

**Monthly
CEPD Board
Meeting
April 2022**



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Board Meeting Agenda

Date: Monday April 11th, 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/81398461287>

Webinar ID: 813 9846 1287

Telephone: +1 646 558 8656

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

B) SCCF Turtle Nesting Monitoring – Post Project

C) Recreational Benefit Study Update

D) Sebastian Inlet Update

11. Commissioner Comments

12. 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
March Board Meeting
Monday, March 7th, 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 March 7th, 2022.

2. Roll Call

- The following persons were in attendance:
 - CEPD Commissioners:
 - Seat 1, Linda Laird, Commissioner
 - Seat 2, René Miville, Vice Chairman
 - Seat 3, Bob Walter, Commissioner
 - 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
 - Laura Pegler, Social Media Director
 - Ralf Brookes, CEPD Attorney
 - Public:
 - Pamela Cronin-in person
 - Allison Hussey
 - Carrie Schuman
 - David Mintz
 - John Rosen
 - Mike Campbell
 - Robert Hensley

- Steve Boutelle
- Joel Caouette

3. Approval of Minutes

- February 7th, 2022 Board Meeting
 - Commissioner Laird motioned for the approval of minutes. Commissioner Walter seconded the motion. The motion was voted on and passed unanimously.
 - In Favor: Chairman Silvia, Vice Chairman Miville, Treasurer Pyle, Commissioner Laird, Commissioner Walter

4. Changes to the Agenda

- Chairman Silvia asked for clarification on the form they received regarding a performance review. He asked if that was a necessity for all the board members to fill out. He stated that later in the year he wanted to go over this form with our attorney to make a consistent form to add to the rules of procedure for future reviews. Executive Director Nelson suggested that one of the board members go over the form with attorney Brookes and they could come up with the review form to use. Chairman Silvia nominated Commissioner Laird. After discussion, she agreed to take that role.
- Vice Chairman Miville wanted to add his PDF presentation to section 8A2. A motion was made by Vice Chairman Miville to add this change to the agenda. Chairman Silvia seconded that motion. The motion was voted on and passed unanimously.
 - In Favor: Chairman Silvia, Vice Chairman Miville, Treasurer Pyle, Commissioner Laird, Commissioner Walter

5. Public Comments – Limit 3 minutes per person

- Public comment was invited.
 - Vice Chairman Miville asked for an update to be given on Blind Pass. Mike Campbell said they are in permitting to update it to reflect their inlet management study, and then they will go into the design phase. He said they do not have a time frame right now. Chairman Silvia asked Mike what the issue was with Blind Pass that they had to update permitting. Campbell said this was for dredging the pass to keep it open and better manage the inlet. He said he could send the study and the inlet management plan to the commissioners to show them how they have been keeping it sustainable with the minimal dredging they have done. Chairman Silvia asked if one of the commissioners wanted to volunteer to follow up on the blind pass issue. Vice Chairman Miville stated that he would follow up on it. Chairman Silvia asked Administrative Director Elston to add the follow up on Blind Pass to the agenda for next month's board meeting. Treasurer Pyle stated that he thought there was an inclusion in our permit for the renourishment project that covered maintaining the flow of Blind Pass. Operations Director Munt stated he believed it was included for the northern part of Sanibel, but they did not want to participate in this nourishment cycle. It was completed though if they wanted to. Chairman Silvia asked Vice

Chairman if he could ask the city of Sanibel why they did not want to join in the renourishment. Vice Chairman Miville stated that he wanted to ask them as well, but there would be a fist fight. Executive Director Nelson spoke up that there was Joel Caouette from the city of Sanibel was on the call and asked if he could speak on this. Joel said that the city of Sanibel can piggyback off of the permit we had for the renourishment project. This was how the evacuation route for the island was completed. The reason they did not participate in the renourishment project was the coastal engineer had just done a cost/benefit analysis and the city did not want to use the funds for renourishment. Plus, the sand traveling from the blind pass dredging could suffice the needs for the city. Commissioner Walter asked if the seawalls had made a difference in their decision to not participate as well. Joel stated that probably had a hand in it as well.

6. Financial reports

- February Financials
 - Treasurer Pyle led a review of the financial report for the month of February, five months into the fiscal year. He mentioned that we are waiting for the final amount we will be charged for our renourishment project, to know what we are going to charge the owners on Captiva. Operations Director Munt let the commissioners know that the target date is September. We are still waiting on pay request number four from Great Lakes. This will complete the sand placement part of the renourishment. We will have one more invoice that will include the posts and ropes. We still have to reconcile the grants from the (Florida Department of Environmental Protection) FDEP. We will then start the workshop process to get the totals for the apportionment. Treasurer Pyle mentioned that the grants reflect that we are not doing well on collecting them and asked why. Executive Director Nelson stated that would be more of a question for our accountant, but she could answer to the information she is aware of. Our grants cannot be collected until everything is paid off. She also said that at the last meeting, Vice Chairman Miville asked if her and Operations Director Munt had followed up with Doctor Strong and they had. She said we will pull in our engineer from APTIM to go over the assessment since it was done before any of the staff was on board. Operations Director Munt said that additionally, the county would open this up for the storm protection as well as the rec side, giving us an additional \$100,000. Commissioner Walter spoke up to clarify that the way the budget was set up in a fiscal year from October to September, is why the budget seems off. He said that if everything is done with the apportionment before September, the budget will even out. Treasurer Pyle then asked if we thought we were going to be short on getting everything in for the grants. Both Executive Director Nelson and Operations Director Munt said they did not foresee any issues with getting the grants in before the end of the fiscal year. Chairman Silvia suggested that they follow direction from Commissioner Walter and go over the way the budget is written with our accountant. Executive Director Nelson said she would be happy to work with Commissioner Walter and our accountant to go over how to write up the

budget. She also suggested they hold budget workshops so the Commissioners can see where the money will be spent. Vice Chairman Miville wanted to comment further on the issue where Doctor Strong did the Recreational Benefit Study during occupancy at the height of red tide and now is saying that we will only move the needle \$100,000. Operations Director Munt said according to Doctor Strong they underestimated by 10% of the monetary value. Originally, they gave the number of \$5.337 Million dollars, and this adjustment would take it to \$5.8 million dollars. This was during the red tide in 2018. Vice Chairman Miville asked to please have them go over the metrics of this change. Operations Director Munt said he can ask them to revisit their findings and go over it more in depth. He did want to clarify that Doctor Strong originally thought they underestimated the total by 4% and then added an additional 10% which made the change 14%. Chairman Silvia asked Operations Director Munt to please go over the metrics and get back to the commissioners.

