								
Advertising	894.30	0.00	894.30	984.30	3,000.00	(2,015.70)	3,000.00	2,015.70
Board meeting expenses	0.00	100.00	(100.00)	14.70	200.00	(185.30)	1,200.00	1,185.30
Copier lease expense	119.54	250.00	(130.46)	264.83	500.00	(235.17)	3,000.00	2,735.17
Dues and subscriptions	0.00	200.00	(200.00)	500.00	700.00	(200.00)	2,000.00	1,500.00
General insurance	0.00	0.00	0.00	0.00	0.00	0.00	7,600.00	7,600.00
Newsletter expense	0.00	0.00	0.00	0.00	0.00	0.00	4,200.00	4,200.00
Office expense	413.18	953.00	(539.82)	532.39	1,020.00	(487.61)	5,000.00	4,467.61
Postage	0.00	0.00	0.00	93.48	14.00	79.48	500.00	406.52
Rent expense	1,386.45	1,425.00	(38.55)	2,772.90	2,850.00	(77.10)	17,100.00	14,327.10
Repairs	160.00	160.00	0.00	320.00	320.00	0.00	2,000.00	1,680.00
Telephone	272.71	283.00	(10.29)	542.68	566.00	(23.32)	3,400.00	2,857.32
Travel and per diem	940.05	32.00	908.05	1,215.05	1,193.00	22.05	8,000.00	6,784.95
Utilities	117.99	100.00	17.99	271.57	201.00	70.57	1,600.00	1,328.43
Website & Computer maintenance	0.00	1,598.00	(1,598.00)	0.00	2,166.00	(2,166.00)	3,700.00	3,700.00
Total Administrative expenses	4,304.22	5,101.00	(796.78)	7,511.90	12,730.00	(5,218.10)	62,300.00	54,788.10
Capital outlay								
Equipment purchases	256.73	0.00	256.73	858.81	0.00	858.81	30,000.00	29,141.19
Total Capital outlay	256.73	0.00	256.73	858.81	0.00	858.81	30,000.00	29,141.19
Reserves								
Operating Reserves	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	75,000.00
Total Reserves	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	75,000.00
Cost of collecting Ad Valorem								
Property tax appraiser fees	0.00	0.00	0.00	2,860.82	3,000.00	(139.18)	3,000.00	139.18
Tax collector commissions	1,172.55	1,400.00	(227.45)	1,175.09	1,400.00	(224.91)	6,400.00	5,224.91
Total Cost of collecting Ad Valorem	1,172.55	1,400.00	(227.45)	4,035.91	4,400.00	(364.09)	9,400.00	5,364.09
Consulting and Professional Fees								
Consulting	9,415.57	9,452.00	(36.43)	20,073.35	18,904.00	1,169.35	113,419.00	93,345.65
Professional Fees	9,065.00	4,683.00	4,382.00	10,770.00	9,367.00	1,403.00	56,200.00	45,430.00
Total Legal and professional fees	18,480.57	14,135.00	4,345.57	30,843.35	28,271.00	2,572.35	169,619.00	138,775.65
Total Expense	24,214.07	20,636.00	3,578.07	43,249.97	45,401.00	(2,151.03)	346,319.00	303,069.03
Net Ordinary Income	34,513.59	29,749.00	4,764.59	18,017.99	7,377.00	10,640.99	0.00	(17,964.00)
Net Income	34,513.59	29,749.00	4,764.59	18,017.99	7,377.00	10,640.99	0.00	(17,964.00)

CAPTIVA EROSION PREVENTION DISTRICT
CAPITAL PROJECTS
BUDGET PERFORMANCE - SUMMARY
For the One and Two Months Ended November 30, 2011

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Nov '11	Budget - Nov '11	Variance - Nov '11	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Interest Income	5.12	300.00	(294.88)	44.83	600.00	(555.17)	3,600.00	3,555.17
Other miscellaneous revenue	0.00	0.00	0.00	240.15	0.00	240.15	0.00	0.00
Parking lot revenue	12,514.06	11,200.00	1,314.06	24,100.81	19,200.00	4,900.81	160,000.00	135,899.19
Grant Income	0.00	0.00	0.00	0.00	0.00	0.00	52,043.00	52,043.00
Reserves - General	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	75,000.00
Total Special Assessments	64,838.08	49,822.00	15,016.08	65,235.57	62,060.00	3,175.57	471,831.00	405,157.43
Total Income	77,357.26	61,322.00	16,035.26	89,621.36	81,860.00	7,761.36	762,474.00	671,654.79
Expense		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Advertising	0.00	0.00	0.00	0.00	4,000.00	(4,000.00)	4,000.00	4,000.00
Annual memberships & fees	0.00	83.00	(83.00)	0.00	167.00	(167.00)	1,000.00	1,000.00
Bank service charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Beach maintenance	0.00	0.00	0.00	0.00	0.00	0.00	45,523.00	45,523.00
Blind Pass project	0.00	11,381.00	(11,381.00)	0.00	11,381.00	(11,381.00)	0.00	0.00
Cost of Assessment Collections	301.75	190.00	111.75	305.78	220.00	85.78	1,800.00	1,494.22
Engineering (CP)	0.00	19,640.00	(19,640.00)	0.00	19,640.00	(19,640.00)	48,793.00	48,793.00
Insurance	0.00	0.00	0.00	0.00	0.00	0.00	10,800.00	10,800.00
Parking lot expenses	6,875.01	8,603.00	(1,727.99)	9,029.12	10,035.00	(1,005.88)	57,184.00	48,154.88
Project Management Support	7,847.49	25,337.00	(17,489.51)	21,389.82	43,334.00	(21,944.18)	153,360.00	134,095.18
Renourishment 2013/14 Design Phase	0.00	14,193.00	(14,193.00)	0.00	28,383.00	(28,383.00)	170,320.00	170,320.00
Rent	328.42	450.00	(121.58)	712.79	900.00	(187.21)	5,400.00	4,687.21
Storage of records	159.00	159.00	0.00	318.00	319.00	(1.00)	1,910.00	1,592.00
Website Development	0.00	3,000.00	(3,000.00)	0.00	3,000.00	(3,000.00)	3,000.00	3,000.00
Total Expense	15,511.67	83,036.00	(67,524.33)	31,755.51	121,379.00	(89,623.49)	503,090.00	473,459.49
Net Ordinary Income (Loss)	61,845.59	(21,714.00)	83,559.59	57,865.85	(39,519.00)	97,384.85	259,384.00	198,195.30
Net Income	61,845.59	(21,714.00)	83,559.59	57,865.85	(39,519.00)	97,384.85	259,384.00	198,195.30

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

CAPTIVA EROSION PREVENTION DISTRICT
 CAPITAL PROJECTS
 BUDGET PERFORMANCE- DETAIL
 For the One and Two Months Ended November 30, 2011

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Nov '11	Budget - Nov '11	Variance - Nov '11	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Interest Income	5.12	300.00	(294.88)	44.83	600.00	(555.17)	3,600.00	3,555.17
Other miscellaneous revenue	0.00	0.00	0.00	240.15	0.00	240.15	0.00	0.00
Parking lot revenue	12,514.06	11,200.00	1,314.06	24,100.81	19,200.00	4,900.81	160,000.00	135,899.19
Grant Income - Local	0.00	0.00	0.00	0.00	0.00	0.00	52,043.00	52,043.00
Grant Income - State	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserves - General	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	75,000.00
Special Assessments								
Special Assessments Principal	56,969.50	41,854.00	15,115.50	57,286.50	52,135.00	5,151.50	396,373.00	339,086.50
Special Assessments - Interest	9,306.58	7,968.00	1,338.58	9,387.07	9,925.00	(537.93)	75,458.00	66,070.93
Special Assessments - Refunds	(1,438.00)	0.00	(1,438.00)	(1,438.00)	0.00	(1,438.00)	0.00	0.00
Total Special Assessments	64,838.08	49,822.00	15,016.08	65,235.57	62,060.00	3,175.57	471,831.00	405,157.43
Total Income	77,357.26	61,322.00	16,035.26	89,621.36	81,860.00	7,761.36	762,474.00	671,654.79
Expense								
Advertising	0.00	0.00	0.00	0.00	4,000.00	(4,000.00)	4,000.00	4,000.00
Annual memberships & fees	0.00	83.00	(83.00)	0.00	167.00	(167.00)	1,000.00	1,000.00
Bank service charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Beach maintenance								
Engineering - Monitoring	0.00	0.00	0.00	0.00	0.00	0.00	45,523.00	45,523.00
Tilling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Beach maintenance	0.00	0.00	0.00	0.00	0.00	0.00	45,523.00	45,523.00
Blind Pass project	0.00	11,381.00	(11,381.00)	0.00	11,381.00	(11,381.00)	0.00	0.00
Cost of Assessment Collections	301.75	190.00	111.75	305.78	220.00	85.78	1,800.00	1,494.22
Engineering (CP)	0.00	19,640.00	(19,640.00)	0.00	19,640.00	(19,640.00)	48,793.00	48,793.00
Insurance	0.00	0.00	0.00	0.00	0.00	0.00	10,800.00	10,800.00
Parking lot expenses								
Mobi Mat and Bench	4,149.00	5,250.00	(1,101.00)	4,149.00	5,250.00	(1,101.00)	5,250.00	1,101.00
Parking Lot Machine	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	20,000.00
Parking maintenance	958.53	1,484.00	(525.47)	1,859.94	1,781.00	78.94	16,000.00	14,140.06
Portable toilets	1,104.30	1,225.00	(120.70)	1,665.52	1,900.00	(234.48)	6,734.00	5,068.48
Sales tax expense	663.18	644.00	19.18	1,354.66	1,104.00	250.66	9,200.00	7,845.34
Total Parking lot expenses	6,875.01	8,603.00	(1,727.99)	9,029.12	10,035.00	(1,005.88)	57,184.00	48,154.88
Project Management Support								
Professional Fees	2,354.13	20,890.00	(18,535.87)	9,818.52	34,441.00	(24,622.48)	100,000.00	90,181.48
Project Consultant	4,430.86	4,447.00	(16.14)	9,446.30	8,893.00	553.30	53,360.00	43,913.70
Project Manual	1,062.50	0.00	1,062.50	2,125.00	0.00	2,125.00	0.00	0.00
Total Project Management Support	7,847.49	25,337.00	(17,489.51)	21,389.82	43,334.00	(21,944.18)	153,360.00	134,095.18
Renourishment 2013/14 Design Phase								
Captiva Biological Assessment	0.00	1,611.00	(1,611.00)	0.00	3,223.00	(3,223.00)	19,336.00	19,336.00
Expand Borrow Area Plans	0.00	1,605.00	(1,605.00)	0.00	3,210.00	(3,210.00)	19,260.00	19,260.00
Long Range Plan Update	0.00	450.00	(450.00)	0.00	900.00	(900.00)	5,400.00	5,400.00

