

November Monthly CEPD Board Meeting



CEPD November 2021 Board Meeting

Table of Contents

Board Meeting Agenda	1
Minutes	3
October 11, 2021 minutes	3
October Financials	9
Board Vacancy.....	16
SOP for Commissioner Resignation	16
SOP for Commissioner Appointment.....	19
2022 Board Meeting and Workshop Dates.....	29
Lee County Interlocal Agreement	30
Abstract FSBPA Tech Conference.....	68



Board Meeting Agenda

Date: Monday November 8th, 2021

Time: 1:00 P.M.

Location: 11513 Andy Rosse Ln, Ste 4, Captiva, Florida 33924

Via Zoom: <https://us02web.zoom.us/j/86358350263>

Webinar ID: 863 5835 0263

Telephone: +1 646 558 8656

1. Call to Order

2. Roll Call

3. Approval of Minutes

Oct 11, 2021 Board Meeting

4. Public Comments – Limit 3 minutes per person

5. Financial Reports

A. October Financials

6. Old Business

A. Project Update



7. New Business

- A. Board Vacancy
- B. Confirm Board Meetings and Workshop Dates
- C. Lee County Interlocal Agreement
- D. Coastal Resiliency/Plan with Aptim

8. Administrative Report

- A. Dredge Boat Ride
- B. Annual Economist Study
- C. Abstract FSBPA Tech Conference
- D. Executive Director Performance Review

9. Commissioners' Comments

10. 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
October Board Meeting
Monday, October 11th, 2021
Tween Waters Inn, Ding Darling Room
15951 Captiva Drive
Captiva, Florida 33924
Public Attendance via Zoom

1. Call to Order

- Chairman Miville called to order the October Board meeting of the Captiva Erosion Prevention District (CEPD) at approximately 1:00 pm on October 11th, 2021. Due to him being remote, he asked Treasurer Pyle to act as chairman for the meeting. Treasurer Pyle then called the meeting to order from the meeting site.

2. Roll Call

- Secretary Kaiser motioned to authorize Chairman Miville and Commissioner Mullins to appear remotely. Chairman Miville seconded the motion. Discussion was invited and Commissioner Mullins asked if Vice Chairman Silvia was present. His concern was not having a quorum since there were not three commissioners present. Executive Director Nelson asked attorney Ralph Brookes to please speak on the matter. Attorney Brookes stated that we would continue the meeting even though we did not have a physical quorum and that we could continue with the meeting and have discussion items. If there were any votes needed to be taken, we could take them and then ratify them at the next meeting. The only issues we had were within CEPD house and there is no state law that requires a physical quorum for that. A vote was held. The motion passed unanimously
 - In favor: Chairman Miville, Secretary Kaiser, Treasurer Pyle, Commissioner Mullins
- The following persons were in attendance:
 - CEPD Commissioners:
 - Seat 1, Harry Kaiser, Secretary
 - Seat 2, Richard Pyle, Treasurer
 - Seat 3, Rene Miville, Chairman
 - Seat 4, John Silvia, Vice Chairman (computer issues-missed roll call)
 - Seat 5, Michael Mullins, Commissioner
 - CEPD Staff:

- Jennifer Nelson, Executive Director
- Daniel Munt, Technical Policy Director
- Lindsey Ford, Legislative Administrative Aide
- Ralf Brookes, CEPD Attorney
- CEPD Engineers:
 - Nicole Sharp, APTIM
- Public
 - Carolyn Weaver
- Becker
 - Nicholas Matthews

3. Approval of Minutes

- September 13th, 2021 Board Meeting, September 13th, 2021 Tentative Budget meeting, and October 2nd, 2021 Final TRIM Budget meeting
 - Secretary Kaiser motioned to dispense the reading of and to approve the minutes of the September 13th, 2021 Board meeting, the September 13th, 2021 Tentative Budget meeting, and the October 2nd, 2021 Final TRIM Budget meeting. Chairman Miville seconded the motion. Discussion was invited. A vote was held, and the motion passed unanimously.
 - In Favor: Secretary Kaiser, Treasurer Pyle, Chairman Miville, Commissioner Mullins
 - Not Present: Vice Chairman Silvia

4. Changes to the Agenda

- Executive Director Nelson requested we change item 8B on the agenda. She had just received a message before the meeting started that Carrie Schuman with SCCF would not be able to attend due to being sick. She suggested we have her attend another meeting or create a workshop with her at a later date.
- Secretary Kaiser made the motion to change the agenda per Director Nelson's request. Commissioner Mullins seconded the motion. The motion passed unanimously.

5. Public Comments – Limit 3 minutes per person

- Public comment was invited.
- No public comments

6. Financial Reports

- September Financials
 - Treasure Pyle gave an update on the budget. He stated that the end of fiscal year reports showed our finances were a little ahead of where we thought they may be due to the renourishment project. He then said after reviewing the financials everything looked good and there were no surprises.

7. Old Business

- Carolyn Weaver

- Treasurer Pyle mentioned that Carolyn Weaver had filed a suit against us in small claims court. He then turned it over to Director Nelson for more information. Director Nelson then stated she wanted to have attorney Brookes go over the case and the next steps. Attorney Brookes said we received a summons for a small claim's lawsuit in Lee county. We were set for mediation via zoom on November 24th, 2021 at 8:30 AM. We would need someone to attend from our agency as well as attorney Brookes. Carolyn Weaver was on the meeting and Treasure Pyle asked her if she wanted to give her presentation. Carolyn Weaver stated she was looking for payment for \$4,000 which was for the 14-day notice that was in her contract that she never received. She said that she believed in her emails it showed that there was a contract. She filed a suit because she felt like she kept getting pushed off by us at the board meetings. Secretary Kaiser mentioned that we had a lawyer and thought this was taken care of. Attorney Brookes said that was for a case before this situation and that he will represent us in small claims, but there was nothing else in court before for this matter. Attorney Brookes also stated that Carolyn had a contract with Hans Wilson but not with CEPD. However, he believed that the issue Carolyn Weaver had was that it didn't matter if she worked the fourteen days after turning over the job or not, it was in her contract to have them. He said we could then discuss if we could settle this today or in mediation. Commissioner Mullins stated a contract was offered to her and she was paid for the 14 days and more, but Carolyn Weaver did not like the terms of the new contract at working 5 days a week. He did say that even though she was paid, this was a nuisance suit and he suggested we cut her request of \$4,000 in half and offer her \$2,000. Chairman Miville asked attorney Brookes why Carolyn was not going after Hans since they had a contract. Commissioner Mullins then stated that the contract with Hans had terminated and since she was subcontracted through him, they wanted to make a contract directly with CEPD. Commissioner Mullins made a motion to pay Carolyn Weaver \$2,000. Secretary Kaiser seconded the motion. Discussion was held. Motion was passed 3 to 2. Carolyn Weaver was asked if she would accept the \$2,000 settlement. Carolyn Weaver said she wanted to have the offer in writing so she could make her decision and made some statements for clarification on her side of things. Commissioner Mullins then asked attorney Brookes if he could make a new motion to withdraw his motion because he didn't want to keep going through this as it seemed Carolyn wanted to keep dragging this on. Secretary Kaiser stated he wanted this to be over and to ask Carolyn again if she accepted this offer or if she wanted to settle in court. Carolyn Weaver accepted the \$2,000 offer and said she will withdraw her claim in court. She was told she will receive the letter and check in the mail.
- Vote for motion by Commissioner Mullins to pay Carolyn Weaver \$2,000
 - In Favor: Vice Chairman Silvia, Secretary Kaiser, Commissioner Mullins
 - Opposed: Chairman Miville, Treasurer Pyle

- Tourist Development Tax Funding Grant-Beach Park Maintenance
- Tourist Development Tax Funding Grant- Alison Hagerup Parking Lot Upgrades
 - Executive Director Nelson went over the grants that we had applied for right after she started. We were awarded \$127,500 for parking lot maintenance and paying the attendants and maintenance of the lot. We were also awarded \$231,000 for parking lot engineering upgrades. If this is the direction we decide to move forward with, we have the funds to do so. Commissioner Mullins asked if this covered what we were paying for the port a potty. Director Nelson let him know that it does cover all those expenses. Commissioner Mullins brought up purchases made by previous staff that were not done in the right way. He just wanted to make sure if upgrades to the lot are made, to make sure we have a detailed list of items and costs. Also, that we follow the chain of order as far as going to current treasurer to approve anything. Executive Director Nelson also stated we cleaned the bathrooms one time during the parking lot closure, due to people not following directions and using them.
- Beach Renourishment Update
 - Technical Director Munt gave his beach renourishment update. Nicole Sharpe from APTIM was also present and gave an update on the dune plantings. We have ordered 350,000 plants and once they start planting them, we will know if we have too many. Commissioner Mullins asked what we do if residents do not want the dune plantings in their yards. Nicole Sharpe said that the contractor will walk ahead and decide where the plants will go. If residents have any issue, they can let us know and we can skip an area if they need to. Technical Director Munt concluded the update with information from Kelly Sloan from SCCF about the turtle nests. He discussed the nests that were moved as well as any that were still incubating. SCCF is continuing their research on the matter.

