



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

**'Tween Waters Inn, Ding Darling Room
15951 Captiva Drive
Captiva, Florida 33924**

Wednesday, January 11, 2012, 12:00 P.M.

January 11, 2012 CEPD Regular Board Meeting
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Agenda

Regular Meeting of the Captiva Erosion Prevention District

Tween Waters Inn, 15951 Captiva Drive, Captiva, Florida 33924
January 11, 2012 @ Noon

1. Call to Order
2. Roll Call
3. Approval of December Meeting Minutes
4. Public to be Heard
5. Financial Report
6. Old Business
 - a) Sanibel Sea School Request to Present to Board
 - b) Interlocal Agreements Status
 - c) Schedule for RFQ Selection Committee
 - d) Proposed additional consultant update
7. New Business
 - a) Partners in Progress
 - b) Report of Citizens Committee
 - c) DEP Request for Information # 1
8. Report of the Senior Administrator Consultant
 - a) Causeway Toll Count and Parking Lot Ticket Sales
 - b) Parking Lot Equipment
 - c) Welcome to Captiva Sign
 - d) Florida Legislative Session Update
9. Commissioner Comments
Adjourn

Minutes of the Briefing Meeting of the Captiva Erosion Prevention District
11513 Andy Rosse Lane, Unit 4, Captiva, Florida
December 8, 2011 @ 1PM

Commissioners Present: Mike Mullins (Chairman), Dave Jensen (Secretary) and Jim Boyle

Consultants Present: Kathleen Rooker

I. Call to Order

Chairman Mullins called the meeting to order at 1:05PM.

II. Roll Call

The roll was called and the results are detailed above.

III. Interlocals

The Board discussed three drafts of interlocals. One draft was for the beach nourishment of north Sanibel Island and Captiva Island combined, the second draft was for the nourishment of Captiva only, and the last interlocal was for the nourishment of north Sanibel.

Members decided to use two of the draft interlocals. There would be one interlocal for Captiva and a separate interlocal for north Sanibel. The administrator was asked to forward these to board attorney, Nancy Stroud for her comment.

Mrs. Rooker was asked to contact Lee County Manager, Karen Hawes, to request a written statement for the County confirming that all obligations of the last beach nourishment interlocal had been met.

Minutes

Regular Meeting of the Captiva Erosion Prevention District

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

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

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

1. Call to Order

The meeting was called to order by Chairman Mullins at 12:01 p.m.

2. Roll Call

The roll was called and the results are outlined above

3. Approval of November Meeting Minutes

Commissioner Kaiser moved and Commissioner Holzheimer seconded a motion to dispense with the reading of the minutes from the November 7, 2011 Special Meeting and the November 9, 2011 Regular Board Meeting and approve them. The motion passed without dissent.

4. Public to be Heard

Reporter Shannen Hayes was asked if she had anything to say and she mentioned the changes that had taken place at The Islander Newspaper and The Island Sun Newspaper. There is no longer a paper that can be considered a paper of record for either Sanibel or Captiva. Official notices and announcements must now be placed in the News-Press to qualify.

5. Financial Report

Treasurer Jensen reported that parking lot expenses for the first 2 months of the fiscal year compared to the budget look high due to the purchase of the portable mats for the Hagerup Beach, which will be reimbursed through a TDC grant. Revenues from the lot for the same period of time are above budget. Ms. Rooker said that the parking lot surface needs to be re-scraped, and re-scraping and resurfacing is anticipated to be necessary as much as 4 times per year depending on the weather. It has been budgeted for. Treasurer Jensen reported that the CD with Sanibel Captiva Community Bank has been rolled over for another year at 1.1%.

6. Old Business

a) Request for Qualifications (RFQ) for Continuing Professional Services Packet

Ms. Rooker reported that the materials contained in the Agenda regarding the RFQ had been sent out to Commissioners two weeks ago. She outlined a timeline for the next steps: the Request for Qualifications (RFQ) is scheduled to be sent out by the end of December 2011, responses are expected to be in by mid-February 2012, and consideration by the

Professional Services Selection Committee will begin at the end of February 2012. The deadline is to have a group of qualified consultants selected by May 1, 2012.

Ms. Rooker asked Commissioners if they wanted to serve on the Selection Committee. Chairman Mullins asked that Commissioners be given a chance to review the documents in the Agenda Materials and then get back in touch with Ms. Rooker if they would like to serve on the Selection Committee. Commissioners Holzheimer and Jensen expressed interest in serving on the Committee.

b) Selection Committee

This item was discussed as part of 6.a.

c) Update on Proposed additional consultant

Ms. Rooker reported on the progress of hiring an additional consultant to CEPD. She said that she and Bob Gray of Partners in Progress had separately reviewed approximately 50 resumes and narrowed the number down to 6. Of those, 1 was in Colorado and was not selected to be interviewed because of the distance and cost. 5 were contacted and interviews with Ms. Rooker were scheduled. One of Ms. Rooker's interviewees failed to appear and she interviewed face-to-face the other 4. Mr. Gray interviewed 5 prospects by telephone, including the one from Colorado.

Ms. Rooker said that Mr. Gray asked her to determine whether any of the Commissioners wanted to join him in personal interviews, which he was planning on conducting at the end of this week, or whether they wanted him to decide. She also said that the addition to the Partners in Progress contract for the new position, the loaded rate, ranges from \$82,400 to \$115,000 depending on who is hired. The Commissioners decided that they want to interview candidates after Mr. Gray narrows the field from his face-to-face interviews.

Chairman Mullins asked when the position was scheduled to start. Ms. Rooker said the target is January 2012. Commissioner Jensen asked from what line item the cost of this position comes. Commissioner Mullins responded that it was under the broad subject of consulting and professional fees in the General Fund and Ms. Holzheimer read off the amount in that budget. Ms. Paul-Young corrected the Commissioners and said that it is budgeted in the Capital Projects Budget but not specifically broken out. Chairman Mullins asked that CEPD make sure it is in the budget and to eliminate any of the candidates whose salary requirements are more than what was budgeted. Otherwise Commissioners will have to come back with a budget amendment.

d) Captiva Holiday Village

Commissioner Holzheimer asked whether business was picking up on Captiva and whether this year is better than last year. Chairman Mullins replied that no one knows yet.

7. New Business

a) Annual Board Reorganization

Chairman Mullins announced that he wanted to assume a different responsibility at CEPD. He asked if there were anyone who would like to be the Chairman and called for nominations.

Commissioner Jensen moved and Commissioner Kaiser seconded a motion to name Commissioner Jim Boyle as the new Chairman of the CEPD Board of Commissioners. The motion passed unanimously.

Commissioner Boyle moved and Commissioner Kaiser seconded a motion to continue Commissioner Doris Holzheimer as Vice Chairman of the CEPD Board of Commissioners. The motion passed unanimously.

Commissioner Holzheimer moved and Commissioner Boyle seconded a motion to continue Commissioner Dave Jensen as Treasurer of the CEPD Board of Commissioners. The motion passed unanimously.

Commissioner Boyle moved and Commissioner Jensen seconded a motion to continue Commissioner Harry Kaiser as the Secretary of the CEPD Board of Commissioners. The motion passed unanimously.

At this point in the proceedings, Commissioner Boyle took over as Chairman.

b) Cash Management Report – JoAnn Paul-Young

Ms. Rooker referred the Commissioners to Page 19 of the Agenda Materials containing a summary of the recommendations that Ms. Paul-Young has made. Ms. Paul-Young provided some background on how banking and financial circumstances had changed, reported that CD rates were currently better than Treasury Bills, and explained her recommendation about laddering the maturity dates of investments so that approximately every 3 months about \$250,000 would become available if it were needed. The \$250,000 amount ensures that the money invested with each financial institution does not exceed the amount that the FDIC or State of Florida insures.

Ms. Paul-Young also recommended that CEPD continue to maintain an account at Wells Fargo but at a reduced level to avoid FDIC fees that are currently being assessed against the account. She recommended that an account be opened at Bank of the Islands to house the money transferred from Wells Fargo, to accept general and parking lot deposits since Bank of the Islands is opening an office on Captiva, and because the bank is waiving the FDIC fees. She explained that keeping the account open with Wells Fargo allows CEPD to make large deposits there in excess of \$3 million, which may be necessary since the Bank of the Islands does not want to have more than \$3 million invested from CEPD. Commissioner Mullins suggested that SBA be considered as an investment source and that CEPD split its investments between Bank of the Islands and SBA.