7. Old Business

- Dune Planting Protection Update
 - Operations Director Munt stated that he talked to Nicole Sharp from APTIM and that Earth Balance will start installation of the poles and ropes next week. Once those are up, we will then place the permanent signs. Chairman Silvia asked that next time we do a renourishment, we should be prepared to put signs, ropes, and poles up as soon as it is completed so there are no delays. Commissioner Laird mentioned that former Commissioner Mullins had height poles set up to see how tall the dunes would get, and recommend we do something similar so we can track how they are doing. Attorney Brookes said we would possibly need a permit to install these. Executive Director Nelson said she would get with our engineers to check this as well.

8. New Business

- Performance Review and salary Adjustment
 - Performance Review
 - Treasurer Pyle stated that he thought it was too soon to do performance review and suggested we do it later in the year. Chairman Silvia asked attorney Brookes if all five of the commissioners should vote on performance review, or only the three commissioners that have been working with Executive Director Nelson. Attorney Brookes said it wasn't typical to have commissioners do a performance review on someone they have not been working with in person. They would have to look back on recorded meetings and it just wasn't the same. He said they could postpone the vote for a later date, allowing the new commissioners time to work with executive Director Nelson, or they could vote now. It is up to the commissioners since we do not have a standard operating procedure(sop) on performance reviews. Chairman Silvia stated that he wanted to wait until at least June to give the review. He also said he wanted the commissioners to use the form and add anything they wanted to on the forms under comments. Treasurer Pyle stated he wanted to wait until after the renourishment project was closed out

to vote. Commissioner Walter said that a performance review should not be a surprise. That if there are issues, they should be stated before the review. He also stated that he did not feel comfortable giving a review since he was not able to work with Executive Director Nelson. He also said that he thought at the last meeting, the other commissioners agreed to vote at this meeting, so he was confused as to why it was being pushed back. Vice Chairman Miville stated he was not pushing it back, that he saw this as a lifeline being thrown to Jennifer. He said he would go either way but that his review stated he had a lot of concerns. Executive Director Nelson stated that she was confused because her contract stated she would have yearly reviews and that if they vote in September, its almost two years. She also agreed with Commissioner Walter that performance reviews should never be a surprise. She stated she never had that big of a difference in performance review that she has received from the current commissioners, they are usually very close. She said one review she received has a lot of opinions and not a lot of examples. Commissioner Laird suggested that if the review is done in September, the commissioners with concerns should bring them to Executive Director Nelsons attention, and then adjustments can be made. Executive Director Nelson asked for clarification on the postponement of her review. Chairman Silvia stated that the two reviews will not count, all the commissioners will redo an evaluation in September. Chairman Silvia made a motion to postpone the review until the apportionment was completed. Treasurer Pyle seconded that motion. A vote was held and passed unanimously.

- In Favor: Chairman Silvia, Vice Chairman Miville, Treasurer Pyle, Commissioner Laird, Commissioner Walter

- Salary Adjustment

- A slideshow compiled by Vice Chairman Miville was shown to compare salaries of other special districts. Chairman Silvia asked if this slide was geared towards the Executive Director or the entire staff. Vice Chairman Miville said it came in two parts. Vice Chairman stated that the Captiva Erosion Prevention District (CEPD) was not on par with the other examples he showed. He said there is not a lot of results and just a lot of paper shuffling. He said that a lot of people are complaining about the number of staff and that is why he was looking into this. He said that he has been around the renourishments for years and there were only two people and now we have a staff of seven. He stated he wanted to see who at the table could rise to the occasion and show what they had. Chairman Silvia stated he thinks we should try to investigate more districts to compare. He also asked about the attendance at the office and how to see how we could better track it. Vice Chairman Miville stated that Jennifer is barely there. Commissioner Walter said that the staff did look a little heavy, but that it did not happen overnight. He also said that he assumed that the staff was added with the board's approval. Executive Director Nelson Stated that Commissioner Walter was correct in his assumptions. She did a staffing plan with budget in September, and it was approved by the commissioners. She also stated there was more staff, but we are still under budget from what they were paying before

since we got rid of the added consultants. Vice Chairman Miville went over the number of staff and that it has become a bureaucracy. He mentioned that we have two parking lot attendants and four office staff members. He then looked at Laura Pegler who was in attendance and stated that he knew she was only part time, but the guy from Sebastian Inlet was doing so much more in her similar position. He also said he didn't know how Alison Hagerup could do it all alone and now we have so many people in office. Commissioner Laird stated that the number of staff is brought up often at cocktail parties. She then stated that she was all about investing in the staff but maybe they needed to go over the strengths and what exactly they were looking for in staff. Chairman Silvia asked if Commissioner Walter and Vice Chairman Miville could go over that with the staff. Commissioner Walter stated that he thought they did that when they hired Executive Director Nelson. Executive Director Nelson stated that he was correct. That they also did it again when at the time Vice Chairman Miville was the Chair and hired Bob Gray to perform a staffing analysis. Vice Chairman Miville wanted Operations Director Munt to meet with the staff of Sebastian Inlet and learn a few things. He also wanted Executive Director Nelson to meet with the office of Lee County. He said bottom line everyone he spoke to did not have a forty-hour work week; it was more like fifty hours. Which didn't mean talking on the phone. It was in office and doing things in person. Executive Director Nelson asked what exactly they were looking for in having them meet with other agencies. Commissioner Walter stated that Lee County was not comparable because they offer pensions, benefits, and retirement. Vice Chairman Miville said maybe it was a bad idea because Jennifer was also involved with Cape Coral City Council, and it was a distraction. He then stated that he knew there was an issue with traveling to work, but Operations Director Munt lived by Tanger Outlets. Executive Director Nelson let him know that was a former employee. Operations Director Munt lives in Lehigh, Administrative Director Elston lives in Lehigh, Legislative Aide Ford lives in Naples, and she lives in Cape Coral. Vice Chairman said that if you have a nice paying job, you should move closer. Executive Director Nelson stated that we could not afford that. Chairman Silvia stated that we should meet with Sebastian Inlet and have Commissioner Walter and Vice Chairman Miville compare the duties with what we do. Executive Director Nelson let the board know that we also work weekends. She said she is always on the phone with either board members or other people for her job. She also let the board know that the two parking lot attendants were in place before she was in her position. She wanted to further clarify for commissioner Walter that she was hired to manage office operations and then she asked Vice Chairman Miville if that was his job and not hers. Vice Chairman Miville stated that wasn't his job and then went on to state that he asked about attendance for the upcoming celebration, and she said there were only seven responses. Then he said we should have got on the phone and called and got more attendees. Executive Director Nelson told him she thought that was not appropriate for him to say since he was not even dealing with her. We assigned him to be the commissioner to oversee the party

