



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

South Seas Island Resort,
Alpha Cone Room
Captiva, Florida 33924

Monday, October 7, 2019
1:00 P.M.

**CEPD Regular Board Meeting
October 7, 2019
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Revised Agenda
of the Regular Meeting of the
Captiva Erosion Prevention District
South Seas Island Resort, Alpha Cone Room
October 7, 2019 @ 1:00 P.M.

1. Call to Order
2. Roll Call
3. Approval of August 12, 2019 Board Meeting Minutes
Approval of September 26, 2019 Board Meeting Minutes
Approval of September 26, 2019 Final Budget Hearing Meeting Minutes
4. Public Comment
5. Financial Report ending September 30, 2019
6. ACTION ITEMS
 - a. SOP for Appointing Commissioner
ACTION REQUESTED: Motion to approve new Standard Operating Procedure entitled “Appointing a Commissioner to a Vacant Seat.”
WHY ACTION IS NECESSARY: To provide consistency for appointing a Commissioner.
WHAT THE ACTION ACCOMPLISHES: Approves SOP on appointing a Commissioner when a seated Commissioner resigns mid-term. This will maintain consistency for all applicants to the position.
 - b. 2019/2020 Contract with APTIM
ACTION REQUESTED: Motion to approve new contract with APTIM for T&M materials NTE \$24,999
WHY ACTION IS NECESSARY: To allow continuous usage of APTIM for assistance
WHAT THE ACTION ACCOMPLISHES: Allows Administration to utilize APTIM as needed, NTE \$24,999 for assistance not covered in specific contracts.
 - c. Resolution 2019-13 Approve Project Budget for FY 19/20
ACTION REQUESTED: Approve Resolution 2019-13 Project Budget FY 19/20
WHY ACTION IS NECESSARY: To approve the capital budget for FY 19/20
WHAT THE ACTION ACCOMPLISHES: Approves capital budget in the amount of \$
7. Old Business
 - a. Emeritus Commissioner
 - b. RFP for Accounting Firm

- c. DEP Discussion re Beach Access and Hotel Accommodations
- d. Update on Parking Lot
- e. Website Update
- f. FEMA Funds

8. New Business

- a. HWA Resignation
- b. Alison Hagerup Parking Lot after hours usage for Captains for Clean Water event hosted by Sandi Stillwell on 11/6 and 11/14.
- c. Subcommittee
- d. Maudlin & Jenkins Contracts
- e. Sanibel/Captiva Resilience Grant for SLR

9. Administrators' Reports

- a. FSBPA Report
- b. CDM Training
- c. TRIM update

10. Commissioners Comments

11. Adjournment



Board Meeting Minutes - REVISED
of the Regular Meeting of the
Captiva Erosion Prevention District
South Seas Island Resort, Alpha Cone Room
August 12, 2019 @ 1:00 P.M.

Commissioners Present: Mike Mullins (Chair); Harry Kaiser (Secretary); Dave Jensen (Commissioner)

Excused: Michael Lanigan (Vice Chair); Bob Walter (Treasurer)

Staff Present: Carolyn Weaver (Administrator); Joe Wagenti (Deputy Administrator); Hans Wilson (Hans Wilson & Associates); Robin Mixon (Hans Wilson & Associates)

1. Call to Order
Chairman Mullins called the meeting to order at 1:00 pm.
2. Roll Call
The Chair called the roll and the results are outlined above.
3. Approval of July 8, 2019, Meeting Minutes
Commissioner Jensen moved to approve the minutes.
Commissioner Kaiser seconded the motion
Motion carried unanimously

Approval of amended June 10, 2019 Meeting Minutes
Commissioner Jensen moved to approve the minutes.
Commissioner Kaiser seconded the motion
Motion carried unanimously
4. Public Comment
No comments
5. Financial Report ending July 31, 2019
Ms. Weaver gave a report on the current status.

6. ACTION ITEMS

- a. Resolution 2019-04
ACTION REQUESTED: Execute Resolution 2019-04
WHY ACTION IS NECESSARY: To approve the Local Government Funding Request for FY2020/21
WHAT THE ACTION ACCOMPLISHES: Allows the District to request funding from the Florida Department of Environmental Protection.
Commissioner Jensen moved
Commissioner Kaiser seconded the motion
Discussion: Chairman Mullins discussed the CEPD's commitment through special assessment and the TDC
Motion carried unanimously
- b. Draft MOU for Southwest Florida Regional Resiliency Compact
ACTION REQUESTED: Motion to approve support for SWFL Regional Resiliency Compact
WHY ACTION IS NECESSARY: Board approval is required to join the SWFL Regional Resiliency Compact.
WHAT THE ACTION ACCOMPLISHES: To develop a regionally consistent approach to the impacts of climate change and to advance local and regional responses to and preparations for economic and social disruption projected to result from the impacts of climate change.
Chairman Mullins explained the reasons of why CEPD should join. Sanibel and other counties have joined, Lee County is considering joining. This is to make the board aware that we asked to be part of this project.
- c. SOP for Appointing Commissioner
ACTION REQUESTED: Motion to approve new Standard Operating Procedure entitled "Appointing a Commissioner to a Vacant Seat."
WHY ACTION IS NECESSARY: To provide consistency for appointing a Commissioner.
WHAT THE ACTION ACCOMPLISHES: Approves SOP on appointing a Commissioner when a seated Commissioner resigns mid-term. This will maintain consistency for all applicants to the position.
There are currently 4 applicants: (Linda Laird, Dave Saunders, Rene Melville and Richard Pyle) Rene and Mr. Pyle have submitted their CV's. All 4 are registered voters in Captiva. Chairman Mullins clarified the position does not need to be filled right away. No motion was made; it will wait for full board.
- d. Investment Proposal
ACTION REQUESTED: Motion to approve
WHY ACTION IS NECESSARY: To approve the moving of excess funds into investment funds instead of our current checking account

WHAT THE ACTION ACCOMPLISHES: Allows the District to receive higher interest on our funds (from 0.3% to a minimum of 1.9%) which creates additional revenue of \$30,000-60,000 annually.

The Board requested further information on moving money to Certificates of Deposit and to find out the current rate of our outstanding balance of \$700,000 to be paid in full by May 2020. No motion was made.

e. Administrative Changes – Hans Wilson

ACTION REQUESTED: Motion to approve Joe Wagenti as Administrator and Carolyn Weaver as Deputy Administrator and provide compensation commensurate with industry standards.

WHY ACTION IS NECESSARY: To better utilize the skills and experience of each individual in the proper position.

WHAT THE ACTION ACCOMPLISHES: Provides the Board with administrative support that better utilizes the skills and experience of both contractors, while maintaining the duplication of tasks should either Administrator become indisposed.

Chairman Mullins referred to Commissioner Lanigan's email questioning why it is the Commissioners business to weigh in on who HWA appoints to which position, given they have a contract to achieve certain objectives. Mullins agrees that it should not be Commissioners' business as long as the requirements are being satisfied. He asked HWA where this came from and believed that Mr. Wilson indicated it is in response to some of the commissioners, and asked if that was correct? Mr. Wilson stated no, that it was an outcome principally from communication with administration, and listening to a few commissioners, looking at what the market is, and this is a compilation of the result of that information. It is not at the request of the commissioners. Mullins corrected that this is something Wilson is saying administration wants to do, and he personally feels that he agrees with Lanigan's email, which is that HWA is responsible for an outcome. The outcome is defined in a scope of work and contract with compensation associated with it. Why does HWA feel that the Commissioners need to be making this decision? Mr. Wilson said that because basically every time HWA has taken any action or change within administration, they've been asked to provide information on salaries, and there's been a lot of interest from the Commissioners in how we are functioning in terms of administration. As a courtesy, HWA is providing this information.

Commissioner Kaiser said HWA is being a good guy. Wilson stated HWA is being very open and why they are suggesting changes is that additional things have been added to the term of duties. If the Board wants to take the position of purely hands off, okay. Mullins stated he thinks Wilson is making way too many interpretations by saying the Board has weighed in on any changes as that is a great stretch, and then to said he feels that Wilson should be in charge of his administration and who does what work and who is better qualified, etc., does

not say that they want complete hands-off. It's simply making the point that HWA is responsible for outcome and the staff to achieve that outcome. The question is, does HWA think that this proposed change is going to allow you to better effectively complete the HWA contract and the scope of work. Wilson said of course, or he wouldn't have suggested it. Mullins just wants to be clear that HWA wants to make this change and he's proposing to make this change to the Board. Wilson said that this is principally a response from administration saying they've been working together and realize better their strengths and weaknesses, they see what additional tasks have been taken on board with TDC, and there are also special projects that have been popping up that are being looked at (the information in the archives as well as the intent to look at sea level rise in the future) so HWA is trying to apply the right people to the right position based on input from administration.

Commissioner Jensen agrees that the Board shouldn't be involved in how HWA picks and chooses to operate, but he does feel that in business you do whatever it takes to run the ship. He feels the archiving should be included in the contract because it involves the business of the District. Wilson clarified we are discussing the documents in storage and stated there are a lot of documentation that hasn't been organized or categorized and put into the ethernet, in part because there hasn't been any direction from the Board to do that. Chairman Mullins said that he disagrees. This has always been a procedure of the district, with HWA the custodian of the records for the last 5-10 years, and if that process stopped, HWA is responsible for it stopped, and it needs to get re-established and fixed because HWA overlooked it or HWA's people did. That's the responsibility of HWA's contract, not the District, and as the public records keeper on file, HWA should be doing all these things. Commissioner Lanigan's email addressed that as well, and Mullins is not at all supportive of paying for that when it was to be HWA's responsibility all along. If it has gotten to a state of disarray, which is the way it was presented to Mullins, that is HWA's responsibility. Mullins was under the impression that we were still scanning the documents; even asked for reaffirmation of that earlier this year. Mullins believes Wilson is putting the responsibility on the Board when it's HWA's responsibility to do that. Wilson responded that we never stopped managing the documents and archiving information; it's been ongoing for quite some time. We are now to the point where the time taken to go to the storage unit and search through the records, it may be valuable from the historical perspective for the CEPD to scan and manage those. We haven't had putting together the history of CEPD as a priority on the to do list. It has been talked about and in the past year come to the forefront, so we'll have to start digging into the old history of the CEPD that is in storage. As for the management of the documents legally, we are up to speed and everything is being done the way it is supposed to be done. We are not looking for funding for that, we are

looking for funding to pay the people in administration who are taking on more responsibilities and pay them market rate.

Mullins says Wilson convoluted a couple things; the history of CEPD and market rate, and so on. He doesn't want to dispute that with HWA, but does say he is not in favor of giving HWA more money to fix a mess that he thinks HWA is responsible for, and it's his understanding when the question first got brought up to him about getting extra help to do that, he was told existing files have not been labelled, there hasn't been consistent scanning of documents up to the cloud. There's been a variety of issues. Carolyn asked me to bring in a person; he thought it would exceed his authorization so asked that it be brought before the Board. He was not at the board meeting. He did listen to the recording and heard many questions asked at that meeting including Bob Walter asking why, at 40 hours a week for two people, they aren't doing the things that need to get done. Several comments were made and it suggested to Mullins that people on the Board were wondering why this isn't already their responsibility. If you are saying that it's really just for the history of Captiva, we deal with that separately because that's a project we thought we committed a few dollars on but not to a significant change. This is a significant change more than the \$2500 he was expecting when he was first asked to approve bringing on the person. Wilson asked that these things not be mixed together; Mullins stated that they are being mixed together.

Wilson, trying to be more succinct, stated that what he proposes here is that we have administrative changes in house and we want to reflect and emulate what is industry standard for pay (benefits, insurance, things of that nature). That's what the cost increase is associated with. Mullins said he read these documents and believes we are comparing apples to oranges; these positions are not consistent with positions provided. It's arguable but not sufficient reason in his mind to justify the price increase. Wilson stated HWA picked the median and tried to compare positions relative to the industry in the state of Florida. Mullins believes that's a matter of opinion; Wilson believes it's a matter of fact. Mullins doesn't believe the job descriptions have been evaluated and match the descriptions HWA has. He doesn't agree with that.

Wilson stated that since he's proposed the information, he's received no request for information from commissioners; he only received the email from Commissioner Lanigan basically making a few statements that he disagrees with. Final line is if Wilson doesn't receive requests for information or statements saying they aren't happy with the proposed information – Mullins stated he just did – Wilson stated he's only one out of five and it would have been nice to receive that information in advance so the information could be provided to the rest of the Board so they can make a decision.

Jensen stated he didn't get to finish. He was saying he is for what HWA is offering. What he was trying to say was going back to the old records, he felt that there has to be in the future some point in time where we can start working on that. Wilson said we have been working on that. Jensen just wanted to clear that up. Wilson stated that we are looking at a transition in administration. We had a previous administration that had their own way of documenting things. It was their way of following procedures. There was no way HWA was going to come in and tell them how to organize their files. He can't do that. They are contractors and the way they do it is the way they do it. We have a new administration that has come on board and is basically bringing us up into the present methodology of managing records and that takes time. It's not that we haven't been doing it; we are just trying to do it better. We are trying to get it so that we get rid of paper and everything is digital and easy to access. We want to look at the records and see if we keep them or throw them away or donate them to the historical society. It is ongoing; we never stopped doing it. The priority level has just been lower. Jensen was saying for what HWA is proposing, the contract amount, includes everything. Not that HWA has to do the specific thing this month, but it shouldn't be an extra cost. He just explained it isn't. Wilson agreed, and said it is simply to reflect a change in administration. Administration came to us and said we looked at this, we want to swap positions, and the commensurate pay associated from that, and getting information from FASD and other places, Robin Mixon spent a great deal of time backing into those figures. As a contractor with the government it's hard to draw parallels because they have benefit packages, which none of these two have. They are strictly flat rate. So we looked at the industry standard, we picked the middle, looked at the tasks with comparable tasks, and looked at what we thought the industry should be. Jensen stated so the bottom line is that HWA going back through those files, 9 months or 2 years, is something that we will do, or anything else the Board requires.

Wilson stated that, sensing where the vote is going to, if we maintain the status quo, looking at priority relationship in terms of tasks, chances are that as we pick up more responsibility on the back of the TDC and doing manhours and activities on the beach, and park maintenance, it is probably going to take the archiving process and the historical research and push that back on the priority list, which is fine. It's the discretion of the Board.

Commissioner Jensen moved that we are renew the contract with this change. Commissioner Mullins seconded the motion.

Discussion: Commissioner Kaiser said it surprised him when he heard from HWA that he wanted to switch jobs. He's never heard that before, and he wants to make sure both of us (Joe and Carolyn) are happy. We are here for beach nourishment, we want a good job done by HWA, which reflects on us to the community. What he wants is to make sure Joe and Carolyn are happy. The

salaries, if he was a young lady, he wouldn't want a decrease in salary because a lot of new things are being thrown at us. And that's amazing. He doesn't want the young lady to leave and we're thrown back into the cycle of looking for people.

Ms. Weaver asked to address this. She stated that she and Joe work very, very well together. They get along great. They actually sat down with the job descriptions and said this is her strength, this is his strength, this is what she likes, this is what he likes. They sat down and separated everything out. Once they had done that, it became apparent that the actually higher-level position would be more suited to Joe. Carolyn doesn't care what she's called. She really appreciates Mr. Kaiser's concern and thanked him. She says she's good with it, she's just concerned about her pay because she certainly don't want her duties to go back down to an Administrative Assistant. It is hugely different than that. And of course no one wants their pay cut.

Mullins stated he did call after he'd spoken with Hans who indicated speaking with all the commissioners to get feedback. He spoke with him last, he called Carolyn afterwards was very pointed in the question, because he heard HWA say that this was precipitated by commissioners to him, and that day Carolyn had indicated that she was told this was precipitated by commissioners and what he heard today was very different. So it needs to be clear that this is something that is being decided by Hans Wilson and Associates in consultation with Carolyn & Joe, and he's not sure what commissioners had said, but made it clear to Carolyn that it wasn't him saying and he was kind of surprised by the whole thing. He wasn't surprised that, when we were hiring Joe, that he is overqualified for the Deputy position he was hired for, so he wasn't surprised that he was not happy with his money and level of responsibility, and he doesn't want to go into that whole thing. He's not surprised. It's another example of not having sufficient perspective from HWA on how to service the client and how to take administration and he just see this as another example of an "I told you so" but he doesn't want to go there right now. What he wants to do is call the vote.

Jensen stated that first of all, that contradicts Mullins' agreement with Lanigan saying it's not our say. Mullins stated he didn't have an agreement with Mike Lanigan, he just agreed with his email. Jensen stated he agrees with it also, that's why he doesn't think what Mullins said matters. The increase in the contract, how much of that is to accommodate for the TDC work and does it equal the amount of the increase or is it just part of it?

Wilson stated HWA provided a breakdown in the document sent to the Commissioners of where the funding sources are. TDC provided us grant funding to do a number of things; beach maintenance, management of the parks, and a litany of items that are being done by these two right here. So they are working for the District through HWA, doing these items. There is additional funding coming from TDC. Joe and Carolyn have to break out their hours and

provide documentation of their hours that are specific to the TDC tasks, and whatever those number of hours comes out of the 80 hours they allot to the District through HWA. Understand that?

Jensen stated he guesses what he's saying is let's say they weren't doing the TDC thing, your contract would be the amount of money that TDC is providing for that would be that amount less. Wilson stated yes, if they didn't do any of the TDC tasks at all, then we'd have to find someone else to do that or don't do it. The TDC contract was \$38,000. Jensen stated so let's set that aside and maybe we don't do it next year. So, for HWA providing your staff it went up just \$25,000. HWA's contract for this next year is increasing \$60,000 but part of that is because of the additional work for the TDC which has a value put on it because of what the grant is for (say \$38,000) so if your contract is going up \$60,000, if you took away the \$38,000, then it's only going up \$22,000. Wilson stated that is correct. Jensen continued that maybe next year we don't do that work or don't get that money to do the work.

Mullins wanted to weigh in. Let's say that's true; he doesn't know because he wants to grind the numbers more carefully than is being done on the fly here. One of the items HWA identified is \$40,000 for the CEPD history. His understanding is Jensen made a request of the CEPD to provide support for a film being done by the Captiva History Group, which we ultimately voted to do – or are considering to do for \$10,000. Now it looks like we're adding another \$40,000 for CEPD history; we didn't understand that when we committed \$10,000 to the people who are creating the film we would have \$40,000 worth of work to do to support the Captiva history. That's something I can't imagine anybody on the board thought we were making a \$50,000 commitment.

Jensen stated the HWA numbers show there was a \$59,000 overage from which you are asking. Mullins commented of which \$40,000 is allotted to history. Wilson clarified there is \$40,000 allotted in the budget for the history of the CEPD. Mullins said actually it was to create the film. Long before it was \$10,000 requested by Jensen, we brought this idea up before the history group asked us for money, so we slotted \$40,000 to create the film. Wilson stated all he did was try to provide the Board with portions of the existing budget that are available to fund pay increases for Administration. That's basically all he's doing with funding already allotted. Mullins stated that HWA is allotting the budget of the taxpayers of the District that don't necessarily belong to HWA to be able to allot. Wilson stated he's not claiming that. Mullins stated HWA is identifying where it would come from. Wilson clarified If you wanted to apply the funding for those purposes.

Mullins asked for a vote before Jensen asked for an extension of the discussion. Jensen wanted to comment first that he apologizes for not bringing this discussion question. He talked to HWA. The stuff he's bringing up now he thought of afterwards. Wilson stated gave a heads up to all the commissioners. He gave ten days with all the backup information and received no phone call

from any of the commissioners stating they have a problem with this or don't understand this, so he came into the meeting thinking everything was going well, and he wanted to read one thing here, because it's important for the record, and that is that after careful consideration of performance of our administration, listening to input from our commissioners, and consultation with Carolyn and Joe, HWA has proposed the changes for the administrative offices of the CEPD. To be very clear here, no commissioner brought this to him. This is input from various levels, mostly response from these two great individuals that he enjoys working with who he thinks are doing a great job, based on information they provided us and what we've researched, are underpaid for what they are doing. All he did was try to provide the Board with sources of funding within the existing budget that could be applied if so desire. He wants to make that clear. Jensen said thank you.

Mullins stated that whenever Wilson makes these points that are put out in email or provide information for feedback, the assumption that the unpaid commissioners who have other responsibilities and jobs will drop everything to read these things and get back to HWA within the time that HWA expected is unrealistic. Wilson asked how much time do you need? Mullins asked Wilson to excuse him, please don't talk while he is talking. It's unrealistic to expect commissioners to work on HWA's schedule. We have other jobs and other responsibilities. Mullins is probably among the most diligent if not THE most diligent in reading the stuff that comes out and paying attention and responding. At the same time there were a couple issues that came up on the newsletter; he immediately got back to Carolyn regarding when the agenda/newsletter and told her he was on a travel schedule and we will get done. He tries to work with her when there are demands on her time. These are things that have originated between the last meeting and the current meeting. He's sure there are commissioners who don't think about it until the day of the meeting or even then. His feeling that HWA's expectation that we drop everything...He sees all of this as Hans Wilson & Associates drama that has administration driving too much of our attention when we should be spending our time more on the renourishment, on the engineering, on getting the grants and so on and so forth. And he think that HWA is chewing up a lot of our time historically since Kathy resigned in dealing with HWA problems. HWA say it's a new administration; it's not a new administration. HWA is the administration – HWA is under contract; it's HWA's responsibility to make it as seamless as possible for the customer and HWA has done anything but that. Every time Mullins tries to point out issues with the planning, he sent HWA a very extensive email in January on what he wanted to see in those plans, and how we should use those plans, etc., etc., and HWA come back with one word "Understood." Everything HWA has done since then has shown HWA has no understanding whatsoever. Mullins thinks Commissioner Lanigan used a phrase "tin ear" in his email, if he's not mistaken, and the bottom line is HWA is not hearing, HWA is putting out what HWA wants, and Mullins think HWA hasn't spent enough attention understanding what the board wants, what the commissioners want

and how to make life easier to do the jobs that we do, so that we can focus on policy. So he's done. He would like to call the vote on this.

Jensen stated he just want to say he totally disagree with what Mullins said. The commissioners do have a responsibility here even if we are not paid. And that responsibility may be that they must communicate to say they need more time. And understand that it jeopardizes certain procedures that need to be done.

Mullins stated he thinks we need to disagree - that he is telling commissioners when they should spend time and when they shouldn't spend time. The fact of the matter is Mullins is at least one of the two most responsible if not THE most responsible of paying attention and reading the information and trying to give feedback. If anything, HWA has gone out of his way to push back big time on that over the course of the year that Mullins is giving too many requests to the staff, or that we want to prioritize the time he spends with them, etc., etc. So the fact of the matter is he thinks he goes above and beyond. He's not saying that other commissioners shouldn't spend more time and take more effort – they should. But at the end of the day he doesn't get to set the schedule. If it wasn't in the plan, it wasn't on the schedule, it wasn't in the task list of what we needed to do and when, then as far as he's concerned it doesn't exist until the next board meeting when the subject gets brought up. We can't talk to each other about these issues in between, so HWA didn't follow up. One time. HWA talked to Him and said they needed to meet. Mullins was out of town, let's do it on the phone. A week goes by and Mullins never heard from HWA. He called HWA a week later and never heard anything on it. The truth is that HWA is not being sufficiently responsive in Mullins' opinion to the needs and demands of the Board to be able to act on policy.

Jensen stated that he rates it as that we're failing as commissioners if we're not communicating that we need more time. Mullins stated Jensen's free to read it that way. Jensen started to say, "No, I'm" when Mullins requested Jensen speak for himself. Jensen stated he is speaking for himself. Mullins requested he not use "we". Jensen agreed to retract the "we" part for which Mullins thanked him. At this point, Commissioner Kaiser asked what are we voting on now – HWA's proposal?

Mullins stated he is asking us to take a vote (asked Jensen if he is ready to vote, Jensen replied "Yes I am) to increase the compensation for all the reasons explained here today under the contract to \$349,000 from \$290,000, am I reading that right? Weaver stated no, the increase is to \$290,106. Mullins asked what is the number being asked under the new contract? Is there a new attached contract?

Wilson answered it's from \$230,000 to \$290,106. Mullins asked where does the \$349,000 come from? The source of funds or something? Weaver replied yes. Mullins responded okay, and stated we are being asked to give HWA a

roughly \$60,000 increase on a roughly a \$300,000 so it's basically a 20% increase in the budget, approximately. Kaiser: asked if it was for salary? Wilson stated it goes directly to Joe and Carolyn. It's a pass through from HWA to them. All HWA does is maintain our 3% cost of living. That's all. Kaiser clarified so it's \$60,000 more? Mullins stated correct. Kaiser asked per year. Mullins stated if we agree to this, yes. Kaiser started a question of "So you will both be" when Mullins reiterated that we have a request to vote on the table so we can't continue the discussion. Kaiser asked how to vote when he doesn't have all the input? Mullins then requested to withdraw the motion and second. Kaiser wanted to ask another question? Mullins said sure. Kaiser started the question of "who made the" when Jensen asked if he made the motion, and if so, he wants to call for the vote.

Jensen voted Aye.

Mullins voted no.

Kaiser voted for it, yes and asked if he could now ask his question to which Mullins said sure. Kaiser asked what is your salary going to be after this?

Weaver answered \$103,000 and Kaiser asked for Joe's salary. Carolyn answered \$138,000. Kaiser then clarified that neither have any benefits whatsoever. Weaver replied correct, she buys her own.

ACTION REQUESTED: Execute Resolution 2019-08

WHY ACTION IS NECESSARY: To increase the funding to Hans Wilson & Associates.

WHAT THE ACTION ACCOMPLISHES: To bring the financial contracts for CEPD Administration more in line with those of other Special Districts.

This was covered in the previous vote, which did not pass as there was not a majority of the board.

f. SOP Commissioner Assistance

ACTION REQUESTED: Motion to approve updated Standard Operating Procedure entitled "Providing Administrative Assistance to Commissioners."

WHY ACTION IS NECESSARY: To maintain priorities for Administration

WHAT THE ACTION ACCOMPLISHES: Approves updates to outdated SOP to allow Administration to maintain priorities, while providing requested Commissioner support as time and priorities allow, as well as keeping the entire Board apprised of requests.

Chairman Mullins doesn't feel this follows the rule of procedure; either the rules of procedure need revised or the SOP needs to match our rules of procedure.

7. Old Business

a. Parking

1) Feasibility Study for 15295 Captiva Drive

Mr. Wagenti discussed the study to obtain this lot for public parking. The Board recommends to administration to reach out to the surrounding community for feedback before any formal proceedings with re-zoning or contract with the sellers.

Commissioner Kaiser moved

Chairman Mullins seconded the motion

Commissioner Jensen voted against

Commissioner Kaiser and Chairman Mullins voted in favor

Motion Did Not Pass

Discussion ensued regarding how to bring down the costs to the property owners for renourishment; adding bike racks, add parking, increase parking, shuttlebus, and other possibilities that we will keep working on finding.

2) Current Parking Lot

Wagenti reported the on the site plan and survey regarding the improvements to the Alison Hagerup Parking Lot. Chairman Mullins wants administration to send the proposed site plan to Commissioner Walter for review.

Discussion was also held regarding parking spot being decreased with these changes; costs; bids; pavers; etc. Additional bike parking may make up for those spots. Permitting will take 60-90 days. Mullins suggested we try to get TDC funding for upgrades.

