



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

'Tween Waters Inn, Wakefield Room
15951 Captiva Drive
Captiva, Florida 33924

Wednesday, December **10**, 2014
1:00 P.M.

Agenda

Regular Meeting of the Captiva Erosion Prevention District

Tween Waters Inn, 15951 Captiva Drive, Captiva, Florida 33924
December 10, 2014@ 1PM

1. Call to Order
2. Roll Call
3. Approval of November Meeting Minutes
4. Public to be Heard
5. Financial Report
 - a) Budget Performance Ending November 30, 2014
6. Old Business
 - a) Permit Status
7. New Business
 - a) Acceptance of DEP 12LE2 Grant Amendment
8. Administrator Report *assessment installment collection*
 - a) FEMA Update
 - b) Beach Tilling
Strategic Beach Management Plan
9. Public to be Heard
10. Commissioner Comments

Adjourn

*Get Proposals to replace
hope*

sign

Minutes

Regular Meeting of the Captiva Erosion Prevention District

Tween Waters Inn, 15951 Captiva Drive, Captiva, Florida 33924
November 12, 2014@ 1:00 P.M.

Commissioners Present: Jim Boyle, Chairman; Doris Holzheimer, Vice Chair; Harry Kaiser, Secretary; Mike Mullins, Commissioner

Absent (excused): Dave Jensen, Treasurer

Staff Present: Kathy Rooker, CEPD Administrator; John Bralove, CEPD Assistant to the Administrator; Hans Wilson, Hans Wilson and Associates

Stroemer & Company: Jack Alexander

1. Call to Order

Chairman Boyle called the meeting to order at 1:00 P. M.

2. Roll Call

The roll was called and the results are outlined above.

3. Approval of October Meeting Minutes

Commissioner Kaiser moved and Commissioner Holzheimer seconded a motion to dispense with the reading of the minutes from the October 8, 2014 Regular Board Meeting and approve them as presented. The motion passed unanimously.

4. Public to be Heard

There were no comments from the public.

5. Financial Report

a) Budget Performance Ending October 31, 2014

Chairman Boyle said that Treasurer Jensen was not in attendance but Ms. Rooker or Mr. Alexander could answer any questions about the budget performance. Commissioner Kaiser commented that things looked very good. The Chair asked for questions but there were none.

6. Old Business

a) Permit Status

Chairman Boyle reported that CEPD had received a Notice of Intent to Issue on October 30, 2014 and a draft of the final order has been received. He added that the only thing DEP has to wait for is input from federal Fish and Wildlife officials. DEP has approved a higher and wider beach and some other improvements to the permit.

7. New Business

a) Acceptance of Tourist Development Council Grant

Commissioner Mullins moved and Commissioner Holzheimer seconded a motion to accept the Lee County Tourist Development Council Grant of \$19,085 as proposed. The motion passed unanimously.

b) Beach Tilling Proposals

Chairman Boyle reported that CEPD had received three bids in response to the RFP issued in October and he recommended the lowest bidder, Advantage Construction. Their bid was \$19,500, which, he added, was \$15,000 less than the other two bidders. Commissioner Mullins moved and Commissioner Kaiser seconded a motion to proceed with beach tilling with Advantage Construction for \$19,500. After discussion regarding references, recommendations, and preservation of vegetation, the motion passed unanimously.

c) Resolution 2014-14 Approving Contract for Beach Tilling

The Chair asked Ms. Rooker to read aloud the body of the Resolution. Commissioner Mullins offered and Commissioner Kaiser seconded Resolution 2014-14 to approve the expenditure of \$19,500 to construct the project described as the beach tilling and escarpment leveling project in order to meet a Joint Coastal Permit requirement. The Resolution passed unanimously.

8. Administrator Report

a) FEMA Update

Ms. Rooker reported that FEMA finally gave CEPD in writing their explanation and calculation of sand loss. She has shared this information and additional pertinent materials with Tom Pierro of CBI. Mr. Pierro is preparing a draft response to each item presented by FEMA and will provide the draft to CEPD on Thursday. Ms. Rooker said that she and Chairman Boyle will review it and send the final on to FEMA a week from this Friday. She explained that FEMA then has 60 days from the receipt of CEPD'S response to approve or disapprove it. Chairman Boyle said the timing is such that it should allow the Board to take whatever action may be necessary at the January 2015 Board Meeting. Ms. Rooker said if FEMA disapproves it, CEPD could appeal the decision. She explained that the appeal process goes through the Atlanta office of FEMA and ultimately goes through Washington if Atlanta denies the appeal.

9. Public to be Heard

There were no comments from the public.

10. Commissioner Comments

Commissioner Mullins brought up the issue of dogs on the beach and the health problems stemming from people not cleaning up after their dogs. He suggested CEPD install doggie waste stations at public accesses. Ms. Rooker reminded Commissioners that dogs were not allowed on Lee County beaches and to put stations there would communicate the wrong message. Commissioner Mullins suggested that the signs and waste stations be installed at the approaches to these areas including at Turner Beach.

Commissioner Kaiser said the beach etiquette card addressed some of these issues and asked how the distribution of it was going. Ms. Rooker listed the rental agencies and other organizations to which cards had been delivered and how they intended to use them. Commissioner Mullins said someone at Royal Shell had suggested that a poster be made out of the beach etiquette card. The

Chair asked that the staff look into doggie waste stations and signs and the poster idea. He added that signage at Laika Lane, the end of Andy Rosse Lane, and at Turner Beach might be a good idea. Concern was expressed about there already being too many signs on Captiva.

Chairman Boyle alerted the Commissioners that at the December Board Meeting, he expected the \$137,000 DEP grant amendment would be on the Agenda.

Adjourn

There being no other business, Chairman Boyle adjourned the meeting at 1:30 P.M.

**Captiva Erosion
 Prevention District
 General Fund
 Budget Performance - Summary
 For the One and Two Months Ended Nov 30, 2014**

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Nov '14	Budget - Nov '14	Variance - Nov '14	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Ad Valorem Tax	76,375.38	29,900.25	46,475.13	76,375.38	59,800.50	16,574.88	358,803.00	282,427.62
Interest income - Other	5.27	91.66	(86.39)	16.56	183.32	(166.76)	1,100.00	1,083.44
Other Income	300.00	0.00	300.00	2,934.57	0.00	2,934.57	0.00	0.00
Total Income	<u>76,680.65</u>	<u>29,991.91</u>	<u>46,688.74</u>	<u>79,326.51</u>	<u>59,983.82</u>	<u>19,342.69</u>	<u>359,903.00</u>	<u>283,511.06</u>
Gross Profit	76,680.65	29,991.91	46,688.74	79,326.51	59,983.82	19,342.69	359,903.00	283,511.06
Expense								
Administrative expenses	3,884.60	5,262.48	(1,377.88)	10,175.52	10,524.96	(349.44)	63,150.00	52,974.48
Capital outlay	0.00	250.00	(250.00)	0.00	500.00	(500.00)	3,000.00	3,000.00
Reserves	6,970.67	6,970.67	0.00	13,941.34	13,941.34	0.00	83,648.00	69,706.66
Cost of collecting Ad Valorem	1,527.51	833.34	694.17	4,846.03	1,666.68	3,179.35	10,000.00	5,153.97
Legal and professional fees	11,691.50	16,675.42	(4,983.92)	23,846.85	33,350.84	(9,503.99)	200,105.00	176,258.15
Total Expense	<u>24,074.28</u>	<u>29,991.91</u>	<u>(5,917.63)</u>	<u>52,809.74</u>	<u>59,983.82</u>	<u>(7,174.08)</u>	<u>359,903.00</u>	<u>307,093.26</u>
Net Ordinary Income	<u>52,606.37</u>	<u>0.00</u>	<u>52,606.37</u>	<u>26,516.77</u>	<u>0.00</u>	<u>26,516.77</u>	<u>0.00</u>	<u>(23,582.20)</u>
Transfer to Capital Fund	0.00	0.00	0.00	(127,265.00)	0.00	(127,265.00)	0.00	0.00
Net Income	<u>52,606.37</u>	<u>0.00</u>	<u>52,606.37</u>	<u>(100,748.23)</u>	<u>0.00</u>	<u>(100,748.23)</u>	<u>0.00</u>	<u>(23,582.20)</u>