and he was not communicating with her but with the staff. Chairman Silvia called a point of order and to move on. Commissioner Walter suggested when the reviews are completed in September, he wants the staff to complete reviews too. He said the board is just one angle. Chairman Silvia asked attorney Brookes if we could do these 360 reviews. Attorney Brookes stated that it was perfectly legal. Chairman Silvia asked about the staff reviews and who they would go to. Attorney Brookes stated that the way they have it setup now is that the Director answers to the board and she has say over her staff. He also stated that Executive Director Nelson has been transparent with the hiring of her staff. She has come before the board, and they have approved the hiring. He suggested the commissioners have a workshop, so they know how to handle the staff reviews. Chairman Silvia called order. He then stated they will complete the performance and salary reviews in September. Chairman Silvia attempted to move to the next item, and Commissioner Laird asked for a point of order. She made a motion to discuss salary for Executive Director Nelson. Treasurer Pyle seconded that motion. A discussion was held. Vice Chairman Miville asked Executive Director Nelson if she was still floating the proposal for salary. Executive Director Nelson clarified that it was the salary analysis done by Dr. Pruitt. Vice Chairman Miville said that he was talking about her getting a raise per her contract. Jennifer clarified that yes, she was still wanting it and that the board gave it to Dan. Vice Chairman Miville said yeah, but Dan was different. It was a consensus that they would have a hard time giving a performance raise without a performance review. A Vote was held, and the motion failed four to one.

- In Favor: Commissioner Laird
- Opposed: Chairman Silvia, Vice Chairman Miville, Treasurer Pyle, Commissioner Walter

- Board Member Emeritus Nomination

- Chairman Silvia made a motion to make Mike Mullins the Board Member Emeritus. Commissioner Walter seconded that motion. Discussion was held. The commissioners all agreed that Mike Mullins has made many contributions to the island of Captiva and that he was owed a huge debt of gratitude for everything he has done. A vote was held and passed unanimously.

- In Favor: Chairman Silvia, Vice Chairman Miville, Treasurer Pyle, Commissioner Laird, Commissioner Walter

9. Administrative Report

- Executive Director Nelson said she met with State Representatives, and it went very well. Senate Bill 1940 was rewritten, and we are hoping to get feedback from the lobbyists. She then mentioned that there needs to be an ad placed into the News-Press and will need a motion to get approved expense of \$2,817 to place the meetings in the paper. A motion was made by Vice Chairman Miville to approve the \$2,817 for the News-Press ads. Commissioner Laird seconded that motion. A vote was held and passed unanimously.

- In Favor: Chairman Silvia, Vice Chairman Miville, Treasurer Pyle, Commissioner Laird, Commissioner Walter

10. Commissioners' Comments

- Commissioner Laird said she wanted to have a workshop for sea level rise in the near future. Chairman Silvia suggested we have the workshop in April. He asked Vice Chairman Miville to contact Steve Boutelle and Mike Campbell to join the workshop. Commissioner Laird said we needed to also complete our vulnerability analysis. Executive Director Nelson stated that APTIM was already putting a plan together for us. They would seek clarification on if this qualified as the vulnerability analysis when they met with them the following day. Chairman Silvia asked Treasurer Pyle to look over the finances and see what we had budgeted, and we could compare what APTIM, and Cheryl Hapke propose to us. Vice Chairman Miville asked Executive Director Nelson if she could email the board to let them know how her meeting with APTIM went the following day and she agreed she could do that. She also let the board know that we had just submitted our funding requests to the Tourist Development Council (TDC). She said that next year we can also apply for the studies that need to be completed. Commissioner Walter asked Executive Director Nelson if she was in the office the entire time, she put the information together for the Tourist Development Council (TDC). She said she did most in the office and had to do some work from home. He just wanted to clarify that it got done, even if she was not physically in the office. Vice Chairman Miville said that one thing did not get done because he asked to see the proposal two or three times and it didn't get sent to him. Executive Director Nelson stated she did respond and showed him the process and when it was done. Operations Director Munt said it was sent and he was carbon copied on it. Chairman Silvia stated he did not want any workshops for March and Commissioner Laird mentioned some would not be on island. Commissioner Miville and attorney Brookes reminded her that workshops can be done by zoom. Chairman Silvia then reiterated they needed to take March off to gather ideas and there were no further 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

Meet with Sebastian Inlet- Daniel Munt

Sea Level Rise Workshop in April– James Elston, Vice Chairman Miville, Commissioner Laird

Redo budget process– Jennifer Nelson, Commissioner Walter, Jason Smith

Blind Pass follow-up- Vice Chairman Miville

Dune measurement poles- Jennifer Nelson, Ralph Brookes

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

Prepared by: JS

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - March '22	Budget - March '22	Actual - March '21	Budget - March '21	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense									
Income									
Ad Valorem Tax	\$ 6,843.53	\$ 54,245.75	\$ 9,146.04	\$ 55,246.50	\$ 602,548.45	\$ 325,474.50	\$ 277,073.95	\$ 650,949.00	\$ 48,400.55
Interest Income	11.65	12.50	21.26	125.00	57.52	75.00	(17.48)	150.00	92.48
Other Income	1,200.00	416.67	1,600.00	312.50	12,442.32	2,500.00	9,942.32	5,000.00	(7,442.32)
Total Income	8,055.18	54,674.92	10,767.30	55,684.00	615,048.29	328,049.50	286,998.79	656,099.00	41,050.71
Expense									
Administrative Expenses	4,011.10	7,312.50	3,243.14	4,541.67	61,919.76	43,875.00	(18,044.76)	87,750.00	25,830.24
Cost of Collecting Ad Valorem	0.00	1,625.00	182.92	1,375.00	4,484.75	9,750.00	5,265.25	19,500.00	15,015.25
Wages	11,407.42	14,666.67	11,576.97	10,041.67	67,536.47	88,000.00	20,463.53	176,000.00	108,463.53
Professional Fees	9,406.25	3,416.67	1,500.00	3,000.00	20,422.07	20,500.00	77.93	41,000.00	20,577.93
Reserves Transfer	7,037.50	7,037.50	7,037.50	7,037.50	42,225.00	42,225.00	0.00	84,450.00	42,225.00
Total Expense	31,862.27	34,058.33	23,540.53	25,995.84	196,588.05	204,350.00	7,761.95	408,700.00	212,111.95
Net Income	<u>\$ (23,807.09)</u>	<u>\$ 20,616.58</u>	<u>\$ (12,773.23)</u>	<u>\$ 29,688.16</u>	<u>\$ 418,460.24</u>	<u>\$ 123,699.50</u>	<u>\$ 294,760.74</u>	<u>\$ 247,399.00</u>	<u>\$ (171,061.24)</u>