Commissioner Mullins moved and Commissioner Holzheimer seconded a motion to authorize Treasurer Jensen and Ms. Paul-Young to execute the recommendations and open such accounts as are necessary. The motion passed without dissent. Treasurer Jensen said he would report back at the next meeting about to the actions taken.

c) ILA Update

Ms. Rooker discussed what had transpired through the Board Briefing Meeting last Thursday. It was decided at that meeting to draft two (2) Interlocal Agreements, one covering any renourishment on Northern Sanibel Island, and one to include renourishment

on Captiva Island. It was also decided at that meeting to forward those drafts to CEPD's attorney, Nancy Stroud, for her review and comment. This was done. Ms. Rooker said that what is contained in the Agenda Materials includes the comments that Ms. Stroud made. Ms. Rooker said that she met with Commissioner Boyle yesterday to go over those comments and ask questions of Ms. Stroud. Consequently, Ms. Stroud has refined her comments, which Ms. Rooker has now. Commissioner Mullins commented that he too had sent in some comments, which Ms. Rooker acknowledged receiving. Ms. Rooker and Chairman Boyle will have another meeting Friday morning, December 16, for another review.

Discussion turned to how important it was that everything go through Ms. Stroud. Chairman Boyle said that Ms. Stroud would do another review after the December 15 meeting. Then the drafts will be sent to Lee County for their comments. Commissioner Mullins then asked Steve Boutelle, with the Lee County Division of Natural Resources, who was in the audience, how long it would take for Lee County to review the drafts. Mr. Boutelle responded that this review would be done at the staff level at this point so that he thought it would be about 10 days. However, it depended on how quickly CEPD could get the drafts to the County. Chairman Boyle said the County would receive them by this Friday or next Monday. Chairman Boyle asked Mr. Boutelle to whom the Sanibel ILA should be sent? Mr. Boutelle said that it should go directly to the Sanibel City Manager with an explanation of why a separate ILA is being proposed. A copy should be sent to the County.

d) Commissioner Talking Points

Ms. Rooker reviewed the purpose to the Talking Points and there was discussion of some of the points.

e) March Regular Board Meeting Date

Chairman Boyle requested that the March Regular Board Meeting be changed to March 7, 2012 from March 14. Commissioner Kaiser moved and Commissioner Jensen seconded a motion to move the March meeting date to March 7. The motion passed without dissent.

f) December 2 Brief BeachWatch Update

Ms. Rooker reported on the update provided in the Agenda Materials on Page 29. Commissioner Mullins commented that getting money from the state is going to be a lot more difficult than in past years. CEPD is still on DEP's top 10 list, but that there is a great need to lobby the legislature and it is still important to get federal funding. CEPD is "shovel ready" if the Army Corps of Engineers gets its funding.

8. Report of the Senior Administrative Consultant

a) Letter to Governor Scott

Ms. Rooker discussed a proposed letter to Governor Scott supporting the preservation of Florida's natural resources and its importance to the Florida economy. She called the Commissioners' attention to a copy of the letter on Page 56 of the Agenda Materials and asked that each Commissioner sign the original before they leave. Commissioner Jensen said that he receives communications that he finds useful from the Governor through a website and he would forward the address of that website to the Commissioners.

b) Report of Meeting with B. Manzo

Ms. Rooker reported on the meeting she and Commissioner Jensen had with Barbara Manzo of the Lee County Parks and Recreation Department. Ms. Manzo said that Lee County must be observant to ensure that others do not try to encroach on Lee County-owned property, especially those leading to water access. This is a continuing problem for the County. Ms. Rooker reported that Ms. Manzo said it was important that CEPD be the Department's eyes and ears and Commissioners and citizens observe and report things that happen to the public accesses. Commissioner Mullins said that it is important for CEPD to do this because CEPD is responsible for beach and shoreline erosion, whether it is on the Gulf or on the Bay, and because parking that can be added near public accesses translates into \$28,000 per additional space in possible matching funds.

Commissioner Holzheimer commented that CEPD could use a realtor's perspective. There was agreement that surveys might be needed to see where these accesses and locations are and where possible additional parking could be found. Commissioner Jensen commented that he would like to see the existing surveys first. Ms. Rooker said that Parks and Recreation said they would go to the DOT to get maps of the street right-of-ways and forward them to the CEPD. Then it can be determined whether new surveys would be a good idea. Commissioner Mullins said that CEPD needed a separate meeting on this.

c) Project Timeline

Ms. Rooker presented two different displays, one provided by Steve Keehn, which is technical and construction-oriented, and the other done by Ms. Rooker, which outlines administrative tasks. Commissioner Holzheimer asked when the decision will need to be made designating the Army Corps of Engineers as the project manager. Ms. Rooker said that it is February 2012. The Corps will let CEPD know if it receives its funding. Whether and when it gets funding will determine if CEPD's project gets moved up.

Commissioners Mullins commented on the timeline, saying that it needs more detail, needs to show the interdependency, and needs drill downs. He also said that it needs a legend box at the bottom and that the abbreviation for the Army Corps of Engineers that was in the timelines, which needed to be in the legend box, was not the one he was use to seeing. It was agreed that the abbreviation would be "COE." Chairman Boyle commented that the timeline is not a static document - that it is never finished and ever changing.

9. Commissioner Comments

Audience member Jack Cunningham asked if this were the time he could speak and Chairman Boyle said it was. Mr. Cunningham said he was enthusiastic about a letter campaign that was mentioned at the Captiva Community Panel meeting by Ms. Rooker and later in the meeting by Commissioner Mullins. He was looking into the role the Captiva Community Association (CCA) could play and said that for the CCA to be effective in the campaign, he needed to know what the time frame was and that the data CEPD was citing was accurate. An exchange of comments and questions transpired between Mr. Cunningham, Commissioner Mullins, and Chairman Boyle. Mr. Cunningham left the meeting without any of his comments or questions resolved and there was no further discussion of this matter.

Commissioner Holzheimer said she attended a meeting at SCCF where the role of that organization in the Red Tide problem was discussed. She suggested that CEPD should have the

same discussion and asked what were CEPD policies and procedures. There was some discussion about the confusion between Red Tide and Red Algae Drift. Commissioner Mullins outlined what the policies and procedures were, and Commissioner Holzheimer asked if CEPD were okay with what we have and comfortable with our ways of responding? Ms. Rooker mentioned that CEPD has Red Tide brochures and CEPD reports problems such as Red Tide to Parks and Recreation. They are mobilized for a response and have a budget.

Commissioner Jensen asked that the Commissioners be informed as to when Mr. Gray conducts his interviews and if Commissioners want to join, they can let Kathy know.

Commissioner Kaiser said that he was gratified that CCA was willing to assist CEPD and CEPD should work with them. He also mentioned the rusting newspaper boxes that are such an eyesore and suggested they be put out of sight. He also asked what had happened to the "Welcome to Captiva" sign. Commissioner Mullins said that money had been allocated in this year's budget for the sign. He also said that a volunteer group had been working on the design task but he did not know whether they had produced anything.

Commissioner Mullins provided an update on the Panel Meeting that occurred yesterday, that Captivans need to accept more responsibility and be more proactive in addressing issues that impact them, and that all constituents need to "get on the same side of the rope and pull."

Chairman Boyle asked Commissioner Kaiser if he would assist Ms. Rooker in designing a "Welcome to Captiva" sign and bring back something for the Board to see. Commissioner Kaiser agreed and said he would start on it in January. Chairman Boyle thanked Commissioner Mullins for his work as Chair and especially for pushing for getting the referendum done early and putting CEPD in a position to be "shovel-ready."

10. Adjourn

Chairman Boyle adjourned the meeting at 2:19 pm.

Minutes of the Briefing Meeting of the Captiva Erosion Prevention District
11513 Andy Rosse Lane, Unit 4, Captiva, Florida
December 15, 2011 @ 1pm

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

Consultants Present: Kathleen Rooker

1. Call to Order

Chairman Boyle called the meeting to order at 1PM.

2. Roll Call

The roll was taken and the results are detailed above.

3. FEMA

Kathy Rooker reported that the FEMA closeout meeting was held at 8AM on December 15, 2011. The meeting was very positive. FEMA requested one additional closing document. Since the actual damage to the Red Fish Pass groin was more extensive and incurred greater cost than originally estimated in 2004, FEMA will need the CEPD engineer to provide additional details of the damage to the groin and costs associated with the extended damage.

4. Request from Commissioner Manning's office

Commissioner's reviewed the email request from Nan Gonzalez, Executive Assistant to Lee County Commissioner John Manning. Commissioner Manning's office requested a copy of the December 14, 2011 CEPD Board Meeting agenda, back up materials, and minutes. Discussion took place concerning the meaning of back up materials. Commissioner Mullins' position was that back up materials did not mean the request was for the entire board meeting packet. Chairman Boyle's thoughts were that sending the entire board meeting packet was the best way to accommodate the request. Chairman Boyle asked Kathy Rooker to send Nan Gonzalez the entire Board meeting packet from December 14, 2011.

5. Citizen Committee

Dave Jensen and Kathy Rooker will coordinate a citizen committee to empower Captivan's to engage in conversation with Lee County decision makers in an effort to increase the contribution Lee County makes to beach nourishment projects on Captiva.