NOTE: Annual Budget figures ONLY represent Budgeted Revenue uncollected and Budgeted Expenditures incurred

**Captiva Erosion
Prevention District
General Fund
Budget Performance - Detail
For the One and Two Months Ended
November 2014**

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Nov '14	Budget - Nov '14	Variance - Nov '14	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Ad Valorem Tax								
Ad Valorem taxes	76,375.38	29,900.25	46,475.13	76,375.38	59,800.50	16,574.88	358,803.00	282,427.62
Total Ad Valorem Tax	76,375.38	29,900.25	46,475.13	76,375.38	59,800.50	16,574.88	358,803.00	282,427.62
Interest income - Other	5.27	91.66	(86.39)	16.56	183.32	(166.76)	1,100.00	1,083.44
Other Income	300.00	0.00	300.00	2,934.57	0.00	2,934.57	0.00	0.00
Total Income	76,680.65	29,991.91	213.61	79,326.51	59,983.82	19,342.69	359,903.00	283,511.06
Gross Profit	76,680.65	29,991.91	46,688.74	79,326.51	59,983.82	19,342.69	359,903.00	283,511.06
Expense								
Administrative expenses								
Advertising	0.00	333.33	(333.33)	1,319.80	666.66	653.14	4,000.00	2,680.20
Board meeting expenses	0.00	16.67	(16.67)	0.00	33.34	(33.34)	200.00	200.00
Copier lease expense	142.79	200.00	(57.21)	142.79	400.00	(257.21)	2,400.00	2,257.21
Dues and subscriptions	220.00	33.33	186.67	395.00	66.66	328.34	400.00	5.00
General insurance	0.00	770.83	(770.83)	0.00	1,541.66	(1,541.66)	9,250.00	9,250.00
Newsletter expense	242.32	250.00	(7.68)	242.32	500.00	(257.68)	3,000.00	2,757.68
Office expense	949.68	375.00	574.68	1,810.02	750.00	1,060.02	4,500.00	2,689.98
Postage	0.00	83.33	(83.33)	91.68	166.66	(74.98)	1,000.00	908.32
Rent expense	1,386.45	1,425.00	(38.55)	2,772.90	2,850.00	(77.10)	17,100.00	14,327.10
Repairs	0.00	183.33	(183.33)	291.25	366.66	(75.41)	2,200.00	1,908.75
Telephone	208.01	208.33	(0.32)	416.02	416.66	(0.64)	2,500.00	2,083.98
Travel and per diem	400.00	833.33	(433.33)	1,906.82	1,666.66	240.16	10,000.00	8,093.18
Utilities	122.85	183.33	(60.48)	274.42	366.66	(92.24)	2,200.00	1,925.58
Website & Computer maintenance	212.50	366.67	(154.17)	512.50	733.34	(220.84)	4,400.00	3,887.50
Total Administrative expenses	3,884.60	5,262.48	(1,377.88)	10,175.52	10,524.96	(349.44)	63,150.00	52,974.48
Capital outlay								
Equipment purchases	0.00	250.00	(250.00)	0.00	500.00	(500.00)	3,000.00	3,000.00
Total Capital outlay	0.00	250.00	(250.00)	0.00	500.00	(500.00)	3,000.00	3,000.00
Consulting and Professional Fees								
Consulting	10,400.00	11,314.75	(914.75)	20,800.00	22,629.50	(1,829.50)	135,777.00	114,977.00
Professional Fees	1,291.50	5,360.67	(4,069.17)	3,046.85	10,721.34	(7,674.49)	64,328.00	61,281.15
Total Legal and professional fees	11,691.50	16,675.42	(4,983.92)	23,846.85	33,350.84	(9,503.99)	200,105.00	176,258.15
Cost of collecting Ad Valorem								
Property tax appraiser fees	0.00	416.67	(416.67)	3,318.52	833.34	2,485.18	5,000.00	1,681.48
Tax collector commissions	1,527.51	416.67	1,110.84	1,527.51	833.34	694.17	5,000.00	3,472.49
Total Cost of collecting Ad Valorem	1,527.51	833.34	694.17	4,846.03	1,666.68	3,179.35	10,000.00	5,153.97
Reserves								
Operating Reserves	6,970.67	6,970.67	0.00	13,941.34	13,941.34	(0.00)	83,648.00	69,706.66
Total Reserves	6,970.67	6,970.67	0.00	13,941.34	13,941.34	0.00	83,648.00	69,706.66
Total Expense	24,074.28	29,991.91	(5,917.63)	52,809.74	59,983.82	(7,174.08)	359,903.00	307,093.26
Net Ordinary Income	52,606.37	0.00	52,606.37	26,516.77	0.00	26,516.77	0.00	(23,582.20)
Transfer to Capital Fund	0.00	0.00	0.00	(127,265.00)	0.00	(127,265.00)	0.00	0.00
Net Income	52,606.37	0.00	52,606.37	(100,748.23)	0.00	(100,748.23)	0.00	(23,582.20)

NOTE: Residual Budget figures reflect only Budget Revenue uncollected and Budgeted expenditures not yet incurred.

**Captiva Erosion
 Prevention District
 Capital Projects Fund
 Budget Performance - Summary
 For the One and Two Months Ended
 Nov 30, 2014**