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

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - March '22	Budget - March '22	Actual - March '21	Budget - March '21	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense									
Income									
Ad Valorem Tax	6,843.53	54,245.75	9,146.04	55,246.50	602,548.45	325,474.50	277,073.95	650,949.00	48,400.55
Interest Income	11.65	12.50	21.26	125.00	57.52	75.00	(17.48)	150.00	92.48
Other Income	1,200.00	416.67	1,600.00	312.50	12,442.32	2,500.00	9,942.32	5,000.00	(7,442.32)
Total Income	8,055.18	54,674.92	10,767.30	55,684.00	615,048.29	328,049.50	286,998.79	656,099.00	41,050.71
Expense									
Administrative Expenses									
Advertising	63.48	833.33	0.00	250.00	9,470.17	5,000.00	(4,470.17)	10,000.00	529.83
Bank Service Charges	227.12	83.33	301.47	25.00	1,641.28	500.00	(1,141.28)	1,000.00	(641.28)
Board Meeting Expenses	814.91	83.33	0.00	83.33	912.79	500.00	(412.79)	1,000.00	87.21
Copier Lease Expense	0.00	62.50	11.52	75.00	119.81	375.00	255.19	750.00	630.19
Dues and Subscriptions	40.00	416.67	41.23	375.00	1,984.98	2,500.00	515.02	5,000.00	3,015.02
General Insurance	0.00	583.33	0.00	375.00	21,481.00	3,500.00	(17,981.00)	7,000.00	(14,481.00)
Newsletter Expense	0.00	500.00	0.00	150.00	0.00	3,000.00	3,000.00	6,000.00	6,000.00
Office Expense	959.27	1,666.67	31.53	375.00	6,100.32	10,000.00	3,899.68	20,000.00	13,899.68
Postage	0.00	41.67	0.00	83.33	148.19	250.00	101.81	500.00	351.81
Rent Expense	0.00	1,250.00	1,262.92	1,166.67	5,959.70	7,500.00	1,540.30	15,000.00	9,040.30
Repairs	0.00	83.33	0.00	125.00	0.00	500.00	500.00	1,000.00	1,000.00
Telephone	288.02	208.33	225.00	166.67	1,267.86	1,250.00	(17.86)	2,500.00	1,232.14
Travel and Per Diem	315.00	625.00	769.44	625.00	8,008.14	3,750.00	(4,258.14)	7,500.00	(508.14)
Utilities	0.00	208.33	46.23	166.67	889.03	1,250.00	360.97	2,500.00	1,610.97
Website & Computer Maintenance	1,303.30	666.67	553.80	500.00	3,936.49	4,000.00	63.51	8,000.00	4,063.51
Total Administrative expenses	4,011.10	7,312.50	3,243.14	4,541.67	61,919.76	43,875.00	(18,044.76)	87,750.00	25,830.24
Wages and Professional Fees									
Wages	11,407.42	14,666.67	11,576.97	10,041.67	67,536.47	88,000.00	20,463.53	176,000.00	108,463.53
Professional Fees	9,406.25	3,416.67	1,500.00	3,000.00	20,422.07	20,500.00	77.93	41,000.00	20,577.93
Total Legal and Professional Fees	20,813.67	18,083.33	13,076.97	13,041.67	87,958.54	108,500.00	20,541.46	217,000.00	129,041.46
Cost of Collecting Ad Valorem									
Property Tax Appraiser Fees	0.00	458.33	0.00	333.33	4,046.03	2,750.00	(1,296.03)	5,500.00	1,453.97
Tax Collector Commissions	0.00	1,166.67	182.92	1,041.67	438.72	7,000.00	6,561.28	14,000.00	13,561.28
Total Cost of Collecting Ad Valorem	0.00	1,625.00	182.92	1,375.00	4,484.75	9,750.00	5,265.25	19,500.00	15,015.25
Reserves									
Operating Reserves Transfers	7,037.50	7,037.50	7,037.50	7,037.50	42,225.00	42,225.00	0.00	84,450.00	42,225.00
Total Expense	31,862.27	34,058.33	23,540.53	25,995.84	196,588.05	204,350.00	7,761.95	408,700.00	212,111.95
Net Income	<u>\$ (23,807.09)</u>	<u>\$ 20,616.58</u>	<u>\$ (12,773.23)</u>	<u>\$ 29,688.16</u>	<u>\$ 418,460.24</u>	<u>\$ 123,699.50</u>	<u>\$ 294,760.74</u>	<u>\$ 247,399.00</u>	<u>\$ (171,061.24)</u>

6:47 AM
 4/5/2022
 Prepared: JS

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

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - March '22	Budget - March '22	Actual - March '21	Budget - March '21	YTD Actual	YTD Budget	YTD Variance	Tentative Budget	Residual Budget
Ordinary Income/Expense									
Income									
Grant Income	\$ 75,972.70	\$ 932,250.00	\$ 37,781.00	\$ 77,035.50	\$ 170,098.47	\$ 5,593,500.00	\$ (5,423,401.53)	\$ 11,187,000.00	\$ 11,016,901.53
Interest Income	57.23	2,250.00	24.79	2,083.33	7,736.85	13,500.00	(5,763.15)	27,000.00	19,263.15
Other Miscellaneous Income	0.00	83.33	0.00	0.00	22,500.00	500.00	22,000.00	1,000.00	(21,500.00)
Parking Lot Revenue	80,733.00	70,833.33	90,609.00	41,666.67	253,923.00	425,000.00	(171,077.00)	850,000.00	596,077.00
Reserves - General	7,037.50	7,037.50	7,037.50	7,220.83	42,225.00	42,225.00	0.00	84,450.00	42,225.00
Special Assessments	0.00	0.00	8,349.28	25,416.67	0.00	0.00	0.00	0.00	0.00
Total Income	163,800.43	1,012,454.17	143,801.57	153,423.00	496,483.32	6,074,725.00	(5,578,241.68)	12,149,450.00	11,652,966.68
Expense									
General Expenses	0.00	5,083.33	1,663.61	4,625.00	8,197.47	30,500.00	22,302.53	61,000.00	52,802.53
Parking Lot	17,042.40	17,062.50	14,688.94	3,516.67	62,580.35	102,375.00	39,794.65	204,750.00	142,169.65
Wages	23,438.19	23,512.50	11,576.98	10,041.67	136,814.07	141,075.00	4,260.93	282,150.00	145,335.93
Professional Fees	8,400.00	15,416.67	1,500.00	3,000.00	42,574.18	92,500.00	49,925.82	185,000.00	142,425.82
Renourishment 2021/2022	30,097.81	1,168,790.42	0.00	48,750.00	10,451,452.13	7,012,742.50	(3,438,709.63)	14,025,485.00	3,574,032.87
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	78,978.40	1,229,865.42	29,429.53	69,933.34	10,701,618.20	7,379,192.50	(3,322,425.70)	14,758,385.00	4,056,766.80
Net Income	<u>\$ 84,822.03</u>	<u>\$ (217,411.25)</u>	<u>\$ 114,372.04</u>	<u>\$ 83,489.66</u>	<u>\$ (10,205,134.88)</u>	<u>\$ (1,304,467.50)</u>	<u>\$ (8,900,667.38)</u>	<u>\$ (2,608,935.00)</u>	<u>\$ 7,596,199.88</u>