Mullins would like administration to research, from the property management perspective, that all rental properties are considered through their management companies. Chairman also requested contacting Nancy Stroud to see if there is a loop hole regarding the status of vacation rentals and if they should be included, and need to research the definition of the public and their inclusion in vacation rentals. He mentioned asking Debbie Flack as well.

b. Website Compliance

Ms. Weaver went over the new website and stated it will go live within ten days. Chairman Mullins wants access to both websites to review and also for administration to explore utilizing a website review committee. He also would like any future phases of development to be proposed before the board before any work commences. He did say that he is fine with the website going live, as long as the other commissioners agree, which they did. After Mullins reviews the two then he will share his concerns or comments for updates or suggestions.

c. 2019 Save Our Water Summit

Ms. Weaver went over details of the summit meeting scheduled for August 21.

d. FSBPA Conference

Discussion ensued regarding the value of administration to attend these conferences and if so, that only one member of the administration attend. It was agreed both administrators should attend the FSBPA meeting.

e. ASPBA Conference

Chairman Mullins would like Ms. Weaver to present more information on how this conference would benefit CEPD, and decide which administrator would attend if approved.

8. New Business

Nancy Stroud P.A. – The Board discussed retaining of Nancy Stroud as she has moved into her own practice.

Commissioner Jensen moved
Commissioner Mullins seconded the motion
Motion carried unanimously

9. Administrators' Reports

Ms. Weaver discussed the timeline, specifically the Planning and Design phase of the upcoming renourishment project. Chairman Mullins asked the administration to obtain the APTIM timeline in order to better refine the CEPD timeline. He remembers a critical path plan.

10. Commissioners Comments

Commissioner Kaiser make sure we get the best prices for the renourishment that are possible.

Chairman Mullins suggested that CEPD hire an Independent engineering company to come in and review APTIM's plan and to also review the construction costs for the upcoming renourishment.

11. Adjournment

The meeting was adjourned at 3:47 pm.



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

South Seas Island Resort, Alpha Cone Room
September 26, 2019 @ 3:00 P.M.

Commissioners Present: Mike Mullins (Chair); Harry Kaiser (Secretary); Dave Jensen (Commissioner); Michael Lanigan (Vice Chair); Bob Walter (Treasurer)

Consultants Present: Carolyn Weaver (Administrator); Joe Wagenti (Deputy Administrator); Hans Wilson (Hans Wilson & Associates)

1. Call to Order

Chairman Mullins called the meeting to order at 3:01 pm.

2. Roll Call

The Chair called the roll and the results are outlined above.

3. Approval of August 12, 2019, Meeting Minutes

Commissioner Kaiser moved to approve the minutes.
Commissioner Jensen seconded the motion

Motion rescinded after discussion. Minutes will be revised and submitted for approval at the October board meeting.

Approval of September 12, 2019 Tentative Budget Hearing Meeting Minutes

Commissioner Jensen moved to approve the minutes.
Commissioner Kaiser seconded the motion

Motion carried unanimously

4. Public Comment

Ms. Weaver talked about Commissioner Jensen's retirement, and thanked him for his 25 years of service to the Board of the CEPD.

Motion by Commissioner Kaiser to recognizes Dave Jensen's 25 years of service
Commissioner Lanigan seconded the motion.

Motion carried unanimously

5. Financial Report ending August 31, 2019

Ms. Weaver gave a report on the current financial status.

Commissioner Walter wanted an explanation on the residual budget column.

Chairman Mullins questioned if we were done collecting special assessments (pg 18) and to get clarification on that section from the CPA.

Need to separate parking improvements from parking maintenance. CEPD consultants will discuss that with the CPA.

Chairman Mullins and Ms. Weaver discussed the current RFP's and that they will be addressed in the next board meeting.

6. ACTION ITEMS

a. Financial Information

ACTION REQUESTED: Motion to remove Commissioner Jensen from financial institutions (Bank of the Islands, SanCap Bank, AMEX) and approve another commissioner(s)

WHY ACTION IS NECESSARY: To update our contacts due to Commissioner Jensen resignation.

WHAT THE ACTION ACCOMPLISHES: Keeps the bank accounts current with proper signatories and keeps CEPD compliant.

Commissioner Kaiser moved to remove Commissioner Jensen.

Chairman Mullins seconded the motion.

Discussion: none

Motion carried unanimously

ACTION REQUESTED: Motion to close CEPD American Express and open Chase MC/VISA

WHY ACTION IS NECESSARY: To maintain a valid credit card for purchases after Commissioner Jensen resignation.

WHAT THE ACTION ACCOMPLISHES: Allows Administration to purchase necessary items that cannot be paid by check.

Commissioner Lanigan moved to close the account.

Commissioner Mullins seconded the motion.

Discussion ensued.

Ms. Weaver explained that we need to cancel the current AMEX card.

Discussion ensued about liability and whether Administration should be on the

card. Chairman Mullins asked Brian Cottrell about CEPD liability in the consultants use of the card. He proposed that our new insurance does not include consultants. He suggested as an alternative we can set up a text message to keep the board apprised of the purchases, as well as purchasing additional coverage to handle administration.

Commissioner Walter suggested instead of additional insurance coverage, the Board agree for a new card with a limit of \$2000- \$3000. Ms. Weaver explained the type of charges usually on the card. Chairman Mullins and Commissioner Walters will be the cardholders. Commissioner Walters suggested that CEPD consultants can start using reimbursement program and travel advances. Commissioner Walter discussed staying with American Express, the Chairman agreed. Chairman to be the main account holder

Motion carried unanimously

ACTION REQUESTED: Motion to approve paying off the Fifth/Third 2013-2014 Renourishment loan.

WHY ACTION IS NECESSARY: To pay off the remaining monies due on the 2013-2014 Renourishment Project.

WHAT THE ACTION ACCOMPLISHES: Pays off the remaining \$700,000 (due May, 2020) and saves the 1.87% fixed rate interest.

Commissioner Jensen moved to pay off the renourishment loan.

Commissioner Kaiser seconded the motion.

Discussion: Chairman Mullins discussed the CEPD's commitment through special assessment and the TDC. The Chairman explained why we should not pay down this loan.

Motion did not carry; denied.

ACTION REQUESTED: Motion to approve Investment proposal

WHY ACTION IS NECESSARY: To approve the moving of excess funds into investment funds instead of our current checking account

WHAT THE ACTION ACCOMPLISHES: Allows the District to receive higher interest on our funds (from 0.3% to a minimum of 1.9%) which creates additional revenue of \$30,000-60,000 annually.

Revised Motion for Commissioner Walter and Administration to work together for an updated proposal.

Commissioner Lanigan moved.

Commissioner Kaiser seconded the motion.

Discussion: It was discussed of using various institutions and why working with 5th/3rd would be beneficial. Board requested to provide an updated proposal for the next board meeting.

Motion carried unanimously

b. SOP for Appointing Commissioner

ACTION REQUESTED: Motion to approve new Standard Operating Procedure entitled “Appointing a Commissioner to a Vacant Seat.”

WHY ACTION IS NECESSARY: To provide consistency for appointing a Commissioner.

WHAT THE ACTION ACCOMPLISHES: Approves SOP on appointing a Commissioner when a seated Commissioner resigns mid-term. This will maintain consistency for all applicants to the position.

Discussion: There was a great deal of discussion regarding the procedure. Several suggestions were made. The final decision was that the SOP will be updated and distributed for discussion at the next Board meeting.

Chairman Mullins requested that we get the letters of interest. He then introduced two of the candidates, Dick Pyle and Rene Miville, and allowed them each 5 minutes to speak. John Silvia was not in attendance due to back surgery. Chairman reported that Linda Laird has chosen to remove herself from consideration.

Mr. Miville and Mr. Pyle spoke on their qualifications and interest in CEPD. Mr. Miville shared that he'd been here on Captiva for 33 years, back when Steve Cutler started beach nourishment, and then explained how the renourishments work. He was instrumental in creating the emergency response plan. He also worked in 2003 on getting Blind Pass open.

Relationship with decision makers. Team mindset. Very committed

Mr. Pyle also explained his qualification and eagerness to join CEPD.

Chairman Mullins explained the enabling legislation and it was also noted that the remaining commissioners are the ones to vote on the next commissioner.

Commissioner Lanigan stressed that each member should be on the ballot and the Board needs to decide on how to break a tie. He wants each candidate to understand the role on the Board. He also wanted all current Board members to decide on their commitment to the CEPD and if they want to step down, they should do so now while we have many candidates. He also asked that the Board finalize this process by the next board meeting.

All candidates will be invited to speak again at the October 7th Board meeting. (Commissioner Walter stepped out of the meeting at 3:59pm.)

Commissioner Jensen also stated that if any member wants to step down that now is the time to do so.

Commissioner Kaiser explained his tenure at CEPD from 2008 to present and the importance of CEPD to the island.

Commissioner Lanigan proposed an Emeritus position be created for a past commissioner who may want to stay engaged but doesn't have the time to devote to being a member. Administration will look into adding this honorary designation.

Commissioner Jensen discussed the formation of the subcommittee. Chairman Mullins agreed. Both the Emeritus and Subcommittee topics will be added to the October agenda.

Chairman Mullins discussed the need to limit 'excused' absences to maybe 3 meetings and what the ramifications of how many meetings missed. He asked the Board to determine what is excused versus non-excused, and to add that in Appendix A. He asked Ms. Weaver that she make sure they can call in to vote.

Commissioner Lanigan asked for clarification regarding how residency is handled. Ms. Weaver explained if you are a registered voter on Captiva, then you are eligible to be on the Board. Chairman Mullins expressed that the Board needs to follow enabling legislation and Commissioner Jensen agreed.

c. Administrative Changes – Hans Wilson

ACTION REQUESTED: Motion to approve Joe Wagenti as Administrator and Carolyn Weaver as Deputy Administrator and provide compensation commensurate with industry standards.

WHY ACTION IS NECESSARY: To better utilize the skills and experience of each individual in the proper position.

WHAT THE ACTION ACCOMPLISHES: Provides the Board with administrative support that better utilizes the skills and experience of both contractors, while maintaining the duplicity of tasks should either Administrator become indisposed.

Discussion: Mr. Wilson started the decision stating that the Board reserves the right to approve the new administrator, and by contract, the board needs to be consulted for approval.

Commissioner Lanigan wanted clarification on record keeping. Ms. Weaver shared we have about 25 boxes of old records in storage that could be digitized and then destroyed. Chairman Mullins asked about existing storage. It was explained the Board wanted a specific document from 1988 and the difficulty finding that document.

Commissioner Lanigan discussed the reasoning of the raise and if the current work will get done according to the current rate. Mr. Wilson replied it depends on how hard the administration is willing to work. Commissioner Lanigan stated it is an uneasy 'trinity' between the Board, Hans Wilson and Associates (HWA), and the Administration in how to move forward as to special projects and day to day operations. The discussion went into the details of the current contract, the expectation of HWA and the differences between employee and contractor. The scope of the management services agreement was also discussed.

Commissioner Lanigan stated his opinion that he uncomfortable on how we are working together and may be limited in direction due to the nature of the contract. He doesn't see tasks changing but only sees titles changing.

Chairman Mullins stated that the July 30th meeting was provided for the general budget for this year and HWA was late in providing the request.

Motion to recess until after the budget meeting (5:01pm)

Commissioner Kaiser made the motion to recess the meeting. Commissioner Mullins seconded the motion.

Motion carried unanimously

Meeting Re-called to Order (5:24 pm)

d. Tentative Apportionment – Dr. William Stronge

Dr. Stronge referred to his written memorandum and discussion ensued on the common elements throughout Captiva. He went into the land use codes and how Gulf Way is different in that is a Right of Way and not a common element. He explained the benefit-based method and how properties on the beach pay a higher rate. Commercial properties pay a higher millage rate than residential. He explained the big difference in storm protection in that Commercial value is quite small compared to residential. Proposed a new study that is in the current proposal. Dr. Jackson studied all properties that are renting.

Dr. Stronge explained that instead of using surveys to determine beach usage, that we should extend the homestead exemption to single family properties. Commissioner Lanigan requested to find out the limit of days a homeowner can rent. The answer is they cannot rent more than 30 days for more than 2 years in a row; if so, then homestead exemption is lost.

Commissioner Jensen, in regards to Sunset Captiva, asked if a large portion of storm assessment is still proposed and is commercial properties getting a true assessment.

Dr. Stronge explained the possibility of phasing properties; average rate of erosion (determined by engineer). Zone 1 versus zone 2, etc. This process was done for two renourishments, but it took the engineer to get involved in order to determine the conditions are different from one zone to the next.

*Commissioner Walter stepped out at 6:03pm, Commissioner Kaiser left the meeting at this time as well.

Commissioner Lanigan is in favor of phasing due to stark differences in the zone millage rate.

Commissioner Mullins is convinced going to ad valorem can be chaotic. He also wanted it noted that the referendum and tentative apportionment are separate events.

Commissioner Lanigan wanted more clarification on the Gulf Way and its real use of being 40' wide. He also stressed the Board needs to resolve this issue as in the scheme of the entire apportionment is not a lot of value either way. He also wants the Board to look into more storm assessments and having private beach access has any weight to their assessment.

Commissioner Mullins explained the penalization process of condo owners.

Discussion resume regarding Section c. Administrative Changes – Hans Wilson

ACTION REQUESTED: Execute Resolution 2019-08

WHY ACTION IS NECESSARY: To increase the funding to Hans Wilson & Associates.

WHAT THE ACTION ACCOMPLISHES: To bring the financial contracts for CEPD Administration more in line with those of other Special Districts.

Commissioner Jensen moved

Commissioner Kaiser seconded the motion

Discussion held with Chairman Mullins, Commissioner Lanigan, and Mr. Wilson discussed the general communication between the Board and HWA.

Ms. Weaver explained both Administration positions, the reasoning of the switch, and TDC funding.

Commissioner Jensen asked about guaranteed funding from the TDC and it was explained it is not guaranteed annually, but it will go in for funding each year. He also wanted to consider employing administrators again and felt the Board should not go that route.

Commissioner Lanigan of the description of duties and the rates as compared to other positions. He discussed using a baseline of previous administration; Mr. Wilson explained further description of duties. Commissioner Lanigan expressed his intent to vote no.

Chairman Mullins discussed the HWA contract from inception and overall displeasure; Mr. Wilson took exception to that and left the meeting at 6:45 pm. Chairman Mullins explained his relationship with Ms. Rooker and Mr. Grant. He then went into the reasoning of upgrading to the deputy administrator position. He expressed moving forward with Ms. Weaver and Mr. Wagenti, including a meeting between administration and the Chairman, which will be done.

Motion did not carry

e. New Insurance Proposal

ACTION REQUESTED: Motion to approve updated insurance

WHY ACTION IS NECESSARY: To combine our existing policies

WHAT THE ACTION ACCOMPLISHES: Provides coverage that is tailored to our needs and saves costs without cutting on coverage.

Motion for \$2M coverage and rejecting the \$3M and \$5M

Commissioner Jensen moved
Chairman Mullins seconded the motion
Discussion ensued.

Motion carried (Mullins, Jensen, and Lanigan approved)

7. Old Business

- a. Tentative Apportionment – Dr. William Stronge
This topic was discussed earlier due to the late hour.

All remaining items from the agenda were moved to the October 7, 2019 Board meeting.

Meeting adjourned at 7:00 p.m.

DRAFT

Minutes

Final Budget Hearing of the Captiva Erosion Prevention District

South Seas Island Resort, Alpha Cone Room, Captiva, Florida
September 26, 2019 @ 5:01 P.M.

Commissioners Present: Mike Mullins, Chairman; Mike Lanigan, Vice-Chair; Bob Walter, Treasurer; Harry Kaiser, Secretary; Dave Jensen

Staff Present: Carolyn Weaver, Administrator; Joe Wagenti, Deputy Administrator.

1. Call to Order

Chairman Mullins called the meeting to order at 5:01 P.M.

2. Roll Call

The Chair called the roll and the results are outlined above.

3. Adoption of Final Millage Rate

Chairman Mullins read Resolution 2019-11 into the record, stating the FY2019/2020 tentative operating millage rate is 0.4291 mills, which is greater than the rolled back rate of 0.2945 mills by 45.7%.

Public Comment: None.

Commissioner Kaiser moved to adopt Resolution 2019-09 as stated. Chairman Mullins seconded the motion. Motion passed unanimously.

4. Adoption of Final Budget

Chairman Mullins read Resolution 2019-12 into the record, stating the FY2019/2020 Final General Budget is in the amount of \$643,450. Commissioner Kaiser moved to adopt Resolution 2019-12 as stated. Commissioner Jensen seconded the motion. Motion passed unanimously.

Adjourn

There being no further business, the meeting was adjourned at 5:24 P.M.

Captiva Erosion Prevention District
 General Fund - Budget Performance Summary
 For the One and 12 Months Ended September 30, 2019

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Sept '19	Budget - Sept '19	Variance - Sept '19	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Ad Valorem Tax	\$ -	\$ 3,183.33	\$ (3,183.33)	\$ 407,100.57	\$ 449,936.00	\$ (42,835.43)	\$ 449,936.00	\$ 42,835.43
Interest income - Other	21.40	19.00	2.40	303.05	248.00	55.05	250.00	0.00
Other Income	200.00	600.00	(400.00)	17,509.36	5,000.00	12,509.36	5,000.00	0.00
Total Income	221.40	3,802.33	(3,580.93)	424,912.98	455,184.00	(30,271.02)	455,186.00	42,835.43
Gross Profit	221.40	3,802.33	(3,580.93)	424,912.98	455,184.00	(30,271.02)	455,186.00	42,835.43
Expense								
Administrative expenses	4,734.97	13,170.00	(8,435.03)	67,370.02	195,038.00	(127,667.98)	195,000.00	133,556.77
Capital outlay	0.00	0.00	0.00	1,320.00	4,000.00	(2,680.00)	4,000.00	2,680.00
Reserves	7,473.84	7,473.83	0.01	89,686.08	89,686.00	0.08	89,686.00	0.00
Cost of collecting Ad Valorem	0.00	0.00	0.00	9,746.80	10,182.00	(435.20)	11,500.00	1,907.58
Legal and professional fees	10,936.50	12,583.33	(1,646.83)	151,747.01	155,000.00	(3,252.99)	155,000.00	3,652.99
Total Expense	23,145.31	33,227.16	(10,081.85)	319,869.91	453,906.00	(134,036.09)	455,186.00	141,797.34
Net Ordinary Income	(22,923.91)	(29,424.83)	6,500.92	105,043.07	1,278.00	103,765.07	0.00	(98,961.91)
Transfer to Capital Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Income	\$ (22,923.91)	\$ (29,424.83)	\$ 6,500.92	\$ 105,043.07	\$ 1,278.00	\$ 103,765.07	\$ -	\$ (98,961.91)

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 12 Months Ended September 30, 2019

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Sept '19	Budget - Sept '19	Variance - Sept '19	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Ad Valorem Tax								
Grant Local	\$ -	\$ 3,183.33	(3,183.33)	\$ -	\$ 38,200.00	(38,200.00)	\$ 38,200.00	38,200.00
Ad Valorem taxes	-	-	-	407,100.57	411,736.00	(4,635.43)	411,736.00	4,635.43
Total Ad Valorem Tax	0.00	3,183.33	(3,183.33)	407,100.57	449,936.00	(42,835.43)	449,936.00	42,835.43
Interest income - Other	21.40	19.00	2.40	303.05	248.00	55.05	250.00	0.00
Other Income	200.00	600.00	(400.00)	17,509.36	5,000.00	12,509.36	5,000.00	0.00
Total Income	221.40	3,802.33	(397.60)	424,912.98	455,184.00	(30,271.02)	455,186.00	42,835.43
Gross Profit	221.40	3,802.33	(3,580.93)	424,912.98	455,184.00	(30,271.02)	455,186.00	42,835.43
Expense								
Administrative expenses								
Advertising	0.00	0.00	0.00	1,003.06	4,000.00	(2,996.94)	4,000.00	2,996.94
Bank Service Charges	0.00	0.00	0.00	76.00	38.00	38.00	0.00	0.00
Beach Maintenance Monitor	0.00	3,200.00	(3,200.00)	0.00	38,200.00	(38,200.00)	38,200.00	38,200.00
Board Approved special projects	0.00	3,000.00	(3,000.00)	3,629.50	30,000.00	(26,370.50)	30,000.00	26,370.50
Board meeting expenses	0.00	0.00	0.00	0.00	500.00	(500.00)	500.00	500.00
Copier lease expense	137.31	150.00	(12.69)	1,964.09	3,000.00	(1,035.91)	3,000.00	1,035.91
Dues and subscriptions	500.00	0.00	500.00	4,490.00	800.00	3,690.00	800.00	0.00
General insurance	0.00	2,600.00	(2,600.00)	5,215.00	10,500.00	(5,285.00)	10,500.00	5,285.00
History of CEPD	0.00	0.00	0.00	0.00	40,000.00	(40,000.00)	40,000.00	40,000.00
Newsletter expense	638.55	0.00	638.55	1,120.61	1,500.00	(379.39)	1,500.00	379.39
Office expense	191.38	700.00	(508.62)	7,475.41	6,000.00	1,475.41	6,000.00	0.00
Postage	13.12	0.00	13.12	646.28	1,500.00	(853.72)	1,500.00	853.72
Referendum	0.00	0.00	0.00	8,954.76	20,000.00	(11,045.24)	20,000.00	11,045.24
Rent expense	1,431.05	1,500.00	(68.95)	17,102.80	18,000.00	(897.20)	18,000.00	897.20
Repairs	0.00	0.00	0.00	160.00	1,000.00	(840.00)	1,000.00	840.00
Telephone	325.38	300.00	25.38	4,160.69	3,500.00	660.69	3,500.00	0.00
Travel and per diem	731.06	1,000.00	(268.94)	2,894.42	7,000.00	(4,105.58)	7,000.00	4,105.58
Utilities	245.58	220.00	25.58	2,024.69	2,000.00	24.69	2,000.00	0.00
Website & Computer maintenance	521.54	500.00	21.54	6,452.71	7,500.00	(1,047.29)	7,500.00	1,047.29
Total Administrative expenses	4,734.97	13,170.00	(8,435.03)	67,370.02	195,038.00	(127,667.98)	195,000.00	133,556.77
Capital outlay								
Equipment purchases	0.00	0.00	0.00	1,320.00	4,000.00	(2,680.00)	4,000.00	2,680.00
Total Capital outlay	0.00	0.00	0.00	1,320.00	4,000.00	(2,680.00)	4,000.00	2,680.00
Consulting and Professional Fees								
Consulting	9,575.00	9,583.33	(8.33)	115,400.00	115,000.00	400.00	115,000.00	0.00
Professional Fees	1,361.50	3,000.00	(1,638.50)	36,347.01	40,000.00	(3,652.99)	40,000.00	3,652.99
Total Legal and professional fees	10,936.50	12,583.33	(1,646.83)	151,747.01	155,000.00	(3,252.99)	155,000.00	3,652.99
Cost of collecting Ad Valorem								
Property tax appraiser fees	0.00	0.00	0.00	1,592.42	2,183.00	(590.58)	3,500.00	1,907.58
Tax collector commissions	0.00	0.00	0.00	8,154.38	7,999.00	155.38	8,000.00	0.00
Total Cost of collecting Ad Valorem	0.00	0.00	0.00	9,746.80	10,182.00	(435.20)	11,500.00	1,907.58
Reserves								
Operating Reserves	7,473.84	7,473.83	0.01	89,686.08	89,686.00	0.08	89,686.00	0.00
Total Reserves	7,473.84	7,473.83	0.01	89,686.08	89,686.00	0.08	89,686.00	0.00

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

Captiva Erosion Prevention District
 General Fund - Budget Performance Detail
 For the One and 12 Months Ended September 30, 2019

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Sept '19	Budget - Sept '19	Variance - Sept '19	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Total Expense	23,145.31	33,227.16	(10,081.85)	319,869.91	453,906.00	(134,036.09)	455,186.00	141,797.34
Net Ordinary Income	(22,923.91)	(29,424.83)	6,500.92	105,043.07	1,278.00	103,765.07	0.00	(98,961.91)
Transfer to Capital Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Income	\$ (22,923.91)	\$ (29,424.83)	\$ 6,500.92	\$ 105,043.07	\$ 1,278.00	\$ 103,765.07	\$ -	\$ (98,961.91)

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

CEPD - GENERAL FUND
Balance Sheet

	<u>Sept 30, 2019</u>
ASSETS	
Current Assets	
Checking/Savings	
S.B.A. Account	\$ 117.96
BOTI Checking	911,200.36
Total Checking/Savings	<u>911,318.32</u>
Other Current Assets	
Due from Capital Projects Fund	169,288.96
Total Other Current Assets	<u>169,288.96</u>
 Total Current Assets	 <u>1,080,607.28</u>
 TOTAL ASSETS	 <u>\$ 1,080,607.28</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Due to Capital Projects Fund	\$ 470,644.30
Total Other Current Liabilities	<u>470,644.30</u>
 Total Current Liabilities	 <u>470,644.30</u>
 Total Liabilities	 470,644.30
Equity	
Fund Balance	504,919.91
Net Income	105,043.07
Total Equity	<u>609,962.98</u>
 TOTAL LIABILITIES & EQUITY	 <u>\$ 1,080,607.28</u>

Captiva Erosion Prevention District
 Capital Projects Fund - Budget Performance Summary
 For the One and 12 Months Ended September 30, 2019

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Sept '19	Budget - Sept '19	Variance - Sept '19	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Grant Income	\$ 62,933.74	\$ -	\$ 62,933.74	\$ 142,383.54	\$ 1,713,833.00	\$ (1,571,449.46)	\$ 179,100.00	\$ 80,230.21
Interest Income	48.83	31.00	17.83	697.85	501.00	196.85	500.00	0.00
Other miscellaneous income	0.00	0.00	0.00	9,625.00	0.00	9,625.00	0.00	0.00
Parking Lot Revenue	27,915.05	19,856.00	8,059.05	396,738.38	340,000.00	56,738.38	340,000.00	0.00
Transfer from General Fund	0.00	0.00	0.00	216.77	0.00	216.77	0.00	0.00
Reserves - General	7,473.84	7,473.75	0.09	89,686.08	89,685.00	1.08	89,685.00	0.00
Special Assessments	2,795.61	509.00	2,286.61	385,631.28	280,000.00	105,631.28	280,000.00	0.00
Total Income	101,167.07	27,869.75	73,297.32	1,024,978.90	2,424,019.00	(1,399,040.10)	889,285.00	80,230.21
Expense								
Advertising	0.00	0.00	0.00	2,155.20	2,000.00	155.20	2,000.00	0.00
Annual memberships & fees	0.00	0.00	0.00	500.00	2,000.00	(1,500.00)	2,000.00	1,500.00
Bank service charges	0.00	0.00	0.00	25.00	0.00	25.00	0.00	0.00
Beach maintenance	0.00	0.00	0.00	83.98	0.00	83.98	0.00	0.00
Capital Expenses	0.00	0.00	0.00	12,306.47	0.00	12,306.47	0.00	0.00
Cost of Assessment Collections	2,979.52	162.00	2,817.52	3,895.82	1,000.00	2,895.82	1,000.00	0.00
Engineering (CP)	0.00	20,000.00	(20,000.00)	0.00	20,000.00	(20,000.00)	20,000.00	20,000.00
Grant Reimbursement	0.00	0.00	0.00	0.00	408,831.00	(408,831.00)	0.00	0.00
Insurance	0.00	0.00	0.00	16,107.25	15,000.00	1,107.25	15,000.00	0.00
Permit Modifications	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Post Hurricane Irma Study	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Parking lot expenses	5,753.47	6,167.00	(413.53)	127,820.36	189,401.00	(61,580.64)	189,400.00	44,915.31
Project Management Support	13,809.00	24,583.00	(10,774.00)	146,887.59	273,000.00	(126,112.41)	273,000.00	126,112.41
Renourishment 2013/14	0.00	0.00	0.00	6,781.09	0.00	6,781.09	0.00	0.00
Renourishment 2021/2022	0.00	0.00	0.00	60,256.51	0.00	60,256.51	0.00	0.00
Rent	423.97	438.00	(14.03)	5,173.40	5,268.00	(94.60)	7,500.00	2,326.60
Redfish Pass	0.00	0.00	0.00	4,546.30	0.00	4,546.30	0.00	0.00
Storage of records	245.89	233.33	12.56	2,947.08	2,800.00	147.08	2,800.00	0.00
Total Expense	23,211.85	51,583.33	(28,371.48)	389,486.05	919,300.00	(529,813.95)	512,700.00	194,854.32
Net Ordinary Income (Loss)	77,955.22	(23,713.58)	101,668.80	635,492.85	1,504,719.00	(869,226.15)	376,585.00	(114,624.11)
Other Expense								
Debt Service - Interest	0.00	0.00	0.00	26,180.00	26,000.00	180.00	26,000.00	0.00
Debt Service - Principal	0.00	0.00	0.00	700,000.00	70,000.00	630,000.00	700,000.00	0.00
Net Income	\$ 77,955.22	\$ (23,713.58)	\$ 101,668.80	\$ (90,687.15)	\$ 1,408,719.00	\$ (1,499,406.15)	\$ (349,415.00)	\$ (114,624.11)