Meeting adjourned at 2:15PM

A Guide to Addressing the District Board

- a) Any citizen shall be entitled to speak on any matter **appearing on the official agenda under the section "Public to be Heard"**.
- b) A public comment period will be held at the beginning of every regular monthly meeting, immediately after the approval of minutes.
- c) Each person addressing the District Board shall give his/her name and address in an audible tone for the minutes.
- d) Each person addressing the District Board shall limit his/her address to **three minutes**.
- e) All remarks shall be addressed to the District Board as a body and not to any member thereof.
- f) **No person, other than the Commissioners and the person having the floor, shall be permitted to enter into any discussion, either directly or through a Commissioner, without the permission of the presiding officer.**
- g) No question shall be asked a Commissioner except through the presiding officer.
- h) Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the District Board shall be barred from further audience at that meeting before the District Board by the presiding officer, unless permission to continue or again address the District Board is granted by the majority vote of the Commissioners present.

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

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Dec '11	Budget - Dec '11	Variance - Dec '11	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Ad Valorem Tax	218,087.10	198,142.00	19,945.10	276,765.56	248,327.00	28,438.56	342,426.00	65,660.44
Interest income - Other	0.00	0.00	0.00	0.04	0.00	0.04	0.00	0.00
Other Income	427.00	100.00	327.00	3,016.48	2,693.00	323.48	3,893.00	876.52
Total Income	<u>218,514.10</u>	<u>198,242.00</u>	<u>20,272.10</u>	<u>279,782.08</u>	<u>251,020.00</u>	<u>28,762.08</u>	<u>346,319.00</u>	<u>66,536.96</u>
Gross Profit	218,514.10	198,242.00	20,272.10	279,782.08	251,020.00	28,762.08	346,319.00	66,536.96
Expense								
Administrative expenses	5,813.23	5,664.00	149.23	13,325.13	18,394.00	(5,068.87)	62,300.00	48,974.87
Capital outlay	0.00	8,000.00	(8,000.00)	858.81	8,000.00	(7,141.19)	30,000.00	29,141.19
Reserves	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	75,000.00
Cost of collecting Ad Valorem	4,361.74	3,800.00	561.74	8,397.65	8,200.00	197.65	9,400.00	1,002.35
Legal and professional fees	10,995.57	14,134.00	(3,138.43)	41,838.92	42,405.00	(566.08)	169,619.00	127,780.08
Total Expense	<u>21,170.54</u>	<u>31,598.00</u>	<u>(10,427.46)</u>	<u>64,420.51</u>	<u>76,999.00</u>	<u>(12,578.49)</u>	<u>346,319.00</u>	<u>281,898.49</u>
Net Ordinary Income	<u>197,343.56</u>	<u>166,644.00</u>	<u>30,699.56</u>	<u>215,361.57</u>	<u>174,021.00</u>	<u>41,340.57</u>	<u>0.00</u>	<u>(215,361.53)</u>
Net Income	<u>197,343.56</u>	<u>166,644.00</u>	<u>30,699.56</u>	<u>215,361.57</u>	<u>174,021.00</u>	<u>41,340.57</u>	<u>0.00</u>	<u>(215,361.53)</u>

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

Interlocal Agreements Update

- December 20, 2011 – Copy of both interlocals sent to Steve Boutelle with a follow up phone call.
- December 20, 2011 – Copy of Sanibel Interlocal sent to Judie Zimomra with a follow up phone call to Gates Castle (acting city manager) and an email to Judie who was on vacation.
- December 27, 2011 – S. Boutelle requests CEPD Resolution, Storm and Recreational Benefits Report and electronic copy of ILAs for editing purposes.
- December 28, 2011 – Forwarded Resolution and Benefits Study, and electronic version to Boutelle.
- January 10, 2012 – Response to first draft of Captiva ILA from Steve Boutelle, edits included.



Kathleen Rooker <mycepd8@gmail.com>

Agreement

Boutelle, Stephen <SBoutelle@leegov.com>

Tue, Jan 10, 2012 at 10:14 AM

To: Kathleen Rooker <mycepd8@gmail.com>

Cc: "Boutelle, Stephen" <SBoutelle@leegov.com>

Kathy,

Attached is your draft agreement with my edits in track changes. I assume you are familiar with that tool in Word; if not, call me. I am sure there are some things that will be acceptable. I also anticipate some of my changes will not be acceptable to you, and for some you will likely have a counter proposal. I know that not all of your Commissioners use electronic documents, but I would appreciate it if we can preserve the edit history via track changes as we go forward.

If you want to discuss any of my suggestions, I would be happy to do so. Let me know if you want to have a meeting or schedule a time for a phone call. Recall as I said previously that I expect to get to a point where we have "finalized" what we can agree on and highlighted the differences, with alternatives, for discussion with our respective Boards.

Looking forward to continuing to work through this with you,

Steve Boutelle

Marine Operations Manager

Lee County - Natural Resources Division

1500 Monroe Street

Fort Myers, Florida 33901

Ph: [239-533-8128](tel:239-533-8128)

FX: [239-485-8408](tel:239-485-8408)

boutelsj@leegov.com

www.lee-county.com

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

WHEREAS, the District and the County have successfully completed all obligations from prior Captiva renourishment agreements and believe it is in the interest of the public health, safety and

45 welfare ~~of the County~~ to continue to cooperate ~~with the District~~ in preventing erosion on Captiva Island,
46 ~~which includes the protection of county resources such as Captiva Road, Blind Pass Bridge, Turner Beach~~
47 ~~and beach access areas at Alison Hagerup Beach Park, Andy Rosse Lane, Chapin Lane, Captiva Drive,~~
48 ~~Laika Lane, and Wightman Lane.~~

49
50 NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained
51 herein, the District and the County agree as follows:
52

53
54 Section One: Purpose of Agreement
55 The purpose of this agreement is to acknowledge joint support for and to define a method for allocation
56 of costs and responsibilities for "The Captiva Island 2013-2014 Beach Maintenance Renourishment
57 Project", adopted by Captiva Erosion Prevention District Resolution 2010-10, hereinafter referred to as
58 the "Project". This Agreement shall supersede and replace the March 1, 2005 Interlocal Agreement
59 Between Lee County and the Captiva Erosion Prevention District for Funding of Beach Renourishment,
60 the parties acknowledging that such prior Agreements have been satisfied.
61

62 Section Two: Scope of the Project
63 a) The Project shall consist of necessary design, permitting, engineering, construction, ~~project~~
64 ~~management~~ and monitoring along the Captiva Island shoreline extending from R84 at the
65 northern end of Captiva to R109 at Blind Pass. The Project will also include all state and federal
66 permit required maintenance and monitoring ~~for a period of seven years as required by the~~
67 ~~permitting agencies.~~
68 b) The Project will be constructed in accordance with applicable local, state and federal permitting
69 rules, regulations, ~~approvals~~ and permits.
70

71 Section Three: Obligations of the County
72 a) Cooperate to the greatest extent possible in the acquisition of temporary construction
73 easements necessary to construct the Project.
74 b) Maintain those beach accesses, parking areas, and other public use facilities under its control
75 during the period prior to construction and thereafter, as reasonably permitted in consideration
76 of the public, health, safety and welfare.
77 c) Cooperate to the greatest extent possible with the District in the completion of permit required
78 monitoring of the Project areas ~~under its control as required by permit conditions associated~~
79 ~~with the Project through post construction year seven (7).~~
80 d) ~~Cooperate~~ Support to the greatest extent possible ~~with~~ the District's desire to be able to permit
81 and schedule scheduling of daily construction activities (24 hours a day, 7 days a week every day
82 of the year) in order to maximize construction efficiency and reduce construction costs.
83 ~~e) Cooperate to the greatest extent possible with the District in support of seeking permits for~~
84 ~~construction activities during turtle season as well as the support of construction activities~~
85 ~~pursuant to such permits.~~
86 f)e) Cooperate to the greatest extent possible with the District in allowing all reasonable staging and
87 beach access including use of County maintained parking areas for project contractors,
88 construction and equipment.
89 g) Cooperate to the greatest extent possible with the District in the procurement of grants for the
90 Project.
91 ~~h) The County will budget funding necessary to complete the Project.~~

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

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96 Section Four: Obligations of the District

97 | a) Monitor the Project area as required by permit and provide the results of the monitoring to the
98 | County concurrent with submittal to permitting agencies.

99 | b) Apply for all necessary permits for the Project.

100 | c) Prepare detailed plans and specifications for the Project including provision that any County
101 | property used for staging and beach access including use of parking areas for project
102 | contractors, construction and equipment is left in conditions equal to or better than before it
103 | was used for the Project.

104 | d) Endeavor to secure grant funding to pay a portion of the costs of the Project, and try in all
105 | reasonable ways to maximize construction efficiency and reduce construction costs.

106 | e) Prior to soliciting bids, submit for County approval a detailed scope of work for each task.

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107 | e)f) Secure competitive bids for all work to be performed by contracts.

108 | g) Prior to award of construction contract(s), sSubmit to the County a detailed estimate of costs of
109 | the Project, a tabulation of all bids received, and a copy of the contract recommended by the
110 | District to be awarded. Costs shall include all costs reasonably necessary to accomplish the
111 | Project, including but not limited to design, engineering, permitting, project management and
112 | construction.

