

**Mayor**

Joe Coviello

**Council Members**

District 1: John Gunter

District 2: John M. Carioscia Sr.

District 3: Marilyn Stout

District 4: Jennifer I. Nelson

District 5: Dave Stokes

District 6: Richard Williams

District 7: Jessica Cosden



1015 Cultural Park Blvd.  
Cape Coral, FL

**City Manager**

John Szerlag

**City Attorney**

Dolores Menendez

**City Auditor**

Andrea R. Butola

**City Clerk**

Kimberly Bruns

## **AGENDA FOR THE REGULAR MEETING OF THE CAPE CORAL CITY COUNCIL**

September 16, 2019

4:30 PM

Council Chambers

### **PLEDGE OF CIVILITY**

We will be respectful of each other even when we disagree.  
We will direct all comments to the issues. We will avoid personal attacks.

#### **1. MEETING CALLED TO ORDER**

A. MAYOR COVIELLO

#### **2. INVOCATION/MOMENT OF SILENCE**

A. COUNCILMEMBER CARIOSCIA

#### **3. PLEDGE OF ALLEGIANCE**

A. KALEB ROSA and KYLE ROSA - CAPE CORAL CHARTER  
SCHOOL

#### **4. ROLL CALL**

A. MAYOR COVIELLO, COUNCIL MEMBERS CARIOSCIA,  
COSDEN, GUNTER, NELSON, STOKES, STOUT, WILLIAMS

#### **5. CHANGES TO AGENDA/ADOPTION OF AGENDA**

#### **6. RECOGNITIONS/ACHIEVEMENTS**

A. NONE

#### **7. APPROVAL OF MINUTES**

A. Regular Meeting - August 26, 2019

#### **8. BUSINESS**

A. PUBLIC COMMENT - CONSENT AGENDA

A maximum of 60 minutes is set for input of citizens on matters concerning the Consent Agenda; 3 minutes per individual.

B. CONSENT AGENDA

- (1) Resolution 284-19 Approve the contract extension to Public Trust Advisors, LLC to provide Investment Advisory Services at an estimated amount of \$44,000 not to exceed budgetary limit and Authorize the City Manager or Designee to execute the contract extension and purchase orders; Department: Financial Services; Estimated Dollar value: \$44,000; (General Fund)
- (2) Resolution 292-19 Extension of an Interlocal Agreement Between the City of Cape Coral and Lee County to Provide Services to the Burnt Store Area Fire Service Municipal Service Taxing Unit; Department: Fire; Estimated Dollar Value: \$948,237; (General Fund)
- (3) Resolution 293-19 Recommended Changes to the Financial Management Policies; Department: Finance; Dollar Value: N/A; (Fund: N/A)
- (4) Resolution 294-19 Acceptance of Florida's Bicycle Pedestrian Focused Initiative: High Visibility Enforcement to conduct operations on an overtime basis; Department: Police; Dollar Value \$15,000; No cash match
- (5) Resolution 295-19 Accept West Coast Inland Navigation District (WCIND) Subgrant Funding for renewal of one FTE, overtime and equipment; Department: Police; Dollar Value: \$172,030 with no matching funds
- (6) Resolution 296-19 Award RFP-CM19-88/RK to 1Pro Media Inc. II of Cape Coral, FL, for Cape TV (Channel 98) Production Services in the amount of \$119,500 not to exceed budgetary limits: And authorize the City Manager or Designee to execute the contract, renewals, amendments and purchase orders; Department: City Manager's Office; Dollar Value: \$119,500; (General Fund)
- (7) Resolution 297-19 Approve the piggyback of Lee County Solicitation RFP180313KLC Athletic Turf Maintenance and Reconstruction with JSM Services, Inc., for the purchase and installation of athletic TifTuf Bermuda sod for the softball fields at Burton Memorial Park at the estimated cost of \$49,355 which is in addition to the amount of \$87,490 approved via Resolution 89-19 on May 13, 2019 for the Multi-Complex and Pelican Soccer Complex for a total project amount of \$136,845. The purchase is in accordance with the City of Cape Coral Code of Ordinances Chapter 2, Article VII, Division 1, Section 2-144(f) Purchases of Goods or Services from Contracts Awarded by other Governmental or Not-for-Profit Entities by Competitive

Bid or Request for Proposal; And authorize the City Manager or Designee to execute the purchase order; Department: Parks & Recreation; Estimated Dollar Value: \$49,355; (General Fund – total project \$136,845)

- (8) Resolution 299-19 Amendment #1 to Agreement between City and Accelerated Learning Solutions, Inc. for the provision of a School Resource Officer at North Nicholas High School; Department: Police
- (9) Resolution 305-19 Approve a change order to Purchase Order #51819 to Florida Department of Law Enforcement (FDLE) for law enforcement screening services in the amount of \$15,000, not to exceed budgetary limits, for required screenings as a result of Administrative Regulation (AR) 60 Background Investigation Policy, as it relates to Level 2 screening for a total purchase order of \$65,000, not to exceed budgetary limits; And authorize the City Manager or designee to execute the Purchase Orders and change orders. This procurement is governed by the City of Cape Coral Procurement Ordinance Chapter 2, Article VII, Division 1, Section 2-144(e) "Purchases from other governmental entities"; Department: Human Resources; Estimated Annual Dollar Value \$65,000; (General Fund)

**C. CITIZENS INPUT TIME**

A maximum of 60 minutes is set for input of citizens on matters concerning the City Government to include Resolutions appearing in sections other than Consent Agenda or Public Hearing; 3 minutes per individual.

**D. PERSONNEL ACTIONS**

- (1) NONE

**E. PETITIONS TO COUNCIL**

- (1) NONE

**F. APPOINTMENTS TO BOARDS / COMMITTEES / COMMISSIONS**

- (1) Budget Review Committee - 1 Vacancy (Alternate)
- (2) Construction Regulation Board - 4 Vacancies

**9. ORDINANCES/RESOLUTIONS**

**A. Public Hearings**

- (1) NONE

**B. Introductions**

- (1) NONE

## **10. UNFINISHED BUSINESS**

- A. Water Quality - Update
- B. Follow Up Items for Council

## **11. NEW BUSINESS**

- A. Resolution 304-19 Authorize the City Manager or Designee to enter into renewal negotiations, for the Solid Waste Collection Services (Municipal Solid Waste (MSW), Recycling, Horticulture, Bulk and White Goods), with Waste Pro. of Florida, Inc. to negotiate the terms of the additional 5-year renewal to September 30, 2025; Department: Public Works; Dollar Value: N/A; (Fund: N/A)
- B. ADDENDUM: Water Quality Legislative Priorities - Presented by Mayor Kevin Ruane, City of Sanibel

## **12. REPORTS OF THE MAYOR AND COUNCIL MEMBERS**

## **13. REPORTS OF THE CITY ATTORNEY AND CITY MANAGER**

## **14. TIME AND PLACE OF FUTURE MEETINGS**

- A. A Special Meeting of the Cape Coral City Council is Scheduled for Thursday, September 19, 2019 at 5:05 p.m. in Council Chambers
- B. A Committee of the Whole Meeting is Scheduled for Monday, September 23, 2019 at 4:30 p.m. in Council Chambers

## **15. MOTION TO ADJOURN**

### **GENERAL RULES AND PROCEDURES REGARDING THE CAPE CORAL CITY COUNCIL AGENDA**

In accordance with the Americans with Disabilities Act and Section of 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the Office of the City Clerk at least forty-eight (48) hours prior to the meeting. If hearing impaired, telephone the Florida Relay Service Numbers, 1-800-955-8771 (TDD) or 1-800-955-8770 (v) for assistance.

Persons wishing to address Council under Citizens Input or the Consent Agenda may do so during the designated times at each meeting. No prior scheduling is necessary. All speakers must have their presentations approved by the City Clerk's office no later than 3:00 PM the day of the meeting.

Any citizen may appear before the City Council at the scheduled PUBLIC HEARING/INPUT to comment on the specific agenda item being considered. No prior scheduling is necessary.

When recognized by the presiding officer, a speaker shall address the City Council from the designated speaker's lectern, and shall state his or her name and whom, if anyone, he or she represents. An address shall only be required if necessary to comply with a federal, state or local law.

Copies of the agenda are available in the main lobby of Cape Coral City Hall and in the City Council Office, 1015 Cultural Park Boulevard. Copies of all back-up documentation are also available for review in the lobby of Council Chambers. You are asked to refrain from removing any documentation. If you desire copies, please



request they be made for you. Copies are 15 cents per page. Agendas and back-up documentation are also available on-line on the City website (capecoral.net) after 4:00 PM on the Thursday prior to the Council Meeting.

**\*PUBLIC HEARINGS**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT CASES**

In all public hearings for which an applicant or applicants exist and which would affect a relatively limited land area, including but not limited to PDPs, appeals concerning variances or special exceptions, and small-scale rezonings, the following procedures shall be utilized in order to afford all parties or their representatives a full opportunity to be heard on matters relevant to the application:

1. The applicant, as well as witnesses offering testimony or presenting evidence, will be required to swear or affirm that the testimony they provide is the truth.
2. The order of presentation will begin with the City staff report, the presentation by the applicant and/or the applicant's representative; witnesses called by the applicant, and then members of the public.
3. Members of the City Council may question any witness on relevant issues, by the applicant and/or the applicant's representative, City staff, or by any member of the public.
4. The Mayor may impose reasonable limitations on the offer of testimony or evidence and refuse to hear testimony or evidence that is not relevant to the issue being heard. The Mayor may also impose reasonable limitations on the number of witnesses heard when such witnesses become repetitive or are introducing duplicate testimony or evidence. The Mayor may also call witnesses and introduce evidence on behalf of the City Council if it is felt that such witnesses and/or evidence are necessary for a thorough consideration of the subject.
5. After the introduction of all-relevant testimony and evidence, the applicant shall have the opportunity to present a closing statement.
6. If a person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a

verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

<b>Item Number:</b>	<b>7.A.</b>
<b>Meeting Date:</b>	<b>9/16/2019</b>
<b>Item Type:</b>	<b>APPROVAL OF MINUTES</b>

**AGENDA REQUEST  
FORM**  
CITY OF CAPE CORAL



**TITLE:**

Regular Meeting - August 26, 2019

**REQUESTED ACTION:**

Approve or Deny

**STRATEGIC PLAN INFO:**

1. Will this action result in a Budget Amendment? No
2. Is this a Strategic Decision? No
  - If Yes, Priority Goals Supported are listed below.
  - If No, will it harm the intent or success of the Strategic Plan? No

**PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:**

**SUMMARY EXPLANATION AND BACKGROUND:**

**LEGAL REVIEW:**

**EXHIBITS:**

Regular Meeting minutes - August 26, 2019

**PREPARED BY:**

Kimberly  
Bruns                      Division- Managerial                      Department- City Clerk's  
Department

**SOURCE OF ADDITIONAL INFORMATION:**

Kimberly Bruns  
City Clerk  
1-239-574-0411

**ATTACHMENTS:**

Description	Type
Regular Meeting - August 26, 2019	Backup Material

MINUTES FOR THE REGULAR MEETING OF THE  
CAPE CORAL CITY COUNCIL

August 26, 2019

Council Chambers

4:30 p.m.

Meeting called to order by Mayor Coviello at 4:30 p.m.

Invocation/Moment of Silence – Councilmember Stout

Pledge of Allegiance – Ysabella Patterson - Cape Coral Charter School

Roll Call: Mayor Coviello, Councilmembers Carioscia, Cosden, Gunter, Nelson, Stokes, Stout, and Williams were present.

CHANGES TO AGENDA/ADOPTION OF AGENDA

***Councilmember Williams moved, seconded by Councilmember Carioscia, to adopt the agenda, as presented.***

***Council polled as follows: Stout, Williams, Carioscia, Cosden, Coviello, Gunter, Nelson, and Stokes voted "aye." Eight "ayes." Motion carried 8-0.***

RECOGNITIONS/ACHIEVEMENTS

USCM DollarWise Program - Award presented by Parks and Recreation

Austin O'Brien, Recreation Specialist at the William Austen Youth Center and Eagle Skate Park, recognized Ginger Cedenio who won an Apple iPad in the national competition. This is the fourth straight year Cape Coral has had a winner in the US. Conference of Mayors Dollar Wise program.

APPROVAL OF MINUTES

Regular Meeting – August 12, 2019

***Councilmember Stokes moved, seconded by Councilmember Nelson, to approve the minutes for the August 12, 2019 regular meeting as presented. Voice Poll: All "ayes." Motion carried.***

BUSINESS

PUBLIC COMMENT - CONSENT AGENDA

Heather Mazurkiewicz appeared with her daughter, Mia Mazurkiewicz, to discuss her daughter's Bronze Medalist Awards in the K4 competitions. She stated her daughter has been competitively kayaking in the City for five years since she fell in love with the sport at summer camp. She discussed Resolution 285-19 and supported the termination of the lease. A sport like this brings to the City a Quality of Life that other clubs and organizations do not. She looked forward to the relocation. This is a great economic development opportunity since this sport brings athletes from all over the world that spend two weeks to two months in the City.

Melinda Mack, Executive Director, South Florida Canoe Kayak Club, appeared to discuss Resolution 285-19 and thanked the City for the past six years of leasing at Lake Kennedy. There have been summer camps, and they have worked with Special Populations. They have had international and Olympic athletes. They have had development programs and after school programs, and this has been a fantastic location. They have been working with the City since earlier this year and are looking forward to a bigger and better project so that there can be more opportunities for the people in Cape Coral and for those who come from abroad.

Mayor Coviello thanked Parks and Recreation Director Runyon for working with the Kayak Club and finding a new home for them.

Councilmember Williams noted how much of a benefit the Kayak Club has been to the City of Cape Coral. He also mentioned that the Rowing Club also contributes to the Quality of Life in our community.

Councilmember Nelson noted she was a former rower in college and supported the opportunity to have this sport available as it was good for economic development.

Councilmember Stout stated that in speaking with the Parks and Recreation Director she understood that the new location might be better due to Gulf access.

#### CONSENT AGENDA

- 1) Resolution 272-19 Approve the Selection Advisory Committee (SAC) ranking of the Request for Proposal (RFP) RFP-UEP19-62/MC to engage a firm to provide Professional Engineering and Design Services for the North 1 Utilities Extension Project (UEP) and authorize the City Manager or Designee to enter into negotiation with the number one ranked firm, Tetra Tech, Inc. Department: Public Works/ UEP Dollar Value: N/A; (Fund: N/A)
- 2) Resolution 281-19 Acceptance of Victims of Crime Act (VOCA) Grant Funding for 75% of two Victim Assistance Advocates base salary and fringe benefits and training; Department: Police; Dollar Value: \$116,806; Cash Match of \$29,201
- 3) Resolution 283-19 Interlocal Agreement with the Office of the State Attorney for prosecution of City ordinance violations; NOTE: De Minimis change from existing interlocal agreement
- 4) Resolution 285-19 Termination of Lease Agreement with South Florida Canoe Kayak Club Inc., for the use of the improved property located at 418 SW 3rd Place and authorization for the City Manager to execute termination letter; Department: Financial Services / Real Estate; Dollar Value: N/A (Fund: N/A)
- 5) Resolution 286-19 Ratification of amendment to Article 13 - Wages of the collective bargaining agreement for the Officers and Sergeants Bargaining Unit of Cape Coral Fraternal Order of Police, Lodge #33, to provide for an increase of .25% of the base pay rate; Department: Human Resources; Dollar Amount: \$38,000; (General Fund)
- 6) Resolution 287-19 Ratification of amendment to Article 13 - Wages of the collective bargaining agreement for the Lieutenants Bargaining Unit of Cape Coral Fraternal Order of Police, Lodge #33, to provide for an increase of .25% of the base pay rate; Department: Human Resources; Dollar Amount: \$2,000; (General Fund)
- 7) Waiver of Conflict of Interest for the Law Firm of Henderson Franklin/D.R. Horton, Inc.; Department: City Attorney; Dollar Value: N/A (Fund: N/A)

*Councilmember Carioscia moved, seconded by Councilmember Williams, to approve items 8(B)(1), 8(B)(2), 8(B)(3), 8(B)(4), 8(B)(5), 8(B)(6), and 8(B)(7), as presented.*

*Council polled as follows: Stout, Williams, Carioscia, Cosden, Coviello, Gunter, Nelson, and Stokes voted "aye." Eight "ayes." Motion carried 8-0.*

#### CITIZENS INPUT TIME

Steve Crane expressed concern regarding the speed limit cap in the City. He referred to Florida Statute 316.189 which stipulates that the maximum speed in any municipality or county is 30 mph in residential districts. He noted any posted speed limit change would

require a speed study in order to see what 85% of the people want. He suggested that Council reconsider Ordinance 25-19 which was approved last week.

Dan Sheppard appeared to discuss the upcoming trash contracts. He noted that in his neighborhood there is constant trash from multi-family units for weeks at a time. He questioned if a four-plex or two-plex needed to be grouped up with the commercial end.

Lee Kraderville appeared to discuss the UEP north of Pine Island Road. Every main road has been closed from Chiquita to Nelson to Santa Barbara to Andalusia. He stated his street, NE 7<sup>th</sup> Place, has also been torn up for 19 months and makes it almost impossible for him to get home. He asked Council to do something about this issue.

Councilmember Cosden asked staff if our Ordinance (speeding, traffic signs) was in accordance with State Statute.

City Manager Szerlag asked the Traffic Engineer to elaborate.

Traffic Engineer Corbett stated the existing Ordinance including the change made last week regarding the requirements of a study are verbatim to the Florida Statute 316.189. The change last week was just an addition to that language to strengthen the first point in the State Statute which is *that no person shall operate any vehicle on a City street at a rate of speed greater than 30 mph*. Last week Council put a cap on local roads at 30 mph; nothing was changed; therefore, no study was completed. Everything we are doing is strictly in accordance with State Statute.

Councilmember Cosden stated 19 months was unacceptable in the UEP. It has been in her neighborhood now for a year, and she opined that was long enough. She did not realize that work was still being done in some areas that long. She understood that there have been some issues with contractors and asked for more information.

PW Utilities Extension Manager Higginson confirmed that they have been in Mr. Kraderville's neighborhood for a long time. They have been working on the final road building process; they are testing right now and should be done within the next couple of weeks in that area. He stated there have been issues with skilled labor on the project. They have completed the bulk of the gravity sewer and underground utility work and are mostly working on road building now.

Councilmember Cosden stated she hoped that as they go into North 1, that they can plan differently and make it so people do not have to wait this long before they can drive on their neighborhood streets.

Mr. Higginson agreed. He stated that North 1 is a more compact project. North 2 is very spread out; it is the largest UEP area in the City.

Mayor Coviello questioned if part of the solution was not to do such a large area at once.

Mr. Higginson stated they were looking at organizing the contract area so that the focus can be on the core area in North 1 and will be able to branch out from there so that the main roads will only be affected for a shorter period of time.

PW Director Clinghan stated there is an advantage to keeping the entire size for the assessments. They could probably do a phased approach with the contracts.

Mayor Coviello stated it should not take this long to get it done. He asked what will be done going forward to improve upon the process so other residents are not faced with what the speaker has gone through for 19 months.

Mr. Clinghan stated he was the UEP Manager on SW 6/7, and they went through the same process. Removing and replacing the paving has always been the number one concern of the residents. They will make sure that from lessons learned from North 2, they will plan better for North 1.

Councilmember Williams expressed his concern about too many roads being dug up. Disruption is expected; however, this should not take this long. He asked if there was anything that can be done to relieve the resident's concern.

Councilmember Stokes stated he was glad that we were keeping our citizens safe with the speed limit Ordinance. He stated he wants trash pick-ups to be done properly. He suggested doing small sections at a time for the UEP so that not so many roads are torn up at the same time.

Councilmember Stout explained that at some point the speed limits could be adjusted and trusted that the Traffic Engineer leads us in the right direction. She was concerned about the UEP taking so long to be completed.

Councilmember Gunter expressed concern for the residents regarding the length of time the UEP has taken to complete. He questioned if staff used a chart showing a timeline for the UEP that residents could use.

Mr. Higginson explained they use a chart, but they do not post it on the website. There are maps provided on the UEP website that show the timeframe for specific areas to be repaved. The UEP project is on schedule in some areas and behind on others.

Councilmember Gunter stated his preference in the future would be to try to put design phases for UEP projects in a quadrant before moving to the next one.

Councilmember Nelson asked about the current process for bulk trash pickup.

PW Strategic Analyst Maine stated they have worked closely with Waste Pro in trying to relieve some of the bulk issues. Without changing the contract, Waste Pro has added several routes which has helped drastically. They have also changed their description of bulk trash and are much more lenient on what they pick up. However, there are still moveouts that actually go up into the person's residential property. Waste Pro cannot go into their property to remove trash. Some of it is out of compliance. Code Enforcement has done an excellent job of being pro-active on a lot of these cases. They need a little bit of time in order to reach the property owners to fix the problem. It usually takes a couple of weeks for resolution.

Councilmember Nelson asked what can be done about owners who do not live in the State or Country. How can we address that?

Ms. Maine stated if Code cannot reach the owner, they will contact her. She will have the City pick up the trash, and they will track how much time and effort it takes. This information will be needed if a case ever gets to the Special Magistrate so that the property owner can be billed.

Councilmember Nelson asked if multi-family use needs to be considered as commercial pickups.

Ms. Maine stated staff has been struggling with that. The majority of the bulk pickups are from rentals. Technically, it is a commercial business, but they are residential.

Councilmember Nelson asked what is recommended moving forward to mitigate some of that as we grow.

Ms. Maine noted they are in discussion with Waste Pro about a five-year extension and some possibilities to change the contract. If the City decides to go out with an RFP, it will be looked at very closely to possibly change some of the verbiage in the contract.

Mr. Clinghan noted they are working with Waste Pro and will be going back to the City Manager with staff's findings. The City Manager will be discussing this with City Council for their decision about negotiations with Waste Pro or to go out to bid.

Councilmember Nelson stated that when they looked at the bulk Ordinance a year ago, there was some concern about educating new residents. Are we bringing that piece back to new residents?

Ms. Maine stated she was working on that now.

Councilmember Nelson stated she would recommend, regardless of the direction decided on, that if we renew Waste Pro's contract there be a language change to include some type of communication or information to new homeowners and new residents.

Ms. Maine stated when new homeowners get their C.O., they are given a pamphlet explaining services and instructed to go to the Waste Pro counter to order their new totes.

Councilmember Nelson stated once they figure out what is being done with the new trash contract, would it be appropriate at that time to look at a bulk trash Ordinance?

Ms. Maine stated it was all on the table.

City Manager Szerlag noted he had asked Mr. Clinghan, Ms. Bateman, and Ms. Maine to be the core group to take a look at our existing contract with Waste Pro, as well as the Ordinances that control bulk pickups. By the end of September, Council will be requested to instruct staff to either negotiate with Waste Pro or to go out for bid. He mentioned some options that could be considered in changes to the language in the contract.

City Attorney Menendez stated some of these changes being discussed would require changes in the Ordinance regardless of the company chosen. How do we want to define commercial? Currently, it is not defined to include rental properties. It is based on usage, standard commercial, or size of the number of units. It does not include a duplex or a triplex. Other pieces to be considered would be the flexibility of any individual property owner to use the services of an independent or private waste hauler other than whom we have a contract with.

Mayor Coviello noted that there needs to be a quicker response to have trash picked up. He questioned what was non-compliant that was not being picked up.

Mr. Clinghan explained the pile of trash can be mixed with trash bags, furniture, mattresses, etc. He stated if it is not compliant, Code Enforcement is called who puts in a ticket. Code tries to ensure that the property owner pays to get it cleaned up if they don't clean it up themselves.

Mayor Coviello asked why Waste Pro couldn't pick up first and then go after the property owner for payment.