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

CAPTIVA EROSION PREVENTION DISTRICT
 CAPITAL PROJECTS
 BUDGET PERFORMANCE- DETAIL
 For the One and Two Months Ended November 30, 2011

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Nov '11	Budget - Nov '11	Variance - Nov '11	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Permit - Pipeline Corridor Expns	0.00	4,400.00	(4,400.00)	0.00	8,795.00	(8,795.00)	52,795.00	52,795.00
Prelim Plans/Permits/FDEP NTP	0.00	4,978.00	(4,978.00)	0.00	9,956.00	(9,956.00)	59,736.00	59,736.00
Update Comprehensive Plan	0.00	1,149.00	(1,149.00)	0.00	2,299.00	(2,299.00)	13,793.00	13,793.00
Total Renourishment 2013/14 Design Phase	0.00	14,193.00	(14,193.00)	0.00	28,383.00	(28,383.00)	170,320.00	170,320.00
Rent	328.42	450.00	(121.58)	712.79	900.00	(187.21)	5,400.00	4,687.21
Storage of records	159.00	159.00	0.00	318.00	319.00	(1.00)	1,910.00	1,592.00
Website Development	0.00	3,000.00	(3,000.00)	0.00	3,000.00	(3,000.00)	3,000.00	3,000.00
Total Expense	15,511.67	83,036.00	(67,524.33)	31,755.51	121,379.00	(89,623.49)	503,090.00	473,459.49
Net Ordinary Income (Loss)	61,845.59	(21,714.00)	83,559.59	57,865.85	(39,519.00)	97,384.85	259,384.00	198,195.30
Net Income	61,845.59	(21,714.00)	83,559.59	57,865.85	(39,519.00)	97,384.85	259,384.00	198,195.30

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

CEPD - CAPITAL PROJECTS FUND
Balance Sheet

	<u>November 2011</u>
ASSETS	
Current Assets	
Checking/Savings	
Checking Wachovia Capital	2,504,420.76
Sanibel Captiva Bank - CD	250,000.00
SBA	214,354.55
Total Checking/Savings	<u>2,968,775.31</u>
Other Current Assets	
Due From General Fund	49,935.85
Total Other Current Assets	<u>49,935.85</u>
Total Current Assets	<u>3,018,711.16</u>
TOTAL ASSETS	<u><u>3,018,711.16</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Due to other governments	487,597.00
Total Other Current Liabilities	<u>487,597.00</u>
Total Current Liabilities	<u>487,597.00</u>
Total Liabilities	487,597.00
Equity	
Fund Balance	2,473,248.31
Net Income	57,865.85
Total Equity	<u>2,531,114.16</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,018,711.16</u></u>

CAPTIVA EROSION PREVENTION DISTRICT
RESERVE ACCUMULATIONS
FISCAL YEAR ENDING 9/30/2012

	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12
Beginning Balance	\$ 382,607	\$ 390,434	\$ 398,673	\$ 398,673	\$ 398,673	\$ 398,673	\$ 398,673	\$ 398,673	\$ 398,673	\$ 398,673	\$ 398,673	\$ 398,673
Reserves Transferred In												
Parking Revenue	11,587	12,514	-	-	-	-	-	-	-	-	-	-
Operating Reserves	-	-	-	-	-	-	-	-	-	-	-	-
Total Reserves Transferred In	11,587	12,514	-	-	-	-	-	-	-	-	-	-
NonProject Costs Expended												
Advertising	-	-	-	-	-	-	-	-	-	-	-	-
Bank service charges	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Parking Lot Expenses	2,154	2,726	-	-	-	-	-	-	-	-	-	-
Project Manual	1,063	1,062	-	-	-	-	-	-	-	-	-	-
Rent	384	328	-	-	-	-	-	-	-	-	-	-
Storage of records	159	159	-	-	-	-	-	-	-	-	-	-
Total NonProject Costs Expended	3,760	4,275	-	-	-	-	-	-	-	-	-	-
Increase (Decrease) in Reserves	7,827	8,239	-	-	-	-	-	-	-	-	-	-
Total Accumulated Reserves	\$ 390,434	\$ 398,673	\$ 398,673	\$ 398,673	\$ 398,673	\$ 398,673	\$ 398,673	\$ 398,673	\$ 398,673	\$ 398,673	\$ 398,673	\$ 398,673

SECTION IV: ORGANIZATION AND REORGANIZATION OF THE BOARD OF COMMISSIONERS

Rule 4.01 - Powers

Chapter 81-413, Laws of Florida, creating the Captiva Erosion Prevention District, provides that the legislation and governing body of the Captiva Erosion Prevention District shall have the power to carry out its duties to the extent not inconsistent with general or special law. This power shall include, but shall not be limited to, the power to adopt its own rules and procedures, select its officers and set the time and place of its official meetings.

Rule 4.02 - Annual Organization

The Board of Commissioners of the Captiva Erosion Prevention District shall, at the first regular meeting in December of each year, or thereafter, organize or re-organize the officers of the District Board as to designating or redesignating a Chairman, Vice-Chairman, Secretary and Treasurer. The Chairman, Vice Chairman, Secretary and Treasurer shall serve for a one-year term unless the District Board shall re-organize as set forth in the procedures below. An individual Commissioner may hold the office of Secretary and Treasurer concurrently.

Any Commissioner who incurs more than three unexcused absences within one year shall be asked to resign his or her seat upon the Board.

The incumbent Chairman, Vice-Chairman or Secretary of the District Board shall be present and conduct the meeting until a new Chairman has been selected. The organization of the District Board will be the first item on the agenda for that meeting.

Rule 4.03 - Procedure for Annual Organization

The Board shall take the time to discuss the positions available, giving a commissioner the chance to decline a post if unable to perform its duties.

The incumbent Chairman shall call for nominations for the new Chairman, taking nominations until a vote is called to close the nominations.

The election of the Chairman will be upon roll call. After a new Chairman is elected the other posts will be elected in the same manner.

Rule 4.04 - Reorganization of the Board

Any member of the Board of Commissioners may, at any regular or specially called meeting of the District Board, after being duly recognized by the Chairman, request a reorganization of the Board. For this purpose, the Commissioner, upon being recognized shall request Special Privilege. The rule governing Special Privilege does not require a second and is not debatable; however, the question of privilege is decided by the Chair. If the Chair elects to grant Special Privilege of reorganization, the procedure for organization as outlined above shall proceed.

If the Chair elects to deny the question of Special Privilege unless further action is taken, the ruling of the Chair is final. If any Commissioner wishes to enforce the Special Privilege Rule, he/she must call for the Orders of the Day. The rule governing this motion does not require a second, but does require a two-thirds majority vote not to proceed to the Orders of the Day. If the Orders of the Day motion passes, the re-organization takes place as outlined under the Organizational Procedures.