Comment [SJB1]: Already covered in Section 2.

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

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116 | h)i) Notify the County within thirty (30) days of the satisfactory completion of each major phase of
117 | the Project including at a minimum design and permitting, construction, and each annual
118 | monitoring event. The District will provide a certification of final Project costs for each major
119 | phase of the Project, including detailed costs and sources of funds received for each task in that
120 | phase for the Project and use of Project Funds.

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

123 | i)k) Keep books, records, documents and other evidence pertaining to costs and expenses incurred
124 | for the construction to the extent and in such detail as will properly reflect total Project costs
125 | and funding of the Project. The District will make available at its office at reasonable times, such
126 | books, records, documents and other evidence for inspection and audit by authorized County
127 | representatives for a minimum of three years after completion of construction of the Project

128 | j)l) The District or its agents will act as Project sponsor and manager.

129 | j)m) Notify the County of the final completion of the state and federal permit-required
130 | Project monitoring within thirty (30) days of completion.

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

Comment [SJB2]: I don't object, but it is not really an obligation of the District.

135 | Section Five: ~~County~~ Cost Sharing Provisions:

136 |
137 | a) The cost allocation between the District and County will be based on total Project costs as
138 | described in Section Two and certified by the District pursuant to Section Four (h) herein.

139 a)b)The County will pay-reimburse the District for a share of eligible Project costs, as described in-
140 Section FourTwo, associated with the Project and incurred subsequent to the effective date of
141 this Agreement based on the cost sharing methods described below.

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142 a)
143 a)c) The state funding, provided through the Florida Department of Environmental Protection (DEP)
144 is based on the limits of designated critically eroded shoreline, the presence of public access
145 points, and the proximity and number of parking spaces available to the general public on an
146 equal access basis. The details of the funding eligibility are described Chapter 62B-36, Florida
147 Administrative Code, and specified for this Project in DEP Contract DDDDD. The total eligible
148 state funding is known as the State Share.

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149 a)d) The federal funding, provided through the United States Army Corps of Engineers (USACE) is
150 based on the Congressionally authorized Captiva Segment of the Lee County, Florida, Beach
151 Erosion Control Project and is specified in Project Participation Agreement XXXXX. The total
152 eligible federal funding is known as the Federal Share.

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153 a)e) Other project funding provided by entities other than the DEP, USACE, County or District shall
154 collectively be referred to as Grant Funding.

155 a)f) The benefits of the Project have been documented in Captiva Island 2013-14 Beach
156 Nourishment Project Benefit Analysis (William B. Stronge, PhD, October 2010). The relative
157 benefit for recreation is 69.9% versus 30.1% benefit for storm protection.

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158 a)g) The County Recreation Share (CR) shall be calculated as follows:

159 a)
160 $CR = (E-F-S-G)*R*A$
161 a)
162 a)
163 E is eligible Projects costs as described in Section Five (a). F is the Federal Share described in
164 Section Five (d). S is the State Share described in Section Five (c). G is Grant Funding
165 described in Section Five (e). R is the recreational benefit (69.9%) described in Section Five
166 (f). A is the publicly accessible shoreline percentage as stated in DEP Contract DDDDD.

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167 The County will pay a Project cost share based on the following formula provided by the County:

168
169 *Information required to calculate recommended TDC share (T) of beach restoration or nourishment*
170 *project funding: Eligible Project Costs (E), Federal Share (F), State Share (S), Recreational Benefit*
171 *percentage (R), and Publicly Accessible Shoreline percentage (A).*

172
173 $T = (E - F - S) * R * A$

174
175 *If multiple segments are combined with different values for the items above, the TDC share will be*
176 *weighted by segment length (L) or volume (typically length). Either way it should be similar. Assuming*
177 *there are 3 segments (1, 2, & 3) the overall TDC share would equal:*

178
179
$$\frac{((T1 * L1) + (T2 * L2) + (T3 * L3))}{[L1 + L2 + L3]}$$

180
181 Notwithstanding the above formula, in no event shall the County share of the costs associated with the
182 Project be less than \$8,000,000.00.

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184 h) Based on the County ownership of Turner Beach Park and Alison Hagerup Beach Park, the
185 County owns approximately 1.62% (P) of the Project beach frontage. In addition to the County

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Recreational Share, the County will pay a County Storm Protection Share (CS) calculated as follows:

b) $CS = (E-F-S-G) * (1-R) * P$

b)i) The total County Share will be the sum of the County Recreation Share and the County Storm Protection Share.

b)j) The County will provide reimbursement of costs in accordance with this Agreement within thirty (30) days of receiving an invoice from the District including adequate documentation of eligible Project costs.

b)k) The County recognizes that the Project might be constructed by the USACE. In that case, upon written request from the USACE to the District, the County will advance the estimated County share for construction to the District. Upon completion of construction, the final costs as reported by the USACE and the formulas herein will be used to determine what the actual County share was for the construction portion, and reimbursement to the County will be made by the District within thirty (30) days of USACE returning excess funds to the District.

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

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

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

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Section Six: Hold Harmless

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

Section Seven: Notices

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

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

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

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Section Eight: Modifications

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

Section Nine: Term

This Agreement shall commence upon execution and continue from year to year uninterrupted, and shall terminate upon 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 Ten: 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 Eleven: Cancellation

- a) Either Party may cancel this Agreement for any reason prior to opening of bids for construction by providing thirty (30) days written notice of intention to cancel. Any costs incurred with this Project prior to a cancellation will be shared by the Parties hereto in accordance with Section Five except as provided herein below.
- b) If the Agreement is canceled, all other terms and conditions of this Agreement will be void, except any conditions necessitated by a permit will continue in full force and effect.
- c) Failure to fulfill the material obligations as stated herein shall be grounds for cancellation of this Agreement, in which case any costs incurred with this project prior to a cancellation will be borne by the Party that failed to meet their obligations hereunder.

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

WHEREAS, it is in the interest of the public health, safety and welfare of the County to cooperate with the District in preventing erosion on Captiva Island, which includes the protection of county resources such as Captiva Road, Blind Pass Bridge, Turner Beach and beach access areas at

Alison Hagerup Beach Park, Andy Rosse Lane, Chapin Lane, Captiva Drive, Laika Lane, and Wightman Lane.

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

Section One: Purpose of Agreement

The purpose of this agreement is to acknowledge joint support for and to define a method for allocation of costs and responsibilities for "The Captiva Island 2013-2014 Beach Maintenance Renourishment Project", adopted by Captiva Erosion Prevention District Resolution 2010-10, hereinafter referred to as the "Project". This Agreement shall supersede and replace the March 1, 2005 Interlocal Agreement Between Lee County and the Captiva Erosion Prevention District for Funding of Beach Renourishment, the parties acknowledging that such prior Agreements have been satisfied.

Section Two: Scope of the Project

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

Section Three: Obligations of the County

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

Section Four: Obligations of the District

- a) Monitor the Project area as required by permit and provide the results of the monitoring to the County.
- b) Apply for all necessary permits for the Project.
- c) Prepare detailed plans and specifications for the Project.
- d) Endeavor to secure grant funding to pay a portion of the costs of the Project.
- e) Secure competitive bids for all work to be performed by contracts.
- f) Submit to the County a detailed estimate of costs of the Project. Costs shall include all costs reasonably necessary to accomplish the Project, including but not limited to design, engineering, permitting, project management and construction.
- g) Maintain those beach accesses, parking areas, and other public use facilities under its control during the period prior to construction and thereafter, as reasonably permitted in consideration of the public health, safety and welfare.
- h) Notify the County of the satisfactory completion of the Project. The District will provide a certification of final Project costs, sources of funds received for the Project and use of Project Funds.
- i) Provide funding for the Project based on an allocation of costs in accordance with Section Five of this agreement.
- j) The District or its agents will act as Project sponsor and manager.
- k) The District may, at its sole option, coordinate regionally with other eligible government entities when it is in the best interests of the District, particularly in sharing resources for cost savings purposes.

Section Five: County Cost Sharing Provisions:

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

The County will pay a Project cost share based on the following formula provided by the County:

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

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

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

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

Notwithstanding the above formula, in no event shall the County share of the costs associated with the Project be less than \$8,000,000.00.

- b) The cost to monitor the Project on Captiva Island is not part of the cost sharing referenced above. The County and District will pay equal shares of the cost to monitor the Project on Captiva Island in years 1,2,3,5 and 7, post construction.
- c) The County will provide all funding referenced in Section Five of this agreement within 30 days of signing the agreement.
- d) In no event shall the County provide cost sharing in a proportion less than that which it provides for any other beach renourishment maintenance project within the County.

Section Six: Hold Harmless

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

Section Seven: Notices

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

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

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

Section Eight: Modifications

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

Section Nine: Term

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

Section Ten: Severability

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

WHEREAS, the District Engineer has prepared an Engineering and Design Report dated July 2010, and revised October 2010, describing the northern Sanibel mitigative project extending between R. 110.5 and R. 116 (hereinafter referred to as the Sanibel Project), and has filed a copy with the Board in the District offices.

