

**Monthly
CEPD Board
Meeting
Feb. 2022**



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Board Meeting Agenda

Date: Monday February 7th, 2022

Time: 1:00 P.M.

Location: 15951 Captiva Drive, Captiva, Florida 33924
Tween Waters Inn, Ding Darling Room

Via Zoom: <https://us02web.zoom.us/j/83183536320>

Webinar ID: 831 8353 6320

Telephone: +1 646 558 8656

- 1. Call to Order**
- 2. Roll Call**
- 3. Approval of Minutes**
 - A) January 10th, 2022 Minutes**
 - B) January 24th, 2022 Minutes**
- 4. Changes to the Agenda**
- 5. Public Comments – Limit 3 minutes per person**
- 6. Financial Reports**
 - A) January Financials**
- 7. Old Business**



A) Ratifying Dune Planting Protection

B) Dune Planting Protection Update

C) Apportionment Timeline Update

8. New Business

A) Salary Adjustment and Performance Review

1) Title Change and Salary Adjustment – Daniel Munt

B) Revised SOP for Appointing Commissioners

C) Commissioner Appointments

1) Seat 1

2) Seat 3

D) ParkMobile

E) Dune Protection Signs

9. Administrative Update

A) FSBPA Conference

B) Publishing Meeting Schedule

10. Commissioner Comments

11. Adjournment



In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring any additional reasonable accommodation to participate in this meeting should call the CEPD office at phone 239.472.2472 or email a written request to mycepd@mycepd.com. One or more elected or appointed local government officials, including but not limited to the Captiva Erosion Prevention District, maybe in attendance at this meeting. Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the CEPD to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense.



Captiva Erosion Prevention District
January Board Meeting
Monday, January 10th, 2022
Tween Waters Inn, Ding Darling Room
15951 Captiva Drive
Captiva, Florida 33924
Public Attendance via Zoom

1. Call to Order

- Chairman Silvia called to order the regular Board meeting of the Captiva Erosion Prevention District (CEPD) at approximately 1:00 pm on January 10th, 2022.

2. Roll Call

- The following persons were in attendance:
 - CEPD Commissioners:
 - Seat 2, René Miville, Vice Chairman
 - Seat 4, John Silvia, Chairman
 - Seat 5, Richard Pyle, Treasurer
 - CEPD Staff:
 - Jennifer Nelson, Executive Director
 - Daniel Munt, Technical Policy Director
 - James Elston, Administrative Director
 - Lindsey Ford, Legislative Administrative Aide
 - Ralf Brookes, CEPD Attorney
 - Public:
 - Bob Walter
 - Linda Laird
 - Al Schuele
 - Marilyn Sue Henry

3. Approval of Minutes

- December 13th, 2021, Board Meeting
 - Chairman Silvia noted that he would like the minutes from now on to have items spelled out and then the acronyms to be noted in parenthesis. Treasurer Pyle

motioned for the approval of minutes. Vice Chairman Miville seconded that motion. The motion was voted on and passed unanimously.

- In Favor: Chairman Silvia, Treasurer Pyle, Vice Chairman Miville.

4. Changes to the Agenda

- Chairman Silvia asked for two changes to new business. The first was to discuss the protection of the dunes. The second was to talk about email from Lee Childress regarding the trash. Then under old business, he wanted to discuss the status of Park Mobile and see what we needed to do. Administrative Director Elston let the commissioners know we just needed to vote to make the changes. Vice Chairman Miville made the motion to approve the changes. Chairman Miville seconded the motion. A vote was held and passed unanimously.
 - In favor: Chairman Silvia, Vice Chairman Miville, Treasurer Pyle.

5. Public Comments – Limit 3 minutes per person

- Public comment was invited.
 - Linda Laird spoke up to mention the dunes and keeping them protected. She said we needed to get that taken care of soon to keep people off them. She also said the sea oats were doing well but she didn't think the vine type plants were surviving. Policy Director Munt spoke on this. He mentioned that most of the plantings were sea oats. Vice Chairman Miville asked the status of the quotes for the ropes and poles. Policy Director Munt said that Nicole Sharp was still working to get a quote from Earth Balance. Vice Chairman Miville said we needed to stay on top of them. Policy Director Munt said he had spoken to them last on January 6th. Executive Director Nelson mentioned that we were looking for natural items to use for the rope and the wood and that was part of the delay. Chairman Silvia said he had heard that he heard a lot of the signs we had were in the wrong places. Executive Director Nelson said that we had a few bad windstorms and lost a lot of signs. They were only meant to be temporary, and her recommendation would be to order more until the poles and ropes are secure. Chairman Silvia agreed. He then asked who monitored the beach and the trash. Executive Director Nelson said that Bob Johnson from Back Bay Properties was who monitored that and took the trash out for \$1,500 a month. Looking to save money the parking lot attendants started to take the trash out and she was looking to get a two-yard dumpster at the parking lot. Treasurer Pyle was upset that we were now getting complaints about the trash piling up in the week that we stopped using Back Bay. He was also upset thinking we would lose a parking space to put a dumpster in. Executive Director Nelson let him know that the dumpster would go into an area that would not take away from any parking spaces. Treasurer Pyle then asked why there are seven people on the payroll and why all the employees were needed. Executive Director Nelson directed Vice Chairman Miville to go over the hiring of Bob Gray for an employee job analysis that was conducted and discussed at a meeting Treasurer Pyle was not in attendance for. Vice Chairman Miville discussed that they needed to come up with a strategy to determine what

projects Captiva Erosion Prevention District (CEPD) was going to take on and that will help determine the staff that is needed. Chairman Silvia suggested we discuss the trash and the attendants and come up with a plan this month.

- There was a public comment letting us know that the daily pick up kept the smell down. She also asked who was going to make sure the poles were placed where they needed to be and that many from the last project washed away. Vice Chairman Miville mentioned that if we could not accommodate the daily trash pick-up, we could go back to having Back Bay Properties pick it up. He also noted that people will use the trash cans to empty the trash out of their own cars and it is hard to monitor that. Chairman Silvia and Vice Chairman stated we should just go back to using Bob Johnson with Back Bay, so we don't have to worry about trash piling up. As far as the pole placement and who monitors that, Policy Director Munt said we had no data on that. Executive Director Nelson asked if there was some photos or data on previous placement and the public commenter said she had some. Executive Director Nelson asked that it be emailed to her so it can be investigated. Chairman Silvia asked if we needed a motion to go back to using Back Bay and Executive Director Nelson said that we did not, it was just staff direction that was needed. With That Chairman Silvia asked that we move onto Financial Reports.

6. Financial reports

- December Financials
 - Treasurer Pyle led a review of the financial report. He mentioned that we are on track and even with seven employees, we are staying in budget. The project has been paid for as well. He said he was concerned that the staff members were all getting American Express cards and wanted to make sure it is monitored for unnecessary spending. He was also concerned that there was a late charge on the bill being paid and didn't understand why when it is paid each month. Chairman Silvia asked who monitors the spending. Executive Director Nelson said that anything that is purchased with the American Express has a receipt we keep. When the bill comes in, Administrative Legislative Aide Ford copies the receipts and puts them with the charges on the bill. It is then forwarded to our CPA, Jason Smith, Executive Director Nelson, and Treasurer Pyle. She also said she would have to follow up with Jason Smith to see why there was a late fee or interest charges. She also wanted to comment on the comments about the budget with the staff. She said that she presented to the board about the new staff back in September and asked if there was a direction that the board wanted her to go in since the number of staff keeps being brought up. Vice Chairman Miville stated that they need to make a strategy to figure out the next five or ten years to determine the projects that the Captiva Erosion Prevention District (CEPD) will take on, which will determine the number of staff needed. Linda Laird spoke up to let the commissioners know it was hard to hear them, especially Treasurer Pyle. Chairman Silvia asked if we could get a microphone. Policy Director Munt let the commissioners know we have a MEVO, but the poor internet connection made it hard to use. He said we would look for an external microphone for the next meeting.

7. New Business

- Commissioner Appointments

- Chairman Silvia thanked the four applicants for applying and being at the meeting. He recommended every applicant receive three minutes to speak and have Administrative Director Elston keep track of the time. Vice Chairman Miville made a motion that after the applicants speak, each commissioner would go down the line and ask questions one at a time. Treasurer Pyle seconded that motion. A vote was held and passed unanimously.

In Favor: Chairman Silvia, Vice Chairman Miville, Treasurer Pyle

- Administrative Director Elston went over the process for voting for the new commissioners. (Please note that the process was performed incorrectly, and the commissioners will need to perform the voting process again at the next monthly board meeting to fill the vacant seats). The first applicant to speak was Bob Walter. The second applicant to speak was Linda Laird. The third applicant to speak was Al Schuele. The fourth and final applicant to speak was Marilyn Sue Henry. The commissioners were able to ask follow up questions and then proceeded to take a vote. Administrative Director Elston tallied the votes and the most number one votes went to Linda Laird. He then let the board know that they needed to make a motion to appoint her. Vice Chairman made the motion to appoint Linda Laird as a commissioner for seat one. Treasurer Pyle seconded that motion. A vote was held and passed unanimously.
 - In Favor: Chairman Silvia, Vice Chairman Miville, Treasurer Pyle
- Administrative Director Elston asked attorney Ralph Brooks who would swear Linda in. Attorney Brooks said that someone present at the meeting could swear them in and that the oaths could be read after the second seat was appointed. Administrative Director Elston then said the next person to be appointed commissioner was Al Schuele. Chairman Silvia made the motion to appoint Al Schuele as commissioner for seat three. Treasurer Pyle seconded that motion. A vote was held and passed unanimously.
 - In Favor: Chairman Silvia, Vice Chairman Miville, Treasure Pyle
- Administrative Director Elston swore in Linda Laird and Al Schuele, having them both read the oath. (Again, please note that the voting process was done incorrectly, and will need to be voted on again. This could change the appointment of commissioner's seats one and three.)

8. Old Business

- Park Mobile

- Chairman Silvia wanted to discuss Park Mobile and the status of what we were going to do. Administrative Director Elston said that we canceled the workshop for Park Mobile since all the commissioners were not able to attend. The decision was made to have the workshop within the next few weeks.

9. Administrative Report

- Executive Director Jennifer Nelson said that her and Dan were going to be attending the Florida Shore & Beach Preservation Association (FSBPA) conference. She said they were very excited because Policy Director Munt was going to be presenting at the

conference with Nicole Sharp from APTIM. They will also be presenting at the tourism and development Council meeting. Executive Director Nelson also told the commissioners that she would like to put together a commissioner training for Sunshine Law and Florida Commissioner Ethics training in February.

- Back in November Executive Director Nelson asked former Chairman Miville for approval to give a grant of \$2,500 to Captain's for Clean Water, and he approved. She recently asked current Chairman Silvia for approval to submit that grant and he approved it as well.
- Executive Director Nelson then spoke on the beach celebration for the beach renourishment project. She went over the current plan to have the celebration at Tween Waters at the end of April. Vice Chairman Miville wanted to discuss having the celebration at different locations. Executive Director Nelson asked if her and Vice Chairman Miville could go over and plan the celebration. Chairman Silvia said he wanted them to work on it and take into consideration parking and budget. She then spoke about the sea level rise committee meeting that she recently attended. Captiva Erosion Prevention District (CEPD) will now take over for that committee. We will conduct a series of workshops to determine what was already done and what we need to do in the future with the sea level rise group.

10. Commissioners' Comments

- There were no commissioner comments

11. Adjournment

- Chairman Silvia made a motion to adjourn the meeting. Vice Chairman Miville seconded the motion. All commissioners were in favor. The meeting was adjourned.