8. New Business

- State Lobbyist Proposal
 - Executive Director Nelson asked Chairman Miville to introduce Nicholas Matthews from Becker since he was in attendance with them at a previous workshop. Chairman Miville discussed his approval of Becker and how impressed he was with them. Commissioner Mullins asked how we track what they are doing for us and not just if they are collecting money. Chairman Miville agreed and made a motion to hire Becker based on an acceptance of an MOU. Stating that we will not sign unless there is an approved contact. Secretary Kaiser seconded the motion. Discussion was then held. Nicholas Matthews from Becker went over how he would track beach funding at the state level and making sure CEPD would get enough of that money. He then said that there is now resiliency funding that they want to lobby on and make it easier for us to get access to that money. Especially since we are a special district, we should be able to be an applicant and they are lobbying for those changes. They will report to us when they speak with them and what resolutions they receive. They will

also help us with local bills that will travel up to Tallahassee. Commissioner Mullins stated that we already pay lobby fees to FSBPA and they monitor already if we need to fill out any local funding paperwork. We also have help from APTIM making sure that all of that is followed. He wanted to know if we needed more help from them and what else they would provide. Nicholas Matthews went over any additional help they would be. As far as lobbying harder for us to have access to money that we could not get on our own. Chairman Miville asked how they could find us more grants if we already had others, such as APTIM helping us get those grants. Nicholas Matthews stated that our district would discuss different projects we would apply for and that they would just make sure we had all the help and planning we needed to get those grants. He then said that right now there is a half a billion dollars over the next few years sitting at the state level that we cannot apply for as a special district due to an oversight in the way it was written. They want to make sure we can fix that and become eligible for that money. Commissioner Mullins brought up the fact that we did not have a physical quorum and would we be able to vote on this. Chairman Miville said we could vote on it and then it would just have to be ratified. Commissioner Mullins then said he wanted them to get a contract together for the next meeting with specifics and then we would vote on it at the next meeting. A vote for the motion was held and passed unanimously.

- In Favor: Chairman Miville, Vice Chairman Silvia, Secretary Kaiser, Treasurer Pyle, Commissioner Mullins

9. Administrative Report

- Staffing Changes
 - Executive Director Nelson stated Lindsey Ford was a part time employee in the office that they wanted to keep as well as add another full-time person, James Elston, for John's former position. She noted the changes she made in his contract as well as the savings we still had from the previous contract for that person. The board went over the verbiage of the contract and asked for clarification on vacation policy. Commissioner Mullins asked if they could just clear up specifics on time off being accrued. Executive Director Nelson said they would fix that and then she wanted clarification that she had the rights to hire without permission as stated in her contract as long as it was within the approved budget from the board. Commissioner Mullins agreed that Executive Director Nelson had the permission to hire staff on her own as long as it stayed within the allotted approved budget from the board. He then asked if there was any other items he needed to be present for as he needed to leave.
 - DNS Port
 - Executive Director Nelson let the commissioners know that we would be switching over to Microsoft to help us keep things flowing in the office easier. This would switch our emails over as well.
 - Dredge Boat Ride

- Executive Director Nelson discussed the boat ride they took out to look at the dredge site with Congressman Donaldson as well as members from SCCF and the Mayor of Sanibel, Holly Smith, and Nicole Sharpe from APTIM. This was to educate everyone on the project and let them see how it was progressing.
- ILA with Lee County
 - Executive Director Nelson let the board know that the board of county Commissioners would be voting on the amount of money they would be giving to the CEPD and an additional million we are hoping to get. That meeting takes places on October 19th, 2021.

10. Commissioner's Comments

- Secretary Kaiser mentioned how well the project is going and how nice everything was coming together.

11. Adjournment

- Treasurer Pyle moves to adjourn the meeting. Chairman Miville seconds the motion. The meeting was adjourned.

2:54 PM
 11/3/2021
 Prepared by: JS

Captiva Erosion Prevention District
 General Fund - Budget Performance Summary
 For the One Month Ended October 31, 2021

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - October '21	Budget - October '21	Actual - October '20	Budget - October '20	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense									
Income									
Ad Valorem Tax	\$ 73.25	\$ 54,245.75	\$ 617.89	\$ 55,246.50	\$ 73.25	\$ 54,245.75	\$ (54,172.50)	\$ 650,949.00	\$ 650,875.75
Interest Income	0.00	12.50	2.87	125.00	0.00	12.50	(12.50)	150.00	150.00
Other Income	5,633.36	416.67	5,076.36	312.50	5,633.36	416.67	5,216.69	5,000.00	(633.36)
Total Income	5,706.61	54,674.92	5,697.12	55,684.00	5,706.61	54,674.92	(48,968.31)	656,099.00	650,392.39
Expense									
Administrative Expenses	16,615.53	7,312.50	3,696.86	4,541.67	16,615.53	7,312.50	(9,303.03)	87,750.00	71,134.47
Cost of Collecting Ad Valorem	4,485.82	1,625.00	4,346.46	1,375.00	4,485.82	1,625.00	(2,860.82)	19,500.00	15,014.18
Wages	5,659.92	14,666.67	6,179.91	10,041.67	5,659.92	14,666.67	9,006.75	176,000.00	170,340.08
Professional Fees	2,771.25	3,416.67	4,925.00	3,000.00	2,771.25	3,416.67	645.42	41,000.00	38,228.75
Reserves Transfer	7,037.50	7,037.50	7,037.50	7,037.50	7,037.50	7,037.50	0.00	84,450.00	77,412.50
Total Expense	36,570.02	34,058.33	26,185.73	25,995.84	36,570.02	34,058.33	(2,511.69)	408,700.00	372,129.98
Net Income	<u>\$ (30,863.41)</u>	<u>\$ 20,616.58</u>	<u>\$ (20,488.61)</u>	<u>\$ 29,688.16</u>	<u>\$ (30,863.41)</u>	<u>\$ 20,616.58</u>	<u>\$ (51,479.99)</u>	<u>\$ 247,399.00</u>	<u>\$ 278,262.41</u>

Captiva Erosion Prevention District
General Fund - Budget Performance Detail
For the One Month Ended October 31, 2021

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - October '21	Budget - October '21	Actual - October '20	Budget - October '20	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense									
Income									
Ad Valorem Tax	73.25	54,245.75	617.89	55,246.50	73.25	54,245.75	(54,172.50)	650,949.00	650,875.75
Interest Income	0.00	12.50	2.87	125.00	0.00	12.50	(12.50)	150.00	150.00
Other Income	5,633.36	416.67	5,076.36	312.50	5,633.36	416.67	5,216.69	5,000.00	(633.36)
Total Income	5,706.61	54,674.92	5,697.12	55,684.00	5,706.61	54,674.92	(48,968.31)	656,099.00	650,392.39
Expense									
Administrative Expenses									
Advertising	1,023.87	833.33	0.00	250.00	1,023.87	833.33	(190.54)	10,000.00	8,976.13
Bank Service Charges	334.28	83.33	20.00	25.00	334.28	83.33	(250.95)	1,000.00	665.72
Board Meeting Expenses	0.00	83.33	0.00	83.33	0.00	83.33	83.33	1,000.00	1,000.00
Copier Lease Expense	109.56	62.50	227.56	75.00	109.56	62.50	(47.06)	750.00	640.44
Dues and Subscriptions	669.00	416.67	175.00	375.00	669.00	416.67	(252.33)	5,000.00	4,331.00
General Insurance	9,736.00	583.33	0.00	375.00	9,736.00	583.33	(9,152.67)	7,000.00	(2,736.00)
Newsletter Expense	0.00	500.00	0.00	150.00	0.00	500.00	500.00	6,000.00	6,000.00
Office Expense	1,154.53	1,666.67	482.38	375.00	1,154.53	1,666.67	512.14	20,000.00	18,845.47
Postage	0.00	41.67	0.00	83.33	0.00	41.67	41.67	500.00	500.00
Rent Expense	1,509.96	1,250.00	969.37	1,166.67	1,509.96	1,250.00	(259.96)	15,000.00	13,490.04
Repairs	0.00	83.33	0.00	125.00	0.00	83.33	83.33	1,000.00	1,000.00
Telephone	283.96	208.33	277.20	166.67	283.96	208.33	(75.63)	2,500.00	2,216.04
Travel and Per Diem	766.64	625.00	0.00	625.00	766.64	625.00	(141.64)	7,500.00	6,733.36
Utilities	268.01	208.33	209.65	166.67	268.01	208.33	(59.68)	2,500.00	2,231.99
Website & Computer Maintenance	759.72	666.67	1,335.70	500.00	759.72	666.67	(93.05)	8,000.00	7,240.28
Total Administrative expenses	16,615.53	7,312.50	3,696.86	4,541.67	16,615.53	7,312.50	(9,303.03)	87,750.00	71,134.47
Wages and Professional Fees									
Wages	5,659.92	14,666.67	6,179.91	10,041.67	5,659.92	14,666.67	9,006.75	176,000.00	170,340.08
Professional Fees	2,771.25	3,416.67	4,925.00	3,000.00	2,771.25	3,416.67	645.42	41,000.00	38,228.75
Total Legal and Professional Fees	8,431.17	18,083.33	11,104.91	13,041.67	8,431.17	18,083.33	9,652.16	217,000.00	208,568.83
Cost of Collecting Ad Valorem									
Property Tax Appraiser Fees	4,485.82	458.33	4,346.46	333.33	4,485.82	458.33	(4,027.49)	5,500.00	1,014.18
Tax Collector Commissions	0.00	1,166.67	0.00	1,041.67	0.00	1,166.67	1,166.67	14,000.00	14,000.00
Total Cost of Collecting Ad Valorem	4,485.82	1,625.00	4,346.46	1,375.00	4,485.82	1,625.00	(2,860.82)	19,500.00	15,014.18
Reserves									
Operating Reserves Transfers	7,037.50	7,037.50	7,037.50	7,037.50	7,037.50	7,037.50	0.00	84,450.00	77,412.50
Total Expense	36,570.02	34,058.33	26,185.73	25,995.84	36,570.02	34,058.33	(2,511.69)	408,700.00	372,129.98
Net Income	<u>\$ (30,863.41)</u>	<u>\$ 20,616.58</u>	<u>\$ (20,488.61)</u>	<u>\$ 29,688.16</u>	<u>\$ (30,863.41)</u>	<u>\$ 20,616.58</u>	<u>\$ (51,479.99)</u>	<u>\$ 247,399.00</u>	<u>\$ 278,262.41</u>