**Captiva Erosion Prevention District
Proposed Cash Management Summary**

General Administration and Capital Projects Operating Checking Accounts

Bank of the Islands

- : Opened a satellite office in the old Wachovia Bank building on Captiva.
- : Committed to accepting our depository funds up to a cumulative balance of \$3,000,000, of which \$1,000,000 could be placed in Certificates of Deposit earning a rate equal to the banks Fed Fund rate (currently .25%)
- : Waived monthly service fees
- : During the construction phase of the upcoming project, would not be able to accommodate large deposits and subsequent wire transfer to Army Corp, etc.

Wells Fargo

- : Closed Captiva branch
- : Monthly services fees include FDIC insurance charges resulting in \$350-\$500 per month
- : Certificate of Deposit rate .05%
- : Accommodates large deposits and wire transfer

Recommendation

- : Retain small balance with Wells Fargo for the purpose of accepting large wire transfers during construction phase
- : Open General Operating and Capital Projects checking accounts with Bank of the Islands
- : Invest in multiple maturity Certificates of Deposit with Bank of the Islands - schedule attached
- : Invest in 1 year Certificates of Deposit with additional banking institutions to maximize current earnings - schedule attached.

DRAFT 12/8/11

INTERLOCAL AGREEMENT BETWEEN THE CAPTIVA EROSION PREVENTION DISTRICT, LEE COUNTY AND
THE CITY OF SANIBEL FOR FUNDING OF THE NORTH SANIBEL ISLAND BEACH NOURISHMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between the CAPTIVA EROSION PREVENTION DISTRICT, a political subdivision of the State of Florida, hereinafter referred to as the "District", and the Board of County Commissioners of LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the CITY OF SANIBEL, a Florida municipal corporation, hereinafter referred to as "City".

WITNESSETH:

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

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

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

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

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

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

WHEREAS, the City has adopted a beach management plan, ~~through its~~ home rule authority and ability to implement and cooperate on projects to preserve or enhance the coastal zone: and

WHEREAS, the District, County and City executed an Interlocal Agreement on April 18, 2000 (Attachment A) requiring the placement of mitigative sand onto northern Sanibel.

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

Section One: Purpose of Agreement

The purpose of this agreement is to acknowledge joint support for and to define a method for allocation of costs and responsibilities for the north Sanibel Island (R110.5-R116) Nourishment Project, hereinafter referred to as the "Project". (note: is the project defined anywhere, as in a resolution passed by Sanibel or by any engineering plans? I think we need something very specific)

Section Two: Scope of the Project

- a) The Project shall consist of necessary design, permitting, engineering, construction, project management and monitoring of beach nourishment along the northern Sanibel Island beach from R110.5 to R116. The Project will also include all maintenance and monitoring for a period of seven years as required by the permitting agencies.
- ~~a)b)~~The work to be completed for the Project on northern Sanibel (R110.5 to R116) will satisfy the- any responsibility for the placement of sand onto northern Sanibel as required by the Interlocal Agreement between the Captiva Erosion Prevention District, Lee County, and the City of Sanibel executed April 18, 2000. Said sand placement shall not te exceed 50,000 CYcubic yards.
- ~~a)c)~~The Project will be constructed in accordance with local, state and federal permitting rules, regulations, approvals and permits.

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Section Three: Obligations of the County

- a) Acquire necessary interests in land, construction easements and rights of way necessary for all aspects of the Projectnorth Sanibel nourishment (R110.5 R116).
- ~~a)b)~~Maintain those beach accesses, parking areas, and other public use facilities under its control during the period prior to construction and thereafter, as reasonably permitted in consideration of the public, health, safety and welfare.
- ~~a)c)~~Cooperate to the greatest extent possible with the District in the completion of monitoring of the Project areas under its control as required by permit conditions for the Projectassociated with the nourishment projects through post construction year seven (7).
- ~~a)d)~~Cooperate to the greatest extent possible with the District's scheduling of daily construction activities (24 hours ~~-X~~ 7 days a week) in order to maximize construction efficiency and reduce construction costs.
- ~~a)e)~~Cooperate to the greatest extent possible with the District in support of seeking permits for construction activities during turtle season as well as the support of construction activities pursuant to such permits.
- ~~a)f)~~Cooperate to the greatest extent possible with the District in allowing all reasonable Sanibel staging and beach access including use of County maintained parking areas for north Sanibel Island and Turner Beach by project contractors, construction and equipment.
- ~~g)~~Cooperate to the greatest extent possible in the establishment of the Erosion Control Line, if required by state law. (isn't this already established? If not, what is the plan for doing so? I don't think we want CEPD to do it, but we want the City or County to do it, so "cooperation" is not enough. If we do it, then we need cost sharing and indemnification)
- ~~h)g)~~Cooperate to the greatest extent possible with the District in the procurement of grants for the Project.
- h) The County will budget funding necessary to complete the Project.
- ~~h)i)~~ Provide funding for the pPproject based on an allocation of costs in accordance with Section Six of this agreement.
- ~~h)j)~~The County at its cost will install signage at the renourished north Sanibel Island beach and Turner Beach indicating the District has provided the renourishment project. (?? why? Would it

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be more accurate to say that the District in cooperation with the County and City is building the beach? For liability purposes, we don't want to take all responsibility)

~~h)k)~~ The County at its cost will install signage at the north Sanibel Island side of the Blind Pass Bridge noticing Captiva parking areas and Captiva major service points and/or points of interest.

Section Four: Obligations of the City of Sanibel

- a) Acquire necessary interests in land, construction easements and rights of way necessary for all aspects of the Project north Sanibel nourishment project (R110.5 R116).
- ~~a)b)~~ Maintain those beach accesses, parking areas, and other public use facilities under its control during the period prior to construction and thereafter, as reasonably permitted in consideration of the public, health, safety and welfare.
- ~~a)c)~~ Cooperate to the greatest extent possible with the District in the completion of monitoring of the north Sanibel Project area (R110.5-R116) as required by permit conditions for the Project associated with the nourishment project through post construction year seven (7).
- ~~a)d)~~ Cooperate to the greatest extent possible with the District's scheduling of daily construction activities (24 hours, X 7 days a week) in order to maximize construction efficiency and reduce construction costs.
- ~~a)e)~~ Cooperate to the greatest extent possible with the District in allowing all reasonable north Sanibel staging and beach access including use of City maintained parking areas for north Sanibel Island and Turner Beach by project contractors, construction and equipment.
- ~~a)f)~~ Cooperate to the greatest extent possible in the establishment of the Erosion Control Line, if required by state law. (see comment in Sec. 4)
- ~~a)g)~~ Cooperate to the greatest extent possible with the District in the procurement of grants for the Project.
- ~~a)h)~~ Cooperate to the greatest extent possible with the District in support of seeking permits for construction activities during turtle season as well as the support of construction activities pursuant to such permits.

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Section Five: Obligations of the District

- a) Monitor the Project area as required by permit and provide the results of the monitoring to the County and the City?
- ~~a)b)~~ Apply for all necessary permits for the Project.
- ~~a)c)~~ Prepare detailed plans and specifications for the Project.
- ~~a)d)~~ Endeavor to secure grant funding to pay a portion of the costs of the Project.
- ~~a)Complete the establishment of the Erosion Control Line if required by state law.~~
- ~~a)e)~~ Secure competitive bids for all work to be performed by contracts.
- ~~a)f)~~ Submit to the County a detailed estimate of costs of the Project.
- ~~a)g)~~ Notify the County of the satisfactory completion of the Project. The District will provide a certification of final Project costs, sources of funds received for the Project and use of Project Funds.
- ~~a)h)~~ Provide funding for the Project based on an allocation of costs in accordance with Section Six of this agreement.
- ~~a)i)~~ The District or its agents will act as pProject sponsor and manager.
- ~~a)j)~~ The District may, at its sole option, coordinate regionally with other eligible government entities when it is in the best interests of the District, particularly in sharing resources for cost savings purposes.

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Section Six: County Cost Sharing Provisions:

a) The County will pay for all costs associated with the north Sanibel Island –Project based on the cost sharing methods described below. Costs shall include all costs reasonably necessary to accomplish the Project, including but not limited to design, engineering, permitting and construction, and monitoring.

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a)

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The County will pay a ~~north Sanibel Island (R110.5 R116)Project~~ cost share of 50% of the remaining cost calculated after the state share is subtracted from the ~~total~~ costs.

a)b)The cost to monitor the Project north Sanibel islands is not part of the cost sharing referenced above. The County and District will pay equal shares of the cost to monitor the ProjectNorth Sanibel Island in years 1,2,3,5 and 7 post construction.

b)c)The County will provide all funding referenced in Section Six of this agreement within 30 days of signing the agreement.

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

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Section Seven: Hold Harmless

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

Section Eight Notices

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

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

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

City of Sanibel
???

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Section Nine: Modifications

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

Section Nine: Term

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

Section Ten: Severability

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

DRAFT 12/8/11

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

WHEREAS, it is in the interest of the public health, safety and welfare of the County to cooperate with the District in preventing erosion on Captiva Island, which includes the protection of county resources such as Captiva Road, Blind Pass Bridge, Turner Beach, Alison Hagerup Beach Park and beach access at Andy Rosse Lane, Gores Drive?, and Captiva Drive.