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

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - March '22	Budget - March '22	Actual - March '21	Budget - March '21	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense									
Income									
Grant Income - Local	\$ 75,972.70	\$ 488,083.33	\$ 37,781.00	\$ 72,368.83	\$ 170,098.47	\$ 2,928,500.00	\$ (2,758,401.53)	\$ 5,857,000.00	\$ 5,686,901.53
Grant Income - State	0.00	344,166.67	0.00	4,666.67	0.00	2,065,000.00	(2,065,000.00)	4,130,000.00	4,130,000.00
Grant Income - Federal (FEMA)	0.00	100,000.00	0.00	0.00	0.00	600,000.00	(600,000.00)	1,200,000.00	1,200,000.00
Interest Income	57.23	2,250.00	24.79	2,083.33	7,736.85	13,500.00	(5,763.15)	27,000.00	19,263.15
Other Miscellaneous Revenues	0.00	83.33	0.00	0.00	22,500.00	500.00	22,000.00	1,000.00	(21,500.00)
Parking Lot Revenue	80,733.00	70,833.33	90,609.00	41,666.67	253,923.00	425,000.00	(171,077.00)	850,000.00	596,077.00
General Reserves	7,037.50	7,037.50	7,037.50	7,220.83	42,225.00	42,225.00	0.00	84,450.00	42,225.00
Special Assessments Principal	0.00	0.00	8,349.28	25,416.67	0.00	0.00	0.00	0.00	0.00
Total Income	163,800.43	1,012,454.17	143,801.57	153,423.00	496,483.32	6,074,725.00	(5,578,241.68)	12,149,450.00	11,652,966.68
Expense									
Advertising	0.00	833.33	0.00	250.00	0.00	5,000.00	5,000.00	10,000.00	10,000.00
Dues & Subscriptions	0.00	416.67	0.00	375.00	2,500.00	2,500.00	0.00	5,000.00	2,500.00
Bank Service Charges	0.00	83.33	362.58	25.00	57.42	500.00	442.58	1,000.00	942.58
Cost of Assessment Collections	0.00	83.33	0.00	83.33	0.00	500.00	500.00	1,000.00	1,000.00
Insurance	0.00	583.33	0.00	375.00	0.00	3,500.00	3,500.00	7,000.00	7,000.00
Office Expenses	0.00	1,666.67	316.40	2,350.00	0.00	10,000.00	10,000.00	20,000.00	20,000.00
Rent	0.00	1,250.00	984.63	1,000.00	5,640.05	7,500.00	1,859.95	15,000.00	9,359.95
Storage of records	0.00	166.67	0.00	166.67	0.00	1,000.00	1,000.00	2,000.00	2,000.00
Total General Expense	0.00	5,083.33	1,663.61	4,625.00	8,197.47	30,500.00	22,302.53	61,000.00	52,802.53
Parking Lot Expenses									
Credit Card Fees	1,651.30	1,916.67	1,818.31	750.00	6,470.39	11,500.00	5,029.61	23,000.00	16,529.61
Parking Maintenance	2,200.00	2,916.67	2,125.00	200.00	6,386.03	17,500.00	11,113.97	35,000.00	28,613.97
Portable Toilets	8,760.00	7,500.00	7,299.99	666.67	36,638.92	45,000.00	8,361.08	90,000.00	53,361.08
Signage	958.50	41.67	0.00	150.00	1,863.75	250.00	(1,613.75)	500.00	(1,363.75)
Utilities	294.96	83.33	0.00	150.00	1,002.31	500.00	(502.31)	1,000.00	(2.31)
Sales Tax Expense	3,177.64	4,604.17	3,445.64	1,600.00	10,218.95	27,625.00	17,406.05	55,250.00	45,031.05
Total Parking Lot Expenses	17,042.40	17,062.50	14,688.94	3,516.67	62,580.35	102,375.00	39,794.65	204,750.00	142,169.65
Wages and Professional Fees									
Wages	23,438.19	23,512.50	11,576.98	10,041.67	136,814.07	141,075.00	4,260.93	282,150.00	145,335.93
Professional Fees	8,400.00	15,416.67	1,500.00	3,000.00	42,574.18	92,500.00	49,925.82	185,000.00	142,425.82
Total Wages and Professional Fees	31,838.19	38,929.17	13,076.98	13,041.67	179,388.25	233,575.00	54,186.75	467,150.00	287,761.75
Renourishment 2021/2022									
Project Expenses	30,097.81	1,168,790.42	0.00	48,750.00	10,431,152.13	7,012,742.50	(3,418,409.63)	14,025,485.00	3,594,332.87
Turtle Monitoring	0.00	0.00	0.00	0.00	20,300.00	0.00	(20,300.00)	0.00	(20,300.00)
Total Renourishment 2021/2022	30,097.81	1,168,790.42	0.00	48,750.00	10,451,452.13	7,012,742.50	(3,438,709.63)	14,025,485.00	3,574,032.87
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	78,978.40	1,229,865.42	29,429.53	69,933.34	10,701,618.20	7,379,192.50	(3,322,425.70)	14,758,385.00	4,056,766.80
Net Income	84,822.03	(217,411.25)	114,372.04	83,489.66	(10,205,134.88)	(1,304,467.50)	(8,900,667.38)	(2,608,935.00)	7,596,199.88

CEPD - GENERAL FUND
 Balance Sheet

	<u>March 31, 2022</u>	<u>March 31, 2021</u>
ASSETS		
Current Assets		
Checking/Savings		
BOTI Checking	\$ 653,188.73	\$ 824,304.13
Total Checking/Savings	<u>653,188.73</u>	<u>824,304.13</u>
Other Current Assets		
Due from Capital Projects Fund	116,116.29	-
Other	-	-
Total Other Current Assets	<u>116,116.29</u>	<u>-</u>
Total Current Assets	<u>769,305.02</u>	<u>824,304.13</u>
TOTAL ASSETS	<u>\$ 769,305.02</u>	<u>\$ 824,304.13</u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Accrued Liabilities	2,900.48	-
Due to Capital Projects Fund	-	275,965.71
Total Other Current Liabilities	<u>2,900.48</u>	<u>275,965.71</u>
Total Current Liabilities	<u>2,900.48</u>	<u>275,965.71</u>
Total Liabilities	2,900.48	275,965.71
Equity		
Fund Balance	347,944.30	113,298.69
Net Income	418,460.24	435,039.73
Total Equity	<u>766,404.54</u>	<u>548,338.42</u>
TOTAL LIABILITIES & EQUITY	<u>\$ 769,305.02</u>	<u>\$ 824,304.13</u>

