



## Captiva Erosion Prevention District

March 9<sup>th</sup>, 2020 Board Meeting

Date: Monday, March 9<sup>th</sup>, 2020

Time: 1:00 p.m.

Location: South Seas Island Resort, Alpha Cone Room  
Captiva, Florida



## Captiva Erosion Prevention District

March 9<sup>th</sup>, 2020 Board Meeting

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## Captiva Erosion Prevention District

### Board Meeting Agenda

Date: Monday, March 9<sup>th</sup>, 2020

Time: 1:00 p.m.

Location: South Seas Island Resort, Alpha Cone Room  
Captiva, Florida

- I. **Call To Order**
- II. **Roll Call**
- III. **Approval Of Minutes From February 10<sup>th</sup>, 2020 Board Meeting Minutes**
- IV. **February 2020 Financial Reports**  
Jason Smith, WWRE, CEPD CPA
- V. **CEPD Administrator Report**
- VI. **Public Comment**
- VII. **Discussion Items**
  - a) **APTIM Contract**  
Phase I of the Design and Pre-Construction Services for the Renourishment Project: Motion Requested For Approval

- b) **Apportionment Discussion:**  
Another look at tentative apportionment iteration involving Ad-Valorem.
  
- c) **TDC Report:**  
Update on the current two funding grants, the February 27<sup>th</sup> submittal for FY20/21, and the \$66,420.40 carry over from FY18/19.
  
- e) **Public Access Inventory (Verification Of LGFR):**

**VIII. Commissioners Comments**

**IX. Adjournment**

**X. Next Board Meeting Date**

Monday, April 13<sup>th</sup>, 2020 1:00 p.m.



**Captiva Erosion Prevention District  
Board Meeting Minutes  
February 10<sup>th</sup>, 2020**

**I. Call To Order**

Chairman Mike Mullins called to order the regular meeting of the Captiva Erosion Prevention District (CEPD) at 1:00 p.m. on February 10<sup>th</sup>, 2020 at South Seas Island Resort, Alpha Cone Room in Captiva, Florida.

**II. Roll Call**

Chairman Mike Mullins conducted a roll call.

The following persons were present:

Commissioners: Chairman Mike Mullins, Secretary Harry Kaiser, Treasurer Richard Pyle and Commissioner Michael Lanigan.

CEPD Staff: Administrator Joe Wagenti, Assistant Administrator Kimmy Foulds and Assistant John Riegert.

The following person was unexcused:  
Vice Chairman Bob Walter.

The following person was present as representation of the Sanibel/Captiva Road Protection project:  
Joel Caouette from the City of Sanibel.

The following person was present to report on the 2020 Legislative Session: Max Forgey from Forgey Planning Services.

The following person was present to represent CEPD: Jason Smith, from WWRE firm, as the new CEPD CPA.

### **III. Approval Of Minutes From January 13<sup>th</sup>, 2020 Board Meeting Minutes**

Secretary Harry Kaiser motioned to accept the minutes as presented and written but to change the date of the Board Meeting on the minutes to be January 13<sup>th</sup>, 2020 from January 24<sup>th</sup>, 2020. Chairman Mike Mullins seconded the motion. Commissioner Michael Lanigan voted against the motion due to his absence at the January 2020 Board Meeting. Motion to accept the revisions from the January Board meeting minutes passed unanimously.

### **IV. Discussion Items**

#### **a) January 2020 Financial Reports:**

CEPD Administrator Joe Wagenti pointed out the reflections of the balances in the reports of transferring 3 million dollars from Bank of the Island accounts to the Fifth Third Bank. Treasurer Richard Pyle questioned the fourth month of the fiscal year regarding beach monitoring and special projects; and mentioned the reports were hard to read with the punch holes.

Discussions were made regarding decisions to expand the monies and to make the columns more readable to follow in the reports. CEPD Administrator Joe Wagenti announced Jason Smith, from WWRE firm, as the new CEPD CPA who was initiating revisions on the monthly financial reports to be better read in a clearer perspective.

Chairman Mike Mullins stated that the CEPD staff is no longer Contracted and officially received their first paycheck from ADP. Treasurer Richard Pyle added that he approves the payroll verbally and can see the payroll online.

#### **b) Aptim Renourishment Schedule:**

Chairman Mike Mullins led the general discussion pertaining to the reduced scope for the Renourishment schedule by working with Sanibel and having conversations with the mayor and attorney from Sanibel.

Chairman Mike Mullins stated that CEPD Administrator Joe Wagenti and himself met with lobbyists, FLDEP, Army Corps of Engineers and other entities in terms of useful information for regional areas of Sanibel and Captiva.

Chairman Mike Mullins continued that there is not enough time with new procedures and CEPD has concerns with accessibility and easements. Mr. Mullins spoke of the new idea to obtain space on Sanibel to start shuttle buses from J.N. Ding Darling to and from Captiva to take cars off the road.

Commissioner Michael Lanigan asked about feedback from engineers and the possibility of losing sand. Chairman Mike Mullins answered that CEPD would work from the front end to the back end. And, that CEPD would probably push back with a different rationale, with the same numbers. Discussions took place regarding time frames, beach protection, signage, easements and parking.

c) **Apportionment:**

Chairman Mike Mullins declared the project is for the entire island. CEPD Administrator Joe Wagenti added that property owners will receive notification with estimated low to high range for tentative apportionment.

Discussions continued regarding parking, easements, history of beach access, streets, water usage, signage and the important issue of bed tax.

d) **Public Access Signage:**

CEPD Administrator Joe Wagenti announced within two (2) weeks, Aptim proposal is expected for signage assessment.

e) **Red Fish Pass:**

CEPD Administrator Joe Wagenti reported in the next two (2) months, alternatives to nourishment projects are being viewed. Chairman Mike Mullins informed everyone that he and CEPD Administrator Joe Wagenti recently attended the National Conference on Beach Preservation Technology in Sarasota.

Mr. Mullins encouraged the Commissioners to look on the conference website for other methods being used. He included that CEPD has agreed to be a sponsor for the Shorelock project.

f) **LiDar Proposals:**

Chairman Mike Mullins explained that LiDar is a type of radar that can fly over and take measurements from down below with light detection and ranging. He further stated that government agencies fly over for data manually to treat physical and special amendments to data.

CEPD Administrator Joe Wagenti conveyed that CEPD has received three LiDar proposals ranging from \$3,000 to \$37,000. Chairman Mike Mullins said CEPD is not ready to make a decision. Discussions followed pertaining to sea charts, planning strategies, parking areas, views of the island and straight vs snake paths through beach passes.

g) **Partners In Progress Update:**

CEPD Administrator Joe Wagenti updated the Board that he and Bob Gray are working on the functions of projects, such as compiling a storm emergency response plan into a SOP, daily office administrative CEPD Component and SOP reviews with updates.

Discussions transpired about beach monitoring; relating to tasks involved with beach monitoring, resources, dunes, vegetation, erosion, surge protector for various methods of a living shoreline and the SOP for beach monitoring.

Secretary Harry Kaiser asked when the television documentary was going to be finished about the CEPD and the District's history. CEPD Administrator Joe Wagenti confirmed the documentary will be done on March 3<sup>rd</sup>, 2020 and the duration of the film is about twenty (20) minutes long.

h) **Bathroom Trailer Project:**

CEPD Administrator Joe Wagenti commented that the mobile bath trailer for the Alison Hagerup beach permit will be finalized within 30-60 days. And, the permit will be for water and power placing the mobile trailer with handicap parking and pavers. He advised that the mobile trailer will have locks, cleaned on a daily basis and pumped twice a week.



- i) **Fifth Third Bank:**  
CEPD Administrator Joe Wagenti spoke about the T-Bill rates.
- j) **Beach Parking Lot Meters:**  
CEPD Administrator Joe Wagenti pointed out that there will be new signs at the parking lot meters to indicate, not to sale tickets and no refunds will be allowed.

Mr. Wagenti stated that the new signs will reflect the new parking Rates; \$10 for 2 hours, \$15 for 3 hours and \$30 for all day. Discussions pursued about signage and possible cameras.

**V. Public Comments**

- a) Joel Couette, from the City of Sanibel, reported on the Sanibel/Captiva Road Protection project.
- b) Max Forgey, from Forgey Planning Services, reported on the 2020 Legislative session from February, 2020.

**VI. New Business**

Commissioner Michael Lanigan asked about Board attendance and the rights of Commissioners. Chairman Mike Mullins responded that the Board should show up for meetings. CEPD Administrator Joe Wagenti commented that CEPD does have a SOP for attendance.

**VII. Adjournment**

Chairman Mike Mullins adjourned the board meeting at 3:40 p.m.