Captiva Erosion Prevention District
 Capital Projects Fund - Budget Performance Summary
 For the One Month Ended October 31, 2021

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - October '21	Budget - October '21	Actual - October '20	Budget - October '20	YTD Actual	YTD Budget	YTD Variance	Tentative Budget	Residual Budget
Ordinary Income/Expense									
Income									
Grant Income	\$ -	\$ 932,250.00	\$ -	\$ 77,035.50	\$ -	\$ 932,250.00	\$ (932,250.00)	\$ 11,187,000.00	\$ 11,187,000.00
Interest Income	400.67	2,250.00	16.39	2,083.33	400.67	2,250.00	(1,849.33)	27,000.00	26,599.33
Other Miscellaneous Income	0.00	83.33	176.73	0.00	0.00	83.33	(83.33)	1,000.00	1,000.00
Parking Lot Revenue	360.00	70,833.33	54,140.00	41,666.67	360.00	70,833.33	(70,473.33)	850,000.00	849,640.00
Reserves - General	7,037.50	7,037.50	7,037.50	7,220.83	7,037.50	7,037.50	0.00	84,450.00	77,412.50
Special Assessments	0.00	0.00	2,474.88	25,416.67	0.00	0.00	0.00	0.00	0.00
Total Income	7,798.17	1,012,454.17	63,845.50	153,423.00	7,798.17	1,012,454.17	(1,004,656.00)	12,149,450.00	12,141,651.83
Expense									
General Expenses	1,190.31	5,083.33	7,303.63	4,625.00	1,190.31	5,083.33	3,893.02	61,000.00	59,809.69
Parking Lot	5,507.64	17,062.50	14,266.52	6,350.00	5,507.64	17,062.50	11,554.86	204,750.00	199,242.36
Wages	12,397.60	23,512.50	5,437.50	9,833.33	12,397.60	23,512.50	11,114.90	282,150.00	269,752.40
Professional Fees	4,271.25	15,416.67	4,925.00	15,666.67	4,271.25	15,416.67	11,145.42	185,000.00	180,728.75
Renourishment 2021/2022	5,820,310.00	1,168,790.42	3,000.00	17,455.33	5,820,310.00	1,168,790.42	(4,651,519.58)	14,025,485.00	8,205,175.00
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	5,843,676.80	1,229,865.42	34,932.65	53,930.33	5,843,676.80	1,229,865.42	(4,613,811.38)	14,758,385.00	8,914,708.20
Net Income	<u>\$ (5,835,878.63)</u>	<u>\$ (217,411.25)</u>	<u>\$ 28,912.85</u>	<u>\$ 99,492.67</u>	<u>\$ (5,835,878.63)</u>	<u>\$ (217,411.25)</u>	<u>\$ (5,618,467.38)</u>	<u>\$ (2,608,935.00)</u>	<u>\$ 3,226,943.63</u>

Captiva Erosion Prevention District
Capital Projects Fund - Budget Performance Detail
For the One Month Ended October 31, 2021

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - October '21	Budget - October '21	Actual - October '20	Budget - October '20	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense									
Income									
Grant Income - Local	\$ -	\$ 488,083.33	\$ -	\$ 72,368.83	\$ -	\$ 488,083.33	\$ (488,083.33)	\$ 5,857,000.00	\$ 5,857,000.00
Grant Income - State	0.00	344,166.67	0.00	4,666.67	0.00	344,166.67	(344,166.67)	4,130,000.00	4,130,000.00
Grant Income - Federal (FEMA)	0.00	100,000.00	0.00	0.00	0.00	100,000.00	(100,000.00)	1,200,000.00	1,200,000.00
Interest Income	400.67	2,250.00	16.39	2,083.33	400.67	2,250.00	(1,849.33)	27,000.00	26,599.33
Other Miscellaneous Revenues	0.00	83.33	176.73	0.00	0.00	83.33	(83.33)	1,000.00	1,000.00
Parking Lot Revenue	360.00	70,833.33	54,140.00	41,666.67	360.00	70,833.33	(70,473.33)	850,000.00	849,640.00
General Reserves	7,037.50	7,037.50	7,037.50	7,220.83	7,037.50	7,037.50	0.00	84,450.00	77,412.50
Special Assessments Principal	0.00	0.00	2,474.88	25,416.67	0.00	0.00	0.00	0.00	0.00
Total Income	7,798.17	1,012,454.17	63,845.50	153,423.00	7,798.17	1,012,454.17	(1,004,656.00)	12,149,450.00	12,141,651.83
Expense									
Advertising	0.00	833.33	0.00	250.00	0.00	833.33	833.33	10,000.00	10,000.00
Dues & Subscriptions	0.00	416.67	6,000.00	375.00	0.00	416.67	416.67	5,000.00	5,000.00
Bank Service Charges	0.00	83.33	0.00	25.00	0.00	83.33	83.33	1,000.00	1,000.00
Cost of Assessment Collections	0.00	83.33	0.00	83.33	0.00	83.33	83.33	1,000.00	1,000.00
Insurance	0.00	583.33	0.00	375.00	0.00	583.33	583.33	7,000.00	7,000.00
Office Expenses	0.00	1,666.67	188.36	2,350.00	0.00	1,666.67	1,666.67	20,000.00	20,000.00
Rent	1,190.31	1,250.00	969.36	1,000.00	1,190.31	1,250.00	59.69	15,000.00	13,809.69
Storage of records	0.00	166.67	145.91	166.67	0.00	166.67	166.67	2,000.00	2,000.00
Total General Expense	1,190.31	5,083.33	7,303.63	4,625.00	1,190.31	5,083.33	3,893.02	61,000.00	59,809.69
Parking Lot Expenses									
Credit Card Fees	1,016.38	1,916.67	1,966.27	750.00	1,016.38	1,916.67	900.29	23,000.00	21,983.62
Parking Maintenance	1,735.00	2,916.67	7,349.50	3,033.33	1,735.00	2,916.67	1,181.67	35,000.00	33,265.00
Portable Toilets	262.50	7,500.00	0.00	666.67	262.50	7,500.00	7,237.50	90,000.00	89,737.50
Signage	79.88	41.67	0.00	150.00	79.88	41.67	(38.21)	500.00	420.12
Utilities	0.00	83.33	233.00	150.00	0.00	83.33	83.33	1,000.00	1,000.00
Sales Tax Expense	2,413.88	4,604.17	4,717.75	1,600.00	2,413.88	4,604.17	2,190.29	55,250.00	52,836.12
Total Parking Lot Expenses	5,507.64	17,062.50	14,266.52	6,350.00	5,507.64	17,062.50	11,554.86	204,750.00	199,242.36
Wages and Professional Fees									
Wages	12,397.60	23,512.50	5,437.50	9,833.33	12,397.60	23,512.50	11,114.90	282,150.00	269,752.40
Professional Fees	4,271.25	15,416.67	4,925.00	15,666.67	4,271.25	15,416.67	11,145.42	185,000.00	180,728.75
Total Wages and Professional Fees	16,668.85	38,929.17	10,362.50	25,500.00	16,668.85	38,929.17	22,260.32	467,150.00	450,481.15
Renourishment 2021/2022									
Project Expenses	5,678,340.00	1,168,790.42	3,000.00	0.00	5,678,340.00	1,168,790.42	(4,509,549.58)	14,025,485.00	8,347,145.00
Turtle Monitoring	141,970.00	0.00	0.00	17,455.33	141,970.00	0.00	(141,970.00)	0.00	(141,970.00)
Total Renourishment 2021/2022	5,820,310.00	1,168,790.42	3,000.00	17,455.33	5,820,310.00	1,168,790.42	(4,651,519.58)	14,025,485.00	8,205,175.00
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	5,843,676.80	1,229,865.42	34,932.65	53,930.33	5,843,676.80	1,229,865.42	(4,613,811.38)	14,758,385.00	8,914,708.20
Net Income	(5,835,878.63)	(217,411.25)	28,912.85	99,492.67	(5,835,878.63)	(217,411.25)	(5,618,467.38)	(2,608,935.00)	3,226,943.63