Action Items

Dune Protection (ropes and poles)- Daniel Munt

Trash collection- Jennifer Nelson

Park Mobile Workshop – James Elston

AMEX fee – Jennifer Nelson

Beach Renourishment Celebration- Jennifer, Lindsey, Vice Chairman Miville

Revoting of commissioner's-James Elston, Ralph Brookes



Captiva Erosion Prevention District
January Special Meeting
Monday, January 24th, 2022
Tween Waters Inn, Ding Darling Room
15951 Captiva Drive
Captiva, Florida 33924
Public Attendance via Zoom

1. Call to Order

- Chairman Silvia called to order the special Board meeting of the Captiva Erosion Prevention District (CEPD) at approximately 1:00 pm on January 24th, 2022. He asked if there were any changes to the agenda. Treasurer Pyle asked to add to the agenda a discussion with Bob Johnson regarding the contract we have with him for trash removal. This was added first to the agenda. Treasurer Pyle made the motion for changes to the agenda. Chairman Silvia seconded the motion. A vote was held and passed two to one.
 - In Favor: Chairman Silvia, Treasurer Pyle
 - Opposed: Vice Chairman Miville

2. Roll Call

- The following persons were in attendance:
 - CEPD Commissioners:
 - Seat 2, René Miville, Vice Chairman (Via zoom)
 - Seat 4, John Silvia, Chairman
 - Seat 5, Richard Pyle, Treasurer
 - CEPD Staff:
 - Jennifer Nelson, Executive Director
 - Daniel Munt, Technical Policy Director
 - James Elston, Administrative Director
 - Lindsey Ford, Legislative Administrative Aide
 - Ralf Brookes, CEPD Attorney
 - Public:
 - Bob Johnson

3. New Agenda Item

- Discussion with Bob Johnson

- Treasurer Pyle wanted to have Bob Johnson come to answer questions in regard to the renewed contract with Back Bay Properties. Treasurer Pyle wanted clarification that we would not purchase trash receptacles at the parking lot since Bob Johnson was picking up trash daily. Executive Director Nelson let the board know that the money for the trash pickup was provided by the TDC.
- Bob Johnson spoke and said they pick up trash 365 days a year. They also pick up the beach, perform small tree trimming, and little items that need to be done to make the parking lot stay clean. Chairman Miville asked what time the trash is picked up. Bob Johnson said they try to get the trash by 7:30-8:00 A.M. Chairman Silvia mentioned that there could still be a problem with trash overflowing if people throw their trash into the cans by the Mucky Duck later in the afternoon. Executive Director Nelson said we were not going to order the trash receptacle since we went back to the contract with Bob Johnson. It was an either/or situation. Bob Johnson is picking up trash every day, so there should be no problem. Treasurer Pyle asked if we only ha attendants on weekdays and Executive Director Nelson let him know there is an attendant there seven days a week. Vice Chairman Miville asked what will happen if the places Bob Johnson dumps the trash, no longer want him to dump trash there. Bob Johnson said that trash is his responsibility and will make sure it is taken care of. Vice Chairman Miville asked about photos that were taken of the trash and what happened. Executive Director Nelson let the board know that it was day five of the attendants removing the trash and they had no where to put it. So that was the reason for it piling up.

4. Public Comments

- Susie Henry spoke and thanked Bob for all his hard work in the community. Lee Childers spoke and said that the trash was overflowing for a few days, not just one day. He also said that most of the trash comes from happy hour at the Mucky Duck. However, since Bob or his son pick it up early in the morning, there is no problem. It only became an issue once Bob stopped collecting the trash. He then recommended having Bob Johnson do the rope and posts to protect the dunes because the contract amount he saw was too high in his opinion.

5. Dune Planting Protection Plan

- Ropes and Poles
 - Vice Chairman Miville made a motion to go with the option for cotton ropes due to the time frame and pricing to receive them. Treasurer Pyle seconded the motion. Discussion then ensued. Vice Chairman Miville went over the takeoff of the project and said he thinks we should just go ahead with the proposal and get it started. Nicole Sharp from APTIM was asked about the posts and she said she believed it was a square pole and that they were pressure treated pine. Policy Director Munt asked Nicole Sharp if part of the proposal was to include removing the old poles and rope and she said it was. Vice Chairman Miville asked Nicole Sharp to see if the pressure treated pine poles could be round instead of the square poles. She said she

would ask Earth Balance if that was possible, and that she thought it would not be a problem. Vice Chairman Miville had to modify his motion to go with the cotton ropes and round pine poles for the lump sum of \$94,500. Treasurer Pyle seconded the modified motion. A public comment was written in the chat about the placement of poles. Nicole Sharp let the commenter know that the direction they were given was to only place the poles in high traffic areas and not along the entire island. A vote was held, and the motion passed unanimously.

- In Favor: Chairman Silvia, Vice Chairman Miville, Treasurer Pyle

6. Commissioners' Comments

- Chairman Silvia went over the training that Executive Director Nelson will set up and the importance for everyone to follow the sunshine laws.

7. Adjournment

- Treasurer Pyle made a motion to adjourn the meeting. Vice Chairman Miville seconded the motion. All commissioners were in favor. The meeting was adjourned.

Action Items

Getting round pine poles- Nicole Sharp

Sunshine law classes- commissioners, Jennifer Nelson

3:08 PM
2/3/2022

Captiva Erosion Prevention District
General Fund - Budget Performance Summary
For the Four Months Ended January 31, 2022

Prepared by: JS

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - January '22	Budget - January '22	Actual - January '21	Budget - January '21	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense									
Income									
Ad Valorem Tax	\$ 34,795.68	\$ 54,245.75	\$ 27,365.43	\$ 55,246.50	\$ 576,356.04	\$ 216,983.00	\$ 359,373.04	\$ 650,949.00	\$ 74,592.96
Interest Income	12.67	12.50	0.00	125.00	34.82	50.00	(15.18)	150.00	115.18
Other Income	1,934.72	416.67	1,079.93	312.50	9,624.72	1,666.67	7,958.05	5,000.00	(4,624.72)
Total Income	36,743.07	54,674.92	28,445.36	55,684.00	586,015.58	218,699.67	367,315.91	656,099.00	70,083.42
Expense									
Administrative Expenses	4,994.75	7,312.50	3,207.94	4,541.67	47,025.19	29,250.00	(17,775.19)	87,750.00	40,724.81
Cost of Collecting Ad Valorem	0.00	1,625.00	547.30	1,375.00	4,484.75	6,500.00	2,015.25	19,500.00	15,015.25
Wages	11,244.73	14,666.67	10,522.33	10,041.67	44,849.76	58,666.67	13,816.91	176,000.00	131,150.24
Professional Fees	4,082.89	3,416.67	2,169.50	3,000.00	12,241.64	13,666.67	1,425.03	41,000.00	28,758.36
Reserves Transfer	7,037.50	7,037.50	7,037.50	7,037.50	28,150.00	28,150.00	0.00	84,450.00	56,300.00
Total Expense	27,359.87	34,058.33	23,484.57	25,995.84	136,751.34	136,233.33	(518.01)	408,700.00	271,948.66
Net Income	<u>\$ 9,383.20</u>	<u>\$ 20,616.58</u>	<u>\$ 4,960.79</u>	<u>\$ 29,688.16</u>	<u>\$ 449,264.24</u>	<u>\$ 82,466.33</u>	<u>\$ 366,797.91</u>	<u>\$ 247,399.00</u>	<u>\$ (201,865.24)</u>

Cash basis- omitted all note disclosures
No assurance is provided on these financial statements.

3:04 PM
2/3/2022
Prepared by: JS

Captiva Erosion Prevention District
General Fund - Budget Performance Detail
For the Four Months Ended January 31, 2022

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - January '22	Budget - January '22	Actual - January '21	Budget - January '21	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense									
Income									
Ad Valorem Tax	34,795.68	54,245.75	27,365.43	55,246.50	576,356.04	216,983.00	359,373.04	650,949.00	74,592.96
Interest Income	12.67	12.50	0.00	125.00	34.82	50.00	(15.18)	150.00	115.18
Other Income	1,934.72	416.67	1,079.93	312.50	9,624.72	1,666.67	7,958.05	5,000.00	(4,624.72)
Total Income	36,743.07	54,674.92	28,445.36	55,684.00	586,015.58	218,699.67	367,315.91	656,099.00	70,083.42
Expense									
Administrative Expenses									
Advertising	830.69	833.33	0.00	250.00	4,791.59	3,333.33	(1,458.26)	10,000.00	5,208.41
Bank Service Charges	342.62	83.33	0.00	25.00	1,131.14	333.33	(797.81)	1,000.00	(131.14)
Board Meeting Expenses	0.00	83.33	0.00	83.33	0.00	333.33	333.33	1,000.00	1,000.00
Copier Lease Expense	119.81	62.50	0.00	75.00	229.37	250.00	20.63	750.00	520.63
Dues and Subscriptions	269.98	416.67	41.22	375.00	2,474.98	1,666.67	(808.31)	5,000.00	2,525.02
General Insurance	0.00	583.33	0.00	375.00	21,481.00	2,333.33	(19,147.67)	7,000.00	(14,481.00)
Newsletter Expense	0.00	500.00	0.00	150.00	0.00	2,000.00	2,000.00	6,000.00	6,000.00
Office Expense	1,206.39	1,666.67	163.44	375.00	4,099.95	6,666.67	2,566.72	20,000.00	15,900.05
Postage	36.23	41.67	0.00	83.33	63.33	166.67	103.34	500.00	436.67
Rent Expense	999.89	1,250.00	1,262.24	1,166.67	5,219.69	5,000.00	(219.69)	15,000.00	9,780.31
Repairs	0.00	83.33	0.00	125.00	0.00	333.33	333.33	1,000.00	1,000.00
Telephone	147.14	208.33	470.53	166.67	688.11	833.33	145.22	2,500.00	1,811.89
Travel and Per Diem	0.00	625.00	1,154.00	625.00	3,431.27	2,500.00	(931.27)	7,500.00	4,068.73
Utilities	450.50	208.33	41.51	166.67	1,029.15	833.33	(195.82)	2,500.00	1,470.85
Website & Computer Maintenance	591.50	666.67	75.00	500.00	2,385.61	2,666.67	281.06	8,000.00	5,614.39
Total Administrative expenses	4,994.75	7,312.50	3,207.94	4,541.67	47,025.19	29,250.00	(17,775.19)	87,750.00	40,724.81
Wages and Professional Fees									
Wages	11,244.73	14,666.67	10,522.33	10,041.67	44,849.76	58,666.67	13,816.91	176,000.00	131,150.24
Professional Fees	4,082.89	3,416.67	2,169.50	3,000.00	12,241.64	13,666.67	1,425.03	41,000.00	28,758.36
Total Legal and Professional Fees	15,327.62	18,083.33	12,691.83	13,041.67	57,091.40	72,333.33	15,241.93	217,000.00	159,908.60
Cost of Collecting Ad Valorem									
Property Tax Appraiser Fees	0.00	458.33	0.00	333.33	4,046.03	1,833.33	(2,212.70)	5,500.00	1,453.97
Tax Collector Commissions	0.00	1,166.67	547.30	1,041.67	438.72	4,666.67	4,227.95	14,000.00	13,561.28
Total Cost of Collecting Ad Valorem	0.00	1,625.00	547.30	1,375.00	4,484.75	6,500.00	2,015.25	19,500.00	15,015.25
Reserves									
Operating Reserves Transfers	7,037.50	7,037.50	7,037.50	7,037.50	28,150.00	28,150.00	0.00	84,450.00	56,300.00
Total Expense	27,359.87	34,058.33	23,484.57	25,995.84	136,751.34	136,233.33	(518.01)	408,700.00	271,948.66
Net Income	\$ 9,383.20	\$ 20,616.58	\$ 4,960.79	\$ 29,688.16	\$ 449,264.24	\$ 82,466.33	\$ 366,797.91	\$ 247,399.00	\$ (201,865.24)

Cash basis - omitted all note disclosures
No assurance is provided on these financial statements.