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

Section One: Purpose of Agreement

The purpose of this agreement is to acknowledge joint support for and to define a method for allocation of costs and responsibilities for ~~the "The Captiva Island 2013-2014 Beach Maintenance Renourishment Project"~~ Captiva Island (R84 R109) Nourishment Project, adopted by Captiva Erosion Prevention District Resolution 2010-10, hereinafter referred to as the "Project".

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Section Two: Scope of the Project

- a) The Project shall consist of necessary design, permitting, engineering, construction, project management and monitoring along the Captiva Island shoreline extending from R84 at the northern end of Captiva to R109 at Blind Pass. The Project will also include all maintenance and monitoring for a period of seven years as required by the permitting agencies.
- ~~a)b)~~ The Project will be constructed in accordance with local, state and federal permitting rules, regulations, approvals and permits.

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Section Three: Obligations of the County

- a) Cooperate to the greatest extent possible in the acquisition of temporary construction easements necessary to construct the ~~Captiva (R-84-R110) Nourishment~~ Project.
- ~~a)b)~~ Maintain those beach accesses, parking areas, and other public use facilities under its control during the period prior to construction and thereafter, as reasonably permitted in consideration of the public, health, safety and welfare.
- ~~a)c)~~ Cooperate to the greatest extent possible with the District in the completion of monitoring of the Project areas under its control as required by permit conditions associated with the ~~nourishment projects~~ Project through post construction year seven (7).
- ~~a)d)~~ Cooperate to the greatest extent possible with the District's scheduling of daily construction activities (24 ~~hours, X-7 days a week~~) in order to maximize construction efficiency and reduce construction costs.
- ~~a)e)~~ Cooperate to the greatest extent possible with the District in support of seeking permits for construction activities during turtle season as well as the support of construction activities pursuant to such permits.
- ~~a)f)~~ Cooperate to the greatest extent possible with the District in allowing all reasonable ~~Captiva~~ staging and beach access including use of parking areas for project contractors, construction and equipment.
- ~~a)g)~~ ~~Cooperate to the greatest extent possible in the establishment of the Erosion Control Line, if required by state law. This is already established~~
- ~~h)~~ Cooperate to the greatest extent possible with the District in the procurement of grants for the Project.
- ~~h)h)~~ The County will budget funding necessary to complete the Project.
- i) Provide funding for the ~~p~~Project based on an allocation of costs in accordance with Section Five of this agreement.

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Section Four: Obligations of the District

a) Monitor the Project area as required by permit and provide the results of the monitoring to the County.

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

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a)c) Prepare detailed plans and specifications for the Project.

a)d) Endeavor to secure grant funding to pay a portion of the costs of the Project.

a) ~~Complete the establishment of the Erosion Control Line if required by state law.~~

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

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a)f) Submit to the County a detailed estimate of costs of the Project. Costs shall include all costs reasonably necessary to accomplish the Project, including but not limited to design, engineering, permitting and construction, and monitoring.

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

a)h) Notify the County of the satisfactory completion of the Project. The District will provide a certification of final Project costs, sources of funds received for the Project and use of Project Funds.

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

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

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

Section Five: County Cost Sharing Provisions:

a) The County will pay for ~~all~~ costs, as described in Section Four, associated with the ~~Captiva-Island~~ Project based on the cost sharing methods described below.

i. The County will pay a ~~Captiva-Island (R84-R109) Project~~ cost share based on the following formula provided by the County:

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

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

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

$$[(T1*L1) + (T2*L2) + (T3*L3)] / [L1+L2+L3]$$

Notwithstanding the above formula, in no event shall the County share of the costs associated with the ~~Captiva-Island nourishment (R84-R109)Project~~ be less than \$8,000,000.00.

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

~~b)~~c) The County will provide all funding referenced in Section Five of this agreement within 30 days of ~~a~~ signing the agreement.

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

e) Include reimbursement provision?

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Section Six: Hold Harmless

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

Section Seven: Notices

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

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

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

Section Eight: Modifications

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

Section Nine: Term

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

Section Ten: Severability

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

----- Forwarded message -----
From: **Debbie Flack** <floridabeaches@aol.com>
Date: Fri, Dec 2, 2011 at 9:25 AM
Subject: Brief BeachWatch Update
To: Mike Mullins <mycepd@gmail.com>
Cc: Diana Ferguson <dferguson@reuphlaw.com>

In anticipation of the last committee week(Dec. 5-9), just a few things you or your in-house/contract lobbyists may want to take note of. The Governor's Budget Recommendations for 2012-13 will be released Wednesday (Dec. 7). These recommendations as they address statewide beach management will then be presented by the Governor's staff in House and Senate appropriations committees. As lawmakers have to address an additional \$2 billion shortfall, nothing will be sacred.

Local Government beach funding requests were transmitted to the Legislature this week – not the best of timing with \$71.8 million in beach nourishment project requests, and \$20 million in inlet management projects. These numbers are so out of line with reality in the best of times, that I am certain our baseline, if we are lucky, will be last year's appropriation (\$16 million projects/5 million staffing/operations). DEP has thus far identified \$12 million in trust fund dollars to revert and reappropriate to new beach projects for the coming fiscal year. Let's hope we can keep these dollars in the statewide beach program and avoid a sweep to General Revenue. We have also had considerable success, even recently, getting a proportionately generous share of non-recurring GR (to replace the loss in documentary stamp revenues) for beach projects. This redistricting year coupled with an additional \$2 billion in budget cuts does not bode well for this to continue for FY 12-13. We will still try! Thus far, we are confident that there will be some measurable legislative funding commitment to the beach program when the dust settles.

HB 503 (Patronis-Regulatory Reform), the sequel to last session's multi-program "reform" package gets its first hearing in committee Tuesday. This should give us a better feel regarding how the beach bill (SB 758 and HB 691) will be received when heard, hopefully during the first committee week of session (Jan. 9-13). We are also interested in how the House Agriculture and Natural Resources Committee handles HB 503' few beach provisions, one identical to that in the beach bill, two others subject similar only, and one we are just not sure of.

Busy week!



Draft 11/22/2011

Month, Date, Year

Name
Consulting Company Name
Address 1
Address 2
City, State and Zip Code

Re: Request for Qualifications (RFQ) #2011(a)

Dear _____:

The Captiva Erosion Prevention District (CEPD) is a governmental body created by special act of the Florida Legislature. Its mandate is to manage erosion-related problems on Captiva Island. CEPD is an official beach and shore preservation district under Section 161.32 of the Florida Statutes. The CEPD's jurisdiction includes all lands within the tidal waters of Captiva Island.

The Board of Commissioners of the Captiva Erosion Prevention District is seeking qualified consultants to provide professional engineering and related professional services to the District as outlined in Request for Qualifications (RFQ) #2011(a). The District is preparing for a beach nourishment project in its fiscal year 2012/13, with construction estimated to commence between the 3rd and 4th quarter of 2012. The purpose of this letter is to inform interested parties of the availability of the information required to enable the CEPD Professional Services Selection Committee to select consultants under the Consultants Competitive Negotiation Act (CCNA) - Section 287.055 of the Florida Statutes.

Firms with the qualifications and desiring to provide these services will need to submit six (6) copies of a Statement of Qualifications (SOQ) as outlined in the Request for Qualifications by _____, 2012 to:

Captiva Erosion Prevention District
RFQ 2011(a)
P. O. Box 365
Captiva, FL 33924

Copies of the Statement of Qualifications package are available by:

- writing CEPD at P.O. Box 365, Captiva, FL 33924 and requesting a package;
- visiting the CEPD offices, 11513 Andy Rosse Lane, Unit 4, Captiva, FL;
- emailing CEPD at mycepd@gmail.com and receiving an electronic version of the package by email;
- faxing CEPD at 239-472-0037 and receiving the package by FAX.

Inquiries regarding the RFQ should be directed in written form only by:

- writing Kathy Rooker, CEPD Administrator, P. O. Box 365, Captiva, FL 33924;
- emailing Kathy Rooker at mycepd8@gmail.com;
- faxing Kathy Rooker at 239-472-0037.

For further information on this project, please contact Ms. Kathy Rooker at 239-472-2472.

Please acknowledge that you have received this document by sending an acknowledgement of receipt to:

Kathy Rooker
CEPD Administrator
P. O. Box 365
Captiva, FL 33924

Formal acknowledgement consists of an email, letter, or fax. If you do not formally acknowledge the receipt of this document within 5 working days of receipt of this letter, CEPD will not be able to review formally any subsequent response.

Other Information

Confidentiality

All information included in the RFQ is confidential and only for the recipient's knowledge. No information included in this document or in discussions connected to it may be disclosed to any other party.

Local, state, and federal compliance requirements

The laws of the State of Florida apply

Independent contractor

The contractor acknowledges that it is an independent contractor.