CEPD - GENERAL FUND
 Balance Sheet

	<u>October 31, 2021</u>	<u>October 31, 2020</u>
ASSETS		
Current Assets		
Checking/Savings		
BOTI Checking	\$ 313,892.44	\$ 91,833.61
Total Checking/Savings	<u>313,892.44</u>	<u>91,833.61</u>
Other Current Assets		
Due from Capital Projects Fund	9,684.30	-
Total Other Current Assets	<u>9,684.30</u>	<u>-</u>
Total Current Assets	<u>323,576.74</u>	<u>91,833.61</u>
TOTAL ASSETS	<u>\$ 323,576.74</u>	<u>\$ 91,833.61</u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable	\$ -	\$ 7,182.65
Other Current Liabilities		
Due to Capital Projects Fund	-	2,871.99
Total Other Current Liabilities	<u>-</u>	<u>2,871.99</u>
Total Current Liabilities	<u>-</u>	<u>10,054.64</u>
Total Liabilities	-	10,054.64
Equity		
Fund Balance	354,440.15	102,267.58
Net Income	(30,863.41)	(20,488.61)
Total Equity	<u>323,576.74</u>	<u>81,778.97</u>
TOTAL LIABILITIES & EQUITY	<u>\$ 323,576.74</u>	<u>\$ 91,833.61</u>

CEPD - CAPITAL PROJECTS FUND
 Balance Sheet

	<u>October 31, 2021</u>	<u>October 31, 2020</u>
ASSETS		
Current Assets		
Checking/Savings		
BOTI Checking	\$ 13,466,552.72	\$ 616,352.78
Florida Prime S.B.A. Account	-	-
Fifth Third Pooled Checking	-	4,141.13
Fifth Third Investment Account	1,959,186.74	29,273.65
Fifth Third Treasury Bill #07	418,000.00	418,000.00
Fifth Third Treasury Bill #09	494,000.00	494,000.00
Fifth Third Treasury Bill #22	-	495,000.00
Fifth Third Treasury Bill #98	-	1,380,000.00
Sanibel Captiva Bank - CD	2,556,161.35	256,033.34
Total Current Assets	<u>18,893,900.81</u>	<u>3,692,800.90</u>
Other Current Assets		
Utility Deposit	300.00	300.00
Due from TDC	-	115,187.05
Due From General Fund	-	2,871.99
Total Other Current Assets	<u>300.00</u>	<u>118,359.04</u>
Total Current Assets	<u>18,894,200.81</u>	<u>3,811,159.94</u>
TOTAL ASSETS	<u>\$ 18,894,200.81</u>	<u>\$ 3,811,159.94</u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable	\$ -	\$ 8,536.18
Due to General Fund	\$ 9,684.30	\$ -
Total Current Liabilities	<u>9,684.30</u>	<u>8,536.18</u>
Total Liabilities	<u>9,684.30</u>	<u>8,536.18</u>
Equity		
Accumulated Reserves	3,384,284.00	2,539,386.00
Fund Balance	21,336,111.14	1,293,372.13
Net Income	(5,835,878.63)	(30,134.37)
Total Equity	<u>18,884,516.51</u>	<u>3,802,623.76</u>
TOTAL LIABILITIES & EQUITY	<u>\$ 18,894,200.81</u>	<u>\$ 3,811,159.94</u>

CAPTIVA EROSION PREVENTION DISTRICT RESERVE ACCUMULATIONS FISCAL YEAR ENDING 9/30/2021												
	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	\$ 3,384,284	\$ 3,384,284	\$ 3,384,284	\$ 3,384,284	\$ 3,384,284	\$ 3,384,284	\$ 3,384,284	\$ 3,384,284	\$ 3,384,284	\$ 3,384,284
Reserves Transferred In												
Parking Revenue	360											
Operating Reserves	7,037											
Increase (Decrease) in Reserves	7,397	-	-	-	-	-	-	-	-	-	-	-
Total Accumulated Reserves	\$ 3,384,284											



Captiva Erosion Prevention District (CEPD)

Board of Commissioners

Standard Operating Procedure

for

Commissioner Resignation, Death or Removal

<u>Section</u>	<u>Page</u>
Document History.....	2
Background and Description.....	2
Purpose.....	2
Procedure Participants.....	2
Frequency.....	2
Steps.....	2
Monitoring.....	3
Performance Measures.....	3
Related SOP's.....	3

DOCUMENT HISTORY

Revision date	What was revised	Effective date	Author
10/25/2019	New-Original	11/12/19	CLW

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 official documentation must be given to the Supervisor of Elections.

PURPOSE

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

PROCEDURE PARTICIPANTS

The following are participants in this SOP:

CEPD Administrators
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 accept the letter of resignation, notice of death, or removal of Commissioner as soon as noticed.

Resignation from Board:

1. Signed and dated letter from the resigning Commissioner shall be scanned and emailed to the Supervisor of Elections (at tlipa@lee.vote)
2. Same letter shall be shared via email with all Commissioners.
3. Original shall be filed in Commissioner's HR file at the office.
4. Proceed to SOP for *Appointing a Commissioner to a Vacant Seat*.

Death while Serving on Board:

1. Signed and dated letter from the Administrator addressed to the Supervisor of Elections shall be sent upon notification of death.
2. Letter shall be placed in Commissioner's HR file at CEPD office.
3. Proceed to SOP for *Appointing a Commissioner to a Vacant Seat*.

Removal from Office:

1. Any Commissioner with three unexcused absences in a year may be removed from the Board by the current Commissioners.
2. A vote for removal must be approved by the majority of the Board. Minutes of that meeting shall be sent to the Supervisor of Elections with an email noticing the removal.
3. A formal letter signed by the current Chair shall be sent to the Commissioner being removed.
4. Same letter shall be placed in the Commissioner's HR file at CEPD office.
5. Form 1F must be submitted to the Supervisor of Elections by the Commissioner removed, within 90 days of removal.
6. Proceed to SOP for *Appointing a Commissioner to a Vacant Seat*.

MONITORING

The CEPD Administrator has overall responsibility for submitting proper notification to the Supervisor of Elections.

PERFORMANCE MEASURES

1. Letters and notifications must be received.
2. Emails to Supervisor of Elections should be submitted, responded as received, and filed in Commissioner's office file.

RELATED SOP'S

SOP for Appointing Commissioner to a Vacant Seat
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



Captiva Erosion Prevention District (CEPD)

Board of Commissioners

Standard Operating Procedure

for

Appointing a Commissioner to a Vacant Seat

<u>Section</u>	<u>Page</u>
Document History.....	2
Background and Description.....	2
Purpose.....	2
Procedure Participants.....	2
Frequency.....	2
Steps.....	2
Monitoring.....	3
Performance Measures.....	3
Related SOP's.....	3
Appendix A – Requirements and Expectations.....	4
Appendix B – Why Become a Commissioner?.....	6

DOCUMENT HISTORY

Revision date	What was revised	Effective date	Author
7/18/2019	New-Original	11/12/2019	CLW

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 Administrators
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.
3. Announce vacancy at next Captiva Community Panel meeting.
4. Place an advertisement in the local newspaper.

Applicants will be requested to submit a letter of interest, 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.

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 provided to the Board Secretary (or an appointee) who will tally each ranking as follows:

- The person with the most #1 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 #1 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 request receipt.

MONITORING

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

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?

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 shall be filed with the Lee County Supervisor of Elections.

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. 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: _____

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

FOR OFFICIAL USE ONLY

Interviewed: _____ Date: _____

Yes _____ No _____

Board Action: _____ Date: _____

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:

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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 shall be filed with the Lee County Supervisor of Elections.

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 6 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.

2022 Proposed Board Meeting and Workshop Schedule

Board Meetings

January 10th

February 7th

March 7th

April 11th

May 9th

June 13th

July 11th

August 8th

September 12th

October 10th

November 7th

December 12th

Workshops

January: 6th, 13th, 20th, 27th

February: 3rd, 10th, 17th, 24th

March: 3rd, 10th, 17th, 24th, 31st

April: 7th, 14th, 21st, 28th

May: 5th, 12th, 19th, 26th

June: 2nd, 9th, 16th, 23rd, 30th

July: 7th, 14th, 21st, 28th

August: 4th, 11th, 18th, 25th

September: 1st, 8th, 15th, 22nd, 29th

October: 6th, 13th, 20th, 27th

November: 3rd, 10th, 17th, 24th

December: 1st, 8th, 15th, 22nd, 29th

**INTERLOCAL AGREEMENT by and between
LEE COUNTY and the CAPTIVA EROSION PREVENTION DISTRICT
(Captiva Beach Nourishment)**

THIS AGREEMENT is made and entered into this ___ day of _____, 2021, by and between the CAPTIVA EROSION PREVENTION DISTRICT, a political subdivision of the State of Florida, hereinafter referred to as the “District”, and the Board of County Commissioners of LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “County”.