4:21 PM
2/3/2022
Prepared: JS

Captiva Erosion Prevention District
Capital Projects Fund - Budget Performance Summary
For the Four Months Ended January 31, 2022

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - January '22	Budget - January '22	Actual - January '21	Budget - January '21	YTD Actual	YTD Budget	YTD Variance	Tentative Budget	Residual Budget
Ordinary Income/Expense									
Income									
Grant Income	\$ -	\$ 932,250.00	\$ -	\$ 77,035.50	\$ 275,584.34	\$ 3,729,000.00	\$ (3,453,415.66)	\$ 11,187,000.00	\$ 10,911,415.66
Interest Income	5,860.87	2,250.00	22.59	2,083.33	6,716.76	9,000.00	(2,283.24)	27,000.00	20,283.24
Other Miscellaneous Income	0.00	83.33	33,000.00	0.00	22,500.00	333.33	22,166.67	1,000.00	(21,500.00)
Parking Lot Revenue	57,180.00	70,833.33	51,230.00	41,666.67	120,634.00	283,333.33	(162,699.33)	850,000.00	729,366.00
Reserves - General	7,037.50	7,037.50	7,037.50	7,220.83	28,150.00	28,150.00	0.00	84,450.00	56,300.00
Special Assessments	0.00	0.00	19,669.01	25,416.67	0.00	0.00	0.00	0.00	0.00
Total Income	70,078.37	1,012,454.17	110,959.10	153,423.00	453,585.10	4,049,816.67	(3,596,231.57)	12,149,450.00	11,695,864.90
Expense									
General Expenses	1,057.32	5,083.33	1,129.84	4,625.00	4,637.83	20,333.33	15,695.50	61,000.00	56,362.17
Parking Lot	5,389.57	17,062.50	9,272.87	3,516.67	30,553.07	68,250.00	37,696.93	204,750.00	174,196.93
Wages	21,115.47	23,512.50	10,504.28	10,041.67	85,361.02	94,050.00	8,688.98	282,150.00	196,788.98
Professional Fees	7,590.00	15,416.67	1,500.00	3,000.00	26,748.75	61,666.67	34,917.92	185,000.00	158,251.25
Renourishment 2021/2022	113,732.02	1,168,790.42	0.00	48,750.00	14,584,367.47	4,675,161.67	(9,909,205.80)	14,025,485.00	(558,882.47)
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	148,884.38	1,229,865.42	22,406.99	69,933.34	14,731,668.14	4,919,461.67	(9,812,206.47)	14,758,385.00	26,716.86
Net Income	<u>\$ (78,806.01)</u>	<u>\$ (217,411.25)</u>	<u>\$ 88,552.11</u>	<u>\$ 83,489.66</u>	<u>\$ (14,278,083.04)</u>	<u>\$ (869,645.00)</u>	<u>\$ (13,408,438.04)</u>	<u>\$ (2,608,935.00)</u>	<u>\$ 11,669,148.04</u>

Cash basis - omitted all note disclosures
No assurance is provided on these financial statements.

Captiva Erosion Prevention District
 Capital Projects Fund - Budget Performance Detail
 For the Four Months Ended January 31, 2022

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - January '22	Budget - January '22	Actual - January '21	Budget - January '21	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense									
Income									
Grant Income - Local	\$ -	\$ 488,083.33	\$ -	\$ 72,368.83	\$ 275,584.34	\$ 1,952,333.33	\$ (1,676,748.99)	\$ 5,857,000.00	\$ 5,581,415.66
Grant Income - State	0.00	344,166.67	0.00	4,666.67	0.00	1,376,666.67	(1,376,666.67)	4,130,000.00	4,130,000.00
Grant Income - Federal (FEMA)	0.00	100,000.00	0.00	0.00	0.00	400,000.00	(400,000.00)	1,200,000.00	1,200,000.00
Interest Income	5,860.87	2,250.00	22.59	2,083.33	6,716.76	9,000.00	(2,283.24)	27,000.00	20,283.24
Other Miscellaneous Revenues	0.00	83.33	33,000.00	0.00	22,500.00	333.33	22,166.67	1,000.00	(21,500.00)
Parking Lot Revenue	57,180.00	70,833.33	51,230.00	41,666.67	120,634.00	283,333.33	(162,699.33)	850,000.00	729,366.00
General Reserves	7,037.50	7,037.50	7,037.50	7,220.83	28,150.00	28,150.00	0.00	84,450.00	56,300.00
Special Assessments Principal	0.00	0.00	19,669.01	25,416.67	0.00	0.00	0.00	0.00	0.00
Total Income	70,078.37	1,012,454.17	110,959.10	153,423.00	453,585.10	4,049,816.67	(3,596,231.57)	12,149,450.00	11,695,864.90
Expense									
Advertising	0.00	833.33	0.00	250.00	0.00	3,333.33	3,333.33	10,000.00	10,000.00
Dues & Subscriptions	0.00	416.67	0.00	375.00	0.00	1,666.67	1,666.67	5,000.00	5,000.00
Bank Service Charges	57.42	83.33	0.00	25.00	57.42	333.33	275.91	1,000.00	942.58
Cost of Assessment Collections	0.00	83.33	0.00	83.33	0.00	333.33	333.33	1,000.00	1,000.00
Insurance	0.00	583.33	0.00	375.00	0.00	2,333.33	2,333.33	7,000.00	7,000.00
Office Expenses	0.00	1,666.67	0.00	2,350.00	0.00	6,666.67	6,666.67	20,000.00	20,000.00
Rent	999.90	1,250.00	983.93	1,000.00	4,580.41	5,000.00	419.59	15,000.00	10,419.59
Storage of records	0.00	166.67	145.91	166.67	0.00	666.67	666.67	2,000.00	2,000.00
Total General Expense	1,057.32	5,083.33	1,129.84	4,625.00	4,637.83	20,333.33	15,695.50	61,000.00	56,362.17
Parking Lot Expenses									
Credit Card Fees	1,675.04	1,916.67	1,488.27	750.00	3,123.63	7,666.67	4,543.04	23,000.00	19,876.37
Parking Maintenance	700.92	2,916.67	3,685.62	200.00	5,721.03	11,666.67	5,945.64	35,000.00	29,278.97
Portable Toilets	0.00	7,500.00	1,170.00	666.67	14,269.63	30,000.00	15,730.37	90,000.00	75,730.37
Signage	0.00	41.67	0.00	150.00	985.13	166.67	(818.46)	500.00	(485.13)
Utilities	164.99	83.33	0.00	150.00	458.32	333.33	(124.99)	1,000.00	541.68
Sales Tax Expense	2,848.62	4,604.17	2,928.98	1,600.00	5,995.33	18,416.67	12,421.34	55,250.00	49,254.67
Total Parking Lot Expenses	5,389.57	17,062.50	9,272.87	3,516.67	30,553.07	68,250.00	37,696.93	204,750.00	174,196.93
Wages and Professional Fees									
Wages	21,115.47	23,512.50	10,504.28	10,041.67	85,361.02	94,050.00	8,688.98	282,150.00	196,788.98
Professional Fees	7,590.00	15,416.67	1,500.00	3,000.00	26,748.75	61,666.67	34,917.92	185,000.00	158,251.25
Total Wages and Professional Fees	28,705.47	38,929.17	12,004.28	13,041.67	112,109.77	155,716.67	43,606.90	467,150.00	355,040.23
Renourishment 2021/2022									
Project Expenses	93,432.02	1,168,790.42	0.00	48,750.00	14,422,097.47	4,675,161.67	(9,746,935.80)	14,025,485.00	(396,612.47)
Turtle Monitoring	20,300.00	0.00	0.00	0.00	162,270.00	0.00	(162,270.00)	0.00	(162,270.00)
Total Renourishment 2021/2022	113,732.02	1,168,790.42	0.00	48,750.00	14,584,367.47	4,675,161.67	(9,909,205.80)	14,025,485.00	(558,882.47)
Debt Service									
Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	148,884.38	1,229,865.42	22,406.99	69,933.34	14,731,668.14	4,919,461.67	(9,812,206.47)	14,758,385.00	26,716.86
Net Income	(78,806.01)	(217,411.25)	88,552.11	83,489.66	(14,278,083.04)	(869,645.00)	(13,408,438.04)	(2,608,935.00)	11,669,148.04

CEPD - GENERAL FUND
 Balance Sheet

	<u>January 31, 2022</u>	<u>January 31, 2021</u>
ASSETS		
Current Assets		
Checking/Savings		
BOTI Checking	\$ 736,105.33	\$ 835,507.72
Total Checking/Savings	<u>736,105.33</u>	<u>835,507.72</u>
Other Current Assets		
Due from Capital Projects Fund	67,599.06	-
Other	-	1,770.79
Total Other Current Assets	<u>67,599.06</u>	<u>1,770.79</u>
Total Current Assets	<u>803,704.39</u>	<u>837,278.51</u>
TOTAL ASSETS	<u>\$ 803,704.39</u>	<u>\$ 837,278.51</u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities	-	-
Due to Capital Projects Fund	-	266,406.25
Total Other Current Liabilities	<u>-</u>	<u>266,406.25</u>
Total Current Liabilities	<u>-</u>	<u>266,406.25</u>
Total Liabilities	-	266,406.25
Equity		
Fund Balance	354,440.15	113,298.69
Net Income	449,264.24	457,573.57
Total Equity	<u>803,704.39</u>	<u>570,872.26</u>
TOTAL LIABILITIES & EQUITY	<u>\$ 803,704.39</u>	<u>\$ 837,278.51</u>

CEPD - CAPITAL PROJECTS FUND
 Balance Sheet

	<u>January 31, 2022</u>	<u>January 31, 2021</u>
ASSETS		
Current Assets		
Checking/Savings		
BOTI Checking	\$ 5,076,549.28	\$ 929,378.89
Fifth Third Pooled Checking	-	3,998.59
Fifth Third Investment Account	2,453,186.74	1,438,008.02
Fifth Third Treasury Bill #07	418,000.00	418,000.00
Fifth Third Treasury Bill #09	-	494,000.00
Fifth Third Treasury Bill #22	-	495,000.00
Sanibel Captiva Bank - CD	256,161.35	256,033.34
Total Current Assets	<u>8,203,897.37</u>	<u>4,034,418.84</u>
Other Current Assets		
Utility Deposit	300.00	300.00
Due From General Fund	-	266,406.25
Total Other Current Assets	<u>300.00</u>	<u>266,706.25</u>
Total Current Assets	<u>8,204,197.37</u>	<u>4,301,125.09</u>
TOTAL ASSETS	<u>\$ 8,204,197.37</u>	<u>\$ 4,301,125.09</u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable	\$ -	\$ 6,327.94
Due to General Fund	\$ 67,599.06	\$ -
Total Current Liabilities	<u>67,599.06</u>	<u>6,327.94</u>
Total Liabilities	<u>67,599.06</u>	<u>6,327.94</u>
Equity		
Accumulated Reserves	3,526,031.00	2,716,362.00
Fund Balance	18,888,650.35	1,157,026.42
Net Income	(14,278,083.04)	421,408.73
Total Equity	<u>8,136,598.31</u>	<u>4,294,797.15</u>
TOTAL LIABILITIES & EQUITY	<u>\$ 8,204,197.37</u>	<u>\$ 4,301,125.09</u>

CAPTIVA EROSION PREVENTION DISTRICT

RESOLUTION 2022-01

INSTALLING ROPES AND POLES TO PROTECT NEWLY PLANTED DUNES

A RESOLUTION OF THE CAPTIVA EROSION PREVENTION DISTRICT APPROVING THE FUNDING AND INSTALLATION OF ROPES AND POLES TO PROTECT THE NEWLY PLANTED DUNES.