Mr. Clinghan stated they tried that, but the process was difficult. They have looked at this and were down to a couple of complaints per month. He will confirm with the Code Enforcement Manager as far as having the trash picked up and somehow have the property owner back charged.

Mayor Coviello stated the topic of improving the process has been in discussion since he came into office 20 months ago.

Mr. Clinghan stated things have improved since Waste Pro stepped up and removed a lot of the moveouts that were not compliant.

Councilmember Gunter requested to have a picture displayed of a huge amount of trash on a property. It is the property owner's responsibility to clean up the property. We need to look at our Ordinance and be specific about the trash being put out for pick up. The main problem in the City is bulk trash. There needs to be a central location where a resident can drop off bulk trash.



Mr. Clinghan noted there are quarterly pickups that the City offers, and there is a container in Festival Park to drop off trash from vacant lots where there is no clear evidence of who is responsible. Public Works will pick it up and bring it to the site, and Waste Pro will take it away.

Councilmember Gunter noted that if the property owner is not doing his due diligence, then a fee should be assessed if the City has to clean it up.

City Manager Szerlag stated he has not met with the assigned committee as far as making a recommendation on whether we go out for bid or negotiate with our current provider. He would like to develop a term sheet on what level of service you want to provide for everyday trash pick-ups plus the bulk trash pick-up. Staff will provide some options for correction. He stated if Council was okay with us to start going after the property owners that are the violators as opposed to having the community at large pay. We would need to modify the Ordinance once Council provides the specifications. Council would also need to decide whether or not to go out for bid or negotiate by September.

Councilmember Stokes stated when a renter leaves, they do not typically clean up the property and is the responsibility of the property owner. He encouraged moving forward with a bulk Ordinance.

#### **PERSONNEL ACTIONS**

None.

#### **PETITIONS TO COUNCIL**

None.

#### **APPOINTMENTS TO BOARDS / COMMITTEES / COMMISSIONS**

None.

#### **ORDINANCES/RESOLUTIONS**

#### **PUBLIC HEARINGS**

##### Resolution 265-19 Public Hearing - Imposition of Lot Mowing Assessments for Fiscal Year 2019-2020

##### **WHAT THE RESOLUTION ACCOMPLISHES:**

The resolution relates to the funding of Lot Mowing Services within the Lot Mowing Assessment Areas (Districts 1, 2, 3, & 4) for the fiscal year beginning October 1, 2019, establishes the maximum amount of the annual assessment for each equivalent lot unit, imposes assessments against real property within each district, approves the Assessment Roll, and provides for collection of the assessments. (Applicant: Brought forward by City Management.)

City Clerk Bruns read the title of the Resolution.

PW Strategic Business Analyst Maine explained what this Resolution would accomplish. She displayed the following slides:

- Lot Mowing Assessment Resolution 265-19
- Annual Assessment Process
- Lot Mowing Districts
- Lot Mowing Program
- Pepper Tree Removal Program
- Changes in the Not-to-Exceed Rate
- Assessments
- Any Questions?

Mayor Coviello stated based on the displayed chart, last year's rate was \$80.40 in District 1, and if we chose to go up \$8, it would still be less at \$73.40.

Ms. Maine responded in the affirmative.

Mayor Coviello asked if it would eliminate the use of the fund balance.

Ms. Maine stated it would for this year; it was projected to bring in about \$429,000.

Councilmember Gunter recommended Option 2 to be self-sustainable.

Public Hearing opened.

No speakers.

Public Hearing closed.

***Councilmember Gunter moved, seconded by Councilmember Stokes, to approve Resolution 265-19, as presented, with Option 2 included in the Resolution.***

City Attorney Menendez asked for confirmation that Option 2 has the figures in the Resolution before Council.

Mayor Coviello announced that District 1 would be \$73.40, District 2 - \$56.98, District 3 - \$57.62, and District 4 - \$55.48.

***Council polled as follows: Stout, Williams, Carioscia, Cosden, Coviello, Gunter, Nelson, and Stokes voted "aye." Eight "ayes." Motion carried 8-0.***

Resolution 266-19 Public Hearing - Imposition of Solid Waste Service Assessments for Fiscal Year 2019-2020

**WHAT THE RESOLUTION ACCOMPLISHES:**

The resolution relates to the collection and disposal of solid waste in the City, reimposes solid waste service assessments, excluding any subsidy for commercial property, against assessed property located within the City for Fiscal Year 2019-2020 beginning October 1, 2019, approves the rate of assessment, and approves the assessment roll. (Applicant: Brought forward by City Management.)

City Clerk Bruns read the title of the Resolution.

PW Strategic Business Analyst Maine explained what this Resolution would accomplish. She displayed the following slides:

- Residential Solid Waste Assessment Resolution 266-19
- Changes in FY 2020 Solid Waste Rates
- Changes in Residential Recycling Refund
- Residential Rate Assessments
- Any Questions?

Public Hearing opened.

No speakers.

Public Hearing closed.

***Councilmember Williams moved to approve Resolution 266-19 with Option 1. (There was no second.)***

Mayor Coviello re-opened Public Hearing.

Jeff Lockhart discussed his issue with Waste Pro regarding the removal of a vanity from his bathroom. He called Waste Pro on a Friday; his regular pick up day is Wednesday. He put out the vanity, mirror, sink, and some drywall the night before his pickup. Waste

Pro did not pick it up until nine days after he called. He stated not all of the problem was commercial and suggested fixing the problem before asking for an increase.

Steve Crane stated he left out some drywall for pickup. He cut up the drywall in small pieces, tied with twine, and stacked up for easier pickup. The driver put a purple sticker on this bundle which said this was considered to be construction debris. He called Waste Pro to complain that the driver avoided bending over to pick up anything tiny and needed to be grabbed up by the machine. The trash remained for another cycle until there was a special pickup for this trash.

Public Hearing closed.

***Councilmember Williams moved to approve Resolution 266-19 with Option 1. (There was no second.)***

Councilmember Stout stated she was going to make a motion to approve this Resolution 266-19 with Option 2. She noted additional discussion was needed.

Bill Jones, Waste Pro, thanked Council for considering their request for an increase of 1.64% (Option 2) as listed on the displayed chart. He took note of some of the comments and will look into them. Some of the comments seemed to refer to construction debris which is handled separately from standard household debris.

Councilmember Gunter questioned whether the increase this year was only for residential and not commercial.

Mr. Jones stated the displayed chart was for residential only. There is a separate request for commercial for the same percentage which is based on the CPI calculation. Last year they did not request an increase for residential, but they requested an increase for commercial which was approved.

Councilmember Gunter questioned if there were requests this year for an increase in both residential and commercial.

Mr. Jones responded in the affirmative.

Councilmember Gunter asked if we wanted to grant just one increase, since we did commercial last year, what would the dollar amount be.

Mr. Jones stated it would be \$2.04 for residential, going from \$127.08 to \$129.12.

Councilmember Gunter questioned what the amount would be in commercial.

Mr. Jones stated the impact annually is approximately \$46,000 across all commercial businesses.

Councilmember Gunter noted a lot of complaints were still being received, especially with the delay in bulk pickups. He stated this should be looked at and possibly call the resident to let them know about a delay. He stated he was leaning towards Option 2 but wanted to hear from the others.

***City Clerk Bruns announced there was a motion on the floor without a second.***

Councilmember Stokes noted last year he received a lot of complaints about Waste Pro, but this year he has not received as many. Most of the complaints concerned bulk pickups. He opined that the 1.64% increase was not unreasonable and would support Option 2.

Councilmember Stout noted that other communities pay considerably more for trash than the City of Cape Coral.

***Councilmember Stout moved, seconded by Councilmember Nelson, to approve Resolution 266-19, with Option 2.***

Mayor Coviello stated there was a motion on the floor that needed to be seconded or withdrawn. He asked Councilmember Williams if he was willing to withdraw his motion for Option 1.

***Councilmember Williams stated he would not withdraw his motion for Option 1. There was no second, motion died.***

Councilmember Nelson stated that the level of service has improved since Waste Pro has increased their infrastructure with the trucks. Bulk pickups and UEP were still issues which were the bulk of the complaints. She opined that the increase request was justified especially since Waste Pro did not have an increase last year with all the issues they were having.

***Mayor Coviello confirmed that Councilmember Stout made the motion and Councilmember Nelson seconded the motion for Option 2.***

Councilmember Williams questioned whether the 1.64% increase would improve the service.

Mr. Jones stated the 1.64% is a CPI calculation. Their goal is always to improve service which has been shown in the past 18 to 20 months. They work very closely with staff to constantly improve their services to a higher level.

Councilmember Williams stated the majority of complaints that he receives from residents concern trash pickup issues. He balked at the 1.64% increase because he opined it was giving a raise for mediocre service.

Mr. Jones stated he would like to hear more from Councilmember Williams if there were certain areas that needed more focus.

Councilmember Gunter noted he has seen a big improvement since last year. The current major issue is bulk pickup. Council needs to look at the level of expectation and set a policy. He would support Option 2.

Councilmember Stout noted that she serves on the Sandoval's HOA Board and residents inform the Board their likes and dislikes. She stated Sandoval had no complaints about Waste Pro in 18 months. She stated the only issue currently is the bulk pickup in the City.

Councilmember Carioscia stated he has been on Council for seven years and since Waste Pro has been on site, things have improved dramatically.

City Manager Szerlag stated he will proceed with a term sheet to present to Council for direction. He was not familiar with Waste Pro's contract and asked if it was Waste Pro's responsibility to pick up bulk trash at no extra cost.

Director Clinghan stated Waste Pro is required to pick up bulk trash that is compliant. The picture displayed by Councilmember Gunter was not in compliance. He stated Waste Pro would pick up a couple of mattresses, as well as a dresser.

Mayor Coviello suggested educating the public. He stated there was a motion on the floor to approve Resolution 266-19 with Option 2 (\$129.12).

***Council polled as follows: Stout, Carioscia, Cosden, Coviello, Gunter, Nelson, and Stokes voted "aye." Williams voted "nay." Seven "ayes." One "nay." Motion carried 7-1.***

Resolution 267-19 Public Hearing - Establish Solid Waste Collection Rates for Commercial Establishment and Large-Scale Multi-Family Dwelling for Fiscal Year 2019-2020

WHAT THE RESOLUTION ACCOMPLISHES:

The resolution establishes collection rates for commercial establishments and large-scale multi-family dwellings for the City's mandatory refuse collection program. (Applicant: Brought forward by City Management.)

City Clerk Bruns read the title of the Resolution.

PW Strategic Business Analyst Maine explained what this Resolution would accomplish. She displayed the following slides:

- Commercial Solid Waste Rates
- Resolution 267-19 Commercial Solid Waste Rates Summary
- Any Questions?

Public Hearing opened.

No speakers.

Public Hearing closed.

***Councilmember Stout moved, seconded by Councilmember Stokes, to approve Resolution 267-19, as presented.***

***Council polled as follows: Stout, Williams, Carioscia, Cosden, Coviello, Gunter, Nelson, and Stokes voted "aye." Eight "ayes." Motion carried 8-0.***

Resolution 268-19 Approve FY2019-2020 Fire Protection Services Assessment Roll

WHAT THE RESOLUTION ACCOMPLISHES:

The resolution approves the Fiscal Year 2019-2020 non-ad valorem assessment roll for Fire Protection Services, Facilities and Programs, approves the assessment roll and provides for collection of the assessments, and establishes an administrative petition procedure regarding the number of Tier 2 Equivalent Benefit Units attributed to tax parcels. (Applicant: Brought forward by City Management.)

City Clerk Bruns read the title of the Resolution.

Mgt/Budget Administrator Phillips explained what this Resolution would accomplish. He displayed the following slides:

- Fire Protection Assessment – Public Hearing – Resolution 268-19
- Calculation Review, FY 2019 Adopted, FY 2020 - 62% Cost Recovery, Change/%Change

Public Hearing opened.

Donald Farrington appeared to discuss the cost of the assessment on his property and questioned when increases would stop. He stated if the budget does not allow the building of additional Fire Departments and adding more staff, the City needs to live within their means.

Public Hearing closed.

Councilmember Williams asked what the difference in cost was between 62% and 64% for the individual resident.

Mr. Phillips stated using the example of a \$150,000 home with 30 EBUs, it would be \$2.45 between the two annually. This would be the reduction of cost to the resident at 62%.

Councilmember Williams stated we are adding Fire Stations because we need to reach a certain ISO rating. The ISO rating is what the insurance industry uses to charge homeowners. The better the rating in the City gives a better insurance premium for the homeowner.

Mayor Coviello stated last year's Tier 1 rate was \$132.79 compared to \$142.71 if we go to 62% cost recovery. If we went to a 64% cost recovery, that would go to \$147 which would be almost a \$15 difference. He asked where the two-dollar figure came from.

Mr. Phillips stated that percent change mimics the increase in property values as seen with the Property Appraiser's numbers.

Mayor Coviello stated on the Tier 2, it would go to \$2.58 at 64% cost recovery but stay the same at 62%.

Mr. Phillips confirmed that statement. He noted the main factor in the Tier 1 rate is the budget for the Fire Department.

Mayor Coviello stated the overall increase from 2019 to 2020 at 62% cost recovery rate is almost \$2M.

City Manager Szerlag stated during the budget discussions, it was noted that if you went from 62% to 64%, there would be about a \$13.50 increase for a house that is worth \$150,000.

Mr. Phillips stated at 62% the increase would be \$2.45.

***Councilmember Cosden moved, seconded by Councilmember Gunter, to approve Resolution 268-19, as presented, with 62% cost recovery.***

Councilmember Gunter agreed with going to 62%. He entertained the possibility of decreasing it again next year. He asked about the values from 2019 to 2020 for 62%. He asked if Tier 2 was vacant property owners.

Mr. Phillips responded that Tier 2 is improved properties.

Councilmember Gunter stated from one year to the next year, if you have 2,000 homes that are built, it would affect that rate.

Mr. Phillips responded in the affirmative.

Councilmember Stokes explained the EMS level of service in every area of our City and the importance of response times. He stated that Lee County EMS receives a decent charge for their transport. He asked the Fire Chief if we charged for our Fire Paramedics.

Fire Chief Lamb stated currently for EMS responses, we do not collect a fee for transport like Lee County EMS does because we do not provide the transport service. He pointed out that all of the funding for the EMS portion cannot be funded from the FSA. Per the Ordinance the FSA has to be used for Fire Protection Services. He discussed the adding of future fire stations to keep up with the growth. Current average response time is about 8 minutes. He noted we were presently in ISO Class 3, very close to ISO Class 2. This would be a savings that everyone would see across the City.

**City Attorney Menendez stated what is changing pursuant to the motion on the floor is that in Section 4A of the Resolution the Tier 1 figure would become \$142.71 and the Tier 2 figure would become \$2.50.**

Mr. Phillips confirmed that statement.

Mayor Coviello asked the motion maker and second if they agreed.

***Councilmember Cosden and second agreed with adjusting section 4A, Tier 1, \$142.71 and Tier 2 \$2.50.***

Councilmember Stout pointed out that the Fire Station on Pine Island Road is not a City Fire Station.

Councilmember Williams explained the difference from 64% to 62%. He stated at 62% there would be \$8.00 per year back into the pockets of the residents. It will cost the City \$800,000. He noted that there is a portion of the Council that is pushing hard for the rollback rate which would put \$9.00 into the pockets of the residents. It will also cost the City \$800,000. The City will be spending \$1.6M to give \$17.00 back to the residents. The impact versus the costs needs to be considered.

Mayor Coviello noted that at the 62% cost recovery, the City will recoup an additional \$2M. If the rollback rate is approved, there will be another \$3.5M.

Councilmember Gunter noted we have almost \$2M just from the FSA. He was in support of the 62% and agreed with the changes mentioned by the City Attorney.

***Council polled as follows: Stout, Williams, Carioscia, Cosden, Coviello, Gunter, Nelson, and Stokes voted "aye." Eight "ayes." Motion carried 8-0.***

**Resolution 269-19 Public Hearing - Imposition of Stormwater User Fees for Fiscal Year 2019-2020**

**WHAT THE RESOLUTION ACCOMPLISHES:**

The resolution relates to the imposition of Stormwater User Fees, establishes the amount of the user fee for the fiscal year beginning October 1, 2019, imposing user fees against property within the City to fund the City's stormwater program, authorizing the collection of delinquent stormwater charges, and approves the stormwater user fee roll. (Applicant: Brought forward by City Management.)

City Clerk Bruns read the title of the Resolution.

PW Planning and Permitting Manager Zambrano explained what this Resolution would accomplish. She displayed the following slides:

- FY 2020 Stormwater Assessments Resolution 269-19
- Summary
- Stormwater Fee Update (2 slides)
- Stormwater Operations
- Catch Basin Replacement
- Drain Pipe Replacement
- Swale Regrading
- Canal Dredging
- 2018 Bimini Basin Culvert Cleaning and Lining (4 slides)
- FY 2019 Highlights
- FY 2020 (2 slides)
- Recommendation
- Questions

Public Hearing opened.

No speakers.

Public Hearing closed.

***Councilmember Williams moved, seconded by Councilmember Gunter, to approve Resolution 269-19, as presented.***

Councilmember Carioscia asked how much money was in the Stormwater Fund.

Ms. Zambrano stated there is \$6,398,000 in the Stormwater Fund.

Councilmember Carioscia asked how much was spent this past fiscal year.

Ms. Zambrano stated the year before we spent \$17.8M.

Councilmember Carioscia questioned why so much money was spent.

Director Clinghan noted the \$17M goes towards personnel, operations, and capital. A two-month reserve is usually kept since this is an Enterprise Fund. Money is also put aside for future capital.

Councilmember Carioscia asked if money was being put aside for the bridges in the City.

Director Clinghan stated that would come out of the 5 and 6 cent Gas Taxes.

***Council polled as follows: Stout, Williams, Carioscia, Cosden, Coviello, Gunter, Nelson, and Stokes voted "aye." Eight "ayes." Motion carried 8-0.***

Resolution 270-19 Approving FY 2019-2020 Assessment Rolls for Non-Ad Valorem Assessments

WHAT THE RESOLUTION ACCOMPLISHES:

The resolution approves the Fiscal Year 2019-2020 assessment rolls for various non-ad valorem assessments levied and imposed pursuant to Florida law and the Code of Ordinances including Chapters 2, 17 and 19 thereof and Ordinance 29-05, describes the lien associated therewith, and directs that the assessment rolls be certified to the Lee County Tax Collector. (Applicant: Brought forward by City Management.)

City Clerk Bruns read the title of the Resolution.

Mgt/Budget Administrator Phillips explained what this Resolution would accomplish. He displayed the following slide:

- Annual Assessment Resolution

Public Hearing opened.

No speakers.

Public Hearing closed.

***Councilmember Stokes moved, seconded by Councilmember Gunter, to approve Resolution 270-19, as presented.***

***Council polled as follows: Stout, Williams, Carioscia, Cosden, Coviello, Gunter, Nelson, and Stokes voted "aye." Eight "ayes." Motion carried 8-0.***

Recessed at 6:39 p.m. and reconvened at 6:50 p.m.

Resolution 277-19 (VP 19-0008\*) Public Hearing

\*Quasi-Judicial, All Persons Testifying Must be Sworn In

WHAT THE RESOLUTION ACCOMPLISHES:

A resolution providing for the vacation of plat for a portion of the San Carlos Canal Right-of-Way and the underlying public utility and drainage easements located adjacent to Lots 34-35, Block 101, Unit 2, Part 2, Cape Coral Subdivision; providing for the vacation of plat for public utility and drainage easements associated with Lots 34-35, Block 101, Unit 2, Part 2, Cape Coral Subdivision; property located at 5084 Sorrento Court. (Applicant: Daniel & Cornelia Huwiler Living Trust)

Hearing Examiner Recommendation: The Hearing Examiner recommends that City Council approve the application for the requested vacations, subject to the conditions set for in VP HEX Recommendation 9-2019.

City Management Recommendation: City Management recommends approval.



City Clerk Bruns read the title of the Resolution and administered the oath.

Planning Team Coordinator Struve explained what this Resolution would accomplish. He displayed the following slides:

- Resolution 277-19 VP 19-0008
- VP 19-0008, Applicant, Location, Requests
- Site, Aerial Map
- Current Zoning Map
- Background
- 5084 Sorrento Court
- Analysis (LUDR, Section 8.11)
- Recommendations
- No Correspondence

Public Hearing opened.

No speakers.

Public Hearing closed.

***Councilmember Stout moved, seconded by Councilmember Gunter, to approve Resolution 277-19, as presented. .***

***Council polled as follows: Stout, Williams, Carioscia, Cosden, Coviello, Gunter, Nelson, and Stokes voted "aye." Eight "ayes." Motion carried 8-0.***

Ordinance 42-19 (ZA 19-0005\*) Public Hearing

\*Quasi-Judicial, All Persons Testifying Must be Sworn In

**WHAT THE ORDINANCE ACCOMPLISHES:**

An ordinance amending the City of Cape Coral Official Zoning District Map by rezoning property described as Lots 45-66, Block 5386, Unit 89, Cape Coral Subdivision, from Professional Office (P) to Commercial (C) Zone; property located at 1914-2014 SE 16th Place. (Applicants: Mehmet Ozer, Serife Ozer and Tuncay Ozer) (2.68 acres)

Hearing Examiner Recommendation: The Hearing Examiner recommends the City Council grant the requested rezoning.

City Management Recommendation: City Management recommends approval.

City Clerk Bruns read the title of the Ordinance and administered the oath.

Principal Planner Boyko explained what this Ordinance would accomplish. He displayed the following slides:

- ZA 19-0005 Cape Coral Hearing Examiner
- ZA 19-0005, Applicant, Location, Size, Urban Service Area, Request
- Aerial Map
- Current Zoning Map, Proposed Zoning Map
- Future Land Use Map
- Findings of Fact
- Analysis – Comprehensive Plan
- Analysis – LUDR, Section 8.7.3.B (5 slides)
- Recommendation

Public Hearing opened.

No speakers.

Public Hearing closed.

***Councilmember Stout moved, seconded by Councilmember Carioscia, to adopt Ordinance 42-19, as presented.***

***Council polled as follows: Stout, Williams, Carioscia, Cosden, Coviello, Gunter, Nelson, and Stokes voted "aye." Eight "ayes." Motion carried 8-0.***

#### INTRODUCTIONS

##### Resolution 282-19 (VP 19-0007) Set Public Hearing Date for September 9, 2019

\*Quasi-Judicial, All Persons Testifying Must be Sworn In

##### WHAT THE RESOLUTION ACCOMPLISHES:

A resolution providing for the vacation of plat for the six-foot wide public utility and drainage easements located near the western property line of Lots 77-82, Block 1976, Cape Coral Unit 28; property located at 1306 Santa Barbara Boulevard (Applicant: Corazon Burias, Trustee of the Corazon Burias Revocable Living Trust)

Hearing Examiner Recommendation: The Hearing Examiner recommends that City Council approve the application for the requested vacations, subject to the conditions set forth in VP HEX Recommendation 11-2019.

City Management Recommendation: City Management recommends approval with conditions.

City Clerk Bruns read the title of the Resolution.

The public hearing was scheduled for September 9, 2019 in Council Chambers.

Planning Team Coordinator Struve stated he was available for questions.

##### Ordinance 45-19 Set Public Hearing Date for September 9, 2019

##### WHAT THE ORDINANCE ACCOMPLISHES:

The ordinance amends Chapter 18, "Traffic", Section 18-6, "Speed Limits", regulating speed limits on Arterial, Collector, and Local Streets located in the City to provide that City Council has the ability to set speed limits rather than the City Manager. (Applicant: Brought forward by City Council.)

City Clerk Bruns read the title of the Ordinance.

The public hearing was scheduled for September 9, 2019 in Council Chambers.

