



September 2023 Board Meeting

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Please follow page numbers on top right corner



Board Meeting Agenda

Date: Monday, September 11th, 2023

Time: 3:00 P.M.

Location: Captiva Civic Association, 11550 Chapin Lane, Captiva, Florida, 33924

Via Zoom: <https://us02web.zoom.us/j/82632067969>

Telephone: +1 (305) 224-1968

- 1. Call to Order**
- 2. Roll Call**
- 3. Approval of Minutes**
 - A. August 7th, 2023 Board Meeting
- 4. General Public Comments – Limit 3 minutes per person**
- 5. Changes to the Agenda**
- 6. Financial Reports**
 - A. WWRE
 - B. Grant Update
- 7. Old Business**
 - A. APTIM Update
 - I. Post Storm Discussion
 - B. Becker Update
 - C. Coastal Resiliency Update
- 8. New Business**
 - A. TDC Grant Agreement
 - B. Commissioner Vacancy
- 9. Administrative Update**
- 10. Commissioner Comments**
- 11. Adjournment**

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



August 2023 Board Meeting Minutes

1. Call to Order – See Video (00:00:00)

Chairman Walter called to order the June Board Meeting for the Captiva Erosion Prevention District at approximately 1 p.m. on August 7th, 2023.

2. Roll Call – See Video (00:00:13)

Commissioners:

- Seat 1, Linda Laird, Secretary (Present)
- Seat 2, Rene Miville, Commissioner (Present)
- Seat 3, Bob Walter, Chairman (Present)
- Seat 4, John Silvia, Vice Chairman (Present)
- Seat 5, Richard Pyle, Treasurer (Not Present for Roll)

CEPD Staff:

- Daniel Munt, Executive Director (Present)
- John Riegert, Deputy Director (Present)
- Ralf Brookes, CEPD Attorney (Present)

3. Approval of Minutes – See Video (00:00:32)

A. June 12th 2023, Board Meeting

Secretary Laird made a motion to approve the minutes and Vice Chairman Silva seconded the motion. The motion passed unanimously.

4. General Public Comments – See Video (00:01:04)

No comments were entered.

5. Changes to the Agenda – See Video (00:01:22)

Executive Director Munt stated that Nicholas Matthews was unable to join meeting, striking the Becker update from the agenda.

6. Financial Reports – See Video (00:01:59)

Executive Director Munt provided an update on the financials and current status of CEPD grants.

7. Old Business – See Video (00:17:02)

A. APTIM Update

Nicole Sharp provides clarity on easements, and an update on annual monitoring survey.

- B. Phase 2 Coastal Resiliency RFP Update
Carrie Schuman provided update for FDEP funding agreement.

8. New Business – See Video (00:43:09)

- A. Executive Director Performance Review and Salary Adjustment
Executive Director Munt requested a performance evaluation and a salary adjustment. Commissioner Miville motioned for a salary adjustment and Commissioner Silva seconded the motion. Discussion was held. Motion passed 4-0
- B. Budget Hearing Dates
Executive Director Munt and Deputy Director Riegert provided target dates for meetings.
- Workshop- August 31st (Zoom Meeting)
 - Tentative – September 11th 5:01 PM
 - Final - September 19th 5:01 PM
- C. Rules of Procedure
Deputy Director Riegert provided updates on Rules of Procedure documents, and Commissioner Miville motioned to retire old documents and adopt the new documents. Vice Chairman Silva seconded the motion. Discussion was held. Motion passed 4-0
- D. Standard Operating Procedures Review
Deputy Director Riegert provided updates on Standard Operating Procedure documents, and Secretary Laird motioned to retire old documents and adopt the new documents. Vice Chairman Silva seconded the motion. Discussion was held. Motion passed 4-0
- E. CEPD Comprehensive Plan Review
Deputy Director Riegert provided status on current CEPD Comprehensive Plan for review by Commissioners. Discussed plans for update.

9. Administrative Update – See Video (01:08:18)

Executive Director Munt reminded the board of start time for Sept 11 meeting (3PM start), and FSBPA meeting SEPT 27th-29th that he and Deputy Director Riegert will be attending.

10. Commissioner Comments – See Video (01:09:04)

Public Question from Susie Henry was asked.

- Inquired about emergency plan on the website. Suggested update to plan.
- Inquired about Blind Pass parking, and if parking is identified for renourishment dollars.
- Had suggestions on funding strategies, and asked if suggestions were dismissed or still on the table. Deputy Director Riegert, responded.

11. Adjournment – See Video (01:14:53)

Chairman Walter motioned to adjourn the meeting. Secretary Laird seconded the motion. Motion passed unanimously.

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

Captiva Erosion Prevention District
General Fund - Budget Performance Summary
For the Eleven Months Ended August 31, 2023

Prepared by: JS

| | (A) | (B) | (C) | (D) | (E) | (F) | (G) | (H) | (I) |
|-------------------------------|-----------------------|-----------------------|-----------------------|---------------------|----------------------|----------------------|---------------------|----------------------|-----------------------|
| | Actual - August '23 | Budget - August '23 | Actual - August '22 | Budget - August '22 | Actual YTD | YTD Budget | YTD Variance | Annual Budget | Residual Budget |
| Ordinary Income/Expense | | | | | | | | | |
| Income | | | | | | | | | |
| Ad Valorem Tax | \$ - | \$ - | \$ - | \$ 54,245.75 | \$ 630,571.03 | \$ 650,950.00 | \$ (20,378.97) | \$ 650,950.00 | \$ 20,378.97 |
| Interest Income | 1,676.59 | 12.50 | 6.46 | 12.50 | 4,961.17 | 137.50 | 4,823.67 | 150.00 | (4,811.17) |
| Other Income | 200.00 | 416.67 | 43.87 | 416.67 | 5,187.95 | 4,583.33 | 604.62 | 5,000.00 | (187.95) |
| Total Income | 1,876.59 | 429.17 | 50.33 | 54,674.92 | 640,720.15 | 655,670.83 | (14,950.68) | 656,100.00 | 15,379.85 |
| Expense | | | | | | | | | |
| Administrative Expenses | 5,476.27 | 7,916.67 | 8,983.60 | 7,312.49 | 67,195.21 | 87,083.33 | 19,888.12 | 95,000.00 | 27,804.79 |
| Cost of Collecting Ad Valorem | 4,596.33 | 1,708.33 | 0.00 | 1,625.00 | 17,138.27 | 18,791.67 | 1,653.40 | 20,500.00 | 3,361.73 |
| Wages | 10,944.37 | 12,500.00 | 7,161.00 | 14,666.67 | 114,925.07 | 137,500.00 | 22,574.93 | 150,000.00 | 35,074.93 |
| Professional Fees | 0.00 | 2,916.67 | 8,498.35 | 3,416.67 | 26,375.00 | 32,083.33 | 5,708.33 | 35,000.00 | 8,625.00 |
| Reserves Transfer | 7,037.50 | 7,037.50 | 7,037.50 | 7,037.50 | 77,412.50 | 77,412.50 | 0.00 | 84,450.00 | 7,037.50 |
| Total Expense | 28,054.47 | 32,079.17 | 31,680.45 | 34,058.33 | 303,046.05 | 352,870.83 | 49,824.78 | 384,950.00 | 81,903.95 |
| Net Income | <u>\$ (26,177.88)</u> | <u>\$ (31,650.00)</u> | <u>\$ (31,630.12)</u> | <u>\$ 20,616.59</u> | <u>\$ 337,674.10</u> | <u>\$ 302,800.00</u> | <u>\$ 34,874.10</u> | <u>\$ 271,150.00</u> | <u>\$ (66,524.10)</u> |