12/19/11

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

Section One: Purpose of Agreement

The purpose of this agreement is to acknowledge joint support for and to define a method for allocation of costs and responsibilities for the Sanibel Project. This Agreement shall supersede and replace any prior Interlocal Agreements between any of the parties for cost sharing of beach placement on Sanibel Island, specifically including but not limited to the March 1, 2005 Interlocal Agreement Between Lee County and the Captiva Erosion Prevention District for Funding of Beach Renourishment, the parties acknowledging that such prior Agreements have been satisfied.

Section Two: Scope of the Sanibel Project

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

Section Three: Obligations of the County

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

12/19/11

- i) Provide funding for the Sanibel Project based on an allocation of costs in accordance with Section Six of this agreement.
- j) The County at its cost will install signage at the renourished north Sanibel Island beach and Turner Beach indicating the District in cooperation with the County and City has restored the beach.
- k) The County at its cost will install signage at the north Sanibel Island side of the Blind Pass Bridge noticing Captiva parking areas and Captiva major service points and/or points of interest.

Section Four: Obligations of the City of Sanibel

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

Section Five: Obligations of the District

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

Section Six: County Cost Sharing Provisions:

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

The County will pay a Project cost share of 50% of the remaining cost calculated after the state share is subtracted from the costs.

- b) The cost to monitor the Sanibel Project is not part of the cost sharing referenced above. The County and District will pay equal shares of the cost to monitor the Project in years 1,2,3,5 and 7 post construction.
- c) The County will provide all funding referenced in Section Six of this agreement within 30 days of signing this Agreement.
- d) In no event shall the County provide cost sharing in a proportion less than that which it provides for any other beach renourishment maintenance project within the County.

Section Seven: Hold Harmless

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

Section Eight Notices

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

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

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

City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957

Section Nine: Modifications

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

Section Nine: Term

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

Section Ten: Severability

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

Captiva Erosion Prevention District
Request for Information (RFQ) Schedule
January 5, 2012
Draft

Activity	Due Date	Time
Vendor responses due	2/13/2012	5:00 pm
Selection Committee first meeting (at Thursday Board Briefing)	2/23/2012	1:00 pm
Follow-up information request sent out to vendors (if necessary)	2/27/2012	
Follow-up information request returned to CEPD (if required)	3/9/2012	5:00 pm
Selection Committee Second Meeting (if necessary – at Thursday Board Briefing)	3/15/2012	1:00 pm
Recommendations to Board of Commissioners (at Thursday Board Briefing)	3/15/2012	1:00 pm
Board approval of Selection Committee recommendations (at Wednesday Regular Board Meeting)	4/11/2012	noon

Proposed Additional Consultant Update

Current Budget: \$25,000 (part time)

Proposed Billing Rate: \$86,000 (Partners in Progress, full time)

Theresa Marks Ratings

Summary

<u>Year</u>	<u>Institution</u>	<u># of Ratings</u>	<u>Overall Quality</u>	<u>Helpfulness</u>	<u>Clarity</u>	<u>Rater Interest</u>
01 -05	Prince Georges	7	1.3	1	1.6	1.6
06 - 07	FGCU	3	1.7	1.7	1.7	2.7
05 - Pres.	Edison	19	1.7	1.6	1.8	1.4

1 = lowest score

5 = highest score

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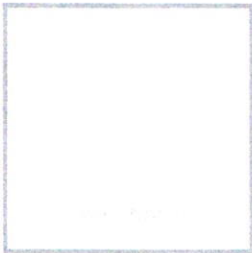


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Tereza Marks



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 Department: **Biology**

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DATE	CLASS	RATING	COMMENT
12/23/05	Bio 101	Poor Quality Easiness Helpfulness Clarity Rater Interest	She is a hard professor and she is not out to help you at all. If you get her, you are pretty much on your own. Dont take her.
8/12/05	bio 101 on line	Poor Quality Easiness Helpfulness Clarity Rater Interest	i took this class twice. failed it with mr. ross and then again with ms. marks. i really wish i tried harder with mr. ross because he made the class SOOOO interesting and fun and teresza marks just sucked the life out of it. don't take from her cause she is not good. you will hate it.

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Tereza Marks



Name: **Tereza Marks**
 School: **Prince George's Community College**
 Location: **Largo, MD**
 Department: **Biology**



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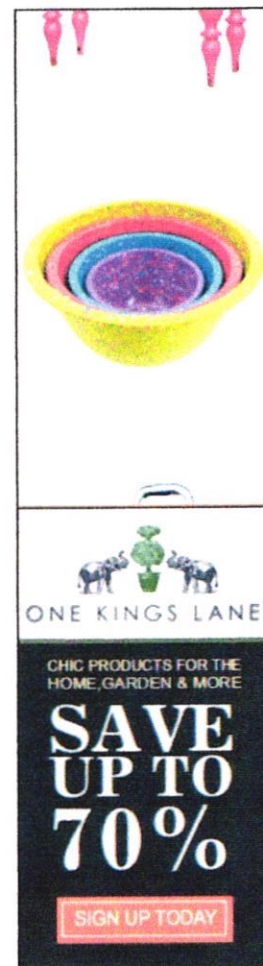
Professor Rebuttals

Date	Class	Rating	Comment
8/11/11	bio1010	Poor Quality Easiness: 1/5 Helpfulness: 1/5 Clarity: 2/5 Rater Interest: 4/5	I had to hire a Chem Bio student to tutor me for this class. She could not believe the difficulty of the tests for Gen Bio! Very difficult and unrelated to course material. Instructor very unresponsive, unreasonable and unresponsive. This course was awful. I have never felt so frustrated in any course I have taken. Please reconsider.
7/7/10	sci361	Poor Quality Easiness: 2/5 Helpfulness: 2/5 Clarity: 3/5 Rater Interest: 2/5	WORST PROFESSOR OF ALL TIME! NOT HELPFUL, FRIENDLY OR INTERESTED IN THE STUDENTS! DO NOT TAKE ANY OF HER CLASSES.
7/1/10	SCI362	Poor Quality Easiness: 2/5 Helpfulness: 2/5 Clarity: 3/5 Rater Interest: 4/5	I took this class on-line. I found Professor Marks not helpful at all and not so clear with her instructions. She graded all my papers with tons of comments but I could not seem to understand what she was really looking for, ever!
9/21/09	BIO101	Poor Quality Easiness: 2/5 Helpfulness: 2/5 Clarity: 2/5 Rater Interest: 2/5	She is the worst professor of all time. Dont take her. She will go through the subjects and never look back so fast. I swear please dont take her she will fail you.
12/30/08	bio102	Poor Quality Easiness: 3/5 Helpfulness: 2/5 Clarity: 2/5 Rater Interest: 2/5	A real witch

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Theresa Marks



Name: **Theresa Marks**
 School: **Florida Gulf Coast University**
 Location: **Fort Myers, FL**
 Department: **Biology**



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Professor Rebuttals

DATE	COURSE	RATING	COMMENT
6/25/07	bioenv	<p>Poor Quality</p> <p>Easiness: </p> <p>Helpfulness: </p> <p>Clarity: </p> <p>Rater Interest: </p>	<p>Prof. was a very nice person, but didn't show a great deal of academic knowledge herself. Was easily upset by simple questions, and did not explain lessons well. Constantly stated that her confusing assignments were designed for second graders. Once again, nice person, terrible Prof. Maybe it was a personality thing, it appeared to be widespread.</p> <p></p>
4/6/07	BSC1051	<p>Poor Quality</p> <p>Easiness: </p> <p>Helpfulness: </p> <p>Clarity: </p> <p>Rater Interest: </p>	<p>I didn't have a good experience with this prof. Interesting class, but i would take another teacher.</p> <p></p>
12/12/06	bsc1051	<p>Poor Quality</p> <p>Easiness: </p> <p>Helpfulness: </p> <p>Clarity: </p> <p>Rater Interest: </p>	<p>I do not recommend this teacher. I liked the book for this class, but the teacher was poor academically.</p> <p></p>

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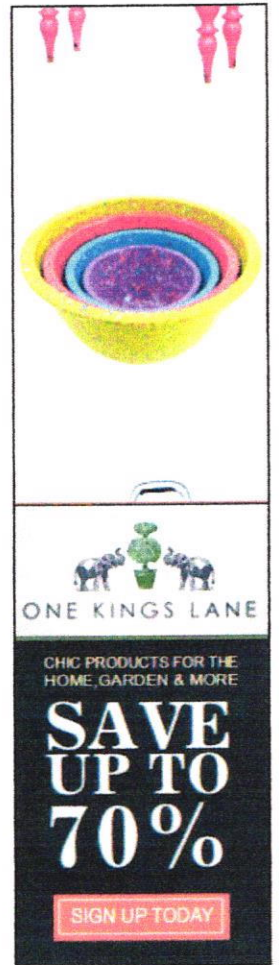
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Tereza Marks