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Nov '14	Budget - Nov '14	Variance - Nov '14	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Grant Income	0.00	17,458.34	(17,458.34)	0.00	34,916.68	(34,916.68)	209,500.00	209,500.00
Interest Income	53.43	41.67	11.76	111.98	83.34	28.64	500.00	388.02
Other miscellaneous income	0.00	0.00	0.00	201.55	0.00	201.55	0.00	0.00
Parking Lot Revenue	13,427.00	14,166.67	(727.91)	31,884.30	28,333.34	3,550.96	170,000.00	138,115.70
Transfer from General Fund	0.00	0.00	0.00	127,265.00	0.00	127,265.00	0.00	0.00
Reserves - General	6,970.67	6,970.67	0.00	13,941.34	13,941.34	0.00	83,648.00	69,706.66
Special Assessments			0.00		0.00	0.00	0.00	0.00
Special Assessments Principal	63,327.08	32,900.83	30,426.25	3,061,553.41	65,801.66	2,995,751.75	394,810.00	0.00
Special Assessments - Interest	4,557.89	5,050.83	(492.94)	4,557.89	10,101.66	(5,543.77)	60,610.00	56,052.11
Total Income	88,336.07	76,589.01	11,758.82	3,239,515.47	153,178.02	3,086,337.45	919,068.00	473,762.49
Expense								
Advertising	0.00	83.33	(83.33)	0.00	166.66	(166.66)	1,000.00	1,000.00
Annual memberships & fees	0.00	83.33	(83.33)	5,500.00	166.66	5,333.34	1,000.00	0.00
Bank service charges	445.50	0.00	445.50	499.96	0.00	499.96	0.00	0.00
Cost of Assessment Collections	459.00	416.67	42.33	459.00	833.34	(374.34)	5,000.00	4,541.00
Engineering (CP)	0.00	2,916.67	(2,916.67)	987.93	5,833.34	(4,845.41)	35,000.00	34,012.07
Insurance	0.00	1,083.33	(1,083.33)	0.00	2,166.66	(2,166.66)	13,000.00	13,000.00
Parking lot expenses	4,075.32	4,278.33	(203.01)	7,202.18	8,556.66	(1,354.48)	51,340.00	44,137.82
Project Management Support	7,347.80	10,930.17	(3,582.37)	14,239.30	21,860.34	(7,621.04)	131,162.00	116,922.70
Renourishment 2013/14	0.00	12,500.00	(12,500.00)	0.00	25,000.00	(25,000.00)	150,000.00	150,000.00
Rent	296.55	450.00	(153.45)	598.17	900.00	(301.83)	5,400.00	4,801.83
Storage of records	186.65	191.67	(5.02)	373.30	383.34	(10.04)	2,300.00	1,926.70
Website Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	12,810.82	32,933.50	(20,122.68)	29,859.84	65,867.00	(36,007.16)	395,202.00	370,342.12
Net Ordinary Income (Loss)	75,525.25	43,655.51	31,881.50	3,209,655.63	87,311.02	3,122,344.61	523,866.00	103,420.37
Other Expense								
Debt Service - Interest	0.00	3,299.42	(3,299.42)	58,564.56	6,598.84	51,965.72	39,593.00	0.00
Debt Service - Principal	0.00	53,245.58	(53,245.58)	0.00	106,491.16	(106,491.16)	638,947.00	638,947.00
Net Income	75,525.25	(12,889.49)	88,426.50	3,151,091.07	(25,778.98)	3,176,870.05	(154,674.00)	(535,526.63)

****NOTE: Annual Budget figures ONLY reflect Budgeted Assessments to be collected and Budgeted Costs not yet incurred.

**Captiva Erosion
 Prevention District
 Capital Projects Fund
 Budget Performance - Detail
 For the One and Two Months Ended**

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Nov '14	Budget - Nov '14	Variance - Nov '14	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Grant Income - Local	0.00	3,416.67	(3,416.67)	0.00	6,833.34	(6,833.34)	41,000.00	41,000.00
Grant Income - State	0.00	14,041.67	(14,041.67)	0.00	28,083.34	(28,083.34)	168,500.00	168,500.00
Interest Income	53.43	41.67	11.76	111.98	83.34	28.64	500.00	388.02
Other miscellaneous revenues	0.00	0.00	0.00	201.55	0.00	201.55	0.00	
Parking Lot Revenue	13,427.00	14,166.67	(739.67)	31,884.30	28,333.34	3,550.96	170,000.00	138,115.70
Transfer from General Fund	0.00	0.00	0.00	127,265.00	0.00	127,265.00	0.00	0.00
Reserves - General	6,970.67	6,970.67	0.00	13,941.34	13,941.34	0.00	83,648.00	69,706.66
Special Assessments								
Special Assessments Principal	63,327.08	32,900.83	30,426.25	3,061,553.41	65,801.66	2,995,751.75	394,810.00	0.00
Special Assessments - Interest	4,557.89	5,050.83	(492.94)	4,557.89	10,101.66	(5,543.77)	60,610.00	56,052.11
Total Special Assessments	67,884.97	37,951.66	29,933.31	3,066,111.30	75,903.32	2,990,207.98	455,420.00	56,052.11
Total Income	88,336.07	76,589.01	11,747.06	3,239,515.47	153,178.02	3,086,337.45	919,068.00	473,762.49
Expense								
Advertising	0.00	83.33	(83.33)	0.00	166.66	(166.66)	1,000.00	1,000.00
Annual memberships & fees	0.00	83.33	(83.33)	5,500.00	166.66	5,333.34	1,000.00	0.00
Bank service charges	445.50	0.00	445.50	499.96	0.00	499.96	0.00	0.00
Cost of Assessment Collections	459.00	416.67	42.33	459.00	833.34	(374.34)	5,000.00	4,541.00
Engineering (CP)	0.00	2,916.67	(2,916.67)	987.93	5,833.34	(4,845.41)	35,000.00	34,012.07
Insurance	0.00	1,083.33	(1,083.33)	0.00	2,166.66	(2,166.66)	13,000.00	13,000.00
Parking lot expenses								
Equipment	0.00	1,333.33	(1,333.33)	0.00	2,666.66	(2,666.66)	16,000.00	16,000.00
Parking maintenance	2,495.47	1,470.00	1,025.47	4,274.44	2,940.00	1,334.44	17,640.00	13,365.56
Portable toilets	561.22	625.00	(63.78)	1,122.44	1,250.00	(127.56)	7,500.00	6,377.56
Sales tax expense	1,018.63	850.00	168.63	1,805.30	1,700.00	105.30	10,200.00	8,394.70
Total Parking lot expenses	4,075.32	4,278.33	(203.01)	7,202.18	8,556.66	(1,354.48)	51,340.00	44,137.82
Project Management Support								
Professional Fees	1,747.80	5,291.67	(3,543.87)	3,039.30	10,583.34	(7,544.04)	63,500.00	60,460.70
Project Consultant	5,600.00	5,638.50	(38.50)	11,200.00	11,277.00	(77.00)	67,662.00	56,462.00
Project Manual	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Project Management Support	7,347.80	10,930.17	(3,582.37)	14,239.30	21,860.34	(7,621.04)	131,162.00	116,922.70
Renourishment 2013/14								
Monitoring - Sea Turtle	0.00	2,916.67	(2,916.67)	0.00	5,833.34	(5,833.34)	35,000.00	35,000.00
Post Construct Survey & Report	0.00	7,083.33	(7,083.33)	0.00	14,166.66	(14,166.66)	85,000.00	85,000.00
Tilling	0.00	2,500.00	(2,500.00)	0.00	5,000.00	(5,000.00)	30,000.00	30,000.00
Total Renourishment 2013/14 Design Phase	0.00	12,500.00	(12,500.00)	0.00	25,000.00	(25,000.00)	150,000.00	150,000.00
Rent	296.55	450.00	(153.45)	598.17	900.00	(301.83)	5,400.00	4,801.83
Storage of records	186.65	191.67	(5.02)	373.30	383.34	(10.04)	2,300.00	1,926.70
Website Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	12,810.82	32,933.50	(20,122.68)	29,859.84	65,867.00	(36,007.16)	395,202.00	370,342.12
Other Income/Expense								

***NOTE: Annual Budget figures ONLY reflect Budgeted Assessments to be collected and Budgeted Costs not yet accrued.

**Captiva Erosion
 Prevention District
 Capital Projects Fund
 Budget Performance - Detail
 For the One and Two Months Ended
 Nov 30, 2014**

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Nov '14	Budget - Nov '14	Variance - Nov '14	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Debt Service -Principal	0.00	53,245.58	(53,245.58)	0.00	106,491.16	(106,491.16)	638,947.00	638,947.00
Debt Service -Interest	0.00	3,299.42	(3,299.42)	58,564.56	6,598.84	51,965.72	39,593.00	0.00
Total Other Income/Expense	0.00	56,545.00	(56,545.00)	58,564.56	113,090.00	(54,525.44)	678,540.00	638,947.00
Net Ordinary Income (Loss)	75,525.25	(12,889.49)	88,414.74	3,151,091.07	(25,778.98)	3,176,870.05	(154,674.00)	(535,526.63)
Net Income	75,525.25	(12,889.49)	88,414.74	3,151,091.07	(25,778.98)	3,176,870.05	(154,674.00)	(535,526.63)