#### UNFINISHED BUSINESS

##### WATER QUALITY – UPDATE

Public Works Director Clinghan stated that as of Friday, August 23, 2019, the level at Lake Okeechobee has risen from 12.67 to 13.21, but it was still approximately 1.37 feet lower than it was a year ago. The Army Corps of Engineers continue not to release any water. There is an increase in the Caloosahatchee Drainage Basin of about 7,000 cfs. There has been no detection of red tide in Lee County.

##### FOLLOW UP ITEMS REQUESTED BY COUNCIL

None.

#### NEW BUSINESS

##### Review Dates of Performance Evaluations and Pay Increases for Council Staff - Councilmember Cosden

Councilmember Cosden discussed the reviews that are done for the Council Office Staff. Currently it is done on their anniversary date. She suggested the date should be October 1<sup>st</sup> to reflect what the rest of the City is doing. The review would be tied to any change in compensation, both would be on October 1<sup>st</sup>. She noted that this would only be for the three Council Office staff.

Mayor Coviello questioned if the reviews would take place prior to October 1<sup>st</sup> and would go into effect on October 1<sup>st</sup>.

Councilmember Cosden responded in the affirmative. She noted this would be in place of the anniversary date which could be March or May.

***Councilmember Stokes moved, seconded by Councilmember Nelson, to approve (the change in the date of the reviews for the Council Office Staff from the anniversary date to October 1<sup>st</sup> as mentioned by Councilmember Cosden.)***

***Council polled as follows: Stout, Williams, Carioscia, Cosden, Coviello, Gunter, Nelson, and Stokes voted "aye." Eight "ayes." Motion carried 8-0.***

#### REPORTS OF THE MAYOR AND COUNCIL MEMBERS

Councilmember Stout – Topics: No Report.

Councilmember Williams – Topics: The Youth Council will be putting on a GALA on Saturday, September 14, 2019. Parents and the youth of the City are invited. This is an opportunity for them to meet the leaders in the Community and the various service organizations. There is a conflict with the Law and Order Ball, so the Youth Council changed the time to start at 5:30 p.m.

Councilmember Carioscia – Topics: No Report.

Councilmember Cosden – Topics: No Report.

Councilmember Gunter – Topics: No Report

Councilmember Nelson – Topics: Attended Love That Dress for PACE. She would like to attend the National League of Cities Summit in San Antonio, Texas, November 20-23, 2019 since Councilmember Cosden cannot attend. ***There were no objections.***

Councilmember Stokes – Topics: Hurricane season is approaching, and all should make sure they are prepared.

Mayor Coviello – Topics: Attended Love That Dress for PACE, Met with Lee County Mayors and all of them are talking about it just like we are regarding Roundup, met new County Commissioner Raymond Sandelli who was appointed by Governor DeSantis, upcoming Budget Workshop, Citizens Academy orientation, Iraqi War Monument Event.

#### REPORTS OF THE CITY ATTORNEY AND CITY MANAGER

City Attorney: Topics: No Report

City Manager: Topics: No Report

#### TIME AND PLACE OF FUTURE MEETINGS

A Budget Workshop of the Cape Coral City Council was scheduled for Thursday, August 29, 2019, at 1:00 p.m. in Council Chambers.

A Special Meeting of the Cape Coral City Council was scheduled for Thursday, September 5, 2019 at 5:05 p.m. in Council Chambers (1st Budget Hearing).

A Regular Meeting of the Cape Coral City Council was scheduled for Monday, September 9, 2019 at 4:30 p.m. in Council Chambers.

**MOTION TO ADJOURN**

There being no further business, the meeting adjourned at 7:12 p.m.

Submitted by,

Kimberly Bruns, CMC  
City Clerk

**Item Number: B.(1)**  
**Meeting Date: 9/16/2019**  
**Item Type: CONSENT AGENDA**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Resolution 284-19 Approve the contract extension to Public Trust Advisors, LLC to provide Investment Advisory Services at an estimated amount of \$44,000 not to exceed budgetary limit and Authorize the City Manager or Designee to execute the contract extension and purchase orders; Department: Financial Services; Estimated Dollar value: \$44,000; (General Fund)

**REQUESTED ACTION:**

Approve or Deny

**STRATEGIC PLAN INFO:**

1. Will this action result in a Budget Amendment? No
2. Is this a Strategic Decision? Yes  
If Yes, Priority Goals Supported are listed below.  
If No, will it harm the intent or success of the Strategic Plan?

**ELEMENT B: ENHANCE FINANCIAL SUSTAINABILITY DURING ALL ECONOMIC TIMES**

**PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:**

**SUMMARY EXPLANATION AND BACKGROUND:**

1. The Investment Management Services are procured to assist in the management of a portion of the City's investment portfolio. This service includes the following: day to day management of the investment portfolios, providing performance numbers on a quarterly and annual basis; providing market condition updates and performing credit and risk analysis on issuers.
2. On March 5, 2014, RFP-FIN14-17/KS was issued for Investment Management Services. Four proposals were received from the following firms: Davidson Fixed Income Management, Inc.; PFM Asset Management, LLC; Public Trust Advisors, LLC; and Sawgrass Asset Management, LLC.
3. Public Trust Advisors, LLC was ranked the number one firm. The term of the original contract was for a three (3) year period, starting on October 1, 2014 and ending on September 30, 2017, with one two-year renewal ending September 30, 2019.
4. To properly finalize the specifications, issue the request for proposal and evaluation of said proposals, Staff is requesting a extension of the current contract. The current firm's performance has been satisfactory and will assist in the management of the portfolio.
5. The fees are paid in monthly installments and are based on the average market value of daily net assets under management for the previous month pursuant to the fee schedule set forth in the contract.
6. If approved, the contract extension will be for a period of six months beginning on October 1,

2019 through March 31, 2020.

7. Funding Source: Funding Source: The fees are allocated to the individual funds based on the funds percentage of the entire portfolio.

**LEGAL REVIEW:**

**EXHIBITS:**

Department Recommendation Memo  
Resolution 284-19

**PREPARED BY:**

Wanda                      Division- Procurement      Department- Finance  
Roop

**SOURCE OF ADDITIONAL INFORMATION:**




Victoria Bateman, Financial Services Director

**ATTACHMENTS:**

Description	Type
▣ Department Recommendation Memo	Backup Material
▣ Resolution 284-19	Resolution

CITY OF CAPE CORAL  
Financial Services Department

TO: John Szerlag, City Manager

FROM: Victoria Bateman, Financial Services Director   
Wanda Roop, Procurement Manager   
Laura A. Tanner, Senior Accounting Manager 

DATE: September 3, 2019

SUBJECT: Contract Amendment and Extension, with Public Trust Advisors, LLC., for investment Management Services

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**Background**

The Investment Management Services are procured to assist in the management of a portion of the City's investment portfolio. This service includes items such as; day to day management of the investment portfolios, providing performance numbers on a quarterly and annual basis; providing market condition updates and performing credit and risk analysis on issuers.

On March 5, 2014, RFP-FIN14-17/KS was issued for Investment Management Services and on September 22, 2014 via Resolution 69-14 a contract was awarded to Public Trust Advisors, LLC. The term of the original contract, with Public Trust Advisors, LLC., was for a three (3) year period, starting on October 1, 2014 and ending on September 30, 2017, with one two-year renewal ending September 30, 2019. The City has retained Public Trust Advisors, LLC for the duration of the contract and has been satisfied with their services.

The Financial Services Department is requesting to extend the current contract for a six month period to allow staff to finalize the competitive solicitation process while taking advantage of the current fee structure for two (2) additional quarters and develop a multi-year balanced budget with proper reserves.

**Recommendation**

Staff recommends extending the current contract with Public Trust Advisors, LLC. If approved, the contract extension will be for a period of six months beginning on October 1, 2019 through March 31, 2020.

**Fund Availability**

The fees are allocated to the individual funds based on the funds percentage of the entire portfolio. The annual fees paid by the City are paid in monthly installments based on the average market value of the daily net assets under management. The annual fees are estimated at \$87,500 and are paid from the Pooled Cash Fund / BU 900000, Account 631306

RESOLUTION 284 – 19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING THE EXTENSION OF THE TERMS OF THE CONTRACT BETWEEN PUBLIC TRUST ADVISORS, LLC, AND THE CITY OF CAPE CORAL THROUGH MARCH 31, 2021; AUTHORIZING EXECUTION OF THE CONTRACT EXTENSION BY THE CITY MANAGER OR HIS DESIGNEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 22, 2014, City Council adopted Resolution 69-14, approving a contract with Public Trust Advisors, LLC, for investment management services for a term of three years with one two-year renewal; and

WHEREAS, the final contract renewal expires on September 30, 2019; and

WHEREAS, the Financial Services Department has requested an extension of the current contract with Public Trust Advisors, LLC, for an additional six months, during which time a competitive solicitation will be conducted; and

WHEREAS, staff recommend that the contract between Public Trust Advisors, LLC, and the City of Cape Coral be extended through March 21, 2020, at an estimated cost of \$44,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA:

Section 1. The City Council hereby approves the extension of the contract between Public Trust Advisors, LLC, and the City of Cape Coral through March 31, 2020, at an estimated cost of \$44,000.

Section 2. The City Council hereby authorizes the City Manager or his designee to execute the Contract Extension, attached hereto as Exhibit A.

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption by the Cape Coral City Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL AT ITS REGULAR COUNCIL SESSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

COVIELLO	_____	NELSON	_____
GUNTER	_____	STOKES	_____
CARIOSCIA	_____	WILLIAMS	_____
STOUT	_____	COSDEN	_____

ATTESTED TO AND FILED IN MY OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
KIMBERLY BRUNS  
CITY CLERK

APPROVED AS TO FORM:

  
DOLORES D. MENENDEZ  
CITY ATTORNEY  
res/Contract Extension-Contract Extension



CITY OF CAPE CORAL  
CONTRACT AMENDMENT #1 AND CONTRACT EXTENSION  
INVESTMENT ADVISORY SERVICES  
RFP-FIN14-17/KS

Reference is made to the contract entered into between the City of Cape Coral and Public Trust Advisors, LLC for providing Investment Advisory Services.

All terms and conditions and specifications of the aforementioned Contract dated October 1, 2014 and Contract Renewal #1 dated September 27, 2017 and the contractor's offer are incorporated herein by agreement of both contracting parties, this contract is hereby extended at the unit prices outlined in the Contract Documents effective October 1, 2019 through March 31, 2020.

**Amended to include:**

Pursuant to FL Statute §166.241, the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.

**ATTEST:**

Signature: \_\_\_\_\_

Signature: Kimberly Bruns, CMC

Title: City Clerk

**CITY:**

City of Cape Coral, Florida

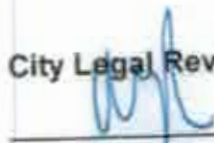
Signature: \_\_\_\_\_

Typed Name: A. John Szerlag

Title: City Manager

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

**City Legal Review**

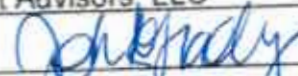


Date: 8/15/2019

Dolores Menendez, City Attorney

**CONTRACTOR:**

Public Trust Advisors, LLC

Signature: 

Printed Name: John F. Grady III

Title: Managing Director

Date: Aug 21 2019

**Item Number: B.(2)**  
**Meeting Date: 9/16/2019**  
**Item Type: CONSENT AGENDA**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Resolution 292-19 Extension of an Interlocal Agreement Between the City of Cape Coral and Lee County to Provide Services to the Burnt Store Area Fire Service Municipal Service Taxing Unit; Department: Fire; Estimated Dollar Value: \$948,237; (General Fund)

**REQUESTED ACTION:**

Approve or Deny

**STRATEGIC PLAN INFO:**

1. Will this action result in a Budget Amendment? No
2. Is this a Strategic Decision? Yes

If Yes, Priority Goals Supported are listed below.

If No, will it harm the intent or success of the Strategic Plan?

**ELEMENT E:** INCREASE QUALITY OF LIFE FOR OUR CITIZENS BY DELIVERING PROGRAMS AND SERVICES THAT FOSTER A SAFE COMMUNITY

**PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:**

**SUMMARY EXPLANATION AND BACKGROUND:**

The City of Cape Coral provides fire protection services to Burnt Store Marina and other unincorporated areas of Lee County. The City of Cape Coral has engaged in an interlocal agreement – the Burnt Store Area Fire Service Municipal Service Taxing Unit (MSTU) – which details how the City is compensated for this service. The existing interlocal agreement will expire on November 30, 2019.

The proposed one-year extension of the current agreement would be in effect until November 30, 2020.

**LEGAL REVIEW:**

**EXHIBITS:**

Department Memo  
Resolution 292-19

**PREPARED BY:**

Linda A.

**SOURCE OF ADDITIONAL INFORMATION:**

Ryan W. Lamb, Fire Chief

**ATTACHMENTS:**

Description	Type
▢ Department Memo	Backup Material
▢ Resolution 292-19	Resolution



CAPE CORAL FIRE DEPARTMENT  
OFFICE OF THE FIRE CHIEF

TO: Mayor Coviello and Council Members

FROM: John Szerlag, City Manager  
Ryan W. Lamb, Fire Chief 

DATE: August 29, 2019

SUBJECT: Extension of the Agreement with Lee County to Provide Services to the Burnt Store Area Fire Service Municipal Service Taxing Unit

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Background

The City of Cape Coral has provided fire protection services to Burnt Store Marina and other unincorporated areas of Lee County since 1990. The City of Cape Coral has engaged in an interlocal agreement – the Burnt Store Area Fire Service Municipal Service Taxing Unit (MSTU) – which details how the City is compensated for this service. The existing interlocal agreement will expire on November 30, 2019.

Summary

The current agreement calculates the annual fee on a “calls for service” methodology, based on a percentage of service calls for Fire Station 7 into the MSTU area and does not accurately reflect the costs associated with providing service. This methodology is susceptible to large fluctuations and annual fees have varied from year to year.

Last year the City Council and the County Commission adopted a one-year extension with a plan to transition to a “ready to serve” methodology, to better capture the costs of services. Several issues were encountered which required thorough research and slowed the development of a new agreement. A new agreement with the “ready to serve” methodology has been philosophically agreed to by Lee County and is currently being drafted by our City Attorney’s Office.

Recommendation

We recommend approval of a one-year extension of the current agreement (until November 30, 2020). The new agreement with the “ready to serve” methodology will be presented to City Council for adoption in the ensuing months.

JS,RWL/RLT



RESOLUTION 292 - 19

A RESOLUTION OF THE CITY OF CAPE CORAL APPROVING THE SECOND EXTENSION TO INTERLOCAL AGREEMENT FOR BURNT STORE AREA FIRE SERVICE MSTU; AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENSION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 9, 2013, City Council adopted Administrative Resolution 2013-24, approving the Burnt Store Area Fire Service MSTU Interlocal Agreement between the City of Cape Coral and Lee County, setting forth the terms and conditions of the City providing fire protection services within the area of the Burnt Store Area Fire Municipal Services Taxing Unit; and

WHEREAS, the initial term of the Agreement ends on November 30, 2018; and

WHEREAS, on October 15, 2018, City Council adopted Resolution 231-18, extending the Burnt Store Area Fire Service MSTU Interlocal Agreement for one (1) year; and

WHEREAS, the parties wish to extend the term of the Agreement for one (1) additional year; and

WHEREAS, the City Council desires to approve the Second Extension to Interlocal Agreement for Burnt Store Area Fire Service MSTU, attached hereto as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA:

Section 1. The City Council hereby approves the Second Extension to Interlocal Agreement for Burnt Store Area Fire Service MSTU and authorizes the City Manager to execute the Extension, attached hereto as Exhibit 1.

Section 2. Effective Date. This Resolution shall take effect immediately upon its adoption by the Cape Coral City Council.

ADOPTED BY THE COUNCIL OF THE CITY OF CAPE CORAL AT ITS REGULAR SESSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

COVIELLO	_____	NELSON	_____
GUNTER	_____	STOKES	_____
CARIOSCIA	_____	WILLIAMS	_____
STOUT	_____	CODDEN	_____

ATTESTED TO AND FILED IN MY OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
KIMBERLY BRUNS  
CITY CLERK

APPROVED AS TO FORM:



BRIAN R. BARTOS  
ASSISTANT CITY ATTORNEY  
res/Burnt Store MSTU Interlocal Extension

## **SECOND EXTENSION TO INTERLOCAL AGREEMENT FOR BURNT STORE AREA FIRE SERVICE MSTU**

THIS Second Extension to Interlocal Agreement for Burnt Store Area Fire Service MSTU ("*Extension*"), is intended to be effective as of December 1, 2019 ("*Effective Date*") and it is made and entered into by and between the CITY OF CAPE CORAL, FLORIDA, a Florida Municipal Corporation (hereinafter "*CITY*"), and LEE COUNTY, a political subdivision and Charter County of the State of Florida (hereafter "*COUNTY*"). The identified entities will be referred to collectively as the "*Parties*", and individually as a "*Party*".

**WHEREAS**, the Parties executed an Interlocal Agreement for Fire Service for the Burnt Store Area ("*Agreement*"), for a five-year term commencing October 1, 2013 and ending on November 30, 2018, the terms and conditions of which are incorporated herein by reference; and

**WHEREAS**, on November 6, 2018, the Parties executed a First Extension to Interlocal Agreement for Burnt Store Area Fire Service MSTU ("*First Extension*") of the Agreement, extending the initial term from December 1, 2018 to November 30, 2019, and updating the legal description, with those terms and conditions being incorporated herein by reference; and

**WHEREAS**, the Parties wish to extend the Agreement for an additional one (1) year period.

**NOW, THEREFORE** in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. The term of the Agreement will be extended an additional year, to commence on December 1, 2019, and end on November 30, 2020.
2. Except as provided herein, the Agreement and the First Extension will continue to be effective as first written and applicable as to those properties within the benefit district as that legal description is currently written, or as it may be hereafter amended.
3. The Parties herein agree to continue to be bound by the same duties, rights, and responsibilities as outlined in the initial Agreement and First Extension.
4. Acceptance of this Extension is indicated by the signature below of each Party's respective duly authorized representative.
5. This Agreement will be filed with the Lee County Clerk of Court by the COUNTY.

(End of provisions – Signature page follows)

IN WITNESS WHEREOF, the Parties have each executed this Extension intending it to be effective and to be bound as of the Effective Date first written above.

ATTEST:

CITY OF CAPE CORAL

By: \_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
John Szerlag  
CITY MANAGER

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

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

APPROVED AS TO LEGAL FORM:

By:  \_\_\_\_\_  
CITY ATTORNEY

Date: 9/5/19

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

BY: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Type or Print Name]  
Deputy Clerk

\_\_\_\_\_  
[Type or print name]  
Chair / Vice-Chair

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

By: \_\_\_\_\_  
Office of the County Attorney

(082019/1350)

**Item Number: B.(3)**  
**Meeting Date: 9/16/2019**  
**Item Type: CONSENT AGENDA**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Resolution 293-19 Recommended Changes to the Financial Management Policies; Department: Finance; Dollar Value: N/A; (Fund: N/A)

**REQUESTED ACTION:**

Approve or Deny

**STRATEGIC PLAN INFO:**

1. Will this action result in a Budget Amendment? No
  2. Is this a Strategic Decision? Yes
- If Yes, Priority Goals Supported are listed below.
- If No, will it harm the intent or success of the Strategic Plan?

**ELEMENT B:** ENHANCE FINANCIAL SUSTAINABILITY DURING ALL ECONOMIC TIMES

**PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:**

**SUMMARY EXPLANATION AND BACKGROUND:**

Approval requested for the recommended changes to the Financial Management Policies. This policy covers the areas of budget management, economic resources, operating management, debt and treasury management, accounts management and financial planning, fund designations, and the fund balance policy.

**LEGAL REVIEW:**

**EXHIBITS:**

Resolution 293-19  
Department Memo

**PREPARED BY:**

Suzanne Lopez, Senior  
Administrative Specialist

Division- Administration

Department- Financial  
Services

**SOURCE OF ADDITIONAL INFORMATION:**

Victoria Bateman, Financial Services Director



ATTACHMENTS:

Description	Type
▢ Resolution 293-19	Resolution
▢ Department Memo	Backup Material

RESOLUTION 293 – 19

A RESOLUTION OF THE CITY OF CAPE CORAL ADOPTING FINANCIAL MANAGEMENT POLICIES FOR THE CITY OF CAPE CORAL RELATING TO MANAGEMENT OF THE CITY'S OPERATING BUDGET, DEBT MANAGEMENT, ACCOUNTS MANAGEMENT AND FINANCIAL PLANNING, AND ECONOMIC RESOURCES MANAGEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cape Coral has adopted a Comprehensive Plan which establishes goals, policies and objectives for physical development of the City; and

WHEREAS, the Comprehensive Plan directly affects the quality of life in the City and the types of governmental/community services necessary to support development; and

WHEREAS, the City's budget process supplements the Comprehensive Plan and is an integral part of the overall policy framework which guides and coordinates services and functions and thereby sets priorities and determines service levels necessary to implement policy objectives; and

WHEREAS, uniform legislative policies and management practices can assist in mitigating financial problems, establishing long-range financial goals and developing analytical tools that help elected officials improve the financial decision-making process; and

Whereas, the City adopted certain financial management policies in Resolution 22-91 and amended said financial management policies in Resolution 41-96, Resolution 30-11, Resolution 47-13, Resolution 129-15, Resolution 216-16, and Resolution 240-18; and

WHEREAS, the Financial Services Director recommends that the following Financial Management Policies replace those previously adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

Section 1. The City of Cape Coral, Florida, hereby repeals the previous Financial Management Policies as adopted and amended in Resolutions 22-91, 41-96, 30-11, 47-13, 129-15, 216-16, and 240-18, and adopts the Financial Management Policies attached hereto and incorporated herein.

Section 2. This Resolution shall take effect immediately upon adoption.

ADOPTED BY THE COUNCIL OF THE CITY OF CAPE CORAL AT ITS REGULAR SESSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:


COVIELLO \_\_\_\_\_  
GUNTER \_\_\_\_\_  
CARIOSCIA \_\_\_\_\_  
STOUT \_\_\_\_\_

NELSON \_\_\_\_\_  
STOKES \_\_\_\_\_  
WILLIAMS \_\_\_\_\_  
COSDEN \_\_\_\_\_

ATTESTED TO AND FILED IN MY OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
KIMBERLY BRUNS  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DOLORES D. MENENDEZ  
CITY ATTORNEY  
res/Financial Management Policies2019

# CITY OF CAPE CORAL, FL

## FINANCIAL MANAGEMENT POLICIES

On February 25, 1991, the City of Cape Coral adopted a comprehensive set of financial management policies in the areas of operating management, debt management, accounts management, financial planning and economic resources. At various times, City Council and the Budget Review Committee have conducted thorough reviews of such policies as part of an ongoing process of economic and financial analysis as conducted by City staff.

The City of Cape Coral Charter School Authority adheres to the City of Cape Coral Financial Management Policies unless regulatory waivers and exceptions exist.