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

Captiva Erosion Prevention District
General Fund - Budget Performance Detail
For the Eleven Months Ended August 31, 2023

| | (A) | (B) | (C) | (D) | (E) | (F) | (G) | (H) | (I) |
|--|-----------------------|-----------------------|-----------------------|---------------------|----------------------|----------------------|---------------------|----------------------|-----------------------|
| | Actual - August '23 | Budget - August '23 | Actual - August '22 | Budget - August '22 | Actual YTD | YTD Budget | YTD Variance | Annual Budget | Residual Budget |
| Ordinary Income/Expense | | | | | | | | | |
| Income | | | | | | | | | |
| Ad Valorem Tax | 0.00 | 0.00 | 0.00 | 54,245.75 | 630,571.03 | 650,950.00 | (20,378.97) | 650,950.00 | 20,378.97 |
| Interest Income | 1,676.59 | 12.50 | 6.46 | 12.50 | 4,961.17 | 137.50 | 4,823.67 | 150.00 | (4,811.17) |
| Other Income | 200.00 | 416.67 | 43.87 | 416.67 | 5,187.95 | 4,583.33 | 604.62 | 5,000.00 | (187.95) |
| Total Income | 1,876.59 | 429.17 | 50.33 | 54,674.92 | 640,720.15 | 655,670.83 | (14,950.68) | 656,100.00 | 15,379.85 |
| Expense | | | | | | | | | |
| Administrative Expenses | | | | | | | | | |
| Advertising | 0.00 | 1,250.00 | 3,022.80 | 1,333.33 | 595.80 | 13,750.00 | 13,154.20 | 15,000.00 | 14,404.20 |
| Service Charges | 369.04 | 250.00 | 200.90 | 83.33 | 2,766.69 | 2,750.00 | (16.69) | 3,000.00 | 233.31 |
| Board Meeting Expenses | 0.00 | 83.33 | 0.00 | 83.33 | 504.64 | 916.67 | 412.03 | 1,000.00 | 495.36 |
| Dues and Subscriptions | 699.00 | 625.00 | 724.00 | 416.67 | 8,464.00 | 6,875.00 | (1,589.00) | 7,500.00 | (964.00) |
| Insurance | 0.00 | 1,416.67 | 0.00 | 583.33 | 14,655.00 | 15,583.33 | 928.33 | 17,000.00 | 2,345.00 |
| Office Expense | 905.05 | 833.33 | 729.22 | 1,729.17 | 13,622.48 | 9,166.67 | (4,455.81) | 10,000.00 | (3,622.48) |
| Postage | 0.00 | 41.67 | 0.00 | 41.67 | 0.00 | 458.33 | 458.33 | 500.00 | 500.00 |
| Rent Expense | 1,172.11 | 1,250.00 | 1,086.69 | 1,250.00 | 11,061.12 | 13,750.00 | 2,688.88 | 15,000.00 | 3,938.88 |
| Repairs | 57.46 | 83.33 | 0.00 | 83.33 | 108.44 | 916.67 | 808.23 | 1,000.00 | 891.56 |
| Travel and Per Diem | 900.00 | 833.33 | 1,320.19 | 625.00 | 2,668.00 | 9,166.67 | 6,498.67 | 10,000.00 | 7,332.00 |
| Telephone | 376.26 | 250.00 | 293.37 | 208.33 | 3,694.04 | 2,750.00 | (944.04) | 3,000.00 | (694.04) |
| Utilities | 578.85 | 333.33 | 120.63 | 208.33 | 3,148.80 | 3,666.67 | 517.87 | 4,000.00 | 851.20 |
| Website & Computer Maintenance | 418.50 | 666.67 | 1,485.80 | 666.67 | 5,906.20 | 7,333.33 | 1,427.13 | 8,000.00 | 2,093.80 |
| Total Administrative expenses | 5,476.27 | 7,916.67 | 8,983.60 | 7,312.49 | 67,195.21 | 87,083.33 | 19,888.12 | 95,000.00 | 27,804.79 |
| Wages and Professional Fees | | | | | | | | | |
| Wages | 10,944.37 | 12,500.00 | 7,161.00 | 14,666.67 | 114,925.07 | 137,500.00 | 22,574.93 | 150,000.00 | 35,074.93 |
| Professional Fees | 0.00 | 2,916.67 | 8,498.35 | 3,416.67 | 26,375.00 | 32,083.33 | 5,708.33 | 35,000.00 | 8,625.00 |
| Total Legal and Professional Fees | 10,944.37 | 15,416.67 | 15,659.35 | 18,083.34 | 141,300.07 | 169,583.33 | 28,283.26 | 185,000.00 | 43,699.93 |
| Cost of Collecting Ad Valorem | | | | | | | | | |
| Property Tax Appraiser Fees | 4,596.33 | 416.67 | 0.00 | 458.33 | 4,596.33 | 4,583.33 | (13.00) | 5,000.00 | 403.67 |
| Tax Collector Commissions | 0.00 | 1,291.67 | 0.00 | 1,166.67 | 12,541.94 | 14,208.33 | 1,666.39 | 15,500.00 | 2,958.06 |
| Total Cost of Collecting Ad Valorem | 4,596.33 | 1,708.33 | 0.00 | 1,625.00 | 17,138.27 | 18,791.67 | 1,653.40 | 20,500.00 | 3,361.73 |
| Reserves | | | | | | | | | |
| Operating Reserves Transfers | 7,037.50 | 7,037.50 | 7,037.50 | 7,037.50 | 77,412.50 | 77,412.50 | 0.00 | 84,450.00 | 7,037.50 |
| Total Expense | 28,054.47 | 32,079.17 | 31,680.45 | 34,058.33 | 303,046.05 | 352,870.83 | 49,824.78 | 384,950.00 | 81,903.95 |
| Net Income | \$ (26,177.88) | \$ (31,650.00) | \$ (31,630.12) | \$ 20,616.59 | \$ 337,674.10 | \$ 302,800.00 | \$ 34,874.10 | \$ 271,150.00 | \$ (66,524.10) |