Questions

Questions from interest parties received during the review period are submitted in writing. No verbal questions are allowed. Questions may be communicated by email. Answers will be provided to all prospective consultants in writing. Responses to questions by email are acceptable. No verbal responses are allowed.

Other documents and information

Prospective consultants are encouraged to submit additional documents and information that they think will help the Professional Services Selection Committee in making its selection. This may include:

- marketing brochures
- web site addresses for product listings
- profiles of staff providing services
- samples of methods for delivery of the services offered
- activities involved with training, documentation and support
- activities involved with undertaking other project deliverables

- examples of implementation approaches

Contact with CEPD staff and Commissioners

Prospective consultants are prohibited from contacting members of the Professional Services Selection Committee and the CEPD Board of Commissioners to discuss a submittal they are reviewing until such time as a final selection has been made.

We look forward to your response.

Sincerely,

Captiva Erosion Prevention District

Kathy Rooker
Administrator



Captiva Erosion Prevention District (CEPD)

Board of Commissioners

Draft 11/22/2011

Request for Qualifications (RFQ) #2011(a)

**CONTINUING PROFESSIONAL SERVICES
FOR
COASTAL ENGINEERING SERVICES**

Mail Address:

CEPD

P.O. Box 365

Captiva, FL 33924

Delivery Address:

CEPD

11513 Andy Rosse Lane, Unit 4

Captiva, FL 33924

REQUEST FOR QUALIFICATIONS (RFQ) #2011(a)

for

Coastal Engineering Services

for

The Captiva Erosion Prevention District

The Captiva Erosion Prevention District (the "District"), Captiva, Florida, under the provisions of Section 287.055, Florida Statutes (Consultants Competitive Negotiation Act), seeks Statements of Qualifications (SOQ) from qualified firms to provide continuing Professional Coastal Engineering Services.

OBJECTIVE

Through this Request for Qualifications, the Captiva Erosion Prevention District is seeking qualified consultants capable of providing professional coastal engineering services in a timely and efficient manner to meet the District's coastal engineering needs. This work requires specialized knowledge and expertise. Consultants will work in conjunction with CEPD staff and other consultants hired as part of the project team. Requested services may involve an entire project or a specific project phase. The District intends to award contracts to up to two consultants to provide required services. In addition, the District shall have the option to annually extend the term up to four additional years. However, the District does not guarantee the contract renewals.

This methodology will allow the District to solicit proposals directly from the consultants for every project or task. The District, at any time, reserves the right to solicit separate proposals for any and all projects or tasks, regardless of fee or construction value. Selection by the District as a consultant does not guarantee that the consultant will be called on a regular basis during the contract term, nor does it guarantee a minimum level of compensation with respect of volume of work or fees.

SCOPE OF SERVICES

The Scope of Services consists of coastal engineering services to support the District in its ongoing efforts to effectively maintain its coastal environment. The nature of this work relates primarily to coastal engineering and requires specialized knowledge and expertise.

The District is requesting qualifications for the following services:

1. Beach erosion control project planning, design, and construction, including all reports, specification preparation, and drawings associated with onshore and offshore activities.
2. Coastal engineering data analysis and modeling, including wave and sediment transport modeling.
3. State and federal permitting, specifically for beach erosion control projects, including development and submittal of all documents and drawings related to permit applications and responses.
4. Geotechnical study, including all physical investigations, data collection, and development of offshore sand resource "borrow areas" for beach nourishment projects.
5. Construction management and observation, as well as engineering certification, of beach erosion control projects.
6. Collection, analysis, and reporting of beach and offshore survey monitoring data, following state technical specifications and requirements.
7. Environmental services assistance as necessary to help meet state and federal permitting requirements associated with beach erosion control projects.
8. Technical writing associated with engineering reports and documents.
9. Scheduling and cost estimating of beach erosion control projects.
10. Peer review of coasting engineering documents, data, and plans.
11. Lead technical meetings with various agencies, including the District, Lee County, Florida Department of Environmental Protection, Florida Fish and Wildlife Service, the U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service.
12. Provide technical information to the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers in support of beach erosion control projects.
13. Assist in community relations regarding beach erosion projects and related permitting issues, and present at the District's Board of Commissioners and Town Hall meetings.
14. Miscellaneous coastal engineering services as necessary.

MINIMUM QUALIFICATIONS

Consultants providing planning/design and construction services for beach erosion control projects shall have coastal engineering experience and have licensed professional engineers experienced by and education in coastal engineering on staff. Consultants providing geotechnical services shall have licensed professional geologists on staff, with specific experience with offshore sand resource study. Consultants providing beach surveying monitoring services shall have licensed professional surveyors on staff, with specific experience in bathymetric surveying. All work done for the District will be supervised by staff of the District.

STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL REQUIREMENTS

Responders must submit six (6) copies of the information below. Submittals must be either received by the District or postmarked no later than _____, 2012.

1. One or two page Letter of Interest
2. Standard Form 254 or Standard Form 330.
3. Standard Form 255.or Standard Form 330.
4. Description of firm's qualifications for performing the work outlined in the Scope of Services. Additional information shall include:
 - 4.1. Examples of similar work conducted for other governmental client in similar size and scope.
 - 4.2. Office(s) to which the project will be assigned.
 - 4.3. Team organizational chart with resumes of key personnel who will be assigned to the work detailed in the Scope of Services, and indicating which one of them will be the designated lead contact. Include discussion of the capacity of the firm and staff allocations.
 - 4.4. List all sub-consultants proposed along with discussion of their qualifications, experience, and specific responsibilities. The District reserves the right to approve all sub-consultants.
 - 4.5. Current workload and ability to deliver projects on time and within budget.
5. Description of the firm/team's understanding of the following:
 - 5.1. District's beaches and ongoing beach nourishment program, including the federal shore protection project.
 - 5.2. The state and federal permitting requirements, and state technical specifications and requirements regarding monitoring data, in regards to coastal engineering projects.
 - 5.3. The federal shore protection program and process.
 - 5.4. Coastal modeling tools, including what models the firm applies for wave and sediment transport modeling.
 - 5.5. Offshore sand resource study and dredging activities associated with beach nourishment projects.
6. List five references of related past experience to include, at minimum, client name, project description, project start and end dates, and client contact person including phone number.
7. Public Entity Crime Statement, Exhibit B, of this RFQ.
8. Qualifications of Professional Consultants, Supplemental Information, Exhibit C, of this RFQ.

LENGTH OF CONTRACT

The District intends to award contracts to up to two consultants to provide required services. In addition, the District shall have the option to annually extend the term up to four additional years. Once qualified and an agreement has been signed, the firms chosen to provide professional services to the District must keep all licenses and insurance certificates current in order to continue their qualification.

EVALUATION AND SELECTION PROCESS

Selection of firms will be in accordance with Section 287.055, Florida Statutes (Consultants Competitive Negotiation Act). The Request for Qualifications is sent to interested parties. Interested parties must acknowledge receipt of the RFQ. A formal response as outlined in the RFQ should be sent to the designated contact for CEPD's Professional Services Selection Committee. The Selection Committee will then review the responders' information against a set of pre-defined criteria and rate the responders on their ability to satisfy the generic requirements. Personal interviews may be conducted at the discretion of the Selection Committee but are not required. A short-list of potential suppliers will be selected based on the highest awarded ratings. The Selection Committee will make a recommendation to the CEPD Board of Commissioners. Upon approval of the Board, a contract will be negotiated and executed with the selected contractor(s). More than one contractor may be selected at the discretion of the Board of Commissioners.

Submittals will be evaluated using the following criteria:

1. Compliance with RFQ requirements and quality of submittal.
2. Experience with projects of similar size and scope, as outlined in the Scope of Services.
3. Project Team, including firm/individual education and work experience, reputation, and competence with work outlined in the Scope of Services.
4. Understanding of coastal analysis and modeling tools, the federal shore protection process, state and federal permitting associated with coastal engineering projects, state technical specifications and requirements regarding monitoring data, and offshore sand resource study.
5. Familiarity with the District and its ongoing beach nourishment program.
6. Previous professional services in Florida coastal regions.
7. Quality of past work performed for the District.
8. Current workload and availability of personnel and resources of the firm and ability to assimilate additional workload.
9. Ability to complete projects in a timely manner.
10. Ability to expedite permitting.
11. Ability to work with the District and regulatory agencies.
12. References.

TERMS AND CONDITIONS

1. All submittals shall become the property of the District.
2. Due care and diligence has been exercised in the preparation of this Request for Qualifications and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services rests solely with those making responses. Neither the District nor its representatives shall be responsible for any error or omission in this response,

nor for the failure on the part of the respondents to determine the full extent of the exposures.