***NOTE: Annual Budget figures ONLY reflect Budgeted Assessments to be collected and Budgeted Costs not yet accrued.

PUBLIC NOTICE

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONSOLIDATED NOTICE OF INTENT TO ISSUE PERMIT, VARIANCE
AND AUTHORIZATION TO USE SOVEREIGN SUBMERGED LANDS

The Department of Environmental Protection gives notice of its intent to issue a joint coastal permit (File No. 0200269-009-JC) and grant a letter of consent to use sovereign submerged lands for the beach nourishment portion of the project and a 15-year renewal and modification to an existing public easement (Instrument No. 40410, BOT File No. 360229615) containing 149.75 acres or 6,523,288 square feet, more or less, for Borrow Area IIIB and 348.71 acres or 15,190,094 square feet, more or less, for Borrow Area VI-E, to the Captive Erosion Prevention District, c/o Kathleen Rooker, 11513 Andy Rosse Lane Unit 4, Captiva Island, Florida 33924, to periodically nourish the beach at the Captiva Island segment of the federally-authorized Lee County Shore Protection project, to restore the northern tip of Captiva Island and to nourish the northern portion of Sanibel Island. Two previously-permitted borrow areas (III-B and VI-E), will be utilized as sand sources for this project. The elevation of the design beach berm inclines from +6.5 feet North American Vertical Datum (NAVD) at the dune line to +4.5 feet NAVD at the crest of the foreshore face of the berm, where it has a seaward slope of 1:10 vertical:horizontal (V:H) to the existing profile. Phase I includes routine nourishment events at 8-10 year intervals using Borrow Areas III-B and VI-E. Phase II will address emergency nourishment (including larger hot spots) in response to any major storm erosion. Phase III will handle the smaller hot spot nourishment using upland sand sources (Stewart – Immokalee, Vulcan – Witherspoon, and CEMEX – Lake Wales and Davenport). Dune repair work is also authorized, in the event of a severe storm. The project may involve the temporary placement, and subsequent dredging, of sand within an offshore sand stockpile/rehandling area.

The Department of Environmental Protection also gives notice of its intent to grant a variance under Section 403.201, F.S., from the provisions of Rule 62-4.244(5)(c), F.A.C., to the Captiva Erosion Prevention District, 11513 Andy Rosse Lane Unit 4, Captiva Island, Florida 33924, (File No. 0200269-010-BV) to allow an expanded mixing zone of 200 meters offshore and 1,500 meters downcurrent from the point where dredge slurry enters the Gulf of Mexico. The variance is in conjunction with the Captive Erosion Prevention District's application to undertake a beach nourishment project in Lee County, along the shorelines of Captiva and Sanibel Islands, from Department of Environmental Protection reference monuments R-83 to R-109 and R-110 to R-118. The Department's file on this matter is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Beaches, Inlets and Ports Program, 2600 Blairstone Road, Tallahassee, Florida 32399, Telephone: 850-245-7585.

The project site is located in Lee County and extends into the Gulf of Mexico, Class III Waters. The Beach Restoration site is located on the northern end of Captiva Island, between Department Reference Monuments R-83 and R-84, at Redfish Pass. The Beach Nourishment sites are located on Captiva Island, between R-84 and R-109, Sections 15, 22, 26, 27 and 35, Township 45 South, Range 21 East; and on Sanibel Island, between R-110 to R-118, Sections 2, 3, 11, 13 and 14, Township 46 South, Range 21 East.

A person whose substantial interests are affected by the Department's action may petition for an administrative hearing in accordance with sections 120.569 and 120.57, Florida Statutes (F.S.). The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Because the administrative hearing process is designed to redetermine final agency action on the application, the filing of a petition for an administrative hearing may result in a modification of the permit or even a denial of the application. Under rule 62-110.106(4), Florida Administrative Code (F.A.C.), a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon. If a request is filed late, the Department may still grant it upon a motion by the requesting party showing that the failure to file a request for an extension of time before the deadline was the result of excusable neglect.

In the event that a timely and sufficient petition for an administrative hearing is filed, other persons whose substantial interests will be affected by the outcome of the administrative process have the right to petition to intervene in the proceeding. Any intervention will be only at the discretion of the presiding judge upon the filing of a motion in compliance with rule 28-106.205, F.A.C.

In accordance with rules 28-106.111(2) and 62-110.106(3)(a)(1), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition for an administrative hearing within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under sections 120.569 and 120.57, F.S.

A petition that disputes the material facts on which the Department's action is based must contain the following information: (a) The name and address of each agency affected and each agency's file or identification number, if known; (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination; (c) A statement of when and how the petitioner received notice of the agency decision; (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate; (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action; (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the

alleged facts relate to the specific rules or statutes; and (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by rule 28-106.301, F.A.C. Under sections 120.569(2)(c) and (d), F.S., a petition for administrative hearing must be dismissed by the agency if the petition does not substantially comply with the above requirements or is untimely filed.

This intent to issue constitutes an order of the Department. The applicant has the right to seek judicial review of the order under section 120.68, F.S., by the filing of a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when the final order is filed with the Clerk of the Department.

The application and "CONSOLIDATED NOTICE OF INTENT TO ISSUE JOINT COASTAL PERMIT, VARIANCE AND AUTHORIZATION TO USE SOVEREIGN SUBMERGED LANDS" and the "DRAFT CONSOLIDATED JOINT COASTAL PERMIT AND INTENT TO GRANT SOVEREIGN SUBMERGED LANDS AUTHORIZATION" can be viewed at the Department's Internet Web site at:

<ftp://ftp.dep.state.fl.us/pub/ENV-PRMT/lee/pending/0200269-009-JC%20Captiva%20and%20Sanibel%20Island%20Nourishment/>

AMENDMENT No. 2
DEP AGREEMENT No: 12LE2
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESOURCE MANAGEMENT
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
STATE OF FLORIDA
GRANT AGREEMENT FOR
CAPTIVA-SANIBEL ISLAND BEACH NOURISHMENT

THIS AGREEMENT was entered into on the 11th day of January, 2013, amended on the 24th day of April, 2013, and revised by change order on the 25th of November, 2013, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT"), whose address is 2600 Blair Stone Road, MS 3554, Tallahassee, Florida 32399, and the CAPTIVA EROSION PREVENTION DISTRICT, a local government (hereinafter referred to as the "LOCAL SPONSOR"), whose address is 11513 Andy Rosse Lane, Captiva, Florida 33924-0365, for the project described herein.