9:15 AM  
 3/9/2020  
 Prepared by: JS

**Captiva Erosion Prevention District**  
 General Fund - Budget Performance Summary  
 For the One and Five Months Ended February 29, 2020

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - Feb '20	Budget - Feb '20	Actual - Feb '19	Budget - Feb '19	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense									
Income									
Ad Valorem Tax	\$ 40,605.05	\$ 53,183.33	\$ 21,042.26	\$ 18,253.33	\$ 583,302.37	\$ 265,916.67	\$ 317,385.70	\$ 638,200.00	\$ 54,897.63
Interest Income	42.85	20.83	23.89	22.00	104.26	104.17	0.09	250.00	145.74
Other Income	0.00	416.67	300.00	600.00	1,000.00	2,083.33	(1,083.33)	5,000.00	4,000.00
Total Income	40,647.90	53,620.83	21,366.15	18,875.33	584,406.63	268,104.17	316,302.46	643,450.00	59,043.37
Expense									
Administrative Expenses	6,065.01	26,525.00	19,273.90	21,740.00	38,129.25	132,625.00	(94,495.75)	318,300.00	285,154.75
Capital Outlay	0.00	1,250.00	1,320.00	0.00	0.00	6,250.00	(6,250.00)	15,000.00	15,000.00
Reserves	0.00	7,220.83	7,473.84	7,473.83	28,883.32	36,104.17	(7,220.85)	86,650.00	57,766.68
Cost of Collecting Ad Valorem	0.00	1,166.67	422.77	279.00	10,785.46	5,833.33	4,952.13	14,000.00	4,000.00
Legal and Professional Fees	14,173.48	17,458.33	11,550.50	12,583.33	77,393.15	87,291.67	(9,898.52)	209,500.00	132,106.85
Total Expense	20,238.49	53,620.83	40,041.01	42,076.16	155,191.18	268,104.17	(112,912.99)	643,450.00	494,028.28
Transfer to Capital Fund	564,290.44	0.00	0.00	0.00	564,290.44	0.00	564,290.44	0.00	0.00
Net Income	<u>\$ (543,881.03)</u>	<u>\$ -</u>	<u>\$ (18,674.86)</u>	<u>\$ (23,200.83)</u>	<u>\$ (135,074.99)</u>	<u>\$ -</u>	<u>\$ (135,074.99)</u>	<u>\$ -</u>	<u>\$ (135,074.99)</u>

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

**Captiva Erosion Prevention District**  
General Fund - Budget Performance Detail  
For the One and Five Months Ended February 29, 2020

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - Feb '20	Budget - Feb '20	Actual - Feb '19	Budget - Feb '19	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
<b>Ordinary Income/Expense</b>									
<b>Income</b>									
Ad Valorem Tax									
Grant Local	\$ -	\$ 3,183.33	\$ -	3,183.33	\$ -	\$ 15,916.67	(15,916.67)	\$ 38,200.00	38,200.00
Ad Valorem Taxes	40,605.05	50,000.00	21,042.26	15,070.00	583,302.37	250,000.00	333,302.37	600,000.00	16,697.63
<b>Total Ad Valorem Tax</b>	<b>40,605.05</b>	<b>53,183.33</b>	<b>21,042.26</b>	<b>18,253.33</b>	<b>583,302.37</b>	<b>265,916.67</b>	<b>317,385.70</b>	<b>638,200.00</b>	<b>54,897.63</b>
Interest Income	42.85	20.83	23.89	22.00	104.26	104.17	0.09	250.00	145.74
Other Income	0.00	416.67	300.00	600.00	1,000.00	2,083.33	(1,083.33)	5,000.00	4,000.00
<b>Total Income</b>	<b>40,647.90</b>	<b>53,620.83</b>	<b>21,366.15</b>	<b>18,875.33</b>	<b>584,406.63</b>	<b>268,104.17</b>	<b>316,302.46</b>	<b>643,450.00</b>	<b>59,043.37</b>
<b>Expense</b>									
Administrative Expenses									
Advertising	205.00	333.33	0.00	450.00	2,740.14	1,666.67	1,073.47	4,000.00	1,259.86
Bank Service Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bay Side Initiatives	0.00	8,333.33	0.00	0.00	0.00	41,666.67	(41,666.67)	100,000.00	100,000.00
Beach Maintenance Monitor	0.00	3,183.33	0.00	3,100.00	0.00	15,916.67	(15,916.67)	38,200.00	38,200.00
Board Approved Special Projects	0.00	2,500.00	550.00	3,000.00	0.00	12,500.00	(12,500.00)	30,000.00	30,000.00
Board Meeting Expenses	0.00	83.33	0.00	200.00	52.72	416.67	(363.95)	1,000.00	947.28
Copier Lease Expense	121.21	250.00	207.84	600.00	660.30	1,250.00	(589.70)	3,000.00	2,339.70
Dues and Subscriptions	0.00	225.00	0.00	0.00	7,684.00	1,125.00	6,559.00	2,700.00	0.00
General Insurance	0.00	1,208.33	14,057.00	300.00	7,570.00	6,041.67	1,528.33	14,500.00	6,930.00
History of CEPD	0.00	3,333.33	0.00	10,000.00	0.00	16,666.67	(16,666.67)	40,000.00	40,000.00
Newsletter Expense	0.00	250.00	0.00	0.00	0.00	1,250.00	(1,250.00)	3,000.00	3,000.00
Office Expense	2,261.34	750.00	584.59	400.00	3,965.83	3,750.00	215.83	9,000.00	5,034.17
Postage	0.00	125.00	0.00	250.00	74.30	625.00	(550.70)	1,500.00	1,425.70
Referendum	0.00	541.67	710.00	0.00	0.00	2,708.33	(2,708.33)	6,500.00	6,500.00
Rent Expense	1,602.08	1,500.00	1,431.05	1,500.00	7,397.82	7,500.00	(102.18)	18,000.00	10,602.18
Repairs	153.85	291.67	0.00	0.00	533.85	1,458.33	(924.48)	3,500.00	2,966.15
Telephone	259.88	408.33	365.25	300.00	1,561.36	2,041.67	(480.31)	4,900.00	3,338.64
Travel and Per Diem	679.45	1,250.00	934.04	1,000.00	2,592.49	6,250.00	(3,657.51)	15,000.00	12,407.51
Utilities	109.84	208.33	35.71	140.00	594.47	1,041.67	(447.20)	2,500.00	1,905.53
Warranties	0.00	500.00	0.00	0.00	0.00	2,500.00	(2,500.00)	6,000.00	6,000.00
Website & Computer Maintenance	672.36	1,250.00	398.42	500.00	2,701.97	6,250.00	(3,548.03)	15,000.00	12,298.03
<b>Total Administrative expenses</b>	<b>6,065.01</b>	<b>26,525.00</b>	<b>19,273.90</b>	<b>21,740.00</b>	<b>38,129.25</b>	<b>132,625.00</b>	<b>(94,495.75)</b>	<b>318,300.00</b>	<b>285,154.75</b>
Capital outlay									
Equipment Purchases	0.00	1,250.00	1,320.00	0.00	0.00	6,250.00	(6,250.00)	15,000.00	15,000.00
<b>Total Capital Outlay</b>	<b>0.00</b>	<b>1,250.00</b>	<b>1,320.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,250.00</b>	<b>(6,250.00)</b>	<b>15,000.00</b>	<b>15,000.00</b>
Consulting and Professional Fees									
Consulting	11,347.83	11,666.67	9,575.00	9,583.33	55,627.80	58,333.33	(2,705.53)	140,000.00	84,372.20
Professional Fees	2,825.65	5,791.67	1,975.50	3,000.00	21,765.35	28,958.33	(7,192.98)	69,500.00	47,734.65
<b>Total Legal and Professional Fees</b>	<b>14,173.48</b>	<b>17,458.33</b>	<b>11,550.50</b>	<b>12,583.33</b>	<b>77,393.15</b>	<b>87,291.67</b>	<b>(9,898.52)</b>	<b>209,500.00</b>	<b>132,106.85</b>
Cost of Collecting Ad Valorem									
Property Tax Appraiser Fees	0.00	333.33	0.00	0.00	0.00	1,666.67	(1,666.67)	4,000.00	4,000.00
Tax Collector Commissions	0.00	833.33	422.77	279.00	10,785.46	4,166.67	6,618.79	10,000.00	0.00
<b>Total Cost of Collecting Ad Valorem</b>	<b>0.00</b>	<b>1,166.67</b>	<b>422.77</b>	<b>279.00</b>	<b>10,785.46</b>	<b>5,833.33</b>	<b>4,952.13</b>	<b>14,000.00</b>	<b>4,000.00</b>
Reserves									
Operating Reserves	0.00	7,220.83	7,473.84	7,473.83	28,883.32	36,104.17	(7,220.85)	86,650.00	57,766.68
<b>Total Expense</b>	<b>20,238.49</b>	<b>53,620.83</b>	<b>40,041.01</b>	<b>42,076.16</b>	<b>155,191.18</b>	<b>268,104.17</b>	<b>(112,912.99)</b>	<b>643,450.00</b>	<b>488,258.82</b>
Transfer to Capital Fund	564,290.44	0.00	0.00	0.00	564,290.44	0.00	564,290.44	0.00	0.00
<b>Net Income</b>	<b>\$ (543,881.03)</b>	<b>\$ (0.00)</b>	<b>\$ (18,674.86)</b>	<b>\$ (23,200.83)</b>	<b>\$ (135,074.99)</b>	<b>\$ 0.00</b>	<b>\$ (135,074.99)</b>	<b>\$ -</b>	<b>\$ (135,074.99)</b>