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

7:56 AM
9/7/2023
Prepared: JS

Captiva Erosion Prevention District
Capital Projects Fund - Budget Performance Summary
For the Eleven Months Ended August 31, 2023

| | (A) | (B) | (C) | (D) | (E) | (F) | (G) | (H) | (I) |
|----------------------------|-----------------------|----------------------|---------------------|------------------------|------------------------|------------------------|------------------------|------------------------|--------------------------|
| | Actual - August '23 | Budget - August '23 | Actual - August '22 | Budget - August '22 | YTD Actual | YTD Budget | YTD Variance | Annual Budget | Residual Budget |
| Ordinary Income/Expense | | | | | | | | | |
| Income | | | | | | | | | |
| Grant Income | \$ - | \$ 523,333.33 | \$ - | \$ 932,250.00 | \$ 9,975,396.39 | \$ 6,100,000.00 | \$ 3,875,396.39 | \$ 6,280,000.00 | \$ (3,695,396.39) |
| Interest Income | 12,936.04 | 83.33 | 5.81 | 2,250.00 | 136,464.24 | 916.67 | 135,547.57 | 1,000.00 | (135,464.24) |
| Other Miscellaneous Income | 0.00 | 83.33 | 0.00 | 83.33 | 1,744.59 | 916.67 | 827.92 | 1,000.00 | (744.59) |
| Parking Lot Revenue | 48,680.20 | 0.00 | 82,237.80 | 70,833.33 | 137,208.85 | 0.00 | 137,208.85 | 360,000.00 | 222,791.15 |
| Reserves - General | 7,037.50 | 7,037.50 | 7,037.50 | 7,037.50 | 77,412.50 | 77,412.50 | 0.00 | 84,450.00 | 7,037.50 |
| Special Assessments | 16,434.03 | 191,666.67 | 0.00 | 0.00 | 2,927,266.02 | 2,300,000.00 | 627,266.02 | 2,300,000.00 | (627,266.02) |
| Total Income | 85,087.77 | 722,204.17 | 89,281.11 | 1,012,454.16 | 13,255,492.59 | 8,479,245.83 | 4,776,246.76 | 9,026,450.00 | (4,229,042.59) |
| Expense | | | | | | | | | |
| General Expenses | 1,480.96 | 3,458.33 | 1,086.69 | 4,916.66 | 18,422.85 | 38,041.67 | 19,618.82 | 41,500.00 | 23,077.15 |
| Parking Lot | 16,962.86 | 9,625.00 | 19,737.70 | 17,062.51 | 61,719.09 | 105,875.00 | 44,155.91 | 115,500.00 | 53,780.91 |
| Wages | 15,937.39 | 16,666.67 | 18,827.20 | 23,512.50 | 135,065.82 | 183,333.33 | 48,267.51 | 200,000.00 | 64,934.18 |
| Professional Fees | 12,000.00 | 9,166.67 | 11,698.34 | 15,416.67 | 92,510.00 | 100,833.33 | 8,323.33 | 110,000.00 | 17,490.00 |
| Capital Projects | 51,204.18 | 59,583.33 | 27,836.21 | 1,168,790.42 | 297,727.07 | 655,416.67 | 357,689.60 | 715,000.00 | 417,272.93 |
| Debt Service | 0.00 | 232,979.08 | 0.00 | 0.00 | 2,793,984.31 | 2,795,749.00 | 1,764.69 | 2,795,749.00 | 1,764.69 |
| Total Expense | 97,585.39 | 331,479.08 | 79,186.14 | 1,229,698.76 | 3,399,429.14 | 3,879,249.00 | 479,819.86 | 3,977,749.00 | 578,319.86 |
| Net Income | <u>\$ (12,497.62)</u> | <u>\$ 390,725.08</u> | <u>\$ 10,094.97</u> | <u>\$ (217,244.60)</u> | <u>\$ 9,856,063.45</u> | <u>\$ 4,599,996.83</u> | <u>\$ 5,256,066.62</u> | <u>\$ 5,048,701.00</u> | <u>\$ (4,807,362.45)</u> |

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

9/7/2023
7:56 AM
Prepared: JS

Captiva Erosion Prevention District
Capital Projects Fund - Budget Performance Detail
For the Eleven Months Ended August 31, 2023