CEPD - CAPITAL PROJECTS FUND
 Balance Sheet

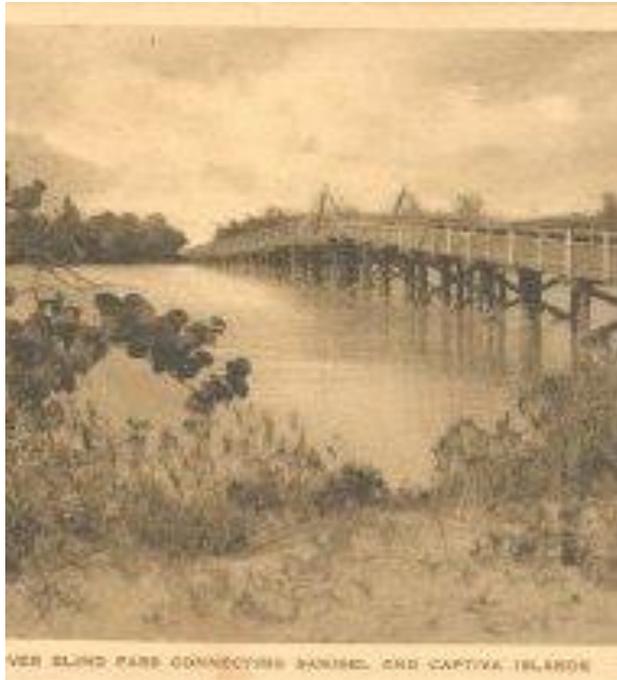
	<u>March 31, 2022</u>	<u>March 31, 2021</u>
ASSETS		
Current Assets		
Checking/Savings		
BOTI Checking	\$ 3,386,311.31	\$ 1,015,929.99
Fifth Third Pooled Checking		-
Fifth Third Investment Account	2,457,512.65	1,438,008.02
Fifth Third Treasury Bill #07	418,000.00	418,000.00
Fifth Third Treasury Bill #09	-	494,000.00
Fifth Third Treasury Bill #22	-	495,000.00
Sanibel Captiva Bank - CD	256,204.52	256,033.34
Total Current Assets	<u>6,518,028.48</u>	<u>4,116,971.35</u>
Other Current Assets		
Utility Deposit	300.00	300.00
Due From General Fund	-	275,965.71
Total Other Current Assets	<u>300.00</u>	<u>276,265.71</u>
Total Current Assets	<u>6,518,328.48</u>	<u>4,393,237.06</u>
TOTAL ASSETS	<u>\$ 6,518,328.48</u>	<u>\$ 4,393,237.06</u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Due to General Fund	\$ 116,116.29	\$ -
Equity		
Accumulated Reserves	3,673,395.00	2,879,784.00
Fund Balance	12,933,952.07	999,932.36
Net Income	(10,205,134.88)	513,520.70
Total Equity	<u>6,402,212.19</u>	<u>4,393,237.06</u>
TOTAL LIABILITIES & EQUITY	<u>\$ 6,518,328.48</u>	<u>\$ 4,393,237.06</u>

CAPTIVA EROSION PREVENTION DISTRICT RESERVE ACCUMULATIONS FISCAL YEAR ENDING 9/30/2022												
	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22
Beginning Balance	\$ 3,376,887	\$ 3,384,284	\$ 3,403,102	\$ 3,461,813	\$ 3,526,031	\$ 3,585,624	\$ 3,673,395	\$ 3,673,395	\$ 3,673,395	\$ 3,673,395	\$ 3,673,395	\$ 3,673,395
Reserves Transferred In												
Parking Revenue	360	11,780	51,674	57,180	52,556	80,733						
Operating Reserves	7,037	7,038	7,037	7,038	7,037	7,038						
Increase (Decrease) in Reserves	7,397	18,818	58,711	64,218	59,593	87,771	-	-	-	-	-	-
Total Accumulated Reserves	\$ 3,384,284	\$ 3,403,102	\$ 3,461,813	\$ 3,526,031	\$ 3,585,624	\$ 3,673,395						

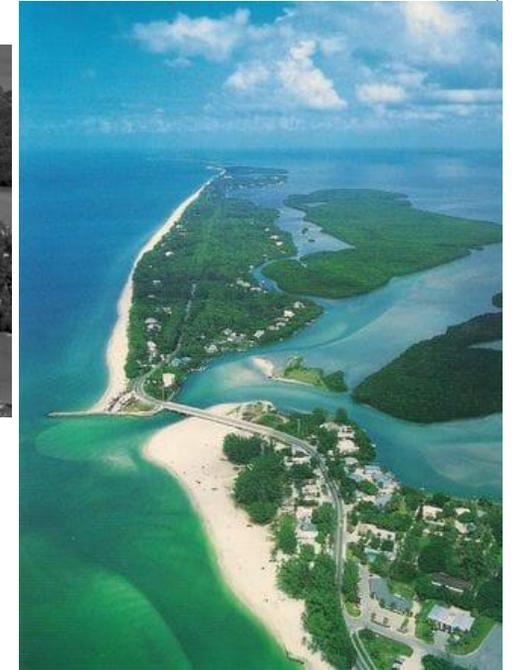


BLIND PASS CAPTIVA

Its history, grandeur and current metrics



VEN BLIND PARE CONNECYING BANING. ONE CAPTIVA ISLANDS



PICTURE HISTORY 1940 ..1958...LATE 69



Closed Pass 1998 to 2009

- It should never have taken 11 years from start to finish but it did ! It might have even gone longer if not for former district legislative Senator Mike Bennet insisting DEP get going on permitting now that all requirements were more than adequately met.
- Food for thought as we venture forth into the project of fortifying our bay waters to combat sea level rise .



VARIOUS STUDIES :
ERICKSON STUDY 2005

APTIM INLET MANAGEMENT STUDY 2018 UPDATE STUDY

FDEP BLIND PASS INLET MANAGEMENT PLAN 2019

VARIOUS MONITORING REPORTS

sampling of previous studies & News article regarding earlier natural sand bypass bar on gulf après last renourishment.