**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 Five Months Ended February 31, 2020

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - Feb '20	Budget - Feb '20	Budget - Feb '19	Budget - Feb '19	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
<b>Ordinary Income/Expense</b>									
<b>Income</b>									
Grant Income	\$ -	\$ 54,274.67	\$ -	\$ -	\$ 64,679.75	\$ 271,373.33	\$ (206,693.58)	\$ 651,296.00	\$ 586,616.25
Interest Income	67.53	291.67	61.07	53.00	16,530.01	1,458.33	15,071.68	3,500.00	0.00
Other Miscellaneous Income	0.00	0.00	9,625.00	0.00	4,346.57	0.00	4,346.57	0.00	0.00
Parking Lot Revenue	40,177.85	28,333.33	26,533.44	32,776.00	156,275.81	141,666.67	14,609.14	340,000.00	183,724.19
Transfer from General Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserves - General	0.00	7,220.83	7,473.75	7,473.75	28,883.32	36,104.17	(7,220.85)	86,650.00	57,766.68
Special Assessments	0.00	23,333.33	28,846.32	26,641.00	279,975.10	116,666.67	163,308.43	280,000.00	7,078.49
<b>Total Income</b>	<b>40,245.38</b>	<b>113,453.83</b>	<b>72,539.58</b>	<b>66,943.75</b>	<b>550,690.56</b>	<b>567,269.17</b>	<b>(16,578.61)</b>	<b>1,361,446.00</b>	<b>835,185.61</b>
<b>Expense</b>									
Advertising	0.00	166.67	0.00	500.00	0.00	833.33	(833.33)	2,000.00	2,000.00
Annual Memberships & Fees	0.00	166.67	0.00	0.00	500.00	833.33	(333.33)	2,000.00	1,500.00
Bank Service Charges	0.00	0.00	0.00	0.00	34.00	0.00	34.00	0.00	0.00
Capital Expense	0.00	16,452.33	0.00	0.00	0.00	82,261.67	(82,261.67)	197,428.00	197,428.00
Cost of Assessment Collections	0.00	83.33	0.00	0.00	520.65	416.67	103.98	1,000.00	479.35
Engineering (CP)	0.00	1,666.67	0.00	0.00	0.00	8,333.33	(8,333.33)	20,000.00	20,000.00
Grant Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance	0.00	666.67	0.00	15,000.00	0.00	3,333.33	(3,333.33)	8,000.00	8,000.00
Permit Modifications	0.00	4,166.67	0.00	0.00	0.00	20,833.33	(20,833.33)	50,000.00	50,000.00
Post Hurricane Irma Study	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot Expenses	6,692.99	8,483.33	5,533.49	20,042.00	31,411.32	42,416.67	(11,005.35)	101,800.00	72,463.68
Project Management Support	10,722.63	25,500.00	10,866.50	21,083.00	72,001.22	127,500.00	(55,498.78)	306,000.00	233,998.78
Renourishment 2013/14	0.00	17,455.33	4,000.00	0.00	54,756.58	87,276.67	(32,520.09)	209,464.00	201,443.56
Renourishment 2021/2022	0.00	9,833.33	0.00	0.00	8,435.00	49,166.67	(40,731.67)	118,000.00	519,452.12
Rent	532.20	625.00	536.77	524.00	2,349.44	3,125.00	(775.56)	7,500.00	5,150.56
Redfish Pass	13,997.29	29,166.67	2,896.30	0.00	27,994.58	145,833.33	27,994.58	350,000.00	336,002.71
Storage of Records	245.44	233.33	245.89	233.33	1,519.52	1,166.67	352.85	2,800.00	1,280.48
<b>Total Expense</b>	<b>32,190.55</b>	<b>114,666.00</b>	<b>24,078.95</b>	<b>57,382.33</b>	<b>199,522.31</b>	<b>573,330.00</b>	<b>(227,974.36)</b>	<b>1,375,992.00</b>	<b>1,649,199.24</b>
<b>Other Income/Expense</b>									
Transfer In from General Fund	564,290.44	0.00	0.00	0.00	564,290.44	0.00	564,290.44	0.00	0.00
Debt Service - Interest	0.00	2,166.67	0.00	0.00	7,172.60	10,833.33	(3,660.73)	26,000.00	18,827.40
Debt Service - Principal	0.00	58,333.33	0.00	0.00	0.00	291,666.67	(291,666.67)	700,000.00	700,000.00
<b>Net Income</b>	<b>\$ 572,345.27</b>	<b>\$ (61,712.17)</b>	<b>\$ 48,460.63</b>	<b>\$ 9,561.42</b>	<b>\$ 908,286.09</b>	<b>\$ (308,560.83)</b>	<b>\$ 599,725.26</b>	<b>\$ (740,546.00)</b>	<b>\$ 1,648,832.09</b>

\*\*\*\*NOTE Residual 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 Five Months Ended February 29, 2020

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - Feb '20	Budget - Feb '20	Actual - Feb '19	Budget - Feb '19	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
<b>Ordinary Income/Expense</b>									
<b>Income</b>									
Grant Income - Local	\$ -	\$ 50,294.83	\$ -	\$ -	\$ 64,679.75	\$ 251,474.17	\$ (186,794.42)	\$ 603,538.00	\$ 538,858.25
Grant Income - State	0.00	3,979.83	0.00	0.00	0.00	19,899.17	(19,899.17)	47,758.00	47,758.00
Grant Income - Federal (FEMA)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	67.53	291.67	61.07	53.00	16,530.01	1,458.33	15,071.68	3,500.00	0.00
Other Miscellaneous Revenues	0.00	0.00	9,625.00	0.00	4,346.57	0.00	4,346.57	0.00	0.00
Parking Lot Revenue	40,177.85	28,333.33	26,533.44	32,776.00	156,275.81	141,666.67	14,609.14	340,000.00	183,724.19
Refund Unused Project Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
General Reserves	0.00	7,220.83	7,473.75	7,473.75	28,883.32	36,104.17	(7,220.85)	86,650.00	57,766.68
<b>Special Assessments</b>									
Special Assessments Principal	0.00	20,833.33	27,391.91	25,675.00	257,055.59	104,166.67	152,888.92	250,000.00	0.00
Special Assessments - Interest	0.00	2,500.00	1,454.41	966.00	22,921.51	12,500.00	10,421.51	30,000.00	7,078.49
Total Special Assessments	0.00	23,333.33	28,846.32	26,641.00	279,975.10	116,666.67	163,308.43	280,000.00	7,078.49
<b>Total Income</b>	<b>40,245.38</b>	<b>113,453.83</b>	<b>72,539.58</b>	<b>66,943.75</b>	<b>550,690.56</b>	<b>567,269.17</b>	<b>(16,578.61)</b>	<b>1,361,446.00</b>	<b>835,185.61</b>
<b>Expense</b>									
Advertising	0.00	166.67	0.00	500.00	0.00	833.33	(833.33)	2,000.00	2,000.00
Annual Memberships & Fees	0.00	166.67	0.00	0.00	500.00	833.33	(333.33)	2,000.00	1,500.00
Bank Service Charges	0.00	0.00	0.00	0.00	34.00	0.00	34.00	0.00	0.00
Capital Expense	0.00	16,452.33	0.00	0.00	0.00	82,261.67	(82,261.67)	197,428.00	197,428.00
Cost of Assessment Collections	0.00	83.33	0.00	0.00	520.65	416.67	103.98	1,000.00	479.35
Engineering (CP)	0.00	1,666.67	0.00	0.00	0.00	8,333.33	(8,333.33)	20,000.00	20,000.00
Grant Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance	0.00	666.67	0.00	15,000.00	0.00	3,333.33	(3,333.33)	8,000.00	8,000.00
Permit Modification	0.00	4,166.67	0.00	0.00	0.00	20,833.33	(20,833.33)	50,000.00	50,000.00
Post Hurricane Irma Survey	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rent	532.20	625.00	536.77	524.00	2,349.44	3,125.00	(775.56)	7,500.00	5,150.56
Storage of records	245.44	233.33	245.89	233.33	1,519.52	1,166.67	352.85	2,800.00	1,280.48
Total General Expense	777.64	24,227.33	782.66	16,257.33	4,923.61	121,136.67	(116,213.06)	290,728.00	285,838.39
Redfish Pass									
Geo-Technical Investigation	13,997.29	29,166.67	0.00	0.00	13,997.29	145,833.33	(131,836.04)	350,000.00	336,002.71
Redfish Pass Study	0.00	0.00	2,896.30	0.00	13,997.29	0.00	13,997.29	0.00	0.00
Redfish IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Redfish Pass Expenses	13,997.29	29,166.67	2,896.30	0.00	27,994.58	145,833.33	(117,838.75)	350,000.00	336,002.71
Parking Lot Expenses									
Credit Card Fees	1,165.73	750.00	821.82	594.00	4,798.62	3,750.00	1,048.62	9,000.00	4,201.38
Machine Warranty	0.00	116.67	0.00	0.00	0.00	583.33	(583.33)	1,400.00	1,400.00
Parking Lot Equipment	0.00	1,833.33	0.00	13,000.00	0.00	9,166.67	(9,166.67)	22,000.00	22,000.00
Parking Lot Improvements	0.00	0.00	0.00	0.00	1,150.00	0.00	1,150.00	0.00	0.00
Parking Maintenance	2,194.11	3,333.33	2,029.14	3,500.00	11,926.78	16,666.67	(4,739.89)	40,000.00	28,073.22
Portable Toilets	985.00	333.33	985.00	575.00	4,925.00	1,666.67	3,258.33	4,000.00	0.00
Signage	0.00	125.00	0.00	750.00	0.00	625.00	(625.00)	1,500.00	1,500.00
Site Prep and Construction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Utilities	0.00	150.00	0.00	50.00	0.00	750.00	(750.00)	1,800.00	1,800.00
Sales Tax Expense	2,348.15	1,841.67	1,697.53	1,573.00	8,610.92	9,208.33	(597.41)	22,100.00	13,489.08
Total Parking Lot Expenses	6,692.99	8,483.33	5,533.49	20,042.00	31,411.32	42,416.67	(11,005.35)	101,800.00	72,463.68
Project Management Support									
Professional Fees	10,680.02	15,666.67	1,291.50	12,083.00	35,335.86	78,333.33	(42,997.47)	188,000.00	152,664.14
Project Consultant	42.61	9,833.33	9,575.00	9,000.00	36,665.36	49,166.67	(12,501.31)	118,000.00	81,334.64
Total Project Management Support	10,722.63	25,500.00	10,866.50	21,083.00	72,001.22	127,500.00	(55,498.78)	306,000.00	233,998.78
Renourishment 2013/14									
Mobilization, Dredging & Fill	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Monitoring - Sea Turtle	0.00	17,455.33	0.00	0.00	8,020.44	87,276.67	(79,256.23)	209,464.00	201,443.56
Post Construct Survey & Report	0.00	0.00	0.00	0.00	46,736.14	0.00	46,736.14	0.00	0.00
Beach Maintenance	0.00	0.00	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Renourishment 2013/14 Design Phase	0.00	17,455.33	4,000.00	0.00	54,756.58	87,276.67	(32,520.09)	209,464.00	201,443.56
Renourishment 2020/2021									
Mail Survey	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Engineering Report/Storm Damage Analysis	0.00	9,833.33	0.00	0.00	1,435.00	49,166.67	(47,731.67)	118,000.00	116,565.00
Project Benefit Analysis	0.00	0.00	0.00	0.00	7,000.00	0.00	7,000.00	0.00	0.00
Summer Recreational Survey	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Winter Recreational Survey	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Renourishment 2021/2022	0.00	9,833.33	0.00	0.00	8,435.00	49,166.67	(40,731.67)	118,000.00	519,452.12
<b>Total Expense</b>	<b>32,190.55</b>	<b>114,666.00</b>	<b>24,078.95</b>	<b>57,382.33</b>	<b>199,522.31</b>	<b>573,330.00</b>	<b>(373,807.69)</b>	<b>1,375,992.00</b>	<b>1,649,199.24</b>
<b>Other Income/Expense</b>									
Transfer In from General Fund	564,290.44	0.00	0.00	0.00	564,290.44	0.00	564,290.44	0.00	0.00
Debt Service - Interest	0.00	2,166.67	0.00	0.00	7,172.60	10,833.33	(3,660.73)	26,000.00	18,827.40
Debt Service - Principal	0.00	58,333.33	0.00	0.00	0.00	291,666.67	(291,666.67)	700,000.00	700,000.00
<b>Total Other Income/Expense</b>	<b>564,290.44</b>	<b>(60,500.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>557,117.84</b>	<b>302,500.00</b>	<b>268,963.04</b>	<b>726,000.00</b>	<b>718,827.40</b>
<b>Net Income</b>	<b>572,345.27</b>	<b>(61,712.17)</b>	<b>48,460.63</b>	<b>9,561.42</b>	<b>908,286.09</b>	<b>(308,560.83)</b>	<b>599,725.26</b>	<b>(740,546.00)</b>	<b>1,648,832.09</b>