| | (A) | (B) | (C) | (D) | (E) | (F) | (G) | (H) | (I) |
|--|---------------------|---------------------|---------------------|---------------------|----------------------|---------------------|---------------------|---------------------|-----------------------|
| | Actual - August '23 | Budget - August '23 | Actual - August '22 | Budget - August '22 | YTD Actual | YTD Budget | YTD Variance | Annual Budget | Residual Budget |
| Ordinary Income/Expense | | | | | | | | | |
| Income | | | | | | | | | |
| Grant Income - Local | \$ - | \$ 448,333.33 | \$ - | \$ 488,083.33 | \$ 5,250,909.12 | \$ 5,200,000.00 | \$ 50,909.12 | \$ 5,380,000.00 | \$ 129,090.88 |
| Grant Income - State | 0.00 | 75,000.00 | 0.00 | 344,166.67 | 4,724,487.27 | 900,000.00 | 3,824,487.27 | 900,000.00 | (3,824,487.27) |
| Grant Income - Federal (FEMA) | 0.00 | 0.00 | 0.00 | 100,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Interest Income | 12,936.04 | 83.33 | 5.81 | 2,250.00 | 136,464.24 | 916.67 | 135,547.57 | 1,000.00 | (135,464.24) |
| Other Miscellaneous Revenues | 0.00 | 83.33 | 0.00 | 83.33 | 1,744.59 | 916.67 | 827.92 | 1,000.00 | (744.59) |
| Parking Lot Revenue | 48,680.20 | 0.00 | 82,237.80 | 70,833.33 | 137,208.85 | 0.00 | 137,208.85 | 360,000.00 | 222,791.15 |
| General Reserves | 7,037.50 | 7,037.50 | 7,037.50 | 7,037.50 | 77,412.50 | 77,412.50 | 0.00 | 84,450.00 | 7,037.50 |
| Special Assessments | 16,434.03 | 191,666.67 | 0.00 | 0.00 | 2,927,266.02 | 2,300,000.00 | 627,266.02 | 2,300,000.00 | (627,266.02) |
| Total Income | 85,087.77 | 722,204.17 | 89,281.11 | 1,012,454.16 | 13,255,492.59 | 8,479,245.83 | 4,776,246.76 | 9,026,450.00 | (4,229,042.59) |
| Expense | | | | | | | | | |
| Advertising | 0.00 | 0.00 | 0.00 | 833.33 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Dues & Subscriptions | 0.00 | 0.00 | 0.00 | 416.67 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Service Charges | 308.85 | 41.67 | 0.00 | 83.33 | 717.64 | 458.33 | (259.31) | 500.00 | (217.64) |
| Cost of Assessment Collections | 0.00 | 833.33 | 0.00 | 83.33 | 1,563.10 | 9,166.67 | 7,603.57 | 10,000.00 | 8,436.90 |
| Insurance | 0.00 | 416.67 | 0.00 | 583.33 | 4,795.00 | 4,583.33 | (211.67) | 5,000.00 | 205.00 |
| Office Expenses | 0.00 | 83.33 | 0.00 | 1,666.67 | 286.01 | 916.67 | 630.66 | 1,000.00 | 713.99 |
| Rent | 1,172.11 | 1,250.00 | 1,086.69 | 1,250.00 | 11,061.10 | 13,750.00 | 2,688.90 | 15,000.00 | 3,938.90 |
| Beach Vehicle | 0.00 | 833.33 | 0.00 | 0.00 | 0.00 | 9,166.67 | 9,166.67 | 10,000.00 | 10,000.00 |
| Total General Expense | 1,480.96 | 3,458.33 | 1,086.69 | 4,916.66 | 18,422.85 | 38,041.67 | 19,618.82 | 41,500.00 | 23,077.15 |
| Parking Lot Expenses | | | | | | | | | |
| Parking Collection Fees | 2,329.35 | 1,500.00 | 4,004.08 | 1,916.67 | 6,868.26 | 16,500.00 | 9,631.74 | 18,000.00 | 11,131.74 |
| Parking Maintenance | 7,786.85 | 1,250.00 | 0.00 | 2,916.67 | 15,116.85 | 13,750.00 | (1,366.85) | 15,000.00 | (116.85) |
| Portable Toilets | 5,402.88 | 5,000.00 | 10,792.32 | 7,500.00 | 27,602.40 | 55,000.00 | 27,397.60 | 60,000.00 | 32,397.60 |
| Signage | 0.00 | 0.00 | 0.00 | 41.67 | 950.00 | 0.00 | (950.00) | 0.00 | (950.00) |
| Utilities | 0.00 | 0.00 | 400.45 | 83.33 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Sales Tax Expense | 1,443.78 | 1,875.00 | 4,540.85 | 4,604.17 | 11,181.58 | 20,625.00 | 9,443.42 | 22,500.00 | 11,318.42 |
| Total Parking Lot Expenses | 16,962.86 | 9,625.00 | 19,737.70 | 17,062.51 | 61,719.09 | 105,875.00 | 44,155.91 | 115,500.00 | 53,780.91 |
| Wages and Professional Fees | | | | | | | | | |
| Wages | 15,937.39 | 16,666.67 | 18,827.20 | 23,512.50 | 135,065.82 | 183,333.33 | 48,267.51 | 200,000.00 | 64,934.18 |
| Professional Fees | 12,000.00 | 9,166.67 | 11,698.34 | 15,416.67 | 92,510.00 | 100,833.33 | 8,323.33 | 110,000.00 | 17,490.00 |
| Total Wages and Professional Fees | 27,937.39 | 25,833.33 | 30,525.54 | 38,929.17 | 227,575.82 | 284,166.67 | 56,590.85 | 310,000.00 | 82,424.18 |
| Capital Projects | | | | | | | | | |
| Project Expenses | 51,204.18 | 51,250.00 | 27,836.21 | 1,168,790.42 | 222,727.07 | 563,750.00 | 341,022.93 | 615,000.00 | 392,272.93 |
| Grants to other agencies | 0.00 | 8,333.33 | 0.00 | 0.00 | 75,000.00 | 91,666.67 | 16,666.67 | 100,000.00 | 25,000.00 |
| Total Capital Projects | 51,204.18 | 59,583.33 | 27,836.21 | 1,168,790.42 | 297,727.07 | 655,416.67 | 357,689.60 | 715,000.00 | 417,272.93 |
| Debt Service | | | | | | | | | |
| Interest | 0.00 | 31,940.83 | 0.00 | 0.00 | 381,563.30 | 383,290.00 | 1,726.70 | 383,290.00 | 1,726.70 |
| Principal | 0.00 | 201,038.25 | 0.00 | 0.00 | 2,412,421.01 | 2,412,459.00 | 37.99 | 2,412,459.00 | 37.99 |
| Total Debt Service | 0.00 | 232,979.08 | 0.00 | 0.00 | 2,793,984.31 | 2,795,749.00 | 1,764.69 | 2,795,749.00 | 1,764.69 |
| Total Expense | 97,585.39 | 331,479.08 | 79,186.14 | 1,229,698.76 | 3,399,429.14 | 3,879,249.00 | 479,819.86 | 3,977,749.00 | 578,319.86 |
| Net Income | (12,497.62) | 390,725.08 | 10,094.97 | (217,244.60) | 9,856,063.45 | 4,599,996.83 | 5,256,066.62 | 5,048,701.00 | (4,807,362.45) |