### BUDGET MANAGEMENT

- BM #1      The annual budget shall be a balanced budget whereby the amount available from taxation and other sources, including balances brought forward from prior fiscal years must equal the total appropriations for expenditures and reserves.
- Expenditures should be managed to create a positive cash balance (surplus) in each fund at the end of the fiscal year.
- BM #2      Revenue estimates for annual budget purposes should be conservative. In this light, General Fund revenues should be budgeted in the manner delineated below.
- A.      Property taxes should be budgeted at 96% of the Property Appraiser's estimate as of July.
  - B.      State shared revenues should be budgeted at 95% of the State Department of Revenue estimate.
  - C.      Franchise fee revenue should be budgeted at 95% of the maximum estimate prepared by Financial Services Department.
  - D.      Charter School State Shared Revenue's should be budgeted at 95% of the State Department of Education estimates.
- BM #3      Actual documented indirect costs in the General Fund associated with the operations of any other operating fund will be identified and accounted against the operations of those funds and be reimbursed to the General Fund.
- BM #4      The financial burden on the City's taxpayers must be minimized through systematic annual program reviews and evaluation aimed at improving the efficiency and effectiveness of City programs. As such, the annual budget will be based on a City-wide work program of goals, implemented by departmental goals and objectives.
- BM #5      The City will not fund ordinary municipal services with temporary or non-recurring revenue sources.
- BM #6      Annually the City's proposed and adopted budget shall include all spendable net assets from the prior fiscal year with the exception of capital project funds. The budget will disclose funds available in those capital project funds.
- BM #7      The City's role in social service funding should be supplemental (addressing special or unique local needs) to the basic responsibilities of regional agencies

### ECONOMIC RESOURCES

- ER #1      The City should diversify and expand its economic base in order to relieve the homeowner from the most significant share of the tax burden and to protect the community against economic downturns. This effort should include the attraction

of new businesses, retaining existing businesses, enticement of new residents, and tourism. This directive does not apply to the City of Cape Coral Charter School Authority.

- ER #2       The City should encourage economic development initiatives that provide growth in the tax base and employment for City residents as a first priority and in the County and region as a second priority.
- ER #3       The City will not commit itself to the full extent of its taxing authority.

**OPERATING MANAGEMENT**

- OM #1       The City shall maintain adequate protection from loss due to property damage or liabilities of the City. The City will continue to be self-insured for a maximum of \$350,000 for each worker’s compensation claim, \$100,000 for each general liability claim, and \$25,000 for each property damage claim. The City shall purchase excess commercial insurance. The City shall maintain separate funds for worker’s compensation and property/liability and ensure adequate resources are available to support the value of incurred but not reported (IBNR) claims.

The Charter School shall maintain adequate protection from loss due to property damage or liabilities of the Charter School in accordance with Lee County School Board limits. The Charter School maintains General Liability, Public Officials Errors & Omissions and School Board Legal Liability insurance with limits of \$3,000,000 and no deductible. The Charter School maintains statutory Workers’ Compensation and Employer’s Liability, with a \$1,000,000 limit each and no deductible. Automobile Liability/Physical Damage insurance is maintained by the Charter School with a \$1,000,000 liability limit, zero deductible and a \$1,000 physical damage deductible.

- OM #2       City management is responsible for recovery of revenues as planned for in the budget. Management shall maintain adequate billing and claiming processes in order to effectively manage their accounts receivable systems in conformance with the fiscal plan and sound business principles. In addition, random audits shall be conducted by the City Auditor to ensure that this process is accomplished.
- OM #3       City management shall routinely review rates and fees charged for services and activities provided by the City and upon which revenue estimates are based. As part of this review, actual costs of providing such services will be calculated and a recommendation provided to City Council regarding the charges and rates to be levied, taking into account the cost of service, subsidization from other sources, and the nature of the service within the City’s goals.
- OM #4       The Director of Financial Services will develop and maintain written policies for the administration of such adjustments to service bills and payment plans for remittance of outstanding obligations as requested by customers, in compliance with existing ordinances and resolutions. Such policies will provide administrative authority to specific positions and parameters under which such authority should be exercised. Any exceptions to such policies must be approved, in writing, by the Financial Services Director or designee. (Administrative Policies are attached as Appendix A and approved by extension)
- OM #5       An allowance for uncollectible revenue (receivable) will be determined at the end of each fiscal year. The aging of the receivable will be based on the number of days from the billing general ledger date to the fiscal year end date. The allowance on all receivables with an aging of less than or equal to 120 days will be 1% of the receivable and for all receivables with an aging greater than 120 days will be 100%.

Accounts that are deferred or are considered hardship will not be included in the allowance for uncollectible revenue total.

The City of Cape Coral Charter School Authority recognizes uncollectible revenue at the time the funds are dishonored by the originator’s financial institution. A collection letter is mailed within two (2) business days. After 30 days, collection efforts are considered to be exhausted. Any collectible greater than \$25.00 is referred to a designated collection agent and written off.

OM #6            On a yearly basis, the City will write off all customer accounts that are deemed uncollectible. For purposes of this policy, uncollectible is defined as any account that is greater than or equal to 180 days delinquent from the date of the invoice. The write off amount will be removed from the allowance and the account receivables balances, thereby no longer impacting the City’s financial reporting. All legal standing related to these accounts will remain in effect and collection efforts on these accounts will continue through the appropriate collection agency.

Accounts that are deferred or are considered hardship will not be included in the write off totals.

Any action to “write off” uncollectible accounts will be taken subordinate to and in compliance with outstanding bond resolutions or applicable ordinances.

Excess funds associated with the City of Cape Coral Charter School Authority Lunch Program that have a positive balance of less than \$5.00 may be receipted into the school lunch fund, where the school lunch program funds are maintained. If a positive balance greater than \$5.00 exists, the parent or guardian shall be notified by mail and given the opportunity of receiving a refund within 30 days. If no response is received within 90 days, the account will be closed and funds no longer available. Unclaimed balances will be transferred to the school lunch program where funds are maintained. These funds will be detailed for the City of Cape Coral and forwarded to the Florida Treasure Chest as part of unclaimed property reporting

OM #7            It is the policy of the City to annually review the funding ratios of each of the three pensions plans: Police, Fire and General. At any time an individual fund: 1) reaches an 80% funding level using actuarial value of assets to the actuarial accrued value of liabilities and 2) and the annual required contributions is below the annual budgeted amount, the City will place any excess funds into the Other Post-Employment Benefits (OPEB) fund.

The City of Cape Coral Charter School Authority’s retirement system pension plan is administered by the State of Florida Retirement System (FRS).

**DEBT AND TREASURY MANAGEMENT**

DTM #1            The City will issue and comply with a comprehensive debt management policy adopted under separate action of the City Council. Staff will present to the City Council on an annual basis, a complete review of the City’s debt position.

The Charter School Authority shall request the issuance of debt through the City of Cape Coral.

DTM #2            The City should maintain a prudent cash management and investment program in order to meet daily cash requirements, increase the amount available for investment, and earn the maximum rate of return on invested funds commensurate with appropriate security. The investment policy of the City shall be in conformance with state law in order to ensure the protection of principal while ensuring the maximum return on investment and adopted under separate action of the City Council.

The City of Cape Coral Charter School Authority has adopted an investment program to ensure the highest rate of return on invested funds. The City of Cape Coral Director of Financial Services, and the City of Cape Coral Charter School Authority’s Superintendent are responsible for the oversight of investments.



**ACCOUNTS MANAGEMENT & FINANCIAL PLANNING**

- AMFP #1      Accounting systems shall be maintained in order to facilitate financial reporting in conformance with Generally Accepted Accounting Principles (GAAP) of the United States as promulgated by Government Accounting Standards Board (GASB).
- In addition to the above, the Charter School Authority must adhere to the [Financial & Program Cost Accounting & Reporting for Florida Schools \(The Red Book\)](#).
- AMFP #2      An annual financial audit shall be prepared in conformance with Florida state law, as promulgated by the State Auditor General and Generally Accepted Government Auditing Standards (GAGAS) as promulgated by the Comptroller General of the United States, and Government Accounting Standards Board (GASB).
- AMFP #3      Financial systems shall be maintained in a manner that provides for the timely monitoring of expenditures, revenues, performance and receivables/billing status on an ongoing basis.
- AMFP #4      Forecasting of revenues and expenditures for major funds shall be accomplished in conjunction with the development of the annual and projected future operating, capital, and AIP budgets in accordance with state and local laws and recommended practices of the National Advisory Council on State and Local Budgeting (NACSLB) and compiled in a summary management analysis report.
- AMFP #5      The City will annually review the Capital Improvements Element of the Comprehensive Plan to ensure that required fiscal resources will be available to provide the public facilities needed to support the adopted level of service standards
- AMFP #6      The City will annually prepare a five-year asset improvements program. The asset improvements program will identify the source of funding for all projects. In order for the City Council to approve any capital improvement projects, it must be accompanied by a business plan including a cost benefit analysis that indicates the impact on rates or funding sources.
- The City of Cape Coral Charter School Authority will prepare a five-year asset improvement program in which projects are funded through the General Fund. This program is incorporated into the budget process and presented for approval by [the City of Cape Coral Charter School Authority Governing Board](#)
- AMFP #7      The City may annually seek the GFOA Certificate of Achievement for Excellence in Financial Reporting and Distinguished Budget Presentation Award.

**FUND DESIGNATIONS**

- FD #1      The City has designated the following fund types:

**A.      GENERAL FUND**

General Fund – used to account for the activities of the City including general government, public safety, public works, community development, parks and recreation, and transportation. The General Fund is the general operating fund for the City and [the City of Cape Coral Charter](#) School Authority. It is used to account for all financial resources, except those required to be accounted for in another fund.

**B.      SPECIAL REVENUE FUNDS**

Special revenue funds are used to account for specific revenues that are restricted or committed to that fund’s particular purpose; where a fund’s revenues are not

restricted, they are considered committed to the fund's particular purpose pursuant to the establishing resolution.

1. Gas Tax Fund – used to account for the Local Option (6¢) and New Local Option (5¢) Taxes which are used for construction of new roads, reconstruction or resurfacing of existing paved roads, and related items.
2. Road Impact Fee Fund – used to account for the impact fees that are used to provide new roads.
3. Public Safety Impact Fee Fund – used to account for Police Protection, Advanced Life Support, and Fire & Rescue impact fees which are used for the purchase of capital improvements consisting of land, buildings, vehicles, and equipment for police protection services, advanced life support program and fire public safety facilities.
4. Park Recreational Facilities Impact Fee Fund – used to account for impact fees which are used to provide recreational park facilities.
5. Do The Right Thing – this program is sponsored by the Police Department and rewards the youth population in the community for “doing the right thing”. This fund was established to account for the program donations that are used to offset the operating expenses of the program to include prizes and rewards for the program recipients.
6. Police Confiscation-State Fund – used to account for monies received from the sale of confiscated items in nonfederal cases and used to purchase equipment for the Police Department. This also includes the Police Evidence Fund.
7. Police Confiscation-Federal Fund – used to account for monies received from federal confiscation cases and used to purchase equipment for the Police Department.
8. Criminal Justice Education Fund – used to account for monies received from the assessment of mandatory court costs and used for criminal justice education and training.
9. Alarm Fee Fund – is used to account for fees and fines collected by the City in connection with initial installation and false alarms thereafter.
10. All Hazards Fund – used to account for monies collected by Lee County in the All Hazards Protection District for the funding of shelters, emergency preparedness, and hazardous material response programs.
11. Del Prado Mall Parking Lot Fund – is used to account for collection of special assessments for the Del Prado Mall parking lot.
12. Lot Mowing Fund – is used to account for the mowing of vacant unimproved property.
13. Building Fund – used to account for the activities of the building and permitting services of the Department of Community Development as related to the construction of buildings and related structures within the City of Cape Coral.
14. Community Redevelopment Agency (CRA) Fund – used to account for monies received from tax incremental revenue by certain taxing authorities in the community redevelopment area.
15. City Centrum Business Park Fund – is used to account for monies collected from agencies that occupy the facilities.

16. Seawalls Fund – used to account for the collection of special assessments after the construction of seawalls.
17. Waterpark Fund – used to account for the operations of the City’s Sun Splash Family Water Park and Aquatic Facility.
18. Parks and Recreation Fund – is used to account for the recreational programs for individuals of various ages, skill levels, interests, social needs, and economic capabilities, that collectively enhance the overall quality of life within the City.
19. Golf Course Fund - used to account for the activities of the year-round municipal golf facility which includes the clubhouse, greens, and restaurant operations.
20. Community Development Block Grant (CDBG) Fund – used to account for monies received from the U.S. Department of Housing and Urban Development for community development.
21. HUD Neighborhood Stabilization Fund – used to account for monies received from the U.S. Department of Housing and Urban Development to provide targeted emergency assistance to the City to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight within the community.
22. Local Housing Assistance Fund – used to account for monies received from the State Housing Initiatives Partnership (S.H.I.P.) Program to provide assistance to low and moderate-income families for the purpose of obtaining affordable housing in the City.
23. Residential Construction Mitigation Program Fund – used to account for monies received from the Florida Division of Emergency Management Residential Construction Mitigation Program (RCMP) to improve the wind resistance of residences.
24. Technology Fund (City of Cape Coral Charter School Authority) – is an account for monies received through outside organizations and fundraising efforts for the purpose of obtaining technology equipment.

#### **C. DEBT SERVICE FUND**

Debt Service Fund - used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

#### **D. CAPITAL IMPROVEMENT FUNDS**

1. Transportation Capital Improvements Fund – used to account for road improvements and related items.
2. Parks Capital Improvements Fund - used to account for the acquisition of park land and improvements at various parks.
3. Other Capital Improvements Fund - used to account for other improvements and related items including disaster improvement funds.

#### **E. ENTERPRISE FUNDS**

Enterprise funds are used to account for activity for which a fee is charged to external users for goods or services.

1. Water and Sewer Fund – used to account for the activities of the City’s water and sewer utility programs, special assessment funds, and any related capital improvements.



2. Stormwater Fund - used to account for the activities of the City's stormwater drainage program in compliance with the Environmental Protection Agency, and local and state regulations. This includes any related capital improvements.
3. Yacht Basin Fund - used to account for the activities of the City's public marina and docks.

#### **F. INTERNAL SERVICE FUNDS**

Internal Service Funds are used to account for activity that provides goods or services to other funds, departments, or agencies of the primary government and its component units on a cost reimbursement basis.

1. Workers Compensation Insurance Fund - used to account for self-insurance of workers compensation.
2. Property and Casualty Insurance Fund - used to account for the self-insurance liability.
3. Facilities Fund - used to account for the administration and maintenance of the City's facilities. Such costs are billed to other departments.
4. Fleet Fund – used to account for the administration and maintenance of the City's fleet. Such costs are billed to other departments.
5. Self-Insurance Health Plan Fund – used to account for the self-insurance of medical insurance.
6. Other Post-Employment Benefits (OPEB) Fund – used to account for accumulated resources for other post-employment benefit payments.

#### **G. FIDUCIARY FUNDS**

1. Pension Trust Funds – used to account for three defined benefit plans which accumulate resources for pension benefit payments to employees/retirees.
2. Agency Funds – used to account for assets held in an agency capacity for others and therefore cannot be used to support the City's own programs.
  - a. School Impact Fee Fund – used to account for the City's collection of school impact fees for the Lee county School Board at the time of building permit issuance.
  - b. Solid Waste Fund - used to account for the City's collection of solid waste fees for the entity that performs the solid waste collection and disposal services for the City.
3. The Cape Coral Charter School Authority utilizes an Internal Fund to account for monies collected for student activities, field trips, class treasury, and fundraisers, etc. that are accounted for as a fiduciary fund. These funds are collected for specific purposes and each activity is accounted for separately within the Internal Fund.

#### **H. COMPONENT UNIT**

The City of Cape Coral Charter School Authority was created for the purpose of operating and managing, on behalf of the City, all charter schools for which a charter is held by the City. The powers of the Authority are exercised through a governing board, the Cape Coral Charter School Board, which provides governance of the Charter Schools. The Authority is reported as a discretely

presented component unit because it is legally separate, the City Council appoints a majority of the Authority’s board members, and the City can modify and approve the Authority’s budget. In addition, all debt issuances must be approved by City Council.

FUND BALANCE

**FB #1** Reserve funds shall not be routinely used to fund recurring expenditures. Fund balances should be maintained at fiscally sound levels in all funds. Such levels are delineated below.

**A. General Fund:**

- |  | <u>Minimum Amount</u>           |
|--|---------------------------------|
| 1. Unassigned  | 2 months operating expenditures |
| <p>*Government Finance Officers Association (GFOA) recommends, at a minimum, that general-purpose governments, regardless of size, maintain unassigned fund balance in their general fund of no less than five to 15 percent of general fund operating revenues, or of no less than two to three months of regular general fund operating expenditures. Any excess reserves above three months should prefund future needs or pay down debt.</p> |                                 |
| 2. Committed/Reserved  | <u>Minimum Amount</u>           |
| a. Disaster  | \$6,000,000                     |
| <p>The disaster reserves are to be used in emergency situations and as a match for Federal Emergency Management Agency (FEMA) funds.</p>   |                                 |
| b. Capital Equipment   | \$1,500,000                     |
| c. Facilities Maintenance  | \$ 500,000                      |
| d. Economic Development Incentives   | \$ 544,000                      |

**B. Charter School Authority:**

The Charter School Authority shall maintain, at a minimum, an unassigned fund balance in its operating fund equal to 5% of the annual expenditures. (This was approved by the CS Governing Board on 4/9/19)

**C. Water & Sewer:**

1. An operating reserve fund balance at least equal to 25% of the cost of operation and maintenance in the annual budget for the then current fiscal year.
2. Any surplus revenue in excess of this operating reserve minimum balance target is utilized to pay for all or a portion of the cost of capital projects.
3. An annual transfer to the Renewal and Replacement Fund equal to 5% of the prior fiscal year’s gross revenues (not cumulative).
4. After deposit, surplus Renewal and Replacement funds above the Renewal and Replacement Fund Requirement are available to fund capital projects and these funds are used for this purpose in each year

**D. Stormwater:**

- |                          | <u>Minimum Amount</u>           |
|--------------------------|---------------------------------|
| 1. Renewal & Replacement | 2 months operating expenditures |

After all general fund minimum reserve balances have been met, excess unassigned balances may be set aside to provide additional funding in any designated reserve.

**FB #2**           The City and the Cape Coral Charter School will have a Fund Balance Policy as follows:

**A.       DEFINITIONS**

*FUND BALANCE* - As defined by the Governmental Accounting, Auditing and Financial Reporting of the Government Finance Officers Association, fund balance is "The difference between assets and liabilities reported in a governmental fund."

*NON-SPENDABLE FUND BALANCE* - Amounts that are (a) not in spendable form or (b) legally or contractually required to be maintained intact. "Not in spendable form" includes items that are not expected to be converted to cash (such as inventories and prepaid amounts) and items such as the long-term amount of loans and notes receivable, as well as property acquired for resale. The corpus (or principal) of a permanent fund is an example of an amount that is legally or contractually required to be maintained intact.

*RESTRICTED FUND BALANCE* - Amounts that can be spent only for specific purposes stipulated by (a) external resource providers such as creditors (through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

*COMMITTED FUND BALANCE* - Amounts that can be used only for the specific purposes determined by a formal action of the City Council, the City's highest level of decision making authority. Commitments may be changed or lifted only by the City Council taking the same formal action that imposed the constraint originally.

*ASSIGNED FUND BALANCE* – Portion that reflects a government’s intended use of resources. Such intent has to be established by the Finance Director. Includes spendable fund balance amounts established by management of the City that are intended to be used for specific purposes that are neither considered restricted or committed.

*UNASSIGNED FUND BALANCE* - Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

*UNRESTRICTED FUND BALANCE* - The total of committed fund balance, assigned fund balance, and unassigned fund balance.

*RESERVATIONS OF FUND BALANCE* - Reserves established by City Council (committed fund balance) or City management (assigned fund balance).

**B.       PURPOSE**

The City hereby establishes and will maintain Fund Balance, as defined herein, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

A Fund Balance Policy is adopted in order to secure and maintain investment - grade credit ratings, meet seasonal shortfalls in cash flow, and reduce susceptibility

to emergency or unanticipated expenditures and/or revenue shortfalls. Fund balance information is used to identify the available resources to repay long-term debt, reduce fees and charges, support on-going operations, add new governmental programs, expand existing ones, or enhance the financial position of the City, in accordance with policies established by the City Council.

This Fund Balance Policy establishes:

1. Fund balance policy for the general fund;
2. Reservations of fund balance for the general fund;
3. The method of budgeting the amount of estimated unrestricted fund balance (also known as estimated beginning fund balance) available for appropriation during the annual budget adoption process (prior to the actual, audited fund balance being known) and what actions may need to be taken if the actual fund balance is significantly different than the budgeted fund balance; and
4. The spending order of fund balances.

### **C. FUND BALANCE POLICY (GENERAL FUND)**

#### **1. RESTRICTED FUND BALANCE**

There is no restricted fund balance in the General Fund. Amounts that can be spent only for specific purposes stipulated by (a) external resource providers such as creditors (through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation will be budgeted and reported in special revenue funds, capital project funds or debt service funds.

#### **2. COMMITTED FUND BALANCE**

Commitment of fund balance may be made for such purposes including, but not limited to, a) major maintenance and repair projects; b) meeting future obligations resulting from a natural disaster; c) accumulating resources pursuant to stabilization arrangements; d) establishing reserves for disasters; and/or e) for setting aside amounts for specific projects.

Commitment of fund balance may be made from time-to time by formal action of the City Council. Commitments may be changed or lifted only by the City Council taking the same formal action that imposed the constraint originally). The use (appropriation) of committed fund balances will be considered in conjunction with the annual budget adoption process or by a budget amendment approved by City Council during the fiscal year. The City of Cape Coral Charter School Authority also requires the Governing Board to perform all required action(s).

#### **3. ASSIGNED FUND BALANCE**

Assignment of fund balance may be: a) made for a specific purpose that is narrower than the general purposes of the government itself; and/or b) used to reflect the appropriation of a portion of existing unassigned fund balance to eliminate a projected deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues.

Assigned fund balance shall reflect management's intended use of resources as set forth in the annual budget (and any amendments thereto). Assigned fund balance may or may not be appropriated for expenditure in the subsequent year depending on the timing of the project/reserve for which it was assigned.

#### **4. NON-SPENDABLE FUND BALANCE**

Non-spendable fund balance is established to report items that are not expected to be converted to cash such as inventory and prepaid items; items not currently in cash form such as the long-term amount of loans and notes receivable as well as property acquired for resale; and, items legally or contractually required to be maintained intact such as the corpus (or principal) of a permanent fund.

#### 5. MINIMUM LEVEL OF UNASSIGNED FUND BALANCE

Unassigned fund balance is the residual classification for the general fund and represents fund balance that has not been restricted, committed or assigned to specific purposes within the general fund.

If, after the annual audit, prior committed or assigned fund balance causes the unassigned fund balance to fall below two (2) months of general fund operating expenditures, the City Manager will so advise City Council in order for the necessary action to be taken to restore the unassigned fund balance to two (2) months of General Fund operating expenditures. If unassigned fund balance falls below 5% of general fund operating expenditures, the City of Cape Coral Charter School Authority Superintendent or designee will so advise the City of Cape Coral Charter School Authority Governing Board for the necessary action(s) to be taken to restore the unassigned fund balance to 5% of General Fund operating expenditures. The internal auditor shall report such findings in a form of an exit interview to the principal or the principal administrator of the charter school, the School District, the Commissioner of Education and the governing board within 7 working days after the finding. A final report shall be provided to the entire governing board, the School District and the Department of Education within 14 working days after the exit interview. A charter school found to be in a state of financial emergency shall file a detailed financial recovery plan with the School Board and the Commissioner of Education within 30 day of such finding. A charter School found to have a deteriorating financial condition shall submit a corrective action plan to the School District within 15 business days of such finding for approval by the School.

The City Manager will prepare and submit a plan for committed and/or assigned fund balance reduction, expenditure reductions and/or revenue increases to City Council. The City shall take action necessary to restore the unassigned fund balance to acceptable levels within two years.

The City of Cape Coral Charter School Authority Superintendent or designee will prepare and submit a plan for committed and/or assigned fund balance reduction, expenditure reduction, and/or revenue increases to the City of Cape Coral Charter School Authority Governing Board.