WHEREAS, the County possesses Home Rule powers as a charter county pursuant to Article VIII, Section 1(g), Florida Constitution, and Section 125.01, Florida Statutes; and,

WHEREAS, the Captiva Erosion Prevention District is a beach and shore preservation district re-created and re-established under Chapter 161, Florida Statutes, and exercise powers and duties of a beach and shore preservation authority and independent special district; and,

WHEREAS, the Board of County Commissioners (“Board”) is the governing body in and for Lee County; and,

WHEREAS, the Board of Commissioners (“District Board”) is the governing body for the District; and,

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

WHEREAS, the District has the authority to develop and execute plans for beach and shore preservation; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provide for interlocal agreements between local governments on matters of mutual interest; and,

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

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

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

WHEREAS, the District has completed economic and engineering impact studies and adopted a plan for beach maintenance and nourishment of the Captiva Island beaches to afford continued protection to upland property and enhance Southwest Florida’s tourist economy; and

WHEREAS, the County in recognition of the complexities of managing the beaches of Captiva and western Sanibel Islands including Blind Pass as well as the historic County, District, and City of Sanibel partnership to ensure the integrity of the beach and dune system, is supportive of a one-time reduction of the local cost share to the District; and

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

WHEREAS, the District and the County have successfully completed all obligations from prior Captiva nourishment agreements and believe it is in the interest of the public health, safety and welfare to continue to cooperate in preventing erosion on Captiva Island, which includes the protection of upland development and infrastructure, the tourist economy, recreational interests, and wildlife habitat.

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

SECTION ONE **INCORPORATION OF RECITALS**

The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

SECTION TWO **PURPOSE**

The purpose of this agreement is to define a method for allocation of costs and responsibilities for “The Captiva Island 2021-22 Beach Maintenance Nourishment Project”, adopted by Captiva Erosion Prevention District Resolution 2020-7, hereinafter referred to as the “Project”. This Agreement shall supersede and replace all prior Interlocal Agreements between Lee County and the Captiva Erosion Prevention District for funding of Beach Nourishment, the parties acknowledging that such prior Agreements have been satisfied.

SECTION THREE **PROJECT SCOPE**

The Project includes the necessary design, permitting, engineering, construction, project management, and environmental protection and monitoring required by the permit for the Captiva Island shoreline extending from R84 at the northern end of Captiva to R109 at Blind

Pass. The Project will also include all post-construction maintenance and monitoring for a period up to seven years in accordance with state and federal permits for the Project. The Project will be constructed in accordance with applicable local, state and federal rules, regulations, and permits.

SECTION FOUR **COUNTY OBLIGATIONS**

The County agrees to:

- a) Retain the beach accesses, parking areas, and other public use facilities under the County's control for use during construction and thereafter, as reasonably necessary to assist with completion of the Project. Notwithstanding, this requirement is subject to the County's right to protect the public, health, safety and welfare.
- b) Cooperate with the District in coordinating overlapping monitoring or maintenance areas to eliminate potential duplication of effort associated with the completion of post-construction maintenance and monitoring for a period up to seven years as required by the state and federal permits for the Project. Maintenance will be limited to tilling and scarp removal as required by permits for the Project.
- c) The County will not object to the District's desire to be able to commence construction activities 24 hours a day, every day of the year in order to maximize construction efficiency and reduce construction costs.
- d) Allow the District the use of County owned parking areas adjacent to the Project for project contractors, construction and equipment for the purpose of reasonable staging and beach access.
- e) Provide funding for the Project based on an allocation of costs in accordance with Section Six of this agreement. The County will not be responsible for providing payment in any form for the following types of expenses: experimental technologies, LiDAR, aerial oblique photography, surveys not required by the Florida Department of Environmental Protection (hereinafter DEP) approved physical monitoring plan, economic studies and benefits analysis, District contracted tasks that are duplicative of United States Army Corps of Engineers (USACE), State, or County conducted work, and interest.

SECTION FIVE **DISTRICT OBLIGATIONS**

The District agrees to:

- a) Monitor the Project area as required by permit and provide the results of the monitoring to the County concurrent with submittal to permitting agencies.
- b) Apply for all necessary permits for the Project.
- c) Prepare detailed plans and specifications for the Project including provision that any County property used for staging and beach access including use of parking areas for project contractors, construction and equipment is left in conditions equal to or better than before it was used for the Project.

- d) Comply with DEP Agreement 21LE1 requirements to ensure the District or County does not lose any of the state funding that has been approved.
- e) Pursue federal appropriations in order to proportionally reduce state and local project costs.
- f) Concurrent with DEP, provide County with copies of all submittals required by DEP Agreement No. 21LE1. Submittals are to be used by County as supporting documentation for cost sharing and shall include sufficient detail to distinguish all expenses and cost shares.
- g) Retain the beach accesses, parking areas, and other public use facilities under the District's control for use during construction and thereafter, as reasonably necessary to assist with completion of the Project. Notwithstanding, this requirement is subject to the District's right to protect the public, health, safety and welfare.
- h) The District will provide copies of all Project related technical reports to the County..
- i) Provide funding for the Project based on an allocation of costs in accordance with Section Six of this agreement.
- j) Keep books, records, documents and other evidence pertaining to costs and expenses incurred for the construction to the extent and in such detail as will properly reflect total Project costs and funding of the Project. The District will make available at its office at reasonable times, such books, records, documents and other evidence for inspection and audit by authorized County representatives for a minimum of three years after completion of construction of the Project.
- k) The District or its agents will act as Project sponsor and manager.
- l) The District will notify the County of the final completion of the Project monitoring required by state and federal permits within thirty (30) days of completion.
- m) The District may, at its sole option and discretion, coordinate regionally with other eligible government entities when it is in the best interests of the District and County, particularly in sharing resources for cost savings purposes.

SECTION SIX

COST ALLOCATIONS

The Parties agree to share in the eligible costs for the Project in accordance with the following:

- a) The cost allocation between the District and County will be based on total eligible Project costs as defined herein and documented by the District pursuant to Section Five (f) above.
- b) Operational expenses of the District and County, including but not limited to all personnel costs, are not considered project expenses for the purposes of this Agreement.
- c) The County will pay a share of eligible Project costs including those incurred on or after January 1, 2020 and listed on Exhibit A. Any funds distributed to the District under the Tourist Development Tax Grant Funding Agreement, attached hereto as Exhibit B, shall be accounted for in calculating the cost allocation under this agreement. The schedule for payments will be as follows:
 - i. For eligible expenses incurred prior to the date of execution of this Agreement, payment will be made by the County within thirty (30) days of

- receiving a detailed invoice from the District including adequate documentation of the scope of work and proof of payment for eligible Project costs. Completed DEP reports as described in Section Five (f) above and including copies of supporting documentation will satisfy this requirement.
- ii. The County will advance a sum to the District equal to ninety percent (90%) of the County share estimated from the bid documents for sand placement. The County will make payment to the District within thirty (30) days of receiving a written request from the District including their approved bid and date of notice to proceed.
 - iii. Upon receipt of a detailed invoice, notification from the District that the sand placement has been completed, and accounting documentation, the County will pay the balance of funds due for completed sand placement within thirty (30) days.
 - iv. For eligible expenses other than the sand placement incurred after the date of execution of this Agreement, payment will be made by the County within thirty (30) days of receiving a detailed invoice from the District including adequate documentation of the scope of work and proof of payment. This includes costs for permit required post-construction monitoring and maintenance.
- d) The payment amounts will be calculated using the cost sharing methods described as follows:
- i. The state funding, provided through the DEP is based on the limits of designated critically eroded shoreline, the presence of public access points, and the proximity and number of parking spaces and other access units available to the general public on an equal basis. The details of the funding eligibility are described in Chapter 62B-36, Florida Administrative Code, and specified for this Project in DEP Agreement No. 21LE1. The total eligible state funding is known as the State Share.
 - ii. Federal funding may be provided through the USACE based on the Congressionally authorized Captiva Segment of the Lee County, Florida, Beach Erosion Control Project. The total federal funding shall be known as the Federal Share.
 - iii. Project funding provided by entities other than the DEP, USACE, County or District, including awards from the Federal Emergency Management Agency (FEMA), shall collectively be referred to as Grant Funding.
 - iv. The costs remaining after deduction of the Federal Share, State Share, and Grant Funding shall be known as the Local Share.
 - v. Pursuant to Board discussion and action on October 19, 2021, the County will provide \$1 million as a one-time reduction of the Local Share.
 - vi. The distribution of the Captiva Local Share has been determined based on recreational and storm protection benefits documented in a Benefit Analysis (November 2, 2019) and Storm Damage Reduction Benefit Analysis (August 2018). It was determined that 29.4% of the benefits are for storm protection, and 70.6% of the benefits are for recreation.
 - vii. Twenty-nine and four tenth percent (29.4%) of the local share is attributable to storm protection. The County owns approximately 1.82% of the Captiva

Island Project shoreline primarily at Turner Beach and Alison Hagerup Parks and will pay the proportional storm protection cost for those properties. The County also owns Captiva Drive and has an interest in protection for the Gulf fronting portions of Captiva Drive in the Tween Waters area. In accordance with the Storm Damage Reduction Benefit Analysis (August 2018), the storm protection of the Tween Waters segment of Captiva Drive is seventy-four hundredths percent (0.74%) of the overall storm protection benefit and shall be paid proportionally by the County. Storm protection paid by the County is therefore calculated as 0.22% (0.74% x 29.4%) for Captiva Drive plus 0.53% (1.82% x 29.4%) because of the ownership of other property within the Captiva Island segment of the project, for a total of 0.75% of the local share.

- viii. The Project shoreline is 42.13% publicly accessible. Accordingly, a portion of the Local Share attributable to recreation will be paid by the County equal to 29.74% of the Local Share (i.e. 42.13% x 70.6%).
- ix. The total County Share will be the sum of the Local Share reduction (Section 6(d)v) plus the County recreation share (Section 6(d)vii) and the County storm protection share (Section 6(d)vi) less the funds distributed to the District under the Tourist Development Tax Grant Funding Agreement.