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

| | <u>August 31, 2023</u> | <u>August 31, 2022</u> |
|---------------------------------------|------------------------|------------------------|
| ASSETS | | |
| Current Assets | | |
| Checking/Savings | | |
| BOTI Checking | \$ 79,702.41 | \$ 351,359.71 |
| Fifth Third Checking | 32,568.87 | - |
| Fifth Third Savings | 534,812.54 | - |
| Total Checking/Savings | <u>647,083.82</u> | <u>351,359.71</u> |
| Other Current Assets | | |
| Due from Capital Projects Fund | 2,793.30 | 317,577.05 |
| Total Other Current Assets | <u>2,793.30</u> | <u>317,577.05</u> |
| Total Current Assets | <u>649,877.12</u> | <u>668,936.76</u> |
| TOTAL ASSETS | <u>\$ 649,877.12</u> | <u>\$ 668,936.76</u> |
| LIABILITIES & EQUITY | | |
| Liabilities | | |
| Current Liabilities | | |
| Other Current Liabilities | | |
| Accrued Liabilities | 2,467.41 | 99.03 |
| Due to Capital Projects Fund | - | - |
| Total Other Current Liabilities | <u>2,467.41</u> | <u>99.03</u> |
| Total Current Liabilities | <u>2,467.41</u> | <u>99.03</u> |
| Total Liabilities | 2,467.41 | 99.03 |
| Equity | | |
| Fund Balance | 309,735.61 | 347,944.30 |
| Net Income | 337,674.10 | 320,893.43 |
| Total Equity | <u>647,409.71</u> | <u>668,837.73</u> |
| TOTAL LIABILITIES & EQUITY | <u>\$ 649,877.12</u> | <u>\$ 668,936.76</u> |

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

| | <u>August 31, 2023</u> | <u>August 31, 2022</u> | | |
|--|--------------------------------|-------------------------------|-----------------------------------|-------------------|
| ASSETS | | | | |
| Current Assets | | | | |
| Checking/Savings | | | | |
| BOTI Checking | \$ 5,148.90 | \$ 349,789.77 | | |
| Fifth Third Checking | 208,107.04 | - | | |
| Fifth Third Savings | 4,169,719.90 | - | | |
| Fifth Third Investments Money Market Account | 71,991.40 | 2,876,104.18 | | |
| Fifth Third Treasury Bill- Maturity Date 4/15/24 | 2,929,166.44 | - | | |
| Fifth Third Treasury Bill- Maturity Date 4/15/25 | 2,497,953.86 | - | | |
| Fifth Third Treasury Bill- Maturity Date 4/30/26 | 2,499,925.86 | - | | |
| Fifth Third Treasury Bill- Maturity Date 3/15/26 | 758,687.95 | - | | |
| Total Current Assets | <u>13,140,701.35</u> | <u>3,225,893.95</u> | | |
| Other Current Assets | | | | |
| Utility Deposit | 300.00 | 300.00 | | |
| Due From General Fund | - | - | | |
| Total Other Current Assets | <u>300.00</u> | <u>300.00</u> | | |
| Total Current Assets | <u>13,141,001.35</u> | <u>3,226,193.95</u> | | |
| TOTAL ASSETS | <u><u>\$ 13,141,001.35</u></u> | <u><u>\$ 3,226,193.95</u></u> | | |
| LIABILITIES & EQUITY | | | | |
| Liabilities | | | | |
| Current Liabilities | | | | |
| Due to General Fund | <u>\$ 2,793.30</u> | <u>\$ 317,577.05</u> | | |
| Equity | | | | |
| Accumulated Reserves | 1,138,855.00 | 2,908,617.18 | | |
| Fund Balance | 2,143,289.60 | 13,699,321.42 | | |
| Net Income | 9,856,063.45 | (13,699,321.70) | | |
| Total Equity | <u>13,138,208.05</u> | <u>2,908,616.90</u> | | |
| TOTAL LIABILITIES & EQUITY | <u><u>\$ 13,141,001.35</u></u> | <u><u>\$ 3,226,193.95</u></u> | | |
| Loan Balance: | | | | |
| Principal and Interest Payment Due May 1st 2024 | \$ 15,587,541.47 | | | |
| Interest Payment Due November 1st 2023 | 2,628,830.59 | | | |
| | 165,227.94 | | | |
| Treasury Bills: | | | | |
| | <u>Purchase Price</u> | <u>Value at Maturity</u> | <u>Interest paid twice a year</u> | <u>Total Gain</u> |
| 4/15/2024- | \$2,929,166.44 | 3,075,000.00 | 5,765.53 | 163,130.15 |
| 4/15/2025- | \$2,497,953.86 | 2,542,000.00 | 33,363.75 | 210,864.89 |
| 4/30/2026- | \$2,499,925.86 | 2,588,000.00 | 30,732.50 | 303,201.64 |
| 3/15/2026- | \$758,687.95 | 733,000.00 | 16,950.63 | 76,015.83 |
| | | | | <u>753,212.51</u> |