****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 12 Months Ended September 30, 2019

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Sept '19	Budget - Sept '19	Variance - Sept '19	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Grant Income - Local	\$ 62,933.74	\$ -	\$ 62,933.74	\$ 98,869.79	\$ 146,100.00	\$ (47,230.21)	\$ 146,100.00	\$ 47,230.21
Grant Income - State	0.00	0.00	0.00	0.00	33,000.00	(33,000.00)	33,000.00	33,000.00
Grant Income - Federal (FEMA)	0.00	0.00	0.00	43,513.75	1,534,733.00	(1,491,219.25)	0.00	0.00
Interest Income	48.83	31.00	17.83	697.85	501.00	196.85	500.00	0.00
Other miscellaneous revenues	0.00	0.00	0.00	9,625.00	0.00	9,625.00	0.00	0.00
Parking Lot Revenue	27,915.05	19,856.00	8,059.05	396,738.38	340,000.00	56,738.38	340,000.00	0.00
Refund Unused Project Costs	0.00	0.00	0.00	216.77	0.00	216.77	0.00	0.00
Reserves - General	7,473.84	7,473.75	0.09	89,686.08	89,685.00	1.08	89,685.00	0.00
Special Assessments		0.00			0.00			
Special Assessments Principal	2,716.62	500.00	2,216.62	355,322.12	250,000.00	105,322.12	250,000.00	0.00
Special Assessments - Interest	78.99	9.00	69.99	30,309.16	30,000.00	309.16	30,000.00	0.00
Total Special Assessments	2,795.61	509.00	2,286.61	385,631.28	280,000.00	105,631.28	280,000.00	0.00
Total Income	101,167.07	27,869.75	73,297.32	1,024,978.90	2,424,019.00	(1,399,040.10)	889,285.00	80,230.21
Expense								
Advertising	0.00	0.00	0.00	2,155.20	2,000.00	155.20	2,000.00	0.00
Annual memberships & fees	0.00	0.00	0.00	500.00	2,000.00	(1,500.00)	2,000.00	1,500.00
Bank service charges	0.00	0.00	0.00	25.00	0.00	25.00	0.00	0.00
Beach Maintenance	0.00	0.00	0.00	83.98	0.00	83.98	0.00	0.00
Capital Expense	0.00	0.00	0.00	12,306.47	0.00	12,306.47	0.00	0.00
Cost of Assessment Collections	2,979.52	162.00	2,817.52	3,895.82	1,000.00	2,895.82	1,000.00	0.00
Engineering (CP)	0.00	20,000.00	(20,000.00)	0.00	20,000.00	(20,000.00)	20,000.00	20,000.00
Grant Reimbursement	0.00	0.00	0.00	0.00	408,831.00	(408,831.00)	0.00	0.00
Insurance	0.00	0.00	0.00	16,107.25	15,000.00	1,107.25	15,000.00	0.00
Permit Modification	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Post Hurricane Irma Survey	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Redfish Pass								
Geo-Technical Investigation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Redfish Pass Study	0.00	0.00	0.00	2,896.30	0.00	2,896.30	0.00	0.00
Redfish IMP	0.00	0.00	0.00	1,650.00	0.00	1,650.00	0.00	0.00
Parking lot expenses								
Credit card fees	1,067.07	547.00	520.07	10,456.10	9,001.00	1,455.10	9,000.00	0.00
Machine warranty	0.00	0.00	0.00	0.00	1,400.00	(1,400.00)	1,400.00	1,400.00
Parking lot equipment	0.00	0.00	0.00	4,270.00	73,000.00	(68,730.00)	73,000.00	
Parking maintenance	1,765.57	3,500.00	(1,734.43)	29,723.44	40,000.00	(10,276.56)	40,000.00	10,276.56
Portable toilets	985.00	575.00	410.00	57,781.00	8,000.00	49,781.00	8,000.00	0.00
Signage	0.00	0.00	0.00	0.00	1,500.00	(1,500.00)	1,500.00	1,500.00
Site Prep and Construction	0.00	0.00	0.00	3,761.25	35,000.00	(31,238.75)	35,000.00	31,238.75
Utilities	0.00	50.00	(50.00)	0.00	500.00	(500.00)	500.00	500.00
Sales tax expense	1,935.83	1,495.00	440.83	21,828.57	21,000.00	828.57	21,000.00	0.00
Total Parking lot expenses	5,753.47	6,167.00	(413.53)	127,820.36	189,401.00	(61,580.64)	189,400.00	44,915.31
Project Management Support								
Professional Fees	4,234.00	12,583.00	(8,349.00)	31,987.59	155,000.00	(123,012.41)	155,000.00	123,012.41
Project Consultant	9,575.00	12,000.00	(2,425.00)	114,900.00	118,000.00	(3,100.00)	118,000.00	3,100.00
Total Project Management Support	13,809.00	24,583.00	(10,774.00)	146,887.59	273,000.00	(126,112.41)	273,000.00	126,112.41
Renourishment 2013/14								
Mobilization, Dredging & Fill	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Monitoring - Sea Turtle	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

***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 12 Months Ended September 30, 2019

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Sept '19	Budget - Sept '19	Variance - Sept '19	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Post Construct Survey & Report	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Beach Maintenance	0.00	0.00	0.00	6,781.09	0.00	6,781.09	0.00	0.00
Total Renourishment 2013/14 Design Phase	0.00	0.00	0.00	6,781.09	0.00	6,781.09	0.00	0.00
Renourishment 2021/2022								
Mail Survey	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Engineering Report/Storm Damage Analysis	0.00	0.00	0.00	38,594.50	0.00	38,594.50	0.00	0.00
Project Benefit Analysis	0.00	0.00	0.00	18,062.01	0.00	18,062.01	0.00	0.00
Summer Recreational Survey	0.00	0.00	0.00	3,200.00	0.00	3,200.00	0.00	0.00
Winter Recreational Survey	0.00	0.00	0.00	400.00	0.00	400.00	0.00	0.00
Total Renourishment 2021/2022	0.00	0.00	0.00	60,256.51	0.00	60,256.51	0.00	0.00
Rent	423.97	438.00	(14.03)	5,173.40	5,268.00	(94.60)	7,500.00	2,326.60
Storage of records	245.89	233.33	12.56	2,947.08	2,800.00	147.08	2,800.00	0.00
Total Expense	23,211.85	51,583.33	(28,371.48)	389,486.05	919,300.00	(529,813.95)	512,700.00	194,854.32
Other Income/Expense								
Debt Service - Interest	0.00	0.00	0.00	26,180.00	26,000.00	180.00	26,000.00	0.00
Debt Service - Principal	0.00	0.00	0.00	700,000.00	70,000.00	630,000.00	700,000.00	0.00
Total Other Income/Expense	0.00	0.00	0.00	726,180.00	96,000.00	630,180.00	726,000.00	0.00
Net Ordinary Income (Loss)	77,955.22	(23,713.58)	101,668.80	(90,687.15)	1,408,719.00	(1,499,406.15)	(349,415.00)	(114,624.11)
Net Income	\$ 77,955.22	\$ (23,713.58)	\$ 101,668.80	\$ (90,687.15)	\$ 1,408,719.00	\$ (1,499,406.15)	\$ (349,415.00)	\$ (114,624.11)

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

CEPD - CAPITAL PROJECTS FUND
Balance Sheet

Sept 30, 2019

ASSETS

Current Assets

Checking/Savings

BOTI Checking

\$ 2,172,719.89

Sanibel Captiva Bank - CD

247,080.00

SBA

223,671.58

Total Checking/Savings

2,643,471.47

Other Current Assets

Due From General Fund

470,644.30

Total Other Current Assets

470,644.30

Total Current Assets

3,114,115.77

TOTAL ASSETS

\$ 3,114,115.77

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Due to General Fund

\$ 169,288.96

Total Current Liabilities

169,288.96

Total Liabilities

169,288.96

Equity

Fund Balance

3,035,513.96

Net Income

(90,687.15)

Total Equity

2,944,826.81

TOTAL LIABILITIES & EQUITY

\$ 3,114,115.77

5/3 Loan (Princ due each May)

Amount borrowed

\$ 9,600,000.00

Payments made - FYE 09/30/14

(5,400,000.00)

Payments made - FYE 09/30/15

(700,000.00)

Payments made - FYE 09/30/16

(700,000.00)

Payments made - FYE 09/30/17

(700,000.00)

Payments made - FYE 09/30/18

(700,000.00)

Payments made - FYE 09/30/19

(700,000.00)

\$ 700,000.00

CAPTIVA EROSION PREVENTION DISTRICT
RESERVE ACCUMULATIONS
FISCAL YEAR ENDING 9/30/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19
Beginning Balance	\$ 1,656,405	\$ 1,673,442	\$ 1,693,522	\$ 1,718,667	\$ 1,741,244	\$ 1,761,461	\$ 1,789,051	\$ 1,826,908	\$ 1,864,766	\$ 1,885,914	\$ 1,881,120	\$ 1,902,171
Reserves Transferred In												
Parking Revenue	20,799	25,154	31,129	28,305	26,533	37,993	44,826	44,826	36,861	43,887	32,209	27,915
Operating Reserves												
Total Reserves Transferred In	20,799	25,154	31,129	28,305	26,533	37,993	44,826	44,826	36,861	43,887	32,209	27,915
NonProject Costs Expended												
Advertising	-	-	-	-	-	-	-	-	-	-	-	-
Bank charges	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Parking Lot Expenses	3,168	4,453	5,336	5,095	5,533	9,753	6,296	6,296	14,951	48,005	10,468	5,753
Project Manual	-	-	-	-	-	-	-	-	-	-	-	-
Rent	348	376	404	388	537	405	427	427	516	429	445	424
Storage	245	245	245	245	246	246	246	246	246	246	246	246
Total NonProject Costs Expended	3,761	5,074	5,984	5,728	6,316	10,404	6,969	6,969	15,713	48,680	11,159	6,423
Increase (Decrease) in Reserves	17,037	20,080	25,144	22,577	20,217	27,590	37,857	37,857	21,148	(4,793)	21,051	21,492
Total Accumulated Reserves	\$ 1,673,442	\$ 1,693,522	\$ 1,718,667	\$ 1,741,244	\$ 1,761,461	\$ 1,789,051	\$ 1,826,908	\$ 1,864,766	\$ 1,885,914	\$ 1,881,120	\$ 1,902,171	\$ 1,923,663



Captiva Erosion Prevention District (CEPD)

Board of Commissioners

Standard Operating Procedure

for

Appointing a Commissioner to a Vacant Seat

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DOCUMENT HISTORY

Revision date	What was revised	Effective date	Author
7/18/2019	New-Original	08/10/2019	CLW

BACKGROUND AND DESCRIPTION

The CEPD Board consists of five Commissioners. Commissioners are elected to serve a four-year term. When a Board seat becomes vacant prior to an election, the remaining Commissioners appoint someone to fill the seat.

PURPOSE

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

PROCEDURE PARTICIPANTS

The following are participants in this SOP:

CEPD Administrators
CEPD Commissioners

FREQUENCY

The steps in this SOP are performed when there is a vacancy on the Board of Commissioners due to resignation, death, or removal.

STEPS

The CEPD shall solicit applications to fill a Commissioner's position.

Solicitation shall be made as follows:

1. Announce vacancy at the next Board meeting.
2. Send a Beach Brief announcing vacancy.
3. Announce vacancy at next Captiva Community Panel meeting.
4. Place an advertisement in the local newspaper.

Applicants will be requested to submit a letter of interest, as well as a resume, c. vitae, or other background information.

Upon receipt of all applications, submitted information will be distributed to current Commissioners.

Each applicant will be requested to attend a scheduled board meeting to present their qualifications. Each Commissioner will then have time to ask the individual any questions. Each applicant will be provided an equal amount of time at the discretion of the Chairman.

Upon completion of the interviews, each Commissioner shall rank the applicants in order of preference with the top applicant receiving the numerical value of one (1) and the next highest applicant receiving the numerical value of two (2) and the ranking process continuing through the remaining number of applicants. These rankings shall be provided to the Board Secretary (or an appointee) who will tally each ranking as follows:

- The person with the most #1 votes is announced and the call for motion, second, and vote will be taken.
- In the case of a tie, tally the total votes cast for the tied applicant
- The winner is the person with the lowest total is announced and the call for motion, second and vote is taken.
- If there is still a tie, discussion should ensure and a vote taken again.
- Re-tally with the most #1 votes.

Should the motion fail, subsequent motion(s) shall be considered until the Board fills the vacancy.

Please appointment on the agenda as soon as practicable.

MONITORING

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

The CEPD Commissioners are responsible for appointing the new Commissioner.

PERFORMANCE MEASURES

1. Public solicitations were made.
2. Resumes and contact information was received and distributed.
3. Board Secretary confirms tally and announces at meeting.

RELATED SOP'S

SOP for Supporting General Elections
SOP for Regular Board Meeting Support
SOP for Special Board Meeting and Emergency Board Meeting
SOP for Providing Administrative Assistance to CEPD Commissioners
Appendix A: Requirements and Expectations

Appendix B: Why Become a Commissioner of the Captiva Erosion Prevention District?

DRAFT

APPENDIX A

Captiva Erosion Prevention District Board of Commissioners Requirements and Expectations

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

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

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

Expectations:

- Attendance at the monthly Board meeting, and the following (as listed in the Rules and Regulations):
 1. Must vote on every motion in which he/she has no personal interest. A commissioner may not abstain unless he/she has a bona fide conflict of interest as defined in Section 112.3143, F.S., as amended.
 2. May, only after recognition by the Chair, introduce motions, discuss subjects and vote.
 3. May request to consider a subject informally, if no objection. If there is objection, he/she is obliged to put a motion which must be seconded to determine the result by a majority

- vote. This is debatable, but not amendable.
4. May appeal a decision of the Chair without a second. This is debatable if the question was debatable, is not amendable and is decided by a majority vote.
 5. May move to refer the subject to the next regular meeting. This is seconded, decided by a majority vote, is debatable and amendable.
 6. May informally request a recess in a meeting for a reasonable time. If there is an objection, the Commissioner shall state the request in the form of a motion, which must be seconded, to determine the result by a majority vote. The length of time of the recess and the time the meeting will be reconvened must be announced before recessing. A meeting may not be recessed for more than five hours and must be reconvened the same day.
 7. If no motion is pending, may move to adjourn. Upon the completion of the agenda, an adjourned meeting may be "moved" by specifying time and date of the next regular meeting. These motions are seconded and decided by a majority vote. They are not debatable, but are amendable as to time.
- Attendance at the weekly workshop (on Thursdays at 1:00PM) is expected whenever possible. These meetings are often cancelled.

APPENDIX B

Why Become a Commissioner of the Captiva Erosion Prevention District?

- Because you are community-oriented
- Because you care about preserving and sustaining the coastal environment
- Because you recognize the benefits beach renourishment bring to both the community and local economy.
- Because you want to make sure Captiva is a viable and thriving community well into the future

How to Become a Commissioner?

Elected

You must be a registered Captiva voter residing within the District.
You are elected by the qualified electors residing within the District.
Positions come up for election every two years.

Appointed

If a vacancy occurs on the Board due to the resignation, death, or removal of a Board member, the remaining members may appoint a qualified person to fill out the remainder of the unexpired term.

What is Expected of a Commissioner?

- Attendance at the monthly Board meeting.
- Attendance at the Briefing Meetings, if possible. (These are often cancelled and are not mandatory.)
- Vote on every motion in which there is no personal interest or conflict of interest.
- Request items be placed on the meeting agenda, introduce motions and resolutions, and discuss subjects.
- Attend CEPD public hearings, emergency meetings, special meetings, and workshops..
- Any commissioner can serve as an officer (Chair, Vice-Chair, Secretary, or Treasurer) if and when elected by the other commissioners.

Other

Commissioners serve a four-year term.
Commissioners receive no compensation.

BOARD OF COMMISSIONERS APPOINTMENT

Please rank in order of your choice, 1 is first choice, 2 is second choice, 3 is third choice.

Nominee 1 _____

Nominee 2 _____

Nominee 3 _____

BOARD OF COMMISSIONERS APPOINTMENT

Please rank in order of your choice, 1 is first choice, 2 is second choice, 3 is third choice.

Nominee 1 _____

Nominee 2 _____

Nominee 3 _____

BOARD OF COMMISSIONERS APPOINTMENT

Please rank in order of your choice, 1 is first choice, 2 is second choice, 3 is third choice.

Nominee 1 _____

Nominee 2 _____

Nominee 3 _____

BOARD OF COMMISSIONERS APPOINTMENT

Please rank in order of your choice, 1 is first choice, 2 is second choice, 3 is third choice.

Nominee 1 _____

Nominee 2 _____

Nominee 3 _____

	Nom #1	Nom #2	Nom #3
# of 1st			
# of 2nd			
# of 3rd			



Michelle R. Pfeiffer
Sr. Project Engineer
Coastal, Ports & Marine
APTIM
2481 NW Boca Raton Blvd.
Boca Raton, FL. 33431
Tel: +1 561 361 3177
Cell: +1 772 971 0044
Michelle.Pfeiffer@aptim.com

September 16, 2019

Carolyn Weaver, CEPD Administrator
Captiva Erosion Prevention District
11513 Andy Rosse Lane, Unit 4
Captiva, FL 33924

Re: Scope of Work for Hourly Professional Services for the Captiva Erosion Prevention District Coastal Program

Dear Carolyn:

This letter is in response to your request for a proposal for Aptim Coastal Planning & Engineering, Inc., n/k/a Aptim Coastal Planning & Engineering, LLC (APTIM), to provide the Captiva Erosion Prevention District (CEPD) with engineering services. These miscellaneous services may include several support tasks to be provided upon request including, but not limited to, program planning, funding and cost reimbursement requests, technical support, document review, presentations, meetings and presentations. This scope only addresses tasks not covered by existing work assignments.

The proposed work will be performed by APTIM, as a Task Order under the terms and conditions of our Master Services Agreement dated October 17, 2012, (the "Agreement"). The work proposed herein will be performed on a time and material basis not to exceed \$24,911 without authorization from CEPD as shown in the Fee Proposal attached as Exhibit A. The 2015 rate sheet and the Agreement is attached as Exhibit B.

Please sign below and return to me as CEPD's acceptance and authorization to proceed. If you have any questions, please call me.

Sincerely,

Michelle R. Pfeiffer, P.E.
Senior Project Engineer
Aptim Coastal Planning & Engineering, LLC

cc: Tom Pierro, PE, D.CE, CPE

CLIENT: CAPTIVA EROSION PREVENTION DISTRICT

Acknowledgement and Acceptance

Authorized Representative Signature

Printed Name

Title

Date

EXHIBIT A

**FEE PROPOSAL FOR
CAPTIVA EROSION PREVENTION DISTRICT
HOURLY PROFESSIONAL SERVICES**

September 16, 2019

PREPARED BY:

Aptim Coastal Planning & Engineering, LLC

**FEE PROPOSAL FOR
 CAPTIVA EROSION PREVENTION DISTRICT
 HOURLY PROFESSIONAL SERVICES**

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

TASK ITEM	DESCRIPTION	LABOR COSTS	DIRECT COSTS	TASK COST
A	Miscellaneous Services	\$24,788	\$123	\$24,911
	SUBTOTALS	\$24,788	\$123	\$24,911
TOTAL PROJECT COST =				<i>\$24,911</i>

**FEE PROPOSAL FOR
CAPTIVA EROSION PREVENTION DISTRICT**

HOURLY PROFESSIONAL SERVICES

Task Item	Cost	LABOR COSTS									DIRECT COSTS		
		Principal Engineer (Hours)	Project Manager/ Senior Coastal Engineer (Hours)	Coastal Engineer III (Hours)	Coastal Engineer II (Hours)	Coastal Engineer I (Hours)	Coastal Modeler (Hours)	Senior Marine Biologist (Hours)	GIS Operator (Hours)	Clerical (Hours)	Tolls (Per Day)	Meals (Per Day)	Rental Car / Fuel (Per Day)
A Miscellaneous Services	\$24,911	16	40	40	20	16	8	6	24	6	1	1	1
	Total Hours =	16	40	40	20	16	8	6	24	6	1	1	1
	Rate =	\$215	\$164	\$146	\$128	\$105	\$128	\$146	\$100	\$68	\$12	\$36	\$75
	Cost =	\$3,440	\$6,560	\$5,840	\$2,560	\$1,680	\$1,024	\$876	\$2,400	\$408	\$12	\$36	\$75
LABOR	\$24,788												
DIRECT	\$123												
TOTAL	\$24,911												

FEE PROPOSAL FOR
CAPTIVA EROSION PREVENTION DISTRICT
HOURLY PROFESSIONAL SERVICES

LABOR RATES (HOURLY)	2015
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	\$164
Certified Inshore Hydrographer	\$157
Hydrographer	\$125
Project Surveyor	\$109
Surveyor	\$98
Technician/Survey Technician	\$85
Boat Captain	\$92
Senior Marine Biologist	\$136
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	\$136
CAD Operator	\$100
GIS Operator	\$100
Bookkeeper	\$74
Clerical	\$68
EQUIPMENT RATES (DAILY)	
Survey Boat 24'	\$790
Truck (Road Use per mile)	\$0.57
RTK GPS	\$495
GPS Integrated Underwater Video Camera	\$435
SCUBA Tanks (Nitrox)	\$19
Dive Equipment and Insurance	\$75
Heave, Pitch & Roll Compensator	\$215
Speed of Sound Velocity Meter	\$63
Hypack/ Hysweep Navigation System	\$260
Odom Hydrotrac Sounder	\$165
Edgetech X-Star Chirp Seismic System	\$1,150
Thermal Seismic Printer	\$130
Edgetech Sidescan Sonar System	\$695
G-881 Magnetometer	\$215
Enclosed 18' Trailer	\$78
Level	\$65
Digital Camera	\$10
John Deer Gator	\$105
Sonar Wizard Seismic Data Processing Package	\$155
Subconsultant Handling Fee	1.05

COASTAL PLANNING & ENGINEERING, INC.
MASTER SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement"), is made as of the 17th 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

RESOLUTION NO. 2019-13
BY THE BOARD OF COMMISSIONERS
OF THE CAPTIVA EROSION PREVENTION DISTRICT
LEE COUNTY, FLORIDA

A RESOLUTION OF THE BOARD OF THE CAPTIVA EROSION PREVENTION DISTRICT OF LEE COUNTY, FLORIDA, ADOPTING THE PROJECT FUND BUDGET FOR FISCAL YEAR 2019/2020; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Captiva Erosion Prevention District of Lee County, Florida, on October 7, 2019, held a public hearing; and

WHEREAS, the Captiva Erosion Prevention District of Lee County, Florida, set forth the appropriations and revenue estimate for the Project Budget for Fiscal Year 2019/2020.

NOW THEREFORE BE IT RESOLVED by the Captiva Erosion Prevention District of Lee County, Florida, that:

1. The Fiscal Year 2019/2020 Project Budget be adopted;
2. This resolution will take effect immediately upon its adoption.

THE FOREGOING RESOLUTION was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to vote, the vote was as follows:

Chairman Michael Mullins	_____
Vice Chair Michael Lanigan	_____
Secretary Harry Kaiser	_____
Treasurer Bob Walter	_____

DULY PASSED AND ADOPTED THIS 7th day of October, 2019.

Board of Commissioners of the
Captiva Erosion Prevention District

By: _____
Chairman

Certified by: _____
Secretary

Approved as to Form

By: _____
Board Attorney

CAPTIVA EROSION PREVENTION DISTRICT
Proposed CAPITAL PROJECTS BUDGET
FISCAL YEAR 2019/2020

DRAFT

Ordinary Income/Expense	Budget 2018/2019	Budget 2019/2020	TOTAL BUDGET FY19/20
Income			
Grant Income - Local	146,100		441,832
TDC Redfish Pass Phase II		349,932	38,200
TDC Park Maintenance		91,900	revenue
Lee County Year Five Monitoring		161,706	161,706
DEP12LE2			
Grant Income - State	33,000		
Year Five Monitoring		47,758	47,758
Prior funding 12LE2			
Interest Income	500		3,500
Parking Lot Revenue	340,000		340,000
Reserves - General	89,685		89,685
Special Assessments			
Special Assessments Principal	250,000		250,000
Special Assessments Interest & Fees	30,000		30,000
Total Special Assessments*	280,000		280,000
Total Income	889,285		922,649
Administration Expense			
Accounting	0		24,000
Advertising	2,000		0
Administration Management			140,000
Annual Memberships & Fees	2,000		0
Cost of Assessment Collections	1,000		1,000
Engineering	20,000		20,000
Insurance	15,000		8,000
Legal	0		24,000
Rent	7,500		7,500
1/2 gen and 1/2 cap			
Storage of Records	<u>2,800</u>		<u>2,800</u>
Total Administration Expenses	50,300		227,300

CAPTIVA EROSION PREVENTION DISTRICT
Proposed CAPITAL PROJECTS BUDGET
FISCAL YEAR 2019/2020

DRAFT

	Budget 2018/2019	Budget 2019/2020	TOTAL BUDGET FY19/20
Beach Park Lot Expenses			
Park Maintenance	40,000		40,000
Portable toilets	8,000		8,000
Parking Machines Warranty	1,400		2,400
Sales Tax	21,000		22,100
Equipment	73,000		49,000 Shower, Benches, locks
Pavers			90,000
ADA Lot Compliance			23,000
Site Preparation and Construction	35,000		35,428
Signage	1,500		1,500
Utilities	500		1,800
Credit Card Usage Fees	9,000		9,000 Water & Power
Total Beach Park/Lot Expenses	189,400		282,228
Project Management Support			
Professional Fees	155,000		0
Project Consultant (Engineering)	118,000		88,000
Project Consultant (Economist)	0		30,000
Total Project Management Support	273,000		118,000
Renourishment 2020-2021 Design Phase			
Feature Design Analysis	0		50,000 From 19/20 LGFR
Final Design, Plan & Specs, and Bidding	0		150,000 From 19/20 LGFR
Total Renourishment 20/21 Design Phase	0		200,000
Other Expense			
2013-14 Year Five Physical Monitoring			209,464
Redfish Pass Geo-Technical Investigation			350,000
Permit Modification			50,000
Debt Service Principal	700,000		700,000
Debt Service Interest	26,000		26,000
Total Other Expense	726,000		1,335,464
Total Expense	1,238,700		2,162,992
Net Income	-349,415		-1,240,343

NOTE: This does not include the the obligated but yet unpaid funds from FEMA (Fed and State) that total \$1,083,506

COMPANY	LOCATION	MONTHLY COST	YEARLY COST	NOTES
Inframark	Fort Myers	\$4,082.17	\$48,986.00	second year, decrease to 45,305 (\$3775.42 monthly)
Inframark w/o mtg attendance	Fort Myers	\$3,582.17	\$42,986.00	second year, decrease to \$39,305 (\$3275.42 monthly)
Noack	Sanibel	\$4,250.00	\$51,000.00	Minimal government experience
Noack w/o mtg attendance	Sanibel	\$3,750.00	\$45,000.00	\$500 discount for not attending meetings
Stroemer - no meeting attendance	Fort Myers	\$2,583.00	\$30,996.00	They no longer have a government specialist CPA This would be for bookkeeping only, and would possibly decrease if we accept
Markham Norton Mosteller				
Wright & Co	Fort Myers	declined - no special district or government experience		
Myers, Brettholtz & Company	Fort Myers	declined - no special district or government experience		
Gulf Island Accounting & Tax	Sanibel	declined - no government entity practice		

Captiva Erosion Prevention District



Proposal for
Bookkeeping Services
August 30, 2019

OUR MISSION:

TO BE THE **PARTNER AND PROTECTOR**
OF THE **MOST CRITICAL RESOURCE** THAT
HELPS **COMMUNITIES PROSPER**

August 30, 2019

Attention: Carolyn Weaver
Captiva Erosion Prevention District
PO Box 365, Captiva, FL 33924.
Physical address for FedEx delivery 11513 Andy Rosse Lane, Unit 4, Captiva, FL 33924

Re: Proposal for Bookkeeping Services

Dear Ms. Weaver,

Inframark – Infrastructure Management Services is excited and pleased to provide a proposal for Bookkeeping services with pricing and scope of services for the Captiva Erosion Prevention District. **Our Mission is: “To be the Partner and Protector of the Most Critical Resource that helps Communities Prosper.”** We do this through our *Principles of Pure Partnership*:

- ***Pure Alignment***: We connect with clients on their terms, on a foundation of clarity, trust and mutual understanding. We make their goals, our goals, tailoring the right mix of skills and resources to every project.
- ***Pure Accessibility***: We are open and transparent with our clients and each other. We make information and insights easy to see, understand and share. We are always available and open to share our skills, ideas and experience.
- ***Pure Accountability***: We hold ourselves accountable to our clients through continuous measurement and improvement to our environment through rigorous compliance, and to each other, through ongoing safety, training and professional development.