- <https://www.captivasanibel.com/2011/01/13/islanders-express-concerns-over-sudden-rapid-infill-of-blind-pass/>
- https://www.leegov.com/naturalresources/Documents/Blind%20Pass%20IMP_FINAL_08-2019%20.pdf
- https://www.leegov.com/naturalresources/Documents/Blind%20Pass%20Inlet%20Management%20Study_FINAL_August%202018.pdf
- <https://www.ericksonconsultingengineers.com/site//listing1-11389450046.pdf>
- https://www.leegov.com/naturalresources/Documents/1st%20Stakeholder%20Meeting_04-21-16.pdf
- <https://www.leegov.com/naturalresources/blind-pass-2016-inlet-management-plan-study>



CURRENT BYPASS SAND BAR APRIL 9 2022



- . Maintaining Blind Pass in an open state is an important factor contributing to enhanced flushing of the interior waterways of Captiva and Sanibel.
- **Current State of Blind Pass after the 2021 Beach re-nourishment:** As expected, Captiva’s beach sand migrates south towards the pass, contributing to the creation of natural sand bars along the opening of the pass, these “by-passing bars” are beneficial as they allow the new sand from Captiva to continue southward and reduce the filling inside of the pass. Additionally, the sand can continue its natural course south benefiting the beaches of Sanibel.
- **Maintenance Dredging Status:** Permit applications are already in process by the County with the various agencies. The County is currently monitoring the pass and will dredging will commence when the beach from the recent Captiva nourishment project stabilizes. The County stands ready to respond if the need to act sooner arises.



SEVERAL ADVOCATES FOR AN OPEN PASS.....OR
WHAT'S MY PERSONAL MOTIVATION!



THE END 😊



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

February 9, 2022

Daniel Munt, Technical Policy Director
Captiva Erosion Prevention District
11513 Andy Rosse Lane, Unit 4
Captiva, FL 33924

Re: Proposal for 2023-2024 LGFR Support

Dear Daniel:

This letter is in response to your request for a proposal for Aptim Coastal Planning & Engineering, LLC (APTIM) to assist the Captiva Erosion Prevention District (CEPD) with the completion of the 2023-2024 Florida Department of Environmental Protection's (FDEP) Local Government Funding Request (LGFR).

Scope of Work

APTIM will assist the CEPD with preparation of the 2023-2024 LGFR. All the elements of the projects as they apply to the 62B-36 Rule and the LGFR application and guidance document will be evaluated in order to establish the maximum FDEP ranking and achieve cost sharing opportunities where possible. The FDEP's ranking methodology document will serve as a guide for the responses we formulate on behalf of the CEPD. We will coordinate with CEPD and FDEP staff in the preparation of the document in order to account for the eligible funding. We will prepare the LGFR application and provide a draft to the CEPD for review and comment. Once all CEPD comments have been addressed, APTIM will submit the LGFR application to the FDEP on behalf of the CEPD.

Assumptions

No field investigations or re-evaluations of the current public access eligibility are assumed to be required in this scope of services.

Fee Proposal

The proposed work will be performed by APTIM as a Task Order under the terms and conditions of our Master Services Agreement dated October 17, 2012, (the "Agreement") (Exhibit A). The work proposed herein will be performed on an hourly basis as detailed in Exhibit B for a not-to-exceed (NTE) cost of \$15,134. Although this proposal is detailed by separable items and estimated by specific staff and categories, staff of APTIM will be used as needed to support the CEPD up to the NTE amount.

If you have any questions, please feel free to call or email. Thank you for the opportunity to serve the CEPD.

Sincerely,



Nicole S. Sharp, P.E.
Coastal Restoration & Modeling Program Manager
Aptim Coastal Planning & Engineering, LLC

CLIENT: Captiva Erosion Prevention District
Acknowledgement and Acceptance

cc: Erica E. Carr-Betts, APTIM

Authorized Representative Signature

Printed Name

Title

Date

EXHIBIT A

**APTIM COASTAL PLANNING & ENGINEERING, LLC
MASTER SERVICES AGREEMENT**

COASTAL PLANNING & ENGINEERING, INC.
MASTER SERVICES AGREEMENT

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

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services

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

2. Term

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

3. Compensation

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

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

4. Payment

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

b. **RESERVED.**

5. Taxes, Fees and Other Charges

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

6. Independent Contractor

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

7. Documentation, Records, Audit

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

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

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

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

8. Risks and Allocation

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

9. CPE Warranties, Representations and Covenants

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

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

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

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

10. Indemnities

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

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

11. RESERVED

12. RESERVED

13. Notice/Defense

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

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

14. Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT:

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

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

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

15. Insurance

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

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

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

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

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

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

16. Title to Intellectual Property

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

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

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

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

17. Intellectual Property Rights

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

18. Technology Fees

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

19. Confidentiality, Nondisclosure

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

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

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

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

20. Force Majeure

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

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

21. Affirmative Action

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

22. Notice

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

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

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

CLIENT

Captiva Erosion Prevention District

Post Office Box 365

Captiva Island, Florida 33924

Attn: District Administrator

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

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

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

23. Assignment

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

24. Disputes, Attorney Fees

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

25. CLIENT/CPE Representatives

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

26. Governing Law

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

27. Waiver of Terms and Conditions

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

28. Entire Agreement

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

29. Severability; Survival

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

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

30. RESERVED.

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

CAPTIVA EROSION PREVENTION DISTRICT ("CLIENT")

By: *James P. Boyle*

Title: CHAIRMAN

COASTAL PLANNING & ENGINEERING, INC.

By: *[Signature]*

Title: Vice President

ATTACHMENT: Exhibit 1 - Category Rate Schedule

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

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

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

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

EXHIBIT B

FEE PROPOSAL

FOR

2023-2024 LGFR SUPPORT

EXHIBIT B

**FEE PROPOSAL FOR
CAPTIVA EROSION PREVENTION DISTRICT
2023-2024 State Funding Support**

February 9, 2022

PREPARED BY:

Aptim Coastal Planning & Engineering, LLC (APTIM)

FEE PROPOSAL FOR
CAPTIVA EROSION PREVENTION DISTRICT
2023-2024 State Funding Support

TASK ITEM	DESCRIPTION	LABOR COSTS	DIRECT COSTS	TOTAL COST
1	Support for LGFR Preparation & Submittal	\$15,134	\$0	\$15,134
			TOTAL COSTS	\$15,134

**FEE PROPOSAL FOR
CAPTIVA EROSION PREVENTION DISTRICT**

2023-2024 State Funding Support

Task Item	Task Cost	<u>LABOR</u>			
		Senior Project Manager (Hours)	Coastal Engineer II (Hours)	GIS Operator (Hours)	Clerical (Hours)
1 Support for LGFR Preparation & Submittal	\$15,134	30	60	14	3
	Total Hours =	30	60	14	3
	Rate =	\$195	\$128	\$100	\$68
	Cost =	\$5,850	\$7,680	\$1,400	\$204