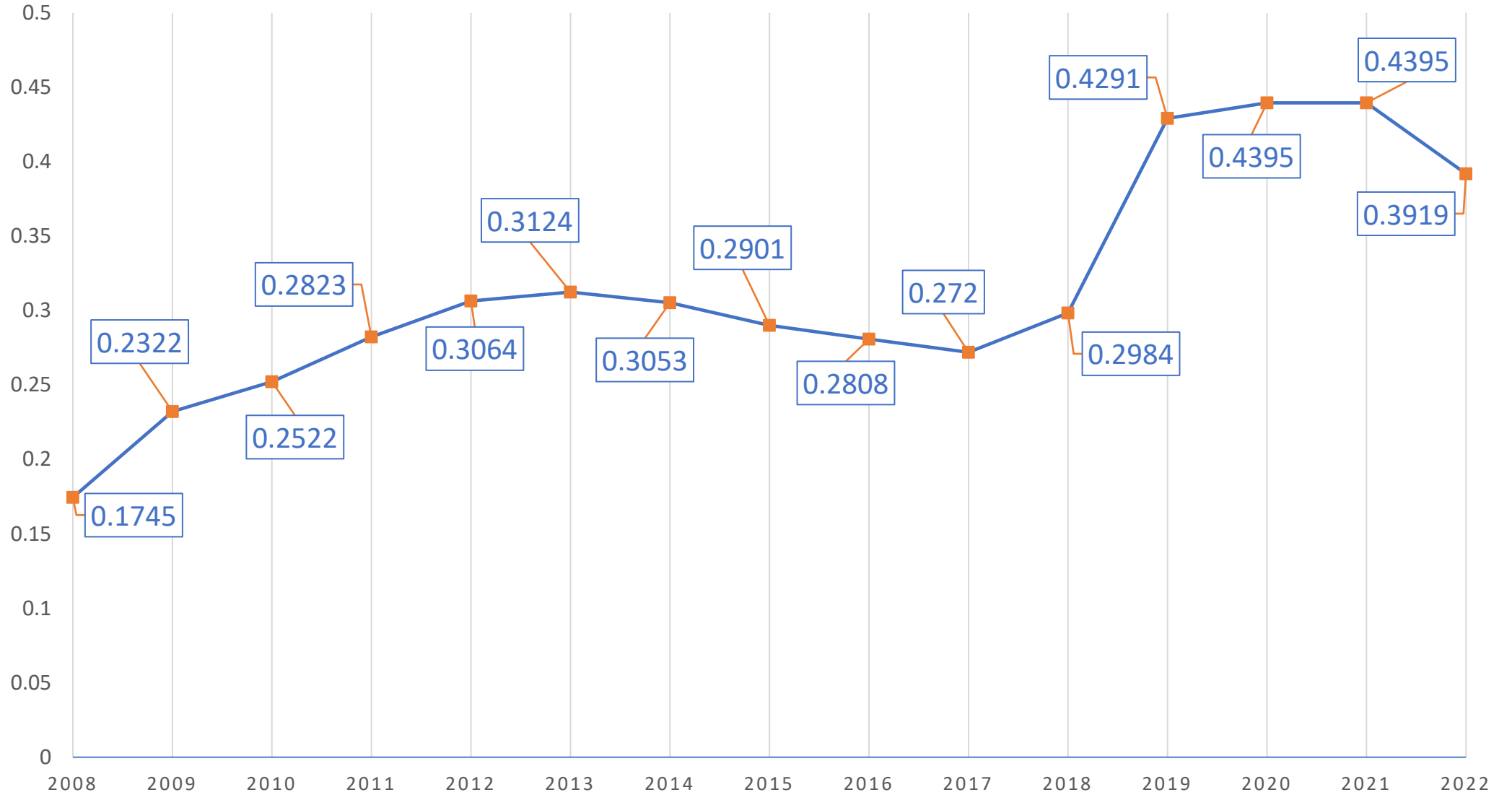
| CAPTIVA EROSION PREVENTION DISTRICT RESERVE ACCUMULATIONS FISCAL YEAR ENDING 9/30/2023 | | | | | | | | | | | | |
|--|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | Oct-22 | Nov-22 | Dec-22 | Jan-23 | Feb-23 | Mar-23 | Apr-23 | May-23 | Jun-23 | Jul-23 | Aug-23 | Sep-23 |
| Beginning Balance | \$ 2,914,929 | \$ 921,966 | \$ 929,004 | \$ 936,041 | \$ 943,079 | \$ 950,116 | \$ 957,154 | \$ 977,672 | \$ 1,019,641 | \$ 1,049,254 | \$ 1,083,138 | \$ 1,138,855 |
| Reserves Transferred In | | | | | | | | | | | | |
| Parking Revenue | - | - | - | - | - | - | 13,481 | 34,931 | 22,576 | 26,846 | 48,680 | |
| Operating Reserves | 7,037 | 7,038 | 7,037 | 7,038 | 7,037 | 7,038 | 7,037 | 7,038 | 7,037 | 7,038 | 7,037 | |
| 2021 Project Contribution | (2,000,000) | - | - | - | - | - | - | - | - | - | - | |
| Increase (Decrease) in Reserves | (1,992,963) | 7,038 | 7,037 | 7,038 | 7,037 | 7,038 | 20,518 | 41,969 | 29,613 | 33,884 | 55,717 | - |
| Total Accumulated Reserves | \$ 921,966 | \$ 929,004 | \$ 936,041 | \$ 943,079 | \$ 950,116 | \$ 957,154 | \$ 977,672 | \$ 1,019,641 | \$ 1,049,254 | \$ 1,083,138 | \$ 1,138,855 | \$ 1,138,855 |

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



**Fiscal Year 2023/2024 Proposed
General Budget**

General Millage rate since 2008





STATE OF FLORIDA
LEE COUNTY PROPERTY APPRAISER
 KENNETH M. WILKINSON, C.F.A.




Mailing Address:
 P.O. Box 1546
 Fort Myers, Florida 33902-1546

Physical Address:
 2480 Thompson Street
 Fort Myers, Florida 33901-3074

Telephone: (239) 533-6100 -- (866) 673-2868 (From anywhere in continental US/Canada/Florida except 239 area code)
Facsimile: (239) 533-6160 -- **Website:** www.leepa.org

Memo

To: All Lee County Taxing Authorities

From: Honorable Matthew Caldwell 

Date: July 11, 2023

Re: DR-420 Follow up

On July 3, 2022, we transmitted to all taxing authorities their DR-420, the Certificate of Taxable Value. The Property Appraiser is required by statute to advise each authority with the taxable value for budgetary and millage fixing purposes. In return, the taxing authorities sign and return the form to the property appraiser telling the property appraiser important information that is then used during the production of the Notices of Proposed Property Taxes (TRIM notice). This is normally a routine process without fanfare unless there has been a significant market change.

On September 28, 2022, Lee County experienced a life altering event for tens of thousands of property owners. Hurricane Ian was a storm like most of us have never experienced devastating tens of thousands of properties in Lee County. We estimate upwards of 100,000 properties were ultimately impacted. At last count, we have identified over 25,000 structures (houses, condos, businesses etc.) were destroyed or rendered uninhabitable. We expect this number will continue to rise as we send out the 2023 TRIM Notices and tax bills. The impact on the Lee County tax rolls is unprecedented with over \$9.5B in (just) value taken from our tax rolls. Conversely, and prior to the hurricane, Lee County continued its upward growth trend. The influx of new residents coupled with new home construction led to double digit increases in valuation county-wide. New construction accounted for \$3.5B while year over year growth was an 11% increase. Together these two things have caused the numbers reported on the DR-420 to be confusing and worthy of questioning for many of you.

Our internal checks and balances are structured to follow prescribed statutory and administrative directives in conjunction with the production of the annual tax roll submitted to the Department of Revenue (DOR). In a normal year, the process is incredibly smooth and without hiccup. In this tumultuous year, we anticipated hiccups and took extra time and effort to make sure the process was conducted appropriately. This included submitting five test tax rolls to the DOR, several telephone conversations over the last few weeks to discuss the results and hundreds of hours of staff time to make sure we accounted for everything known. After review and quality control, we certified the values to the taxing authorities.

I have spoken with many of you leading up to this moment. I believe that you were all aware that there was going to be some impact on the values we reported to you. What we were all unprepared for was the effect on two specific areas of the DR-420: the net new taxable value listed on Line 5 and the calculation of the rolled-back rate on Line 16. We have received several telephone calls and emails concerned that the form was "incorrect". Based on those calls, I directed staff to review our submission once more. Staff has finished the review and we have discussed the results.

Both confusing areas come from the interpretation of F.S 200.065 wherein we must ensure that the rolled-back rate is exclusive of "new construction...and deletions". On the DR-420 this is accomplished by calculating the impact on, and adjusting your current gross taxable value before calculating, the rolled-back rate. Space prohibits the math behind this from being presenting, but it is a valid method for ensuring the requirements of the statute are met.