WHEREAS, the LOCAL SPONSOR has requested to extend the expiration date and revise deliverables in the Grant Work Plan to include Three Years of Post-Construction Monitoring and the DEPARTMENT has agreed. Accordingly, the Grant Work Plan is revised as set forth in Attachment A-2.; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the DEPARTMENT and the LOCAL SPONSOR do hereby agree as follows:

- Paragraphs 1 through 45 are hereby deleted in their entirety and replaced with the following:
 1. The DEPARTMENT does hereby retain the LOCAL SPONSOR to implement the beach erosion control project known as the CAPTIVA-SANIBEL ISLAND BEACH NOURISHMENT, (hereafter referred to as the PROJECT), as defined in **Attachment A-2 (Grant Work Plan)**, attached hereto and made a part hereof. The LOCAL SPONSOR does hereby agree to perform such services as are necessary to implement the PROJECT in accordance with the terms and conditions set forth in this Agreement, and all attachments and exhibits named herein that are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee", "Recipient" and "Local Sponsor" are used interchangeably.
 2. This Agreement shall begin on the last date executed and end on **December 31, 2017**. Pursuant to Section 161.101 (18), Florida Statutes, and 62B-36.009, Florida Administrative Code, work conducted on this PROJECT by the LOCAL SPONSOR or its subcontractor and approved by the DEPARTMENT beginning on or after February 1, 2010, may be eligible for reimbursement by the DEPARTMENT, provided that the PROJECT is approved by the DEPARTMENT. If work identified in the approved Grant Work Plan is completed prior to time allowed in this Agreement, this Agreement may be amended to close out the Agreement.
 3. The LOCAL SPONSOR shall perform the services in a proper and satisfactory manner as determined by the DEPARTMENT.
 4. Any and all equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the LOCAL SPONSOR.

5. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and subject to the release of funds appropriated to the DEPARTMENT.
6. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and all present and future requisite authorizations and environmental permits. The PROJECT consists of the nourishment of 5.8 miles of shoreline between DEP Monuments R84 - R109 and R110.5 - R116 (excluding a gap of 900 feet between R114-R115) in Lee County, FL. The life of the PROJECT is defined as ten (10) years following completion of each construction event. The parties expressly agree that the provisions of this paragraph shall survive and be enforceable beyond the expiration date of this Agreement.
7. For tasks, as specified in Table 1 below and in Attachment A-2, the LOCAL SPONSOR shall develop a detailed Scope of Work which shall include a narrative description of each task, a corresponding detailed budget for each deliverable under that task and a schedule for completion of each task and deliverable. Each Scope of Work shall require approval by the DEPARTMENT as to content, deliverables, and schedule prior to initiating the work.
8. A. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are identified in Table 1 below:

TABLE 1

Task #	Eligible Project Tasks	State Cost Share (%)	DEP	Local	Total
2.0	Design				
2.1	Design and Permitting of Nourishment	22.80%	\$47,208.32	\$159,845.68	\$207,054.00
3.0	Construction				
3.1	Construction of Nourishment	22.80%	\$4,540,700.68	\$15,374,653.18	\$19,915,353.86
4.0	Monitoring				
4.1	Initial Season Biological Monitoring (2014)	22.80%	\$6,315.43	\$21,383.77	\$27,699.20
4.2	Year One Biological Monitoring (2015)	22.80%	\$10,761.43	\$36,437.77	\$47,199.20
4.3	Year Two Biological Monitoring (2016)	22.80%	\$6,315.43	\$21,383.77	\$27,699.20
4.4	Year One Physical Monitoring (2015)	22.80%	\$98,958.71	\$335,070.69	\$434,029.40
	TOTAL PROJECT COSTS		\$4,710,260.00	\$15,948,774.86	\$20,659,034.86

- B. Changes in PROJECT costs that transfer funds from one task to another or that increase or decrease the total funding amount shall require a formal amendment to the Agreement.
9. The DEPARTMENT has determined that 45.60 percent of the non-federal PROJECT cost is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of \$4,710,260 for this PROJECT or up to 22.80 percent of the non-federal project cost, if applicable, for the specific eligible PROJECT items listed above, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share.

10. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in Table 1 are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible PROJECT tasks that exceed the estimated PROJECT costs for that task shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated TOTAL PROJECT COSTS shown in Table 1 above, shall be provided through formal amendment to this Agreement.
11. The LOCAL SPONSOR shall perform as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT.
12. The LOCAL SPONSOR agrees to maintain the public beach access sites and public parking spaces, as identified in **Attachment B-1 (Funding Eligibility)**, attached hereto and made a part hereof, for beach use throughout the life of the PROJECT as established under this Agreement. The life of the PROJECT is defined as ten (10) years following the completion of each construction event commencing upon execution of this Agreement. If at any time the LOCAL SPONSOR fails to maintain the subject beach access sites and public parking, the LOCAL SPONSOR agrees to reimburse the DEPARTMENT all funds provided by the DEPARTMENT associated with any beach access site and/or parking spaces which are no longer available to the public for a 10-year period. All parking must be clearly signed or otherwise designated as public beach access parking.
13.
 - A. In accordance with Section 216.181(16)(b), Florida Statutes, the DEPARTMENT, upon written request from the LOCAL SPONSOR, including justification for said request, and written approval from the State Chief Financial Officer, may provide an advance payment to the LOCAL SPONSOR. In addition to the written request for advance payment, the LOCAL SPONSOR shall also complete and submit the applicable portions of **Attachment C (Advance Payment Justification Form)**, attached hereto and made a part hereof. Consideration for advance payment is at the discretion of the DEPARTMENT, and shall be limited to eligible studies and project construction costs identified in Table 1. The LOCAL SPONSOR's expenditures shall draw proportionally upon both the LOCAL SPONSOR's funds and the DEPARTMENT's advanced funds in accordance with the cost share ratios established pursuant to this Agreement.
 - B. If advance payment is authorized, the LOCAL SPONSOR shall temporarily invest the advanced funds in an interest bearing account. The LOCAL SPONSOR shall be responsible to the DEPARTMENT for a quarterly accounting of such funds on the dates identified in paragraph 16.

- C. **Attachment D (Advance Payment – Interest Earned Memorandum)**, attached hereto and made a part hereof, is provided as a sample of the document generated internally each calendar quarter by the DEPARTMENT's Bureau of Finance and Accounting for agreements that authorized an advance payment. The DEPARTMENT's Grant Program Administrator shall forward such memorandum to the LOCAL SPONSOR's Project Manager, who shall be responsible for completion of the applicable interest statement details and submission to the DEPARTMENT each quarter. Interest income shall be documented by the LOCAL SPONSOR's submission of a current statement of account from the financial institution or agent where such funds are invested. Interest income shall be returned to the DEPARTMENT, within thirty (30) days following each quarter as set forth under this Agreement. This responsibility shall continue as long as advanced funds remain with the LOCAL SPONSOR or until construction is completed and a final accounting on the advanced funds is completed and the unused funds and interest due the DEPARTMENT are returned to the DEPARTMENT. Unused funds, and interest accrued on any unused portion of advanced funds which have not been remitted to the DEPARTMENT, shall be returned to the DEPARTMENT within sixty (60) days of the completion of the construction portion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers through LOCAL SPONSORS will be due sixty (60) days after the Federal final accounting has been completed.
- D. The parties hereto acknowledge that the State Chief Financial Officer may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the State Chief Financial Officer, the LOCAL SPONSOR shall be notified, in writing, by the DEPARTMENT's Grant Program Administrator regarding the additional requirements. Prior to releasing any funds, the LOCAL SPONSOR shall be required to provide a written acknowledgement to the DEPARTMENT's Grant Program Administrator of the LOCAL SPONSOR's acceptance of the terms imposed by the State Chief Financial Officer for release of funds.
14. As consideration for the satisfactory completion of the eligible work identified in Attachment A and approval of the work by the DEPARTMENT, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost reimbursement basis. All requests for reimbursement shall be made in accordance with **Attachment E (Contract Payment Requirements)**, attached hereto and made a part hereof, and State guidelines for allowable costs found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>. The LOCAL SPONSOR shall submit a request for reimbursement of funds on the forms provided as **Attachment F (Request for Payment, PARTS I – IV)**, attached hereto and made a part hereof. These forms are to be submitted upon completion of deliverables identified in the approved Scope of Work. These forms shall be certified as accurate by the LOCAL SPONSOR's Project Manager and the LOCAL SPONSOR's Project Financial Officer and submitted to the DEPARTMENT as a payment request. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All requests for the reimbursement of travel expenses shall be based on the travel limits established in Section 112.061, Florida Statutes. A final invoice shall be due no later than thirty (30) days following the completion date of this Agreement. The DEPARTMENT will not release funds for construction activities until such time as all requisite authorizations, environmental permits, and variances, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained. The final payment will not be processed until the match requirement has been met.
15. The DEPARTMENT's Project Manager shall have thirty (30) days after receipt of each request for payment to determine that the work has been accomplished in accordance with the terms and conditions of this Agreement prior to approving the request for payment. It is understood and agreed that any request for payment that requires the DEPARTMENT to request additional information of the