WHEREAS, the CEPD Board has published on a duly noticed agenda, reviewed, discussed and taken public comment on installing ropes and poles to protect the newly planted dunes.

WHEREAS, the CEPD Board desires to approve or approve with conditions the following attachments and course of action

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

Section 1. The CEPD Board resolves and approves the following:

Funding and installing of cotton ropes and round poles to protect the newly planted dunes (not to exceed \$94,500.00) as proposed and set forth in the documents attached to this Resolution, Exhibit A.

Section 2. This Resolution shall take effect immediately upon adoption.

DULY INTRODUCED, PASSED AND ENACTED by the CEPD Board of Commissioners of the CAPTIVA EROSION PREVENTION DISTRICT, on Captiva Island, in Lee County, Florida on January 24, 2022.

DocuSigned by:
John Silvia
7D66A5DEF785439...
CEPD Chair

DocuSigned by:
ATTEST:
Jennifer L. Nelson
799F04DDC56F44E...
CEPD Administrator

Approved as to legal sufficiency:
DocuSigned by:
[Signature]
0CDB79C95D79490...

12 January, 2022

Captiva Erosion Prevention District
11413 Andy Rosse Lane, Unit 4
Captiva, Florida 11556

Attn: Ms. Nicole Sharp, P.E.
Engineer / Owner's Representative
Aptim Coastal Planning & Engineering, LLC

RE: Proposal for Post-and-Rope Fencing
Captiva Island Beach Renourishment Project
GLDD Project No. 072790 / Engineer's Project No. 636020152
USACE Permit No. SAJ-1994-03953 / FDEP Permit No. 0200269-009-JC

Nicole,

Great Lakes Dredge & Dock Co., LLC (GLDD) pursuant to your 12/17/21 email hereby proposes two options for the supply, delivery, and installation of Post-and-Rope fencing along designated dune paths. Work under either option would include the installation of approximately 6,696 total linear feet of fence along 93 dune paths by our established subcontractor, Earth Balance, and as specified by Aptim/CEPD. Each path would be ~20 feet in length with a longshore length of ~16 feet on each side. Ground contact pine posts (3"x3"x 8'L, 0.440 CCA) would be installed at a uniform four-foot height and spaced no more than 10 feet apart. Rope would then be strung through holes drilled ~6 inches from the top of each post and secured with a knot on each terminal post at the end of each fence line. Two types of rope are available and suitable for use in this application but present different costs, as follows:

Option 1

Utilize Hemp Rope (1/2-inch diameter) with the services described above for a **Lump Sum fee of \$101,100.00.**

Option 2

Utilize Cotton Rope (1/2-inch diameter) with the services described above for a **Lump Sum fee of \$94,500.**

GLDD would be managing this work remotely but available for site meetings with a minimum 5-day notice ahead of time.

Please review the above and reply with any questions or concerns, and kindly let us know promptly whether CEPD wishes to pursue this work. Thank you for the opportunity to continue to serve CEPD with shore protection needs.

V/R,



GREAT LAKES DREDGE AND DOCK COMPANY
Dan Kramer
Contract Quality Control Manager

CC: Lynn Nietfeld, GLDD Sr. Project Sponsor
Chris Pomfret, GLDD Sr. Project Manager

JOB TITLE: Director of Operations

BACKGROUND:

The Captiva Erosion Prevention District (CEPD) is a governmental body created by special act of the Florida Legislature. Its mandate is to handle erosion-related problems all around on Captiva Island's tidal zone. CEPD is reorganizing the way it resources CEPD administrative functions and adding resiliency for Sea Level Rise as a focus. Those administrative functions can be categorized as:

- Relationship Management functions
- General Administration functions
- Financial Administration functions
- Coastal Management functions
- Government grant acquisition and grant writing

CEPD seeks a highly qualified individual to work on a competitive salary or contract basis to perform the strategic CEPD functions described below.

MINIMUM QUALIFICATIONS:

- + Bachelor's degree or equivalent experience.
- + A minimum of five years recent experience that demonstrates progressively increasing responsibilities in project management.
- + Some exposure to the Coastal Management industry.

Such alternatives to the above qualifications as the Board may find acceptable.

KNOWLEDGE, SKILLS, AND ABILITIES:

- + Excellent Project Management skills, including:
 - Project scoping, planning, estimating, scheduling, tracking, reporting and management using an automated project management tool such as Microsoft Projects.
 - Hands-on team supervision.
 - Project and resource tracking and reporting.
- + Excellent communication and presentation skills
 - Patient when communicating
 - Active listener
 - Facilitate groups and give presentations

- Develop agendas and run meetings
 - Good people skills, especially with difficult stakeholders
 - Excellent skills at interfacing with the general public
 - Ability to work with groups to obtain consensus
 - Ability to target communications to different audiences
-
- + Ability to work in a self-motivated manner.
 - + Results oriented – defines objectives in terms of outcomes and deliverables.
 - + Exposure to and knowledge of coastal management/ coastal erosion / beach nourishment.
 - + Experience interfacing with government agencies.
 - + Engineering background a plus.
 - + Quick learner.
 - + Interested in career in coastal management – learn on this project and be around for the next one ready to make a commitment.
 - + Possesses a “Whatever it takes” attitude.
 - + Lots of tools in the toolbox for working with people and agencies, especially being innovative and creative.
 - + Out of the box thinker, able to analyze issues and propose alternative responses.
 - + Ability to address ad-hoc requests successfully.

ESSENTIAL JOB FUNCTIONS:

Reporting to, and taking direction from, the CEPD Executive Director and the CEPD Chairperson, in accordance with the CEPD policies and procedures, the position will be responsible for performing the following functions:

- + Work with the CEPD Coastal Management consultant to assist with, and eventually take over, the CEPD coastal management functions relative to:
 - Maintaining a firm understanding of the state and federal beach management programs as well as the beach nourishment planning, permitting, construction, and monitoring processes, and coordinating the entire process.
 - Developing and maintaining knowledge and understanding of coastal resilience and coastal erosion in general, and the state and federal initiatives, agencies and programs that focus on those issues.
 - Developing, maintaining and managing the Beach Nourishment project plan.
 - Developing, publishing and managing RFIs and RFPs and the vendor selection process for beach nourishment projects.
- + File reports and reimbursement requests with the federal government and the state for all active state and federal grant contracts relative to the Beach Nourishment project. Work with the CEPD Accountant to maintain a detailed accounting record of grant contract tasks, invoices paid, and the funding remaining in existing grant contracts.
- + Facilitate the economic apportionment process for the Captiva property local share of funding for beach nourishment projects.

- + Conduct periodic and immediate post-storm beach inspections, remaining familiar with the general beach conditions, and articulating beach storm damage assessments quickly to the CEPD Commissioners, state and federal agencies, and the public.
- + Develop and maintain the CEPD Geographic Information Systems database.
- + Maintain and update the CEPD website as necessary.
- + Develop and publish State Funding Ten Year Projections.
- + Develop and publish County Funding Projections.
- + Perform special projects for CEPD Board Members or other personnel designated by the CEPD Board as prioritized by the Chairperson.
- + Report Status on a weekly basis.
- + Perform Public Relations functions, such as educating and familiarizing the homeowners and tourists with the CEPD beach nourishment project and the project construction schedule.
- + Become involved with, and attend meetings of, other organizations that have a coastal management dimension to their purview, e.g., Florida Shore and Beach Preservation Association, Lee County Coastal Advisory Committee, Lee County Tourist Development Board, etc.
- + Maintain working relationships and promote CEPD goals and objectives with other governmental and non-governmental organizations with which CEPD must interface at the strategic and tactical levels.
- + Develop and continue to improve the quality of CEPD Board approved standard operating procedures and schedules for performing CEPD Technical Functions.
- + Cross train in Tactical Administration functions and fill in for Administrative Director as required.
- + Provide management to the Beach Ambassadors.

EXERTION TYPE:

- + Light work. Position requires exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.

Every job duty in a job description need not always be specifically described, and any omission does not preclude the required performance of all duties that are job related.

DocuSigned by:
Daniel Munt
DC0A8779E14D4C5...

CAPTIVA EROSION PREVENTION DISTRICT
EMPLOYMENT AGREEMENT

This agreement made and entered into this **30th Day of November, 2021** by and between the Captiva Erosion Prevention District {CEPD), organized and existing under the laws of the State of Florida hereinafter referred to as "CEPD" and **Daniel Munt** to perform the duties of **Director of Operations**. In consideration of the promises, mutual covenants, conditions, provisions, and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other as follows:

SECTION 1. DUTIES

CEPD hereby agrees to employ **Daniel Munt** to perform the duties of **Director of Operations** ~~Technical Policy Director~~ and to perform other legally permissible and proper duties and functions as the CEPD may from time-to-time assign.

SECTION 2. TERM AND EFFECTIVE DATE

A. This agreement shall take effect upon approval or ratification by CEPD on the date first entered above, with retroactive pay back to the prior 1 year expiration date of the previous contract. The parties agree to the exclusive employment that shall continue for one (1) year from the effective date set forth above. The agreement will automatically extend from year to year without change, or unless changed or modified by mutual agreement of the parties.

~~B. _____ If the CEPD does not wish to renew this agreement, notice must be given at least thirty (30) days prior to expiration of this agreement.~~

C. The CEPD may terminate the employment at any time with 60 ~~30~~ calendar days notice without cause for any reason.

D. The employee may voluntarily resign from CEPD with 60 ~~30~~ calendar days notice.

SECTION 3. SALARY

A. CEPD agrees to pay **Daniel Munt** for all work an annual salary of \$96,091 ~~\$70,800~~ per year, apportioned and payable pro rata every two weeks. CEPD may review performance and increase the base salary and/or benefits of employee in such amounts and to such extent as the CEPD Board of Commissioners may determine it is desirable to do so based on periodic, but not less than annual, review of employee's performance and salary. ~~Work shall be conducted at the CEPD offices on Captiva unless work tasks require the presence at another location or unless working at CEPD office is not possible and must be conducted remotely due to pandemic, hurricanes or temporary emergency conditions.~~ CEPD offices shall observe all national and state calendar holidays observed by Lee County unless specific duties require work during a holiday.

SECTION 4. OTHER BENEFITS, PAID TIME OFF (PTO).

A. **BENEFIT STIPEND.** CEPD shall pay **Daniel Munt** a benefit stipend of \$15,000 ~~\$14,400~~ per year, apportioned and payable pro rata every two weeks that Employee can use to procure insurance or other desired benefits. Employee shall be solely responsible for procuring, and paying for, any and all desired health, disability, life insurance or retirement benefits. Employee shall be solely responsible for procuring, and paying for, any and all desired health, disability, life insurance or retirement benefits. The stipend payment shall cease at the end of the employment term, termination or resignation.

B. **PAID TIME OFF.** **Daniel Munt** shall be provided Paid Time Off (vacation leave/sick days) of **twenty (20)** days per calendar year. **Daniel Munt** shall be compensated for any Paid Time off that is not used during the year of termination or resignation. ~~Paid Time Off shall not carry over from year to year, and Employee shall not be compensated for any Paid Time Off that is not used during the year, except by prior written agreement~~

SECTION 5. PROFESSIONAL DEVELOPMENT

If pre-approved as desirable by the CEPD Board of Commissioners, the CEPD may pay for membership of professional organizations and attend conferences related to the Employee's skills, knowledge, and CEPD position.