What I want to explore is what we do to ascribe values to the fields you receive on the form. First, a review the net new taxable. The net new taxable field is straightforward – sum the added value (new construction, annexations etc.) and subtract the deletions (annexations, deletions etc.). Unfortunately for many of you the deletions far exceeded the additions. For many of you, this results in a very large negative. Most, if not all of you, have never seen a negative number in that field but I am confident that this field is being calculated as the form intends.

To ensure that the net new taxable (and these specific items) are excluded from the rolled-back rate, this value is subtracted from the current gross taxable value. The net effect of the arithmetic is to increase the gross taxable basis for the rolled-back rate calculation. This in turn decreases the rolled-back rate and as many of you have suggested "over inflates" the nature of the tax rate increase you are having to show on your form (if you do not use the rolled-back rate). Many have also advised this office that the rolled-back rate "doesn't result in the same amount of taxes collected last year". Although I understand your concerns, I believe this is a mischaracterization of the goal of the rolled-back rate. At the risk of oversimplification, the purpose of the rolled-back rate is to produce the "same taxes" as last year, but as realistically as possible the "same taxes" for the taxpayer, not necessarily for the authority. As a result, the rolled-back rate this year will obviously result in a significant revenue loss for those authorities affected by the hurricane.

I am satisfied with our review of the values and that the process has correctly produced the results intended by the statutes and rules. Unfortunately, those results may require additional discussion and explanation with your Boards and constituents. I stand ready to assist you with those discussions and explanations. Please don't hesitate to reach out to me if you need assistance.



The Deletion Effect

- When calculating the rollback millage rate, the formula does not take into account the deletions within our taxing district. The calculated rollback rate for our district is 0.3511.
- Utilizing this calculated rollback rate, the district would receive \$602,152 – an 11.2% decrease from last years budget.
- To attain the projected in the General Operating Budget of \$677,100, a millage rate of 0.3948 will be required.
- This will require affirmative votes from 4 commissioners.



CEPD General Fund Budget Income

| Income | Projected through 9/30/23 | Millage Rate (.3919) | Projected Rate (.3948) |
|------------------------|------------------------------|-------------------------|---------------------------|
| Ad Valorem Tax | \$ 640,000.00 | \$ 678,072.00 | \$ 677,100.00 |
| Early Payment Discount | \$ - | \$ (27,122.88) | \$ (27,084.00) |
| Interest | \$ 5,000.00 | \$ 150.00 | \$ 20,000.00 |
| Other | \$ 6,000.00 | \$ 5,000.00 | \$ 5,000.00 |
| Total Income | \$ 651,000.00 | \$ 656,099.12 | \$ 675,016.00 |



Administrative Expenses

| Admin | Projected through 9/30/23 | FY 22-23 Budget | Projected Rate (.3948) | |
|--------------------------------|------------------------------|-----------------|---------------------------|--|
| Advertising | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | |
| Service Charges | \$ 3,000.00 | \$ 3,000.00 | \$ 5,000.00 | \$3,000 ADP, \$2,000 Bank Fees (BOTI did not charge) |
| Board Meeting Expenses | \$ 750.00 | \$ 1,000.00 | \$ 1,000.00 | |
| Dues and Subscriptions | \$ 7,505.00 | \$ 7,500.00 | \$ 11,000.00 | \$6,500 Florida Shore and Beach, \$765 ESRI, \$240 Last Pass, \$500 American Shore Beach Association |
| Insurance | \$ 14,655.00 | \$ 17,000.00 | \$ 17,000.00 | \$16,644 Total (including worker's comp) |
| Office Expense | \$ 14,000.00 | \$ 10,000.00 | \$ 10,000.00 | |
| Postage | \$ 500.00 | \$ 500.00 | \$ 500.00 | |
| Rent Expense | \$ 12,500.00 | \$ 15,000.00 | \$ 17,000.00 | |
| Repairs | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | |
| Telephone | \$ 2,500.00 | \$ 3,000.00 | \$ 5,500.00 | Comcast \$278 monthly, Verizon \$140 monthly |
| Travel and Per Diem | \$ 2,500.00 | \$ 10,000.00 | \$ 5,500.00 | \$2,200 each for Feb and Sept Conferences, \$1,100 commissioner travel |
| Utilities | \$ 4,200.00 | \$ 4,000.00 | \$ 5,500.00 | LCEC \$450 monthly |
| Website & Computer Maintenance | \$ 6,500.00 | \$ 8,000.00 | \$ 7,500.00 | Zoom \$700 annually, CMIT Solutions \$535 monthly |
| Total Admin Expenses | \$ 84,610.00 | \$ 95,000.00 | \$ 101,500.00 | |



| Wages | Projected through 9/30/23 | FY 22-23 Budget | FY 23-24 Budget | |
|---------------------------------------|--------------------------------------|------------------------|------------------------|--|
| Gross Wages | \$ 116,400.00 | \$ 138,000.00 | \$ 136,000.00 | 1/2 Salary of Executive Director and Deputy Director |
| Payroll Taxes | \$ 9,000.00 | \$ 12,000.00 | \$ 12,000.00 | |
| Total Wages | \$ 125,400.00 | \$ 150,000.00 | \$ 148,000.00 | |
| | | | | |
| Professional Fees | Projected through 9/30/23 | FY 22-23 Budget | | |
| Professional Fees | \$ 35,000.00 | \$ 35,000.00 | \$ 35,000.00 | Audit \$7,500, WWRE \$1,550 monthly, 1/2 of Attorney \$7,500 estimated |
| | | | | |
| Cost of Collecting Ad Valorem | Projected through 9/30/23 | FY 22-23 Budget | | |
| Property Appraiser Fees | \$ 4,600.00 | \$ 5,000.00 | \$ 5,000.00 | Annual bill ranges between \$4,500 and \$5,000 |
| Tax Collector Commissions | \$ 13,000.00 | \$ 15,500.00 | \$ 15,000.00 | Based on collections |
| Total Cost of Collections | \$ 17,600.00 | \$ 20,500.00 | \$ 20,000.00 | |
| | | | | |
| Transfer of Operating Reserves | \$ 84,450.00 | \$ 84,450.00 | \$ 84,450.00 | \$7,037.50 monthly |
| | | | | |
| Total Expenditures | \$ 362,060.00 | \$ 384,950.00 | # \$ 388,950.00 | |
| | | | | |
| Net Income | \$ 288,940.00 | \$ 271,149.12 | \$ 286,066.00 | |



**TOURIST DEVELOPMENT TAX GRANT AGREEMENT
BETWEEN
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
CAPTIVA EROSION PREVENTION DISTRICT
FOR
HAGERUP BEACH PARK MAINTENANCE (401911)**

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

WITNESSETH:

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

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

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

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

NAME: HAGERUP BEACH PARK MAINTENANCE

NUMBER: 401911

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

1. SCOPE OF WORK

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

- 1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 1.2 The parties acknowledge that the Project is for *maintenance of Alison Hagerup Beach Park*.