### D. RESERVATIONS OF FUND BALANCE (GENERAL FUND)

#### 1. COMMITTED FUND BALANCE

The City Council hereby establishes the following committed fund balance reserves in the General Fund:

- a. Disaster Reserve - The disaster reserve fund balance is committed by the City Council as set forth in the annual budget (and any amendments thereto) to ensure the maintenance of services to the public during disaster situations such as, but not limited to, hurricanes.
- b. Equipment Reserve – The equipment reserve fund balance is committed by the City Council as set forth in the annual budget (and any amendments thereto) to ensure funds are available for unexpected and critical replacement and/or repair of major assets. This reserve is not intended for routine repairs and maintenance cost for significant capital assets.

- c. Facilities Maintenance Reserve – The facilities reserve fund balance is committed by the City Council as set forth in the annual budget (and any amendments thereto) to ensure funds are available for unexpected and critical maintenance of major facilities. This reserve is not intended for routine maintenance costs for significant facilities.

2. ASSIGNED FUND BALANCE

The City hereby establishes the following assigned fund balance reserves in the General Fund:

Assignment to Subsequent Year's Budget - The subsequent year's budget fund balance reserve is assigned by City management as set forth in the annual budget (and any amendments thereto) to appropriate a portion of existing unassigned fund balance to eliminate a projected deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues.

**E. BUDGETING**

1. APPROPRIATION OF UNRESTRICTED FUND BALANCE

The actual amount of unrestricted fund balance (total of committed fund balance, assigned fund balance and unassigned fund balance) is not known until the completion of the annual audit which takes place between three to six months after the end of the fiscal year being audited. However, an estimate of unrestricted fund balance (also called estimated beginning fund balance) must be made during the annual budget adoption process (July through September) which is prior to the end of the fiscal year, September 30th. The City of Cape Coral Charter School Authority's fiscal year runs from July 1<sup>st</sup> through June 30<sup>th</sup>.

2. ESTIMATED FUND BALANCE

In order to achieve the most accurate estimate possible, the City Manager or designee shall project both Sources of Funds (revenues, prior years unrestricted fund balances carried forward and other financing sources) and Uses of Funds (operating and non-operating expenditures), including accruals, for each department in each governmental fund through September 30th of the then current fiscal year. The difference between the estimated actual sources of funds and estimated actual uses of funds is the calculated estimated beginning fund balance for the subsequent fiscal year. If planned for use in the subsequent fiscal year, committed and assigned fund balance may be included in the estimated beginning fund balance.

**F. SPENDING ORDER OF FUND BALANCES**

The City uses restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this, such as in grant agreements requiring dollar for dollar spending. Additionally, the City would first use committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

**G. ANNUAL REVIEW AND DETERMINATION OF FUND BALANCE POLICY**


Compliance with the provisions of this policy shall be reviewed as a part of the annual budget adoption process, and the amounts of restricted, committed, assigned, nonspendable and the minimum level of unassigned fund balance shall be determined during this process.

**H.     ADDITIONAL INFORMATION, REQUIREMENTS/  
RESPONSIBILITIES**

It will be the responsibility of the Financial Services Director to keep this policy current.

CITY OF CAPE CORAL  
FINANCIAL SERVICES DEPARTMENT

TO: John Szerlag, City Manager

FROM: Victoria Bateman, Financial Services Director 

DATE: August 27, 2019

SUBJECT: Recommended Changes to Financial Management Policies

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In conjunction with the City's Strategic Plan, my staff and I periodically review and update our Financial Management Policies. This policy covers the areas of budget management, economic resources, operating management, debt and treasury management, accounts management & financial planning, fund designations and the fund balance policy. The policy will be effective immediately upon the adoption of the resolution.

The Cape Coral Charter School follows the City's Financial Management Policy, however, an internal audit of the Cape Coral Charter School noted that the some of the school's policies are different than the City's. The updates to the Financial Management Police are to differentiate from the Charter School's policies. Differences are listed below:

Reference	City of Cape Coral	Cape Coral Charter School Authority
BM # 2	The City budgets ad valorem at 96%	Charter School State Shared Revenue's is budgeted at 95% of the State Department of Education estimates.
OM # 1	The City shall maintain adequate protection from loss due to property damage or liabilities of the City. The City will continue to be self-insured for a maximum of \$350,000 for each worker's compensation claim, \$100,000 for each general liability claim, and \$25,000 for each property damage claim. The City shall purchase excess commercial insurance. The City shall maintain separate funds for worker's compensation and property/liability and ensure adequate resources are available to support the value of incurred but not reported (IBNR) claims.	The Charter School shall maintain adequate protection from loss due to property damage or liabilities of the Charter School in accordance with Lee County School Board limits. The Charter School maintains General Liability, Public Officials Errors & Omissions and School Board Legal Liability insurance with limits of \$3,000,000 and no deductible. The Charter School maintains statutory Workers' Compensation and Employer's Liability, with a \$1,000,000 limit each and no deductible. Automobile



		Liability/Physical Damage insurance is maintained by the Charter School with a \$1,000,000 liability limit, zero deductible and a \$1,000 physical damage deductible.
OM # 6	<p>On a yearly basis, the City will write off all customer accounts that are deemed uncollectible. For purposes of this policy, uncollectible is defined as any account that is greater than or equal to 180 days delinquent from the date of the invoice. The write off amount will be removed from the allowance and the account receivables balances, thereby no longer impacting the City's financial reporting. All legal standing related to these accounts will remain in effect and collection efforts on these accounts will continue through the appropriate collection agency.</p> <p>Accounts that are deferred or are considered hardship will not be included in the write off totals.</p> <p>Any action to "write off" uncollectible accounts will be taken subordinate to and in compliance with outstanding bond resolutions or applicable ordinances.</p>	Excess funds associated with the City of Cape Coral Charter School Authority Lunch Program that have a positive balance of less than \$5.00 may be receipted into the school lunch fund, where the school lunch program funds are maintained. If a positive balance greater than \$5.00 exists, the parent or guardian shall be notified by mail and given the opportunity of receiving a refund within 30 days. If no response is received within 90 days, the account will be closed and funds no longer available. Unclaimed balances will be transferred to the school lunch program where funds are maintained. These funds will be detailed for the City of Cape Coral and forwarded to the Florida Treasure Chest as part of unclaimed property reporting
OM # 7	It is the policy of the City to annually review the funding ratios of each of the three pensions plans: Police, Fire and General. At any time an individual fund: 1) reaches an 80% funding level using actuarial value of assets to the actuarial accrued value of liabilities and 2) and the annual required contributions is below the annual budgeted amount, the City will place any excess funds into the Other Post-Employment Benefits (OPEB) fund.	The City of Cape Coral Charter School Authority's retirement system pension plan is administered by the State of Florida Retirement System (FRS).
DTM # 1	The City will issue and comply with a comprehensive debt management policy adopted under separate action of the City Council. Staff will present to the City Council on an annual basis, a	The Charter School Authority shall request the issuance of debt through the City of Cape Coral.

	complete review of the City's debt position.	
DTM # 2	The City should maintain a prudent cash management and investment program in order to meet daily cash requirements, increase the amount available for investment, and earn the maximum rate of return on invested funds commensurate with appropriate security. The investment policy of the City shall be in conformance with state law in order to ensure the protection of principal while ensuring the maximum return on investment and adopted under separate action of the City Council.	The City of Cape Coral Charter School Authority has adopted an investment program to ensure the highest rate of return on invested funds. The City of Cape Coral Director of Financial Services, and the City of Cape Coral Charter School Authority's Superintendent are responsible for the oversight of investments.
AMFP # 1	Accounting systems shall be maintained in order to facilitate financial reporting in conformance with Generally Accepted Accounting Principles (GAAP) of the United States as promulgated by Government Accounting Standards Board (GASB).	In addition to the City's policy, Charter School Authority must adhere to the Financial & Program Cost Accounting & Reporting for Florida Schools (The Red Book).
AMFP # 6	The City will annually prepare a five-year asset improvements program. The asset improvements program will identify the source of funding for all projects. In order for the City Council to approve any capital improvement projects, it must be accompanied by a business plan including a cost benefit analysis that indicates the impact on rates or funding sources.	The City of Cape Coral Charter School Authority will prepare a five-year asset improvement program in which projects are funded through the General Fund. This program is incorporated into the budget process and presented for approval by the City of Cape Coral Charter School Authority Governing Board
FD # 1 A	General Fund – used to account for the activities of the City including general government, public safety, public works, community development, parks and recreation, and transportation. The General Fund is the general operating fund for the City. It is used to account for all financial resources, except those required to be accounted for in another fund.	General Fund – used to account for the activities of the City including general government, public safety, public works, community development, parks and recreation, and transportation. The General Fund is the general operating fund for the City and the <u>City of Cape Coral Charter School Authority</u> . It is used to account for all financial resources,

		except those required to be accounted for in another fund.
FD # 1 B	N/A	Technology Fund (City of Cape Coral Charter School Authority) – is an account for monies received through outside organizations and fundraising efforts for the purpose of obtaining technology equipment.
FD # 1 G	N/A	The Cape Coral Charter School Authority utilizes an Internal Fund to account for monies collected for student activities, field trips, class treasury, and fundraisers, etc. that are accounted for as a fiduciary fund. These funds are collected for specific purposes and each activity is accounted for separately within the Internal Fund.
FB # 1	<p>Reserve funds shall not be routinely used to fund recurring expenditures. Fund balances should be maintained at fiscally sound levels in all funds. Such levels are delineated below.</p> <p><b>General Fund: <u>Minimum Amount</u></b> Unassigned 2 months operating expenditures</p> <p>*Government Finance Officers Association (GFOA) recommends, at a minimum, that general-purpose governments, regardless of size, maintain unassigned fund balance in their general fund of no less than five to 15 percent of general fund operating revenues, or of no less than two to three months of regular general fund operating expenditures. Any excess reserves above three months should prefund future needs or pay down debt.</p> <p><b><u>Committed/Reserved</u>      <u>Minimum Amount</u></b></p> <p>A. Disaster <del>\$2,000,000</del> \$6,000,000</p>	<p>Charter School Authority:</p> <p>The Charter School Authority shall maintain, at a minimum, an unassigned fund balance in its operating fund equal to 5% of the annual expenditures. (This was approved by the C.S. Governing Board on 4/9/19)</p>

	<p>The disaster reserves are to be used in emergency situations and as a match for Federal Emergency Management Agency (FEMA) funds.</p> <p>B. Capital Equipment \$1,500,000</p> <p>C. Facilities Maintenance \$500,000</p> <p>D. Economic Development Incentives \$544,000</p> <p>E. <u>Sale Proceeds from Surplus Property \$ To be determined based upon sale of property</u></p> <p>F. <u>FEMA Reimbursement Hurricane Irma \$ TBD based upon receipts from FEMA</u></p>	
FB # 2	The City will have a Fund Balance Policy as follows:	The City <u>and the Cape Coral Charter School</u> will have a Fund Balance Policy as follows:
FB # 2 C 2.	<p>Commitment of fund balance may be made from time-to time by formal action of the City Council. Commitments may be changed or lifted only by the City Council taking the same formal action that imposed the constraint originally). The use (appropriation) of committed fund balances will be considered in conjunction with the annual budget adoption process or by a budget amendment approved by City Council during the fiscal year.</p>	<p>(Added at end of City's policy) <u>The City of Cape Coral Charter School Authority also requires the Governing Board to perform all required action(s).</u></p>
FB # 2 C 5.	<p>If, after the annual audit, prior committed or assigned fund balance causes the unassigned fund balance to fall below two (2) months of general fund operating expenditures, the City Manager will so advise City Council in order for the necessary action to be taken to restore the unassigned fund balance to two (2) months of General Fund operating expenditures.</p> <p>The City Manager will prepare and submit a plan for committed and/or assigned fund balance reduction,</p>	<p>(Added at end of City's policy) <u>If unassigned fund balance falls below 5% of general fund operating expenditures, the City of Cape Coral Charter School Authority Superintendent or designee will so advise the City of Cape Coral Charter School Authority Governing Board for the necessary action(s) to be taken to restore the unassigned fund balance to 5% of General Fund operating expenditures. The internal auditor shall report such findings in a form of an exit interview to the principal or the principal</u></p>

	<p>expenditure reductions and/or revenue increases to City Council. The City shall take action necessary to restore the unassigned fund balance to acceptable levels within two years.</p>	<p><u>administrator of the charter school, the School District, the Commissioner of Education and the governing board within 7 working days after the finding. A final report shall be provided to the entire governing board, the School District and the Department of Education within 14 working days after the exit interview. A charter school found to be in a state of financial emergency shall file a detailed financial recovery plan with the School Board and the Commissioner of Education within 30 day of such finding. A charter School found to have a deteriorating financial condition shall submit a corrective action plan to the School District within 15 business days of such finding for approval by the School.</u></p> <p><u>The City of Cape Coral Charter School Authority Superintendent or designee will prepare and submit a plan for committed and/or assigned fund balance reduction, expenditure reduction, and/or revenue increases to the City of Cape Coral Charter School Authority Governing Board.</u></p>
FB # 2 E 1.	<p>The actual amount of unrestricted fund balance (total of committed fund balance, Assigned fund balance and unassigned fund balance) is not known until the completion of the annual audit which takes place between three to six months after the end of the fiscal year being audited. However, an estimate of unrestricted fund balance (also called estimated beginning fund balance) must be made during the annual budget adoption process (July through September) which is prior to the end of the fiscal year, September 30th.</p>	<p>(Added at end of City's policy)  <u>The City of Cape Coral Charter School Authority's fiscal year runs from July 1<sup>st</sup> through June 30<sup>th</sup>.</u></p>

**Item Number: B.(4)**  
**Meeting Date: 9/16/2019**  
**Item Type: CONSENT AGENDA**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Resolution 294-19 Acceptance of Florida's Bicycle Pedestrian Focused Initiative: High Visibility Enforcement to conduct operations on an overtime basis; Department: Police; Dollar Value \$15,000; No cash match

**REQUESTED ACTION:**

Approve or Deny

**STRATEGIC PLAN INFO:**

1. Will this action result in a Budget Amendment? Yes
2. Is this a Strategic Decision? Yes

If Yes, Priority Goals Supported are listed below.

If No, will it harm the intent or success of the Strategic Plan?

**ELEMENT E:** INCREASE QUALITY OF LIFE FOR OUR CITIZENS BY DELIVERING PROGRAMS AND SERVICES THAT FOSTER A SAFE COMMUNITY

**PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:**

**SUMMARY EXPLANATION AND BACKGROUND:**

1. Funding is provided by the Florida Department of Transportation.
2. Funding is available October 1, 2019 - May 15, 2020.
3. Funds will be used to conduct high visibility education and enforcement pedestrian/bicycle operations on an overtime basis.
4. No matching funds required.
5. The Police Department may request an increase in funds during the contract period providing the requirements listed on page 5 of the contract are met.
6. The Police Department is requesting approval for the City Manager to execute the award documents.
7. Award documents will be presented to the City Manager for signature.

**LEGAL REVIEW:**

**EXHIBITS:**

Resolution 294-19

**PREPARED BY:**

Shannon  
Northorp

Division- Administration

Department- Police

SOURCE OF ADDITIONAL INFORMATION:

ATTACHMENTS:

Description	Type
▢ Resolution 294-19	Resolution

RESOLUTION 294 – 19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL APPROVING A LETTER OF AGREEMENT AND CONTRACT BETWEEN THE CITY OF CAPE CORAL OBO CAPE CORAL POLICE DEPARTMENT AND THE UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE, INC., D/B/A INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT (“IPTM”), TO PROVIDE HIGH VISIBILITY EDUCATION AND ENFORCEMENT BY POLICE FOR AN AMOUNT NOT TO EXCEED \$15,000; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO THIS AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation, through the University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management (“IPTM”), is utilizing law enforcement support to educate and enforce safe pedestrian, bicyclist, and driver behaviors in order to reduce traffic crashes and fatalities involving pedestrians and bicyclists; and

WHEREAS, the campaign is a component of Florida’s Bicycle/Pedestrian Focused Initiative Communication and High Visibility Enforcement Implementation program; and

WHEREAS, the program provides funding to cities for on-street overtime operations specific to pedestrian and bicycle safety; and

WHEREAS, the City of Cape Coral Police Department desires to participate in this program by providing law enforcement pursuant to the scope of services; and

WHEREAS, the City Council desires to enter into an Agreement with the University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management (“IPTM”) and authorize the City Manager to execute the agreement and any other required documentation in order to implement the participation by the police department of providing officers specific to pedestrian and bicycle safety.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

Section 1. The City Council hereby approves entering into the Letter of Agreement and Contract between the City of Cape Coral OBO Cape Coral Police Department and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management (“IPTM”). By entering into the Agreement, the City agrees to provide law enforcement services specific to pedestrian and bicycle safety pursuant to the terms of the agreement for reimbursement of a total cost not to exceed \$15,000. A copy of the Agreement is attached hereto as Exhibit 1.

Section 2. The City Council hereby authorizes the City Manager to execute the Agreement, and any other documents required to implement the agreement.

Section 3. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL AT ITS REGULAR COUNCIL SESSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

COVIELLO	_____	NELSON	_____
GUNTER	_____	STOKES	_____
CARIOSCIA	_____	WILLIAMS	_____
STOUT	_____	COSDEN	_____



ATTESTED TO AND FILED IN MY OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2019.

\_\_\_\_\_  
KIMBERLY BRUNS  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DOLORES D. MENENDEZ  
CITY ATTORNEY  
Res\Grant-FDOT Pedestrian Bike Safety

## **Letter of Agreement and Contract**

**In this contract between the City of Cape Coral obo Cape Coral Police Department ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM")**, a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 15, 2020.

**Total contract amount will not exceed \$15,000.00**

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project #433144-1-8404, Contract #G1B36. All services must be completed by May 15, 2020. The final invoice must be received by June 1, 2020 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects

**CANCELLATION:** This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

## **EXHIBIT "A"**

### **SCOPE OF SERVICES PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN**

#### **I. OBJECTIVE:**

The Florida Department of Transportation ("FDOT"), through a grant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

#### **II. PURPOSE:**

In 2017, 3,116 people lost their lives in traffic crashes on Florida's roadways. More than 25% of them were pedestrians (659) and more than 4% were bicyclists (128).

The **Purpose** of this funding opportunity is to develop and implement effective community level high visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

#### **III. IPTM RESPONSIBILITIES:**

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media will may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

#### **IV. VENDOR SERVICES AND RESPONSIBILITIES:**

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by the Vendor's policies and procedures and must comply with Florida law. The Vendor shall submit detail activity reports that document the education and enforcement outputs for each detail conducted during the contract period.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 30 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Funds may not be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the times of day pre-approved by the FDOT (each detail location may have different pre-approved times of day).
- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details or attendance at required training.
- Each officer is limited to a maximum of six (6) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.). There is no pay period limit.
- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* Beginning July 1, 2019, roll call videos and online quizzes do not qualify.

Note: The four (4) hour classroom-based training is provided free of charge through IPTM. Information on how to schedule the four (4) hour classroom-based training will be provided to all applicant agencies. The training delivery will be prioritized based on need. Officers are not required to be trained before the agency applies for funding.

- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.

- Public awareness is a key element of the high visibility enforcement model. The Vendor is required to distribute a minimum of two (2) media releases during the contract period. The first required media release announcing that operations are beginning must be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second required media release must include a reminder that details are ongoing. This second media release must be distributed approximately halfway through the contract period. Additional media engagement is strongly encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement must be provided within 30 days of the press release or news report.
- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.
- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form or other documentation provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM.
- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

#### **APPROVED PERSONNEL LIST**

Prior to commencing the services outlined under this contract, Vendor must submit a signed and dated list of personnel authorized to participate in overtime details under this agreement. The name and fully-loaded hourly overtime rates to be used for each officer must be submitted with the personnel authorization. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed and within +/- \$5.00 of the rates shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as need to add officers and update overtime pay rates.

#### **INVOICES**

Invoices must be submitted at least monthly (every 30 days), beginning within 60 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due. Vendor must use the invoice template provided by IPTM.
- **Timesheets** to include total hours worked for each individual officer. Total hours include hours worked on this contract and all regular hours that the officers worked during the billing period. The timesheets should clearly indicate that the hours charged to this HVE contract are overtime hours. All hours must be documented and the documentation submitted with each invoice. Vendor may use the supplied Personnel Services Timesheet template. Vendor may also use agency timesheet records as long as all regular work hours and the overtime HVE detail hours are shown. If the vendor uses its own agency timesheet records, it is requested that the location of each HVE detail be written beside the corresponding overtime entry.
- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It

is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

- **Detail Activity Reports:** Vendor shall submit detail activity reports in a format and through an online portal designated by IPTM. The reports will document each detail conducted and show the officers assigned, date, times, location, contacts made, number of materials distributed, and the numbers of warnings and citations issued to motorist, pedestrians, and bicyclists for each statute. Detail Activity Reports shall be consistent with the corresponding invoices and payroll documentation.

All invoices must include the dates of service (to/from) and the following certification statement: "All costs are true and valid costs incurred in accordance with the agreement, deliverables were received and accepted." The certification statement must be signed by an authorized agent of the Vendor. Invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to [ped.bike.safety@iptm.org](mailto:ped.bike.safety@iptm.org)

### **PRE-APPROVED HVE LOCATIONS**

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved or that take place prior to the date of the approval.

Pre-approved locations will be listed on the FY 2020 Approved HVE Locations Form supplied by IPTM. Each pre-approved location will have clearly defined boundaries, times of day in which the overtime details can be worked, and an approval date.

As the goal of this initiative is to mitigate traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists, approval decisions must be driven by data and the most severe high crash locations for these types of collisions will receive priority approval. Less severe crash locations and other identified hazardous areas will be approved on a case-by-case basis.

In order to quickly respond to other locations where pedestrian and/or bicyclist serious and fatal injury crashes are developing or worsening, additional HVE locations can receive pre-approval during the contract period. In order to obtain pre-approval of additional locations during the contract period, Vendor can submit a Supplemental HVE Location Approval Request Form. If approved, the location(s) will be added to the FY 2020 Approved HVE Locations Form and HVE overtime details will be authorized and reimbursable after the approval date.

All HVE education and enforcement overtime detail locations must be approved by the FDOT.

### **REQUESTS FOR ADDITIONAL FUNDING**

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and detail activity reports
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 70% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received by February 28, 2020.

#### **NON-DISCRIMINATION AND ETHICAL STANDARDS**

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)

[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0700-0799/0760/0760.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html)

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. <https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx>

#### **CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.**

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

#### **CONSEQUENCES FOR NON-PERFORMANCE**

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

## **EXHIBIT "B"**

### **EFFORT SUMMARY PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN**

#### **QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES**

- Approximately 245 personnel overtime hours will be worked at approved locations and during approved times during the contract period.
- At least two (2) media engagements will be conducted during the contract period.
- Detail Activity Reports will be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms will be provided for each bike light distributed.
- Invoices will be submitted for each month or payroll period in which overtime details were performed.

#### **PERFORMANCE MEASURES**

Proof of performance documentation must be submitted. This includes, but is not limited to, the following:

- Detail Activity Reports
- Proof of media engagements
- Proof of overtime hours worked

**Total contract amount not to exceed: \$15,000.00**



## Letter of Agreement and Contract

**University of North Florida Training and Services Institute, Inc.  
d/b/a Institute of Police Technology and Management**

\_\_\_\_\_  
Shari Shuman, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cameron Pucci, Director

\_\_\_\_\_  
Date

**VENDOR ACKNOWLEDGEMENT:** By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

**Vendor Name:** City of Cape Coral obo Cape Coral Police Department

**Address:** 1100 Cultural Park Blvd., Cape Coral, FL 33990

\_\_\_\_\_  
Vendor's Authorized Agent Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

FDOT ACTUAL SERVICES AGREEMENT  
REVIEWED AND APPROVED  
*[Signature]* 8/23/19  
STATE BICYCLE PEDESTRIAN  
SAFETY PROGRAM MANAGER

\_\_\_\_\_  
FDOT APPROVAL

**Florida Department of Transportation (FDOT) Project # 433144-1-8404, Contract # G0Y79  
State and Federal Requirements:**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards [www.ecfr.gov](http://www.ecfr.gov)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse.xhtml>

MAP-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, P.L. 112-141  
[www.dot.gov/map21](http://www.dot.gov/map21)

Federal Highway Administration – Florida Division  
[www.fhwa.dot.gov/fldiv](http://www.fhwa.dot.gov/fldiv)

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
[www.fsr.gov](http://www.fsr.gov)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE SUBJECT TO THE FOLLOWING REQUIREMENTS:**

Failure to submit progress reports and invoices as outlined in the Letter of Agreement and Contract may result in termination of the agreement; may render the vendor ineligible for reimbursement of expenses; and may render the vendor ineligible for future consideration for funding under this program.