LOCAL SPONSOR shall stop time for the DEPARTMENT's review period and will reset when such information is received as requested by the DEPARTMENT. Upon approval of the request for payment the DEPARTMENT shall disburse the funds due the LOCAL SPONSOR less ten (10) percent which shall be retained on account. The cumulative amount retained for each eligible deliverable item shall be disbursed to the LOCAL SPONSOR after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement. The DEPARTMENT will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within thirty (30) calendar days of such request. If applicable, the LOCAL SPONSOR may also be required to submit a cost allocation plan to the DEPARTMENT in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).

16. For the duration of this Agreement, the LOCAL SPONSOR shall submit to the DEPARTMENT's Project Manager on a quarterly basis, **Attachment F (Project Progress Report, Part III)**, as updates to the project schedule, no later than thirty (30) days following the completion date of the quarterly reporting period in which the project is underway. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31. Progress reports are to be submitted electronically in Word .doc or tab delimited .TXT format. Information provided shall be the best available and shall represent the most accurate forecast of future events. Specific information to be included in the quarterly report: tasks to be completed, start and finish dates, task duration, and actual start and finish dates with actual task duration. In cases where no reimbursement is sought for a given quarter, all applicable portions of the progress report must still be completed and submitted. The timely submittal of these quarterly reports will result in points for the ranking of future projects under the Beach Management Funding Assistance Program.
17. Upon completion of a task or the PROJECT, the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as **Attachment G (Project Completion Certification)**. A final PROJECT certification inspection shall be made by the DEPARTMENT within sixty (60) days after the PROJECT is certified complete by the LOCAL SPONSOR.
18. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapter 287, and Chapter 161.101(17), Florida Statutes, which are expressly made a part of this Agreement and incorporated herein by reference as if fully set forth.
19. The applicable provisions of Chapter 161, Florida Statutes, entitled "Beach and Shore Preservation", and any rules promulgated there from, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.
20. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
21.
 - A. The DEPARTMENT may terminate this Agreement at any time in the event of the failure of the LOCAL SPONSOR to fulfill any of its obligations under this Agreement. Prior to termination, the DEPARTMENT shall provide ten (10) days written notice of its intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination.
 - B. The DEPARTMENT may terminate this Agreement without cause and for its convenience by giving thirty (30) days written notice to the LOCAL SPONSOR. Notice shall be sufficient if delivered personally or overnight courier to the address set forth in this Agreement.

22. No payment will be made for deliverables deemed unsatisfactory by the DEPARTMENT. In the event that a deliverable is deemed unsatisfactory by the DEPARTMENT, the LOCAL SPONSOR shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the DEPARTMENT, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the DEPARTMENT may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the DEPARTMENT'S Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the LOCAL SPONSOR to the DEPARTMENT. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the DEPARTMENT. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the DEPARTMENT shall notify the LOCAL SPONSOR in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the LOCAL SPONSOR shall have ten (10) calendar days from receipt of the DEPARTMENT letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the DEPARTMENT approval of a CAP as specified above shall result in the DEPARTMENT'S termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the DEPARTMENT'S notice of acceptance of a proposed CAP, the LOCAL SPONSOR shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the DEPARTMENT does not relieve the LOCAL SPONSOR of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by LOCAL SPONSOR, the DEPARTMENT shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the DEPARTMENT or steps taken by the LOCAL SPONSOR shall preclude the DEPARTMENT from subsequently asserting any deficiencies in performance. The LOCAL SPONSOR shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the DEPARTMENT as requested by the Department Grant Manager.
- C. Failure to respond to the DEPARTMENT's request for a CAP or failure to correct a deficiency in the performance of the LOCAL SPONSOR as specified by the DEPARTMENT may result in termination of this Agreement.

The remedies set forth above are not exclusive and the DEPARTMENT reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement.

23. Any notices between the parties shall be considered delivered by email, overnight courier or delivered in person to the contact person at the addresses below.

LOCAL SPONSOR
Kathleen Rooker
Captiva Erosion Prevention District
11513 Andy Rosse Lane
Captiva, FL 33924-0365
(239) 472-2472
mycepd8@gmail.com

DEPARTMENT

Dena VanLandingham, Grant Program Administrator
Department of Environmental Protection
Beach Management Funding Assistance Program
2600 Blair Stone Road, MS 3554
Tallahassee, Florida 32399
(850) 245-7692
Dena.Vanlandingham@dep.state.fl.us

Any changes to the contact information shown above or in paragraph 24 must be reduced to writing in the form of an email notification.

24. The LOCAL SPONSOR's Project Manager for all matters is Kathleen Rooker, Phone: (239) 472-2472. The DEPARTMENT's Project Manager for all technical matters is Vincent George, Phone: (850) 245-7557 and the DEPARTMENT's Grant Program Administrator for all administrative matters is Dena VanLandingham, Phone: (850) 245-7692.
25. This Agreement may be unilaterally canceled by the DEPARTMENT for refusal by the LOCAL SPONSOR to allow public access to all documents, papers, letters, or other material made or received by the LOCAL SPONSOR in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
26. The LOCAL SPONSOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The DEPARTMENT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the LOCAL SPONSOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
27.
 - A. In addition to the requirements of the preceding paragraph, the LOCAL SPONSOR shall comply with the applicable provisions contained in **Attachment H (Special Audit Requirements)**, attached hereto and made a part hereof. Exhibit 1 to Attachment H summarizes the funding sources supporting the Agreement for purposes of assisting the LOCAL SPONSOR in complying with the requirements of Attachment H. A revised copy of Exhibit 1 must be provided to the LOCAL SPONSOR for each amendment that authorizes a funding increase or decrease. If the LOCAL SPONSOR fails to receive a revised copy of Exhibit 1, the LOCAL SPONSOR shall notify the DEPARTMENT's Grant Program Administrator at 850/245-7692, to request a copy of the updated information.
 - B. The LOCAL SPONSOR is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The LOCAL SPONSOR shall consider the type of financial assistance (federal and/or state) identified in **Attachment H, Exhibit 1** when making its determination. For federal financial assistance, the LOCAL SPONSOR shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a sub recipient or vendor. For state financial assistance, the LOCAL SPONSOR shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The LOCAL SPONSOR should confer with its chief financial officer, or audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.