SECTION 6. TECHNOLOGY & EQUIPMENT

The CEPD shall provide Daniel Munt with a yearly stipend in the amount of ~~\$900~~ ~~\$75/month~~ for the CEPD business related utilization of the Daniel Munt's cell phone. The stipend shall be pro rata apportioned to the employee during each payment period (every two weeks). The CEPD will provide a laptop computer, or other technologies necessary to complete employment duties and communication, and all records, emails, text messages regarding CEPD official business shall be kept and maintained as public records.

SECTION 7. REIMBURSEABLE EXPENSES

All expenses must be qualified and authorized by CEPD to be eligible for reimbursement. Mileage within Lee County is not reimbursable. The CEPD will provide an annual stipend equal to the amount of an unlimited Sanibel toll bridge annual pass. ~~The Sanibel Bridge Toll is a reimbursable expense~~ Mileage and travel expenses for work or attendance at conferences outside Lee County must be pre-approved by the CEPD Board of Commissioners.

SECTION 8. OUTSIDE ACTIVITIES

The employment provided by this Agreement shall be the Employee's sole, primary employment, however, employee may accept limited teaching, consulting, or other business opportunities if such activities do not interfere, or constitute a conflict of interest, with his responsibilities to and with the CEPD.

SECTION 9 STANDARDS OF CONDUCT

The CEPD is a drug, alcohol, and smoke free workplace. CEPD may drug test employees subject to federal, state, and local laws and regulations. The CEPD prohibits discrimination and sexual harassment.

SECTION 10. COMPLIANCE WITH LAWS

At all times, all CEPD employees shall comply with all applicable local, state, and federal laws and regulations, including but not limited to, applicable worker's compensation, employment and workplace laws and regulations as may be amended from time to time.

SECTION 11. ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties. If any provision, or any portion thereof, contained in this Agreement is held to be preempted by state statute or CEPD Charter, unconstitutional, invalid or unenforceable, that portion of the agreement shall be deemed severable and the remainder of this Agreement shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the CEPD Board of Commissioners has noticed, voted and approved this Agreement to be signed and executed below on its behalf of CEPD by its Chair as duly attested by the CEPD Clerk, and by the Employee who has signed and executed this Agreement, both in duplicate, on or prior to the effective day and year first written above.

THIS EMPLOYMENT AGREEMENT BY AND BETWEEN DANIEL MUNT AND THE CEPD IS HEREBY APPROVED BY:

Employee: Daniel Munt
Position: Director of Operations

CEPD Chairman: John Silvia
CEPD BOARD OF COMMISSIONERS
Page 19 of 59

CEPD Attorney: Ralf Brookes
Approved as to Legal Form



Captiva Erosion Prevention District (CEPD)

Board of Commissioners

Standard Operating Procedure

for

Appointing a Commissioner to a Vacant Seat

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DOCUMENT HISTORY

Revision date	What was revised	Effective date	Author
1/27/2022	See <u>underlined</u> text	2/07/2022	James Elston

BACKGROUND AND DESCRIPTION

The CEPD Board consists of five Commissioners. Commissioners are elected to serve a four-year term. When a Board seat becomes vacant prior to an election, the remaining Commissioners appoint someone to fill the seat.

PURPOSE

The purpose of this SOP is to establish a standard procedure for appointing a Commissioner.

PROCEDURE PARTICIPANTS

The following are participants in this SOP:

CEPD Administrative Director and delegated staff members
CEPD Commissioners

FREQUENCY

The steps in this SOP are performed when there is a vacancy on the Board of Commissioners due to resignation, death, or removal.

STEPS

The CEPD shall solicit applications to fill a Commissioner's position.

Solicitation shall be made as follows:

1. Announce vacancy at the next Board meeting.
2. Send a Beach Brief announcing vacancy within 2 days.
3. Announce vacancy at next Captiva Community Panel meeting.
4. Place an advertisement in the local newspaper for a minimum 2 weeks.

Applicants will be requested to submit an application, as well as a resume/c. vitae, or other background information.

Upon receipt of all applications, submitted information will be distributed to current Commissioners.

Place appointment on the agenda as soon as practicable.

Each applicant will be requested to attend a scheduled board meeting to present their qualifications. Each Commissioner will then have time to ask the individual any questions. Each applicant will be provided an equal amount of time at the discretion of the Chairman.

If more than one seat is vacant, the following steps should be done separately for each vacant seat.

Upon completion of the interviews, each Commissioner shall rank the applicants in order of preference with the top applicant receiving the numerical value of one (1) and the next highest applicant receiving the numerical value of two (2) and the ranking process continuing through the remaining number of applicants. These rankings shall be signed by each commissioner and provided to the Board Secretary (or an appointee) who will tally each ranking as follows:

- The person with the most first place votes is announced and the call for motion, second, and vote will be taken.
- In the case of a tie, remove all candidates that are not included in the tie.
- Tally the total numbers for the two candidates that tied.
- The candidate with the lowest total is announced and the call for motion, second and vote is taken.
- If there is still a tie, discussion should ensue, and a vote taken again.
- Re-tally with the most first place votes.

Should the motion fail, subsequent motion(s) shall be considered until the Board fills the vacancy.

Once the Board has voted on a commissioner, send the Board Minutes, copy of the Oath, and 2019 Form 1 Statement of Financial Interests to the Supervisor of Elections office (tlipa@lee.vote) and to the Florida Division of Elections in Tallahassee.

MONITORING

The CEPD Administrative Director has overall responsibility for gathering information for the Board of Commissioners.

All votes are to be kept and become public record.

The CEPD Commissioners are responsible for appointing the new Commissioner.

PERFORMANCE MEASURES

1. Public solicitations were made.

2. Resumes and contact information was received and distributed.
3. Board Secretary confirms tally and announces at meeting.

RELATED SOP'S

SOP for Supporting General Elections

SOP for Regular Board Meeting Support

SOP for Special Board Meeting and Emergency Board Meeting

SOP for Providing Administrative Assistance to CEPD Commissioners

Appendix A: Requirements and Expectations

Appendix B: Why Become a Commissioner of the Captiva Erosion Prevention District?

DRAFT

APPENDIX A

Captiva Erosion Prevention District Board of Commissioners Requirements and Expectations

Requirements, as stated in the Legislature of the State of Florida, Chapter 2000-399, House Bill No. 927.

The Board of Five Commissioners, who shall constitute the Captiva Erosion Prevention District Board, shall be:

- Qualified electors residing within the District.
- Shall each serve a period of 4 years (unless removed for cause by the Governor of Florida).
- Shall receive no compensation.
- Shall be elected by the qualified electors residing within the District.
- Candidates seeking election to the District Board shall qualify between noon of the 50th day and noon of the 46th day prior to the election.
- A candidate seeking election to the District Board must qualify by paying a filing fee of \$25 or by obtaining the signatures of at least 3 percent of the qualified electors residing within the District on a petition to be verified by the Lee County Supervisor of Elections.
- Any candidates seeking election to the District Board will open a depository and appoint a campaign treasurer before accepting any contributions or expending any funds for the purpose of seeking election to the District Board. However, if the only campaign expenditure of a candidate seeking election to the District Board is the fee required for the checking of signatures on the petition for filing, and the candidate accepts no contributions and expends no other campaign funds, it will not be necessary to open a campaign depository.
- If a vacancy occurs on the Board due to the resignation, death, or removal of a Board member, the remaining members may appoint a qualified person to fill out the remainder of the unexpired term. Notification of all resignations, vacancies, or appointments and the Oath of Office shall be filed with the Lee County Supervisor of Elections and the State of Florida Division of Elections in Tallahassee, Florida.

Expectations:

- Attendance at the monthly Board meeting, and the following (as listed in the Rules and Regulations):
 1. Must vote on every motion in which he/she has no personal interest. A commissioner may not abstain unless he/she has a bona fide conflict of interest as defined in Section 112.3143, F.S., as amended.
 2. May, only after recognition by the Chair, introduce motions, discuss subjects and vote.
 3. May request to consider a subject informally, if no objection. If there is objection, he/she

is obliged to put a motion which must be seconded to determine the result by a majority vote. This is debatable, but not amendable.

4. May appeal a decision of the Chair without a second. This is debatable if the question was debatable, is not amendable and is decided by a majority vote.
 5. May move to refer the subject to the next regular meeting. This is seconded, decided by a majority vote, is debatable and amendable.
 6. May informally request a recess in a meeting for a reasonable time. If there is an objection, the Commissioner shall state the request in the form of a motion, which must be seconded, to determine the result by a majority vote. The length of time of the recess and the time the meeting will be reconvened must be announced before recessing. A meeting may not be recessed for more than five hours and must be reconvened the same day.
 7. If no motion is pending, may move to adjourn. Upon the completion of the agenda, an adjourned meeting may be "moved" by specifying time and date of the next regular meeting. These motions are seconded and decided by a majority vote. They are not debatable, but are amendable as to time.
- Attendance at the weekly workshop (on Thursdays at 1:00PM) is expected whenever possible if there is a workshop scheduled. ~~These meetings are often cancelled.~~

APPENDIX B

Why Become a Commissioner of the Captiva Erosion Prevention District?

- Because you are community-oriented
- Because you care about preserving and sustaining the coastal environment
- Because you recognize the benefits beach renourishment bring to both the community and local economy.
- Because you want to make sure Captiva is a viable and thriving community well into the future

How to Become a Commissioner?

Elected

You must be a registered Captiva voter residing within the District.
You are elected by the qualified electors residing within the District.
Positions come up for election every two years.

Appointed

If a vacancy occurs on the Board due to the resignation, death, or removal of a Board member, the remaining members may appoint a qualified person to fill out the remainder of the unexpired term.

What is Expected of a Commissioner?

- Attendance at the monthly Board meeting.
- Attendance at the Briefing Meetings, if possible. (These are often cancelled and are not mandatory.)
- Vote on every motion in which there is no personal interest or conflict of interest.
- Request items be placed on the meeting agenda, introduce motions and resolutions, and discuss subjects.
- Attend CEPD public hearings, emergency meetings, special meetings, and workshops..
- Any commissioner can serve as an officer (Chair, Vice-Chair, Secretary, or Treasurer) if and when elected by the other commissioners.

Other

Commissioners serve a four-year term.
Commissioners receive no compensation.

**CAPTIVA EROSION PREVENTION DISTRICT
COMMISSIONER APPOINTMENT INFORMATION FORM**

This Appointment Information Form, when completed and filed with the CEPD Office, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and, therefore, is open to public inspection by any person.

**YOU ARE RESPONSIBLE TO KEEP THE INFORMATION ON THIS FORM CURRENT.
PLEASE NOTE IF ANY OF THE INFORMATION ON THE APPLICATION IS EXEMPT FROM PUBLIC DISCLOSURE OR CONFIDENTIAL PURSUANT TO STATE OR FEDERAL LAW**

Please Type, if possible (or print clearly) Date: 11/15/2021

Name: WALTER ROBERT PAUL
(Last) (First) (Middle)

Address: (H) 5400 SOUTHSEAS PLANTATION ROAD BEACH HOMES 3
CAPTIVA ISLAND FLORIDA Zip Code 33924

(O) 5400 SOUTHSEAS PLANTATION ROAD
CAPTIVA ISLAND FLORIDA Zip Code 33924

Phone: (H) 727 460 2984 (O) 239 472 7531

Occupation: HOSPITALITY

Employer: TIMBERS RESORTS

Position: OWNERS REPRESENTATIVE SOUTH SEAS ISLAND RESORT How Long: 8.5 YEARS

Education: Highest education level achieved and institutions attended:

Name & Location	Dates Attended	Degrees Earned
FLORIDA INTERNATIONAL UNIVERSITY MIAMI FLORIDA	GRADUATED IN 1982	BS IN HOSPITALITY MANGEMENT

Have you ever held a professional or business license or certificate? Yes ___ No ___

If "Yes", please provide the title, issue date and issuing authority.