3. All costs associated with the preparation of submittals are the responsibility of the respondent.
4. The District reserves the right to reject any or all responses to the Request for Qualifications, to waive any or all informalities and/or irregularities, to re-announce with either an identical or revised scope and to cancel requirements in its entirety.
5. A response to this Request for Qualifications does not constitute a bid; therefore, the District retains the right to contact any/all respondents after submittal in order to obtain supplemental information and/or clarification in either oral or written form.
6. A termination clause of thirty (30) days after official notice by the District will be included in the contract provisions; this is in addition to termination for cause, which may be of a shorter time.
7. Insurance will be required at the time of execution of the contract in conformance with the Insurance/Risk Management Requirements outlined in Exhibit "A". During the term of the contract, firm shall maintain in full force and effect at its own cost and expense the minimum insurance coverage outlined in Exhibit "A".
8. An executed Public Entity Crime Statement, Exhibit "B," must accompany the Statement of Qualification (SOQ). These items were moved from "Objectives."

QUESTIONS

Questions from interest parties received during the review period are submitted in writing. No verbal questions are allowed. Questions may be communicated by email. Answers will be provided to all prospective consultants in writing. Responses to questions by email are acceptable. No verbal responses are allowed.

CONTACT WITH CEPD STAFF AND COMMISSIONERS

Prospective consultants are prohibited from contacting members of the Professional Services Selection Committee and members of the CEPD Board of Commissioners to discuss a RFQ submittal they are reviewing until such time as a final selection has been made.

INSURANCE

The District will require the insurance listed in Exhibit A to be in force prior to the execution on any contract. Proof of all insurance in force shall be provided when the contract is executed.

EXHIBIT A

Captiva Erosion Prevention District

INSURANCE/RISK MANAGEMENT REQUIREMENTS FOR COASTAL ENGINEERING SERVICES

The District requires the following terms and types of insurance.

Professional Liability/Errors or Omissions Coverage

The Other Party shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Worker's Compensation Coverage

The Other Party shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

The Other Party shall provide to the District an Affidavit stating that he meets all the requirements of Florida Statute 440.02 (13) (d).

Other Basic Coverage Required

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the District, on policies and with insurers acceptable to the District. These insurance requirements shall not limit the liability of the Other

Party. The District does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the District as an additional insured to the extent of the District's interests arising from this agreement, contract, or lease. Except for workers' compensation, the Other Party waives its right of recovery against the District, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the District and may be disapproved by the District. They shall be reduced or eliminated at the option of the District. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the District shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the District, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

General Automobile and Excess or Umbrellas Liability Coverage

The Other Party shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' Compensation Coverage section) and the amount of coverage required.

General Liability Coverage

Commercial General Liability - Occurrence Form Required

If Commercial General Coverage is provided:

Coverage A shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage coverage.

Coverage B shall include personal injury.

Coverage C shall include medical payments.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage.

Certificates of Insurance

Certificate Holder will be addressed as the Captiva Erosion Prevention District Board of Commissioners, P.O. Box 365, Captiva, Florida. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address.

Required insurance shall be documented in Certificates of Insurance which provide that the District shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. New Certificates of Insurance are to be provided to the District at least 15 days prior to coverage renewals. If requested by the District, the Other Party shall furnish complete copies of insurance policies, forms and endorsements.

For the Commercial General Liability coverage the Other Party shall, at the option of the District, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the District, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

EXHIBIT B

STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, PUBLIC ENTITY CRIMES

1. This statement is submitted to the Board of Commissioners of the Captiva Erosion Prevention District

by _____
Print individual's name and title

for _____
Print name of entity submitting statement

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without and adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, share holders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members,

or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

EXHIBIT C



Qualifications of Professional Consultants - Supplemental Information

Firm Name as it appears on Form SF 254:

Firm Name as it is registered with Florida Secretary of State:

Federal Employer ID Number:

Tel: _____ Fax: _____ Website: _____

Contact Person: _____ E-mail: _____

Name of Parent Company (if applicable):

Address:

Type of Firm: Corporation Partnership Individual Other

If Corporation: Date Incorporated: _____ State Incorporated: _____

Date Authorized in Florida: _____ Name of President: _____

If Partnership: Date organized: _____ Type: General Limited Other

Name(s) of Partner(s): _____

Florida Secretary of State Document No.:

Florida State Board:

Professional Engineer's Certificate No.: _____ Date: _____

Land Surveyor's & Mapper's Certificate No.: _____ Date: _____

Architecture & Interior Design Registration No.: _____ Date: _____

Landscape Architecture Registration No.: _____ Date: _____

List of Branch Offices in Florida

Please include address, city, zip code, county, contact person, telephone number, and email address.

Firm's Most Current Year's Annual Gross Income:

\$ _____

I hereby certify that the information contained in this package is true and correct to the best of my knowledge and that this firm is duly authorized to conduct business in the State of Florida.

I further certify that this firm understands that the work to be performed takes place in and around Captiva Island, Lee County, Florida and that it is both willing and capable of performing the work required on site when it is necessary.

I further certify that neither the firm, nor any officer, director, employee of the firm or any of its affiliates have been criminally or civilly charged with antitrust criminal acts under State or Federal law which involved fraud, bribery, collusion, conspiracy, antitrust violations or material misrepresentation with respect to a public contract, except for matters disclosed below.

Disclosure of pending court cases and settled cases and other litigation:

I further certify that the employment practices of this organization fully comply with Title VI provisions of the 1964 Civil Rights Act.

Name of Company:

By: _____
Signature Title Date

Captiva Erosion Prevention District

Procedures for Contracting for Professional Services Covered by Consultants Competitive Negotiation Act (CCNA)

Draft 11/22/2011

1. INTRODUCTION

A. PURPOSE

The purpose of these procedures is to ensure the Captiva Erosion Prevention District's compliance with Section 287.055 of the Florida Statutes referred to as the "Consultants' Competitive Negotiation Act" (CCNA). The following is a summary of the sections of the CCNA that are most frequently used by counties and special districts in the acquisition of services for architects, professional engineers, landscape architects, registered surveyors and mappers. (For complete text, refer to the Florida Statutes.)

CCNA requires the CEPD to announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project, the basic construction cost of which is estimated by the District to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO.

287.017 Purchasing categories, threshold amounts

The following purchasing categories are hereby created:

- (1) CATEGORY ONE: \$20,000.
- (2) CATEGORY TWO: \$35,000.
- (3) CATEGORY THREE: \$65,000.
- (4) CATEGORY FOUR: \$195,000.
- (5) CATEGORY FIVE: \$325,000.

These procedures establish guidelines by which architects, professional engineers, landscape architects, surveyors and mappers are selected for jobs. The criteria include that these firms should be chosen on the basis of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current and projected workloads of the firms; and the volume of work previously awarded to each firm by the District.

There is nothing in the Act that precludes the District from entering into a continuing contract. The Act defines a "continuing contract" as a contract for professional services entered into in accordance with all the procedures of the Act between the

CEPD and a firm whereby the firm provides professional services for projects in which construction costs do not exceed \$2,000,000; study activity when the fee for such professional service does not exceed \$200,000; or for work of a specified nature as outlined in the contract required by the agency, with no time limitation except that the contract must provide a termination clause.

B. DEFINITIONS

Administrator - The highest-ranking staff member and chief operating staff member of the CEPD.

Board - The Board of Commissioners of the Captiva Erosion Prevention District.

Compensation -The total amount paid by the CEPD for professional services.

CEPD - The Captiva Erosion Prevention District

District - The Captiva Erosion Prevention District

Firm - Any individual, company, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering, landscape architecture or land surveying in the State of Florida.

Professional Services - Those services within the scope of practice of architecture, professional engineering, landscape architecture or registered land surveying, as defined by the laws of the State of Florida; or those performed by any architect, professional engineer, landscape architect or registered land surveyor, in connection with their professional employment or practice.

Statement of Qualification (SOQ) - An executed formal document submitted to the County by a qualified firm or individual which states the professional service offered to satisfy the need as requested in the Request for Qualifications (RFQ).

2. PROCEDURES

A. ANNOUNCEMENT AND QUALIFICATION PROCEDURES

I. Announcement

The Administrator or designee contacts by letter firms on CEPD's contact list on each occasion when professional services are required to be engaged, except in cases of valid public emergencies as declared by the Board of Commissioners. The Administrator prepares and maintains a list of firms

qualified by training and experience in the various technical fields of specialty and which have expressed a desire to be considered for District work. The announcement includes a general description of the project and indicates how, and the time within which, interested parties apply for consideration.

II. Request for Qualifications (RFQ)

Parties are sent a Request for Qualifications (RFQ) package which includes a cover letter and all information and forms from which CEDP may determine certification and pre-qualification.

III. Certification and Pre-Qualification

Any firm or individual interested in providing professional services to the District must first be certified as qualified.

a. Certification is based upon meeting the following qualifications:

i. Firms are properly registered with the Department of Professional Regulation to practice their profession in the State of Florida.

ii. If the firm offering professional services is a corporation, it is properly chartered with the Florida Department of State.

iii. Standard Form (SF) 330 for the firm are completed and on file. Separate SF 330's are required for corporate offices and local offices, if applicable.

iv. Equal Employment Opportunity Plans, for firms with fifteen (15) or more employees, are on file with the Administrator.

b. Firms desiring to provide professional services to the District are required to submit Statement of Qualification (SOQ) information as required by the Request for Qualifications.