New Technology Features: Inframark will be implementing for Captiva Erosion Prevention District the following new technological features:

- **AvidXchange**: This is an advanced accounts payable system that is highly efficient and effective at making sure that District invoices are paid timely and paid only after review and approval by Inframark staff and any designated Board member assigned to approve invoices for payment. This system provides historical information on invoice payments, provides for creation of specialized reports, and allows Board members to review all invoices for the District through a web-based application. This is an exciting new system that we will implement for Captiva Erosion Prevention District at no additional cost to the District.

Customized Financial Statements and Budgets: Because Inframark developed a customized financial operating system designed exclusively for the Community Development business, we can offer our clients customized financial statements and budgets. Our financial software is continually being updated and we offer our clients the ability to customize how their financial statements and budget documents will look, depending upon the preference of the Board. This is a value-added service that we offer Captiva Erosion Prevention District at no additional cost to the District.

- **Financial Team (7):** We have assigned the following financial team members to your account: The Finance Director for oversight and special projects; the Accounting Manager for supervision of the financial team and review of the monthly financial statements and budget, an Accountant, Accounts Payable Manager, an Accounts Payable Clerk and two Assessment Services professionals to manage the assessment duties for the District.

Inframark is committed to making continuous process improvements and service enhancements, offering new technology and processes to help keep Captiva Erosion Prevention District on the leading edge of the industry. We are excited to implement the new service enhancements and technology. All the proposed services are designed to demonstrate our desire to be a long-term partner for your community and make certain that the Board and residents are receiving the most effective and advanced services possible, all with a value-added service fee schedule.

We look forward to hearing from you concerning our proposal and further discussing these plans, along with your vision, for your community.

Respectfully,



Chris Tarase
Vice President
Inframark - Infrastructure Management Services



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1 Executive Summary

Inframark – Infrastructure Management Services is pleased to provide this proposal for district management services to Captiva Erosion Prevention District. Inframark has been providing District Management services in Florida for nearly 40 years.

To meet the needs of your District, we provide a fully empowered financial manager to oversee the provision of the financial services for the District. This approach brings the strength, experience and expertise of Inframark to work proactively to address the needs of the District in the most cost-effective manner possible.

Inframark specializes in value added services to our clients which includes the following:

- **Personnel:** As outlined in our cover letter, Inframark offers the largest and most experienced professional team in the district management business. This means that our team of highly qualified personnel can address all needs of the District. We can also bring in other professionals to address special issues that may arise with Captiva Erosion Prevention District. Therefore, it is not only the number of professionals we offer to your District as a value-added service, but our expertise. Your assigned Inframark team has more than 200 years combined expertise and experience in the community development business
- **Willingness to Meet Time & Budget Requirements:** Inframark is capable and committed to meeting time and budget requirements as agreed upon with the Board and in compliance with Florida statutes.

"I am currently the Oakstead Community Development Board Chairman. I have held this position from 2010 and have worked closely with Inframark as the Oakstead Property Management Company since then.

"Mr. Andy Mendenhall, Oakstead's District Manager, has continuously managed all aspects of his job in a superior manner. He has advised our CDD Board on procedural board functions, Florida Statutes, development and control of CDD Budgets, legal advice by Lawyer referrals when necessary, and a myriad of other tasks presented by the Board. His actions in these areas have saved countless dollars.

"Inframark has an outstanding Accounting Department which has qualified its expertise by passing all annual audits without any negative findings. The final audit reports have included positive accolades about handling of Oakstead financial matters by Inframark's Accountants.

"I have visited Inframark on numerous occasions and have been welcomed warmly each time, announced or unannounced. I have never been treated like just some other person who stopped in.

"In closing I will say that Andy is truly knowledgeable, respectful, and most importantly professional. I highly recommend Inframark to any Community who desires a Class A Professional Property Management Company." – Norm Keith, Oakstead CDD Chair

- **Experience:** Inframark is the most experienced company in the business. We manage over 100 clients statewide including Homeowner Associations and local municipalities. We specialize in customized customer service and have an excellent service record in providing quality services to our clients.

Other Relevant Information: Inframark offers the following additional value-added services that have not been previously addressed:

- Inframark is also the only company in the business that has its own human resource team of professionals. This team ensures that all employees are properly screened through the initial hiring process and that all applicable Federal and State human resource requirements and laws are being met and exceeded. Our human resources program requires that all employees complete monthly mandatory training on a wide variety of issues including sexual harassment training, anti-discrimination training, ethics training, customer service training and other important training programs. Inframark requires performance reviews of individual performance throughout the year. This ensures that any weakness in personnel performance or behavior is identified and corrected along with being able to recognize and reward excellent performance.
- Inframark believes in, and is fully committed to, equality of employment opportunity based on the ability of the individual to contribute to the organization. In accordance with applicable law, Inframark prohibits discrimination against any applicant or employee based on any legally recognized basis, including but not limited to: veteran status, uniformed service member status, race, color, religion, sex, pregnancy (including childbirth, lactation or related medical conditions), age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics) or any other consideration protected by federal, state or local law.

2 Company Information

Company Name: Inframark, LLC

Headquarters: 220 Gibraltar Road, Suite 200 | Horsham, PA 19044 / 215.283.3468

History of the Company: Inframark is an independent, American-owned company widely recognized as a leader in Water Infrastructure Operations and Infrastructure Management Services. From water and wastewater operations to financial and community management and specialized support services, we work side by side with our clients to achieve the highest levels of performance, safety, compliance and reliability. Aging infrastructures and workforces, increasing compliance concerns and constant cost pressures — our experts know first-hand the challenges facing today’s municipalities, municipal utility districts and industries. We recognize that no two clients are exactly alike. That’s why our service model is tailored to each client’s unique systems, cultures and resources. Grounded in years of expertise and guided by our longstanding Principles of Pure Partnership™, our 1,500 dedicated employees put that model into action every day to deliver the critical services that help communities, companies and economies prosper – on their terms.

Inframark was formerly known as Severn Trent Services. We have over forty years of experience in providing high quality, customer focused services to community development districts throughout the State of Florida. We have also been providing local government, association management and water and sewer services to clients in the Florida, Texas and Georgia communities over the same period.

Website Address: www.Inframark.com

Details of Business Entity: Business operates as an LLC and is owned by a Private Public Pension Equity firm who invests in long-term utility and service companies.

Date Founded: Inframark, LLC was founded in 2017 after completing the purchase of Severn Trent North America business from Severn Trent UK.

Organizational Chart of the Company:



Florida Office Locations:

- Fort Myers Office: 8 Employees
- Wesley Chapel Office: 6 Employees
- Celebration Office: 14 Employees
- Saint Augustine Office: 2 Employees
- Coral Springs Office: 26 Employees

Local Address and Phone Number:

210 N. University Drive, Suite 702 | Coral Springs, FL 33071 (O) 954.603.0033

Outstanding Litigation Related to the District Management Business: None Known

Proof of Applicable Insurance: See Attached

Implementation Time Once Commencement Received: Three Weeks

3 Qualifications

a) Accounting and Reporting:

Inframark performs all required financial accounting functions through solid work flow processes that are designed to integrate the traditional tasks associated with accounting transactions. Those traditional accounting tasks of disbursements, accounts payable, general ledger journal entries, trial balance reconciliation and budget monitoring are knitted together in such a way to achieve:

- Fast turnaround for vendor payments
- Smooth approvals for setting up capital requisitions
- Open communications to field operations
- Advanced preparation for independent audit field work

Our understanding of accounting processes allows us to quickly identify areas needing further work and differentiating from those items that are routine in nature. While there is a great deal of accounting activity that goes into ensuring the individual transactions are properly recorded in the financial records of the District, we use our expertise, our knowledge and our experience to ensure accounting theory is applied in the best interest of the District. The importance of complying with statutory requirements as well as annual disclosure to lenders and bondholders is given an interconnected focus of everyone on our staff which is appreciated and respected by our industry partners. Our accounting staff is committed to a quality standard that allows the accounting activities of the District to properly reflect its financial condition. Inframark has over 300 years of combined experience on our Finance Team!

Our finance team constantly monitors various investments instruments in Qualified Public Depositories to determine the best investment plan for District funds. Our accounting team monitors the maturity dates of investment instruments and alerts the District Manager so that the options for reinvestment can be brought to the Board for direction.

b) Audit:

Inframark has a twenty-five-year history of working with District auditors to make certain that each District audit is in full compliance with all GAAP and State accounting requirements. Because we have a fully customized accounting software system that was designed for the Community Development District business, we can provide accurate and comprehensive information for all audit requirements. We have never had a District audit fail to meet the State and GAAP accounting standards.

c) Budgeting:

Because Inframark utilizes a customized financial software system that was specifically designed for the Special District business, we offer all our clients options on how they wish to have their monthly financials and annual budget detailed.

The draft budget is based upon the input from the Board as to the goals they wish to achieve in the upcoming budget cycle.

The Inframark assessment team works with the District to present a complete picture of the revenue, expenses for each annual budget and how the proposed expenditure plan impacts the annual assessments. Inframark also seeks input from the District Engineer and District Staff in the development of the annual budget. This approach allows our clients to obtain a complete picture on how their annual budget will impact residents (financially) and how each budget will achieve the goals set forth by the Board. The finance team work closely with the Recording Department to ensure that all legal requirements for advertisements are met during the budgeting process. It is critical in the development of an annual budget that aspects of the budget are reviewed by each aspect of those providing service to the District.

d) Capital Program Administration:

As part of the annual budgeting process, the District Manager will solicit information from the District Engineer and District Staff on any capital projects they believe should be included in the annual budget. This includes the timing of each capital expenditure, the cost of each capital expenditure and whether a capital expenditure will increase or decrease the cost of any operation or maintenance expenditure currently included in the budget. It is important that the annual capital budget is fully coordinated with the operation and maintenance budget. We also examine the life cycle cost of projects based on the Reserve Study to determine their financial feasibility prior to the Board acting on said expenditure.

Inframark has many years of experience in dealing with capital bond issues and bank qualified loans for District projects. We have long extensive experience in working with bond underwriters, financial advisors and various lending institutions on the establishment and implementation of capital programs for District clients. We have established procedures for making certain that specific deadlines associated with bond documents and bank qualified loan requirements are met. We have an excellent reputation of successful implementation of a wide variety of financing programs for our District clients.

e) Assessments and Revenue Collection:

Inframark has an exceptional record of administering annual assessment roles for our District clients. This experience includes on roll and off roll collection. We have successfully worked with District legal counsel to accurately and timely collect off roll assessments when they are called for. We also routinely conduct true up analysis for District tax rolls to ensure that all collections are being completed as per the Board's direction. Our Assessment Department also provides estoppel letters on an as needed basis (for which we collect a fee from the requestor of such information).

Our Treasury Services Group actively manages the revenue and investments for Districts across the State of Florida. This team ensures that the revenue generated by the District provides the financial platform to meet all its operational expenses and debt obligations. By working closely with the banking industry, we can provide economies of scale in the management of our banking relationships – which is passed along to the Districts we service in the form of favorably negotiated fees and service costs.

The depth and breadth of our special assessment knowledge lends opportunities to capture efficiencies and effectiveness in the collection of District revenues. We pride ourselves in our ability to interpret developer agreements to maximize cash flow for the District and satisfy cash requirements for running the operations of the District.

4 Staffing:

Inframark’s consolidated customer service staff responds to property owner inquiries about assessment billings with ease and provides simple explanations to describe the inter-workings of otherwise complicated financial matters. We respond quickly to persons and businesses needing the payment information for outstanding monies owed to the District. In addition, we enjoy positive relationships with title companies, mortgage holders, real estate law firms and other parties that request the release of the District’s assessment liens to facilitate a smooth transfer of property ownership.

The hallmark of any district is to maximize the usage of its revenues in ways that benefit the community. Our Treasury Services Group, complemented by our fiscal advisor and accounting services, brings to the table a well-rounded approach to achieve the best value in managing the District’s cash while respecting the fiduciary responsibilities of the District.

Our size, experience and networked operations ensure the long-term reliability of our services and, while we bring the best talent in the industry to our clients, our clients are never captive to a single individual to meet their needs. Our size and established presence and experience in Florida allow us to provide the stability and the expertise of a large organization at a significant savings. The collective expertise and financial strength of Inframark – coupled with our commitment and attention to detail typical of a small, local company – ensures our clients receive the highest quality of management and service.



Technology:

Inframark is a leader in introducing new technologies to our clients that improve efficiency of operations. One such example is the Avid Xchange accounts payable system. This system is fully electronic and automated and allows Board members to view all District invoices, the status of such invoices and allows them to conduct search histories on individual vendors. Since the system is fully electronic (no paper), invoices can be approved and paid in an expedited manner, increasing the efficiency of the accounts payable function for the District. Since we have a large property management component to our business, we offer similar technologies for our Association clients.

Comprehensive Service Solutions:

Because we are the only service provider in the Special District business that provides a comprehensive list of services, with its own staff, we can meet all the needs of the Districts. These services include the following:

Community Development District Management Services

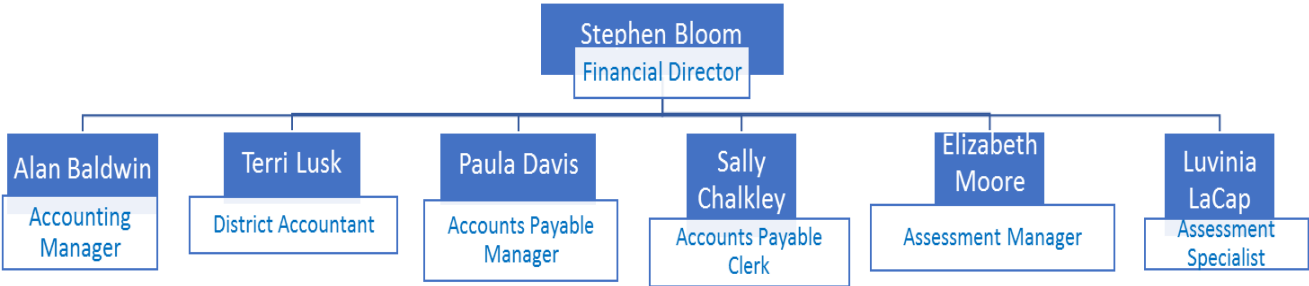
We offer the following broad range of services to our District clients:

- **District Management Services** – Planning, budgeting, overseeing District operations and maintenance, utility billing, collections, staffing, establishing and implementing policies
- **Fiscal Advisory Services** – Capital financial planning and cash management through coordination with the various independent financial team members
- **Financial Accounting Services** – Budget management, general ledger, cash management and revenue reporting, payroll, accounts payable, accounts receivable, financial reporting and banking.
- **Special Assessment/Treasury Services** – Assisting with development and implementation of financial strategies and long-term debt issuance.
- **Records Administration Services** – Maintaining and managing District records, minutes, resolutions, contracts and agreements. We have a searchable database that provides effective and timely responses to public record requests.
- **Lifestyle Services** – Managing amenities and recreational programming, development of special community and family events, creation of newsletters, management and oversight of community swimming pools, splash parks, tennis courts and other recreational and community offerings.

- **Field Services** – Sidewalk repair and replacement, street sign and lighting maintenance, exotic plant removal, field reports on district physical assets, backflow preventer replacement and certification.
- **Special Services** – With our Special Services team we can provide a wide array of public services including storm water repair and analysis.

Our success is founded upon a corporate philosophy that emphasizes personalized service. We provide support services throughout the year, so our clients can sleep better at night.

Proposed Organizational Chart for Captiva Erosion Prevention District



Stephen Bloom, Finance Director

Stephen Bloom leads the Finance Department and coordinates the District's banking and investment activities. He is also responsible for monitoring and implementing changes to the financial reports to ensure the District is compliant with all GAAP requirements. Stephen holds Bachelor's Degrees in both finance and management and has more than 20 years of combined accounting and finance experience in both the public and private sectors.

Alan J. Baldwin, Accounting Manager

Alan Baldwin oversees the District's financials, budgets and annual audits. He works with financial institutions to provide long term investing, credit and debit cards; and ensures investment policies are upheld with Federal and State requirements. He coordinates bond compliance requirements with the Trustee, establishes procedures and maintains reporting of unclaimed property. He has been with Inframark for over 15 years and has more than 30 years of accounting experience. Alan served in the U.S. Army with honorable discharge. His educational background is in Business Management.

Terri Lusk, Accountant

Terri Lusk is responsible for preparation of financial statements, annual budgets and audits. She earned a bachelor of business administration in accounting from Florida Atlantic University and has more than 20 years of accounting experience that includes over 17 years in the not-for-profit sector.

Elizabeth J. Moore, Assessment Services:

Ms. Moore graduated from the University of Central Florida with a Bachelors in Science, specializing in Finance, in August 2004. She has 16 years' experience that has encompassed a wide variety of fields and disciplines. Personal banking, mortgage lending, personal portfolio management, accounting and municipal financial management are some of the fields in which she has worked over the course of her career. Elizabeth has worked for Inframark since 2008 and is the lead Assessment Specialist of the Finance Department. Her current responsibilities include, but are not limited to building district assessment rolls, managing district lien books, bond methodology analysis and implementation, debt service funding, developer billings and debt service budget analysis.

Luvinia LaCap, Assessment Specialist:

Ms. LaCap has been with Inframark since 1999 working closely with title companies, residents, district managers and accountants. Luvinia has over 19 years' extensive experience working in assessments and customer service field.

Paula Davis, Accounts Payable Manager

Paula Davis is responsible for overseeing all accounts payable, accounts receivable and payroll activities. In addition, she coordinates the annual renewal of the districts' insurance policies. Paula has nearly 30 years of accounting experience, which includes 5 years as a Human Resources Coordinator.

Sally Chalkley, Accounts Payable Specialist:

Ms. Chalkley has been with Inframark since 2014 working closely with vendors, field managers, district managers, City Managers and accountants. Sally has over 20 years' extensive experience working in accounting and in the customer service field. Sally is proficient in the Accounts Payable process, processing over 7,000 invoices annually.

"I have been on the Board of Supervisors of the Meadow Pointe CDD in excess of ten years with over 5 years as Chairman and three years as Treasurer."

"I am totally satisfied with the service we have been and are receiving from Inframark. Our District Manager is dedicated, knowledgeable, and responsive to our needs. He is backed up by a professional staff, both locally and in Coral Springs."

"I highly recommend Inframark."

*Dennis Smith
Chairman
Meadow Pointe CDD*

5 Project Approach

Financial Accounting Services

Inframark performs all required financial accounting functions through solid work flow processes that are designed to integrate the traditional tasks associated with accounting transactions. Those traditional accounting tasks of disbursements, accounts payable, general ledger journal entries, trial balance reconciliation and budget monitoring are knitted together in such a way to achieve:

- Fast turnaround for vendor payments
- Smooth approvals for setting up capital requisitions
- Open communications to field operations
- Advanced preparation for independent audit field work

Our understanding of accounting processes allows us to quickly identify areas needing further work and differentiating from those items that are routine in nature. While there is a great deal of accounting activity that goes into ensuring the individual transactions are properly recorded in the financial records of the District, we use our expertise, our knowledge and our experience to ensure accounting theory is applied in the best interest of the District. The importance of complying with statutory requirements as well as annual disclosure to lenders and bondholders is given an interconnected focus of everyone on our staff which is appreciated and respected by our industry partners. Our accounting staff is committed to a quality standard that allows the accounting activities of the District to properly reflect its financial condition. Inframark has over 300 years of combined experience on our Finance Team!

Special Assessment/Treasury Services

Our Treasury Services Group actively manages the revenue and investments for Districts across the State of Florida. This team ensures that the revenue generated by the District provides the financial platform to meet all its operational expenses and debt obligations. By working closely with the banking industry, we can provide economies of scale in the management of our banking relationships – which is passed along to the Districts we service in the form of favorably negotiated fees and service costs.

The depth and breadth of our special assessment knowledge lends opportunities to capture efficiencies and effectiveness in the collection of District revenues. We pride ourselves in our ability to interpret developer agreements to maximize cash flow for the District and satisfy cash requirements for running the operations of the District.

Inframark's consolidated customer service staff responds to property owner inquiries about assessment billings with ease and provides simple explanations to describe the inter-workings of otherwise complicated financial matters. We respond quickly to persons and businesses needing the payment information for outstanding monies owed to the District. In addition, we enjoy positive relationships with title companies, mortgage holders, real estate law firms and other parties that request the release of the District's assessment liens to facilitate a smooth transfer of property ownership.

The hallmark of any district is to maximize the usage of its revenues in ways that benefit the community. Our Treasury Services Group, complemented by our fiscal advisor and accounting services, brings to the table a well-rounded approach to achieve the best value in managing the District's cash while respecting the fiduciary responsibilities of the District Board of Supervisors.

Records Management Systems

Inframark utilizes three parallel processes to manage the documents of our clients.

- First, our electronic document management system allows access security settings to be placed on each file to prevent unauthorized editing or manipulation, thus ensuring the integrity of the document. The documents are maintained in a PDF format that is exportable to the client's Website for timely updates. The document management system allows for ease of e-retrieval of documents using multiple search methods (document name, document number, document content, file type, author or the assigned retention category) to ensure all record requests are fulfilled in a timely fashion.

- Secondly, the process utilizes offsite storage of documents. Our vendor guarantees the secure storage and/or destruction of documents. Annually, upon completion of the audit, the accounting and accounts payable files are inventoried, boxed and sent to the secured offsite storage facility. All records are maintained within applicable statutory requirements.
- Finally, we maintain an onsite Master File for each client. The Master File contains previous years' audits, arbitrage reports, budgets, insurance policies and other important historical information.

Disaster Contingency & Recovery

Disaster recovery is particularly important since the Districts we manage are in areas prone to hurricanes. Our hurricane preparedness procedure includes the following:

- Provisions for the compilation and storage of files and data required to perform critical client services
- Securing the physical office space with the protection of client files as a top priority
- Satellite phone for contingency communication with local team
- Internet and phone-based communication chains to update personnel
- The ability to shift client critical tasks and District Management services to alternate office locations
- Securing priority commitments from key contractors due to strong and lasting relationships

Because of the critical nature of the electronic information we manage on behalf of our clients, Inframark emphasizes system security and has disaster recovery procedures in place to minimize the impact of storms, power outages and other similar events for the districts we serve. Our disaster recovery plans continue to be updated in response to the changing needs of our business and the clients we serve.

We ensure all electronic information is secure to limit any potential data loss resulting from network or hardware failures, power outages and other uncontrollable events, and certified sites to survive the equivalent of a Category 5 hurricane. District data is stored on servers that reside in Horsham, Pennsylvania which is equipped with backup generator power. A full backup of all data is performed nightly and stored offsite at a remote location.

6 References, Peer Review and Client List

References

Mayor Jerry Robinson, City of Williston
 352-528-3060
Jerry.Robinson@WillistonFL.org

Mayor Deb Tarrant, Town of Hillsboro Beach
 954-427-4011
DTarrant@TownofHillsboroBeach.com

Peer Review

“Inframark has revolutionized our City. Their team came into a very chaotic and disjointed financial management system, which had languished over a number of years under various administrations, and they made sense of it all. Together we addressed and corrected the problems, such that we have had a totally clean audit, with no findings for two years and counting. Our City Council has the utmost faith and full trust in our Inframark representative and his oversight of our finances.”

Scott Lippmann, City Manager, City of Williston.

Client List

District	County	Establishment
Arbor Greene CDD	Hillsborough	7/18/1996
Beacon Lakes CDD	Dade	5/16/2003
Bobcat Trail CDD	Sarasota	5/1/1997
Bonterra CDD	Miami Dade	7/24/2015
Briger CDD	Palm Beach	11/26/2001
Brighton Lakes CDD	Osceola	4/4/2000
Cedar Hammock CDD	Collier	11/24/1999
Celebration CDD	Osceola	3/8/1994
Cheval West CDD	Hillsborough	11/5/1990
Concorde Estates CDD	Osceola	11/3/2003

District	County	Establishment
Coral Springs Improvement District	Broward	10//1982
Cordoba Ranch CDD	Hillsborough	4/19/2006
Country Greens CDD	Lake	11/19/1991
Dovera CDD	Seminole	4/17/1992
East Park CDD	Orange	4/22/2002
Eastlake Oaks CDD	Pinellas	10/3/1995
Enterprise CDD	Osceola	3/8/1994
Estancia at Wiregrass CDD	Pasco	
Fleming Island Plantation CDD	Clay	2/28/2000
Gateway Services CDD	Lee	5/22/1986
Golden Lakes CDD	Polk	9/15/1992
Griffin Lakes CDD	Broward	5/28/2002
Hammocks (The) CDD	Hillsborough	5/4/2005
Harmony CDD	Osceola	3/6/2000
Heritage Bay CDD	Collier	6/17/2005
Heritage Isles CDD	Hillsborough	10/10/1997
Heritage Lake Park CDD	Charlotte	7/1/2004
Heritage Oak Park CDD	Charlotte	7/10/1998
Heritage Springs CDD	Pasco	12/7/1998
Key Marco CDD	Collier	10/27/1992
Lake Bernadette CDD	Pasco	1/29/1996
Lexington CDD	Manatee	9/4/2003
Lexington Oaks CDD	Pasco	4/14/1998
Live Oak Lake CDD	Osceola	10/13/2015
Live Oak No. 1 CDD	Hillsborough	4/23/2002
Live Oak No.2 CDD	Hillsborough	5/1/2002
Maple Ridge CDD	Broward	2/2/2000

District	County	Establishment
Marshall Creek CDD	St. Johns	10/28/1999
Meadow Pointe CDD	Pasco	10/9/1991
Meadow Pointe II CDD	Pasco	10/7/1994
Monterra CDD	Broward	
Naples Heritage CDD	Collier	10/1/1996
Oakstead CDD	Pasco	10/19/1999
Oak Creek CDD	Pasco	
Overoaks CDD	Osceola	12/20/1990
Palm Coast Park CDD	Flagler	9/13/2005
Pine Tree Water Control District	Broward	8/23/1982
Piney-Z CDD	Leon	6/11/1997
Riverwood CDD	Charlotte	10/29/1991
Seminole Improvement	Palm Beach	
South Fork CDD	Hillsborough	7/22/2003
South Fork East CDD	Hillsborough	9/9/2004
Spicewood CDD	Dade	8/1/2003
Spring Ridge CDD	Hernando	11/9/2000
St. Johns Forest CDD	St. Johns	3/6/2003
Stevens Plantation CDD	Osceola	8/21/2003
Stoneybrook West CDD	Orange	11/23/1999
Tampa Palms Open Space & Transportation CDD	Hillsborough	1/31/1990
Town Center at Palm Coast CDD	Flagler	12/22/2003
University Place CDD	Manatee	3/23/2001
Urban Orlando CDD	Orange	12/6/1999
Vasari CDD	Lee	7/1/2001
VillaSol CDD	Osceola	3/3/2000
Vista Lakes CDD	Orange	2/7/2000

District	County	Establishment
Waterchase CDD	Hillsborough	3/13/2001
Watergrass II CDD	Pasco	
West Lakeland WCD	Polk	12/1/1978
Westchase CDD	Hillsborough	11/13/1990
Westchester	Hillsborough	3/4/2005
Woodlands CDD	Sarasota	7/26/2004
Xentury City CDD	Osceola	7/6/1998
City of Westlake	Palm Beach	6/27/2016
City of Williston	Levy	
Town of Hillsboro Beach	Broward	

7 Pricing & Business Considerations

Base Pricing

Total Annual Fee (All Services)	
First Year Financial Services	\$48,986
Second Year Financial Services	\$45,305

This proposal and all prices quoted are subject to the execution of a mutually acceptable service contract. It is our intent that upon selection, and final determination of the details of the scope of work and approach that best meets your needs, we will work closely together to develop an accurate, fair, and mutually acceptable agreement.