SECTION SEVEN

HOLD HARMLESS

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

SECTION EIGHT

CANCELLATION

The breach of a material obligation of this Agreement shall be grounds for immediate cancellation of this Agreement by the non-breaching party. The non-breaching party must provide the party in default with 30 days, from the date of notice of the default, to cure said default. If the breach is not curable, the non-breaching party may terminate the Agreement without waiting 30-days and seek any remedies available under Florida law.

SECTION NINE

AMENDMENT TO AGREEMENT

This Interlocal Agreement may only be amended as provided for herein, with the express written consent of both Parties and executed with the same formality and dignities as this original Agreement.

SECTION TEN

INTERPRETATION OF AGREEMENT

This Interlocal Agreement shall be construed and interpreted pursuant to Florida law. Venue for any disputes between the Parties arising under this Interlocal Agreement shall be the Twentieth Judicial Circuit Court, in and for Lee County, Florida.

SECTION ELEVEN

INTEGRATION OF DOCUMENT

This Interlocal Agreement, including any incorporated exhibits or amendments, constitutes the entire Agreement between the Parties and shall supersede and control over any or all prior Agreements or understandings, either written or oral, relating to the matters herein.

SECTION TWELVE

NOTICE PROVISIONS

All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective Parties as follows:

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

Chair, Board of County Commissioners
Lee County
Post Office Box 398
Fort Myers, Florida 33902

SECTION THIRTEEN

EFFECTIVE DATE

This Agreement will be effective on the last date signed by the Chair or Vice-Chair of the Board of County Commissioners of Lee County, Florida, or Chair or Vice-Chair of the District Board.

SECTION FOURTEEN TERM

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

SECTION FIFTEEN SEVERABILITY

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

SECTION SIXTEEN ATTORNEY'S FEES AND COSTS

If either Party brings or commences legal action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover the costs and expenses of litigation, including reasonable attorneys' fees.

SECTION SEVENTEEN MISCELLANEOUS

- a) The Parties represent that they have full authority to enter into and execute this Interlocal Agreement.
- b) The terms and conditions of this Interlocal Agreement shall extend to and bind the successors and assigns of the County and the District.
- c) The drafting of this Interlocal Agreement has been a joint endeavor between the Parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one Party than the other.
- d) In no case shall either Party be liable to the other for either consequential or special damages of any kind whatsoever, including, but not limited to, lost revenues, or any other damages of any kind relating to this Agreement.

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Exhibit A

Project Expenses incurred as of 08/17/2021 total approximately \$449,982 for activities including:

- Permitting
- Borrow Area hard bottom survey
- Required Legal advertisements for ACOE and DEP
- Engineering and Benefits Report and Addendum
- Biological Assessment and Opinion
- Preparation of Plans, Specifications
- Updated Design
- Bidding and pre-meetings
- APTIM Administration and Agency Coordination
- Design Survey

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT
BETWEEN
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
CAPTIVA EROSION PREVENTION DISTRICT
FOR
CAPTIVA BEACH RENOURISHMENT PROJECT (403308)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the “**COUNTY**” and the CAPTIVA EROSION PREVENTION DISTRICT hereinafter referred to as “**RECIPIENT**”, for funding provided pursuant to the **COUNTY’S** Tourist Development Plan and Florida Statutes Section 125.0104.

WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, COUNTY has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

WHEREAS, COUNTY and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: Captiva Beach Renourishment Project

NUMBER: 403308

NOW, THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

- 1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 1.2 The parties acknowledge that the Project is for renourishing Captiva beach.

2. CONTRACT PERIOD

This Agreement is effective as of October 1, 2020 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2021 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Three hundred twenty three thousand five hundred twenty six dollars (\$323,526.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed Three hundred twenty three thousand five hundred twenty six dollars and no cents (\$323,526.00) during the **COUNTY'S** fiscal year 2020/2021.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed Three hundred twenty three thousand five hundred twenty six dollars (\$323,526.00).
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.6 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the Board of County Commissioners.

3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director, Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the COUNTY'S final determination. The **RECIPIENT'S** continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the **RECIPIENT** concerning the dispute.

4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

5. REPAYMENT

5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.

- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.
- 5.4 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable time for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

- 7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.
- 7.2 **RECIPIENT** will submit quarterly expenditure reports to the **COUNTY**. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany expenditure reports. The Clerk of the Circuit Court, who may seek additional information, as the circumstances require, shall determine the sufficiency of said documentation.
- 7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

- 8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and costs and attorneys' fees and cost on appeal, arising from the project.
- 8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
- 8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.
- 8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement

9. TERMINATION

- 9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:
- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
 - b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart.

15. MISCELLANEOUS

15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.

15.2 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.

15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

COUNTY

Lee County Board of County Commissioners
Director, Visitor and Convention Bureau
2201 Second Street, Suite 600
Fort Myers, FL 33901

RECIPIENT

CAPTIVA EROSION PREVENTION DISTRICT, Administrator
11513 Andy Rossi Lane Third Floor, Unit 4
Captive, FL 33924

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be

deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this 10TH day of NOVEMBER, 20 20.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Missy Flint
DEPUTY CLERK

BY: Brian Hume



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: Aracela R. Fenner
OFFICE OF THE COUNTY ATTORNEY

ATTEST:

CAPTIVA EROSION PREVENTION DISTRICT

BY: John Riegert
ACTING ADMINISTRATION
JOHN RIEGERT

BY: Richard E. Pyle
TREASURER
RICHARD PYLE

4 - BN - Captiva Beach Renourishment Project

Beach & Shoreline Funding Request 2020-21

Captiva Erosion Prevention District

Dave Jensen
PO 365
11513 Andy Rosse Lane, Unit 4
Captiva, FL 33924

mycepd@mycepd.com
O: 2394722472
F: 2394720037

Joe Wagenti

PO 365
11513 Andy Rosse Lane, Unit 4
Captiva, FL 33924

joe@mycepd.com
O: 2394722472

Application Form

Project Name*

Name of Project

4 - BN - Captiva Beach Renourishment Project

Project Summary*

One or two sentence summary of the request.

The Captiva Island Beach Renourishment Project is located on the Southwest Florida coastline in Lee County. The Captiva Beach Renourishment Project includes the periodic nourishment and monitoring of Captiva Island and Sanibel down to Bowman’s beach. This funding would provide for the design and pre-construction services for the project.

FY 20-21 Funding Request*

Enter amount requested.

\$473,526.00

Project Type*

Beach Nourishment

If Other

Please describe

Project Priority*

Agencies with more than one request must prioritize their requests.

#1

Funding Request

If this project is a maintenance request or capital request that will be phased over more than one fiscal year, identify the anticipated future request(s) for TDC funding by fiscal year below:

Please note: Future funding is subject to TDC/BOCC approval in the appropriate cycle.

FY 21-22

FY 22-23

Previous TDC Funding*

If this project has received previous TDC funding, list the fiscal year(s) and funding amount(s). If not applicable, please write N/A.

This project has not received any previous funding.

Other Funding Sources

Other Funds*

What other sources of funding are being requested for the construction and/or maintenance of this project?

Agency Name

Has other funding already been approved?

No

If yes, list the source(s) and approved amount(s)

If no,

If other funding has been applied for, but not yet approved, list the amount you have requested, the agency you requested funding from and the anticipated approval date:

Florida Department of Environmental Protection
amount requested - \$126,406
anticipated approval date - FY 2021/22

Request Narrative

Project Description*

Briefly describe your project.

This portion of the Captiva/Sanibel Renourishment Project is comprised of the following tasks:

- Task 1: Engineering Design and Report Addendum (Captiva Island);
- Task 1b: Public Hearing (Captiva Island);

Task 2: Design Survey (Captiva and Sanibel Islands);
Task 3: Pre-Construction Survey Services (Pre-authorization required) (Captiva and Sanibel Islands);
Task 4: Plans and Specs and Pre-Construction Services (Captiva and Sanibel Islands);

Overall Context

If this request is part of a larger project, describe the larger project and how this component is integrated

The project is part of CEPD's continual efforts to maintain a healthy, natural beach that serves to protect Captivans and to enhance the recreational benefit of all beachgoers.

Relationship to Beach/Shoreline*

Include a detailed description of how this project relates to **the repair, protection or enhancement of the beach/shoreline**; if this is a shoreline protection project, attach your agency's shoreline protection plan.

The project is located directly on the entire shoreline of Captiva's Gulf front.

Impact on Tourism*

Elaborate on the benefits this project will have on the visitor experience and/or positive impact on the tourism economy.

Please note: You may also upload supporting documents below. If you have multiple documents combine into one file before uploading.

The number one attraction for tourists in Lee County is its beaches. Captiva Island is widely recognized and consistently ranked over the past 10 years as one of the nation's top destinations for beach combing, shelling, kayaking and bird watching. It is also admired as the County's most natural beach. The project enhances the safety and beauty of the visitors' beach experience.

Project Design/Timeline*

Include estimates for design, permitting and construction as well as project timeline.

Please note: You may also upload supporting documents below. If you have multiple documents combine into one file before uploading.

The engineering portion of the renourishment project (tasks 1-10) will be complete between 8-12 months. The start date is yet to be determined but will take place sometime in FY 20/21.