If the contract is terminated, the funds may be reallocated to other contracts.

Invoices must be submitted as outlined in the Letter of Agreement and Contract, must meet the timeline established in the attached contract for services, and must include all required documentation as outlined in the contract for services.

All invoices must contain the full details of each expenditure sufficient to support a proper pre-audit and post audit based on the scope of work and services identified in the Letter of Agreement and Contract.

All invoices shall be signed by an Authorized Representative of the vendor or their delegate.

Payment will be made only after receipt and approval of goods and services as outlined in the attached contract and exhibits. If the University determines that the performance of the vendor is unsatisfactory, the University shall notify the vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the University.

The vendor shall, within five days after notice from the University, provide the University with a corrective action plan describing how the vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

If the corrective action plan is unacceptable to the University, the vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency.

If the deficiency is subsequently resolved, the vendor may bill the University for the retained amount during the next billing period. If the vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the contract's term.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency or University. The Vendor Ombudsman may be contacted at (850) 413-5516.

The vendor shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of contracted funds and required expenditures. All monies spent on this contract shall be disbursed in accordance with provisions of the contract scope of work as approved by the University and FDOT State Safety Office Program Manager and must meet all state and federal regulations attached or referenced in this contract.

All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

The vendor agrees to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this contract pursuant to sections 287.133(2)(a) and 287.134(2)(a), Florida Statutes.

(a) Section 287.133 (2)(a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) Section 287.134 (2)(a), F.S. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a

public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

All invoices for services shall contain the following certification statement and must be signed by the vendors financial representative:

“All costs are true and valid costs incurred in accordance with the agreement, deliverables were received and accepted.”

The University and FDOT State Safety Office shall review and approve in writing all amendments to consultant and contractual service agreements prior to execution. Only amendments to the contract which achieve or improve upon the outcome of the project as determined by the funding agency and any state or federal regulations that govern such changes will be considered for approval.

Requests for amendment shall be in the form of a written request signed by the Authorized Representative of the vendor. Delegations of signature authority will not be accepted for amendment requests without prior written approval.

Approval of this contractual service agreement does not constitute approval of amendments to the contract. Any contract amendment executed without prior written approval of the University and FDOT State Safety Office will not be reimbursable under this contract.

The allowability of costs incurred under any contract shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable State and Federal Law, to be eligible for reimbursement. All funds not spent in accordance with the Applicable State and Federal Law will be subject to repayment by the vendor. **Only costs directly related to the approved scope of services within the attached contract shall be allowable.**

The State of Florida's performance and obligation to reimburse the vendor shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature. As detailed in 49 CFR, Part 29, **Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace**, herein incorporated by reference, the vendor shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The sub-recipient or its implementing agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000).

If a vendor has not commenced within 30 days after the acceptance of the contract, the vendor shall report by letter the steps taken to initiate the work, the reasons for delay, and the expected starting date. If, after 60 days from the acceptance of the contract, services as described herein has not begun, a further statement of implementation delay will be submitted by the vendor to the University. The vendor agrees that if the letter is not received in the 60 days, the University may cancel the contract. The University, or the FDOT State Safety Office Program Manager, where warranted by excusable delay, may extend the implementation date of the project past the 60-day period. In this case, formal written approval will be provided to the vendor from the University or FDOT State Safety Office Program Manager.

Funds may not be obligated prior to the effective date or subsequent to the end date of the contract service period. Only costs incurred on or after the effective date of the contract and on or prior to the end date of the contract are eligible for payment. A cost is incurred when the vendors employee or approved subcontractor performs the service required or when goods are received by the vendor, notwithstanding the date of order.

In the event of default, noncompliance, or violation of any provision of this contract by the vendor, the vendors consultant(s) or contractor(s) and supplier(s), the vendor agrees that the University will impose sanctions. Such sanctions include withholding of payment, retainage, cancellation, termination, or suspension of the contract in whole or in part. In such an event, the University shall notify the vendor of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the University will be based upon the severity of the violation, the ability to remedy, and the effect on contract performance. The vendor shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

The University, Florida Department of Transportation, Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access to all books, documents, papers, and records of the vendor pertaining to this contract, and to relevant books and records of the vendor, and its consultants and contractors under this contract, for the purpose of audit and examination as provided under Applicable Federal Law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures may include, on-site visits by University staff, limited scope audits as defined by 2 CFR Part 200, and status checks of contract activity via telephone calls from University staff to vendors. By entering into this contract, the vendor agrees to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the contract is performed, the vendor agrees to bring the project into compliance with the contractual service agreement. The vendor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

The vendor agrees to comply with all provisions provided in Chapter 119 Florida Statutes. If the vendor receives a public records request concerning its work undertaken pursuant to this contract, the vendor must take appropriate action as required by Chapter 119, Florida Statutes.

The University shall unilaterally cancel this contract if the vendor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the vendor in conjunction with this contract.

Records of costs incurred under the terms of this contract shall be maintained and made available upon request to the University at all times during the period of this contract and for five years after final payment is made. Copies of these documents and records shall be furnished to the University upon request. Records of costs incurred include the vendors general accounting records and the contract records, together with supporting documents and records, of the vendor and all subcontractors performing work on the contract, and all other records of the vendor and subcontractors considered necessary by the University for a proper audit of costs.

The administration of resources awarded through the University to the vendor by this Agreement may be subject to audits and/or monitoring by the University. The following requirements do not limit the authority of the University to conduct or arrange for additional audits or evaluations of contracts issued pursuant to Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The vendor shall comply with all audit and audit reporting requirements as specified below.

(a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by University staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to contracts issued pursuant to Federal awards provided through the University. By entering into this contract, the vendor agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the University. The vendor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the University, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

(b) The vendor, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a sub-recipient of a contract pursuant to a Federal award awarded by the University is subject to the following requirements:

(1) In the event the vendor expends a total amount of contracted funds pursuant to a Federal award equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the vendor must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. This contract provides the required Federal award identification information needed by the vendor to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining contracted funds pursuant to Federal awards expended in a fiscal year, the vendor must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the University by this contract. The determination of amounts of Federally awarded funds expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

(2) In connection with the audit requirements, the vendor shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

(3) In the event the vendor expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the vendor is exempt from Federal audit requirements for that fiscal year. However, the vendor must provide a single audit exemption statement to the Florida Department of Transportation at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the sub-recipient's audit period for each applicable audit year. In the event the sub-recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the vendors resources obtained from other than Federal entities).

(4) The vendor must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Florida Department of Transportation requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements,

(5) Within six months of acceptance of the audit report by the FAC, the Florida Department of Transportation will review the sub-recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the University by this contract. If the vendor fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the University may impose additional conditions to remedy noncompliance. If the University or the Florida Department of Transportation determines that noncompliance cannot be remedied by imposing additional conditions, the University may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the vendor or more severe enforcement action by the University;
- b. Disallow (deny the use of funds for) all or part of the cost of the activity or action not in compliance;
- c. Wholly or partly suspend or terminate the contract;
- d. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the University or the Florida Department of Transportation, recommend such a proceeding be initiated by the Federal awarding agency);
- e. Withhold further contracts pursuant to Federal awards for the Project or program;
- f. Take other remedies that may be legally available.

(6) As a condition of receiving this contract, the vendor shall permit the University, or its designee, the CFO or State of Florida Auditor General access to the vendors records including financial statements, the independent auditor's working papers and contract records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

(7) The contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

(8) The vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. The vendor shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of five years from the date the audit report is issued and shall allow the University, or its designee, the CFO or State of Florida Auditor General access to such

records upon request. The vendor shall ensure that the audit working papers are made available to the University, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the University.

The vendor shall establish and administer a system to control, protect, preserve, use, and maintain and track any property or materials purchased pursuant to this contract.

Any dispute, disagreement, or question of fact arising under the contract may be addressed to the Program Manager in the FDOT State Safety Office in writing. The Program Managers decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Address' are:

Florida Department of Transportation  
Attn: Trena McPherson, State Bicycle Pedestrian Safety Program Manager  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450

Florida Department of Transportation  
Attn: Governor's Highway Safety Representative  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450

The vendor shall proceed diligently with the performance of the work in accordance with the contract and in accordance with the decision(s) resulting from dispute resolution.

Conferences may be held at the request of any party to this contract. Representatives of the University, Florida Department of Transportation, or the U.S. Department of Transportation (USDOT), or all the above, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

Subject to the limitations of Section 768.28, Florida Statutes, the vendor and any subcontractors that are party to this contract shall be required to defend, hold harmless and indemnify the University, the Florida Department of Transportation, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of the vendor, its contractor, consultant, agents and employees. The vendor and its contractors, consultants, agents, or employees shall be liable for any loss of, or damage to, any material purchased or developed under this contract which is caused by the vendor and its contractors, consultants, agents, or employees failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise. The parties executing this contract specifically agree that no provision in this contract is intended to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract.

#### Disadvantaged Business Enterprises (DBE)

(a) The vendor and its contractors, consultants, agents, or employees agree to the following assurance:

The vendor, its contractors, consultants, agents, or employees shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The vendor shall take all necessary and reasonable steps under 49 CFR, Part 2 to ensure nondiscrimination in the administration of USDOT assisted contracts. Implementation of this contract is a legal obligation and failure to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the sub-recipient, its implementing agency, or the Department deems appropriate. Upon notification to the vendor of its failure to carry out its approved contractual services, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The vendor and its contractors, consultants, agents, or employees agree to include the following assurance in each subcontract with a consultant or contractor and to require the consultant or subcontractor to include this assurance in all subsequent contracts:

The vendor, and its contractors, consultants, agents, or employees agree to comply and require consultants and subcontractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

No funds contracted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies. Section 216.347, Florida Statutes.

None of the funds under this contract will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

If any provision of this contract is held invalid, the remainder of this contract shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

Outreach items cannot be freely distributed to the public without any action on a vendors part. Persons receiving outreach items should interact with the vendor in some manner related to the goal of the contract to receive them. The results of each interactive activity must be reported in the monthly performance report.

For contracts in excess of \$100,000 the vendor and its contractors, consultants, agents, or employees agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), herein incorporated by reference. The vendor shall include this provision in all subcontract awards in excess of \$100,000.

The vendor and its contractors, consultants, agents, or employees agree that the University shall find the vendor and its contractors, consultants, agents, or employees ineligible for future funding for any of the following reasons:

- o Failure to provide the required audits
- o Failure to provide required reports in the required time frame
- o Failure to perform work described in the contract scope of services
- o Providing fraudulent reports or invoices
- o Misuse of materials or equipment provided through this contract

Each vendor and its contractors, consultants, and/or agents, shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the vendor and/or contractor, consultant, or agent and made available for review if requested.

No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this contract, or any project, program, or activity that receives or benefits from this contract. The vendor and its contractors, consultants, agents, or employees agree to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference.

Vendors shall

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract;
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The vendor and its contractors, consultants, agents, or employees unilaterally agree to comply with all State and Federal Regulations referenced within and pursuant to this contract.

Vendors will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects) 500-065-01 SAFETY 04/17 19
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex)
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age)
- (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally funded or not)
- (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38
- (h) Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations); and
- (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

During the performance of this subgrant, the Subrecipient agrees:

- (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
- (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein
- (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, US DOT or NHTSA
- (d) That, in event a vendor fails to comply with any nondiscrimination provisions in this contract, the University will have the right to impose such contract sanctions as it, the Florida Department of Transportation, or USDOT determine are appropriate, including but not limited to withholding payments to the vendor under the contract/agreement until the vendor complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part
- (e) To insert this clause, including paragraphs "a" through "e", in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this contract

The vendor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. 500-065-01 SAFETY 04/17 20 49. Certification Regarding Federal Lobbying. The vendor certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



**Item Number: B.(5)**  
**Meeting Date: 9/16/2019**  
**Item Type: CONSENT AGENDA**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Resolution 295-19 Accept West Coast Inland Navigation District (WCIND) Subgrant Funding for renewal of one FTE, overtime and equipment; Department: Police; Dollar Value: \$172,030 with no matching funds

**REQUESTED ACTION:**

Approve or Deny

**STRATEGIC PLAN INFO:**

1. Will this action result in a Budget Amendment? Yes

2. Is this a Strategic Decision?

If Yes, Priority Goals Supported are listed below.

If No, will it harm the intent or success of the Strategic Plan?

**ELEMENT E: INCREASE QUALITY OF LIFE FOR OUR CITIZENS BY DELIVERING PROGRAMS AND SERVICES THAT FOSTER A SAFE COMMUNITY**

**PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:**

**SUMMARY EXPLANATION AND BACKGROUND:**

1. Funding is provided by Lee County through the West Coast Inland Navigation District (WCIND) Waterway Development Program.
2. Funding is available October 1, 2019 - September 31, 2020.
3. Funds will be used to pay for an FTE assigned to the Marine Unit. This covers salary and benefits. This is not a new position. WCIND has previously funded this position.
4. Funds will be used to fund on-water marine law enforcement over time hours and equipment for the Marine Unit.
5. There are no matching funds required.
6. The Police Department is requesting approval for the City Manager to execute the subgrant agreement.
7. The Police Department is requesting approval for the Procurement Manager to approve purchase orders less than \$50,000 specific to the subgrant agreement.
8. Award documents have been presented to the City Manager for signature for approval.

**LEGAL REVIEW:**

**EXHIBITS:**



Resolution 295-19

**PREPARED BY:**

Shannon  
Northorp

Division- Administration      Department- Police

**SOURCE OF ADDITIONAL INFORMATION:**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▣ Resolution 295-19	Resolution

RESOLUTION 295 – 19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL APPROVING AN AGREEMENT FOR WCIND SUBGRANT FUNDING BETWEEN THE CITY OF CAPE CORAL O/B/O THE CAPE CORAL POLICE DEPARTMENT AND LEE COUNTY BOARD OF COUNTY COMMISSIONERS IN ORDER TO RECEIVE GRANT FUNDS IN THE AMOUNT OF \$172,030 FOR USE IN THE CITY'S MARINE LAW ENFORCEMENT PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT AND PROCUREMENT-RELATED DOCUMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lee County was awarded grant funds from the West Coast Inland Navigation District (WCIND) Waterway Development Program for law enforcement, navigation, environmental education, boating safety-education and recreation programs; and

WHEREAS, the City of Cape Coral is seeking \$172,030 for the purpose of funding an existing full-time employee in the Police Department's Marine Unit, on-water marine law enforcement overtime hours, and equipment for the Marine Unit; and

WHEREAS, Lee County has approved Cape Coral's request for grant funding and entering in an agreement with the City as a recipient of WCIND funds;

WHEREAS, the Police Chief recommends that the City Council approve the agreement with Lee County; and

WHEREAS, pursuant to City Code of Ordinances Chapter 2, Article VII, Division 1, Section 2-142(e), the City Manager has the authority to execute all procurement-related purchase orders, contracts, contract amendments and contract renewals in excess of \$50,000 after City Council approval and in accordance with all applicable requirements of Article VII, Division 1, including but not limited to all applicable procurement procedures identified in Section 2-144 of the City Code of Ordinances; and

WHEREAS, in order to avoid unnecessary delays, the City Manager requests that City Council approve, at this time, the execution by the City Manager or his designee of all procurement-related purchase orders and contracts in excess of \$50,000 necessary for Marine Unit equipment purchases specific to the Subgrant Agreement; and

WHEREAS, the City Council desires to approve the Agreement for WCIND Subgrant Funding attached hereto as Exhibit A and to approve, at this time, the execution by the City Manager or his designee of all procurement-related purchase orders and contracts in excess of \$50,000 necessary for Marine Unit equipment purchases specific to the Subgrant Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

Section 1. The City Council hereby approves the Agreement for WCIND Subgrant Funding between the Lee County Board of County Commissioners and the City of Cape Coral o/b/o the Cape Coral Police Department. The Agreement provides that the County distribute funds to the City in an amount of \$172,030 for funding waterway marine law enforcement. A copy of the Agreement is attached hereto as Exhibit A.

Section 2. The City Manager is authorized to execute the Agreement and any other documents necessary to receive the grant award.

Section 3. The City Council hereby approves the execution by the City Manager or his designee of all procurement related purchase orders and contracts in excess of \$50,000 pursuant to City Code of Ordinances Chapter 2, Article VII, Division 1, Section 2-142(e) for purchases necessary for Marine Unit equipment purchases specific to the Subgrant Agreement. The City Manager and his staff shall, at all times, comply with all applicable procurement procedures identified in Section 2-144 of the City Code of Ordinances.

Section 4. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL AT ITS REGULAR  
COUNCIL SESSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

COVIELLO \_\_\_\_\_  
GUNTER \_\_\_\_\_  
CARIOSCIA \_\_\_\_\_  
STOUT \_\_\_\_\_

NELSON \_\_\_\_\_  
STOUT \_\_\_\_\_  
WILLIAMS \_\_\_\_\_  
COSDEN \_\_\_\_\_

ATTESTED TO AND FILED IN MY OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
KIMBERLY BRUNS  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DOLORES D. MENENDEZ  
CITY ATTORNEY  
Res\Grant -WCIND Agreement

## **AGREEMENT FOR WCIND SUBGRANT FUNDING**

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and City of Cape Coral obo Cape Coral Police Dept. hereafter referred to as "Recipient", and is for implementation of the Marine LE - CCPD FY20 Project for Marine law enforcement activity within district waters. (Law Enforcement L-520) (hereafter "Project") to be carried out with funding provided by the Recipient, and grant funding provided by the County from the WEST COAST INLAND NAVIGATION DISTRICT (hereafter "WCIND") under its Waterway Development Program.

WHEREAS, the County is considered the applicant and assumes responsibility for the grant funds; and

WHEREAS, the Recipient is a co-applicant and will assume responsibility for daily grant administration; and

WHEREAS, the County, on May 21, 2019 adopted Resolution No. 19-05-15 and certified that the moneys from the WCIND Waterway Development Program will be appropriately and effectively used by Recipient for its Project, and that the grant funds will not be used to supplant existing County budget allocations; and

WHEREAS, funds received from WCIND through the Waterway Development Program are committed for expenditure in program activities that meet WCIND's criteria for grants; and

WHEREAS, the County has approved the Recipient's request for grant funding under the WCIND Waterway Development Program in accordance with their Pre-Application Form for Sub-grantees, incorporated herein by reference;

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be governed and construed in accordance with the provisions of Florida Statutes, and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Rule 66A-2, Florida Administrative Code). In the event that any provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not been expended prior to the date of the Notice to Terminate.
2. The County agrees, warrants and covenants to distribute funds to Recipient on a reimbursement basis for project costs accrued in accordance with the scope of work specified in Resolution No. 19-05-15 and the agreement between WCIND and the County. The funding of the grant shall not exceed

\$172,030 during the County's fiscal 2019-2020 year. No reimbursement shall be made for expenses made prior to October 1, 2019.

3. The Recipient agrees, warrants, and covenants that:

- a. All moneys expended shall be for services, equipment, and supplies solely used to further the goals and objectives of the WCIND Waterway Development Program, as set forth in the current grant program guidelines in Rule 66A-2, Florida Administrative Code. Moneys shall not be used for tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, contract labor and materials not used exclusively for the authorized project, in-house labor, equipment or other services, and operational or administrative costs.
- b. All funds used for the project which are expended to acquire professional architectural, engineering, landscape architecture or land surveying services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287, Florida Statutes. (NOTE: Rule 66A-2.005(2)(b), F.A.C., provides that moneys from the WCIND Waterway Development Program Fund shall not be used for project-related pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utilities fees.)
- c. All purchases of equipment and supplies shall be made on a competitive basis. Items with a purchase price of \$2000.00 or greater must have no less than three written bids. Bids must be submitted to the County for approval prior to purchases being made. Costs for items purchased without the required prior approval may not be eligible for reimbursement. Exceptions may be granted by the County, subject to applicable rules and regulations, but must be requested in writing and describe why the Recipient cannot meet the bidding requirement.
- d. WCIND funds may not be used for any land acquisition projects.
- e. The Recipient agrees to submit quarterly signed project status reports to the County which are due 15 days after the months of December, March, June and September. Failure to provide timely reports may result in termination of the Project Agreement, or loss of present or future funding eligibility.

- f. (checked if applicable) For environmental education or boater safety projects, the recipient must also provide in their quarterly and annual reports the following in order to show an established curriculum relating to the waters of the WCIND:
  - i. Who attended and taught the course.
  - ii. Date class was held.
  - iii. Location of class.
  - iv. Course material.
- g. ☒ (checked if applicable) Matching funds are required for this project. The Recipient must identify and enumerate the amount of all matching funds in quarterly and annual reports. Matching funds must be cash only and constitute 50% of the total project cost.
- h. ☒ (checked if applicable) This project is for marine enforcement. The Recipient must identify and include the following information in all quarterly and annual reports:
  - i. standard Marine Enforcement Quarterly Report Form
  - ii. documentation of warnings and citations
  - iii. general activity as it pertains to vessels or equipment with a purchased value of \$5,000 or greater that WCIND funds were used to produce
- i. Official communications shall be delivered as follows.

County designated Liaison Agent:

Michael Campbell  
Lee County Natural Resources  
P.O. Box 398  
Ft. Myers, FL 33902-0398  
239-533-8133 phone  
239-485-8408 fax  
[mcampbell@leegov.com](mailto:mcampbell@leegov.com)

Recipient designated Project Manager who shall be responsible for ensuring performance of the terms and conditions of this Agreement:

Name	Sgt. Bennet Walker
Title	
Company	City of Cape Coral obo Cape Coral Police Dept.
Address	1100 Cultural Park Blvd
City, State, Zip	Cape Coral, FL 33990
Phone	(239) 574-3094
Fax	
Email	bwalker@capecoral.net

Changes to the listed contact information shall be submitted immediately in writing to the other party.

4. The County and the Recipient agree, covenant, and warrant as follows:
- a. The grant funds will be disbursed no more than monthly based on project deliverables to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Project deliverables must be verifiable to reflect the work accomplished before funds will be disbursed.
  - b. The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$5000 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$5000 or more.
  - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
  - d. This grant period is for eleven months only. All unspent grant funds remaining at the end of the grant period, August 30, 2020, will be returned to WCIND for use in the Lee County Countywide Navigation Improvement Fund. A one year extension may be granted under extenuating circumstances. A

written request for extension must be submitted prior to July 31, 2020.

- e. Accurate records of expenditures of grant funds shall be maintained and these records shall be available at all reasonable times for inspection, review or audit by the County and WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period and until all annual reporting requirements have been satisfied.
- f. 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 County's Clerk of the Circuit Court and WCIND's Executive Director who may seek additional information as the circumstances require.
- g. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments.
- h. The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods and services associated with the Project conducted with grant moneys. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient.
- i. Neither party to this Agreement may assign this Agreement without prior written consent of the other party.
- j. This Agreement may be terminated and the Recipient shall return to the County all moneys received from the County under this Agreement, upon the occurrence of one or more of the following events:
  - (1) Should it be determined that the County is not a qualified grantee for funds awarded under the applicable statutes or rules, or
  - (2) Should the Recipient fail to provide the quarterly and annual reports and documents required under this Agreement in accordance with the grant criteria or fail to expend the funds in a manner consistent with the grant criteria.