Name: **Tereza Marks**
 School: **Edison State College**
 Location: **Fort Myers, FL**
 Department: **Biology**



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Professor Rebuttals

DATE	CLASS	RATING	COMMENT
10/28/11	a106	● Poor Quality Easiness: 2/5 Helpfulness: 2/5 Clarity: 3/5 Rater Interest: 1/5	I took this class online which i sincerely regret,because i was unaware of how bad the teacher was. She wasnt very helpfull when you would ask a question.she would give you short answer like it's in the syllabus or I already explained this.She would make you feel dumb.The test were barely of the assignments given. I dropped this class w/o refund =[
8/16/11	bio1010	● Poor Quality Easiness: 1/5 Helpfulness: 2/5 Clarity: 3/5 Rater Interest: 4/5	Please stay away from this professor if you want to maintain a good GPA.
8/13/11	Bio1010	● Poor Quality Easiness: 2/5 Helpfulness: 2/5 Clarity: 3/5 Rater Interest: 4/5	Scored a B in this class. No thanks to the teacher. There are good teachers and bad ones. This teacher was bad. Most of her students did poorly, and there were many complaints agianst her. Her last two Exams were graded on a curve. That should say something about her test! Would not reccommend taking this course.
8/13/11	Bio1010	● Poor Quality Easiness: 2/5 Helpfulness: 2/5 Clarity: 3/5 Rater Interest: 4/5	Received an A prior semester taking Intro to Bio, Which was challenging, but course material was clear and teacher prepared students for test properly. This teacher tells you to know everything you read down to the most irrelevant detail. She is quick to respond to emails only to give you generic responses. Basiclly, telling you to bad. Stay away!
8/12/11	BSC1010	● Good Quality Easiness: 4/5 Helpfulness: 4/5 Clarity: 4/5 Rater Interest: 4/5	The tests follow the textbook, the online powerpoint's she has I didn't find helpful. She gives you like 3-4 weeks for each unit, which is a LONG time. She gives you a week to take the test. The test's are hard, but it's a hard subject, a lecture may be better if you have limited exp in BIO. Some kid on here keeps posting her class is bad, its not

8/12/11	BSC1010	<p>Good Quality</p> <p>Easiness  Helpfulness  Clarity  Rater Interest </p>	<p>I took this class over the summer and its an EOL course, it wasn't my first EOL so I was prepared for what to expect. I know a lot of the students weren't happy with this teacher because it's not an easy A. If you turn all your assignments in and score like B's and C's on the test you will pass. She answers questions fast, and follows the syllabus.</p> <p>Report this rating</p>
8/11/11	bio1010	<p>Poor Quality</p> <p>Easiness  Helpfulness  Clarity  Rater Interest </p>	<p>Please reconsider taking this class on line. Very difficult professor. Glad the class is over. Really turned me off to on line classes.</p> <p>Report this rating</p>
8/11/11	bio1010	<p>Poor Quality</p> <p>Easiness  Helpfulness  Clarity  Rater Interest </p>	<p>I found this class very frustrating. I had a 4.0 GPA until this class. The tests are completely unrelated to the course material. There are no real answers to questions asked and the instructor is very unresponsive to questions asked. This was my first online experience. It has turned me off to future online classes. Tests are ridiculous.</p> <p>Report this rating</p>
8/11/11	bscbcs	<p>Poor Quality</p> <p>Easiness  Helpfulness  Clarity  Rater Interest </p>	<p>If you value your GPA, please don't take this class with this instructor. I wish I had gone to this site before I signed up for this class. I found this class to be frustrating and overwhelming. I no longer have a 4.0 GPA. The teacher is unresponsive and the tests are given on topics that are not related to the course material given.</p> <p>Report this rating</p>
8/8/11	Bio1010	<p>Poor Quality</p> <p>Easiness  Helpfulness  Clarity  Rater Interest </p>	<p>So glad it's over. I love biology, but I regret registering for this class. Test were unfair. She gives you tons of resources, but not of them touch completely on what she is testing. Very rigid grading structure. Miss one assignment you are in trouble. She will not work with her students!</p> <p>Report this rating</p>
8/7/11	bio1010	<p>Poor Quality</p> <p>Easiness  Helpfulness  Clarity  Rater Interest </p>	<p>This course was awful. I will never take another class with this teacher.</p> <p>Report this rating</p>
8/7/11	Bio1010	<p>Poor Quality</p> <p>Easiness  Helpfulness  Clarity  Rater Interest </p>	<p>She's quick to respond to emails, but she no empathy for her students. Regardless of ALL the work she has you do Her test cover things that you wouldn't even conder studing. Will not even budge in extending the test time frame. So she expects you to answer each question without thinking. Would not recommend her for any type of teaching. Stay away!!!!</p> <p>Report this rating</p>
8/5/11	BSC1010	<p>Poor Quality</p> <p>Easiness  Helpfulness  Clarity  Rater Interest </p>	<p>She was horrible when it came to asking for help. Tests were way too specific. How are you supposed to remember every little detail in every picture?</p> <p>Report this rating</p>
8/3/11	BIO1010	<p>Poor Quality</p> <p>Easiness  Helpfulness  Clarity  Rater Interest </p>	<p>Don't take unless you like to be frustrated. Awful teacher! Test are very hard and the questions are setup to trick you. I can truley say that I think she enjoys failing people. I got a B in the class, but I worked my butt off and this is from a person with a 4.0. I almost had to drop another class because I couldn't keep up with all the work!</p> <p>Report this rating</p>
8/1/11	BIO1010	<p>Poor Quality</p> <p>Easiness  Helpfulness  Clarity  Rater Interest </p>	<p>The only thing good about this class....is that it's over! It seems like she doesn't get that her students don't have PHD in biology. Test are extremely difficult and not enough time is provided. Don't bother asking for more time. (Even if it's your last request, she will NOT help you out.)</p> <p>Report this rating</p>
7/30/11	BSC175	<p>Poor Quality</p> <p>Easiness  Helpfulness  Clarity  Rater Interest </p>	<p>I have taken over 12 classes online and have dealt with many different course structures and methods. There have been challenging ones, yet I have never felt it unreasonable of what was asked of me. I have maintained a 4.0 GPA which was ruined by this class. This teacher is very unreasonable and will not help with anything. I have pleaded with her</p> <p>Report this rating</p>

- 1/5/11 bsc1010 ● Average Quality

Easiness ■■■■■

Helpfulness ■■■■■

Clarity ■■■■■

Rater Interest ■■■■■

This teacher is caring and helpful as long as you are willing to help yourself. She is a very sweet person. Her test are not easy!!! ✓
- 12/12/10 bsc1010 ● Average Quality

Easiness ■■■■■

Helpfulness ■■■■■

Clarity ■■■■■

Rater Interest ■■■■■

Would not recommend this teacher--She knows what she is talking about b ut what she teaches is nothing how her tests are!!! She does not seem to care that the average test scores are 55-60% for the class---Do not take this teacher!!!! am a straight A student and I recieved a C in this class ✗ Report this rating
- 11/22/10 bsc1010 ● Average Quality

Easiness ■■■■■

Helpfulness ■■■■■

Clarity ■■■■■

Rater Interest ■■■■■

Prof. Marks knows her stuff-but her tests are nothing like she teaches-I would NOT take her again!!!!She doesn't seem to care why her whole class are averaging a 55-60 on her tests--maybe it's the tests because the whole class cannot be stackers!!! ✗ Report this rating

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Current Agreement.....expires 5/31/12

Update on Citizens Committee

- Met with Committee on December 22, 2011. Report provided in Board Packet.
- Met with Jack Cunningham representing the CCA on December 23, 2011. Members of the CCA are using the sample letters as a guide to contact Lee County Commissioners and State of Florida Legislators.
- Met with Denise Beggs on December 23, 2011. Denise is circulating the packets and letters among realtors.
- Presented to approximately 80 realtors of the San/Cap Association of Realtors on January 5, 2012. Passed out bullet points and sample letters with contact information. Realtors requested an electronic version of the letters. Distributed this to the Association Executive, Nancy Banker on January 5, 2012.
- Bullet Points and sample letters distributed to CEPD Board on January 11, 2012.

Captiva Citizens Committee

Meeting Summary
December 21, 2011

Present: MaryAnn Cowart, Mike Boris, Dave Jensen, Kathy Rooker, Max Forgarty

Absent: Denise Beggs, Jay Brown, Mimi Schwartzel, Kim Herres

Summary:

Kathy informed those present that she will be meeting individually with Denise, Jay, Mimi, and Kim who were absent due to travel out of state or having other commitments.

The Committee first reviewed and discussed the funds that were needed from Lee County for the next beach nourishment. A historical perspective of funding for the last three projects was reviewed as well as the steady decline in the funding provided by Lee County. Everyone agreed that \$8 million was the minimum required from Lee County and perhaps that will not be enough. Unless Lee County provides at least this amount, property owners will bear the burden of significantly larger assessments as compared to the past for beach nourishment. It will be a hardship for property owners.

