

**Lee County Board Of County Commissioners**

**Agenda Item Summary**

**Blue Sheet No. 20020157**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve funding up to \$174,038 for emergency beach repairs along Captiva Island due to Tropical Storm Gabrielle with a transfer of funds from tourist tax CIP reserves; amend FY 2001-02 / 2005-06 CIP budget to include this project; and approve and authorize the Chairman to execute interlocal agreement between Lee County and the Captiva Erosion Prevention District.

**WHY ACTION IS NECESSARY:** Board of County Commissioner approval is required for all amendments to the CIP budget and for the execution of all agreements.

**WHAT ACTION ACCOMPLISHES:** Amends CIP budget and executes interlocal agreement, allowing repairs to begin immediately.

**2. DEPARTMENTAL CATEGORY:** 01 - **CIB**  
**COMMISSION DISTRICT #:** 1

**3. MEETING DATE:** **03-19-2002**

**4. AGENDA:**

CONSENT  
 ADMINISTRATIVE  
 APPEALS  
 PUBLIC  
 WALK ON  
 TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**  
 (Specify)

STATUTE  
 ORDINANCE  
 ADMIN. CODE **AC 3-6**  
 OTHER

**6. REQUESTOR OF INFORMATION:**

**A. COMMISSIONER**  
**B. DEPARTMENT** **VCB**  
**C. DIVISION**  
**BY:** **D.T. Minich, Executive Director**

*[Signature]*

**7. BACKGROUND:**

On September 14, 2001, Lee County beaches sustained high winds and surf as a result of Tropical Storm Gabrielle. Damage along the Captiva beach placed the effluent disposal system at South Seas Resort in jeopardy. The resort will provide sand from their channel dredge project at a cost savings of approximately \$13 per cubic yard. If the requests submitted by CEPD are looked upon favorable, approximately 95% of the project expense may be reimbursed from the State of Florida and FEMA. In order to provide protection to this area as soon as possible, the Tourist Development Council approved this request at their meeting on January 4, 2002.

Funds will be available in account 20307730101.508150 - Capital Projects, Project 3077, Capital Improvement Fund, Tourist Tax, Grants and Aids to Local Government.

- Attachments:
- Letter of request from Captiva Erosion Prevention District
  - Request for transfer of funds
  - Interlocal agreement

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing Or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>[Signature]</i> 2/29/02	<i>[Signature]</i>	N/A		<i>[Signature]</i>	<i>[Signature]</i> 3-4-02	<i>[Signature]</i> 3/6/02	<i>[Signature]</i> 3/4/02	<i>[Signature]</i> 3-4-02	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED  
 DENIED  
 DEFERRED  
 OTHER

REC'D.  
 by CO. ATTY.  
 3/1/02  
 1:45 pm  
 CO. ATTY'S 1/100  
 FORWARDED TO:  
 Budget  
 1:47 pm

RECEIVED BY  
 COUNTY ADMIN.  
 3/1/02  
 2:05 pm  
 COUNTY ADMIN.  
 FORWARDED TO:  
 3/6 4/0



## CAPTIVA EROSION PREVENTION DISTRICT

P.O. Box 365 • Captiva, FL 33924 • phone 941.472.2472 • fax 941.472.0037

December 21, 2001

Tamara Pigott  
Beach and Shoreline Project Manager  
Lee Island Coast VCB  
2180 W. First Street, Suite 100  
Fort Myers, FL 33901

Dear Tamara:

The Captiva Erosion Prevention District, as public sponsor of this project on behalf of South Seas Resort, requests consideration of the enclosed revised emergency funding request. At their emergency meeting of December 17, 2001 the Coastal Advisory Council reviewed and approved the request, based on the criteria they had drafted.

The request was for \$174,038. The attached back-up from Hans Wilson shows that South Seas Resort is contributing \$173,300 to the project, an approximate 50% match (one of the draft criteria). The state will pay \$40,063 (as reimbursement) leaving \$133,974.45 unfunded. FEMA funds in the amount of \$130,528.50 have been applied for, and will be remitted to the TDC if received.

Please contact me with any questions.

Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in cursive script that reads "Alison".