Budget Information

Budget for the Project*

UPLOAD INSTRUCTIONS

1. Click on the link to download the budget form to your computer.
2. Save the worksheet to your computer.
3. All requestors are required to complete this budget form.
4. Upload in the file upload area below.

beach-shoreline-budget-breakdown-form-Renourishment.xlsx

Budget Detail Form and/or Budget Narrative

Note: Maintenance projects are required to provide detail on each budget line by using the Detail Budget Breakdown form.

1. Click on the link to download the Detail Budget Breakdown to your computer.
2. Complete the worksheet by listing anticipated expenses in each category.
3. Save the worksheet to your computer.
4. Upload in the file upload area below.

Note: Capital projects must provide the following Budget Narrative:

1. A description of who will operate and maintain the facility.
2. The anticipated first full year of operating and maintenance costs.
3. The funding source for these expenses.

beach-shoreline-maintenance-request-detail-budget-breakdown-form -Renourishment.xlsx
This portion of the project will be operated by APTIM engineering.

Supporting Documentation for Budget Narrative

For Maintenance projects that fund more than one facility, please include a budget breakdown by facility.

TDC Captiva Beach Renourishment Project Assessment 2020.pdf

Maps

Location of site*

UPLOAD INSTRUCTIONS:

1. Click on the link to download the Lee County Map to your computer.

2. Print the map.
3. Circle the site location.
4. Scan and upload map.

CaptivaAerial.jpg

Site map

Submit a site map indicating the project's relationship to the beach/shoreline.

Please note: This is only required if this is a capital request.

Captiva Map.pdf

Signature

Signature*

Enter your full name and title

Joe Wagenti, Administrator, CEPD

Confirmation*

By entering your signature information above and clicking "I Agree" below, you certify that the statements contained in this application are true and correct to the best of your knowledge and belief.

I Agree.

Application Deadline: Feb. 27

Click SAVE to retain in draft form for future editing - OR - Click Submit if request is complete.

File Attachment Summary

Applicant File Uploads

- beach-shoreline-budget-breakdown-form-Renourishment.xlsx
- beach-shoreline-maintenance-request-detail-budget-breakdown-form - Renourishment.xlsx
- TDC Captiva Beach Renourishment Project Assessment 2020.pdf
- CaptivaAerial.jpg
- Captiva Map.pdf

BUDGET BREAKDOWN

Project Name:
Agency Name:

Captiva Beach Renourishment Project FY2020/2021
Captiva Erosion Prevention District

	TDC Request	Agency Match	Total
Personnel			
In-house Labor			\$0.00
Contract Labor			\$0.00
Total			\$0.00
Contracted Services			
Janitorial Services			\$0.00
Landscape Maintenance			\$0.00
Total			\$0.00
Travel			
Bridge Tickets & Passes (Transponders)			\$0.00
Total			\$0.00
Communications			
Cellular Phones/Pagers			\$0.00
Radios			\$0.00
Total			\$0.00
Repairs & Maintenance			
Building Maintenance			\$0.00
Maintenance Materials			\$0.00
Vehicle Maintenance			\$0.00
Equipment Maintenance			\$0.00
Equipment Repair Parts			\$0.00
Total			\$0.00
Captiva Beach Renourishment Project			
Design and Pre-Construction			\$0.00
Engineering Services	\$473,526.00	\$126,406.00	\$599,932.00
Total	\$473,526.00	\$126,406.00	\$599,932.00
Operating Supplies			
Fuel & Lubricants			\$0.00
Uniforms			\$0.00
Janitorial Supplies			\$0.00
Maintenance Supplies			\$0.00
Signage			\$0.00
Total			\$0.00
Utilities			
Electric			\$0.00
Water & Sewer			\$0.00
Solid Waste Removal			\$0.00
Total			\$0.00
Insurance			
Insurance Premiums			\$0.00
Total			\$0.00
Equipment			
Equipment			\$0.00
Vehicles			\$0.00
Total			\$0.00
Construction - Capital Projects Only			
Architect & Engineering Services			\$0.00
Permits			\$0.00
Site Preparation			\$0.00
			\$0.00
			\$0.00
Total	\$0.00		\$0.00
TOTAL	\$473,526.00	\$126,406.00	\$599,932.00

Notes: 1. Buildings must be open to the public in order to be eligible for funding.
2. Equipment must be 100% assigned to the project in order to be 100% eligible for funding.

BEACH RENOURISHMENT PROJECT DETAIL BUDGET BREAKDOWN FORM

PROJECT NAME: Captiva Beach

AGENCY NAME: Captiva Beach

Budget Request

**Note: Some examples are provided for you. Add other proposed expenses as needed.*

SALARIES

In-house Labor (including overtime)	
Contract Labor	

PROFESSIONAL SERVICES

1.	
2.	

OTHER CONTRACTUAL SERVICES

Design And Pre-Construction Engineering Services	\$473,526

FREIGHT

Trash / Recycling Containers	

UTILITY SERVICES

Electric	
Water & Sewer	
Solid Waste Removal	

REPAIR AND MAINTENANCE

Boardwalk / Fences

Tools and Minor equipment

Restroom Repairs

Fence Repairs

Maintenance Materials

Vehicle Maintenance

OPERATING SUPPLIES

Supplies (Institutional, Chemical, Etc.)

Tools

Bike Racks

Restroom Equipment

Signage

Lumber for Benches

Mulch

Janitorial Supplies

Fuel And Lubricants

FUELS, OILS, & LUBRICANTS

MACHINERY & EQUIPMENT

Vehicles and Motorized Equipment

Trash / Recycling Bins

ADA Accessibility Equipment

TOTAL BUDGET REQUEST

REQUEST DOWN

1 Renourishment Project FY2020/2021

va Erosion Prevention District

Sub-Total
Budget Request
eeded.

\$	-

\$	-

\$	473,526.00

\$	-

FY2020/21 Local Government Funding Requests Beach Project Assessment

Project Name: Captiva Island Beach Nourishment

Initial Assessment: 8/14/2019

Group Assessment 1: 8/22/2019

CE updates to form: 8/22/2019

Final Review: 10/1/2019

Revised based on comments: N/A

Project Description:

The Captiva Island Beach Nourishment project consists of 5.0 miles of shoreline between DEP monuments R83 - R109 in Lee County. The Captiva Island Restoration was constructed in 1981 as a part of the federal Lee County Shore Protection Project and nourished in 1989. Subsequent nourishments in 1996 and 2006 were built in conjunction with placement on Sanibel Island, as a local option. The 2014 project nourished both sections as a non-federal project. A sand search and project design are proposed for a Captiva Island nourishment scheduled for FY2020/21, with FEMA funds to repair damages sustained during Tropical Storm Irma. Staff has determined that 42.13% of the project is eligible for cost-sharing.

Funds will be used for (Please specify project phase):

Design, construction, and first year monitoring

State cost-share 21.07%

	State (%)	Totals	*Federal	State	Local
Feasibility	%	\$0	\$0	\$0	\$0
Design	21.07%	\$599,932	\$0	\$126,406	\$473,526
Construction	21.07%	\$28,862,384	\$847,384	\$5,902,761	\$22,112,239
First Year Monitoring	21.07%	\$120,000	\$0	\$25,284	\$94,716
Monitoring	%	\$0	\$0	\$0	\$0
Project Total		\$29,582,316	\$847,384	\$6,054,451	\$22,680,481

*Federal cost share from FEMA for Hurricane Irma recovery.

Total Project Score 43.0

Severity of Erosion (erosion rate per year) 4

Methodology: The historical Mean High Water (MHW) data files contained in the ' Division of Water Resource Management's Historic Shoreline Database shall be used to calculate the average rate of erosion for a 30-year period after 1972 and prior to any beach fill placement in the project area. Linear least square fit to the data is used to determine the erosion/accretion trend. (Max credit 10 pts.)



Matchline Figure 2 of 5

TITLE:
Local Government Funding Request
Shoreline Classification
Captiva Island, Florida

APTIM
 APTIM CONSULTING &
 ENGINEERING, LLC
 2481 NW BOCA RATON BLVD.
 BOCA RATON, FL 33497
 TEL: (561) 394-8115
 FAX: (561) 394-8116

Date: 07/15/19 | By: HMV | Comm No. : 2582001138 | **Figure 1**

Legend:

- ▲ FDEP Monument
- Florida Critical Erosion Areas 2017
- - - - 1982 ECL
- Property Lines

- Recreational
- Single Family
- Vacant/Undeveloped
- Commercial
- Hotel/Motel
- Multi-family