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

CEPD - GENERAL FUND  
Balance Sheet

	<u>February 29, 2020</u>
ASSETS	
Current Assets	
Checking/Savings	
S.B.A. Account	\$ 117.96
Fifth Third Pooled Checking	4,500.00
BOTI Checking	470,548.28
Total Checking/Savings	<u>475,166.24</u>
Total Current Assets	<u>475,166.24</u>
TOTAL ASSETS	<u>\$ 475,166.24</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accrued Liabilities	278.25
Total Other Current Liabilities	<u>278.25</u>
Total Current Liabilities	<u>278.25</u>
Total Liabilities	278.25
Equity	
Fund Balance	609,962.98
Net Income	(135,074.99)
Total Equity	<u>474,887.99</u>
TOTAL LIABILITIES & EQUITY	<u>\$ 475,166.24</u>

CEPD - CAPITAL PROJECTS FUND  
Balance Sheet

	<u>February 29, 2020</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
BOTI Checking	\$ 267,083.03
Fifth Third Pooled Checking	30,000.00
Fifth Third Treasury Bill #09	494,000.00
Fifth Third Treasury Bill #22	495,000.00
Fifth Third Treasury Bill #84	700,000.00
Fifth Third Treasury Bill #98	1,380,000.00
Sanibel Captiva Bank - CD	251,835.82
SBA	235,194.05
Total Current Assets	<u>3,853,112.90</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 3,853,112.90</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Fund Balance	2,944,826.81
Net Income	908,286.09
Total Equity	<u>3,853,112.90</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>\$ 3,853,112.90</u></u>



## CEPD Administrator Report

Board Meeting Monday, March 9<sup>th</sup>, 2020 1:00 p.m.

- Current SOP Beach Monitoring Document: Motion Requested For Approval
- Prior SOP Beach Monitoring Documents: Motion Requested To Archive
- Current SOP Commissioner Resignation
- Documentary Discussion: Motion Requested For Amount Approval
- CEPD Attorney Resignation Letter, Nancy Stroud
- CEPD Attorney Proposals
- CEPD Attorney Ralf Brookes
- Partners In Progress Report Bob Gray
- Beach Parking Lot Revenue Meters: T2 Graph Report
- Red Fish Pass APTIM

<b>Task</b>	<b>Date</b>	<b>Days</b>
Geotechnical Survey	Complete	-
Cultural Resources Survey & Report	Complete	-
Collect Vibracores	Week of the 4/27/2020	
Log Vibracores	5/27/2020	30
Sediment QA/QC Plan, Compatibility Analysis & Borrow Area Design Permit Sketches	7/26/2020	60
Geotechnical Report Completed	8/25/2020	30

- Administrative Status Report





# Standard Operating Procedure

## Beach Monitoring

### DOCUMENT HISTORY

Revision Date	What Was Revised	Effective Date	
2.13.2020	Beach Monitoring	TBD	

### BACKGROUND AND DESCRIPTION

Captiva Erosion Prevention District, (CEPD), is a beach and shore preservation District. CEPD is responsible to monitor and implement the maintenance of any seawalls, groins, breakwaters, bulkheads, fills and other works, structures, equipment or further facilities used for beach renourishment or erosion control as defined by s. 161.021 (3), Florida Statutes.

In each utilization necessary or useful case in the protection of the lands, CEPD's coverage includes all coasts, including beaches, within the District from tidal action and distinct causes of beach and coastal erosion. Staff performing duties of the office may enter any property within CEPD jurisdiction and it shall not be considered trespass.

As defined in CEPD's Enabling Legislation, the territorial boundaries of the District comprise all of Captiva Island, Florida, 300 feet seaward from the Mean High Tide line of all coasts intersecting with the centerlines of Redfish Pass, Blind Pass and Roosevelt Channel.

## CONDUCT

All public interaction shall be conducted in a friendly and respectful manner with the intent to serve, inform and educate.

Access to the beach will be managed in consideration of beachgoers; either entering or leaving the beach.

Subject matter that may come up as a function of observing beachgoers creating a negative impact on the beach, may require a reminder about observing Section 14-172(b) of the Lee County Ordinance No. 05-14.

No person may conduct or allow any of the unauthorized activities on the beach, upon a dune or in the water adjacent to the beach, unless otherwise specifically permitted in accordance with section 14-172(b).

Beachgoers are advised to adhere to the following items, while using the beach.

- Do not harass or disturb wildlife.
- Planting vegetation other than native dune vegetation seaward of the Erosion Control Line is prohibited.
- Do not destroy or harm a dune or mow or remove native dune vegetation.
- Maintain the beaches free of litter, garbage, trash or refuse, vegetative clippings or debris.
- It is unlawful to deposit and leave human or animal waste.
- It is harmful to destroy or grossly alter the natural wrack line by grooming or conducting non-selective wracking except as authorized in section 14-174.
- To excavate, mine, remove or haul sand or soil from the beach or dune, except in emergency situations as permitted by DEP, is unauthorized and may result in harm to native wildlife.
- Do not detonate any explosive devices, including fireworks.
- Open fires on the beach are not authorized without a permit.
- It is unacceptable to temporarily reside, camp or sleep after dusk or before dawn anywhere on the beach.
- Administer any commercial activities not explicitly authorized by the County Code or by other county ordinances.