- k. Upon written notice by the County of the occurrence of either one of the conditions stated above, the Recipient shall, within thirty (30) days thereafter, return the funds to the County without regard to whether such funds have already been expended or encumbered by the Recipient.
- l. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed with the same formality as this Agreement.
- m. In the event that any section or paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining sections or paragraphs, but shall be confined solely to the sections or paragraphs involved in such decision.
- n. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
- o. Any capital equipment expenditure made under this grant shall become the property of the County when it is no longer necessary for or used for the Recipient's Project unless the County (and, if necessary, WCIND) releases the capital equipment to the Recipient pursuant to Exhibit "A", Disposal of Assets Acquired with WCIND Grant Funds.
- p. The County and Recipient mutually agree to the following special terms and conditions incorporated as part of this Agreement:
  - (1) Exhibit "A" - Disposal of Assets Acquired with WCIND Grant Funds;
  - (2) Exhibit "B" - (check if applicable):
    - X Matching Funds Certification Form;
    - X Certification of Law Enforcement Expenditures;
    - X Standard Marine Enforcement Quarterly Report Form
    - Quarterly Report Form,(Applicable to all except LE)
  - (3) Exhibit "C" - Definition of Funding Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FOR THE COUNTY:

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

BY: \_\_\_\_\_  
ASSISTANT COUNTY MANAGER

APPROVED AS TO LEGAL FORM  
FOR THE RELIANCE OF LEE COUNTY ONLY

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

FOR THE RECIPIENT:

By: \_\_\_\_\_  
Type Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this day of \_\_\_\_\_, 20\_\_.

(SEAL)

Notary Public

Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

Disposal of assets acquired with WCIND grant funds (such as tools, equipment, boats, motors, office furniture, law enforcement and safety equipment, and other materials) shall be handled in accordance with the following provisions:

A. When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.

B. When original or replacement assets or equipment acquired under a WCIND grant are (a) sold (except as authorized in the preceding paragraph); (b) no longer available for use in a WCIND-sponsored program; (c) used for purposes not authorized by WCIND; or (d) no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:

1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.
2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.

C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF MATCHING FUNDS REQUIREMENT

PROJECT: Marine LE - CCPD FY20  
COUNTY: LEE PROJECT NO: L-520

I certify that all matching funds requirements were met in accordance with the terms of the Project Application between the County and the Recipient, pursuant to the Waterway Development Program rules and regulations adopted by WCIND on November 11, 1990, and all applicable law.

\_\_\_\_\_  
Date Recipient

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who produced \_\_\_\_\_ as identification.  
WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Printed Name of Notary Public  
My Commission Expires: \_\_\_\_\_

DATE

ACCEPTED BY COUNTY  
LIAISON AGENT:

\_\_\_\_\_  
(6830)

\_\_\_\_\_

WEST COAST INLAND NAVIGATION DISTRICT  
WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: Marine LE - CCPD FY20

COUNTY: LEE PROJECT NO: L-520

I certify that all funds allocated for the above named project were expended for marine law enforcement only, pursuant to the Waterway Development Program rules and regulations adopted by WCIND on November 11, 1990, and as authorized by Section 374.976, Florida Statutes, to ensure program funds are not used to supplement other activities.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recipient

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary Public  
My Commission Expires: \_\_\_\_\_

DATE

ACCEPTED BY COUNTY  
LIAISON AGENT:

\_\_\_\_\_  
(6843)

# LEE COUNTY ENVIRONMENTAL SERVICES DIVISION MARINE SERVICES PROGRAM STANDARD MARINE ENFORCEMENT QUARTERLY REPORT

AGENCY: \_\_\_\_\_

Today's Date: \_\_\_\_\_ Report Period: \_\_\_\_\_

	_____	Oct. - Dec.	_____
	_____	Jan. - Mar.	_____
	_____	Apr. - Jun.	_____
	_____	Jul. - Sep.	_____

Total Hrs. Worked for the Period \_\_\_\_\_ Total Hrs. on the Water \_\_\_\_\_

Verbal Warnings	_____	Manatee Zone Warnings	_____
Written Warnings	_____	Manatee Zone Citations	_____
Total Citations	_____	Complaints Dispatched	_____

Assists:	Agency/Boaters	(Attach additional pages if necessary)	Hours

**Signage needs or enforcement problems:** *(Attach additional pages if necessary)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**List other significant activity on reverse side.**

I certify that the above information is true and accurate to the best of my knowledge.

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*

**PROJECT STATUS REPORT**  
**WCIND WATERWAY DEVELOPMENT PROGRAM**

**COUNTY:** LEE **PROJECT NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

<u>Project Elements</u>	<u>Work Accomplished</u>	<u>% Completed</u>
-------------------------	--------------------------	--------------------

**Problems Encountered:**

	<u>Period Covered</u>
	<u>Year</u>
<b>Project Manager:</b> _____	
<b>E-Mail:</b> _____	<b>Oct - Dec</b> _____
<b>Phone:</b> _____	
<b>County Liaison:</b> <u>Mike Campbell</u>	<b>Jan - Mar</b> _____
Natural Resources Division	
	<b>Apr - Jun</b> _____
	<b>Jul - Sep</b> _____

## EXHIBIT "C"

### GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT, NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION AND RECREATION

#### LAW ENFORCEMENT - 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county.
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

#### NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Project must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

#### ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

#### BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

#### BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and non-boaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation.



**Item Number: B.(6)**  
**Meeting Date: 9/16/2019**  
**Item Type: CONSENT AGENDA**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Resolution 296-19 Award RFP-CM19-88/RK to 1Pro Media Inc. II of Cape Coral, FL, for Cape TV (Channel 98) Production Services in the amount of \$119,500 not to exceed budgetary limits: And authorize the City Manager or Designee to execute the contract, renewals, amendments and purchase orders; Department: City Manager's Office; Dollar Value: \$119,500; (General Fund)

**REQUESTED ACTION:**

Approve or Deny

**STRATEGIC PLAN INFO:**

1. Will this action result in a Budget Amendment? No
2. Is this a Strategic Decision?  
If Yes, Priority Goals Supported are listed below.  
If No, will it harm the intent or success of the Strategic Plan?

**ELEMENT D:** IMPROVE THE CITY'S IMAGE WITH THE PURPOSE OF BUILDING LASTING RELATIONSHIPS WITH OUR RESIDENTS AND VALUABLE PARTNERSHIPS WITH OTHER ORGANIZATIONS, AND CONTINUALLY PROVIDE A WELL-BALANCED AND POSITIVE WORKPLACE FOR OUR INTERNAL STAKEHOLDERS.

**PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:**

**SUMMARY EXPLANATION AND BACKGROUND:**

1. Cape TV -Channel 98 – is a valuable communication tool which keeps the citizens of Cape Coral apprised of important information regarding the governing of the City including televised Council Meetings.
2. A request for proposal, RFPCM19-88/RK, was issued on July 10, 2019 for Cape TV Production Services
3. On August 9, 2019, two (2) proposals were received. The proposers, in alphabetical orders, were 1Pro Media Inc. II and Eaglevision Media.
4. After evaluation, 1Pro Media Inc. II was the highest scoring responsive responsible proposer having met the requirements and specifications outlined in the proposal documents
5. Staff recommends awarding a contract to 1Pro Media Inc. II at an estimated annual amount of \$119,500, not to exceed budgetary limit.
6. If approved, the term of the contract is for one (1) year with three (3) additional one (1) year renewals.
7. The City Manager or designee shall have the authority to approve and execute any authorized contract amendments, renewals, or purchase orders provided that any such amendments, renewals, or purchase orders do not exceed the current budgetary limits during any one-year

period

8. This is a budgeted item

9. Funding information: Business unit 115101.648102

**LEGAL REVIEW:**

Contract reviewed by Legal

**EXHIBITS:**

Recommendation

Resolution 296-19

Evaluation Matrix RFP-CM19-88/RK

**PREPARED BY:**

Wanda

Roop

Division- Procurement

Department- Finance

**SOURCE OF ADDITIONAL INFORMATION:**

Connie Barron, Assistant City Manager

**ATTACHMENTS:**

Description	Type
▣ Memo	Backup Material
▣ Resolution 296-19	Resolution
▣ Evaluation Matrix for RFP-CM19-88/RK	Backup Material

## Memorandum City Manager's Office

**TO:** Mayor Coviello and Council Members

**FROM:** John Szerlag, City Manager   
Connie Barron, Assistant City Manager   
Victoria Bateman, Finance Director   
Wanda Roop, Procurement Manager 

**DATE:** September 10, 2019

**SUBJECT:** Recommendation for CapeTV Services Contract

---

### Background

The existing contract for CapeTV Production Services with 1Pro Media expires on September 30, 2019. This contract provides for video and audio support for all televised City meetings from the Council Chambers. The contract also provides video production services outside of the meetings and monitoring the 24/7 broadcast on CapeTV Channel 98. Contractor evaluates and maintains all equipment related to these services, and makes recommendations for purchases, repairs and upgrades.

A Request for Proposals was developed for the provision of these services. Continuation of existing services as well as potential enhancement will be key components of any future contract.

### Recommendation

The City of Cape Coral issued a Request for Proposals for CapeTV Production Services. The City received two proposals: 1 Pro Media Inc. and Eaglevision Media.

An evaluation panel of four members met August 21 to review and discuss the two proposals. Panel members compared both proposals and discussed the services provided in the proposals. The panel agreed that 1 Pro Media's proposal provided more services and options for the City.

Following the discussion, the panel submitted their scores and rankings. All four members ranked 1 Pro Media as the top firm.

The evaluation panel recommends awarding the contract for CapeTV Production Services to 1 Pro Media for the proposed amount of \$119,500.

**Funding**

**The funding for this contract is in the FY 2020 Public Information budget within the City Manager's Office.**

**Thank you.**

**Cc:   Andrea Schuch, Public Affairs Specialist (Cape Fire Department)**  
**Maureen Buice, Public Information Specialist (City Manager's Office)**

RESOLUTION 296 - 19

A RESOLUTION OF THE CITY OF CAPE CORAL, FLORIDA, AWARDING THE CONTRACT FOR CAPETV PRODUCTION SERVICES TO 1PROMEDIA INC., II; PROVIDING FOR SUBSEQUENT EXECUTION OF THE CONTRACT AND ANY FUTURE RENEWALS BY THE CITY MANAGER OR HIS DESIGNEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 10, 2019, REQUEST FOR PROPOSAL (RFP) #CM19-88/RK was issued for Cape TV Production Services; and

WHEREAS, the City received two (2) proposals; and

WHEREAS, after evaluation of the proposals, 1Pro Media Inc., II, was ranked as the top responsive responsible proposer meeting the requirements and specifications outlined in the RFP; and

WHEREAS, staff recommends awarding the contract for Cape TV Production Services to 1Pro Media Inc., II, for an estimated annual amount of \$119,500, not to exceed budgetary limits; and

WHEREAS, the term of the contract is for one (1) year, with an option to renew for three (3) additional one (1)-year periods; and

WHEREAS, the City Council desires to authorize the City Manager to enter into a contract between the City of Cape Coral and 1Pro Media Inc., II, for Cape TV Production Services and to approve the renewal of the contract for three (3) additional one (1)-year periods, if the City Manager deems the renewals to be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

Section 1. The City Council hereby awards the contract for Cape TV Production Services to 1Pro Media Inc., II, for an estimated annual amount of \$119,500, not to exceed budgetary limits.

Section 2. The City Council hereby authorizes the City Manager to enter into a Contract between the City of Cape Coral and 1Pro Media Inc., II, for Cape TV Production Services and authorizes the City Manager or his designee to execute the Contract. A copy of the Contract is attached hereto as Exhibit 1.

Section 3. The City Council hereby authorizes the City Manager to approve the renewal of the contract for three (3) additional one (1)-year periods and authorizes the City Manager or his designee to execute any future contract documents associated with such renewals, should the City Manager deem it to be in the best interest of the City.

Section 4. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL AT ITS REGULAR COUNCIL SESSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

COVIELLO	_____	NELSON	_____
GUNTER	_____	STOKES	_____
CARIOSCIA	_____	WILLIAMS	_____
STOUT	_____	COSDEN	_____

ATTESTED TO AND FILED IN MY OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2019.

\_\_\_\_\_  
KIMBERLY BRUNS  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DOLORES D. MENENDEZ  
CITY ATTORNEY  
res/Award RFP-1Pro Media Inc. II



**CITY OF CAPE CORAL  
SERVICE CONTRACT  
Cape TV Production Services  
Contract # CON CM19-88/RK**

THIS CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **CITY OF CAPE CORAL, FLORIDA**, hereinafter called "**CITY**", and **1Pro Media Inc. II, 3810 SW 6<sup>th</sup> Ave, Cape Coral, Florida 33914** hereinafter called "**CONTRACTOR**".

WITNESSETH: For and in **consideration of the payments** and agreements mentioned hereinafter:

1. The **CONTRACTOR will provide** the city with production services for Cape TV in accordance with the Contract Documents
2. The **CONTRACTOR will furnish** all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the services described in the Contract Documents. Time is of the essence in the performance of this Contract.
3. The **CONTRACTOR will commence** work as required by the **CONTRACT DOCUMENTS** within **10** calendar days after the receipt of the written Notice to Proceed
4. The **CONTRACTOR agrees** to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** for the following amount **\$119,500** as listed on the **CONTRACTOR'S** Official Quote Proposal Form during the term of the contract, more specifically Exhibit A hereto and made part hereof. Any additional services will be performed at the hourly rate of \$50 as noted in Exhibit A.
5. **Contract Term:** The term of the contract expires September 30, 2020, and may be renewed for three (3) additional one (1) year periods by mutual agreement by the CITY and the **CONTRACTOR**.
6. This Contract **may be terminated** by the CITY for its convenience upon thirty (30) days prior written notice to the **CONTRACTOR**. In the event of termination, the **CONTRACTOR** shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this Contract. Such amount shall be paid by the CITY after inspection of the work to determine the extent of performance under this Contract, whether completed or in progress.
7. The Term "**Contract Documents**" shall include this Contract, addenda, Contractor's Bid except when it conflicts with any other contractual provision, the Notice to Proceed, Certificates, and the Bid Package prepared and issued by the City. In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.
8. **Assignment:** This Contract may not be assigned except with the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the **CONTRACTOR**.
9. **Disclosure:** The **CONTRACTOR** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **CONTRACTOR** to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or **CONTRACTOR**, other than a bona fide employee working solely for the **CONTRACTOR**, any fee, commission percentage, gift, or other compensation contingent upon or resulting from the award or making of the Contract.
10. **Administration of Contract:** The Public Works Director, or his representative, shall administer this Contract for the CITY.



11. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, each party shall be responsible to pay for its own reasonable costs and attorney fees.
12. **Amendments:** No Amendments or variation of the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.
13. **Payments:** CITY shall make payment and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice unless, within a fifteen (15) day period, CITY notifies CONTRACTOR in writing of its objection to the amount of such invoice, together with CITY'S determination of the proper amount of such invoice. CITY shall pay any undisputed portion of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.
14. **Contractor's Representations:** In order to induce CITY to enter into the Contract CONTRACTOR makes the following representations:
- CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.
- CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to CONTRACTOR.
15. **Indemnity:** To the extent permitted by law (F.S. 768.28), the CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or Intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.
16. **Damage Liability:** The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, the CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires telephone pedestals, etc. Copies of all damage claims shall be submitted to the Procurement Division.



17. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

18. **Record Keeping**

The awarded bidder shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Records of the Contractor's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices.

Contractor shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Contractor shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Contractor on the Project. Contractor shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.

19. **Public Records**

Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the City if the Contractor, refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt from disclosure.

20. **Insurance:** Unless otherwise specified, CONTRACTOR shall, at its own expense, carry and maintain the following minimum insurance coverage, as well as any insurance coverage required by law:

- a. Workers' Compensation Insurance with limits that comply with statutory requirements and Employer's Liability Insurance with a lower limit of \$1,000,000 per occurrence, including, without limitation, coverage for Occupational Diseases, to provide for the payment of benefits to its employees employed on or in connection with the Work covered by this Agreement and/or to their dependents.
- b. Broad Form Commercial General Liability Insurance (on an occurrence basis), with a minimum combined single limit for Bodily Injury, including Death of \$1,000,000 per occurrence and for Property Damage of at least \$1,000,000 per occurrence.
- c. Business Auto Liability Insurance with minimum Bodily Injury and Death Limit per accident of \$1,000,000 and a minimum Property Damage Limit per accident of \$1,000,000.
- d. CONTRACTOR shall require its subcontractors to provide for such benefits and carry and maintain the foregoing types of insurance at no expense to CITY.
- e. CITY shall be named as an "Additional Insured" under the CONTRACTOR'S General Liability Insurance Policy with respect to the services performed by the CONTRACTOR or by the OWNER.
- f. Prior to commencing any Work under this Agreement, CONTRACTOR shall submit to CITY a certificate or certificates of insurance evidencing that such benefits have been

provided, and that such insurance is being carried and maintained. Such certificates shall stipulate that the insurance will not be cancelled or materially changed without thirty (30) days prior written notice by certified mail to CITY, and shall also specify the date such benefits and insurance expire. CONTRACTOR agrees that such benefits shall be provided and such insurance carried and maintained until the Work has been completed and accepted by CITY.

- g. Such benefits and such coverage as are required herein, or in any other document to be considered a part hereof, shall not be deemed to limit CONTRACTOR's liability under the Agreement.

21. **Unauthorized Aliens:**

The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-contractors used by the Contractor as well.

22. **Entire Agreement:** This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract in one counterpart which shall be deemed an original on the date last signed as below written:

**WITNESS CITY:**

**CITY:**

City of Cape Coral, Florida

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed Name: Kimberly Bruns CMC

Typed Name: A. John Szerlag

Title: City Clerk

Title: City Manager

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

**CITY LEGAL REVIEW:**

[Signature]  
Dolores Menendez  
City Attorney

9/9/2019  
Date

**WITNESS CONTRACTOR:**

**CONTRACTOR:**

Company: 1Pro Media Inc. II

Signature: John Webster

Signature: Kevin Carr

Typed Name: John Webster

Typed Name: Kevin Carr

Title: Employee

Title: President

Date: 9/9/2019



## Cost Proposal

### **Detailed description of digital video equipment used to deliver services (2.3.1)**

The equipment currently in use at Cape Coral City Hall in the Council Chambers production room has been completely upgraded in the last year to improve quality, reliability and increase our capabilities. Most recently we have upgraded most major systems, enabling us to display, live stream and record in high definition while maintaining system reliability. As part of that upgrade, 1Pro Media owns the on-screen graphics machine and HD switcher now in use.

Although the list of equipment used to operate a 24/7 TV Station is extensive, the digital equipment owned by 1Pro Media that is currently used in the Production Room is:

- Blackmagic Design ATEM HD Television Studio Switcher
- HP z600 graphics computer with Blackmagic Design Decklink Duo 2 Capture Card and ProPresenter Graphics software.
- BlackMagic Design Web Presenter with Smart Panel
- Shure BLX24/SM58 Wireless Handheld Microphone System
- MVIX Xhibit Studio Digital Signage Player
- Decimator SDI/HDMI Cross Converter
- 2 HD televisions for broadcast monitoring
- A digital DVD/BluRay Player/Recorder/Burner

NOTE: There is other equipment installed in the production room for the ease of operations that is neither of a digital nor technical nature nor is necessary for operation of the channel.

Other equipment owned by 1Pro Media that is used in the production of programming is:

- HP Omen editing workstation
- DaVinci Resolve Editing/Color Grading/Compositing Software
- Adobe Creative Cloud Suite of Video/Photo/Graphics Editing Software
- Blackmagic Design URSA Mini Pro 4.6K Cinema Camera Package with lenses, steady-cam stabilizer, viewfinder
- Blackmagic Design Pocket Cinema Camera 4K with DJI Ronin S stabilizer & lenses
- JVC Wireless PTZ Camera system with JVC Camera Control Software
- Canon EOS 700D Digital HDSLR Camera
- DJI Spark Aerial Camera Drone
- Sachtler Tripod & Manfrotto Tripod
- Digital Teleprompter system
- Zoom F4 Field Mixer/Recorder
- Wired and wireless microphones by Sony and AudioTechnica
- Grip equipment including C-Stands, monitors, cables, sets & backdrops
- Aputure 120D with Light Dome and LED light panels with batteries and 8 studio lights with Chauvet Digital Lighting Controller



**Hourly rate for camera operations, programming and scheduling services (2.3.2)**

It is the proposal of 1Pro Media to provide the City with an all-inclusive price for camera operations, programming, scheduling, and limited video production services. That price is \$119,500 payable in monthly installments. This is inclusive of all items of 2.2.1.1 through 2.2.1.10 contained in RFP-CM19-88/RK.

The hourly rate is based on the figures from the 2014-2015 contract period as follows:

- Master Control Operations (camera operator in chambers) - 700 hours
- Scheduling and Programming - 700 hours
- Engineering/Maintenance/Administration - 600 hours
- Uploading, Set-up, Duplication - 200 hours

Total Hours (based on the 2015/19 contract) = 2,200 or an hourly rate of \$54.32.

If the additional 700 hours per year proposed below are used in this upcoming contract, the actual hourly rate would be \$41.21 per hour. It is 1Pro Media's proposal that our company charge an annual flat rate for all services requested of \$119,500 payable in monthly installments of \$9,958.33. This represents a 10% increase over the previous contract, which is less than a 3% annual increase. (1Pro Media has never asked for a CPI adjustment).

**Proposal of hourly rate for video production and editing services independent of the scope of this contract (2.3.3)**

If the proposal of 1Pro Media is accepted by the City of Cape Coral, the following video production and editing services will be included at no extra charge (additional hours beyond those specified are at the rate shown):

- **Single-Camera Field Production (video with audio on-location) 200 hours**  
No more than 8 hours in one session and the sessions should not conflict with master control operations. (additional hours @ \$50/hour)
- **Studio Production (video with audio in a controlled space) 200 hours**  
The current studio space located in the Public Works Nicholas Annex building is fully functional and will be adequate for all our studio production needs, which include a generally quiet space with electricity and air conditioning. 1Pro Media has provided the set backdrop, lighting, and chairs for these programs. No one session is to be more than 4 hours and the sessions should not conflict with master control operations. (additional hours @ \$50/hour)
- **Editing and Finishing (post-production and duplication) 300 hours**  
This category includes creative services such as writing. Scheduling of these services is to be at the discretion of 1Pro Media and should not conflict with master control operations. (additional hours @ \$50/hour)

This adds 700 hours of service, valued at \$35,000, to the contract for no additional cost. Local rates for similar services would cost a minimum of \$70,000. There will be no refund or accommodation for unused production hours included in this proposal. The production hours are only to be used for the City of Cape Coral and may not be transferred to another business or government entity. The value of unused production services is \$0 (zero dollars). These Production Services only apply to RFP-CM19-88/RK. This is not a GSA rate or to be used on other RFPs.

The \$50 per hour rate for additional video services is well below market rates for the quality of production provided. We encourage all City agencies and departments to avail themselves of our broadcasting and video production services.