2. CONTRACT PERIOD

Maintenance Awards: This Agreement is effective as of October 1, 2023 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2024 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date or subsequent to the expiration date of this Agreement. Maintenance awards are not eligible for carryovers, but unspent funds may be requested during the next grant application process.

Capital Awards:

This Agreement is effective as of October 1, 2023 (the “Effective Date”) and shall continue until the earlier occurs (a) completion of the work and payment of the related expenditures for the approved Project Request (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”), but no longer than 3 years from the effective date without TDC status review and approval. The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date or subsequent to the expiration date of this Agreement. Capital awards may be requested for carryover twice before TDC project status review and approval is needed.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Two hundred sixty-one thousand four hundred and eighty-two dollars and no cents (\$261,482.00). The Two hundred sixty-one thousand four hundred and eighty-two dollars and no cents (\$261,482.00) for charges incurred during the contract period.

3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** allowable Project costs in accordance with the Project Budget set forth in the Project Plan.

3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** MONTHLY, with the final month no later than thirty (30) days after the contract period. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The invoice packets must be a PDF format and transmitted digitally. The County may modify administrative guidelines from time to time. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the County or the Clerk shall be provided. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany invoices.

At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed Two hundred sixty-one thousand four hundred and eighty-two dollars and no cents (\$261,482.00).

3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.

3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the

RECIPIENT is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.

- 3.5 **RECIPIENT** agrees to comply with the following Special Conditions for funding of this project: N/A
- 3.6 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.7 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year for maintenance grants. Capital grants may be carried over, with appropriate approval.
- 3.8 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable according to the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director, Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the **COUNTY'S** final determination. The **RECIPIENT'S** continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the **RECIPIENT** concerning the dispute.

4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its

obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 Capital equipment purchased with grant proceeds may not be disposed of without approval from the **COUNTY**. Sale proceeds may be required to be repaid to the **COUNTY'S** Beach and Shoreline Program.
- 5.4 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.
- 5.5 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

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

7. REPORTS

- 7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Program Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.
- 7.2 Status reports must be current to receive reimbursement.
- 7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

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

Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

9. TERMINATION

9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:

- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
- b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

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

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

9.3 This Funding Agreement terminates three (3) years after approval by the Board of County Commissioners.

10. LAW COMPLIANCE

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

11. ASSIGNMENT

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

12. GOVERNING LAW

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

13. SEVERABILITY

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

14. COUNTERPARTS

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

15. MISCELLANEOUS

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

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

violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.

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

16. CONTACT INFORMATION

COUNTY

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

RECIPIENT

CAPTIVA EROSION PREVENTION DISTRICT, Director
11513 Andy Rosse Lane, Unit 4
Captiva, FL 33924

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

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

ATTEST:
KEVIN KARNES, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
OFFICE OF THE COUNTY ATTORNEY

ATTEST:

CAPTIVA EROSION PREVENTION DISTRICT

BY: _____
WITNESS

BY: _____
DIRECTOR

APPROVED AS TO FORM

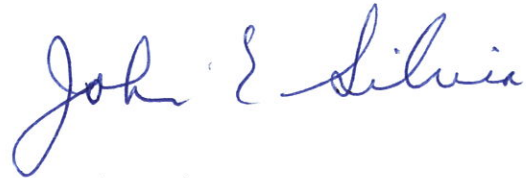
BY: _____
CEPD ATTORNEY

John E. Silvia
P.O. Box 491
Captiva, FL 33924
August 9, 2023

Dan Munt
Executive Director
CEPD
11513 Andy Rosse Lane, Unit 4
Captiva, FL 33924

Dear Dan,

I am resigning my position as Commissioner on the CEPD effective September 30, 2023. Tiffani and I are moving to Tampa. Thanks for all your efforts and I wish you the best.



John E. Silvia

CAPTIVA EROSION PREVENTION DISTRICT COMMISSIONER APPOINTMENT INFORMATION FORM

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

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

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

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

Address: (H) _____
_____ Zip Code _____

(O) _____
_____ Zip Code _____

Phone: (H) _____ (O) _____

Occupation: _____

Employer: _____

Position: _____ How Long: _____

Education: Highest education level achieved and institutions attended:

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

Have you ever held a professional or business license or certificate? Yes _____ No _____
If "Yes", please provide the title, issue date and issuing authority.

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

District for which you are applying: _____

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

Work Experience: _____

Community Involvement: _____

Interests/Activities: _____

Why do you desire to serve? _____

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

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

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

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

Signature

Date

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

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

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

APPENDIX A

Captiva Erosion Prevention District Board of Commissioners Requirements and Expectations

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

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

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

Expectations:

- Attendance at the monthly Board meeting, and the following (as listed in the Rules and Regulations):
 1. Must vote on every motion in which he/she has no personal interest. A commissioner may not abstain unless he/she has a bona fide conflict of interest as defined in Section 112.3143, F.S., as amended.
 2. May, only after recognition by the Chair, introduce motions, discuss subjects and vote.
 3. May request to consider a subject informally, if no objection. If there is objection, he/she is obliged to put a motion which must be seconded to determine the result by a majority 6 vote. This is debatable, but not amendable.
 4. May appeal a decision of the Chair without a second. This is debatable if the question was debatable, is not amendable and is decided by a majority vote.
 5. May move to refer the subject to the next regular meeting. This is seconded, decided by a majority vote, is debatable and amendable.
 6. May informally request a recess in a meeting for a reasonable time. If there is an objection, the Commissioner shall state the request in the form of a motion, which must be seconded, to determine the result by a majority vote. The length of time of the recess and the time the meeting will be reconvened must be announced before recessing. A meeting may not be recessed for more than five hours and must be reconvened the same day.
 7. If no motion is pending, may move to adjourn. Upon the completion of the agenda, an adjourned meeting may be "moved" by specifying time and date of the next regular meeting. These motions are seconded and decided by a majority vote. They are not debatable but are amendable as to time.