Prices are negotiable depending upon the scope of services.

Assumptions

The pricing quoted in this proposal is valid for 90 days and is based upon the following assumptions:

- The monthly fee is based on providing the defined scope of services (detailed in Appendix A).
- Storage of past and present District financial papers and records for the current year and up to two previous years is included in the base fee. Storage for prior years' records can be provided for an additional fee.
- Any required court attendance, meetings or time to create special correspondence for meetings will be subject to additional charges.

Schedule of Miscellaneous Charges

The District will be responsible for reimbursing Inframark for applicable costs per the following fee schedule. All additional fees will be recorded by Inframark and reimbursed by the District monthly.

Special Meetings – Beyond those defined in the negotiated agreement	\$150.00 per hour or portion thereof
Mail Distribution	
General Distribution – Includes label, folding, insertion of up to two items and delivery to the post office	\$0.35 per piece
General Distribution – Additional inserts over two	\$0.03 per additional page
Labels	\$0.08 each

Certified Mail	Current rate charged by postmaster plus handling charge of \$5.00
Postage	Current rate charged by postmaster (no add on)
Copies	
Black and white, single sided	\$0.18 per copy, up to 100 copies \$0.12 per copy thereafter
Color (single sided)	\$0.50 per copy
Black and white, duplex (two-sided)	\$0.21 per duplex copy
Special Services – Includes court appearances, performance of tasks other than contract schedule(s), requested attendance for special committee functions and research for special projects	\$150.00 per hour
File Storage – Records preceding those included in base fee (current year records plus two years previous)	\$15.00 per box per month
Notary service	included
Estoppel Letters (Charged to the requesting party)	\$150.00 each

Insurance

Inframark carries \$2,000,000 of liability coverage requirements as well as \$1,000,000 of theft insurance.

Appendix A – Scope of Services

1. Reconcile the following accounts on a monthly basis:
 - a. Bank accounts including the transfer of funds between general and capital bank accounts
 - b. Parking lot credit card transactions
 - c. Parking lot cash receipts
 - d. Payments of non-ad valorem project assessments including payoff of assessment and Tax Collector disbursements to CEPD ledger of assessments
 - e. Disbursement of ad valorem tax payments from Tax Collector to CEPD general account
 - f. Calculate and file state monthly sales tax on parking lot revenues
 - g. Financial reconciliation of all grants and projects.
2. Preparation and filing of annual 1099's and Form 1096.
3. Prepare disbursement checks on a bi-monthly basis. You should inform us of your scheduled check run dates and it is our responsibility to provide you with vendor invoices prior to the cutoff date for check processing. Invoices we provide to you for payment must be approved and coded for payment prior to submission to our bookkeeping representative. Checks will then be prepared by you and our staff, printed at our office. We will sign and mail the checks.
4. Update and distribute monthly financial statements which will include a balance sheet, income statement (current year, prior year/current year), cash disbursements, budget performance (summary and detailed) and reserve accumulations.

5. Other Tasks:

You will be required to provide the following on an as needed basis:

- a. Support Board Treasurer in providing a financial report to the Board of Directors at monthly Board meetings
- b. Wire transfer funds when necessary
- c. Prepare non-ad valorem project assessment roll for Tax Collector (once per year)
- d. Determine pay off balances of project assessments for real estate sales within two work-days of receipt

- e. Generate Pro Forma budget forecast
- f. Assist in compiling annual budget
- g. Attend monthly Board of Director meetings, annual budget workshops and budget hearings
- h. Provide audit support including compiling schedules and drafting MD&A as requested by auditors
- i. Provide audit documents to State Auditor General and AFR to Florida Department of Financial Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Los Angeles-Alliant Insurance Services, Inc. 333 S Hope St Ste 3750 Los Angeles CA 90071	CONTACT NAME: Carl Ranieri PHONE (A/C No. Ext): 213.270.0115 E-MAIL ADDRESS: Carl.Ranieri@alliant.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED SEVETRE-01 Inframark, LLC 220 Gibraltar Road, Suite 200 Horsham, PA 19044	INSURER A: Gemini Insurance Company		NAIC # 10833
	INSURER B: The Travelers Indemnity Co		25658
	INSURER C: Berkley Assurance Company		39462
	INSURER D: Federal Insurance Company		20281
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 776831812

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			VCGP023882	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TC2H-UB-6E005475-18 TRJ-UB-6E004780-18	7/1/2018 7/1/2018	7/1/2019 7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	Poll/Prof Liability Employment Practices Liability			PCAB-5004444-0718 8249-9978	7/1/2018 7/1/2018	7/1/2019 7/1/2019	Agg./Occ. Limit \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where Required by Written Contract	Where Required by Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where required by written contract, but only where the contract specifies coverage for completed operations	Where required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00)-**

POLICY NUMBER: TC2H-UB-6E005475-18

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 04 (B) –

POLICY NUMBER: TC2H-UB-6E005475-18

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver
Name of person or organization

Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
ALL TEXAS OPERATIONS

3. Premium:
The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2018
Insured

Policy No. TC2H-UB-6E005475-18

Endorsement No.
Premium

Insurance Company

Countersigned by _____

ST ASSIGN:



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: TC2H-UB-6E005475-18

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 0% of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2018
Insured

Policy No. TC2H-UB-6E005475-18

Endorsement No.
Premium

Insurance Company

Countersigned by _____



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 J9 (00) -

POLICY NUMBER: TC2H-UB-6E005475-18

**KANSAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Kansas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us, and

1. Such written contract is not a construction contract subject to the Kansas Fairness in Private Construction Contract Act (Kan. Stat. Sections 16-1801 through 16-1807) or the Kansas Fairness in Public Construction Contract Act (Kan. Stat. Sections 16-1901 through 16-1908), or any amendments to those laws; or
2. This policy is part of a consolidated or wrap-up insurance program.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to issuance of the policy.)

Endorsement Effective 7/1/2018
Insured

Policy No. TC2H-UB-6E005475-18

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

ST ASSIGN



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00)–**

POLICY NUMBER: TRJ-UB-6E004780-18

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

ST ASSIGN:



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 04 (B) –

POLICY NUMBER: TRJ-UB-6E004780-18

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver
Name of person or organization

Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
ALL TEXAS OPERATIONS

3. Premium:
The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2018
Insured

Policy No. TRJ-UB-6E004780-18

Endorsement No.
Premium

Insurance Company

Countersigned by _____

ST ASSIGN:



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: TRJ-UB-6E004780-18

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 0% of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2018
Insured

Policy No. TRJ-UB-6E004780-18

Endorsement No.
Premium

Insurance Company

Countersigned by _____



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 J9 (00) -

POLICY NUMBER: TRJ-UB-6E004780-18

**KANSAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Kansas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us, and

1. Such written contract is not a construction contract subject to the Kansas Fairness in Private Construction Contract Act (Kan. Stat. Sections 16-1801 through 16-1807) or the Kansas Fairness in Public Construction Contract Act (Kan. Stat. Sections 16-1901 through 16-1908), or any amendments to those laws; or
2. This policy is part of a consolidated or wrap-up insurance program.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to issuance of the policy.)

Endorsement Effective 7/1/2018
Insured

Policy No. TRJ-UB-6E004780-18

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

ST ASSIGN



PROPOSAL AND ACCEPTANCE OF ENGAGEMENT

Noack & Co CPA LLC is pleased to provide you the professional services proposal described below. This letter with the Terms, Conditions Addendum and any attachments incorporated herein (collectively, “Agreement”), confirms mutual understanding of the terms, objectives of our engagement, nature and limitations of services provided. The terms and engagement between you and our firm will be governed by the services listed below that you choose and value.

We are proposing a much more involved relationship with us as your CPA. We believe we can help facilitate interactions between the Board concerning financial accountability. We also believe we can work closely with you as a resource to assist with challenges as needed and to provide general financial and tax oversight for your business.

We believe you and your business would greatly benefit from a much more hands approach from your CPA as your financial consultant and propose this program based on the RFP received by our office. Please review the list below to ensure all of your objectives are included. We would like to thank you for the opportunity to present this proposal to you.

Engagement Objective and Scope:

SERVICES PROVIDED: \$3,750/month

Reconcile the following accounts on a monthly basis:

- a. Bank accounts including the transfer of funds between general and capital bank accounts
 - b. Parking credit card transactions
 - c. Parking lot cash receipts
 - d. Payments of non-ad valorem project assessments including payoff of assessment and Tax Collector disbursements to CEPD ledger of assessments
 - e. Disbursement of ad valorem tax payments from Tax Collector to CEPD general account
 - f. Calculate and file state monthly sales tax on parking revenues
 - g. Financial reconciliation of all grants and projects.
2. Preparation and filing of annual 1099's and Form 1096.
 3. Prepare disbursement checks on a bi-monthly basis. You should inform us of your scheduled check run dates and it is your responsibility to provide us with approved vendor invoices prior to the cutoff date for check processing. Invoices you provide to us for payment must be approved and coded for payment prior to submission to our bookkeeping representative. Checks will then be prepared by us, printed at your office. You will sign and mail the checks. The majority of this work would be done remotely.
 4. Update and distribute monthly financial statements which will include a balance sheet, income statement (current year, prior year/current year), cash disbursements, budget performance (summary and detailed) and reserve accumulations.

AS NEEDED:

- a. Support Board Treasurer in providing a financial report to the Board of Directors at monthly Board meetings
- b. Wire transfer funds when necessary with written approval
- c. Prepare non-ad valorem project assessment roll for Tax Collector (once per year)
- d. Determine pay off balances of project assessments for real estate sales within two work-days of receipt
- e. Generate Pro Forma budget forecast
- f. Assist in compiling annual budget

- g. Attend monthly Board of Director meetings, annual budget workshops and budget hearings
- h. Provide audit support including compiling schedules and drafting MD&A as requested by auditors
- i. Be available to Joe and Carolyn to assist with basic understanding of financials.

Our engagement cannot be relied upon to identify or disclose any errors, fraud, theft, illegal acts, wrongdoing within the entity or noncompliance with laws and regulations. In addition, we have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control system as part of this engagement.

CPA Firm Responsibilities

We will perform our services in accordance with the Code of Professional Conduct and the Statement on Standards for Tax Services issued by the American Institute of Certified Public Accountants (“AICPA”).

This engagement is limited to the professional services outlined above.

The above professional services will be performed based upon information you provide our firm. We will perform our services under the assumption that all information you submit is true, complete and accurate according to documents and other information retained in your files. We will not verify or audit this information.

We will prepare your financial statements for presentation to the Board, however we will not perform an audit, review, or compilation of your financial statements, and no accountant’s report will be prepared or submitted. If you ask us to perform any of these services, we will confirm this representation in a separate engagement letter.

Client Responsibilities

Your management is responsible for:

- Designing, implementing, and maintaining internal controls, including those relevant to bookkeeping processes, monitoring ongoing activities;
- Preventing and detecting fraud, including the design and implementation of programs and controls to prevent and detect fraud;
- Identifying and ensuring that you comply with the laws and regulations applicable to your activities; and
- Making all personnel, financial records and related information available to us on a timely basis and ensuring that the records and information are complete and accurate.

Your management agrees to:

- Make all management decisions and perform all management functions, including determining account coding and approving all proposed journal entries;
- Designate an individual who possesses suitable skill, knowledge, and experience, preferably within senior management, to oversee our services;
- Evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.
- You agree that your management team and employees are ultimately responsible for the proper recording of transactions in the records, the safekeeping of assets, and the accuracy of your trial balance and financial statements. Your management and employees are responsible for custody and safekeeping of check stock, blank checks, signatory stamps and all other items needed for production and/or approval of checks.
- You agree that we will withdraw our fees electronically from your bank account at the beginning of each month.
- You agree to the use of third party companies for performing the services provided to you.

Please be advised that any questions and/or services outside the scope of the option you chose, might incur a separate fee.

Timing of Engagement

We expect to begin our services, as described in the *Engagement Objective and Scope*, on a date mutually determined by you and Noack & Co CPA LLC after once you choose one of the above options. The timing of our work is dependent upon the timely receipt of the information we request from you. Our services will conclude after one of the following events has occurred:

- written notification by either party that the engagement is terminated

We appreciate the opportunity to be of service to you. Please date and execute the enclosed copy of this Agreement and return it to us to acknowledge your acceptance. We will not initiate services until we receive the executed Agreement.

Very Truly Yours,
Noack & Co. CPA LLC

Janet Noack, CPA, Partner

ACCEPTED: (please sign)

Client name:

Date:

CHAPTER 62B-36
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM

62B-36.001	Purpose
62B-36.002	Definitions
62B-36.003	General
62B-36.005	Annual Funding Requests
62B-36.006	Project Ranking Procedure
62B-36.007	Project Cost Sharing
62B-36.009	Project Agreements

62B-36.001 Purpose.

The Beach Management Funding Assistance Program works in concert with local sponsors to achieve protection, preservation, restoration, and nourishment of the sandy beaches fronting the Atlantic Ocean, the Gulf of Mexico and the Straits of Florida, and for the management of inlets to replicate the natural drift of sand interrupted by improved, modified, or altered inlets. Annually, the Department requests funding from the Legislature to implement the program and when appropriations are made by the legislature, enters into cost sharing agreements with local sponsors for the implementation of beach and inlet management projects. This Rule Chapter establishes funding request procedures, project ranking criteria, cost sharing procedures and project agreement requirements pursuant to Sections 161.088, 161.091, 161.101, 161.142, 161.143, and 161.161, F.S.

Rulemaking Authority 161.101(21), 161.143(6) 161.161(7) FS. Law Implemented 161.088, 161.091(1), 161.101(1),(2), (8), (9), (11), (12), (14), (15), (16), (17), (18), (19), (20), 161.142(1), (2), (4), (5), (6), (7), 161.143(1), (2), (3), (4), (5), 161.161(1), (2), (6) FS. History—New 6-10-83, Formerly 16B-36.01, 16B-36.001, Amended 12-25-03, 8-5-13.

62B-36.002 Definitions.

(1) “Annual Funding Request” is the document submitted by a local sponsor which includes a detailed description for the next fiscal year’s funding request and a schedule for the disbursement of funds to be requested for beach or inlet management projects or related activities over a given period of time. Only projects consistent with the Strategic Beach Management Plan will be considered for funding. These projects will be ranked and placed on either the beach or inlet management list submitted to the Legislature for funding consideration.

(2) “Area of Inlet Influence” is the distance along the adjacent sandy shorelines where sediment transfer and shoreline location is physically altered due to the presence of the inlet and any associated structures or improvements which alter the natural functioning of the inlet. The area of inlet influence will be determined using a feasibility or an inlet management study.

(3) “Beach Management” is protecting, maintaining, preserving, or enhancing Florida’s beaches. Activities included are restoring or nourishing beach and dune systems, dune protection and restoration, restoration of natural shoreline processes, removal of derelict structures and obstacles to natural shoreline process in conjunction with restoration or nourishment, and construction of erosion control structures. These activities include feasibility, engineering, design and environmental studies, post-construction monitoring and mitigation to support such activities.

(4) “Contractual Services” are the provision of engineering, professional, or scientific services for eligible activities as otherwise described in this chapter. Such activities may be performed by a private company or individual, or, if approved by the Department, pursuant to subsection 62B-36.007(6), F.A.C., the local sponsor.

(5) “Critically Eroded Shoreline” is a segment of shoreline where natural processes or human activities have caused, or contributed to, erosion and recession of the beach and dune system to such a degree that upland development, recreational interests, wildlife habitat or important cultural resources are threatened or lost. Critically eroded shoreline may also include adjacent segments or gaps between identified critical erosion areas which, although they may be stable or slightly erosional now, their inclusion is necessary for continuity of management of the coastal system or for the design integrity of adjacent beach management projects.

(6) “Department” is the Department of Environmental Protection.

(7) “Inlet” is a coastal barrier waterway connecting a bay, lagoon, or similar body of water with the Gulf of Mexico, the Straits of Florida, or the Atlantic Ocean and all related flood and ebb tidal shoals and the inlet shorelines. Improved, altered or modified inlets are those where stabilizing rigid coastal structures have been constructed, or where inlet related structures or features such as

channels have been constructed or are actively maintained and the channel depth is greater than the inlet system would support in a natural state.

(8) “Inlet Management” is comprised of actions taken to minimize, eliminate, or mitigate the effects of the inlet on the adjacent shorelines including feasibility, engineering, design, environmental studies, construction, and post-construction monitoring to support such activities.

(9) “Local Sponsor” is any state, county, municipality, township, or special district created pursuant to Part II, Chapter 161, F.S., having authority and responsibility for preserving and protecting the coastal system, and any state, county, municipality, township, and inlet and navigational districts having authority and responsibility for management of an inlet. The local sponsor is responsible for the balance of the non-state cost share.

(10) “Local Long Range Budget Plan” is a document that projects the ten-year planning needs for federal, state, and local governments necessary to implement the strategies outlined in the Strategic Beach Management Plan for a specific project. The document lists five years of anticipated project costs followed by the next five years of anticipated planning phases. The document is submitted by local sponsors to the Department along with annual funding requests.

(11) “Project Agreement” is a contract executed between the Department and the local sponsor that explicitly defines the terms and conditions under which the project shall be conducted.

(12) “Project Boundary” for ranking purposes, means the sandy shoreline fronting the Atlantic Ocean, Gulf of Mexico, or the Straits of Florida, of the beach management project and the first row of residential or commercial development immediately landward of the beach vegetation line or beach erosion control line, whichever is further landward. The first row of development may be separated from the shoreline by recreational amenities, roadways or parking areas as long as there is dedicated public access. The area of inlet influence shall be the project boundary for inlet projects.

(13) “Project Phase” is a step required in developing and implementing a project. The following phases will be considered for funding:

(a) “Feasibility” – is the characterization of the erosion problem and constraints on remediation alternatives, development and analysis of alternatives to address the problem, including taking no action, data collection in support of the analysis, and selection of the cost-effective, environmentally sound alternative that avoids or minimizes adverse impacts.

(b) “Design” – is the development of design studies, data collection, plans, specifications, permit applications, and financial planning for the project.

(c) “Construction” – is the execution of the selected project, including contractor services, contract management, construction oversight, and construction-related monitoring required by permit or contract.

(d) “Post-Construction Monitoring” – is the collection and analysis of physical and biological data required by state or federal permits on an annual or periodic basis following the completion of the construction phase.

(14) “Public Beach Access” is an entry zone and associated parking under public ownership or control which is specifically used for providing access to the adjacent sandy beach for the general public. The access must be signed, maintained and clearly visible from the adjacent roadway. The parking spaces counted for eligibility must be within one-quarter mile walking distance of a lateral entry zone and available to the general public. The types of public beach access sites are:

(a) “Primary Beach Access” is a site with at least 100 units, as defined in subsection 62B-36.007(1), F.A.C., and public restrooms;

(b) “Secondary Beach Access” is a site that may have parking and amenities, but does not qualify as a primary beach access.

(15) “Public Lodging Establishment” is any business currently licensed by the Department of Business and Professional Regulation in the classification of “hotel,” “motel,” or “vacation rental condominium” with six or more units as designated by the Department of Business and Professional Regulation, or campgrounds. Public Lodging Establishments must be located on the beachfront or within one-quarter mile walking distance of a public access.

(16) “Sediment Budget” is the mass balance between inputs and outputs of sediment in the inlet system, including all related flood and ebb tidal shoals, inlet shorelines and inland waterways, and the adjacent open coast beaches within the area of inlet influence.

(17) “Statewide Long Range Budget Plan” is the document produced by the Department that projects the ten-year planning needs for federal, state, and local governments necessary to implement the Strategic Beach Management Plan. The document lists five years of anticipated project costs followed by the next five years of anticipated planning phases for all beach and inlet management projects statewide. It is developed in coordination with local sponsors based on their Local Long Range Budget Plans

and is submitted to the Legislature annually as a companion document to the Local Government Funding Request.

(18) “Strategic Beach Management Plan” is the Department’s adopted plan for management of the critically eroded shoreline of the state and those components of feasibility or inlet management studies that minimize the erosive effects of inlets.

Rulemaking Authority 161.101(21), 161.143(6), 161.161(7) FS. Law Implemented 161.088, 161.091(1), 161.101(1), (2), (8), (9), (10), (11), (12), (14), (15), (16), (17), (18), (19), (20), 161.142(1), (2), (4), (5), (6), (7), 161.143(1), (2), (3), (4), (5), 161.161(1), (2), (6) FS. History—New 6-10-83, Formerly 16B-36.02, 16B-36.002, Amended 12-25-03, 8-5-13.

62B-36.003 General.

(1) The Beach Management Program is established to develop and execute a comprehensive, long range, statewide beach management plan for erosion control, beach preservation, restoration, nourishment and storm protection for the critically eroded shoreline of the State of Florida. This comprehensive program includes the Strategic Beach Management Plan, the Critical Erosion Report, shoreline change reports, inlet management studies, state and federal feasibility and design studies, the Statewide Long Range Budget Plan, and other reports as the Department may find necessary for a multiyear maintenance and repair strategy. The comprehensive program is implemented through projects consistent with the Strategic Beach Management Plan and included in the Statewide Long Range Budget Plan.

(2) The Department shall annually review available information and revise the designations of critically eroded shoreline in the Critical Erosion Report. Local sponsors shall be notified of any proposed changes and be given an opportunity to submit additional information to justify or refute proposed revisions.

(3) Beach and inlet management projects funded by the Department shall be conducted in a manner that encourages cost-savings, fosters regional coordination of projects, optimizes management of sediments and project performance, protects the environment, and provides long-term solutions. Appropriate feasibility studies or analyses shall be required before design or construction of new projects.

(4) Beach and dune restoration and nourishment projects funded by the Department shall be accessible to the general public and access used to calculate eligibility shall be maintained for at least ten years following completion of each construction event. Shoreline segments shall be evaluated for public access as set forth in subsection 62B-36.007(1), F.A.C.

(5) Beach management projects will be evaluated on a case by case basis and may be cost shared, pursuant to Rules 62B-36.006 and 62B-36.007, F.A.C., when determined to avoid or minimize adverse impacts and be cost effective as demonstrated by feasibility and design studies.

(6) The goal of inlet management projects is to balance the sediment budget of the inlet system and the adjacent shorelines within the area of inlet influence. Inlet management projects will be evaluated based upon the criteria in Rules 62B-36.006 and 62B-36.007, F.A.C., and may be cost-shared with the local sponsor for up to 75 percent of the non-federal share.

(7) Activities primarily related to navigation or other infrastructure improvements at inlets are, generally, not eligible for cost sharing. However, components of projects which mitigate critically eroded shoreline caused by alterations, modifications or improvements to inlets, implement components of the Strategic Beach Management Plan, and which do not increase impacts, are eligible for cost sharing for those components which:

(a) Are designed to minimize the erosive effects to the downdrift shoreline caused by the inlet by improving or facilitating the efficiency of sand bypassing, such as the construction of sand bypassing facilities, sand traps and jetty alterations, or

(b) Cost effectively place beach quality sand on the adjacent eroded beaches, such as the incremental cost of placing sand on the beach rather than in an offshore disposal area. The Department will cost share only in the incremental cost of placement of the material. The Department will not cost share in activities normal to the operation and maintenance of the inlet, such as mobilization of equipment and design studies.

(8) Local sponsors are encouraged to consider existing inlet navigation maintenance activities as potential sources of sand when developing beach restoration or nourishment projects.

(9) Non-federal beach management projects shall be cost shared up to 50 percent of the total project cost. Projects authorized by Congress for federal financial participation in the Civil Works program of the United States Army Corps of Engineers shall be cost shared up to 50 percent of the non-federal share. Beach management projects approved to receive Federal Emergency Management Agency Public Assistance funding (Category G or equivalent subsequent program for designed, constructed and routinely maintained beaches) shall be cost-shared up to 50 percent of the local share after state and federal emergency funds are applied. Local sponsors shall pursue federal appropriations to the maximum extent possible in order to proportionally reduce state and local

project costs.

(10) Upon notification from the Department of the 60-day submittal period, local sponsors shall submit an updated Annual Funding Request and Local Long Range Budget Plan. Annual funding shall only be requested for projects expected to be initiated or continued in that fiscal year.

(11) The Department shall annually review and rank all projects requested by local sponsors for the next fiscal year on either the beach management or inlet management project lists, and maintain current project listings in priority order. As part of the review, the Department shall seek formal input from local coastal governments, beach and general government associations, and other coastal interest groups, and university experts. The project listings shall also identify funds needed for statewide and regional management activities, state sponsored or co-sponsored demonstration projects, new feasibility and design studies, and a consolidated category for post-construction monitoring required by state and federal permits. Funding that may become available due to savings or scheduling changes shall be made available to projects on approved inlet management lists and for emergency situations as determined by the Governor pursuant to Section 161.111, F.S.

(12) Local sponsors may design and construct beach management projects prior to the receipt of funding from the state and may subsequently apply for reimbursement from the Department pursuant to the procedure in subsection 62B-36.009(3), F.A.C.

Rulemaking Authority 161.101(13), (21), 161.143(6), 161.161(7) FS. Law Implemented 161.088, 161.091(1), 161.101(1), (2), (8), (9), (11), (12), (13), (14), (15), (16), (17), (18), (19), (20), 161.111, 161.142(1), (2), (4), (5), (6), (7), 161.143(1), (2), (3), (4), (5), 161.161(1), (2), (6), 216.181 FS. History—New 6-10-83, Formerly 16B-36.03, Amended 4-27-86, Formerly 16B-36.003, Amended 12-25-03, 8-5-13.

62B-36.005 Annual Funding Requests.

(1) Annual funding requests for cost sharing of beach management projects shall be submitted by the local sponsor to the Department. Projects previously submitted, but not funded, and projects with cost overruns may be included. Local sponsors who have received funding for projects in past fiscal years and who anticipate requesting funding in subsequent years shall update the Local Long Range Budget Plan as to costs and scheduling. The Local Long Range Budget Plan shall be consistent with the Strategic Beach Management Plan and have a 10-year minimum time frame. The submittal shall be in electronic format and include:

(a) A detailed project description, including project boundaries by Department range monuments, methods used in conducting the project, and data or analysis to apply the ranking criteria required by Rule 62B-36.006, F.A.C.