License/Certificate Title	Issue Date	Issuing Authority

District for which you are applying: _____

- 1. Are you a registered voter? Yes XXX No ___
 - 2. Are you a Captiva Resident? Yes XXX No ___
 - 3. Are you currently residing in the District applied for? Yes XXX No ___
 - 4. Are you currently serving on another Board, Authority, or Commission? Yes XXX No ___
- If yes, what Board, etc. and since when? CAPTIVA COMMUNITY PANEL

Work Experience: PREVIOUS TREASURER AND BOARD MEMBER OF THE CEPD 2013 -2019
BEEN IN THE HOSPITALITY BUSINESS FOR 45 YEARS WITH A MAJOR FOCUS ON RESORTS AND BEACH LOCATIONS

Community Involvement: MEMBER CCA, CCP, AND FORMER CEPD COMMISSIONER

Interests/Activities: ANYTHING OUTDOORS, TRAVELLING

Why do you desire to serve? I AM A FORMER MEMBER OF THE CEPD IN GOOD STANDING AND WOULD LOVE TO SERVE AGAIN I BELIEVE OUR BEACHES ARE OUR GREATEST ASSET

A resume or separate sheet with additional information may be included.

Florida law requires that members of the Board of Commissioners file a financial disclosure form. Would you be willing to file a financial disclosure form? Yes^{XXX} No

Board Members are expected to attend each of the monthly board meetings physically, and at least one briefing meeting (virtually or physically) per month. Board members are also expected to participate in correspondence via email and phone with CEPD staff as necessary.

I understand the responsibilities associated with being a CEPD board member, and I have adequate time to serve.

Signature

NOVEMBER 15 2021

Date

If you have any questions, please call the district office at 239-472-2472. Return this original form to:

Captiva Erosion Prevention District Office, 11513 Andy Rosse Ln, Ste 4, Captiva, FL 33924 or Email applications to jelston@mycepd.com

FOR OFFICIAL USE ONLY

Interviewed: Date: _____

Yes _____ No _____

Board Action: Date: _____

ROBERT (BOB) WALTER

bwaltergm@gmail.com | 727-460-2984

PROFILE

Senior hospitality executive with record of success managing successful and profitable regional hotel operations in company-owned and franchise environments. Advanced through multiple roles with industry-leading hospitality brands. Delivered substantial improvements in KPIs (EBITDA, REVPAR, service metrics, guest loyalty scores, social media ratings, etc.) for South Seas, Hilton, LXR Luxury Resorts, Sonesta. Laser focused approach, building a team and a culture that focuses on the same goal, getting the right people doing the right things in the right places and challenging them to reach for goals they never thought obtainable.

STRENGTHS –

Hospitality Management	Regional Management	Hotel Asset Management
Site Turnarounds	Growth & Expansion Initiatives	REVPAR & Yield Initiatives
Ground-Up New Builds	Pre-Opening Operations	Social / Digital / Mobile Marketing
Capital Projects	Union / Labor / Vendor Relations	Management Company Relations

RECENT HIGHLIGHTS

South Seas Resorts

- In the 1st 3 years, grew EBITDA 300% in a very challenging multi-use Home-Condo-Hotel business model managing relations with multiple owners and 21 Home-Owner Associations.
- Led South Seas to one of the 1st hotels in the US to adopt eCommerce-based sales.
- Slashed marketing costs by introducing targeted database marketing (built database of 500,000+).
- Launched one of the 1st mobile apps in the hotel industry smart phone users.

LXR Luxury Resorts

- Increased overall area EBITDA 40% for Clearwater Market.
- Led successful repositioning and profit turnaround of Hilton Clearwater Beach for acquisition – the largest deal ever for a Pinellas County hotel (\$134M for a 416-room hotel), 2nd largest in history of the bay area (Tampa Bay Lightning owner Jeff Vinik's \$199M for the Tampa Marriott Waterside).

EXPERIENCE

REGIONAL MANAGING DIRECTOR

South Seas Island Resort (Blackstone Company), The Inns of Sanibel, and Miami Dadeland Hilton, Grand Isle Resort Bahamas (Interstate Hotels and Resorts)

Regional, Multiple Locations, January 2013 to Present

Manage \$110M+ multisite region with 750 team members and complex multi-use operating model. Develop, guide and challenge group of talented GMs to outperform aggressive performance goals, including EBITDA, Guest Ratings, Social Media Ratings, REVPAR, etc. Hold complete oversight of all aspects of sales / marketing, operations, asset management. Manage excellent relations with multiple owners, working effectively within divergent hotel management styles, target metrics, and corporate / boutique hotel cultures. Additionally, hold oversight for full-service Real Estate Brokerage for condominium and home-owner aspects of business.

AREA GENERAL MANAGER

LXR Luxury Resorts (Blackstone Company)

Clearwater Beach, Florida, February 2006 to January 2013

Led complete revamp of both front and back-of-house operations to successfully reposition key property for highly profitable (in fact, record-breaking) acquisition. Directed all aspects of sales and marketing, operations, asset management, owner relations.

GENERAL MANAGER

DoubleTree by Hilton Universal for MeriStar Hotels and Resorts

Orlando Florida, August 1998 to February 2006

Recruited by large hospitality corporation (277 hospitality properties) to lead turnaround of high-profile, \$50M Universal property. Managed all operations, sales, and marketing for 750 rooms, 60,000sqft of conference space, and 300 staff.

REGIONAL DIRECTOR OF OPERATIONS

South East Interstate Hotels and Resorts

Atlantic Seaboard, March 1994 to August 1998

Promoted from GM Hilton Clearwater Beach Resort and Director of Operations for hotels in NYC, Orlando, Key West, Ponte Vedra Beach.

EARLY EXPERIENCE

Working up through the ranks at **Sonesta Hotels** (Southampton Bermuda), **Hyatt Hotels** (opening Hyatt Regency Miami), and **Hilton Hotels** (opening Miami Airport Hilton and Hilton Walt Disney World).

COMMUNITY INVOLVEMENT

Board of Directors – Florida State CEPD

Commissioner & Treasurer – Florida State CEPD

Board of Directors – The Captiva Community Panel

EDUCATION

FLORIDA INTERNATIONAL UNIVERSITY

BBA – Hospitality Administration / Management

CULINARY INSTITUTE OF AMERICA (CIA)

Advanced Study – Culinary Training Program

TRAINING – Property / Revenue Management Systems and Excel guru (proficient in all Microsoft Office) with excellent analytics skills and grasp for economics of real estate. Excellent with eCommerce and Social Media Marketing.

**CAPTIVA EROSION PREVENTION DISTRICT
COMMISSIONER APPOINTMENT INFORMATION FORM**

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PLEASE NOTE IF ANY OF THE INFORMATION ON THE APPLICATION IS EXEMPT FROM PUBLIC DISCLOSURE OR
CONFIDENTIAL PURSUANT TO STATE OR FEDERAL LAW**

Please Type, if possible (or print clearly) Date: _____

Name: _____
(Last) (First) (Middle)

Address: (H) _____
_____ Zip Code _____

(O) _____
_____ Zip Code _____

Phone: (H) _____ (O) _____

Occupation: _____

Employer: _____

Position: _____ How Long: _____

Education: Highest education level achieved and institutions attended:

<u>Name & Location</u>	<u>Dates Attended</u>	<u>Degrees Earned</u>

Have you ever held a professional or business license or certificate? Yes _____ No _____

If "Yes", please provide the title, issue date and issuing authority.

<u>License/Certificate Title</u>	<u>Issue Date</u>	<u>Issuing Authority</u>

District for which you are applying: _____

- Are you a registered voter? Yes _____ No _____
- Are you a Captiva Resident? Yes _____ No _____
- Are you currently residing in the District applied for? Yes _____ No _____
- Are you currently serving on another Board, Authority, or Commission? Yes _____ No _____
If yes, what Board, etc. and since when? _____

Work Experience: _____

Community Involvement: _____

Interests/Activities: _____

Why do you desire to serve? _____

A resume or separate sheet with additional information may be included.

Florida law requires that members of the Board of Commissioners file a financial disclosure form. Would you be willing to file a financial disclosure form? Yes _____ No _____

Board Members are expected to attend each of the monthly board meetings physically, and at least one briefing meeting (virtually or physically) per month. Board members are also expected to participate in correspondence via email and phone with CEPD staff as necessary.

I understand the responsibilities associated with being a CEPD board member, and I have adequate time to serve.

Signature

Date

If you have any questions, please call the district office at 239-472-2472. Return this original form to:

**Captiva Erosion Prevention District Office, 11513 Andy Rosse Ln, Ste 4, Captiva, FL 33924 or
Email applications to jelston@mycepd.com**

FOR OFFICIAL USE ONLY

Interviewed: Date: _____

Yes _____ No _____

Board Action: Date: _____

CAPTIVA EROSION PREVENTION DISTRICT
COMMISSIONER APPOINTMENT INFORMATION FORM

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Please Type, if possible (or print clearly)

Date: 11/25/2021

Name: Schuele Albert (Last) (First) (Middle)

Address: (H) 15899 Captiva Drive Captiva Zip Code 33924 (O)

Phone: (H) (443) 799-4334 (O)

Occupation: Retired

Employer:

Position: How Long:

Education: Highest education level achieved and institutions attended: Johns Hopkins University Baltimore MD 1983-87

Have you ever held a professional or business license or certificate? Yes X No If "Yes", please provide the title, issue date and issuing authority. General Contractors License 1987 Baltimore Co

District for which you are applying: Captiva

- 1. Are you a registered voter? Yes X No
2. Are you a Captiva Resident? Yes X No
3. Are you currently residing in the District applied for? Yes X No
4. Are you currently serving on another Board, Authority, or Commission? Yes No X

Work Experience: Residential construction, commercial construction, Heavy construction underground utility construction, Fiber optic networks, ISP networks, CATV networks Data Centers

Community Involvement: Coached youth sports, swimming, basketball and baseball
Scout leader

Interests/Activities: boating, kayaking, fishing, weight training

Why do you desire to serve? I want to help keep Captiva's beaches pristine ,
protect them from storm damage and sea level rise,
and improve water quality on Captiva

A resume or separate sheet with additional information may be included.

Florida law requires that members of the Board of Commissioners file a financial disclosure form. Would you be willing to file a financial disclosure form? Yes No

Board Members are expected to attend each of the monthly board meetings physically, and at least one briefing meeting (virtually or physically) per month. Board members are also expected to participate in correspondence via email and phone with CEPD staff as necessary.

I understand the responsibilities associated with being a CEPD board member, and I have adequate time to serve.

Albert Schuele
Signature

Date

If you have any questions, please call the district office at 239-472-2472. Return this original form to:

**Captiva Erosion Prevention District Office, 11513 Andy Rosse Ln, Ste 4, Captiva, FL 33924 or
Email applications to jelston@mycepd.com**

FOR OFFICIAL USE ONLY	
Interviewed:	Date: _____ Yes _____ No _____
Board Action:	Date: _____

CAPTIVA EROSION PREVENTION DISTRICT COMMISSIONER APPOINTMENT INFORMATION FORM

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Please Type, if possible (or print clearly)

Date: 12/31/21

Name: Henry Marilyn Sue (Sue)
(Last) (First) (Middle)

Address: (H) 2524 E. Broadmoor St.
Springfield, MO Zip Code 65804

^{other} Captiva (O) 15411 Captiva Dr. Unit 5C
Captiva, FL Zip Code 33924

Phone: ^{cell} (417) 8615282 (O) _____

Occupation: Bus. Admin

Employer: Bit-Mor, Inc, John Morris Equipment + Supply Co, Warehouse Package Stores, Inc.