B. PROFESSIONAL SERVICES SELECTION COMMITTEE

I. Committee Composition

The Chair of the Board of Commissioners appoints two sitting Board members to serve with the Administrator on the Professional Services Selection Committee. The Chair may appoint additional members to the Committee at his or her discretion.

II. Committee Chair
The Administrator chairs the Committee.

III. Meetings

Meetings of the Professional Services Selection Committee are held on any Thursday when a Board Briefing is scheduled and noticed.

IV. Minutes

Written minutes are kept of all meetings.

V. Contact with Potential Service Providers during the Review Process

Members of the Professional Services Selection Committee are prohibited from discussing a submittal with any firm whose proposal they are reviewing until such time as a final selection has been made.

VI. Questions from Prospective Service Providers

Questions from prospective providers received during the review period are submitted in writing. No verbal questions are allowed. Questions may be communicated by email. Answers will be provided to all prospective service providers in writing. Responses to questions by email are acceptable. No verbal responses are allowed.

C. COMPETITIVE SELECTION

I. Recommendation for Selection

After careful review of all Statements of Qualifications (SOQ's), the Professional Services Selection Committee identifies no less than three (3) firms deemed to be most highly qualified to perform the required services. If fewer than 3 firms are identified and recommended, meeting minutes should reflect the reason why.

The Professional Services Selection Committee Division submits the recommendations to the CEPD Board of Commissioners for their review and approval of the committee's ranking and authorizes negotiation of a contract with the selected firm(s). When negotiations are completed, the contract(s) are submitted to the Board for approval and execution.

Recommendations for selection of firms are based on the following criteria:

<u>Criteria</u>	<u>Maximum Points That Can Be Awarded</u>
a. Compliance with RFQ requirements and quality of submittal.	5
b. Experience with projects of similar size and scope, as outlined in the Scope of Services.	10
c. Project Team, including firm/individual education and work experience, reputation, and competence with work outlined in the Scope of Services.	10
d. Understanding of coastal analysis and modeling tools, the federal shore protection process, state and federal permitting associated with coastal engineering projects, state technical specifications and requirements regarding monitoring data, and offshore sand resource study.	10
e. Familiarity with the District and its ongoing beach nourishment program.	5
f. Previous professional services in Florida coastal regions.	10
g. Quality of past work performed for the District.	5
h. Current workload and availability of personnel and resources of the firm and ability to assimilate additional workload.	10
i. Ability to complete projects in a timely manner.	10
j. Ability to expedite permitting.	10
k. Ability to work with the District and regulatory agencies.	5
l. References.	10

II. Interviews or Oral Presentations

If the Professional Services Selection Committee so chooses, interviews or presentations are scheduled with the firms that are under considerations.

- a. The Professional Services Selection Committee is provided with worksheets listing the following criteria to assist in ranking the short-listed firms. The committee members may use other criteria, as they deem appropriate. All worksheets become a part of the record.

(a) Management Team approach

(b) Approach to the project and methods used to plan, design and administer

the project.

- (c) Project experience
- (d) Understanding of CEPD's project
- (e) Understanding of Captiva's unique circumstances
- (f) Quality of this presentation
- (g) Other criteria

b. In instances where interviews or oral presentations are not required, the Professional Services Selection Committee may request that the Committee Chairperson conduct telephone discussions with not less than three (3) firms regarding their qualifications, their approach to the project, and their ability to furnish the required services.

c. Should information arise during the discussions that the Chair thinks warrants further review by the Professional Services Selection Committee, the Chairperson can convene the committee to review the information in question.

d. No points are assessed for telephone discussion. The Selection Committee may decrease the scores of the firms if the information received during the telephone discussion conflicts with information provided in the written response.

D. COMPETITIVE NEGOTIATION AND CONTRACT NEGOTIATIONS

The CEPD Administrator negotiates a contract with the top ranked firm or firms. If a contract cannot be negotiated with the top ranked firm, negotiations with the top ranked firm will be formally terminated and the Administrator begins to negotiate with the second and third ranked firms as necessary.

Should the Administrator be unable to negotiate a satisfactory contract with any of the selected firms, the CEPD Board of Commissioners selects additional firms in order of their competence and qualifications and negotiations continue in accordance with this section until an agreement is reached.

Contracts are not officially ratified until they are approved by a motion of the the Board of Commissioners at an official Board meeting.

Appendix

INTERVIEWS OR ORAL PRESENTATION PROFESSIONAL SELECTION COMMITTEE WORKSHEET

NAME OF FIRM:

A. MANAGEMENT TEAM APPROACH

- 5 points Project personnel and management team do not have the appropriate level of experience and/or do not contain all necessary disciplines. Team leader answers the questions and does not rely on team members for support.
- 10 points Some project personnel and management team have the proper level of experience and contain most disciplines. Team or leadership not working well together; they do not seem to work effectively as a team.
- 15 points Most, if not all, project personnel and management team have the proper level of experience. The team seems functional and understands each other's role well.
- 20 points All project personnel and management team have proper level of experience. The project manager and several members of the team are uniquely qualified. Team leader may answer for the team but also calls upon other team members

B. APPROACH TO THE PROJECT(S) AND METHODS USED TO PLAN, DESIGN AND ADMINISTER THE PROJECT(S)

- 5 points Interview or presentation shows inadequate understanding of the scope of services, project(s), and program requirements. No application of special knowledge, innovation, or technology.
- 10 points Interview or presentation shows adequate understanding of the scope of services, project(s), and program requirements. Little application of special knowledge, innovations or technology.
- 15 points Interview or presentation shows more than adequate understanding of the scope of services, project(s), and program requirements. Some instances of application of special knowledge, innovations or technology.
- 20 points Interview or presentation shows superior understanding of the scope of services, project(s), and program requirements. Numerous instances of application of special knowledge, innovations or technology.

C. PROJECT EXPERIENCE

- 5 points Project team members do not have the appropriate level of experience and/or do not represent all necessary disciplines.
- 10 points Most, if not all, project team members have the proper level of experience and represent most disciplines.
- 15 points All project team members have the proper level of experience and project manager is uniquely qualified. All necessary disciplines are represented.
- 20 points All project team members have the proper level of experience and several are uniquely qualified. The team members successfully convey how insights gained from other projects are applicable and beneficial to the project(s).

D. UNDERSTANDING OF CEPD'S PROJECT

- 5 points Presenter(s) do not have more than a basic understanding of the project and do not appear to have done much research or collected much information prior to the presentation.
- 10 points Presenter(s) have a good understanding of the project and appear to have done some research or collected some information prior to the presentation. However, they do not demonstrate more than a superficial understanding.
- 15 points Presenter(s) have a good understanding of the project and appear to have done research or collected information prior to the presentation that suggests they put in some effort to understand the project. They demonstrate a more than a superficial understanding.
- 20 points Presenter(s) have an excellent understanding of the project and appear to have done much research or collected a great deal of information prior to the presentation that suggests they put in a lot of effort to understand the project. They demonstrate an extensive understanding of the project and clearly want the work.

E. UNDERSTANDING OF CAPTIVA'S UNIQUE CIRCUMSTANCES

- 5 points Presenter(s) do not demonstrate any knowledge of Captiva's unique circumstances and when told about them, do not appear to have any insight or suggestions.
- 10 points Presenter(s) demonstrate limited knowledge of Captiva's unique circumstances and when told about them, appear to understand them but do not appear to have much insight or appreciation.
- 15 points Presenter(s) demonstrate knowledge of Captiva's unique circumstances and when discussed with them, demonstrate insight and appreciation of them, and even offer suggestions or solutions.



December 14, 2011

Office of Governor Rick Scott
State of Florida
The Capitol
400 S. Monroe St.
Tallahassee, Florida 32399-0001

Dear Governor Scott,

The Board of Commissioners of the Captiva Erosion Prevention District welcomes your November 27th address concerning Florida's natural resources. Our state's abundant natural resources are what make Florida special. They provide an unparalleled quality of life for residents. Our decision makers and citizens need to recognize that these resources are fragile.

How can we risk ignoring the stewardship responsibility that comes with 825 miles of sandy beaches and more than 11,000 miles of rivers, streams, and waterways? Floridians cannot be apathetic and uninformed. The threat from offshore drilling, declining water quality, and eroding beaches are just a few of the issues that threaten our way of life. The range of economic development in our state dependent on its natural resources must be appreciated. The diversity of Florida's natural resources that support tourism, recreation, agriculture, coastal ecosystems, and a supply of freshwater are central to our state's economy.

We encourage you to continue to work on environmental issues and to translate them into policies that protect all of what makes Florida special. As Commissioner Mike Mullins recently said, "Our environment is our economy."