Captiva's ten years of contributions to Lee County in the form of bed tax and property tax revenues were distributed on a spread sheet. The committee agreed that Captiva contributes hefty property taxes to Lee County as well as a healthy portion of bed taxes. The return to Captiva from these revenues is very little. Lee County needs to deliver a higher rate of return to Captiva and that should be done in the form of at least \$8 million for beach nourishment.

Talking points and contact information for Lee County Commissioners were distributed. A sample email letter for County Commissioners was also provided. In addition to contacting Commissioners through email, the committee discussed getting the information out during the public comment portion of the Board of County Commissioners meetings. Each meeting, a Captiva citizen could share the importance of the \$8 million in funding for the next project with County Commissioners. The group felt this is an effective strategy. Kathy will provide the meeting schedule and public comment information for Mike and MaryAnn. MaryAnn will share talking points with South Seas property owners and Mike will share the information during a meeting with Sunset Captiva property owners in January.

Neighborhood pool meetings and gatherings were also seen as a good vehicle to get the information out. Kathy stressed the importance of people taking action once they receive the information. The Committee agreed that they wish to foster a positive relationship with Lee County Commissioners. Mike and MaryAnn requested that Kathy provide them with additional copies of the information for distribution. They will pick up next week. Kathy said she will provide any additional information that may be helpful. MaryAnn commented that she would also bring South Seas property owners to the CEPD office.

The committee also received information on state funding as well as contact information. With little state money to go around for beach projects, Captivans will need to contact our Lee County representatives in Tallahassee in January to push the Captiva project forward for funding. Other counties have state representatives that are pushing projects to bring funding back to their county for beach nourishment. It is critical that we ask Lee County legislators in Tallahassee to do the same for Lee County. Captiva's project is ranked above the other Lee County projects. It will have the best chance for

funding but not without Lee County legislators pushing the project forward. The legislative session begins on January 10, 2012 in Tallahassee. It is important to contact our representatives now. A sample email letter for state legislators was also distributed. Contact information was provided as well as a list of state projects under consideration and the rankings.



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard, Jr.
Secretary

December 14, 2011

Captiva Erosion Prevention District
c/o Stephen Keehn, P.E.
Coastal Planning and Engineering, Inc.
2481 NW Boca Raton Boulevard
Boca Raton, FL 33431

REQUEST FOR ADDITIONAL INFORMATION (RAI #1)

DEP File Number: 0200269-007-BN, Lee County
Applicant Name: Captiva Erosion Prevention District
Project Name: Captiva and Sanibel Island Nourishment Project Modification

Dear Mr. Keehn:

This letter is to acknowledge receipt of your application to modify a Joint Coastal Permit on November 14, 2011, pursuant to Chapter 161 and Part IV of Chapter 373, Florida Statutes; and authorization to use state-owned submerged lands, pursuant to Chapter 253, Florida Statutes.

Please be advised that your permit application is considered to be incomplete as provided for by Chapter 120.60, Florida Statutes, and Rule 62B-49, Florida Administrative Code. Receipt of information listed below is required. The items of information are numbered to correspond with the item numbers on the application form.

When replying to this Request for Additional Information (RAI), please address your response to my attention (the undersigned permit processor). Please keep your RAI response separate from Scope of Work (SOW) submittals to the Project Manager in the Bureau's Beach Erosion Control Program. Misdirecting your response or combining your response with SOW matters will delay the review of your application. Please feel free to **courtesy copy** any other individuals with your response, but only responses addressed to the permit processor will be reviewed as part of your permit application.

Please submit three (3) hard copies of your response. Also, please prepare and submit one (1) electronic copy of your response (response document text, all attachments, and drawings) and submit it on a CD in Adobe Acrobat Reader® (.pdf) format.

5. Describe in general terms the proposed activity including any phasing.

Because this is an expansion of a borrow area that is previously permitted and used, please rename the borrow area for this modification to better differentiate between the original borrow area and the expansion area. This is a large expansion and the name should reflect the expansion for the sake of clarity in permitting and future review of the file. Naming the borrow area VI Expansion, VI-Exp, Via, or something to that effect will suffice. This name should follow through discussion of the borrow area in the permit drawings, project description, and all permitting documents, pursuant to 62B-41.008(1)(q), F.A.C.

Additionally, as previously discussed, the two year extension is not allowed by the Statutory Exemption cited (Section 79 of Chapter 2011-139 Laws of Florida (HB 7207), as the expiration date falls after Jan 1, 2014.

23. Complete sets of construction plans and specification for the proposed activity, certified by an engineer duly registered pursuant to Chapter 471, Florida Statutes. The plans shall clearly distinguish between existing and proposed structures and grades, and shall include the following:

- a. Plan view of the proposed activity depicting the mean high-water line, any easement boundary and the erosion control line (if applicable) within the area of influence of the proposed activity. Identify the boundaries of significant geographical features (e.g., channels, shoals) and natural communities (e.g., submerged grass beds, hardbottom or mangroves) within the area of influence of the activity. Include a north arrow and a scale bar on each drawing.

Please provide a plan view map original Borrow Area VI to better illustrate the expansion of the borrow area. Because this is an expansion of a borrow area that was previously permitted and used, please rename the borrow area for this modification to better differentiate between the original borrow area and the expansion area. This is a large expansion and the name should reflect the expansion for the sake of clarity in permitting and future review of the file. Naming the area borrow area VI Expansion, VI-Exp, Via, or something to that affect will suffice. This name should follow through discussion of the borrow area in the permit drawings, project description, and all permitting documents, pursuant to 62B-41.008(1)(k)(I) F.A.C.

- c. Details of construction, including materials and general construction procedures and equipment to be used (e.g., construction access, dredging method, dredged material containment, pipeline location).

Please provide a dredging plan for excavation of the borrow area sediments that provides the most efficient utilization of the entire volume of borrow area sediment over the course of the initial and subsequent beach nourishment projects, according to 62B-41.008(1)(k)(3) F.A.C. Borrow Area VI has been previously used in 2006 and 2008 and material was left behind that is not easily dredgeable. Borrow area sediment management should conserve the beach fill material remaining within the borrow area after completion of each nourishment event. The dredging plan should specify the sequence of excavation areas within the borrow area such that the remaining material after each nourishment event will reside within the borrow area cut where it can be efficiently and economically excavated during subsequent events. The conservation of sand resources objective is to excavate all the available beach compatible sediment in such a manner that no significant quantity of material remains where it is not technically or economically feasible to extract during a subsequent event. (There is mention in the application that the final plans will prioritize the dredge areas, but that information should be included at this stage for review.)

24. In addition to the full-size drawings requested above, the information required under Paragraphs (20), (22) and (23) above shall be provided on 8 1/2-inch by 11-inch paper, certified by an engineer duly registered pursuant to Chapter 471, Florida Statutes. Each drawing shall include an accurate scale or dimensions, and all information shown on the drawing shall be clearly legible.

Please refer to comment number 23 (according to 62B-41.008(1)(k)(1-3) F.A.C.).

27. Permit applications for excavation or fill activities shall include the following detailed information concerning the material to be excavated and the existing or native material at the beach fill site:
- a. Site plans showing the location of all core borings and the boundaries of the area to be excavated.

As requested under item 23, please provide a site plan showing the location of the previously permitted Borrow Area VI within the expansion being requested. The locations of the vibracores, subareas, and the dredge depths should also be on this drawing. (62B-41.008 (1)(k), F.A.C)

- d. Carbonate content and percent organics by dry weight from representative stratum in each core. Chemical analyses shall be required if there is reason to suspect that the sediments are contaminated.

Please provide any available carbonate data on the borrow area samples. (This information was not located in the application.) (62B-41.008(4)(a), F.A.C.)

- e. Representative physical samples and particle size, color and carbonate content of the existing or native material at the beach fill site.

Please provide all applicable sediment data for the beach material. No data was included in the application so that a compatibility analysis could be performed for the expansion of the borrow area. (If information is needed regarding the sediment data to be submitted for the beach in order to complete a compatibility analysis, please contact Dr. Jennifer Koch at BBCS and/or refer to the Offshore Sand Search Guidelines available on the Bureau's website.) (62B-41.008(4)(a), F.A.C.)

- f. A sediment QA/QC plan that will ensure that the sediment to be used for beach restoration or nourishment will meet the standards set forth in paragraph 62B-41.007(2)(j), F.A.C.

Please provide a sediment QA/QC plan required in Chp 62B-41.008(1)(k)4.b, F.A.C.

Submit all geotechnical information in electronic file format suitable for input to the Department's Reconnaissance Offshore Sand Search (ROSS) database. The data may be submitted in Excel, Access or gINT files. The MS Access Front End Loader is available on the ROSS website <http://ross.urs-tally.com/>. Visit the gINT website <http://www.gintsoftware.com/> for downloads necessary for the ROSS data structure. Submit electronic geo-referenced maps (shapefiles and metadata) of borrow area boundaries, core boring locations, and seismic track lines with time stamps and shot points, and .pdf files of seismic images with time stamp annotations.