(b) A map of the project area depicting the public beach access, the public parking within one quarter mile of each beach access, public restroom facilities, the public lodging establishments, and comprehensive plan designations for current land use of commercial and recreational properties within the project boundary.

(c) Current license documentation on public lodging establishments within the project boundaries, including the number of units available, if used to document public access.

(d) A current or updated resolution from the local sponsor's governing board which includes statements of their support of the project, willingness to serve as the local sponsor, and a statement of the extent of their ability and willingness to provide the necessary local funding share to implement the project. For projects proposing regionalization, local sponsors must provide an executed interlocal agreement outlining the nature of regionalization.

(e) A schedule of activities by project phase.

(f) The annual project cost estimates indicating the federal, state, and local cost share, with sufficient supporting detail depicting costs of project phases.

(g) The estimated volume of advanced nourishment lost since the last sand placement event of a beach restoration or nourishment project as measured landward of the Mean High Water Line,

(2) Annual funding requests for cost sharing of inlet management projects shall be submitted by the local sponsor to the Department. Projects previously submitted, but not funded, and projects with cost overruns may be included. Local sponsors who have received funding for projects in past fiscal years and who anticipate requesting funding in subsequent years shall update the Local Long Range Budget Plan as to costs and scheduling. The Local Long Range Budget Plan shall be consistent with the Strategic Beach Management Plan and have a 10-year minimum time frame. The submittal shall be in electronic format and include:

(a) A map depicting the inlet;

(b) A description of the sediment budget and area of inlet influence from an adopted Inlet Management Plan or feasibility-level study;

(c) A detailed project description, including project boundaries by Department range monuments, methods used in conducting the project, and data or analysis to apply the ranking criteria required by Rule 62B-36.006, F.A.C.;

(d) A current or updated resolution from the local sponsor's governing board which includes statements of their support of the project, willingness to serve as the local sponsor, and a statement of the extent of their ability and willingness to provide the necessary local funding share to implement the project;

(e) A schedule of activities by project phase; and,

(f) The annual project cost estimates indicating the federal, state, and local cost share, with sufficient supporting detail depicting costs of project phases.

(3) The Department shall evaluate projects submitted to determine consistency with the Strategic Beach Management Plan project ranking, and the extent of cost sharing. Upon completion of the evaluation process, all eligible projects will be incorporated into the Department's Statewide Long Range Budget Plan, which will be submitted to the Legislature along with the Department's Local Government Funding Request that annually prioritizes projects according to the criteria in Rule 62B-36.006, F.A.C.

(4) Funding requests shall be evaluated and ranked on the basis of information provided by the eligible governmental entity, except where such data is superseded by better quality information obtained by the Department. Local sponsors will be provided 21 days to review the project's proposed ranking and provide clarification to support their requested award of scores. Failure to provide all required information and documentation relating to eligibility and ranking criteria will result in the request being declared ineligible or receiving reduced ranking points. Failure to provide accurate information will lead to termination of the project's eligibility for funding for the requested fiscal year.

Rulemaking Authority 161.101(21), 161.143(6), 161.161(7) FS. Law Implemented 161.088, 161.091(1), 161.101(1), (2), (8), (9), (11), (12), (14), (15), (16), (17), (18), (19), (20), 161.142(1), (2), (4), (5), (6), (7), 161.143(1), (2), (3), (4), (5) 161.161(1), (2), (6) FS. History—New 6-10-83, Formerly 16B-36.05, Amended 4-27-86, Formerly 16B-36.005, Amended 12-25-03, 8-5-13.

62B-36.006 Project Ranking Procedure.

(1) Beach Management Projects. Local sponsor funding requests for beach management projects in the upcoming fiscal year will be ranked in priority order. Eligible projects will receive a total point score by the Department based on the following criteria:

(a) Severity of erosion. The severity of erosion score is determined by the average historical rate of erosion for the project length over 30 years at 2 points per foot of erosion, for a maximum total of 10 points. The Department will use historical MHW data files contained in the Department's Historic Shoreline Database to calculate the average rate of erosion for up to a 30 year period after 1972, but prior to any beach fill placement in the project area. Linear least square fit to the data will be used to determine the erosion/accretion trend. For those project areas where inadequate data prevents the calculation of an average rate, then the rate may be obtained from a published study document used in the design of the project.

(b) Threat to upland structures. The percent of shoreline containing structures at or seaward of the projected 25-year return interval storm event erosion limit within the project boundaries times ten, for a maximum total of 10 points. The Department will determine the threat to upland structures by application of the Dean CCCLa, SBEACH (Storm-induced **BE**Ach **CH**ange Model) or comparable numeric model using a 25-year return interval storm tide hydrograph on the most recent beach-offshore profile data at each R-monument in the project area as determined by the Department and provided in "Erosion Due to High Frequency Storm Events," which is incorporated by reference. SBEACH results shall be supported with documentation on objectives, data used, model configuration and parameter selection, calibration/validation, applications of forcing conditions and any assumptions made in the modeling analysis. Copies of "Erosion Due to High Frequency Storm Events," by the University of Florida, dated November 22, 1995 <http://www.flrules.org/Gateway/reference.asp?No=Ref-02423>, and the "SBEACH-32 Users Interface Manual" dated January 10, 1996 <http://www.flrules.org/Gateway/reference.asp?No=Ref-02424>, "SBEACH Report 1" dated July 1, 1989, <http://www.flrules.org/Gateway/reference.asp?No=Ref-02425>, "SBEACH Report 2" dated May 1, 1990, <http://www.flrules.org/Gateway/reference.asp?No=Ref-02427>, "SBEACH Report 3" dated May 1, 1993, <http://www.flrules.org/Gateway/reference.asp?No=Ref-02428>, "SBEACH Report 4" dated April 1, 1996, <http://www.flrules.org/Gateway/reference.asp?No=Ref-02429>, and "SBEACH Report 5" dated August 1, 1998, <http://www.flrules.org/Gateway/reference.asp?No=Ref-02430>, by the U.S. Army Corps of Engineers, which are incorporated by reference, may be obtained at the following web site: www.dep.state.fl.us/beaches.

(c) Recreational and economic benefits. The percentage of linear footage of property within the project boundaries zoned commercial, recreational, or Public Lodging Establishment, or the equivalent, in the current local government land use map times ten, for a maximum total of 10 points. Un-designated properties will be considered designated or zoned the same as the adjacent property designations. Street ends will be considered recreational if they provide access to the beach, in accordance with subsection

62B-36.002(14), F.A.C.

(d) Availability of federal funds. Projects with United States Army Corps of Engineers Civil Works Congressional authorization for the requested project phase shall receive 5 points. Projects with a current United States Army Corps of Engineers project agreement executed for the requested project phase or projects listed in a United States Army Corps of Engineers work plan or current federal budget document shall receive 5 points; Federal Emergency Management Agency nourishment projects (Category G or equivalent subsequent program for designed, constructed and routinely maintained beaches) with approved Project Worksheets shall receive 5 points. Maximum total for availability of federal funds is 10 points.

(e) Local sponsor financial and administrative commitment. Local sponsors who have a designated long term funding source for the management of a beach project as defined in a 10-year comprehensive financial plan shall receive 2 points; local sponsors who provide funding for the beach project via a funding source established by referendum or legislative authority will receive 2 points; local sponsors who provide additional funding from a third party, other than the federal government, shall receive 1 point for a 10 percent reduction or 2 points for a 25 percent reduction of the non-federal share obtained from a third party, for up to 2 points; those with a 100 percent compliance record for submitting quarterly reports correctly and on time over the previous state fiscal year shall receive 2 points; local sponsors who hold active state and federal permits for the proposed project will receive 1 point; local sponsors who have secured local funds will receive 1 point, for a maximum total of 10 points.

(f) Previous state commitment. Projects where the Department has previously cost shared, reviewed, and approved a feasibility or design phase shall receive 1 point; projects to enhance, or increase the longevity of a previously constructed project shall receive 3 points; projects that will nourish a previously restored shoreline shall receive 5 points; projects where previously approved appropriations for a project phase could not be encumbered and were released in their entirety by the local sponsor due to the project timelines shall receive 1 point, for a maximum total of 10 points.

(g) Project performance. Performance points shall be based upon the expected life of a project, as documented in a feasibility study for restoration projects and on the average nourishment interval for nourishment projects. Projects with a three-year nourishment interval shall receive 1 point, plus 1 point for every additional year of the expected or actual life with a ten-year or more nourishment interval receiving a maximum of 8 points; projects with an average cost/per mile/per year below the average cost/per mile/per year of all projects requesting construction funding for a given year shall receive 2 points. Cost calculations, for the upcoming construction event, will include construction, associated project mitigation, and construction-related and first year post-construction monitoring costs.

(h) Mitigation of inlet effects. Projects that implement strategies in the Strategic Beach Management Plan for supplemental nourishment to adjacent beaches needed to mitigate deficiencies in the annual sediment budget shall receive points based upon the percentage of the target average annual bypass volume to be achieved by the supplemental nourishment times 10 for a maximum total of 10 points.

(i) Innovative technologies. Projects to address erosion that are economically competitive with nourishment, that will not adversely affect the conservation of fish and wildlife, including endangered or threatened species, or their habitats, and that are designed to demonstrate an innovative application of existing technologies shall receive 3 points; projects that have been documented to be effective and demonstrate technologies previously untried in the state shall receive 2 points for a maximum total of 5 points.

(j) Enhance nesting sea turtle refuges. Projects that are adjacent to or within designated nesting sea turtle refuges shall receive 5 points.

(k) Regionalization. Projects where two or more local sponsors who manage their projects together to reduce contracting costs shall receive 5 points.

(l) Significance. Sum of the following criteria for a maximum of 20 points;

1. Projects shall receive points based upon the project length at one point per mile for a maximum of 10 points,
2. Projects entering the construction phase will receive 1 point,
3. Projects with greater than 25 percent of the shoreline length designated as commercial, recreational, or public lodging establishment shall receive 1 point and projects with greater than 50 percent of the shoreline length designated as commercial, recreational, or public lodging establishment shall receive 2 points, for a total of 2 points,
4. Projects where the volume of advanced nourishment lost since the last sand placement event of a beach restoration or nourishment project as measured landward of the Mean High Water Line, shall receive 1 point for every 20 percent of volume lost, for a maximum of 5 points,

5. Projects where shoreline has eroded into the design profile shall receive 1 point,

6. Projects that place a greater volume/mile/year than the average volume/mile/year for all projects in their region (Florida east coast, Florida west coast, and Florida panhandle) requesting construction funding for a given year shall receive 1 point.

(m) In the event that more than one project receives the same number of points, the Department shall assign funding priority to that project most ready to initiate construction. Factors considered in the award of priority include project phase, construction schedule, the status of state and federal permits, acquisition of easements, securing of local and federal funding, construction bidding schedule, and establishment of an Erosion Control Line.

(2) Inlet Management Projects. Local sponsors requesting funding for inlet management projects for the upcoming fiscal year will be ranked in priority order for the Department's Local Government Funding Request. Eligible projects will be assigned a total point score by the Department based on the following criteria:

(a) Estimated annual quantity of beach quality sand reaching the updrift boundary of the improved jetty or inlet channel, quantified at the rate of one point per 20,000 cubic yards per year, for a total maximum of 10 points.

(b) Balancing the sediment budget. Annual average bypassing volume to be placed on the adjacent eroding shorelines divided by the annual bypassing objective as determined by the Inlet Management Plan or department approved study times 20 for a maximum of 20 points.

(c) Cost effective alternatives. The proposed annualized increase in bypassing of material from within the inlet system divided by the unmet annual bypassing objective times 10, for a maximum of 10 points. The unmet annual bypassing objective is equal to the annual bypassing objective less the current annualized bypassing volume using material from within the inlet system.

(d) Local sponsor financial and administrative commitment. Local sponsors who have a designated long term funding source for the management of an inlet project as defined in a 10-year comprehensive financial plan shall receive 2 points; local sponsors who provide funding for the beach project via a funding source established by referendum or legislative authority will receive 2 points; local sponsors who provide additional funding from a third party, other than the federal government, shall receive 1 point for a 10 percent reduction or 2 points for a 25 percent reduction of the non-federal share obtained from a third party, for up to 2 points; those with a 100 percent compliance record for submitting quarterly reports correctly and on time over the previous state fiscal year shall receive 2 points; local sponsors who hold active state and federal permits for the proposed activities will receive 1 point; local sponsors who have entered into an interlocal agreement with regional partners for the purpose of joint inlet management will receive 1 point for a maximum total of 10 points.

(e) Previous state commitment. Projects where the Department has previously cost shared, reviewed, and approved a feasibility or design phase shall receive 1 point; projects to enhance, or increase the longevity of a previously constructed project within the area of inlet influence shall receive 3 points; projects that will nourish a previously restored shoreline within the area of inlet influence shall receive 5 points; projects where previously approved appropriations for a project phase could not be encumbered and were released in their entirety by the local sponsor due to the project timelines shall receive 1 point, for a maximum total of 10 points.

(f) Inlet management plan.

1. Proposed projects that have an existing Inlet Management Plan or completed Inlet Management Study accepted by the Department that defines the sediment budget, quantifies the volumetric bypassing objective and contains specific management strategies shall receive 5 points.

2. Projects where the Department has received and approved an update to an existing Inlet Management Plan in the form of a current inlet management study/sediment budget analysis within the previous 10 years or proposes to conduct an update to an existing inlet management plan shall receive an additional 5 points.

3. Projects proposing to develop a new inlet management study to be submitted to the Department for adoption of an Inlet Management Plan shall receive 15 points.

4. Maximum total for an inlet management plan is 15 points.

(g) Enhanced project performance. The increased nourishment interval shall be estimated by the annual bypassing volume divided by the annual beach nourishment volume needed by a beach project within the area of inlet influence multiplied by 5 for a total of 5 points.

(h) Availability of federal funds. Projects with United States Army Corps of Engineers Civil Works Congressional authorization for the requested project phase shall receive 5 points. Projects with a current United States Army Corps of Engineers project agreement executed for the requested project phase or projects listed in a United States Army Corps of Engineers work plan or

current federal budget document shall receive 5 points; federal Emergency Management Agency projects (Category G or equivalent subsequent program for designed, constructed and routinely maintained beaches) with approved Project Worksheets shall receive 5 points. Maximum total for availability of federal funds is 10 points.

(i) Inlet Management studies will be ranked using only the criteria listed in subsections (a), (d), (e), (f), and (h). Ranking of inlet management studies will be a normalization based on the total point value of the above referenced criteria.

Rulemaking Authority 161.101(21), 161.143(6), 161.161(7) FS. Law Implemented 161.088, 161.091(1), 161.101(1), (2), (8), (9), (11), (12), (14), (15), (16), (17), (18), (19), (20), 161.142(1), (2), (4), (5), (6), (7), 161.143(1), (2), (3), (4), (5), 161.161(1), (2), (6) FS. History—New 6-10-83, Formerly 16B-36.06, 16B-36.006, Amended 12-25-03, 8-5-13.

62B-36.007 Project Cost Sharing.

(1) Until the unsatisfied demand for restoring and repairing Florida's beaches is met, the Department intends to share in the costs of beach management projects with local sponsors. Cost sharing will only be applied to the portion of the project necessary to benefit shoreline designated by the Department as critically eroded. The Department shall cost share up to 50 percent of the total costs for non-federal beach management projects. The Department shall cost share up to 50 percent of the non-federal share of U.S. Army Corps of Engineers Civil Works projects. The Department shall cost share up to 50 percent of the non-federal and state emergency fund share for projects approved to receive Federal Emergency Management Agency Public Assistance funding (Category G or equivalent subsequent program for designed, constructed and routinely maintained beaches). State cost share is subject to adjustment for the level of public accessibility calculated for beach management projects. Project shoreline lengths eligible for cost sharing are quantified at the rate of 100 units of eligibility per mile (5,280 feet) or 52.8 feet per unit. A unit is defined as one automobile parking space, one rental unit in a Public Lodging Establishment, one mass transit stop, or 4 bicycle parking spots. Eligible shoreline lengths are calculated using the following criteria:

(a) Primary beach access sites shall be granted eligibility for the shoreline length of the access site. Additional eligibility shall be granted at a rate of 52.8 linear feet per unit for one-half mile in each shore parallel direction for the following units;

1. Automobile parking spaces located within one quarter mile of a primary access site may be granted eligibility for that public access site at the rate of one unit, or 52.8 feet, per parking space.

2. Bicycle parking located within one quarter mile of a primary access site may be granted eligibility at the rate of one-quarter of a unit, or 13.2 feet, per designated bicycle parking spot. Bicycle parking spots used for eligibility may not exceed 211.2 feet per public access site.

3. Mass transit, such as buses or trolleys, may be granted eligibility at the rate of one unit, or 52.8 feet, per bus stop located within one quarter mile of the public access site. Bus stops used for eligibility may not exceed 211.2 feet per public access. In order to qualify, mass transit must be accessible to the general public and operational year round.

(b) Beachfront public lodging establishments shall be granted eligibility based upon 52.8 feet of shoreline eligibility per unit available to the public. Maximum eligibility may not exceed the beach front width of the property.

(c) Secondary beach access sites shall be granted eligibility for the shoreline length of the access site. Additional eligibility shall be granted at a rate of 52.8 linear feet per unit for up to one-quarter mile in either shore parallel direction, for the following units:

1. Public lodging establishments not located on the beach front but located within one quarter mile of a secondary public access point may contribute to the eligibility for that public access site at the rate of 52.8 feet of shoreline eligibility per rental unit available to the public. Maximum eligibility may not exceed the street-side frontal width of the property.

2. Bicycle parking located within one quarter mile of a secondary access site may be granted eligibility at the rate of 13.2 feet per designated bicycle parking spot. Bicycle parking spots used for eligibility may not exceed 211.2 feet per public access site.

3. Mass transit, such as buses or trolleys, may be granted eligibility for that public access site at the rate of one unit, or 52.8 feet, per bus stop located within one quarter mile of the public access site. Bus stops used for eligibility may not exceed 211.2 feet per public access. In order to qualify, mass transit must be accessible to the general public and operational year round.

4. Automobile parking spaces located within one quarter mile of a secondary access site may be granted eligibility for that public access site at the rate of one unit, or 52.8 feet, per parking space.

(d) Eligible shoreline lengths cannot overlap.

(e) The sum of the eligible shoreline lengths, as defined above, is divided by the total project length to determine the percentage of the total project that is eligible for cost sharing.

(f) The Department shall pay up to 100 percent of the costs of approved beach management projects when construction and

maintenance are on lands with public beach access of which the state is the upland riparian owner and such lands are managed by the state.

(2) For inlet management projects, the Department shall cost-share 75 percent of the non-federal cost with the local sponsor for eligible components, pursuant to Section 161.143(3), F.S.

(3) Cost savings which occur due to the planned geographic coordination or sequencing of two or more projects between local sponsors, may qualify for additional reimbursement. Geographic sequencing means combining two projects together for the purpose of contracting. In order to determine the increase in the state's cost share the projects shall demonstrate the cost savings of combining the projects and request reimbursement for the demonstrated cost savings following completion of the project phase. The cost share shall be adjusted not to exceed the state's maximum cost share amount of 75 percent of the eligible costs.

(4) All costs of physical and biological monitoring required by state and federal permits are eligible for cost sharing.

(5) A local sponsor may voluntarily agree at any time that an appropriation cannot be used and provide the Department with written agreement that such funds shall be available for reallocation.

(6) The Department will cost share for private contractual services necessary to conduct the project. Services may be contracted to a local sponsor if the Department is shown evidence that the local sponsor's proposal is cost effective, of sufficient professional quality, and otherwise in the general public interest. In determining whether contractual services are cost effective, the Department shall consider cost estimates provided by the local sponsor from fully qualified private companies or individuals. Specific contractual services performed by or for local governments shall be subject to specific accountability measures and audit requirements and be consistent with the principles of Chapter 287, F.S., for competitive bidding and opportunity.

Rulemaking Authority 161.101(21), 161.143(6), 161.161(7) FS. Law Implemented 161.088, 161.091(1), 161.101(1), (2), (8), (9), (10), (11), (12), (14), (15), (16), (17), (18), (19), (20), 161.142(1), (2), (4), (5), (6), (7), 161.143(1)-(5), 161.161(1), (2), (6) FS. History—New 6-10-83, Formerly 16B-36.07, Amended 4-27-86, Formerly 16B-36.007, Amended 12-25-03, 8-5-13.

62B-36.009 Project Agreements.

(1) The Department and the local sponsor will execute a project agreement when funds are available and the project is ready to proceed. The project agreement shall include the following:

(a) The estimated costs for each eligible project item, including the amount of the local sponsor's share, the Department's share, and when applicable, the federal share;

(b) A scope of work and estimated date of completion for each eligible project item; and,

(c) A periodic reporting and billing schedule.

(2) The Department's annual financial obligation under the agreement shall be contingent upon a legislative appropriation and continued availability of funds. Funds not expended in a timely manner are subject to reversion or re-appropriation.

(3) Local sponsors may design and construct beach management projects which are consistent with this rule and Chapter 161, F.S., prior to the receipt of funding from the state pursuant to Sections 161.101 and 161.161, F.S., and may subsequently apply for reimbursement from the state within three years of the completion of the project pursuant to Section 161.101, F.S., provided that:

(a) The local sponsor has obtained from the Department approval for cost-sharing for all scopes of work related to the project and has established the basis for reimbursement before the project phase commences. No reimbursement shall be granted for work accomplished prior to the date of the agreement unless specifically set forth in the agreement;

(b) The project has been subject to review by the Department in the design or construction phases and the project has been found to be consistent with the intent of Chapter 161, F.S., for project eligibility and cost effectiveness;

(c) Reimbursement shall be limited to eligible project costs as specified in the written agreement referenced in paragraph (a), above, and this rule;

(d) The project has been prioritized as required in Sections 161.101(14) and 161.143(2), F.S., and is subject to legislative appropriation; and,

(e) Documentation of costs are provided to the Department, pursuant to the requirements of the State's Auditor General.

Rulemaking Authority 161.101(21), 161.143(6), 161.161(7) FS. Law Implemented 161.088, 161.091(1), 161.101(1), (2), (8), (9), (10), (11), (12), (14), (15), (16), (17), (18), (19), (20), 161.143(2), (3), (4), 161.161(1), (2), (6), 216.181, 287.057 FS. History—New 6-10-83, Formerly 16B-36.09, 16B-36.009, Amended 12-25-03, 8-5-13.

Alison Hagerup Parking Lot Project





Proposal

- Installation of Mobile Bathroom Trailer
- Upgrade (to code) of 2 Handicapped spaces
- Installation of outdoor shower
- Propose pavers for entrance and entire lot.



Project Specifications

The project consists of installing a 3-station ADA mobile trailer, with power and water, 2 ADA-certified handicapped parking spaces, a shower, and pavers throughout the lot.

Existing Lot



Rendering of Proposed Trailer



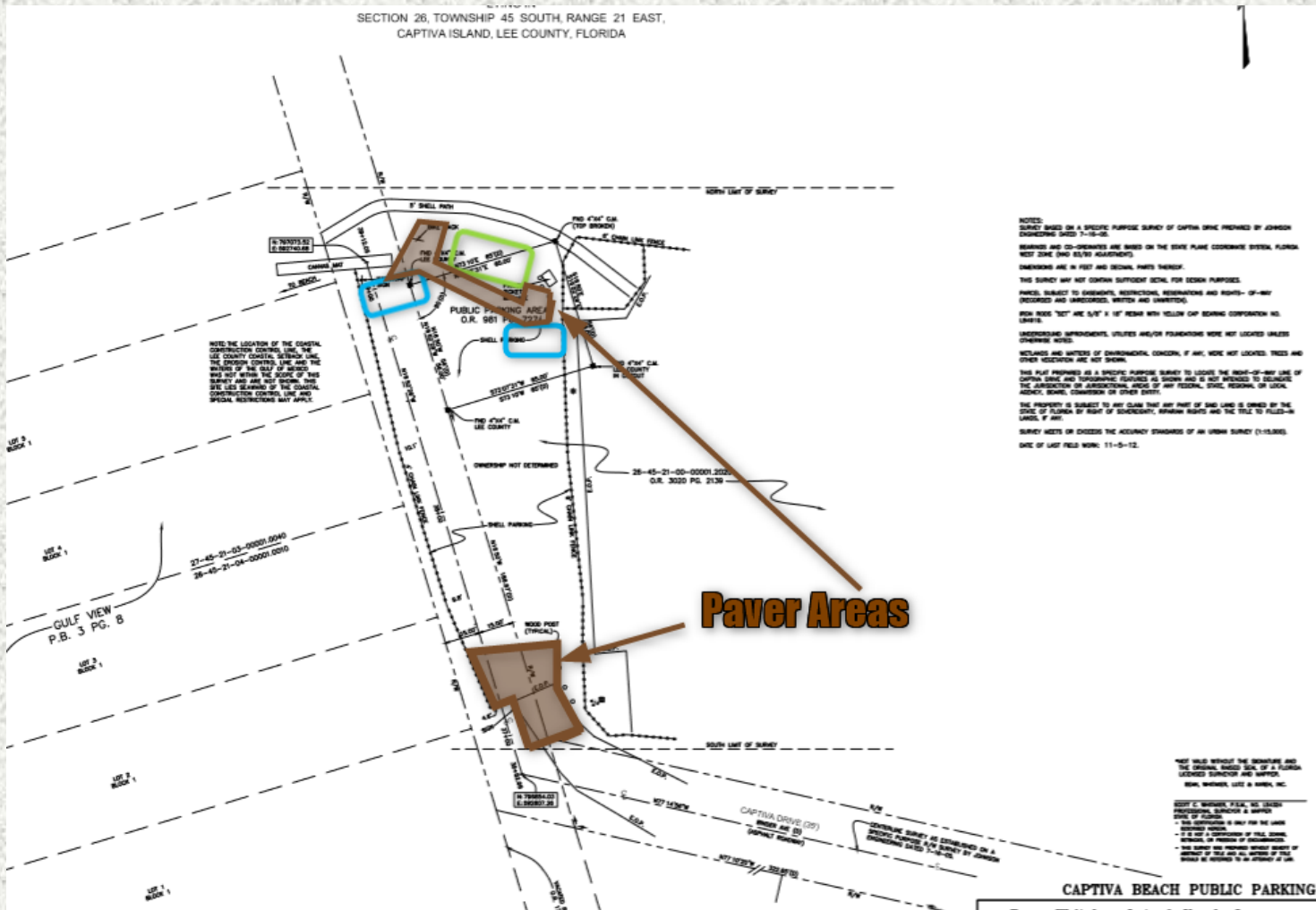
Interior of Women's Bath



Interior of ADA Bath



Partial Paver Areas





Estimated Costs

- Mobile Trailer \$46,000
- Survey and Engineering \$14,500
- Title Search \$ 1,400
- Construction/Utilities \$25,000
- Timed Locks \$ 1,200
- Shower \$ 5,000
- Handicapped Spaces \$ 5,000
- Permitting \$ 2,500
- Partial Pavers \$ 8,000
- Full Pavers \$60,000