Sincerely,

Michael C. Mullins
Chairman and Commissioner

Doris Holzheimer
Vice Chairman and Commissioner

Henry A. Kaiser
Commissioner

Dave Jensen
Commissioner

Jim Boyle
Commissioner

20 points

Presenter(s) demonstrate extensive knowledge of Captiva's unique circumstances to the point where they are able to talk about them without prompting. When discussed with them, they demonstrate extensive insight and appreciation of them, and even offer creative and thoughtful suggestions or solutions.

F. QUALITY OF THIS PRESENTATION

5 points

Presentation is amateurish, little advanced preparation is demonstrated, little thought appears to have gone into it, and presenters seem to be simply going through the motions. Their responses to questions are brief and show little thought or insight.

10 points

Presentation demonstrates some advanced thought and preparation. Presenters are engaged and animated, but they demonstrate a limited amount of knowledge and preparation. Their responses to questions are somewhat detailed and show a minor amount of advanced thought and insight.

15 points

Presentation demonstrates considerable advanced thought and preparation. Presenters are engaged and animated and they demonstrate enough knowledge and preparation to show that they have spent time thinking about and working on the presentation. Their responses to questions are detailed and show some advanced thought and or insight. They, however, do appear to have spent time trying to anticipate questions and issues.

20 points

Presentation demonstrates extensive advanced thought and preparation. Presenters are engaged and animated and they demonstrate considerable knowledge and preparation to show that they have spent time thinking about and working on the presentation. Their responses to questions are detailed and show much advanced thought and insight as if they spent time trying to anticipate questions and issues.

G. OTHER CRITERIA

5 points

Criteria to be determined by committee members.

2012-13 Captiva & Sanibel Islands Renourishment Project

ID	Task Name	Duration	Start	Finish	2012				2013					
					Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	
1	Monitoring Phase 2005/6 Project	150 days	Wed 2/1/12	Sat 6/30/12										
2	Pre-Construction and 6-Year Survey and Report	150 days	Wed 2/1/12	Sat 6/30/12										
3														
4	Plans & Specification	365 days	Sat 10/1/11	Sun 9/30/12										
5	FDEP and Corps Permit Modification Review and RAI	30 days	Tue 11/15/11	Thu 12/15/11										
6	Plans & Specs	120 days	Sat 10/1/11	Sun 1/29/12										
7	Submit FDEP for Review & Approval with 1st RAI Response	150 days	Sun 1/29/12	Wed 6/27/12										
8	FDEP Approves P&S, Permit Modification	1 day	Wed 6/27/12	Thu 6/28/12										
9	FDEP Notice to Proceed	30 days	Fri 8/31/12	Sun 9/30/12										
10														
11	Local Apportionment and Bonding	150 days	Sat 10/12/13	Tue 3/11/14										
12	Final Apportionment	150 days	Sat 10/12/13	Tue 3/11/14										
13														
14	Bidding and Award	303 days	Wed 2/1/12	Fri 11/30/12										
15	Complete and Update Plans & Specifications for Bidding	121.38 days	Wed 2/1/12	Fri 6/1/12										
16	Bid Announcement	30 days	Sun 7/1/12	Tue 7/31/12										
17	Open Bids	15 days	Wed 8/1/12	Thu 8/16/12										
18	Pre-Construction Meeting & Turbidity Monitor Identification	16 days	Thu 8/16/12	Sat 9/1/12										
19	Award Contract & FDEP NTP	30 days	Sat 9/1/12	Mon 10/1/12										
20	Issue Corps NTP	30 days	Mon 10/1/12	Wed 10/31/12										
21	Advertise, Bid, and Award Dune Vegetation Project	90 days	Sat 9/1/12	Fri 11/30/12										
22														
23	Corps Beach Construction	286 days	Mon 10/1/12	Sun 7/14/13										
24	Mobilization	30 days	Mon 10/1/12	Wed 10/31/12										
25	Captiva Island Fill Placement	105 days	Thu 11/1/12	Thu 2/14/13										
26	N. Sanibel Island Fill Placement	30 days	Thu 2/14/13	Sat 3/16/13										
27	Construct Post & Rope Fence and Dune Vegetation (CEPD)	45 days	Thu 2/14/13	Sun 3/31/13										
28	Corps Project Certification of Beach Construction	60 days	Sat 3/16/13	Wed 5/15/13										
29	Corps Report of Preliminary Project Cost	60 days	Wed 5/15/13	Sun 7/14/13										
30														
31	Construction Services CPE	422 days	Wed 8/1/12	Fri 9/27/13										
32	Construction Services	255 days	Wed 8/1/12	Sat 4/13/13										
33	Post-Construction Survey and As-built Eng. Report	135 days	Mon 4/15/13	Wed 8/28/13										
34	CEPD Engineer Completion and Total Project Cost Estimate	30 days	Wed 8/28/13	Fri 9/27/13										
35														
36	Monitoring Phase 2012/13 Project	500 days	Sun 3/1/15	Wed 7/13/16										
37	1-Year Survey and Monitoring Report	135 days	Sun 3/1/15	Tue 7/14/15										
38	2-Year Survey and Monitoring Report	135 days	Mon 2/29/16	Wed 7/13/16										

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Captiva Sanibel Islands Renourishment Project Administrative Timeline 2012/13 Project

	A	B	C	D	E	F
1	Task	Start		Finish		Responsibility
2						
3	Communicate Plans with DEP	Jun-11		Ongoing		Administrator, Engineer
4	Communicate Plans with ACOE	Jun-11		Ongoing		Administrator, Engineer
5	FY12/13 LGFR to DEP	Jun-11		Jul-11		Administrator, Engineer
6	Work with D.Flack for funding	Jun-11		Ongoing		Administrator
7	New DEP Grant Agreement	Dec-11		Feb-12		Administrator, Vince George
8	Negotiate Interlocals	Dec-11		Feb-12		Admin., Board, Attorney
9	Respond to RFIs	Dec-11		Jul-12		Admin., Engineer, Board
10	Issue RFQs for Eng. Services	Dec-11		Feb-12		Administrator
11	Army Corps Work Plan	Jan-12		Mar-12		Admin., ACOE
12	TDC Shoreline Request	Jan-12		Feb-12		Administrator
13	Get Appts. To Meet Legislators	Jan-12		Feb-12		Administrator
14	Lobby Washington Legislators	Feb-12		Mar-12		Administrator
15	Federal Funding Agreement	Feb-12		Mar-12		Admin., Board, ACOE
16	TDC Shoreline Request Reviews	Feb-12		Feb-12		Administrator, CAC
17	Board Decision for Proj. Mgt.	Feb-12		Mar-12		Admin., Board, ACOE, Engineer
18	Design Funds to AOE (\$300,000)	Mar-12		Mar-12		Administrator, Accountant
19	Respn to ACOE Data Requests	Mar-12		Jul-12		Administrator, Engineer
20	Board Reviews Design	Mar-12		Mar-12		Administrator, Engineer
21	Review Design with Lee County	Mar-12		Jun-12		Administrator, Engineer
22	Review Plan with Sanibel	Mar-12		Jun-12		Administrator, Engineer
23	Invoice Lee County for Funds	Mar-12		Apr-12		Administrator
24	Evaluate RFQs for Eng. Services	Mar-12		Apr-12		Administrator, Board
25	Issue RFQs for Project Funding	Mar-12		Mar-12		Administrator, Bond Attorney
26	Review Project Funding Proposa	Apr-12		May-12		Admin., Attorney, Board
27	Adoption of Loan Resolution	May-12		May-12		Admin., Attorney, Board
28	DEP Construction Funds	May-12		Jun-12		Administrator, DEP
29	Close on Loan	Jun-12		Jun-12		Admin., Attorney, Board
30	Construction Funds to ACOE	Jun-12		Jun-12		Administrator
31	Pre-Construction Survey	Jun-12		Jun-12		Engineer
32	FY13/14 LGFR to DEP	Jun-12		Jul-12		Administrator, Engineer
33	Project Town Hall Meeting	Aug-12		Sep-12		Admin., Engineer, Board
34	Project News Articles	Aug-12		Feb-13		Administrator
35	Project Updates on Web Site	Aug-12		Feb-13		Administrator

Make a Legend

COE

Captiva Sanibel Islands Renourishment Project Administrative Timeline 2012/13 Project

	A	B	C	D	E	F
36	Receive Notice to Proceed	Sep-12		Sep-12		Administrator, Engineer
37	Final Apportionment	Mar-13		May-13		Economist, Administrator
38	Notice Public Hearing	Jun-13		Jun-13		Administrator
39	Apportionment Hearing	Jun-13		Jun-13		Admin., Board, Attorney, Economi
40	Adoption of Apportionment	Jun-13		Jun-13		Board, Admin., Attorney
41	Special Asscess. Tax Roll	Jul-13		Aug-13		Economist, Accountant
42	Assessment Invoices Sent	Jul-13		Aug-13		Administrator, Accountant