28. In accordance with Section 216.347, Florida Statutes, the LOCAL SPONSOR is hereby prohibited from using funds provided by this Agreement for the purposes of lobbying the Legislature, the judicial branch or a state agency.
29. The LOCAL SPONSOR covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
30. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
31. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party. Nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
32. To the extent required by law, the LOCAL SPONSOR will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. In the case any work is subcontracted, the LOCAL SPONSOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the LOCAL SPONSOR. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the LOCAL SPONSOR shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEPARTMENT, for the protection of its employees not otherwise protected.
33. The LOCAL SPONSOR warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the LOCAL SPONSOR's officers, employees, servants and agents while acting within the scope of their employment with the LOCAL SPONSOR.
34. The LOCAL SPONSOR recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.
35. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
36. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

- B. An entity or affiliate who has been placed on the discriminatory vendor list maintained by the Florida Department of Management Services may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
37. A. The accounting systems for all LOCAL SPONSORS must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. LOCAL SPONSORS are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a LOCAL SPONSOR's, or subrecipient's, accounting system cannot comply with this requirement, the LOCAL SPONSOR, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- B. If the DEPARTMENT finds that these funds have been commingled, the DEPARTMENT shall have the right to demand a refund, either in whole or in part, of the funds provided to the LOCAL SPONSOR under this Agreement for non-compliance with the material terms of this Agreement. The LOCAL SPONSOR, upon such written notification from the DEPARTMENT shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the DEPARTMENT by the LOCAL SPONSOR to the date repayment is made by the LOCAL SPONSOR to the DEPARTMENT.
- C. In the event that the LOCAL SPONSOR recovers costs, incurred under this Agreement and reimbursed by the DEPARTMENT, from another source(s), the LOCAL SPONSOR shall reimburse the DEPARTMENT for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the LOCAL SPONSOR to the date repayment is made to the DEPARTMENT by the LOCAL SPONSOR.
38. A. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT's Project Manager. Regardless of any subcontract, the LOCAL SPONSOR is ultimately responsible for all work to be performed under this Agreement. The LOCAL SPONSOR shall submit a copy of the executed subcontract to the DEPARTMENT within ten (10) days after execution. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The LOCAL SPONSOR will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, Florida Statutes.
1. The LOCAL SPONSOR may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices

submitted to the DEPARTMENT for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

2. The LOCAL SPONSOR may request approval from the DEPARTMENT to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the LOCAL SPONSOR shall request the advance written approval from the DEPARTMENT's Project Manager of the fixed price negotiated by the LOCAL SPONSOR. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the DEPARTMENT Project Manager's approval of the fixed price amount, the LOCAL SPONSOR may proceed in finalizing the fixed price subcontract.
 3. All subcontracts are subject to the provisions of paragraph 14 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- B. The DEPARTMENT supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
39. When applicable, the LOCAL SPONSOR shall also notify the DEPARTMENT's Project Manager of the selection of an intended subcontractor for a construction task and provide a tabulation list from which the intended subcontractor was selected. The LOCAL SPONSOR shall also provide the bid form for the successful bidder. The LOCAL SPONSOR shall select eligible consultants licensed to offer services in the State of Florida for studies, design and permitting and monitoring tasks in accordance with Chapter 287, F. S. Upon the DEPARTMENT's request, the LOCAL SPONSOR shall furnish copies of the respective solicitation documents. Solicitation documents include, but are not limited to, the solicitation and responses thereto, the bid tabulations, and the resulting contract(s), including a detailed Scope of Work.
 40. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
 41. The DEPARTMENT may at any time, by written order designated to be a change order, make any minor modifications, as described below. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the LOCAL SPONSOR's cost or time, shall require formal amendment to this Agreement. Minor modifications which will be handled with a change order include notification of a modification of deliverable due dates when such change does not involve an extension of contract, and modifying the Project Work Plan when such modifications would not involve a decrease/increase in cost or an extension of the performance period of this Agreement.
 42. The LOCAL SPONSOR shall comply with all applicable federal, state and local rules and regulations in providing services to the DEPARTMENT under this Agreement. The LOCAL SPONSOR acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The LOCAL SPONSOR further agrees to include this provision in all subcontracts issued as a result of this Agreement.

43. The LOCAL SPONSOR shall obtain from each owner of upland property, which is adjacent to the erosion control project, a sufficient property interest in order to construct, maintain, monitor, and repair the erosion control project prior to entering each individual property to conduct such activities.
44. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the LOCAL SPONSOR shall promptly notify the DEPARTMENT orally. Within seven (7) days, the LOCAL SPONSOR shall notify the DEPARTMENT in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the LOCAL SPONSOR's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the DEPARTMENT may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the DEPARTMENT accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the LOCAL SPONSOR, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the LOCAL SPONSOR and/or the DEPARTMENT. The LOCAL SPONSOR is responsible for the performance of all services issued under this Agreement. Failure to perform by the LOCAL SPONSOR's consultant(s) or subcontractor(s) shall not constitute a force majeure event.
45. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned have signed and executed this Agreement on the respective dates under their signatures:

CAPTIVA EROSION PREVENTION DISTRICT

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title: Chair

By: _____
Department of Environmental Protection
Secretary or designee

Date: _____

Date: _____

FEID No. 59-2349452

Department of Environmental Protection
Grant Program Administrator

APPROVED as to form and legality:

Local Sponsor's Attorney
(if necessary)

Department of Environmental Protection
Attorney

*If someone other than the Chair signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County/City must accompany the agreement.

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-2	Revised Grant Work Plan (3 pages)
Attachment	B-1	Funding Eligibility (1 page)
Attachment	C	Advanced Payment Justification Form (3 pages)
Attachment	D	Advanced Payment – Interest Earned Memorandum Sample (1 page)
Attachment	E	Contract Payment Requirements (1 page)
Attachment	D-2	Request For Payment, Parts I - IV (4 pages)
Attachment	G	Project Completion Certification (1 page)
Attachment	H	Special Audit Requirements (5 pages)



November 19, 2014

Jesse F. Munoz, CEM
Director, Recovery Division
FEMA Region IV

**Re: FEMA-4068-DR-FL
Captiva Erosion Prevention District, PA ID 071-0C89E-00
Pending Project Worksheet Approval – Response to Request for Information
Project Worksheet 1095**

Dear Mr. Munoz:

This is in response to the Federal Emergency Management Agency (FEMA) letter dated October 20, 2014 to Mr. Bryan Koon, Director of the Florida Division of Emergency Management (FDEM), regarding the eligibility determination on the subject Project Worksheet (PW). We understand that FEMA Region IV has conducted a review of PW 1095 that resulted in a significant reduction in the calculation of sand loss quantities. FEMA and FDEM have discussed this issue with the Captiva Erosion Prevention District (CEPD) on several occasions during which the CEPD and their coastal consultant, Coastal Planning & Engineering, Inc. (CPE), explained the basis for the original sand loss numbers. In preparing your final eligibility determination on this PW, please consider the information presented herein as our response to the calculation discrepancies stated in the letter.

Project Description

Captiva and Sanibel Islands have a long and highly successful beach nourishment program that is administered by the CEPD. Both islands were nourished in 2005-2006 with material dredged from offshore sand sources. The sand was placed along the entire length of shoreline between Redfish Pass and Blind Pass on Captiva Island and along 1.5 miles of shoreline on Northern Sanibel Island from Blind Pass through Bowman's Beach. The Captiva Island section is a federally authorized project that was constructed under a cost-sharing agreement with the U.S. Army Corps of Engineers (USACE), whereas Sanibel Island was constructed at 100% non-federal cost. The Sanibel Island section is an engineered beach that meets all the requirements for FEMA reimbursement for repair of storm damages, which is the subject of this letter.