## VEHICLE USAGE

Driving on beaches by unauthorized vehicles may increase risks and harm to nesting and feeding activities of resident and migratory wildlife. The CEPD will coordinate, work in partnership and accomplish common goals with the Sanibel-Captiva Conservation Foundation (SCCF), which is the state permit holder for Florida listed wildlife.

The scope of services for CEPD owned vehicles include routine surveys, post-storm inspections and maintenance issues. Use of any CEPD owned vehicle is for official use and by authorized staff only.

Activities of the CEPD strive to protect, preserve and enhance the beach, shorelines, mangroves, and dune system to inhibit erosion. The Beach Vehicle must be operated with safety as the number one priority.

The vehicle shall be stored under the office building where CEPD is the tenant, per CEPD agreement with the office Landlord. Gasoline and oil must be checked, logged and refilled whenever at ¼ tank. The tank may be filled at any of the convenient service stations or marinas.

The vehicle log will be located in outdoor storage under the office building and is to be maintained documenting the following items in accordance with the accompanying checklist.

- Date of Operation
- Name of Operator
- Purpose for Vehicle Use
- Status of Fuel and Oil
- Hours
- Notes

The beach vehicle will be washed down using freshwater and soap after every operation. This will involve washing the undercarriage and removing any beach sand or debris from in and around the running gear.

Perform a general observation of the condition of the vehicle and note any items requiring repair or replacement.

Maximum tire pressure – any vehicle authorized to drive on the beach may not exceed a ground-to-tire pressure of Ten (10) PSI (pounds per square inch) using the following formula.

PSI = vehicle weight in pounds (includes person and equipment) divided by the footprint in square inches

EXAMPLE: 404 lbs. (ATV weight) + 200 (person + equipment) divided by 198 square inches (ATV with 6" x 8.25" footprint x 4 tires) = 3.1 PSI.

Any person operating CEPD owned vehicles will do so in a non-intrusive manner to respect residents, guests, tourists, and wildlife using the beach.

The vehicle operator must pay full attention to the condition of the beach to avoid any uneven surfaces, holes or pits that might cause the vehicle to get stuck or overturn.

Enter the beach only at designated access points and proceed directly to the hard-packed sand near or below the mean high tide line.

Never drive into or over any dunes or over beach vegetation. If beach conditions require driving above the high tide line, avoid those areas with identified sea turtle nests or shorebird breeding areas by a minimum of ten feet.

Avoid the wrack line or areas of dense seaweed, which may contain sea turtle hatchlings or baby birds.

Drive a maximum of 10 mph. Movement should be slow enough to observe any bird eggs, chicks or sea turtle hatchlings in the vehicle's line of travel. Be aware that recently hatched chicks often feed along the water's edge. They may freeze in place rather than run away when approached.

No driving on the beach at night.

Do not park vehicles adjacent to nests or posted areas.

Vehicle use must not be before 9:00 a.m. or before completion of daily monitoring for turtle nesting activity by an FWC-authorized marine turtle permit holder.

If a sea turtle crawling out of the surf is observed, stop the vehicle and turn off all lights. No additional movement should occur until the turtle moves across the beach and begins digging her nest or moves into deeper water. Do not approach the turtle. Call the SCCF Sea Turtle Hotline at (978) 728-3663 for further guidance.

Driving below the most recent high tide line can be difficult to accomplish, while respecting beachgoers, but remaining low on the beach is the highest priority to minimize beach impacts.

Staff will fill out the Operation Log attached to the end of this document.

## COASTAL INSPECTION

CEPD staff members will inspect the coastal conditions for significant concern. Some of the physical surveys of the beach are as follows, but are limited to the evaluation scope.

- Narrow Beach Width
- Escarpments
- Debris
- Destruction to Dunes or Wildlife
- Invasive Species
- Seawalls
- Mangroves
- Seagrass Beds
- Unauthorized signage
- Fish Kills
- Harmful Algal Blooms

Observations will be noted and photographed with GPS locations. In addition to the above, once a month prior to the Regular Board Meeting, at low tide, staff will take a photograph at each of the following locations facing North and South (Aerial documentation would be preferred and create a more useful data set).

- Turner Beach
- Captiva Gulf Ways Association Beach Entrance
- 'Tween Waters Stretch of Captiva Drive Opposite Spa
- Foot of Andy Rosse Lane
- Alison Hagerup Beach
- First Condo Beyond Entrance to South Seas Island Resort.

The CEPD Administrator will determine if any of the conditions observed warrant a discussion with an Engineer or FEMA.

CEPD participates in the MOTE Marine Laboratory's Beach Conditions Reporting System (BCRS) every work day. The BCRS provides regular updates on waves, currents, water and air temperature, algae and multiple other conditions on beaches throughout Florida.

Staff will fill out the Monitoring Checklist attached to the end of this document for observations made.

## Monitoring Checklist

Date: \_\_\_\_\_ Inspector: \_\_\_\_\_

Provide Location and Notes for each condition observed.

- Narrow Beach Width:
  
- Escarpments:
  
- Debris:
  
- Destruction to Dunes or Wildlife:
  
- Invasive Species:
  
- Seawalls:
  
- Mangroves:
  
- Seagrass Beds:
  
- Unauthorized Signage (ex. Realty signs)
  
- Fish Kills:
  
- Harmful Algal Blooms:



## Vehicle Operation Log

Date: \_\_\_\_\_

Operator: \_\_\_\_\_

MOTE BCRS Report: \_\_\_\_\_

Hours In and Out: \_\_\_\_\_

Time In and Out: \_\_\_\_\_

Fuel Level: \_\_\_\_\_

Oil: \_\_\_\_\_

Vehicle Condition:

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Parking Lot Condition:

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Accessibility Condition:

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Lavatory Condition:

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Pay Station Meter Condition:

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## Prior SOPs Beach Monitoring (24)

Board Meeting

Monday, March 9<sup>th</sup>, 2020 South Seas Resort

Excel Copy of Daily Operation Log Beach Vehicle  
PDF SOP Emergency Beach Cleanup 2019 V.2  
Word SOP Emergency Beach Cleanup 2019 V.2  
Word SOP Emergency Beach Cleanup 2019  
PDF Lee County Parks Emergency Beach Cleanup  
Word SOP for Beach Conduct  
Word SOP for Beach Cleanup Coordination Schedule  
Word SOP for Parking Lot Inspection  
PDF SOP Official Beach Conduct  
Word SOP Official Beach Conduct  
PDF SOP Official Beach Vehicle Usage  
Word SOP Official Beach Vehicle Usage  
Word SOP for Official Beach Vehicle Usage  
Excel Daily Operation Log Beach Vehicle  
Word SOP for Official Beach Conduct  
Word Safeguards in Case of Storm  
Word SOP for Physical Beach Inspection  
Word SOP for Beach Clean Up Coordination  
Word Daily Operation Log Beach Vehicle  
Word Monitoring Checklist  
Word SOP Outdoor Duties 2020  
Word SOP Outdoor Duties 2020.doc  
Word SOP Parking Lot Inspection  
Word Second Draft SOP Beach Monitoring 2020

*Nancy Stroud, P.A.*

*Nancy Stroud, Esq.*

*Direct Dial: 561 826 2804*

February 21, 2020

Board of Commissioners  
Captiva Erosion Prevention District  
P.O. Box 365  
Captiva Island, FL 33924

Re: Resignation

Dear Commissioners:

I have been the CEPD's attorney since 1985, and it has been a true privilege for me to be able to serve the Board through several renourishment projects and many changes in Board membership and CEPD staff. For a myriad of personal reasons discussed with Chair Mullins, I regretfully need to inform you that I will be resigning as your attorney after a reasonable period for the Board to find another attorney, but no later than April 15, 2020.

I will continue to practice law for the near future, but I am not certain that I will be available at the time that the next renourishment takes place, and it would be most prudent for the CEPD to have an attorney on board at that time who is very familiar with the Board's needs. I will of course be happy to be available to your next attorney to answer any questions that I can.

The CEPD is a unique special district and I have enjoyed the challenges and successes in providing legal representation to it. My best wishes for a successful next project and continued good work for the citizens of Captiva Island.

Very truly yours,

*Nancy Stroud*

Nancy Stroud

NES/bh

Enclosure

RECEIVED

FEB 26 2020

*1875 NW Corporate Blvd., Suite 100, Boca Raton, FL 33431  
Telephone — 561 826 2800 Facsimile — 561 826 2828*



CEPD Attorney Representation Proposals  
February 2020 \*Five (5) Responses Out Of Eight (8) Requests

**BECKER LAWYERS: Fort Myers and Naples**  
Propose to perform all required legal work at the below hourly rates. All travel expenses will be billed from Becker's nearest office, Fort Myers.  
Attorney Hourly Rate  
Kathleen O. Berkey \$375/hour  
Ellyn S. Bogdanoff \$500/hour

**BEVERLY GRADY OF COUNSEL: Fort Myers**  
Queried with parameters but did not respond with a proposal.

**DICKMAN LAW FIRM: Naples**  
Andrew Dickman  
Hourly rate is negotiable, starting \$450.00 to \$250.00

**LEWIS LONGMAN WALKER ATTORNEYS: St. Petersburg**  
Kevin S. Hennessy  
Nicole Poot  
Standard government hourly rates range from \$225.00 to \$335.00.