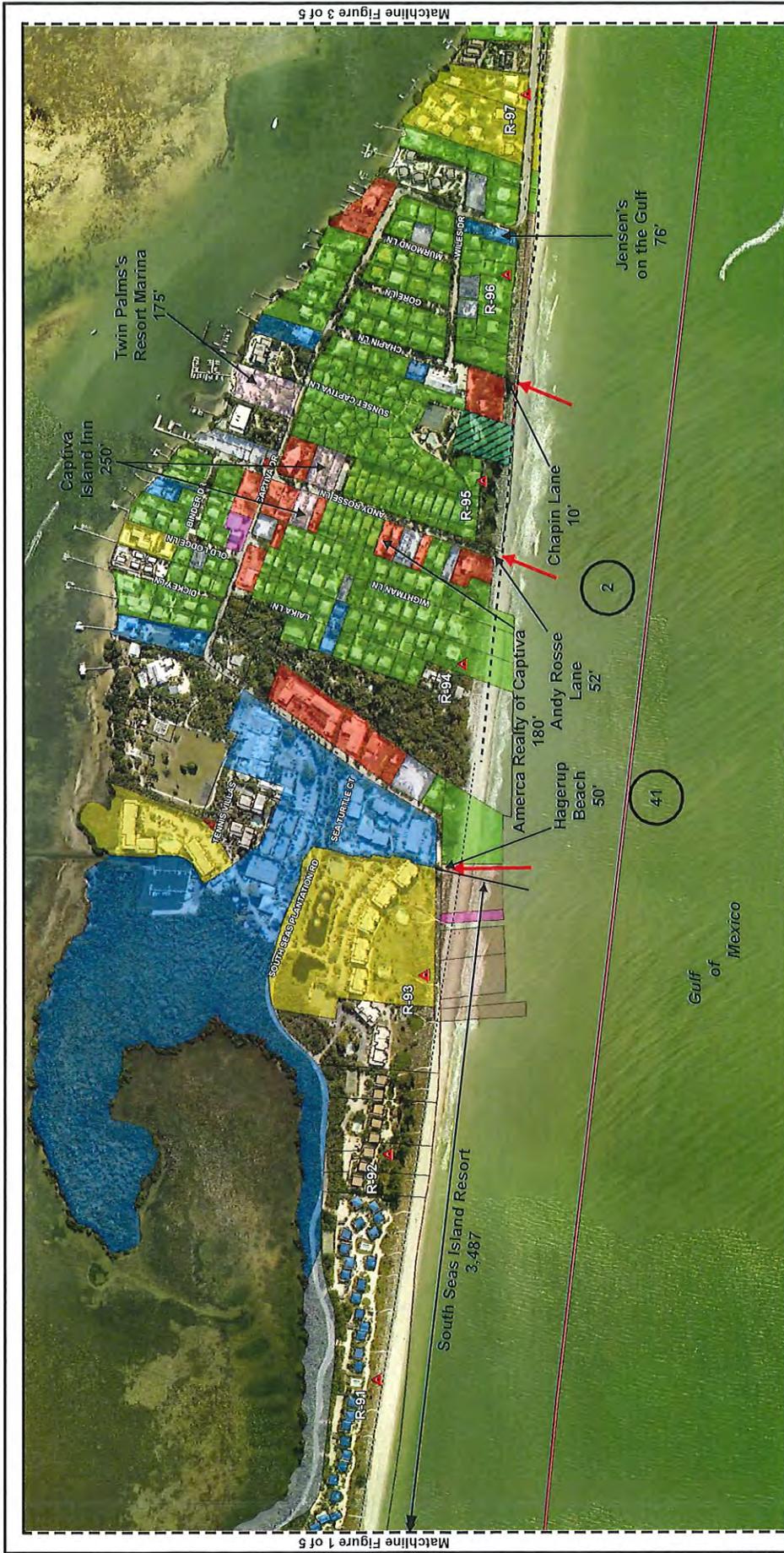
Notes:

1. Coordinates are in feet based on the Florida State Plane Coordinate System, West Zone, North American Datum of 1983 (NAD 83).
2. Background imagery is from Lee County, dated January 9 through February 25, 2019.
3. Property lines and classification information was downloaded from Lee County GIS Department, July 15, 2018.

Scale:
 0 250 500 Feet
 1 inch = 500 feet

North Arrow:
 N
 S
 E
 W

G:\Enterprise\lee\2019\GFR\Properties Series 1.mxd



TITLE: Local Government Funding Request
Shoreline Classification
Captiva Island, Florida

APTIM
CONSULTING & ENGINEERING
2481 NW BOCA RATON BLVD.
BOCA RATON, FL 33437
TEL: (561) 391-4316
FAX: (561) 391-4316

Date: 07/15/19 | By: HNV | Comm No.: 2582001138 | **Figure 2**

Legend:

- FDEP Monument
- Florida Critical Erosion Areas 2017
- 1983 ECL
- 1982 ECL
- Public Beach Access
- Public Parking
- Property Lines

- Church
- Commercial
- Government Owned
- Hotel/Motel
- Multi-family

- Recreational
- Single Family
- Submerged
- Vacant/Undeveloped

1 inch = 500 feet

Notes:

- Coordinates are in feet based on the Florida State Plane Coordinate System, West Zone, North American Datum of 1983 (NAD 83).
- Background imagery is from Lee County, dated January 9 through February 25, 2019.
- Property lines and classification information was downloaded from Lee County GIS Department, July 15, 2019.



TITLE:
Local Government Funding Request
Shoreline Classification
Captiva Island, Florida

Legend:

- FDEP Monument
- Florida Critical Erosion Areas 2017
- 1983 ECL
- Property Lines

Notes:

1. Coordinates are in feet based on the Florida State Plane Coordinate System, West Zone, North American Datum of 1983 (NAD 83).
2. Background imagery is from Lee County, dated January 9 through February 25, 2019.
3. Property lines and classification information was downloaded from Lee County GIS Department, July 15, 2019.

Legend:

- Recreational
- Single Family
- Vacant/Undeveloped
- Commercial
- Hotel/Motel
- Multi-family

Scale:
 0 250 500 Feet
 1 inch = 500 feet

APTIM
 APTIM CONSULTING & ENGINEERING, LLC
 2481 NW BOCA RATON BLVD.
 BOCA RATON, FL 33431
 PH: (561) 391-8200
 FAX: (561) 391-8116

Date: 07/15/19 | By: HNV | Comm No.: 2582001138 | **Figure 3**

2021 Captiva Island Beach Renourishment Project

Nicole S. Sharp, P.E., Coastal Restoration & Modeling Program Manager, APTIM

Nicole.Sharp@aptim.com; 6401 Congress Avenue, Suite 140, Boca Raton, Florida, 33487, (561)391-8102

Daniel Munt, Technical Director, Captiva Erosion Prevention District

Thomas P. Pierro, PE, D.CE, Principal Engineer, Coastal Protection Engineering

Jennifer Nelson, Executive Director, Captiva Erosion Prevention District

Captiva Island has successfully managed its beaches through its island wide beach management program since the late 1980's. Most recently, the Captiva Erosion Prevention District (CEPD) completed the eighth beach renourishment project on the island in Fall 2021. This presentation will discuss the project implementation components, such as steps leading up to construction, public outreach during construction utilizing GIS maps, and funding components of the project.

In 2014, CEPD secured 15-year permits, which allowed for year-round construction between FDEP reference monuments R-83 and R-109 to address background erosion and hotspots. The beach design is a composite of the 2005-2006 and 2013 project templates, with a progressive higher and wider beach to accommodate sea level rise. In addition, dune and scarp repair were added as a flexible component to the project design.

The design survey for the project was collected in October 2020 and was used as a basis for updating bid volumes and construction plans. Immediately following the survey, Hurricane Eta impacted the project area with high winds, waves, and elevated water levels. Hurricane Eta was a devastating Category 4 hurricane forming late October 2020 and dissipating early November 2020. Eta made two landfalls in Florida, with the first being near the central part of the Florida Keys late on November 7 and the second early November 12 near Cedar Key, roughly 130 miles north of Tampa. Observational accounts of erosion on Captiva Island following the passage of Hurricane Eta indicated loss of beach and dune. Although the impacts of Eta were extensive and widespread, the storm was never declared a federal disaster for region including Captiva Island and a post-Eta storm survey was not conducted due to lack of FEMA eligibility. Nevertheless, the potential erosional impacts of Eta and the impacts of background erosion rates between the October 2020 survey and the anticipated project start were considered in the proposed beach nourishment design update calculations and dune repair.

The project was bid in March/April 2021 with a flexible construction approach that would provide an extended contract time period and include summer construction to allow for cost savings. The project was awarded to Great Lakes Dredge and Dock, LLC for \$15,625,485 for the flexible summer construction window, which attributed to approximately \$2.5M in cost savings.

From September and October 2021, approximately 5 miles of shoreline was nourished with 800,000 cubic yards of sand. The sand was placed on the beaches of Captiva Island using Great Lakes Dredge & Dock Company's (GLDD) trailing suction hopper dredges Dodge and Padre Island. The project was constructed entirely with sand from Borrow Area VI-E, which is located approximately 8.3 nautical miles offshore of the center of Captiva Island. At the request of the CEPD, a nearly continuous island wide dune feature was also constructed to repair damages attributed to Hurricane Eta.

During construction, CEPD staff utilized GIS tools for public outreach to inform interested parties of the projected areas of active construction. This proved as an invaluable visualization tool to help residents, visitors, and businesses owners alike to understand the time frames in which construction may affect their beach front. The CEPD also utilized GIS tools as a method to visually convey their apportionment model to the property owners of the island. The ability to search an interactive map and compare the assessments of all properties on Captiva eased many resident concerns and allowed property owners to better understand the method, as well as the consistency, in which the properties on the island were categorized for this model.

The enabling legislation of the CEPD allows special assessments to be used to finance erosion control project to be levied against benefitting properties in proportion to the benefits received by the properties from the project. In addition to this assessment, the project was constructed using funding from the Department of Environmental Protection's Beach Management Funding Assistance (BMFA) Program, FEMA, and Lee County Tourist Development Council.