Alison Hagerup  
Administrator



## CAPTIVA EROSION PREVENTION DISTRICT

P.O. Box 365 • Captiva, FL 33924 • phone 941.472.2472 • fax 941.472.0037

December 21, 2001

To: Tamara Pigott  
From: Alison Hagerup

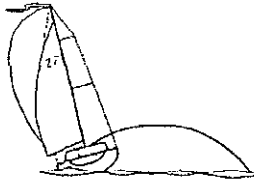
RE: Emergency Beach Repairs – South Seas Resort

This is to clarify the cost estimate under consideration by the TDC. We provided you with a cost for transporting, filling and shaping the 1500' dune configuration proposed along the Fifth Fairway at a cost of \$9 per cubic yard. This is the cost to transport the material provided by South Seas Resort as a result of dredging the main entrance channel. This does not include the cost of securing the material, which is contracted at a rate of \$20/cy for removal from the channel. South Seas Resort has initiated the dredging of the channel to secure this material, resulting in a source of sand for the emergency project, and providing them with some temporary channel improvements until they receive their new channel alignment approval from the state.

By comparison, the contractor provided them with an independent price quote of \$30/cy for trucking beach compatible sand to South Seas Resort, which includes the weigh station costs on Sanibel, but does not include the cost for shaping the dune. As a result, the beach compatible material excavated from the main channel, which would otherwise be used for construction fill, cart paths, and general use around the resort, will instead be placed back on the beach.

The total cost contributed by South Seas Resort towards the beach project is \$173,700. While the resort does have the luxury of time and the availability of a temporary access channel marked by the county, this is the most cost effective solution. It essentially kills two birds with one stone, and reduces the potential traffic impacts of 750 truckloads of sand heading up to Captiva during the peak tourist season. It also demonstrates South Seas Resort's commitment to contribute to the local share of the project cost.

Hans Wilson will be available at the January 4<sup>th</sup> TDC meeting to give a brief summary of this information.



# HANS WILSON & ASSOCIATES, INC.

Marine & Environmental Consultants

2025 West First St. • Fort Myers, Florida 33901 • (941) 334-6870 • Fax (941) 334-7810 • E-mail: hans@hanswilson.com

December 18, 2001

To: Alison Hagerup - CEPD  
 From: Hans Wilson *HW*  
 Cc: Fred Hawkins

**RE: Emergency Beach Repairs Cost Comparison**

Alison - The following is a breakdown of the cost should we truck the material from the Ortona pit east of Labelle, and the cost if we use the material dredged from the main entrance channel. It is pretty clear that doing the channel and using the material for the beach is a significant cost savings given the values associated with restoring the navigation channel. I hope this helps in the

**Emergency Fill - Project Total Based on Truck Hauling (Engineers Opinion of Probable Cost).**

Item	Description	Quantity	Unit Price	Total
1.	Mobilization	1	lump sum	\$20,000
2.	Haul DOT certified beach sand.	7,500 cy.	\$ 30.66 /cy	\$229,950
3.	Place and shape fill into dune configuration	7,500c.y.	\$ 1.50 /c.y.	\$11,250
4.	Lee County Building Permit	lump sum	lump sum	\$1,600
5.	Revegetation of dune	4,900 plants	\$6.00/ plant	\$29,400
6.	Construction Contingency @ 10%	1	lump sum	\$29,070
7.	Engineering, Permits, Application Fees, Construction Administration @ 11%	1	lump sum	\$31,977
<b>TOTAL BID</b>				<b>\$353,247</b>

**Emergency Fill - Project Totals Based on Channel Excavation.** This amount is based on lowest competitive contractor bids and existing contract for consulting services. The combined cost to South Seas Resort from both projects is \$362,546. By using the material excavated from the channel project and placing it on the beach, versus hauling from the mainland, there is a significant cost savings. This amounts to a total hauling/shaping cost of \$241,200, minus the cost to use the material from the dredge spoil site \$67,500, for a total savings of \$173,700. South Seas Resort is covering this cost through the channel excavation, amounting to essentially a 50/50 split of the beach restoration project with local government.