Cost Range: \$108,600 - \$160,600

Project Site Overview





Captiva

Erosion Prevention District



ALISON HAGERUP BATHROOM TRAILER PROJECT SCOPE

8/20/19

OVERVIEW

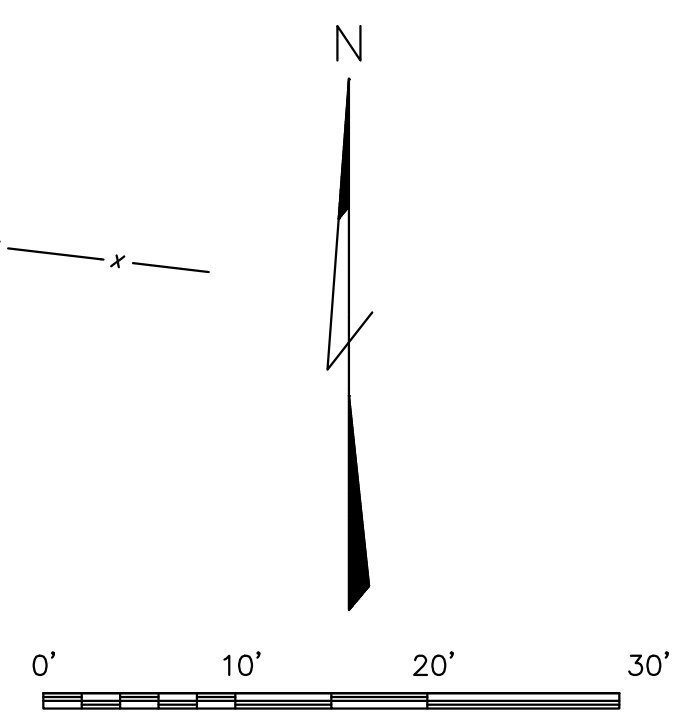
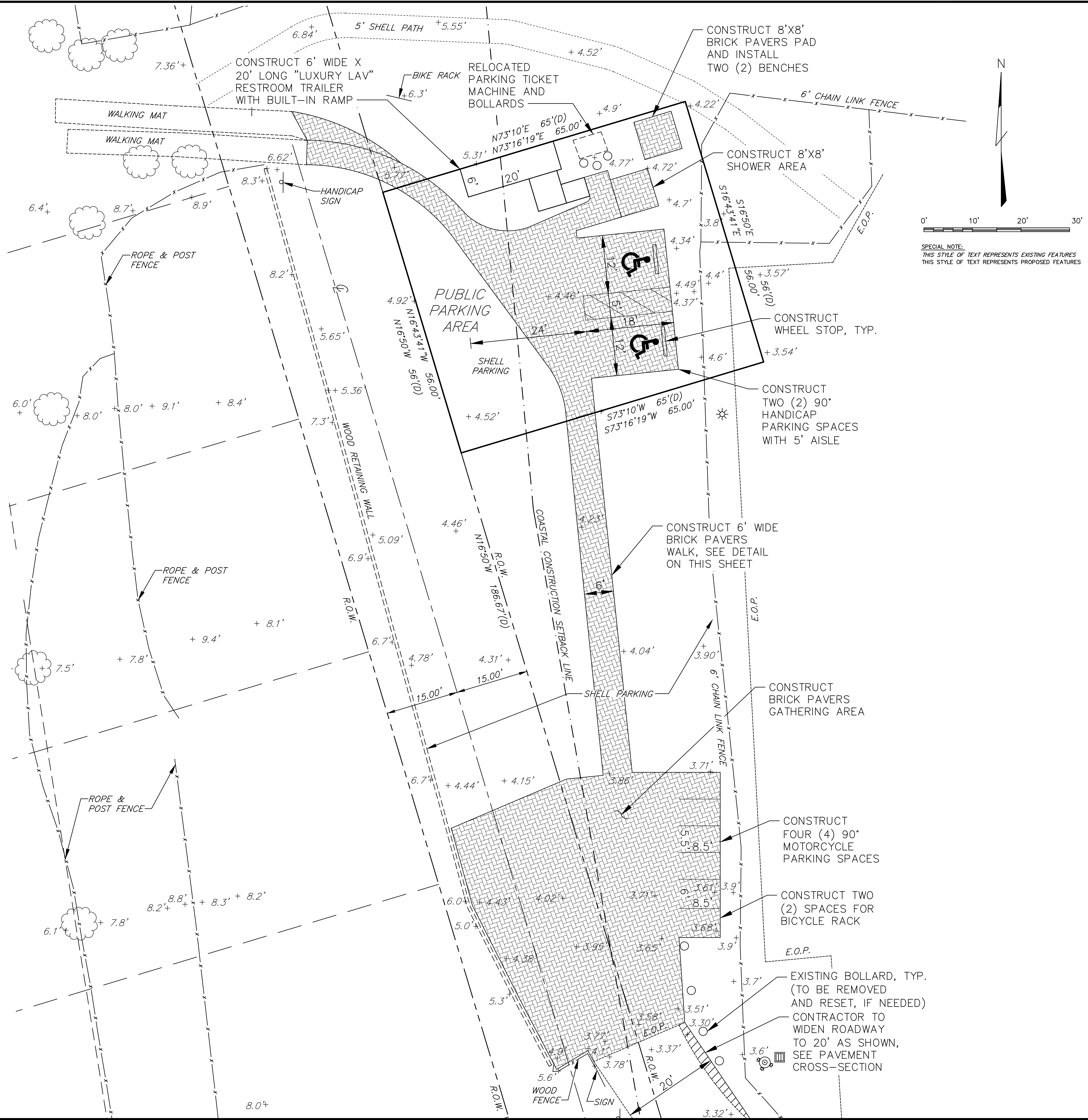
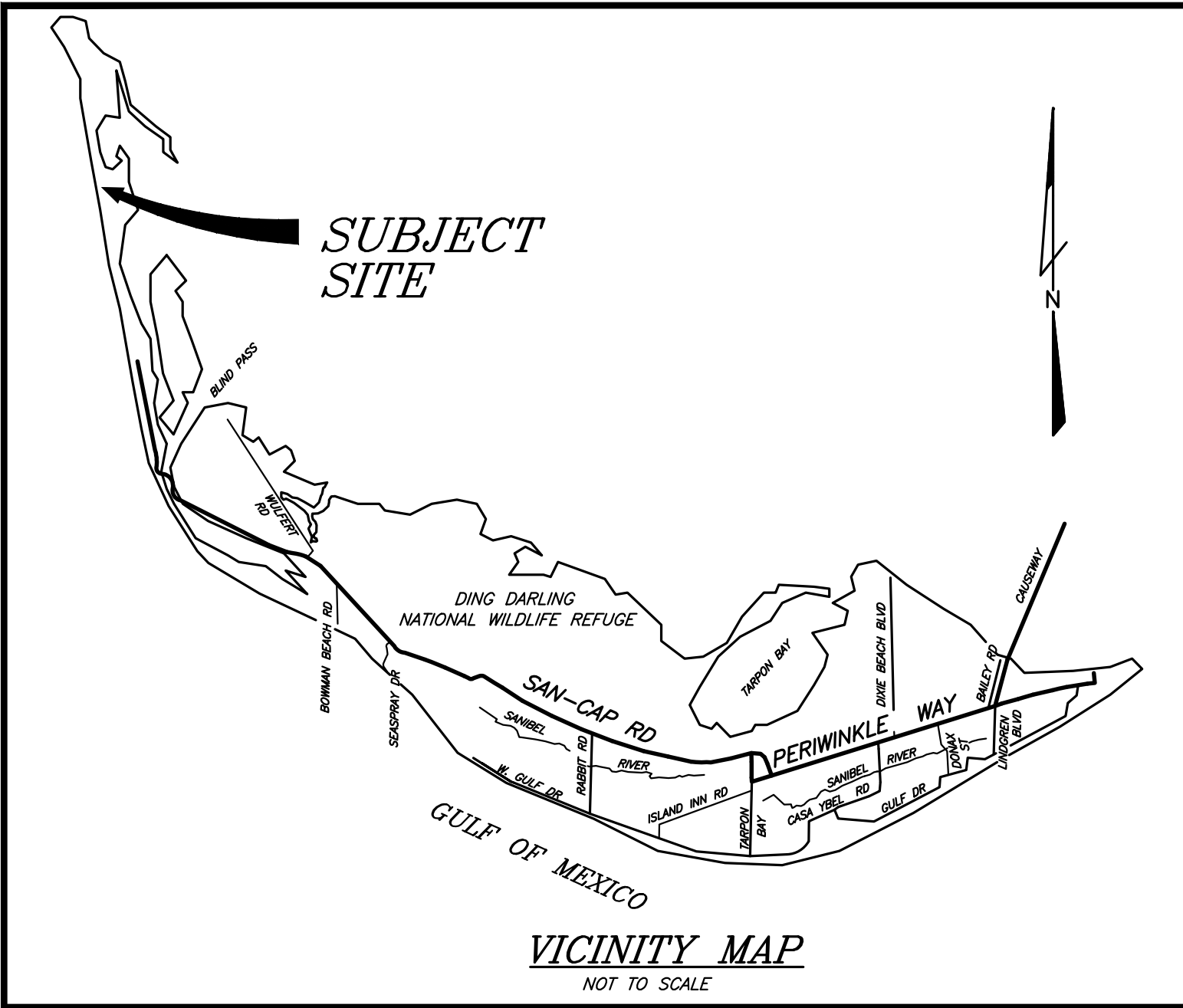
1. Project Background and Description

i *The purpose of this project is to upgrade the bathroom and shower facilities, to improve the entryway, and make the handicapped spaces ADA compliant.*

Funding has been provided by the TDC for the trailer, construction, and pavers totalling \$143,000

2. Project Scope

- i**
- 1. Purchase and Installation of a 3-stall, 20' x 6' Bathroom Trailer.*
 - 2. Installation of power and water lines separate from South Seas.*
 - 3. Move meter power from South Seas to the new CEPD power meter.*
 - 4. Construct 2 Handicap parking spots that meet ADA regulations.*
 - 5. Construct walkways from handicap spots to bathroom and mobi-mats.*
 - 6. Construct shower area with 2 park benches.*
 - 7. Construct entry paver brick area.*
 - 8. Remove bollards to increase entryway, provide additional bike racks and 2 motorcycle spaces.*



SPECIAL NOTE:
 THIS STYLE OF TEXT REPRESENTS EXISTING FEATURES
 THIS STYLE OF TEXT REPRESENTS PROPOSED FEATURES

CESINC Engineers • Environmental Scientists • Surveyors 13041 Mcgregor Boulevard, Fort Myers, Florida 33919 PHONE: (239) 481-1331 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBERS EB32664 & LB2627 DRAFTING BY: G.A. MEJIA DESIGNED BY: G.A. MEJIA APPROVED BY: A.R. KAREH PROJECT NO: 2010551.001(19-12) DATE: JULY 18, 2019 SCALE: 1" = 10'		SANIBEL EROSION PREVENTION DISTRICT 11513 ANDY ROSSE LANE, UNIT 4 CAPTIVA, FL 33924 PHONE: (239) 472-2472 AHMAD R. KAREH STATE OF FLORIDA PROFESSIONAL ENGINEER LICENSE NO. 43324
SOUTH SEAS BEACH PARKING LOT SECTION 26, T 45S, R 21E, LEE COUNTY, FLORIDA		STATUS DATE:
SITE PLAN		SHEET 1 OF 1
LOCATION: P:\FILE\2010551-CAPTIVA_EROSION_PREVENTION_DISTRICT\001-14790 CAPTIVA DRIVE-ARK02-CAD_DRAWINGS\CIVIL\SOUTH SEAS BEACH PARKING LOT.DWG\SKETCH.plotted 19/08/07 4:10:18 PM. gmejia		26-45-21 131 of 169

Allison Hanger up Plans – Notes
Based on Florida State Statutes and the 2012 Accessibility Code for Building Construction

Accessible parking:

Florida State Statute 533.5041(c)1

Each parking space must be at least 12 feet wide (from center line to centerline of the white lines), and outlined with blue. Parking access aisles must be at least 5 feet wide (from centerline to centerline) and must be part of an accessible route to the building or facility entrance. The access aisle must be striped diagonally to designate it as a no-parking zone. (The slope may be no greater than 2% in all directions)

Notes * Accessible parking 2 ADA spaces is good, dimensions for parking space and adjoining access aisle looks good. 12" from center to center of white lines for parking with blue outline for parking, 5' access aisle.

Florida State Statute 533.5041(a)

All spaces must be located on an accessible route that is at least 44 inches wide so that users are not compelled to walk or wheel behind parked vehicles except behind his or her own vehicle.

Notes* The access aisle (**302 Ground Surface**) must be stable and slip resistant located in front of the parked vehicles so that no person with a disability does not have to maneuver behind another parked vehicle. Ground surface stability – must stay intact when force is applied – pit shell does not meet this requirement unless compacted and a stabilizer is used (difficult to maintain). Pavers are allowed as long as they meet **302.3 Openings** – no opening greater than ½" between pavers, and **303 Changes in Level** no rise greater than ¼" unless beveled, slope no running slope greater than 5% (unless ramped) no cross slope greater than 2%. No protruding objects into the walkway greater than 4 ½" unless detectable at 27" up to 80" above the walkway. (Unless trees/bushes/projection is protected by law).

The **standard parking and walkways may be pit shell.**

Notes*

In plans bushes seem to be protruding into the walking mat, they should be moved away from the mat to have a clear walking and passing surface. The mat should be maintained so that the running slope is no greater than 5%, and cross slope no greater than 2% cross slope. Use caution when selecting mat, they should be slip resistant (some mats have slick surfaces, especially when wet or covered in beach sand). The width is good.

All features that will be utilized by the public (such as pay machines, showers, bike racks) shall be located on an accessible surface (**302 Ground Surfaces**) with **305 Clear Ground space** – at least 30" by 48".

All features should have operable parts (**309**) – i.e. – levers instead of twist shower handles, and be located within the reach ranges (**308**).

Restrooms should be connected to an accessible surface with a landing at the top, and bottom of the ramp (**405**), connected to an accessible surface (beach mat is fine).

Bench area – leave at least 1 w/c space next to the bench – ensure that there is a turning radius.

I would personally move the bike rack down to the accessible parking area (some individuals with disabilities use modified bicycles). (Make sure that it does not infringe on other amenities clear space).

The word "Handicap" has been removed from the statutes and regulations – I would recommend using the word accessible instead).

If you have any questions, please give me a call.

- Lee County

- South Seas



27-45-21-03-00001.0040
 26-45-21-04-00001.0010

DESCRIPTION
 AS SHOWN IN OFFICIAL RECORD BOOK 9
 A LOT OR PARCEL OF LAND LYING IN CC
 TOWNSHIP 45 SOUTH, RANGE 21 EAST, C
 FLORIDA WHICH LOT OR PARCEL IS DESC
 FROM THE NORTHEAST CORNER OF L
 BOOK 3 AT PAGE 21 OF THE PUBLIC
 COUNTY, RUN N 77°10'20" W ALONG
 BINDER AVENUE (35 FEET WIDE) FOR
 WITH THE EASTERLY LINE OF A PUBLI
 N 16°50' E PARALLEL TO SAID NORTH
 LINE OF SAID PUBLIC ROAD FOR 56 F
 FOR 65 FEET TO THE POINT OF BEGI
 BEARINGS HEREINAbove MENTIONED ARE P
 FLORIDA WEST ZONE.

CENTERLINE SURVEY AS ESTABLISHED ON
 SPECIFIC PURPOSE P/W SURVEY BY JOH
 ENGINEERING DATED 7-18-05.

POINT OF COMMENCEMENT
 NORTHEAST CORNER OF
 LOT 1, BLOCK 3, BRYANT'S
 ADDITION TO GULFVIEW

EASEMENT AGREEMENT

THIS AGREEMENT is entered into this 25th day of October, 1989 by SOUTH SEAS RESORT LIMITED PARTNERSHIP, ("Grantor"), a Florida limited partnership with its principal place of business at 13391 McGregor Boulevard, Fort Myers, Florida 33919 and the CAPTIVA EROSION PREVENTION DISTRICT, ("Grantee") of 11550 Chapin Lane, Captiva Island, Florida 33924.

W I T N E S S E T H:

WHEREAS, Grantor is the fee simple holder of title of certain real property located on the Island of Captiva, County of Lee, State of Florida, described in Exhibits A & B attached hereto and incorporated herein by reference (collectively referred to as "Easement Property"); and

WHEREAS, Grantee is a beach and shore preservation district established under the laws of the State of Florida; and

WHEREAS, Grantee has begun an erosion prevention project known as "The Captiva Island Beach Restoration Project", (the "Project"); and

WHEREAS, as a condition to federal funding of the Project, Grantee is required to demonstrate that vehicular parking and access to the beach area is available to members of the public; and

WHEREAS, Grantor acknowledges the benefits it will receive to its property as a result of the easement granted herein and desires to convey to Grantee hereby an exclusive easement in the Easement Property subject to the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual agreements herein contained, the benefits flowing to each of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Easement. Grantor hereby grants, sells, bargains and conveys unto Grantee for the benefit of the general public, and subject to the terms and conditions hereinafter set forth, an easement in, over, and across the Easement Property for outdoor recreational purposes, including the parking of vehicles, for so long as the Project is maintained by Grantee (the "Easement Term").

Original to Corps of Engineers

2. Access. Grantee is also hereby granted for the benefit of it and the general public, a right of ingress and egress over and across the Easement Property as is necessary for the proper use of the rights granted herein.

3. Limitation of Grantor's Liability. This Easement is conveyed for outdoor recreational purposes pursuant to the terms of Florida Statute Section 375.251. As set forth therein, Grantor shall owe no duty of care toward any persons entering the Easement Property, nor have any liability or responsibility for any injury to persons or property caused by the act or omission of any person entering on said Easement Property.

4. Indemnity. Grantee shall defend any claims asserted by any person against Grantor and hold Grantor harmless from any liability to a third person incurred by Grantor (except if such liability or claim arises out of the deliberate, willful or malicious acts of Grantor), arising from loss or injury to such person attributable to the use of the Easement Property, or from any condition alleged to have existed on the Easement Property and which loss or injury occurred subsequent to the date of this Agreement.

5. Grantor's Activities. Grantor agrees not to do or commit any acts which would interfere with the rights granted to Grantee under this Agreement.

6. Maintenance. Grantee shall be responsible for the maintenance, repair and upkeep of the Easement Property during the term of this Easement, at its cost and expense.

7. Covenants Run with the Land. The agreements, covenants, restrictions and easements herein set forth are and shall be covenants running with the land and shall inure to the benefit of and be binding upon Grantor, its successors and assigns, and all future owners of the Easement Property.

8. Grantor's Representation. Grantor warrants and represents that it is the lawful owner of and has good and marketable legal title to the Easement Property and that it has the full right, power and authority to grant this Easement to Grantee.

9. Modification or Cancellation. This Agreement may not be modified or cancelled without the express written consent of Grantee and Grantor or their representative heirs, successors or assigns.

10. Termination of Easement. This Easement and the rights granted herein will automatically cease and terminate upon the expiration of the Easement Term.

11. Assignment. Grantee may, without Grantor's consent, assign this Easement and the rights granted to Grantee hereunder, to Lee County. No such assignment shall be binding on Grantor until Lee County assumes and agrees to be bound by the terms of this Agreement and until Grantee notifies Grantor in writing of such assignment.

12. Entire Agreement. This constitutes the entire agreement by the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the day and year first written above.

WITNESSES AS TO GRANTOR:

John Deen
Debbie Furman

GRANTOR:

SOUTH SEAS RESORT LIMITED
PARTNERSHIP BY CAPTIVA RESORT
COMPANY LIMITED

BY: Allen G. Ten Broek
Allen G. Ten Broek
~~its~~ sole General Partner

WITNESSES AS TO GRANTEE:

Alicia Lopez
Nancy E. Stuard

GRANTEE:

CAPTIVA EROSION PREVENTION
DISTRICT

BY: Sheila E. Hoem
Name: Sheila E. Hoem
Title: Chairman

STATE OF Florida)
)
COUNTY OF Lee) SS.

On this 24th day of October, 1989, before me, appeared Allen G. Ten Broek, to me personally known, who being by me duly sworn, did say that he is the sole General Partner of SOUTH SEAS RESORT LIMITED PARTNERSHIP who executed the foregoing instrument and acknowledged before me that he executed the same as such partner of said partnership for and in behalf of said partnership and that he executed same as his voluntary act and as the voluntary act and deed of said partnership for the purposes and use therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Pinda M. Swonek
Notary Public
In and for said State and County

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT. 12, 1992
BONDED THRU GENERAL INS. UND.

STATE OF Florida)
)
COUNTY OF Lee) SS.

Before me, the undersigned Notary Public in and for said State and County, on this 25th day of October, 19 89, personally appeared Shirley Hoen as _____, of the CAPTIVA EROSION PREVENTION DISTRICT who signed acknowledged that he/she signed that foregoing instrument as such officer of said District for and in behalf of said District, and that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of said District, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my signature and affixed my official seal on the day and year aforesaid.

Nancy Ellen Stroud
Notary Public
In and for said State and County

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 2, 1993
BONDED THRU GENERAL INS. UND.

DESCRIPTION
PARCEL "A"

SECTION 26, T. 45 S., R. 21 E.
CAPTIVA ISLAND, LEE COUNTY, FLORIDA

A tract or parcel of land lying in Government Lot 1, Section 26, Township 45 South, Range 21 East, Captiva Island, Lee County, Florida which tract or parcel is described as follows:

Beginning at the intersection of the north line of Captiva Drive S.W. (35 feet wide) (formerly known as Binder Avenue) and the easterly line of a public road (30 feet wide) as shown on plat of Gulf View Subdivision recorded in Plat Book 3 at Page 8 of the public records of Lee County, Florida run N 16° 50' 00" W along the easterly line of said public road for 145.77 feet to the southwesterly corner of lands described in Official Record Book 981 at Page 727 of said public records; thence run N 73° 10' 00" E along the southerly line of said lands for 51.00 feet; thence run S 03° 57' 25" E for 142.17 feet; thence run S 35° 48' 11" E for 23.90 feet to an intersection with the northerly line of said Captiva Drive S.W.; thence run N 77° 10' 20" W along said northerly line for 31.17 feet to the Point of Beginning.

Containing 5,188 square feet more or less.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone.

EXHIBIT "A"

DESCRIPTION

PARCEL "B"

SECTION 26, T. 45 S., R. 21 E.
CAPTIVA ISLAND, LEE COUNTY, FLORIDA

A tract or parcel of land lying in Government Lot 1, Section 26, Township 45 South, Range 21 East, Captiva Island, Lee County, Florida which tract or parcel is described as follows:

From the intersection of the north line of Captiva Drive S.W. (35.00 feet wide) (formerly known as Binder Avenue) and the easterly line of a public road (30 feet wide) as shown on plat of Gulfview Subdivision recorded in Plat Book 3 at Page 2 of the public records of Lee County, Florida run N 16° 50' 00" W along the easterly line of said public road for 201.77 feet to the northwesterly corner of lands described in Official Record Book 981 at Page 727 of said public records and the Point of Beginning.

From said Point of Beginning continue N 16° 50' 00" W along said easterly line for 16.01 feet; thence run N 83° 28' 48" E for 66.05 feet; thence run S 16° 50' 00" E for 4.26 feet to the northeast corner of said lands described in Official Record Book 981 at Page 727; thence run S 73° 10' 00" W for 65.00 feet along the northerly line of said lands for 65.00 feet to the Point of Beginning.

Containing 659 square feet more or less.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone.

EXHIBIT "B"

My Commission Expires:

This instrument was prepared by:

Debra J. Turchin, Esq.
Burke, Bosselman & Weaver
1900 Glades Road, Suite 350
Boca Raton, Florida 33431

**AGREEMENT FOR MAINTENANCE OF
CAPTIVA BEACH ACCESS AREA PARK**

This Agreement entered into this 23rd day of March, 1999, by and between LEE COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as "County"), CAPTIVA EROSION PREVENTION DISTRICT, an agency created under Florida Statutes Chapter 161 (hereinafter referred to as "CEPD"), and MERISTAR MANAGEMENT COMPANY, LLC, as agent d/b/a SOUTH SEAS PLANTATION RESORT AND YACHT HARBOUR, a Delaware corporation (hereinafter referred to as "South Seas").

RECITALS

WHEREAS, South Seas Plantation is the owner and developer of certain property located in the northern tip of Captiva Island, specifically known as South Seas Plantation; and

WHEREAS, the County has a 45 space parking lot for use of the beaches at the southern boundary of the South Seas property; and

WHEREAS, on the part of this park property that is owned by South Seas, the predecessor to South Seas has granted the Captiva Erosion Prevention District an unrecorded easement allowing vehicular parking for so long as the CEPD maintains the project; and

WHEREAS, certain improvements are necessary to enhance this facility;

WHEREAS, it is in the interest of the parties to enter into this Agreement to outline the responsibilities of the parties for the benefit of the general public; and

WHEREAS, the installation of a parking metered machine would capture revenue to offset the cost incurred by Lee County and will benefit the CEPD by its receipt of any surplus

revenues.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and ten (\$10) dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. County will make certain improvements to this park facility, at a cost not to exceed Twenty Thousand (\$20,000.00) Dollars. A description and probable cost estimate of these improvements is indicated in the Engineer's Probable Cost Estimate, as attached in Exhibit "A".

2. CEPD, or its designated assignee, will collect the revenues from the parking machine. The revenues are to be distributed as follows:

a. Lee County will receive all revenues until its the actual costs for making the improvements as described in Exhibit A have been paid.

b. Any and all surplus revenues will go to the CEPD.

3. CEPD, or its designated assignee, agrees to maintain the parking facility, and all other items incidental to the parking facility, so as to permit full use by the general public of the parking facilities.

4. CEPD, or its designated assignee, agrees to prevent the creation of any obstructions or conditions which may be dangerous to the public.

5. CEPD and its designated assignee may erect one sign on the property, acknowledging that they are performing the operation and maintenance of this facility on behalf of the community. Such sign will be properly permitted prior to its placement in conformance with county rules and regulations.

6. Each party to this agreement agrees to indemnify, hold harmless, and defend

the other parties, and all of its officers, agents, consultants, and employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought where recoverable by reason of any act or omission of that party, its agents, consultants, employees or its subcontractors, in the operation and maintenance of the park facilities as contemplated in this Agreement and agrees to assume any related cost, to be offset by the revenues collected in the parking machine. Each party will carry and contain in full force and effect liability insurance so as to indemnify the other parties in all such respects. A copy of the Certificate of Insurance provided by CEPD and South Seas is attached as Exhibit "B". The insurance shall remain in effect until such time that CEPD provides similar proof of insurance to the satisfaction of the County's Risk Manager.

7. Except for the placement of the sign in Section 5 above, the County will obtain all official permits and licenses and pay all proper fees to make the improvements as contemplated in Exhibit "A".

8. CEPD and South Seas agrees that if the placement, repair, relocation or reconstruction of the public utilities including, but not limited to, water, sewage, gas, power, and telephone located within the property of the parking facility requires a temporary closing, then CEPD and South Seas will allow the parking facility to temporarily close within thirty (30) days of receipt of notice at no cost to the County or any utility.

9. This Agreement will continue in full force and effect until such time as the park facility is closed, abandoned, vacated, discontinued, or reconstructed or until CEPD and South Seas receives written notice of the County's termination of this Agreement or until such time as CEPD or South Seas notifies the County in writing of its intent to terminate this

Agreement.

10. This Agreement binds and inures to the benefit of the parties as well as their respective legal representatives, successors, and assigns.

11. All notices shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, regular mail or by deposit with Federal Express or other nationally recognized overnight courier service, postage prepaid and addressed to:

COUNTY: Barbara Manzo
Lee County Parks and Recreation
3410 Palm Beach Boulevard
Fort Myers, FL 33916

With a copy to: Audrey E. Vance, Esq.
Lee County Attorney's Office
P.O. Box 398
Fort Myers, FL 33902
(2115 Second St., Fort Myers, FL 33901)

SOUTH SEAS: Fred Hawkins, Managing Director
South Seas Plantation Resort and Yacht Harbour
5400 Plantation Road
Captive, FL 33924

CEPD: Alison Hagerup, Administrator
Captive Erosion Prevention District
P.O. Box 365
11550 Chapin Lane
Captive, FL 33924

With a copy to: Nancy E. Stroud, Esq.
Burke, Weaver & Prell
One Lincoln Place Suite 350
1900 Glades Road
Boca Raton, FL 33431

12. This Agreement shall be construed and its performance enforced under Florida law.

13. This Agreement contains the entire understanding of the parties and supersedes all prior agreements and negotiations with respect to such matter.