TOTAL LABOR COST = \$15,134

FEE PROPOSAL FOR
CAPTIVA EROSION PREVENTION DISTRICT
2023-2024 State Funding Support

LABOR RATES (HOURLY)	2015
Principal Engineer	\$215
Senior Project Manager	\$195
Project Manager/Senior Coastal Engineer	\$164
Program Manager	\$146
Coastal Engineer III	\$146
Coastal Engineer II	\$128
Coastal Engineer I	\$105
Coastal Modeler	\$128
Professional Surveyor & Mapper	\$164
Certified Inshore Hydrographer	\$157
Hydrographer	\$125
Project Surveyor	\$109
Surveyor	\$98
Technician/Survey Technician	\$85
Boat Captain	\$92
Senior Marine Biologist	\$136
Project Marine Biologist	\$125
Marine Biologist II	\$109
Marine Biologist I	\$92
Professional Geologist	\$136
Project Geologist	\$125
Geologist II	\$115
Geologist I	\$95
Senior CAD Operator	\$136
CAD Operator	\$100
GIS Operator	\$100
Bookkeeper	\$74
Clerical	\$68
EQUIPMENT RATES (DAILY)	
Survey Boat 24'	\$790
Truck (Road Use per mile)	\$0.57
RTK GPS	\$495
GPS Integrated Underwater Video Camera	\$435
SCUBA Tanks (Nitrox)	\$19
Dive Equipment and Insurance	\$75
Heave, Pitch & Roll Compensator	\$215
Speed of Sound Velocity Meter	\$63
Hypack/ Hysweep Navigation System	\$260
Odom Hydrotrac Sounder	\$165
Edgetech X-Star Chirp Seismic System	\$1,150
Thermal Seismic Printer	\$130
Edgetech Sidescan Sonar System	\$695
G-881 Magnetometer	\$215
Enclosed 18' Trailer	\$78
Level	\$65
Digital Camera	\$10
John Deer Gator	\$105
Sonar Wizard Seismic Data Processing Package	\$155
Subconsultant Handling Fee	1.05

Probability Sea Level Will Be Within Specific Range	50%	17-83%	5-95%	0.5-99.5%	99.90%
Year	(FEET*)	(FEET*)	(FEET*)	(FEET*)	(FEET*)
2030	0.6	0.4-0.7	0.3-0.8	0.2-1	1.0
2050	1.1	0.8-1.3	0.7-1.5	0.5-1.9	2.5
2100	2.8	2-3.6	1.5-4.4	0.8-6.6	9.5
IPCC Terms		Likely	Very Likely	Virtually Certain	
Rough Estimates of Probability	NOAA Low <40%	NOAA Intermediate Low @75%	NOAA Intermediate @90%	NOAA Intermediate High @98%	NOAA High @99.9+

Summer Hiatus

	May	June	July	August	September
Chairman Silvia			Off Island		Off Island
Vice Chairman Miville		Off Island	Off Island	Off Island	
Treasurer Pyle			Off Island	Off Island	Off Island
Commissioner Walter					
Commissioner Laird	Off Island				

 Off Island During a Board Meeting
 On Island

DATE: 3/31/2022

Address P.O. Box 839, Sanibel, Florida 33957
Phone 239-472-3984 Fax 239-472-6421

Bill To:
Captiva Erosion Prevention District
P.O. Box 365
Captiva, FL 33924

For:
Captiva Island Nourishment
2022 Sea Turtle Monitoring

DESCRIPTION	AMOUNT
Sea turtle post-renourishment monitoring in 2022 at \$140 per day <ul style="list-style-type: none"><li data-bbox="183 888 740 919">• Daily from April 15 - October 31 (199 days)	\$27,860.00
Report preparation	\$900.00
TOTAL	\$28,760.00

Make all checks payable to **Sanibel-Captiva Conservation Foundation**
If you have any questions concerning this invoice, contact:
James Evans at (239) 472-2329 or james.evans@sccf.org

THANK YOU!

Sebastian Inlet District Phone Conversation Topics

Leadership and Management Philosophy – James and I spoke of leadership and management philosophy. Our districts staff practice a very similar take in leadership styles. The directors of both districts are completely opposed to micromanagement. James indicated that micromanagement is both inefficient and stifles the creativity of staff. He was very clear that, in short, the role of the board members are to set policy and budgets, the role of the executive director is to collaborate with the board, and the role of the staff members are to execute the plans.

Office Efficiency

The conversation then shifted to office efficiency. James explained that his role is to act as the registered agent for the district and that he is the staff member who reports to the board. His core responsibility is checks and balances. He stated that he provides extremely limited supervision to staff but is always there for guidance and development when necessary. He works with the consultants to develop contracts, work orders, and manage projects.

The conversation continued to discuss the HR practices of the office. He indicated that, in general, their office uses Brevard County HR Manual for benefits, days off, and procurement. He also stated that from time to time they reference to the Indian River County HR Manual as well. He asked about the benefits that are provided to the employees of the CEPD, and was very surprised to learn that the CEPD only offers a stipend to its employees, rather than benefits. I informed him of the amount of stipend, and he felt that it was a bit of a low number, but did not elaborate.

Functional Organization Chart

James and I discussed the functional organization chart. He indicated that, if this were his office, he would tie the social media coordinator to the director of operations and tie the legislative administrative aide to the administrative director. He indicated that there should be a reference to the CEPD's legal counsel, that should be linked directly to the commissioners.

In review of the individual responsibilities, he noted that there should be a separation of tasks for contract qualification versus contract evaluation to eliminate any perceived conflicts of interest. He stated that this could be done by the executive director. Additionally, he indicated that communication from the board should come to the executive director and then be filtered from the executive director to the staff members. To support this, he indicated that the topic of commissioner support should be removed from the role under the administrative director.

When asked if the total number of staff members seemed appropriate, he did not give a direct answer. He stated that the number of staff members did not matter, so long as the executive director did not exceed the budget set forth by the board of commissioners. He stated that the commissioners should only dictate policy, and the budget, not staff numbers or responsibilities – this is the role of the executive director.

Minutes

I spoke with James regarding their monthly meetings. He said they typically run about an hour and a half to two hours. I asked him how they handle their minutes. They were very much in line with our method, with the exception that they do not summarize presentations to the board, but rather to refer to the

presentation itself so as to not alter the message of the presentation. Additionally, they do not engage in zoom meetings. They only provide audio recordings of their meetings. The conversation ended at this point, as both he and I had previous commitments to attend to.