Tropical Storm Debby

Tropical Storm Debby impacted the gulf coast of Florida in June 2012. While the storm did not make a direct landfall within the project area, the path was such that impacts were documented throughout the region. Elevated sea state, storm waves and high winds were experienced well away from the storm's center of circulation, causing beach erosion along Captiva and Sanibel

Islands. Surveys conducted as part of required project related monitoring in February 2011 (pre-storm conditions) and August 2012 (post-storm conditions) were used to quantify the volumetric losses as documented in the Captiva and Sanibel Islands Beach Renourishment Project 7 Year Post-Construction Engineering Monitoring Report (“Monitoring Report”) prepared by CPE in October 2012.

The Monitoring Report was developed to satisfy requirements for annual monitoring of the performance of the engineered beach and quantify the material required to restore the beach to its pre-storm condition. While it included multiple analyses to assess the losses attributed to the storm, we agree with FEMA that the method using the entire beach profile meets the requirements of FEMA for determining eligible sand replacement quantities. Following this report, FEMA prepared two project worksheets for the project area to consider the impacts separately for Captiva Island and Sanibel Island.

Project Worksheet 1094

Project Worksheet 1094 was developed to request funding for repair of Tropical Storm Debby impacts to Captiva Island. The subject of that PW was the impact to dunes constructed on Captiva Island as a locally funded addition to the federally authorized project. FEMA ultimately denied this claim and reduced the PW to \$0, based on the conclusion that it was not possible to separate out the losses to the locally funded dunes from the overall project and that the project area is the responsibility of another federal agency, the USACE. The CEPD accepted this determination for Captiva Island and is not contesting PW 1094.

Project Worksheet 1095

The subject of this response is Project Worksheet 1095, which was developed to request funding for repair of Tropical Storm Debby impacts to Sanibel Island based on losses documented in the Monitoring Report prepared by CPE in October 2012. As an engineered and nourished beach, the Sanibel shoreline is eligible under Category G for PA funding to restore it to its pre-disaster condition. The resulting PW stated that the applicant will repair Tropical Storm Debby-related damages by replacing 87,211 CY of eroded sand.

On November 7, 2013, FEMA posted a review comment to the PW stating that the eligible loss had been reduced from 87,211 CY to 962 CY. The basis for the reduction indicated that the original erosion quantity includes volumes from outside of the engineered beach limits, and from an area that eroded due to a dredging operation. The CEPD maintains that this is not the case and that original stated quantities are indeed correct.

Response to Calculations in October 20, 2014 FEMA RFI

On October 20, 2014, FEMA issued a Request for Information (RFI) letter with a description of the 962 CY volume loss calculations and the eligibility determination in consideration of the information that has been provided by the applicant thus far. We have reviewed the letter and offer the following in response to the FEMA RFI as additional information to demonstrate why the eligible volume should be 87,211 CY as determined in the original PW:

1. Basis for Determination

Following the protocol required by FEMA DAP 9580.8 *Eligible Sand Replacement on Public Beaches*, we account for the sand relocation within the profile using the net sand loss on the beach from February 2011 to August 2012. This quantity was documented in the Monitoring Report as 104,828 CY by considering the entire beach profile. Further, we agree that natural background erosion should be accounted for by subtracting 17,617 CY, which is based on the annual erosion rate prorated for the 18 months between surveys. Based upon this information, the CEPD calculates the eligible sand loss as 87,211 CY ($104,828 - 17,617 = 87,211$ CY).

We recognize that the unique features and other events associated with this project need to be better explained to provide assurance that the determination of eligibility is fully supported. The two issues that need to be clarified include the dredging of the Blind Pass ebb shoal with subsequent placement of the dredged sand on Bowman's Beach and the function of Clam Bayou in the engineered beach design for Sanibel Island.

2. Blind Pass Dredging

Within the time of the two surveys used to document impacts from Tropical Storm Debby, there was a dredging event that moved sand within the project area from Blind Pass to Bowman's Beach. Approximately 61,627 CY of material was removed from profiles R-110 and R-110.5 and placed on the beach between profiles R-116 and R-118. The engineered public beach extends between R-110 and R-118, and includes both locations. FEMA is correct for seeking to account for this event; however, the method must balance the dredging and placement since both occurred along profiles within the engineered beach project area.

The FEMA RFI letter indicates that the volume of the Blind Pass dredging event should be removed from the eligible losses, but does not acknowledge that the material placement must then be credited back to the overall calculation. In previous correspondence with FEMA, the CEPD and CPE attempted to address this situation by removing these profiles from the calculation, which FEMA rejected because the method ignored sections of the engineered beach project area.

In order to simplify the calculation and remain consistent with FEMA direction to account for all profiles within the project area, we offer that there is no correction required to rectify the overall volume change since the material was both dredged and placed within the project limits. The volume change due to both actions is directly accounted for in the net change between the surveys, which bracketed both the storm and dredging events. The material relocation does not result in any net change and should be omitted from the discussion and resulting eligibility determination.

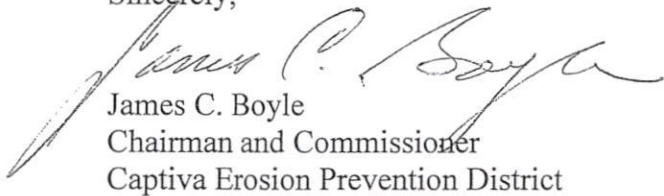
3. Clam Bayou

The section of beach in the vicinity of R-115 referred to as Clam Bayou is part of the engineered beach and should be included in the eligible volume calculations. FEMA has indicated that this area is outside the limits of the engineered beach because it represents an area where fill was not directly placed during project construction.

The design for Sanibel Island is based on the total annual erosion throughout the entire project area, including Clam Bayou. The fill template at Clam Bayou appears as a no placement area on the construction plans as a result of permit conditions required by the Florida Department of Environmental Protection (FDEP) related to a relic inlet location. In addition, there was a Bald Eagle nest in the vicinity that precluded the direct placement of fill and disallowed use of any machinery in a large buffer zone to avoid disturbance of the nest. Therefore, the project was designed with material placed at the adjacent profiles on both sides of Clam Bayou to migrate and protect the area by fill diffusion, performing as a feeder beach. This feature is directly related to the engineering function of the overall beach project and is an integral part of the design. This engineering approach satisfies the volumetric requirements of the project and addresses the permit conditions imposed by the FDEP. Therefore, the loss of 24,641 CY at R-115 is within the limits of the engineered beach and should not be removed from the volume eligibility calculations.

Based on the additional information provided in this response, we request that FEMA honor the original eligible sand loss quantity of 87,211 CY as shown on PW 1095, which is further supported by the explanation above. The Captiva Erosion Prevention District greatly appreciates your attention and consideration in this matter and we look forward to continued discussions toward finalizing the eligibility determination.

Sincerely,



James C. Boyle
Chairman and Commissioner
Captiva Erosion Prevention District

Cc: Bryan Koon

Beach Tilling
Advantage Construction Company
January 5 – 9, 2015

Captiva Erosion Prevention District 2015 Approved Meeting Dates

January

Su	Mo	Tu	We	Th	Fr	Sa
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Tent. Budget Hearing

Regular Meeting and
Final Budget Hearing

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Legend

- Proposed Meeting Dates
- Proposed Briefing Dates
- National Holiday
- FSBPA Meeting Dates