**Project Task List - Fifth Fairway/Phase II**

Item	Description	Quantity	Unit Price	Total
1.	Mobilization	1	lump sum	\$18,500
2.	Construct 43'w x 1,465'l x 6'h Sand Dune	7,500 cy.	\$ <u>9.00</u> /cy	\$67,500
3.	Lee County Building Permit	lump sum	lump sum	\$600
4.	Re-vegetation of Sand Dune. Plants 3' on Center.	66,610 plants	\$ <u>7.00</u> / plant	\$51,208
6.	Construction Contingency @ 10%	1	lump sum	\$13,780
7.	Engineering, Permits, Const. Administration @ 11%	1	lump sum	\$15,158
<b>TOTAL BID</b>				<b>\$166,747</b>
<b>Original Opinion of Probable Cost</b>				<b>\$174,038</b>

**Project Task List - Main Channel Restoration**

ITEM NO.	ITEM DESCRIPTION	QUANTITY IN PLACE	UNIT PRICE	TOTAL COST IN PLACE
1.	Mobilization	1	lump sum	\$8,200
2.	Replace Channel Markers #15 and #16	2	\$ 1,600 /pile	\$3,200
3.	Restore existing channel alignment	7,500c.y.	\$ 20 /c.y.	\$150,000
4.	Lee County Building Permit	1	lump sum	\$1,600
5.	Construction Contingency @ 10%	1	lump sum	\$16,300
6.	Engineering, Permits, Application Fees, Construction Administration	1	lump sum	\$16,500
<b>TOTAL BID (under current contracts)</b>				<b>\$195,800</b>

**AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING**

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and the Captiva Erosion Prevention District, hereinafter referred to as "CEPD", for funding provided by Lee County pursuant to its Tourist Development Plan.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 96-16, Lee County collects tourist development taxes; and

**WHEREAS, COUNTY** and **CEPD** acknowledges that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

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

**NAME:** Captiva Emergency Beach Repair

**NUMBER:** 203077

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The **CEPD** will perform the work as outlined in the **CEPD'S** request (Exhibit "A") and submit a detailed invoice to the **COUNTY**. The **COUNTY** will within 30 days of receipt of the invoice reimburse the **CEPD** for the amount not to exceed \$174,038.00 during the **COUNTY'S** fiscal year 2002.

2. Funding is solely limited to the project as described in the forms submitted by the **CEPD** to the Tourist Development Council. **CEPD** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and the **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or his designee.
3. The **CEPD** shall provide to the **COUNTY** evidence of substantial activity within eighteen (18) months of the beginning of the 2002 fiscal year.
4. Unspent or unencumbered revenue remaining at the end of the 2002 fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners, which shall not be unreasonably withheld.
5. Any funds the **CEPD** receives from the State of Florida or the Federal Emergency Management Agency (FEMA) for the work funded by the **COUNTY** shall be reimbursed to the **COUNTY** within 120 days of its receipt
6. Accurate records of all expenditures shall be maintained by the **CEPD**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.



7. The **CEPD** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **CEPD** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **CEPD** or debts incurred by the **CEPD**.
9. The **CEPD** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **CEPD** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

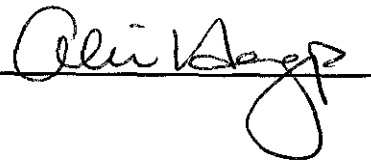
BY: \_\_\_\_\_  
CHAIRMAN

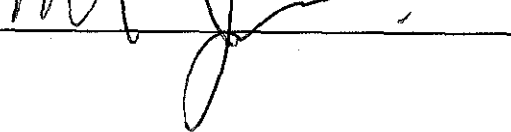
APPROVED AS TO FORM

BY: \_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE

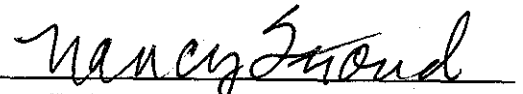
ATTEST:

CAPTIVA EROSION PREVENTION DISTRICT

BY: 

BY: 

APPROVED AS TO FORM

BY:   
ATTORNEY FOR THE CAPTIVA  
EROSION PREVENTION DISTRICT