14. This Agreement may not be changed or modified except by a written agreement signed by all parties hereto.

15. Each party without further consideration, shall take such action to execute and deliver such documents as the other may reasonably request to effectuate the purposes of this Agreement.

16. The parties hereby recognize that the Office of the Lee County Sheriff has the authority at this facility to issue and write parking tickets for non-payment or expired time tickets, in accordance with Lee County Ordinance No. 90-56, as amended.

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement as of this date and year first above given.

ATTEST
CHARLIE GREEN, CLERK

By: Michele S. Zeisner
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: Ray Judal
Chairman

APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney

Gina Jensen
Witness

MERISTAR MANAGEMENT COMPANY, LLC
d/b/a SOUTH SEAS PLANTATION RESORT
AND YACHT HARBOUR

Gina Jensen
Witness

By: Fred Hawkins
Fred Hawkins, Managing Director

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 23rd day of FEBRUARY, 1998⁹ by FRED HAWKINS of MERISTAR MANAGEMENT COMPANY, LLC, d/b/a SOUTH SEAS PLANTATION RESORT AND YACHT HARBOUR, a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



Deborah Sue Barnes

Notary Public

DEBORAH SUE BARNES

(Name typed, printed, or stamped)

(Title or Rank)

(Serial Number, if any)

Rae A. Denny
Witness

CAPTIVA EROSION PREVENTION DISTRICT

[Signature]
Witness

By: Alison Hagerup
Alison Hagerup, Administrator

EXHIBIT "A"

CAPTIVA PARKING LOT PROJECT #0106

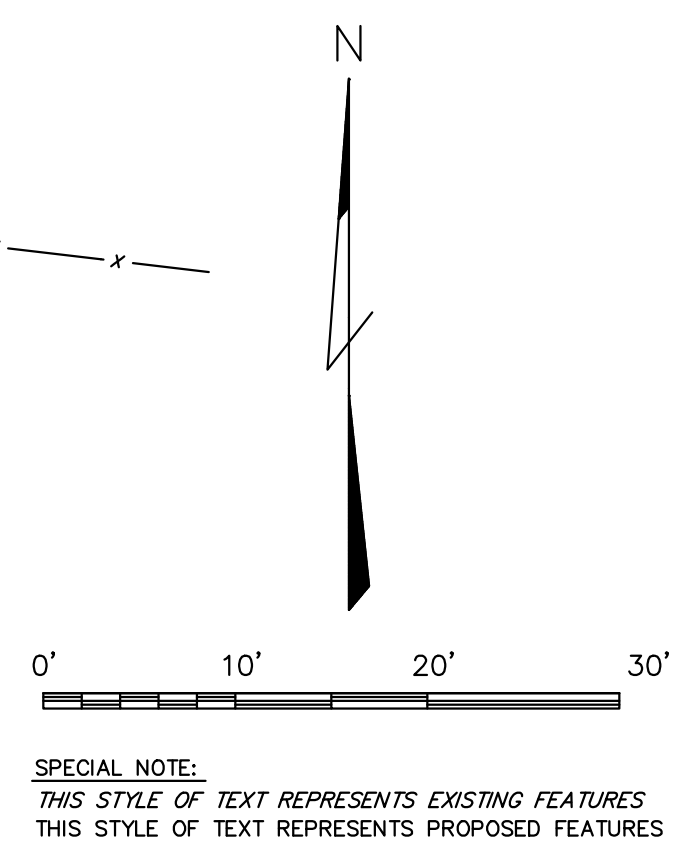
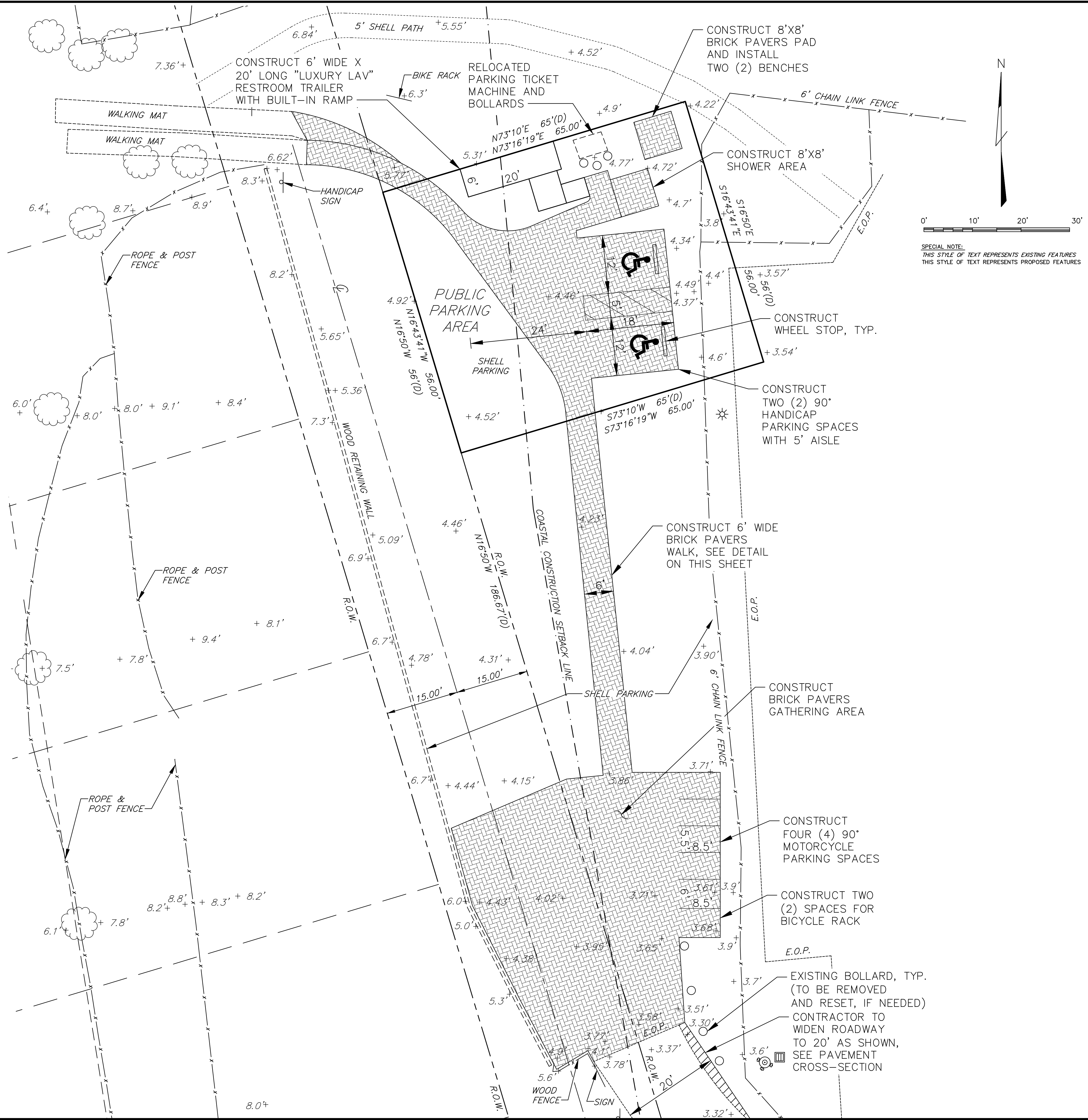
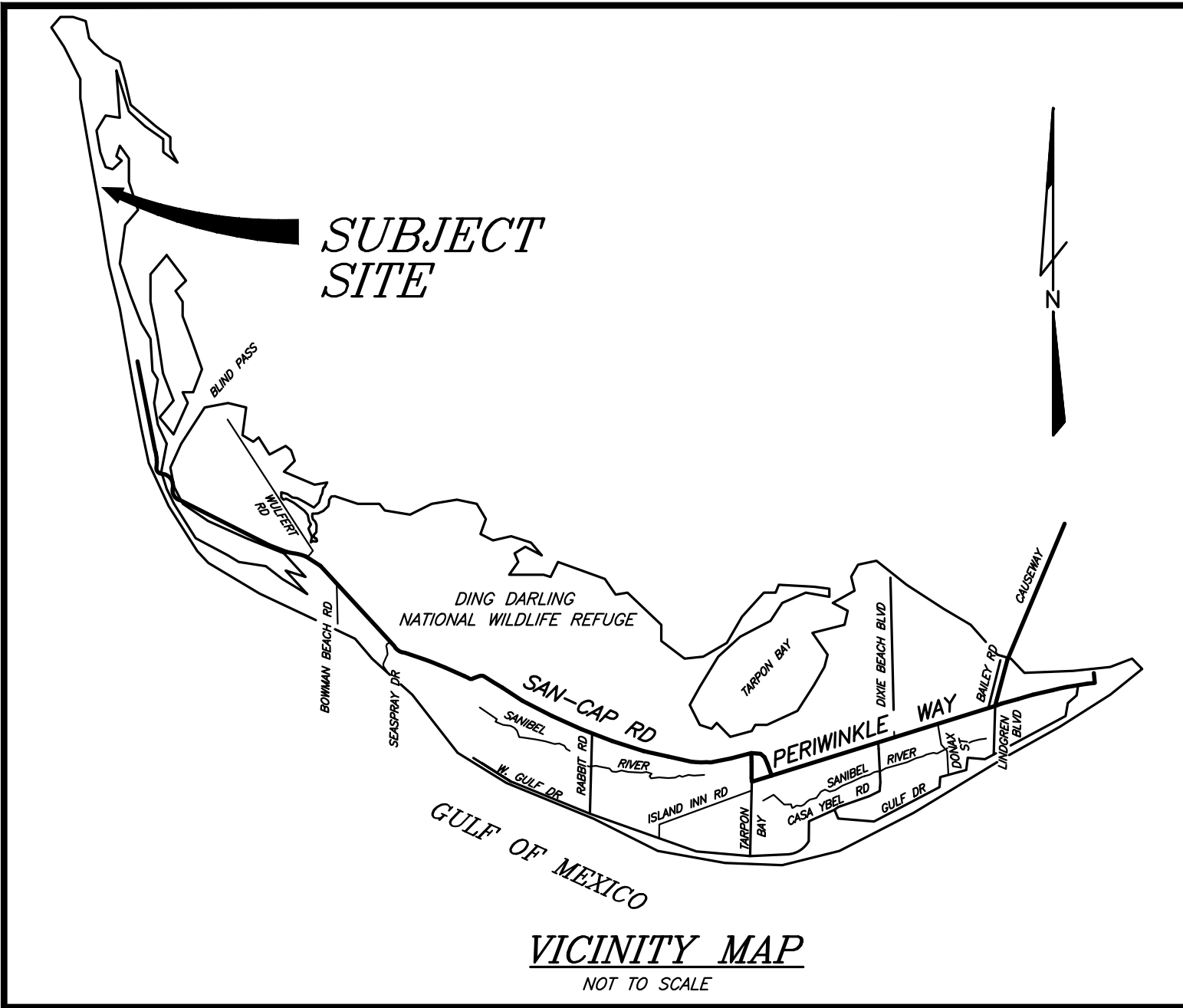
PERSONNEL:

Administration	\$908.04
Managers	\$595.13
Senior Supervisor	\$126.42
Heavy Equipment Crew	\$2,964.00
Personnel Total	\$4,593.59

OPERATING:

Pit Shell	\$551.25
Parking Bumpers	\$540.00
Signs	\$661.57
Fence	\$1,372.50
Parkmaster Machine	\$9,725.00
Bridge Tolls	\$48.00
Future Miscellaneous Expenses	\$2,500.00
Operating Total	\$15,398.32

GRAND TOTAL **\$19,991.91**



<p>CESINC Engineers • Environmental Scientists • Surveyors 13041 Mcgregor Boulevard, Fort Myers, Florida 33919 PHONE: (239) 481-1331 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBERS EB32664 & LB2627 DRAFTING BY: G.A. MEJIA DESIGNED BY: G.A. MEJIA APPROVED BY: A.R. KAREH PROJECT NO: 2010551.001(19-12) DATE: JULY 18, 2019 SCALE: 1" = 10'</p>	<p>SOUTH SEAS BEACH PARKING LOT SECTION 26, T 45S, R 21E, LEE COUNTY, FLORIDA</p>
<p>LOCATION: P:\FILE\2010551-CAPTIVA_EROSION_PREVENTION_DISTRICT\001-14790 CAPTIVA DRIVE-ARK02-CAD_DRAWINGS\CIVIL\SOUTH SEAS BEACH PARKING LOT.DWG/SCHEMATIC.plotted 19/08/07 4:10:18 PM. gmejia</p>	<p>STATUS</p>
<p>DATE:</p>	<p>DATE:</p>
<p>FILE:</p>	<p>STATUS</p>

SITE PLAN

SHEET 1 OF 1

26-45-21

FEMA FUNDING for HURRICANE IRMA

PW #	Category	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount
361	G	Repairs to Captiva Erosion Prevention District	847,383.76	75	141,230.63	12.5	141,230.62	12.5	1,129,845.01
6059	Z	DR 4337-FL-Lee-Captiva Erosion Prevention Dist.	42,369.19	75	7,061.53	12.5	7,061.53	12.5	56,492.25
NEW		Federal Obligated	1,067,703.54	90	59,316.86	5			1,186,337.26
NEW:									
Eligible Obligated	\$	1,186,337.26							
Expended	\$	49,730.00							
Not Expended	\$	1,136,607.26							
Federal Obligated	\$	1,067,703.54	90%	889,752.95	75%				
Paid	\$	37,297.50	3%						
Un-Paid	\$	1,030,406.04							
State Obligated	\$	59,316.86	5%	148,292.16	12.50%				
Paid	\$	6,216.25	10%						
Un-Paid	\$	53,100.61							
TOTAL:	\$	1,127,020.40		\$ 1,038,045.11					
TOTAL PAID:	\$	43,513.75							
TOTAL UNPAID:	\$	1,083,506.65							

*Expended are for Direct Administrative Costs - Contracted Services and Direct Administrative Costs - General (which we are ineligible for because we have no direct employees)



Marine Engineers and Environmental Consultants

September 27, 2019

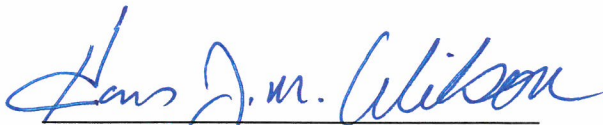
Chairman
Board of the Captiva Erosion Prevention District
11513 Andy Rosse Lane, Unit #3
Captiva, FL 33924

Subject: Resignation

Pursuant to our Management Services Agreement for September 2017, as amended September 1, 2018, we are tendering our resignation in accordance with Section 4 Term: Termination.

For reasons beyond our control it is no longer tenable for HWA to provide consulting service to the CEPD for the purpose of providing an Administration to the District.

We appreciate the opportunity provided to our firm and continue to support the core mission of the CEPD in protecting and preserving the island beaches.


Hans J.M. Wilson

Copy: Joe Wagenti; Carolyn Weaver; Nancy Stroud

Subcommittee Member Requests
Captiva Erosion Prevention District
As of October 3, 2019

Joanne Abbottt
Bob Adler
Dr. Dennis Boatman
Jeff Brown
Susie Henry
Bruce MacDonald
Jon Rosen
Carroll Wetzel

SEP 30 2019

August 1, 2019

The Board of Commissioners
Captiva Erosion Prevention District
11513 Andy Rosse Lane
P. O. Box 365
Captiva, Florida 33924

Attention: Carolyn Weaver, Administrator

We are pleased to confirm our understanding of the services we are to provide the Captiva Erosion Prevention District (the "District"), for the year ended September 30, 2019. We will audit the financial statements including the related notes to the financial statements which collectively comprise the basic financial statements of the District as of and for the year then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Budgetary comparisons for the General Fund and the Capital Projects Fund.

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards and state financial assistance (if necessary).

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Governmental Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or on each major state project in accordance with the Florida State Single Audit Act and the *Department of Financial Services* State Projects Compliance Supplement, as applicable.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

Management is responsible for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's

responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs;

compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Audit Administration, Fees and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in mid November 2019, and to issue our reports no later than January 31, 2020. Wade P. Sansbury, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our all-inclusive maximum fee for the performance of the annual financial and compliance audit services for the September 30, 2019, audit will be \$14,000, and \$3,200 for each major program tested. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be

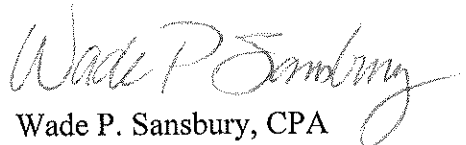
rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed letters and return one to us.

Sincerely,

MAULDIN & JENKINS, LLC



Wade P. Sansbury, CPA

RESPONSE:

This letter correctly sets forth the understanding of the Captiva Erosion Prevention District.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

SEP 30 2019

August 1, 2019

The Board of Commissioners
Captiva Erosion Prevention District
11513 Andy Rosse Lane
P. O. Box 365
Captiva, Florida 33924

Attention: Carolyn Weaver, Administrator

We are pleased to confirm our understanding of the services we are to provide for the Captiva Erosion Prevention District (the "District").

We will examine the District's compliance with Section 218.415, *Florida Statutes*, regarding the investment of public funds as of and for the year ending September 30, 2019. The objectives of our examination are to: (1) obtain reasonable assurance about whether the District complied with the specified requirements above; and (2) to express an opinion as to whether the District's assertion that it complied with the specified requirements, is fairly stated, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Board of Commissioners of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the District and the Auditor General of the State of Florida, and is not intended to be and should not be used by anyone other than those specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the District complied with Section 218.415, *Florida Statutes*, regarding the investment of public funds is free from material misstatement. Our engagement will not include a detailed inspection

of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for compliance with Section 218.415, *Florida Statutes*, regarding the investment of public funds; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the District is in compliance with the above noted criteria. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

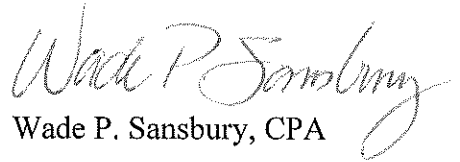
Wade P. Sansbury, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We expect to begin our examination in mid-November 2019. Our fees for these services are included in the District's annual audit engagement letter. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC


Wade P. Sansbury, CPA

RESPONSE:

This letter correctly sets forth the understanding of the District.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

FSBPA Annual Conference
September 18-20, 2019
Summary by Carolyn Weaver

On Wednesday, Martin County Commissioner Doug Smith opened the 62nd Annual meeting and gave attendees a hometown perspective on the county's beaches and a recount of the history of the Hutchinson Shores Resort. Commissioner Smith was followed by a partnership-themed presentation on the county's projects given by Don Donaldson, Kevin Bodge, Pat Noonan, and Ken Craig. Next, we heard from Nerissa Okiye, the county's Tourism and Marketing Manager. She discussed why tourists come to Florida (beaches topped the list) and the demographic of our visitors. She also shared insights on how managers can look for opportunities to collaborate with stakeholders on projects and special events. Sessions covered Hurricane Michael, harmful algal blooms, coastal resiliency, regional projects, and crisis communication. It also highlighted distinguished speakers and guests who provided the timely funding and policy discussions.

Thursday began with the annual Jacksonville District Commander's Update. Colonel Kelly focused on resiliency and how the Corps is working to ensure resilience is "mainstreamed" throughout their business practices. The also included discussion on the 2018-2019 unprecedented coastal program in terms of funding, collaboration, and advancements in regional and systems approaches (e.g., RSM and SACS). Jackie Keiser, Supplemental Program Manager, followed Colonel Kelly, providing a comprehensive overview of the Supplemental Program and the status of project funding. Thursday evening was the awards ceremony dinner. One honor given was to Jackie Keiser. She accepted a promotion to the Chief of the Hurricane Emergency Response Division for the South Atlantic Division, where she will be overseeing the Supplemental Program for the region. Although Florida's beaches will no longer be her sole focus, Florida's shorelines will still be a major part of her hurricane emergency responsibilities. It has been clear to the FSBPA that year after year, Jackie is an exceptional multi-tasker and has set the standard of excellence and commitment to public service. In recognition of her achievements, the Board voted to change the name of the Richard Bonner Award to the Richard E. Bonner - Jacqueline J. Keiser Award to memorialize her commitment and service to Florida's beaches.

On Friday, the Statesman of the Year award was presented to Senator Debbie Mayfield, (District 17). Senator Mayfield, Chair of the Appropriations Subcommittee on Agriculture, Environment, and General Government was a champion for beach funding and the Coastal Management Bill last Session. Representative LaMarca also spoke to the FSBPA about the purpose of the Florida Coastal Caucus established this year. Fellow caucus members were Senator Harrell and Representative Overdorf, both of whom were in attendance showing their support.

Several of the presenters gave permission to post their presentations on our website, and I can share those with you when they are available.

Certified District Manager Program



Program Description and Candidate Application

Program Description

The FASD Certified District Manager (CDM) Program is offered in partnership with Florida State University (FSU), Reubin O'D. Askew School of Public Administration and Policy. Program development began in 2003 and the first training session and subsequent certification exam was delivered in June of 2004 through Barry University. The program transitioned during 2007 to FSU.

While FASD Board has the responsibility for the CDM Program, a Board appointed Steering Committee oversees the program and provides peer review of the qualifications of a candidate. FSU develops and administers the training, and administers the final certification written project.

Initial Certification

The CDM designation requires experience and/or education components as noted in this application along with the successful completion of the course written project.

Once the candidates review this program description and feel that they meet the experience educational and/or experience requirements they should complete the application. The application should be submitted to the Education Committee Chair. The Chair will send the application to one or more Education Committee members to review and document the experience and educational requirements. Once this takes place, if the candidate meets the qualifications, their name will be submitted to the FASD Board for approval. Once the course and project have been successfully completed the Education Chair will make a recommendation to the FASD Board to confer the CDM designation. These approvals for the program and recommendations can be presented at any regularly scheduled FASD Board meeting.

Once the Candidate successfully completes the course they will receive a certificate from FASD and FSU indicating they are Certified District Managers (CDM) at the next scheduled Annual Conference. The CDM will be entitled to all the rights and privileges according to that title, including the right to place CDM after their name as an indication of their credentials and accomplishment.

Each profession has developed a program that recognizes and promotes professionalism. Certified Records Managers, Certified Public Accountants and Board Certified Physicians to name but a very few. The Florida Association of Special Districts recognized several years ago that the knowledge and unique set of skills required to successfully manage a special district should be developed, supported and recognized. The creation of the Certified District Manager (CDM) program reflects FASD's commitment to promoting awareness, education and recognition of the vital role District Managers play in providing services to millions of Florida residents.....
John W. Bonde, CDM,
Acme Improvement District/Village of Wellington

Re-Certification

The CDM designation will require tri-annual renewal. In order to maintain their certification, all CDMs will be required to attend FASD sponsored, certified training programs; completing 15 hours (CEUs) of verifiable training within the three (3) year period. In the event, the CDM does not complete the required CEUs they may request an extension from the Education Committee, as described below, in order to maintain certification. The FASD Executive Director will maintain a list of CDMs, and contact them each 6 months prior to the end of the three (3) year period. Evidence of successful completion of the recertification requirements will be submitted to the Education Committee Chair.

A CDM Graduate who has not achieved the required CEU's, must notify the CDM Steering Committee in writing informing them of their circumstances regarding why they were not able to acquire their CEU's in the allotted time. The following policy will apply in these cases.

1. Notification must be done prior to the end of their three (3) Year certification period.
2. The Education Committee will then review the individual's circumstances.
3. The CDM will then be placed on suspension not to exceed the time from one (1) annual conference to the next.
4. In addition to the needed CEU's, the CDM will be required to obtain additional CEU's within the given allotted time, as directed by the Steering Committee and pay a \$50 administrative fee for reinstatement.
5. While on suspension the CEU hours must be FASD CEU's
6. He/she will not be able to acquire any CEU hours towards their next re-cert until their suspension is lifted.
7. They must inform the Executive Director and or the Chair Person of the Education Committee, if for any reason they cannot attend an FASD scheduled meeting, prior to that meeting, in order for the Committee to review the circumstances and reasons for non-attendance.

This was one of the most intensive and thought-provoking seminars I have ever attended! While there isn't much that needs improvement within our District, it helped open my eyes to what we might be able to do to make a difference!.....
Eileen Brown, Office Manager, Palm Harbor Special Fire Control and Rescue District.

Continuing Education Units

Continuing Education opportunities will also be available at each annual conference and at some regular meetings. The applicable courses and the number of hours associated with each will be advertised with the conference or meeting announcement after approval from the Education Committee.

Courses can be submitted to the Education Committee Chair for acceptance. A CDM, seeking additional CEU's from other sources, must submit in writing a course description to the CDM Steering Committee prior to attendance for approval; and a copy of a certificate or acknowledgment from the conference director and or instructor, showing their attendance, must be submitted to the Committee after their attendance.

Responsibilities

FASD Board

1. Program Management.
2. Selection and appointment of Education Committee (5 members including appointment of the Chair)
3. Initial certification of qualifications for CDM exam.
4. Issuance of the CDM certification after completion of requirements.
5. Print and provide certificates.
6. Maintain list of active CDMs and recertification dates (Executive Director)
The list will be posted on the FASD web site.
7. Collect and account for fees and pay expenses from the fees.
8. Provide educational opportunities through annual conference and meetings.

FASD Education Committee

1. Liaison with FASD Board and FSU.
2. Review candidate applications and perform experience/education verification.
3. Review program and recommend changes to the FASD Board as necessary
4. Receive and review program descriptions for CEU approval.

Florida State University

1. Development and delivery of course (four days).
2. Assign written project.
3. Provide results of written project to the Education Committee (pass or fail only).
4. Provide remedial direction to candidates written projects that are not accepted.
5. Provide training and educational programs as requested by FASD Board.

“The entire CDM Program has been truly rewarding. From the time I signed up to participate in the program to the time I received my completion certificate, the experience has been a very positive one. The knowledge that I gained through taking the classes and networking with fellow attendees has benefited me daily in my professional career in addition to my personal life. “Kennith Roundtree, CDM, Northern Palm Beach County Improvement District

Application Guidelines

Below are the directions for the CDM application:

- A. Individuals seeking the CDM designation must complete the application below and send the completed application to the FASD Education Committee Chair.
- B. The form shall be completed in its entirety. In the event there is an inquiry for which the candidate has no information, that element must be responded to with an "N/A". Incomplete applications or failure to provide required documentation will delay application process and may disqualify the candidate for the CDM certification.
- C. The application identifies occupational, education and training requirements that must be verified. Occupational experience may be verified through employment contracts, minutes of board meetings or a certification statement from the candidate's supervisor. The educational and training requirements will be verified through the use of transcripts and copies of certifications. All degrees and educational certificates must be from an accredited institution.
- D. Fees for the CDM program are as follows:

Certification: FASD Members	Required Course (Four Days) Written Project
	Total \$1200.00
Non-FASD Member	Required Course (Four Days) Written Project
	Total \$1500.00

Re-Certification (Each three (3) years)

FASD Member –	\$150.00
Non-FASD Member -	\$300.00

Agenda

Monday

8:30 AM - 12:00 PM
1:00 PM - 4:30 PM

Strategic Planning and Budgeting
Collective Bargaining

Tuesday

8:30 AM - 12:00 PM
1:00 PM - 3:45 PM

Ethics and the Sunshine Law
Public Relations & Public Information

Wednesday

8:30 AM - 12:00 PM
1:00 PM - 3:45 PM

Legislative Forum
Meet with local representatives

Thursday

8:30 AM - 12:00 PM
1:00 PM - 4:30 PM

Working with Boards
Project Management

Friday

8:30 AM - 4:30 PM

Procurement & Intergovernmental Agreements