Please provide shapefiles for the vibracore locations and the borrow area, and the gINT files containing the sediment data for the vibracores. (This information was not provided on the CD submitted with the application.) (62B-41.008(4)(a), F.A.C.)

28. Using an established natural community classification system, describe each natural community within the area of influence of the proposed activity and include:
- Acreage.
 - Identification of the flora and fauna to the lowest taxon practicable.
 - Characterization of dominant and important flora and fauna and estimates of percent biotic cover.
 - Sampling locations, date of sampling or measurements and methods used for sampling.

The information provided in the application is not sufficient to conclude that no hardbottom exists in the entire proposed pipeline corridor area. There are large

areas which only have minimal vibrocore data represented, and some of these indicate that there is less than 5 feet coverage. Additionally, the rectangle where the study of 2011 was conducted (sidescan sonar and bathymetry) is located in between contours -26 ft and -30 ft, i.e. outside of the area claimed to be "...largely clear of hardbottom". The relief within the area of study, especially in the northern part looks to be too complex to be assured that there is no hardbottom exposed landward of study area. Therefore, the permit will require (as a NTP item) that diver verification be used to confirm the absence of hardbottom prior to the placement of any new pipeline corridor or staging area within this region. This is not a completeness item. (62-343, F.A.C., and 62B-41.008(1)(q), F.A.C.)

33. Analysis of the expected effect of the proposed activity on the coastal system including but not limited to:
- b. Analysis of the compatibility of the fill material with respect to the native sediment at the placement site. The analysis should include all relevant computations, the overflow ratios, and superimposed graphs of the cumulative grain-size distribution and the frequency distribution of the fill material over the data for the existing or native sediment at the placement site. Provide computations of borrow area volume and composite fill material characteristics (mean grain size and sorting, percent carbonate content) in an electronic spreadsheet

Please provide a compatibility analysis of the material in the borrow area (including the expansion area and the material remaining in the original borrow area) and the beach material. Please provide composite graphs of the grain-size distribution of the fill material and the existing sediment at the disposal site. (62B-41.008(4)(a), F.A.C.)

39. A fee, as set forth in Rule 62B-49.006, F.A.C. The sum of the fees required by Chapters 62-4, 62B-41, and 18-21, Florida Administrative Code, has been calculated as **\$ 420.00**. Please submit this amount by check made out to the Department of Environmental Protection, with the DEP File No. 0200269-007-BN clearly indicated on the face of the check. A breakdown of the fees is as follows: Rule 62-4.050(4)(h)7 requires \$420 for a minor modification with no increase in project area.

Please note that the fee calculated above must be sent to the Department within **45 days** of submittal of your response (or partial response) to this RAI, or the application shall be denied (without prejudice) according to Rule 62B-49.006, F.A.C. If you believe that there is an error in the fee calculation, please contact Bureau staff BEFORE submitting your response to this RAI.

Please publish the enclosed Notice of Application. Pursuant to Section 403.815, Florida Statutes and Rule 62-110.106, Florida Administrative Code, you (the applicant) are required to publish at your own expense the enclosed Notice of Application. This notice shall be published one time

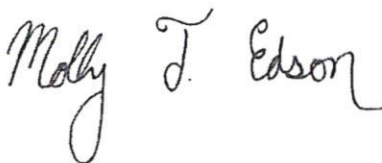
only within 14 days, in the legal ad section of a newspaper of general circulation in the area affected. For the purpose of this rule, "publication in a newspaper of general circulation in the area affected" means publication in a newspaper meeting the requirements of Sections 50.011 and 50.031, Florida Statutes, in the county where the activity is to take place. The applicant shall provide proof of publication to the Department within seven (7) days of publication.

If the applicant fails to provide all information required to complete the application within six (6) months after a request for additional information has been sent, the staff will close the permit application file after written notice to the applicant, except that a request for an extension of time for a period agreeable to the Department, but not to exceed one year, shall be granted upon demonstration by the applicant that the delay in completion of the application has been caused by matters beyond the control of the applicant. Application files closed under these procedures shall be closed without prejudice and a new application, accompanied by the appropriate fee, shall be required to renew the application.

If the processing of the application is prolonged, or if a storm event is known to have altered the shoreline such that the staff determines that the topographic and bathymetric survey data is no longer adequate to complete its analysis, then an updated survey shall be required as specified in Item No. 20 above. In the event that an updated survey is required, the application shall be treated as an amended application.

If I may be of any further assistance, please contact me at the letterhead address (add Mail Station 300), by e-mail at Molly.Edson@dep.state.fl.us or by telephone at (850) 921-7778.

Sincerely,



Molly Edson
Environmental Specialist
Bureau of Beaches and Coastal Systems

Enclosure(s): Notice of Application

cc:

Gene Chalecki, BBCS
Martin Seeling, BBCS
Robert Brantly, BBCS
El Kromhout, BBCS (+hardcopy)

Paden Woodruff, BBCS
Roxane Dow, BBCS
Vince George, BECP Project Manager, BBCS
Jenn Koch, BBCS Geotech Processor

Request for Additional Information (RAI #1)

File No. 0200269-007-BN

Captiva and Sanibel Island Nourishment Project Modification

Page 7 of 7

Vladimir Kosmynin, BBCS

Lucy Blair, DEP, District Office

Alex Reed, BBCS

Jenny Cowart, Field Inspector

BBCS File

Lainie Edwards, BBCS

Tunis McElwain, USACE

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Jeff Raley, Parks Staff

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David Kriger, CCCL Processor

JCP Compliance Officer

MarineTurtle@myfwc.com

Kathleen Rooker, CEPD

Robert Neal, Lee County

CEPD
 Parking Lot Revenue
 January 1, 2011 through December 31, 2011

2011 Month	2008	2009	% Diff.	2010	% Diff.	2011	% Diff.
January	9,538.53	10,053.81	5.40%	10,085.06	0.31%	11,273.00	11.78%
February	8,400.17	13,161.13	56.68%	9,798.61	-25.55%	13,469.00	37.46%
March	10,235.05	18,691.92	82.63%	15,420.47	-17.50%	18,178.00	17.88%
April	10,471.67	17,440.75	66.55%	15,822.25	-9.28%	16,291.00	2.96%
May	9,989.40	14,544.08	45.60%	17,699.80	21.70%	17,564.00	-0.77%
June	7,248.95	15,278.03	110.76%	13,631.73	-10.78%	16,143.00	18.42%
July	9,867.79	19,554.66	98.17%	15,220.21	-22.17%	16,693.00	9.68%
August	10,196.29	15,395.99	51.00%	13,018.92	-15.44%	14,417.00	10.74%
September	7,720.17	9,904.18	28.29%	10,339.71	4.40%	12,091.51	16.94%
October	8,737.40	12,357.59	41.43%	12,566.82	1.69%	11,587.15	-7.80%
November	10,722.41	11,134.66	3.84%	12,380.76	11.19%	12,514.06	1.08%
December	7,752.31	8,869.90	14.42%	8,374.00	-5.59%	12,850.00	53.45%
	<u>\$ 110,880.14</u>	<u>\$ 166,386.70</u>	50.06%	<u>\$ 154,358.34</u>	-7.23%	<u>\$ 173,070.72</u>	12.12%

Projected

CEPD
Parking Revenue and Ticket Sales

<u>Month/Year</u>	<u>Parking Lot Data</u>		<u>DOT Data</u> ¹
	Revenue	Tickets	
January 2011	\$ 11,273.00	3,147	259,251
February 2011	13,469.00	4,326	280,964
March 2011	18,178.00	3,883	334,523
April 2011	16,291.00	3,173	289,364
May 2011	17,564.00	4,391	240,349
June 2011	16,143.00	3,976	222,098
July 2011	16,693.00	4,133	234,623
August 2011	14,417.00	3,975	
September 2011	12,091.51	3,022	
October 2011	11,587.15	3,271	213,063
November 2011	12,514.06	3,425	240,131
December 2011	<u>12,850.00</u>	<u>3,548</u>	
	\$173,070.72	44,270	

¹ Number of cars coming through the Sanibel toll booth as reported by the Lee County Toll System

Projected

CEPD - Alison Hagerup Beach Park
Recommended Trash Containers and Storage Locker



Double Container – BE2-P
Front View-Green Color
\$1,091 + shipping



Double Container – BE2-P
Rear View-Green Color
26”d x 48”w x 43”h – 300 lbs.



Double Container – BE2-P
Side View-Green Color



Single Container – BE1-P
Side View-Brown Color
\$733 + shipping
26”d x 26”w x 43”h – 176 lbs.



Storage Locker with Flat Room – FS 24
 28”d x 48”w x 40”h - 298 lbs.

Recommendation

Two (2) BE2-P green @ \$1,073 each	\$2,146
One (1) BE1-P green @ 733 each	733
One (1) FS-24 green @ 1,021 each	1,021
Estimated shipping	600
Estimated set-up charges (Frank’s Maintenance)	<u>200</u>
Estimated Cost	\$4,700