**QUARLES & BRADY: Naples**  
Noel Davis  
Proposed hourly rate \$435.00

**RALF BROOKES ATTORNEY: Cape Coral**  
Hourly rate \$130.00, no travel time billed to CEPD.



APTIM  
2481 NW Boca Raton Blvd.  
Boca Raton, FL. 33431  
Tel: +1 561 391 8102  
www.aptim.com

February 18, 2020

Joe Wagenti, CEPD Administrator  
Captiva Erosion Prevention District  
11513 Andy Rosse Lane, Unit 4  
Captiva, FL 33924

**Re: Proposal for Design and Pre-Construction Services  
Captiva Island and Sanibel Island Beach Renourishment Project**

Dear Joe:

This letter is in response to your request for a proposal for Aptim Environmental & Infrastructure, LLC (APTIM) and their sub-consultant, Coastal Protection Engineering LLC (CPE), herein referenced as the APTIM Team, to assist the Captiva Erosion Prevention District (CEPD) with Design Engineering Services Assistance for the Captiva Island and Sanibel Island Beach Renourishment Project. The following Scope of Work describes the proposed services for this effort.

**Introduction**

The proposed Captiva Island Renourishment project requires a fill volume of approximately 900,000 cubic yards along approximately 25,600 feet of Gulf shoreline on Captiva Island between R-84 and R-109. Of the approximately 900,000 cubic yards of sand placement, 34,175 cubic yards have been designated as FEMA reimbursable to replace sediment lost along Captiva Island due to Hurricane Irma. The project will also include the replacement of dune vegetation per the FEMA project worksheet.

The Sanibel Island sediment placement project will be concurrent with the Captiva Island project between FDEP survey monuments R-110.5 and R-118. At this time, the required placement volume for the Sanibel Island portion is unknown but is estimated to range between 75,000 cubic yards and 350,000 cubic yards based on the previous nourishment volume and the estimated volume in the permit application.

The project has a 15-year Joint Coastal Permit (JCP) from FDEP, which is valid until December 11, 2029. Likewise, the federal authorization is covered by a Department of Army (DA) Permit issued by the USACE in 2015, which is valid until December 9, 2030.

The following will be provided by the APTIM team under the scope of services:

- Task 1: Engineering Design and Report Addendum (Captiva Island)
- Task 2: Public Hearing (Captiva Island)
- Task 3: Design Survey (Captiva and Sanibel Islands)
- Task 4: Plans and Specs and Pre-Construction Services (Captiva and Sanibel Islands)

Each task is described in greater detail below.



## **Scope of Work**

### **Task 1. Engineering Design and Report Addendum (Captiva Island)**

The intent of this task is to provide options to the CEPD for their consideration of the timing and funding for the Captiva Island beach construction. The analysis will use the most recent survey (September 2019) for comparing the potential placement volumes and fill templates (i.e., 2010 design, 2013 constructed, and 2018 design templates with an 8- or 10-year design life) and will consider the implications of accelerating or delaying construction. We will organize the description of each option to compare design life, volume and cost to build the project. The design evaluation will be written as an addendum to the 2018 Engineering Report (APTIM).

### **Task 2. Public Hearing (Captiva Island)**

Project engineers will travel to, and participate in, one on-site public hearing to discuss the project. Engineers will respond to questions posed by the public and provide factual input at the request of the CEPD.

### **Task 3. Design Survey (Captiva and Sanibel Islands)**

Due to changes in the shoreline that have occurred since the September 2019 survey, an updated survey will be required prior to project bidding to obtain accurate required placement volumes. Assuming this survey will also satisfy the pre-construction physical monitoring survey, it has been designed to comply with the Physical Monitoring Plan (PMP). The design survey shall include profile surveys at each of the FDEP's reference monuments within the bounds of the beach fill area and along up to 5,000 feet on the adjacent shoreline on the south side of Sanibel Island. For this project, this will include all FDEP reference monuments on Captiva Island and Sanibel Island (R-83 to R-123). Profile surveys will extend seaward to the -14' NAVD contour, 2,000 feet from the shoreline or to the channel center, whichever is the greater distance. Surveys along Captiva Island will include intermediate monuments R-83.5, R-83.7, R-84.6, and R-96+326. Additionally, profile R-84 will be run at two azimuths for a total of 32 lines on Captiva Island. Intermediate surveys will be continued at R-110.5, R-111.5 and R-112.5 downdrift of the Blind Pass groin for a total of 17 lines. All data seaward of the dune will be collected using RTK GPS technology. Upland areas inaccessible to RTK GPS will be collected using standard differential leveling techniques.

A pre-construction monitoring survey of the beach is required to be collected 90 days prior to construction. The Design Survey proposed in this task will be collected several months prior to construction and likely will not fall within the 90-day window prior to construction. In an effort to avoid collecting multiple surveys within a few months of each other, a waiver will be requested for the 90-day window. If the waiver is granted, the Design Survey collected in this task can also serve as the pre-construction survey required by the Physical Monitoring Plan. It is assumed that the contractor will collect the borrow area pre-construction survey that meets the permit requirements. If the waiver is not granted, a pre-construction survey and required survey report will be included under a separate work assignment.

In the event the waiver is granted removing the requirement for a separate pre-construction survey, a survey report utilizing the Design Survey data will be required. Authorization for this report will be included under a separate work assignment.



#### **Task 4. Plans and Specs and Pre-Construction Services (Captiva and Sanibel Islands)**

##### **Develop Construction Plans and Specifications**

Plans and specifications for construction of the project will be prepared. The plans will include plan views and cross-sections of the beach fill, as well as information related to access to the beach, beach storage areas for pipe and equipment, pipeline corridors and/or avoidance areas, and other information required for construction of the project. The design survey will be used to provide an updated beach nourishment construction template and volume based upon existing conditions. Borrow area data and borrow area cross-sections will also be incorporated into the plans, as well as geotechnical information for the borrow area. The specifications will incorporate CEPD requirements for the bidding process. The specifications will provide sections addressing General Conditions, Technical Provisions, and Environmental Protection. Specifications will also incorporate all permit documents, requiring contractor compliance with permits through reference. The plans and specifications will include information concerning beach survey control required for constructing the project.

##### **Pre-Bid Meeting, Bid Addendum, Bid Submittal Review and Recommendation**

The APTIM team will assist the CEPD in the bidding process for construction of the project. Engineers will attend a pre-bid meeting with interested contractors and assist the CEPD in addressing contractor questions. If required, the APTIM team will prepare and distribute a bid addendum clarifying questions identified in the pre-bid meeting. The APTIM team will review the bid submittals to the CEPD and provide a recommendation for contractor selection.

##### **Request Agency Notice to Proceed**

The APTIM team will coordinate with the permitting agencies to obtain a Notice to Proceed (NTP) for the project on behalf of the CEPD and provide the NTP to the Contractor.

##### **Pre-Construction Conference and Notice of Commencement**

Following contractor selection, the APTIM team will coordinate, prepare for, and attend a pre-construction conference to present an overview of the project and scope of work, review the construction methodology with the Contractor, present technical specifications and schedule, address construction access and work areas, and review the specific conditions and monitoring requirements of the permit with the Contractor, Contractor's associated sub-contractors, FDEP and FWC staff, the marine turtle permit holder, and other involved parties. The APTIM team will conduct a brief overview of the project to reiterate communication and reporting protocols for the duration of Contractor mobilization, construction and demobilization activities.

If possible, at least forty-eight (48) hours prior to commencement of activity authorized by this permit, The APTIM team will submit to the FDEP, a written notice of the probable commencement of dredging indicating the anticipated start date.

##### **Assumptions**

Work described herein is based upon the assumptions described below. If conditions differ from those assumed in a manner that will affect schedule and/or of Scope of Work, APTIM shall advise the CEPD in writing of the magnitude of the required adjustments, and changes in completion schedule and/or compensation to APTIM will be discussed with the CEPD.

The scope of services does not include a pre-construction physical monitoring survey for the beach since we plan to request a waiver from FDEP to use the beach design survey collected in Task 2, and it is anticipated that the contractor will be required to collect the borrow area pre-construction survey. In the



event the waiver is granted, a survey report utilizing the Design Survey beach data will be required by FDEP. Authorization for this report will be included under a separate work assignment. Any additional work shall be requested and approved by the CEPD on a case by case basis.

It is assumed that aerial photographs are not required by the permitting agencies and have not been included in this proposal.

Per JCP Permit Specific Condition 8, it is assumed that the Contractor will dredge no closer than 750 feet from the hardbottom area and, thus, no permit modification or biological monitoring of hardbottom resources will be required. As such, these components are not included in this proposal.

**Fee Proposal**

The proposed work will be performed by APTIM with Coastal Protection Engineering (CPE) as a sub-contractor, as a Task Order under the terms and conditions of our Master Services Agreement dated October 17, 2012, (the "Agreement") (Exhibit A). The work proposed herein will be performed on a Lump Sum basis as detailed in Exhibit B.

If you have any questions, please feel free to call or email Jeff Andrews or Erica Carr-Betts. Thank you for the opportunity to serve the CEPD.