Position: Admin How Long: 10+ yrs

Education: Highest education level achieved and institutions attended:

Name & Location	Dates Attended	Degrees Earned
<u>Drury University</u>	<u>1968-1972</u>	<u>BA</u>

Have you ever held a professional or business license or certificate? Yes _____ No

If "Yes", please provide the title, issue date and issuing authority.

License/Certificate Title	Issue Date	Issuing Authority

District for which you are applying: Captiva (?) vacancy - Mullins

- 1. Are you a registered voter? Yes _____ No
- 2. Are you a Captiva Resident? Yes _____ No
- 3. Are you currently residing in the District applied for? Yes _____ No
- 4. Are you currently serving on another Board, Authority, or Commission? Yes _____ No

} see note

If yes, what Board, etc. and since when? Plan to fulfill residency requirement when I arrive back in FL, shortly after Jan 3. Also submit filing fee.

Work Experience: (see separate sheet)

Community Involvement: (see separate sheet)

Interests/Activities:

walk, ride my bike, love music & play piano,
love the outdoors and nature.

Why do you desire to serve? (see separate sheet)

A resume or separate sheet with additional information may be included.

Florida law requires that members of the Board of Commissioners file a financial disclosure form. Would you be willing to file a financial disclosure form? Yes No

Board Members are expected to attend each of the monthly board meetings physically, and at least one briefing meeting (virtually or physically) per month. Board members are also expected to participate in correspondence via email and phone with CEPD staff as necessary.

I understand the responsibilities associated with being a CEPD board member, and I have adequate time to serve.

Juni Henry
Signature

12/31/21
Date

If you have any questions, please call the district office at 239-472-2472. Return this original form to:

Captiva Erosion Prevention District Office, 11513 Andy Rosse Ln, Ste 4, Captiva, FL 33924 or
Email applications to jelston@mycepd.com

FOR OFFICIAL USE ONLY

Interviewed: _____ Date: _____

Yes _____ No _____

Board Action: _____ Date: _____

Captiva Erosion Prevention District
Commissioner Appointment Information Form

Work Experience:

- . Retired from Bass Pro Shops (30+ years)
 - . VP Information Systems - 17 years (built the systems from day 1)
 - . EVP - 13+ years

The following reported to me during that time: Marketing, Merchandising (Procurement), Call Center Operations and Customer Service, Retail Operations, Distribution Center, and all Admin Functions: Public Relations, Human Resources, Finance and Accounting, Information Systems and Facilities

Community Involvement: (all in Springfield, MO)

Past:

- . 10+ yrs, Drury University Board of Trustees: Student Experience Committee Chair, Continuing Education Committee Chair
- . Community Foundation of the Ozarks: initiated Stewardship Ozarks Fund (conservation)
- . United Way of the Ozarks: worked with group that developed the Community Needs Assessment which identifies and prioritizes community needs - ongoing
- . 10+ yrs, Springfield Family Y: 1st Woman President of combined YMCA and YWCA, Capital Campaign Committee to raise funds for new facility
- . 8+ yrs, Ozark Greenways (trail network throughout Springfield: Chaired Capital Campaign to develop the Galloway Creek Greenway Trail and Frisco Highline Trail, designated a National Recreation Trail by National Parks and American Trails in 2004.

Current:

Board of WOW - Wonders of Wildlife Museum and Aquarium in Springfield, MO and the John and Genny Morris Conservation Education Center: Served on Committee that envisioned the WOLF School, an alternative school for 5th Graders that, in partnership with Springfield Public Schools, teaches the 5th grade year to a group of 50 randomly selected students via an experiential curriculum where all subjects are taught through the lens of the outdoors.

Why do you desire to serve:

- . We own the historic property at 14790 Captiva Drive so I have both a heartfelt and financial interest in the preservation and renourishment of the Beach
- . I care about Captiva and have wanted to find a way to contribute to the Community
- . I feel I can think critically (learn what has been done), creatively (explore what has not been tried), communicate and collaborate with others. I enjoy the process of working with others toward solutions.
- . I have an acquaintance in Sea Island, GA and think it would be interesting to explore their approach to Beach Renourishment funding.

**Captiva Erosion Prevention District
Commissioner Appointment Ballot
VACANT SEAT # 1**

First Choice _____

Second Choice _____

Third Choice _____

Fourth Choice _____

Commissioner Name: _____

Commissioner Signature: _____

Date: _____

**Captiva Erosion Prevention District
Commissioner Appointment Ballot
VACANT SEAT # 3**

First Choice

Second Choice

Third Choice

Commissioner Name:

Commissioner Signature:

Date:

OATH OF OFFICE

(Art. II, § 5(b), Fla. Const.)

STATE OF FLORIDA

County of _____

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

(Title of Office)

on which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words “so help me God.” See § 92.52, Fla. Stat.]

Signature

Sworn to and subscribed before me by means of ___ physical presence or
___ online notarization, this ___ day of _____, _____.

Signature of Officer Administering Oath or of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known **OR** Produced Identification

Type of Identification Produced _____

ACCEPTANCE

I accept the office listed in the above Oath of Office.

Mailing Address: Home Office

Street or Post Office Box

Print Name

City, State, Zip Code

Signature

This ParkMobile Service Agreement (“Agreement”) is made by and between Parkmobile, LLC, a Delaware limited liability company, with offices at 1100 Spring St. NW, Ste 200, Atlanta, GA 30309 (“ParkMobile”) and Captiva Erosion Prevention District, a Florida municipality, with offices at 11513 Andy Rosse Lane, 3rd Floor, Unit 4, Captiva, FL 33924 (“Client”). This Agreement will become effective as of the last signature date below (the “Effective Date”). In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

PARTY CONTACTS			
Client		ParkMobile	
Legal Name:	Captiva Erosion Prevention District	Legal Name:	Parkmobile, LLC
Contact:	James Elston	Sales Rep:	Brooke Bustle
Email:	jelston@mycepd.com	Email:	brooke.bustle@parkmobile.io
Phone:	239-472-2472	Phone:	850-321-2074
Address:	Captiva Erosion Prevention District 11513 Andy Rosse Lane, 3rd Floor, Unit 4 Captiva, FL 33924	Address:	Parkmobile, LLC 1100 Spring St. NW Suite 200 Atlanta, GA 30309
		For legal notices:	
			with a copy to ParkMobile’s Legal Department at the above address and to legal-notices@parkmobile.io .

SERVICE TERMS	
Services	ParkMobile will provide Client with the Services related to the following types of parking transactions: On-Demand
Initial Term	3 years beginning on the Effective Date
Renewal	This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term (each a " <u>Renewal Term</u> " and, collectively, together with the Initial Term, the " <u>Term</u> ").
Termination	Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach. Either party, in its sole discretion, may terminate this Agreement at any time without cause by providing at least sixty (60) days' prior written notice to the other party.
Merchant of Record	The parties designate ParkMobile as the merchant of record. Client agrees to pay ParkMobile \$0.15 + 3% of the total transaction amount per transaction for this service. ParkMobile will remit any amounts due Client in arrears to Client on the 15th of the following month.

Parking Locations	The Services will be provided to Client in the following locations / geographical territory: All Client locations
Signage	Client will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). All signage included in the welcome kit is designed using ParkMobile's standard signage templates. Custom signage may be made available to Client for purchase at ParkMobile's current signage rates. Any requested changes to ParkMobile's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by Client at ParkMobile's then-current signage rates. Installation and maintenance of all signage is Client's sole responsibility.
Governing Law	State of Georgia
Schedules	This Agreement incorporates the following Schedules: Schedule 1: Client General Terms and Conditions; Schedule 2: Services; Schedule 3: Client Electronic Funds Authorization Form

IMPLEMENTATION FEES			
Description	Units	Rate	Price
Implementation Fee	0	\$250.00	\$0.00
Custom Development	0	\$165.00/hr	\$0.00
Total Implementation Fees:			\$0.00

ADDITIONAL FEES	
Call Center & Customer Support	WAIVED
Client Support & Maintenance	WAIVED
Hosting	WAIVED
Enforcement Portal	WAIVED
Reporting Portal	WAIVED
Marketing & Advertising	WAIVED

USER FEES		
On-Demand User Fee	\$0.35	per transaction

The parties have executed this Agreement as of the Effective Date.

CAPTIVA EROSION PREVENTION DISTRICT

PARKMOBILE, LLC

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

SCHEDULE 1: CLIENT GENERAL TERMS & CONDITIONS

1. SERVICES

- 1.1 General.** During the term, ParkMobile will provide the Services to Client in accordance with the terms and conditions of this Agreement.
- 1.2 Launch Date.** The parties will mutually agree upon the launch date for the Services.
- 1.3 ParkMobile Application.** On and after the launch date, Client's Parking Locations, along with associated Parking Information, will be made available to the general public through the ParkMobile Application.
- 1.4 Parking Management Services.** Subject to the license granted in Section 2, Client will be provided access to the Platform to manage Client's Parking Locations and associated Parking Information.
- 1.5 Parking Locations.** The parties agree that ParkMobile does not own, operate, manage, or maintain any Parking Location. Client agrees that ParkMobile is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by Client at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.
- 1.6 Publicity of Services.** Each party will use commercially reasonable efforts to market the Services throughout the Term. All brochures and promotional material to be distributed by Client will be in a form mutually agreed upon by the parties, which will not be unreasonably withheld or delayed.
- 1.7 Exclusivity.** Throughout the term, the parties agree that ParkMobile will be the exclusive provider of electronic payment parking services for Client.
- 1.8 PCI DSS.** ParkMobile has obtained, and will continue to maintain throughout the term, Payment Card Industry – Data Security Standard (PCI DSS) certification.
- 1.9 Online Client General Terms & Conditions.** The parties agree that this Agreement supersedes the Client General Terms and Conditions that is publicly available at <https://parkmobile.io/client-terms> with respect to the Services provided under this Agreement.

2. ACCESS & USE OF PLATFORM

- 2.1 Provision of Access.** Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and Client's payment of fees, ParkMobile grants Client a non-exclusive, non-transferable right to access and use the Platform during the Term. Such use is limited to Client's internal use. ParkMobile will provide Client the Access Credentials within a reasonable time following the Effective Date.
- 2.2 Documentation License.** ParkMobile hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for

Client's internal business purposes in connection with its use of the Services.

- 2.3 Use Restrictions.** Client will not, directly or indirectly, and will not permit any third party to, access or use the Platform except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (b) rent, lease, copy, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) remove any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.
- 2.4 Reservation of Rights.** Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with ParkMobile.
- 2.5 Changes.** ParkMobile reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of ParkMobile's services to its customers; (ii) the competitive strength of or market for ParkMobile's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.
- 2.6 Suspension or Termination of Services.** Notwithstanding anything to the contrary in this Agreement, ParkMobile may suspend, terminate, or otherwise Client's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) ParkMobile receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires ParkMobile to do so; or (b) ParkMobile believes, in its good faith and sole discretion, that (i) Client or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Client or any Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities; (iii) there is a threat or attack on any of the Services; (iv)

Client's or any Authorized User's use of the Services disrupts or poses a security risk to ParkMobile or to any other client, end user, vendor or partner of ParkMobile; or (v) this Agreement expires or is terminated. This Section does not limit any of ParkMobile's other rights or remedies, whether at law, in equity, or under this Agreement.

3. CLIENT RESPONSIBILITIES

3.1 Use of Platform Account. Client is responsible and liable for all uses of the Platform resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Client must notify ParkMobile immediately of any breach of security or unauthorized use of Client's account.

3.2 Parking Information. Client is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the ParkMobile Application and for keeping such information up to date within the Platform.