Sincerely,  


Jeffrey L. Andrews, P.S.M., C.H.  
Director of Operations  
Aptim Coastal Planning & Engineering, LLC

CLIENT: CAPTIVA EROSION PREVENTION DISTRICT

Acknowledgement and Acceptance

cc: Whitney C. Thompson, PE, APTIM  
Michelle R. Pfeiffer, P.E., CPE  
Erica E. Carr-Betts, APTIM  
Tom Pierro, P.E., CPE  
Beau Suthard, PG, APTIM

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**EXHIBIT A**

**APTIM COASTAL PLANNING & ENGINEERING, LLC.**

**MASTER SERVICES AGREEMENT**



**COASTAL PLANNING & ENGINEERING, INC.**  
**MASTER SERVICES AGREEMENT**

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

NOW, THEREFORE, the parties agree as follows:

**1. Scope of Services**

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

**2. Term**

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

**3. Compensation**

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

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

**4. Payment**

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

b. **RESERVED.**

**5. Taxes, Fees and Other Charges**

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

**6. Independent Contractor**

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

**7. Documentation, Records, Audit**

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

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

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

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

### 8. Risks and Allocation

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

### 9. CPE Warranties, Representations and Covenants

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

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

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

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

### 10. Indemnities

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

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

**11. RESERVED**

**12. RESERVED**

**13. Notice/Defense**

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

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

**14. Limitation of Liability**

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT:

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

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

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

**15. Insurance**

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

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

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

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

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

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

**16. Title to Intellectual Property**

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

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

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

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

### 17. Intellectual Property Rights

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

### 18. Technology Fees

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

### 19. Confidentiality, Nondisclosure

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

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

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

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

## 20. Force Majeure

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

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

## 21. Affirmative Action

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

## 22. Notice

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

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

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

CLIENT

Captiva Erosion Prevention District

Post Office Box 365

Captiva Island, Florida 33924

Attn: District Administrator

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

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

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

## 23. Assignment

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

## 24. Disputes, Attorney Fees

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

**25. CLIENT/CPE Representatives**

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

**26. Governing Law**

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

**27. Waiver of Terms and Conditions**

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

**28. Entire Agreement**

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

**29. Severability; Survival**

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

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

**30. RESERVED.**

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

**CAPTIVA EROSION PREVENTION DISTRICT ("CLIENT")**

By: *James P. Boyle*

Title: CHAIRMAN

**COASTAL PLANNING & ENGINEERING, INC.**

By: *Henry C. C...*

Title: Vice President

ATTACHMENT: Exhibit 1 - Category Rate Schedule

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

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

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

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





**EXHIBIT B**

**FEE PROPOSAL**

**FOR**

**CAPTIVA ISLAND AND SANIBEL ISLAND BEACH RENOURISHMENT PROJECT**

**DESIGN AND PRE-CONSTRUCTION SERVICES**

**FEE PROPOSAL FOR**  
**CAPTIVA EROSION PREVENTION DISTRICT**  
**CAPTIVA ISLAND AND SANIBEL ISLAND RENOURISHMENT PROJECT**  
**DESIGN AND PRE-CONSTRUCTION SERVICES**

**PROJECT PROPOSAL SUMMARY**  
**PREPARED BY: APTIM COASTAL PLANNING & ENGINEERING, LLC**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>LABOR COSTS</b>	<b>EQUIPMENT COSTS</b>	<b>DIRECT COSTS</b>	<b>TASK COST</b>
<b>1</b>	Engineering Design and Report Update (Captiva Island)	\$4,304	\$0	\$0	<b>\$4,304</b>
<b>2</b>	Public Hearing (Captiva Island)	\$2,104	\$0	\$128	<b>\$2,232</b>
<b>3</b>	Design Survey (Captiva and Sanibel Islands)	\$41,258	\$6,476	\$1,320	<b>\$49,054</b>
<b>4</b>	Plans and Specs and Pre-Construction Services (Captiva and Sanibel Islands)	\$46,160	\$0	\$256	<b>\$46,416</b>
	<b>TOTAL LABOR, EQUIPMENT AND DIRECT COSTS</b>				<b>\$102,006</b>
		<b>TOTAL SUB-CONTRACTOR COSTS</b>			<b>\$47,979</b>
				<b>TOTAL COSTS</b>	<b>\$149,984</b>

FEE PROPOSAL FOR  
 CAPTIVA EROSION PREVENTION DISTRICT  
 CAPTIVA ISLAND AND SANIBEL ISLAND RENOURISHMENT PROJECT  
 DESIGN AND PRE-CONSTRUCTION SERVICES

Task Item	LABOR COSTS											EQUIPMENT COSTS								DIRECT COSTS					
	Project Manager/ Senior Coastal Engineer (Hours)	Coastal Engineer II (Hours)	Professional Surveyor and Mapper (Hours)	Surveyor (Hours)	Technician/ Survey Technician (Hours)	Professional Geologist (Hours)	Senior CAD Operator (Hours)	CAD Operator (Hours)	GIS Operator (Hours)	Clerical (Hours)	Sub-Contractor Costs - Coastal Protection Engineering (CPE) (Lump Sum)	Survey Boat (24 ft) (Days)	Truck (Road Use per Mile) (Miles)	Gator 4 x 4 Utility Vehicle (Days)	RTK GPS (Days)	Fathometer with Digitizer (Days)	Heave, Pitch, & Roll Compensator (Days)	Speed of Sound Velocity Meter (Days)	Hypack/ Hysweep Navigation System (Days)	Meals (Days)	Rental Car (Month)	Tolls (Days)	Lodging (Days)		
<b>1 Engineering Design and Report Update (Captiva Island)</b>	2	30								2	\$5,830														
<b>2 Public Hearing (Captiva Island)</b>	12									2	\$4,308										1	0.04	1		
<b>3 Design Survey (Captiva and Sanibel Islands)</b>																									
1. Topographic and Bathymetric Survey	2	2	16	44	330		4	8		2	\$706	3	348	3	3	3	3	3	3				9	3	6
2. Survey Report Preparation (Required if waiver is granted)			6	6	12		4	8		4															
<b>4 Plans and Specs and Pre-Construction Services (Captiva and Sanibel Islands)</b>																									
1. Develop Construction Plans	8	60				65	8	60	22	6															
2. Develop Construction Specifications	4	60				16				6															
3. Pre-Bid Meeting and Addendum	2	12								10													1	0.04	1
4. Request Agency Notice to Proceed		8																							
5. Bid Submittal Review and Recommendation	4	8																							
6. Pre-Construction Conference and Notice of Commencement	4	12								4	\$34,850												1	0.04	1
Total =	38	192	22	50	342	81	16	76	22	36	\$45,694	3	348	3	3	3	3	3	3	12	0.12	6	6		
Rate =	\$164	\$128	\$164	\$98	\$85	\$136	\$136	\$100	\$100	\$68	\$1.05	\$790	\$0.565	\$105	\$495	\$165	\$215	\$63	\$260	\$36	\$2,000	\$12	\$160		
Cost =	\$6,232	\$24,576	\$3,608	\$4,900	\$29,070	\$11,016	\$2,176	\$7,600	\$2,200	\$2,448	\$47,979	\$2,370	\$197	\$315	\$1,485	\$495	\$645	\$189	\$780	\$432	\$240	\$72	\$960		
<b>TOTAL LABOR COST =</b>	\$93,826																								
<b>TOTAL SUBCONTRACTOR COST =</b>	\$47,979																								
<b>TOTAL EQUIPMENT AND DIRECT COST =</b>	\$8,180																								



**COASTAL PROTECTION ENGINEERING**  
5301 N. FEDERAL HWY, SUITE 335  
BOCA RATON, FL 33487  
561-565-5100

February 17, 2020

Beau Suthard, PG  
Client Program Manager  
Aptim Environmental & Infrastructure, LLC  
Submitted via email to [Beau.Suthard@aptim.com](mailto:Beau.Suthard@aptim.com)

Re: Proposal to assist with the Captiva Erosion Prevention District Captiva Island and Sanibel Island Renourishment Project, Design and Pre-Construction Services

Dear Beau,

This proposal is in response to the request from Aptim Environmental & Infrastructure, LLC (APTIM) for Coastal Protection Engineering LLC (CPE) to assist APTIM with Design and Pre-Construction Services for the Captiva Island and Sanibel Island Renourishment Project for the Captiva Erosion Prevention District (CEPD). We propose to provide professional services of Principal Engineer, Project Manager/Senior Coastal Engineer and Senior Marine Biologist as detailed in the following paragraphs, as well as perform task management and client coordination throughout the work.

**Task 1: Engineering Design and Report Addendum (Captiva Island)**

CPE will assist APTIM in developing options for the CEPD for their consideration of the timing and funding for the Captiva Island beach construction. CPE will review the comparison of the potential placement volumes and fill templates (i.e., 2010 design, 2013 constructed, and 2018 design templates with an 8 or 10 year design life) on the most recent survey (September 2019) and will assist in considering the implications of accelerating or delaying construction. We will provide guidance for APTIM to organize the description of each option to compare design life, volume and cost to build the project. CPE will review and provide comments and tracked changes on the 'final' draft design evaluation prepared by APTIM as an addendum to the 2018 Engineering Report (APTIM).