3.3 Effect of Client Failure or Delay. ParkMobile is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement.

4. SERVICE AND SUPPORT

4.1 Scheduled Maintenance. ParkMobile will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m., Eastern Time; however, ParkMobile may modify this window from time-to-time by providing Client with advance notice. If ParkMobile anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window, ParkMobile will use commercially reasonable efforts to give Client at least 24 hours prior notice. Notwithstanding the foregoing, ParkMobile reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window. To the extent practicable, ParkMobile will use commercially reasonable efforts to notify Client before commencing any emergency maintenance outside of the scheduled maintenance window and will use commercially reasonable efforts to limit or avoid impact to use of the Services.

4.2 Client Support. ParkMobile will use commercially reasonable efforts to assist Client with any technical support that Client may reasonably require in using the Services. ParkMobile will provide technical support for rate and configuration changes to Client Monday – Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (ET). For issues relating to On-Demand Parking Services, Client may submit a support request via email to support@parkmobile.io. For issues relating to Reservation Parking Services, Client may submit a support request via email to prs@parkmobile.io. ParkMobile will provide Client with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability issues, Client may contact the on-call engineer via email to applicationsupport@parkmobile.io.

4.3 End-User Support. ParkMobile will provide customer support for ParkMobile Users 24 hours a day, seven days a week, 365 days a year. There are multiple methods that ParkMobile Users can access customer support, such as: ParkMobile's online ticketing system, in-app chat feature, and toll-free phone number.

5. CONFIDENTIAL INFORMATION

5.1 General. Neither party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("Representatives") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.

5.2 Personal Data. In the event a party discloses Personal Data to the other party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

6. INTELLECTUAL PROPERTY OWNERSHIP

6.1 Client Data. Client Data remains the sole and exclusive property of Client. Client grants ParkMobile a perpetual, irrevocable, royalty-free license to use Client Data in connection with the Services.

6.2 Client Brand Features. Client grants to ParkMobile a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display Client's Brand Features in connection with providing and/or marketing the Services. ParkMobile will not make any use of Client's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.3 ParkMobile IP. Client acknowledges that, as between Client and ParkMobile, ParkMobile owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Platform.

6.4 ParkMobile Brand Features. ParkMobile grants to Client a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display ParkMobile's Brand Features in connection with the Services, subject to ParkMobile's Brand Guidelines available at <https://parkmobile.io/company/parkmobile-media-assets/logos/>. Client will not make any use of ParkMobile's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.5 ParkMobile User Data. ParkMobile User Data remains the sole and exclusive property of ParkMobile. ParkMobile may sublicense certain ParkMobile User Data to Client upon Client's execution of ParkMobile's Data Protection Agreement. Client will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or (iii) use ParkMobile User Data for purposes other than

those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that ParkMobile will not sublicense or provide any PCI Data to Client.

6.6 Resultant Data. Resultant Data remains the sole and exclusive property of ParkMobile. ParkMobile grants Client a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for Client's internal use in connection with the Services.

6.7 Reservation of Rights. ParkMobile reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any IP Rights or other right, title, or interest in or to the ParkMobile Application and/or the Platform.

7. FEES AND PAYMENT

7.1 Fees. Client shall pay ParkMobile the fees set forth in the Agreement that incorporates these Client General Terms & Conditions ("Fees") in accordance with this Section 7.

7.2 Payment Terms. The parties designate ParkMobile as the merchant of record. Client agrees to pay ParkMobile \$0.15 + 3% of the total transaction amount per transaction for this service. On or before the 15th day of each month, ParkMobile will disburse to Client all parking fees ParkMobile received during the preceding month from ParkMobile Users on behalf of Client as a direct result of this Agreement, less any amounts owed to ParkMobile.

7.3 Taxes. All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on ParkMobile's income.

7.4 Reserved.

7.5 No Deductions or Setoffs. All amounts payable to ParkMobile under this Agreement shall be paid by Client to ParkMobile in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

7.6 Fee Increases. ParkMobile may increase Fees for any contract year, by providing written notice to Client at least sixty (60) calendar days written notice.

7.7 Limited Payment Agent. Client appoints ParkMobile as its agent for the limited purpose of receiving, holding, and settling payments made by ParkMobile Users to Client in connection with the Services. Client acknowledges and agrees that receipt of payment from ParkMobile Users in connection with the Services by ParkMobile shall be deemed the same as receipt by Client itself.

8. REPRESENTATIONS AND WARRANTIES

8.1 Mutual. Each party represents, warrants and covenants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the representative that is executing this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 ParkMobile. ParkMobile represents, warrants, and covenants to Client that ParkMobile will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

8.3 Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1 AND SECTION 8.2, ALL SERVICES ARE PROVIDED "AS IS." PARKMOBILE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PARKMOBILE DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. PARKMOBILE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

9. INDEMNIFICATION

9.1 Mutual. Each party will indemnify, defend, and hold harmless the other party from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred as a result from any third-party claim, suit, action, or proceeding ("Third-Party Claim") to the extent it arises from a breach of the indemnifying party's representations and warranties under this Agreement.

9.2 ParkMobile. ParkMobile will indemnify, defend, and hold harmless Client from and against any and all Losses incurred by Client resulting from any Third-Party Claim that the Platform or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's IP Rights, provided that Client promptly notifies ParkMobile in writing of the claim, cooperates with ParkMobile, and allows ParkMobile sole authority to control the defense and settlement of such claim.

9.3 Client. Client will indemnify, defend, and hold harmless ParkMobile from and against any and all Losses incurred by ParkMobile resulting from any Third-Party Claim arising

out of Client's disclosure or use of ParkMobile User Data in violation of this Agreement.

9.4 Mitigation. If any of the Services are claimed to, or in ParkMobile's opinion are likely to, infringe, misappropriate, or otherwise violate any third-party IP Rights, or if Client's use of the Services is enjoined or threatened to be enjoined, ParkMobile may, at its option and sole cost and expense: (a) obtain the right for Client to continue to use the Services as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute the Services, as applicable, under this Agreement; or (c) by written notice to Client, terminate this Agreement and require Client to immediately cease any use of the Services.

9.5 Sole Remedy. THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND PARKMOBILE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. LIMITATION OF REMEDIES AND DAMAGES

10.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL PARKMOBILE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 Cap on Monetary Liability. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PARKMOBILE ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO PARKMOBILE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING

THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.3 Exceptions. The exclusions and limitations in Section 10.1 and Section 10.2 do not apply to ParkMobile's obligations under Section 9 or liability for ParkMobile's gross negligence or willful misconduct.

11. RESERVED

12. GENERAL TERMS

12.1 Assignment. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntary, involuntarily, by operation of law, or otherwise, without ParkMobile's prior written consent. No assignment, delegation, or transfer will relieve Client of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12.1 is void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

12.2 Severability. If a court of competent jurisdiction holds any term or provision of this Agreement to be invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

12.3 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.4 Notices. Any notice or communication permitted or required under this Agreement must be in writing and will be deemed received by the addressee: (a) when received, if delivered by hand with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the attention of the respective party's legal department at the address set forth at the beginning of this Agreement or such other address as either party may specify in writing. Any notice permitted or required under this Agreement that is sent to ParkMobile shall also be sent via email to legal-notices@parkmobile.io.

12.5 Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Georgia, United States of America (including its statutes of limitations).

12.6 Amendment; Waivers. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement. No waiver by any party will be effective unless explicitly set forth in writing and signed by the party so waiving. No terms or conditions stated in a Client purchase order, vendor onboarding process or web portal, or any other Client order documentation shall be incorporated into or form any part of this Agreement, and all

such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

- 12.7 Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 12.8 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 12.9 Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 12.10 Independent Contractors.** The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
- 12.11 Export Control.** Client will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Client: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulation.
- 12.12 Interpretation.** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.
- 12.13 Counterparts.** The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

13. DEFINITIONS

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device,

used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

"Authorized User" means Client's employee, consultant, contractor, and agent who is authorized by Client to access and use the Platform under the rights granted to Client pursuant to this Agreement.

"Brand Features" means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

"Client Data" means any data specific to Client's operation that is provided by Client to ParkMobile to be used in the provision of Services that is not available to ParkMobile publicly or by other means.

"Confidential Information" means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

"Documentation" means any manuals, instructions, or other documents or materials that ParkMobile provides or makes available to Client in any form or medium and which describe the functionality, components, features, or requirements of the Services.

"IP Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Parking Information" means parking zones, parking rates, parking restrictions, selected payment methods, and other information necessary for the provision of the Services for a specific Parking Location.

"Parking Location" means the location or locations of Client's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.

"ParkMobile Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitate the payment of parking transactions.

"ParkMobile User" means an end user that uses the ParkMobile Application.

"ParkMobile User Data" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application.

"PCI Data" means, as applicable, payment card number, cardholder name, expiration date, card verification code or

value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions

"Personal Data" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, license plate information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, geolocation information, and any information that constitutes "personal data" or "personal information" within the meaning of any relevant and applicable data privacy or protection laws.

"Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with Client's Parking Locations.

"Resultant Data" means data and information related to Client's, Authorized Users' and/or ParkMobile Users' use of the Services that is used by ParkMobile in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Services" means the ParkMobile Application, the Platform, and all other services provided by ParkMobile under this Agreement.

SCHEDULE 2: SERVICES ON-DEMAND PARKING SERVICES

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for on-demand parking using the ParkMobile Application (“On-Demand Parking”).

ParkMobile Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting <https://app.parkmobile.io>; (2) calling ParkMobile’s IVR System, or (3) using the ParkMobile Application. In order to register with ParkMobile and begin a parking session, a consumer simply provide ParkMobile with the information required by ParkMobile to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the ParkMobile User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

ParkMobile does not provide or pay for Client’s use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, ParkMobile Users will receive parking alert services from ParkMobile via SMS, ParkMobile Application push notification or email. The ParkMobile User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

ParkMobile Users can use On-Demand Parking anywhere the Services are available.

All parking charges are automatically charged to the ParkMobile User’s payment method, and ParkMobile Users have real time access to an online account-based personal page accessible from <https://app.parkmobile.io> to access and print parking history, receipts, and statements.

**SCHEDULE 3:
CLIENT ELECTRONIC FUNDS AUTHORIZATION FORM**

This form authorizes Parkmobile, LLC to make payment to a business electronically. All payments will be paid in the account designated by the voided check or bank letter attached to this form. It is the responsibility of Client to notify ParkMobile of any changes pertinent to electronic payments, such as changes in banking information or email address.

PAYEE/CLIENT INFORMATION

CLIENT NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
PRIMARY FINANCE CONTACT EMAIL:
SECONDARY FINANCE CONTACT EMAIL:
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL:

FINANCIAL INSTITUTION INFORMATION

BANK NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE:
EMAIL:
NINE DIGIT ROUTING TRANSIT NUMBER:
DEPOSITOR ACCOUNT TITLE:
DEPOSITOR ACCOUNT NUMBER:
TYPE OF ACCOUNT:
PLEASE BE SURE TO ATTACH A VOIDED CHECK OR BANK LETTER TO VERIFY THE ABOVE ACCOUNT INFORMATION

This form authorizes Parkmobile, LLC to send credit entries and appropriate debit and adjustment entries electronically or by any other commercially accepted method to the account indicated above and to other accounts specified by Client in the future (collectively, the "Account"). This form authorizes the financial institution holding the Account to post all such entries. This authorization will be in effect until ParkMobile receives a written termination notice from Client and has a reasonable opportunity to act on it.

Metal Sign Purchase and Installation

12 x 18 sign is \$15 a sign estimated 200 signs for a total of \$3,000.

\$15 a sign is a discount for buying in bulk usually signs are \$20 each.

Bob Johnson quoted us a price of \$850 to install the 200 signs and also includes him buying the materials needed example being the screws for the project.

Total for signs would be \$3850.

**PROTECT
THE
ENVIRONMENT**

**KEEP OFF
THE DUNES**