**Task 2: Public Hearing (Captiva Island)**

CPE will travel to, and participate in, one on-site public hearing to discuss the project. CPE will respond to questions posed by the public and provide factual input at the request of the CEPD.

**Task 3: Regulatory Agency Coordination**

CPE will coordinate with APTIM on the survey collection requirements and assist with updating the client on the field work. We will assist with preparing the waiver request for FDEP.



#### **Task 4: Plans and Specs and Pre-Construction Services (Captiva and Sanibel Islands)**

##### *Develop Construction Plans and Specifications*

CPE will provide guidance to APTIM staff at the beginning of the plans and specifications development.

CPE will indicate the design requirements such that APTIM can execute design programs to prepare plan views and cross-sections of the beach fill and calculate bid volumes, and will review the information prepared by APTIM prior to CAD work. CPE will review the plans at 50% and 95% completion and provide comments to APTIM in order to finalize the plans. CPE will advise on information presented on the plans related to access to the beach, beach storage areas for pipe and equipment, pipeline corridors and/or avoidance areas, and other information required for construction of the project. CPE will review borrow area data and borrow area cross-sections to be incorporated into the plans prepared by APTIM. A CPE professional engineer will sign and seal the beach construction plans.

CPE will assist with outlining the organization of the specifications and identifying the sources for project specific content to be incorporated into the specifications. The specifications will include General Conditions, Technical Provisions, and Environmental Protection, incorporate CEPD requirements for the bidding process, and all permit documents, requiring contractor compliance with permits through reference. CPE will prepare the biological portions of the specifications. CPE will provide technical review of the specifications in 'final' draft form and provide comments and tracked changes to APTIM in order to finalize the specifications.

##### *Pre-Bid Meeting, Bid Addendum, Bid Submittal Review and Recommendation*

CPE will assist the CEPD in the bidding process for construction of the project. CPE engineers will prepare for and attend a pre-bid meeting with interested contractors and assist the CEPD in addressing contractor questions. If required, CPE will assist in preparing and distributing a bid addendum clarifying questions identified in the pre-bid meeting. CPE will assist in reviewing the bid submittals and providing a recommendation for contractor selection.

##### *Request Agency Notice to Proceed*

CPE will assist in coordinating with the permitting agencies to obtain a Notice to Proceed (NTP) for the project on behalf of the CEPD to provide the NTP to the Contractor.

##### *Pre-Construction Conference and Notice of Commencement*

Following contractor selection, CPE will assist in coordinating, preparing for, and will attend a pre-construction conference to present an overview of the project and scope of work, review the construction methodology with the Contractor, present technical specifications and schedule, address construction access and work areas, and review the specific conditions and monitoring requirements of the permit with the Contractor, Contractor's associated sub-contractors, FDEP and FWC staff, the marine turtle permit



holder, and other involved parties. CPE will conduct a brief overview of the project to reiterate communication and reporting protocols for the duration of Contractor mobilization, construction and demobilization activities.

If possible, at least forty-eight (48) hours prior to commencement of activity authorized by this permit, CPE will assist in submitting to the FDEP, a written notice of the probable commencement of dredging indicating the anticipated start date.

Our fee proposal of estimated hours to provide these services is attached. All work will be performed in accordance with the existing Master Service Agreement between APTIM and CPE executed July 24, 2019 and the subsequently negotiated rates. Although this proposal is detailed by separable items and estimated by specific staff and categories, it is anticipated that some work elements will exceed the estimate while others fall below the estimate to complete. Our staff will be used as needed to achieve the scope of services and to meet the stated objectives and timelines. Should the project or client require additional services beyond these estimated hours, we will discuss adjustments with APTIM as deemed appropriate.

If you have any questions, please feel free to contact me directly at 772-971-0044.

Sincerely,

A handwritten signature in blue ink that reads "Michelle Pfeiffer".

Michelle Pfeiffer, PE  
Senior Coastal Engineer  
Coastal Protection Engineering LLC

Mobile: 772-971-0044  
mpfeiffer@coastalprotectioneng.com

**Quote No. 2019084**



**Submitted to:**  
**APTIM Environmental & Infrastructure LLC**  
 2481 NW Boca Raton Blvd, Boca Raton,  
 Florida, 33431

**Provided by:**  
**Coastal Protection Engineering LLC**  
 5301 N. Federal Hwy, Suite #335  
 Boca Raton, FL, 33487

**Client Contact:**  
 Beau Suthard  
 beau.suthard@aptim.com

**Project manager:**  
 Michelle Pfeiffer  
 Phone: +17729710044  
 E-mail: mpfeiffer@coastalprotectioneng.com

**Project Name: Captiva Erosion Prevention District**  
 Captiva Island and Sanibel Island Renourishment Project  
 Design and Pre-Construction Services

**Date:** 02/17/2020

Product name & additional info	Quantity	Price	Sum
<b>Task 1 - Engineering Design and Report Update (Captiva Island)</b>			
Captiva - Principal Engineer (TP)	14	205.00	2,870.00
Captiva - Project Manager (MP)	20	148.00	2,960.00
<b>Subheading subtotal:</b>			<b>5,830.00</b>
<b>Task 2 - Public Hearing (Captiva Island)</b>			
Captiva - Principal Engineer (TP)	12	205.00	2,460.00
Captiva - Project Manager (MP)	12	148.00	1,776.00
Direct Costs Travel Meals	2	36.00	72.00
<b>Subheading subtotal:</b>			<b>4,308.00</b>
<b>Task 3 - Design Survey (Captiva and Sanibel Islands)</b>			
Captiva - Principal Engineer (TP)	2	205.00	410.00
Captiva - Project Manager (MP)	2	148.00	296.00
<b>Subheading subtotal:</b>			<b>706.00</b>
<b>Task 4 - Plans and Specs and Pre-Construction Services (Captiva and Sanibel Islands)</b>			
Captiva - Principal Engineer (TP)	50	205.00	10,250.00
Captiva - Project Manager (MP)	126	148.00	18,648.00
Captiva - Senior Marine Biologist (LF)	44	132.00	5,808.00
Direct Costs Travel Meals for Pre-Bid Meeting and Pre- Construction Conference	4	36.00	144.00
<b>Subheading subtotal:</b>			<b>34,850.00</b>
<b>Subtotal:</b>			<b>45,694.00</b>
Tax:			0.00
<b>Total (USD):</b>			<b>45,694.00</b>

## BUDGET BREAKDOWN

FY 2020-2021

Project Name

Alison Hagerup Parking Lot and Captiva Beach Maintenance

	TDC Request	Agency Match	Total
<b>Captiva Beach Maintenance</b>			
<b>Personnel</b>			
In-house Labor		\$35,000	\$35,000
Contract Labor	\$49,000		\$49,000
<b>Contracted Services</b>			
Janitorial Services	\$33,600		\$33,600
Landscape Maintenance		\$5,000	\$5,000
<b>Travel</b>			
Bridge Tickets & Passes (Transponders)		\$1,275	\$1,275
<b>Communications</b>			
Cell Phones/Pagers		\$1,200	\$1,200
Radios			
<b>Repairs &amp; Maintenance</b>			
Building Maintenance		\$2,000	\$2,000
Maintenance Materials	\$8,600		\$8,600
Vehicle Maintenance	\$2,800	\$2,000	\$4,800
Equipment Maintenance		\$2,000	\$2,000
Equipment Repair Parts		\$2,000	\$2,000
<b>Other Charges &amp; Obligations</b>			
Indirect Cost			
<b>Operating Supplies</b>			
Fuel & Lubricants	\$2,000		\$2,000
Uniforms		\$1,200	\$1,200
Janitorial Supplies	\$3,900	\$1,000	\$4,900
Maintenance Supplies		\$1,000	\$1,000
Signage	\$1,500		\$1,500
<b>Utilities</b>			
Electric	\$1,800		\$1,800
Water	\$1,600		\$1,600
Solid Waste Removal	\$18,000		\$18,000
<b>Insurance</b>			
Insurance Premiums		\$12,853	\$12,853
<b>Equipment</b>			
Equipment	\$4,800	\$3,000	\$7,800
Vehicles			
<b>Sub-Total Maintenance</b>	<b>\$127,600</b>	<b>\$69,528</b>	<b>\$197,128</b>
<b>Alison Hagerup Capital Improvements</b>			
Architect & Engineering Services	\$5,000		\$5,000
Permits	\$2,300		\$2,300
Site Preparation	\$5,000		\$5,000
Entry Gate		\$18,750	
Parking Lot Pavers	\$25,000	\$10,000	\$35,000
Contingency		\$10,000	\$10,000
<b>Sub-Total Capital Projects</b>	<b>\$37,300</b>	<b>\$38,750</b>	<b>\$57,300</b>
<b>Captiva Beach Renourishment Project</b>			
Design and Pre-Construction Engineering Services	\$473,526	\$126,406	\$599,932
<b>Sub-Total Beach Renourishment</b>	<b>\$473,526</b>	<b>\$126,406</b>	<b>\$599,932</b>
<b>TOTAL</b>	<b>\$638,426</b>	<b>\$234,684</b>	<b>\$854,360</b>