CITY OF CAPE CORAL  
EVALUATION MATRIX RFP-CM19-88/RK  
Cape TV Production Service

Proposal Due Date: August 9, 2019

FIRM NAME In alphabetical order	Understanding of City's Requirements Possible Points: 20	Staff Qualifications and Related Experience Possible Points: 20	Quality of Equipment Proposed Possible Points: 20	Prior Experience and References Possible Points: 20	Proposed Fees Possible Points: 20	Total Points: 100
1 Pro Media Cape Coral, FL	20	20	18	20	20	97
Eaglevision Media Cape Coral, FL	2	0	5	5	6	18

**Item Number: B.(7)**  
**Meeting Date: 9/16/2019**  
**Item Type: CONSENT AGENDA**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Resolution 297-19 Approve the piggyback of Lee County Solicitation RFP180313KLC Athletic Turf Maintenance and Reconstruction with JSM Services, Inc., for the purchase and installation of athletic TifTuf Bermuda sod for the softball fields at Burton Memorial Park at the estimated cost of \$49,355 which is in addition to the amount of \$87,490 approved via Resolution 89-19 on May 13, 2019 for the Multi-Complex and Pelican Soccer Complex for a total project amount of \$136,845. The purchase is in accordance with the City of Cape Coral Code of Ordinances Chapter 2, Article VII, Division 1, Section 2-144(f) Purchases of Goods or Services from Contracts Awarded by other Governmental or Not-for-Profit Entities by Competitive Bid or Request for Proposal; And authorize the City Manager or Designee to execute the purchase order; Department: Parks & Recreation; Estimated Dollar Value: \$49,355; (General Fund – total project \$136,845)

**REQUESTED ACTION:**

Approve or Deny

**STRATEGIC PLAN INFO:**

1. Will this action result in a Budget Amendment? No
2. Is this a Strategic Decision?  
If Yes, Priority Goals Supported are listed below.  
If No, will it harm the intent or success of the Strategic Plan?

**PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:**

**SUMMARY EXPLANATION AND BACKGROUND:**

1. The softball fields at Burton Memorial Park has large dead areas on Field #4. These dead and worn out areas on the playing surface create an unsafe and unsightly condition. Sod restoration and replacement are necessary to make the fiels safe and improve playability.
2. The scope of this project would include removal of damaged areas, dual receiver grading, rolling, reverse till and installing new Bermuda sod intended for high impact athletic fields.
3. In addition to repairing the existing turf conditions, Staff has an opportunity to extend the distance of the baseball outfield thirty feet. This will provide added rental revenues by offering the field to more age groups. The cost to install sod in the new outfield area and make repairs totaling 38,000 square, is included in the quote.
4. In May 13, 2019 via Resolution 89-19, the soccer fields at Cape Coral Multi Sports Complex and Pelican Soccer Complex were approved to be restored and reconstructed, utilizing JSM Services via the Lee County contract, at a cost of \$87,490.
5. Staff is recommending the award to JSM Seviles, Inc. for the purchase and installation of athletic TifTuf Bermuda sod for the softball fields (Field #4) at Burton Memorial Park at an

estimated cost of \$49,355.

6. Including the prior approved fields (Cape Coral Multi Sports Complex and Pelican Soccer Complex), the total project is estimated at \$136,845.
7. Staff is requesting the approval of the Lee county contract RFP180313KLC issued on September 28, 2018 with award made to JSM Services, Inc., with contracted services beginning on November 20, 2018.
8. This purchase is in accordance with City of Cape Coral Code of Ordinances Chapter 2, Article VII, Division 1, Section 2-144(f) of the Procurement Ordinance *"Purchases of Goods or Services from Contracts Awarded by other Governmental Entities or Not by Profit Entities by Competitive Bid."*
9. If approved, the purchase order to JSM Services, Inc will be for the turf restoration and reconstruction on Field #4 at the Burton Memorial Park at an estimated dollar value of \$49,355 not to exceed budgetary limit.
10. This is a budgeted item
11. Funding Information: Account: 172001.634120 Parks Maintenance / Outside Services

**LEGAL REVIEW:**

N/A

**EXHIBITS:**

Department Memo  
Resolution 297-19  
Resolution 89-19  
Contract Award Summary from Lee County  
Proposal from JSM Services, Inc

**PREPARED BY:**

Wanda                      Division- Procurement      Department- Finance  
Roop

**SOURCE OF ADDITIONAL INFORMATION:**

Kerry Runyon, Parks & Recreation Director

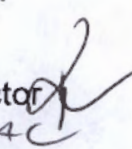
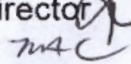
**ATTACHMENTS:**

Description	Type
▣ Department Memo	Backup Material
▣ Resolution 297-19	Resolution
▣ Resolution 89-19	Backup Material
▣ Contract Award Summary from Lee County	Backup Material
▣ Proposal from JSM Services, Inc.	Backup Material



CITY OF CAPE CORAL  
PARKS & RECREATION DEPARTMENT

TO: John Szerlag, City Manager  
Victoria Bateman, Financial Services Director  
Wanda Roop, Procurement Manager

FROM: Kerry Runyon, Parks and Recreation Director   
Matthew Creed, Parks Superintendent 

DATE: September 5, 2019

SUBJECT: Requisition FY2019 - Parks Maintenance Division  
Requisition over \$50,000 - Sod/Turf Restoration

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**Background**

The softball fields at Burton Memorial Park has large dead areas on Field #4. These dead and worn out areas on the playing surface create an unsafe and unsightly condition. Sod restoration and replacement are necessary to make the fields safe and improve playability.

The scope of this project would include removal of damaged areas, dual receiver grading, rolling, reverse till, and installing new Tiftuf Bermuda sod intended for high impact athletic fields.

In addition to repairing the existing turf conditions, the Parks Division has an opportunity to extend the distance of the baseball outfield thirty feet. This will provide added rental revenues offering the field to more age groups. The cost to install sod in the new outfield area and make repairs totaling 38,000 square feet, is included in the quote. The Home Run fence will be moved and set at 180 feet by the Parks Division.

**Recommendation**

The Parks Division requests to utilize JSM Services Inc. for turf restoration and reconstruction on Field #4 piggybacking Lee County RFP 180313KLC, not to exceed dollar amount to complete project of \$49,355.00

**Fund Availability**

Parks Maintenance – Outside Services - 172001.634120 - \$49,355.00

If you have any questions and/or need any additional information, please contact Matthew Creed, Parks Superintendent, at 573-3115

MC/kp(SodRestoration)

C: Kim Swartz, Buyer

RESOLUTION 297 – 19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF ATHLETIC TIFTUF BERMUDA SOD FOR THE SOFTBALL FIELDS AT BURTON MEMORIAL PARK FROM JSM SERVICES, INC., IN ACCORDANCE WITH LEE COUNTY SOLICITATION #RFP180313KLC; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE PURCHASE ORDER(S); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the turf on the softball fields at Burton Memorial Park has large dead and worn out areas; and

WHEREAS, the playing surfaces require sod restoration and replacement to make the fields safe; and

WHEREAS, staff is requesting approval for the purchase and installation of athletic TifTuf Bermuda sod for turf restoration and reconstruction for the softball fields at Burton Memorial Park from JSM Services, Inc., in accordance with Lee County Solicitation #RFP180313KLC, in the estimated amount of \$49,355; and

WHEREAS, Section 2-144(f) of the City of Cape Coral Code of Ordinances authorizes the City to purchase goods or services from contracts awarded by other governmental entities by competitive bid; and

WHEREAS, the Procurement Manager has made the determination required by Section 2-144(f) of the City of Cape Coral Code of Ordinances that time and expense factors make it financially advantageous for the City to purchase from a contract awarded by another governmental entity; and

WHEREAS, the Procurement Manager has considered the requirements stated in Section 2-144(f) of the Code of Ordinances in making her recommendation to use the Lee County contract; and

WHEREAS, the City Council desires to approve the purchase and installation of athletic TifTuf Bermuda sod for turf restoration and reconstruction for the softball fields at Burton Memorial Park from JSM Services, Inc., in accordance with Lee County Solicitation #RFP180313KLC, in the estimated amount of \$49,355.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA:

Section 1. The City Council hereby approves the purchase and installation of athletic TifTuf Bermuda sod for turf restoration and reconstruction for the softball fields at Burton Memorial Park from JSM Services, Inc., in accordance with Lee County Solicitation #RFP180313KLC, in the estimated amount of \$49,355.

Section 2. The City Council hereby authorizes the City Manager or his designee to execute the purchase order(s).

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption by the Cape Coral City Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL AT ITS SPECIAL COUNCIL SESSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

COVIELLO	_____	NELSON	_____
GUNTER	_____	STOKES	_____
CARIOSCLA	_____	WILLIAMS	_____
STOUT	_____	COSDEN	_____

ATTESTED TO AND FILED IN MY OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2019.

\_\_\_\_\_  
KIMBERLY BRUNS  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DOLORES D. MENENDEZ  
CITY ATTORNEY  
res/Piggyback Lee County-JSM Services Burton Park

RESOLUTION 89 – 19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF ATHLETIC TIFTUF BERMUDA SOD FOR THE MULTI SPORTS COMPLEX AND PELICAN SOCCER COMPLEX FROM JSM SERVICES, INC., IN ACCORDANCE WITH LEE COUNTY SOLICITATION #RFP180313KLC; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE PURCHASE ORDER(S); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the turf on eight of the soccer fields at the Cape Coral Multi Sports Complex and Pelican Soccer Complex has large dead and worn out areas; and

WHEREAS, the playing surfaces require sod restoration and replacement to make the fields safe; and

WHEREAS, staff is requesting approval for the purchase and installation of athletic TifTuf Bermuda sod for turf restoration and reconstruction on eight soccer fields at the Multi Sports Complex and Pelican Soccer Complex from JSM Services, Inc., in accordance with Lee County Solicitation #RFP180313KLC, in the estimated amount of \$87,490; and

WHEREAS, Section 2-144(f) of the City of Cape Coral Code of Ordinances authorizes the City to purchase goods or services from contracts awarded by other governmental entities by competitive bid; and

WHEREAS, the Procurement Manager has made the determination required by Section 2-144(f) of the City of Cape Coral Code of Ordinances that time and expense factors make it financially advantageous for the City to purchase from a contract awarded by another governmental entity; and

WHEREAS, the Procurement Manager has considered the requirements stated in Section 2-144(f) of the Code of Ordinances in making her recommendation to use the Lee County contract; and

WHEREAS, the City Council desires to approve the purchase and installation of athletic TifTuf Bermuda sod for turf restoration and reconstruction on eight soccer fields at the Multi Sports Complex and Pelican Soccer Complex from JSM Services, Inc., in accordance with Lee County Solicitation #RFP180313KLC, in the estimated amount of \$87,490.

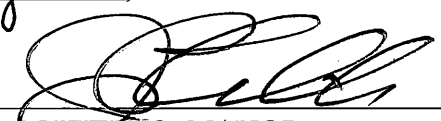
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA:

Section 1. The City Council hereby approves the purchase and installation of athletic TifTuf Bermuda sod for turf restoration and reconstruction on eight soccer fields at the Multi Sports Complex and Pelican Soccer Complex from JSM Services, Inc., in accordance with Lee County Solicitation #RFP180313KLC, in the estimated amount of \$87,490.

Section 2. The City Council hereby authorizes the City Manager or his designee to execute the purchase order(s).

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption by the Cape Coral City Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL AT ITS SPECIAL COUNCIL SESSION THIS 13<sup>th</sup> DAY OF May, 2019.

  
JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

COVIELLO	<u>aye</u>
GUNTER	<u>aye</u>
CARIOSCIA	<u>aye</u>
STOUT	<u>aye</u>

NELSON	<u>aye</u>
STOKES	<u>aye</u>
WILLIAMS	<u>Excused</u>
COSDEN	<u>aye</u>

ATTESTED TO AND FILED IN MY OFFICE THIS 30<sup>th</sup> DAY OF May,  
2019.

Kimberly Bruns  
KIMBERLY BRUNS  
CITY CLERK

APPROVED AS TO FORM:

Dolores D. Menendez  
DOLORES D. MENENDEZ  
CITY ATTORNEY  
res/Piggyback Lee County-JSM Services



## CONTRACT SUMMARY INFORMATION

**SUMMARY:** Purchase is made in accordance with the Terms and Conditions of Lee County Solicitation Number RFP180313KLC

Solicitation No.: RFP180313KLC

Project Title: Athletic Turf Maintenance and Reconstruction - Annual

Procurement Analyst: Kathy Ciccarelli

Start Date: November 20, 2018

Expiration Date: November 19, 2020

Board Date: November 20, 2018

Blue Sheet No.: Item No. 15

Term: Two years

Renewal Options: Three additional one-year periods

Address Book No.: 107913

Awarded Vendor: JSM Services, Inc.

Contact Person: James W. Stamps

Phone No.: 863-533-6850

Fax No.: 863-533-6852

Cell Phone/Pager No.: 239-8480074

Email Address: [jwstampsjr@jsmservicesinc.com](mailto:jwstampsjr@jsmservicesinc.com)

Contact Person: Jimmy Stamps

Cell Phone No.: 239-850-8025

Email Address: [jstamps3@jsmservicesinc.com](mailto:jstamps3@jsmservicesinc.com)

Local Business Tax No.: 9900570

Local Vendor Preference Used: No

Award Amount or details:

Notes:



6141 Hamilton Drive, Fort Myers, FL 33905

## Proposal

August 11th, 2019

To: City of Cape Coral  
Dan Lott  
klott@capecoral.net

From: Chad Fulghum  
[cfulghum@jsmservicesinc.com](mailto:cfulghum@jsmservicesinc.com)  
C: (239)850-2527

### Burton Memorial Park Field 4 Renovation

**\*City of Cape Coral Per Lee County Athletic Turf- Maintenance and Reconstruction: Annual RFP180313KLC**

- Option O- 1. Reverse Till-  $\$2,000.00/A \times .87\text{Acre} = \$1,740.00$
- Option K- 1. Dual Receiver Grading-  $\$4,500.00/A \times .87\text{Acre} = \$3,915.00$
- Option D\*- 7. Rolled Tiftuf- Demo/ Install  $\$1.15\text{sf} \times 38,000\text{sf} = \$43,700.00$

**Grand Total: \$49,355.00**

\*any spoils left on-site will be removed by owner.

\*any materials other than sod needed for renovation will be provided by owner.

Approved by: \_\_\_\_\_  
Signature

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Item Number: B.(8)**  
**Meeting Date: 9/16/2019**  
**Item Type: CONSENT AGENDA**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Resolution 299-19 Amendment #1 to Agreement between City and Accelerated Learning Solutions, Inc. for the provision of a School Resource Officer at North Nicholas High School;  
Department: Police

**REQUESTED ACTION:**

Approve or Deny

**STRATEGIC PLAN INFO:**

1. Will this action result in a Budget Amendment? No
2. Is this a Strategic Decision? Yes

If Yes, Priority Goals Supported are listed below.

If No, will it harm the intent or success of the Strategic Plan?

**ELEMENT E:** INCREASE QUALITY OF LIFE FOR OUR CITIZENS BY DELIVERING PROGRAMS AND SERVICES THAT FOSTER A SAFE COMMUNITY

**PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:**

**SUMMARY EXPLANATION AND BACKGROUND:**

On July 29, 2019, the City adopted Resolution 249-19 which approved entering into an agreement with Accelerated Learning Solutions, Inc. for the provision of school resource officers at North Nicholas High School. Amendment #1 provides that school resource officers will be provided during the hours school is in session, including evening hours, and provides for the use and payment of overtime.

**LEGAL REVIEW:**

**EXHIBITS:**

Memo  
Resolution 299-19

**PREPARED BY:**

Division- Department- City  
Attorney



**SOURCE OF ADDITIONAL INFORMATION:**

Police Department

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▣ Memo	Backup Material
▣ Resolution 299-19	Resolution



# CAPE CORAL POLICE DEPARTMENT

Office of the Chief of Police

TO: Mayor Coviello and Council Members

FROM: John Szerlag, City Manager  
David Newlan, Chief of Police

DATE: September 5, 2019

SUBJECT: Accelerated Learning Solutions School Resource Officer Agreement Amendment

## Background

On July 29, 2019, Resolution 249-19 was approved by City Council to enter into a contract with Accelerated Learning Solutions for the provision of a School Resource Officer (SRO) at North Nicholas High School.

North Nicholas High School is open 50 hours per week since they have two separate sessions per day for their students, which creates an overtime issue for the SRO. Because of this, the hours the SRO works at North Nicholas will need to be adjusted to include overtime costs. This was not addressed in Resolution 249-19.

## Recommendation

This memo serves as a recommendation to approve Resolution 299-19 Amendment 1 between the City of Cape Coral and Accelerated Learning Solutions, Inc. This Resolution will provide for School Resource Officer coverage while school is in session including, but not limited to, the school's evening hours.

## Funding

Accelerated Learning Solutions agrees to contribute \$13,722 plus overtime to the City toward the cost of a School Resource Officer assigned to the school when the school is in session, including evening hours. The anticipated overtime cost is \$20,488.50.

RESOLUTION 299 - 19

A RESOLUTION OF THE CAPE CORAL CITY COUNCIL APPROVING AN AGREEMENT BETWEEN ACCELERATED LEARNING SOLUTIONS, INC. AND THE CITY OF CAPE CORAL, BEING AMENDMENT #1 TO THE AGREEMENT FOR THE PROVISION OF SCHOOL RESOURCE OFFICERS AT NORTH NICHOLAS HIGH SCHOOL TO PROVIDE FOR SERVICES DURING EVENING HOURS AND THE USE AND PAYMENT OF OVERTIME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Resolution 249-19 on July 29, 2019 to enter into a contract with Accelerated Learning Solutions for the provision of School Resource Officers at North Nicholas High School; and

WHEREAS, Accelerated Learning Solutions, Inc. desires to have a school resource officer present on the campus during hours the school is in session, including evening hours; and

WHEREAS, the City of Cape Coral desires to enter into Amendment #1 to the agreement with Accelerated Learning Solutions, Inc. in order to provide a school resource officer at North Nicholas High School during the hours of operation for the protection and safety of school personnel, property, students, and visitors.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

Section 1. The City Council hereby approves Amendment #1 to the Agreement between Accelerated Learning Solutions, Inc. and the City of Cape Coral to provide a school resource officer at North Nicholas High School during the hours of operation, including evening hours, and provide for the use and payment of overtime. A copy of Amendment #1 is attached hereto as Exhibit A.

Section 2. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL AT ITS REGULAR COUNCIL SESSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

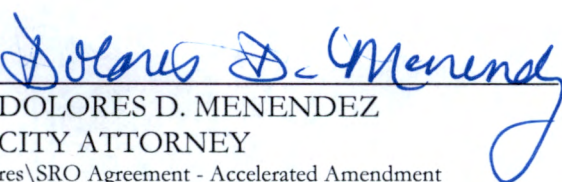
COVIELLO \_\_\_\_\_  
GUNTER \_\_\_\_\_  
CARIOSCIA \_\_\_\_\_  
STOUT \_\_\_\_\_

NELSON \_\_\_\_\_  
STOKES \_\_\_\_\_  
WILLIAMS \_\_\_\_\_  
COSDEN \_\_\_\_\_

ATTESTED TO AND FILED IN MY OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
KIMBERLY BRUNS, CMC  
CITY CLERK

APPROVED AS TO FORM:

  
DOLORES D. MENENDEZ  
CITY ATTORNEY  
res\SRO Agreement - Accelerated Amendment

# EXHIBIT A

## ACCELERATED LEARNING SOLUTIONS INC.

### AMENDMENT #1

Reference is made to the Agreement entered between ACCELERATED LEARNING SOLUTIONS INC. and the CITY OF CAPE CORAL for a School Resource Officer at North Nicholas High School dated July 29, 2019.

**Amended to change:**

The agreement is hereby amended as follows:

- Article II 3. is amended as follows:

A school resource officer shall always be present on the campus when the school is in session including but not limited to the school's evening hours. The school resource officer may be temporarily reassigned by the City during emergencies.

- Article V is amended as follows:

North Nicholas High School shall pay \$13,722 plus overtime to the City toward the cost of a school resource officer assigned to the school when the school is in session. The anticipated overtime cost is \$20,488.50. Such payment shall be due and owing within 30 days of receipt of an invoice.

All other terms and conditions of the Agreement dated July 29, 2019 are incorporated herein by agreement of both contracting parties. This Amendment #1 is effective the date last signed by one of the parties below.

**FOR THE CITY OF CAPE CORAL:**

Signature: \_\_\_\_\_

Printed Name: Joe Coviello

Title: Mayor

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

**FOR ACCELERATED LEARNING  
CENTERS, INC.:**

Signature: [Signature]

Printed Name: Daruck C. Miller

Title: CEO

Date: 8/24/19

**LEGAL REVIEW**

\_\_\_\_\_  
Dolores Menendez, City Attorney

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

(SEAL)  
ATTEST:

\_\_\_\_\_  
Kimberly Bruns, CMC  
City Clerk

**Item Number: B.(9)**  
**Meeting Date: 9/16/2019**  
**Item Type: CONSENT AGENDA**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Resolution 305-19 Approve a change order to Purchase Order #51819 to Florida Department of Law Enforcement (FDLE) for law enforcement screening services in the amount of \$15,000, not to exceed budgetary limits, for required screenings as a result of Administrative Regulation (AR) 60 Background Investigation Policy, as it relates to Level 2 screening for a total purchase order of \$65,000, not to exceed budgetary limits; And authorize the City Manager or designee to execute the Purchase Orders and change orders. This procurement is governed by the City of Cape Coral Procurement Ordinance Chapter 2, Article VII, Division 1, Section 2-144(e) "Purchases from other governmental entities"; Department: Human Resources; Estimated Annual Dollar Value \$65,000; (General Fund)

**REQUESTED ACTION:**

Approve or Deny

**STRATEGIC PLAN INFO:**

1. Will this action result in a Budget Amendment? No
2. Is this a Strategic Decision?  
If Yes, Priority Goals Supported are listed below.  
If No, will it harm the intent or success of the Strategic Plan? No

**PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:**

**SUMMARY EXPLANATION AND BACKGROUND:**

1. The City of Cape Coral uses the FDLE Criminal Justice Information Services as allowed by Florida Statute(s) to assist with compliance to applicable statutes(s), pertaining to positions of special risk, and City of Cape Coral Administration Regulation #60 -Background Investigation Policy, as it relates to Level 2 screening
2. The purpose of Administration Regulation (AR) 60 is to ensure that individuals employed by the City of Cape Coral are qualified for the positions they are applying and to ensure that these individuals accurately represent their qualifications.
3. Cape Coral Police Department (CCPD) has separate hiring and background investigation criteria and is not included in this procurement.
4. In July 2018, revisions to Administrative Regulation (AR) 60 went into effect, requiring Level 2 screenings for many positions. FY18 expenses with FDLE were \$18,372 as the AR 60 changes took place the last quarter of the fiscal year.
5. Based on the amount of Level 2 screenings that must be completed in FY19, the current purchase order for \$50,000 will not suffice. If approved, a change order for \$15,000 will be issued to the current PO. The department is estimating the expenses for FY19 to be

\$65,000.

6. This request is exempt from the competitive solicitation process per City of Cape Coral Code of Ordinances Chapter 2, Article VII, Division 1, Section 2-144(e) of the Procurement Ordinance “*Purchases from other governmental entities.*”
7. This is a budgeted item
8. Funding: 125601.631399 HR Recruitment – Other Professional Services (General Fund)

**LEGAL REVIEW:**

N/A

**EXHIBITS:**

Department Memo  
Resolution 305-19

**PREPARED BY:**

Wanda                      Division- Procurement      Department- Finance  
Roop

**SOURCE OF ADDITIONAL INFORMATION:**

Lisa Sonogo, Human Resources Director

**ATTACHMENTS:**

Description	Type
□ Department Memo	Backup Material
□ Resolution 305-19	Resolution



**MEMORANDUM**

CITY OF CAPE CORAL  
HUMAN RESOURCES DEPARTMENT

TO: Victoria Bateman, Financial Services Director  
Wanda Roop, Procurement Manager

FROM: Lisa Sonego, Human Resources Director   
Dave Anderson, Talent Acquisition Manager 

DATE: September 10, 2019

SUBJECT: Purchase Order Increase for Florida Department of Law Enforcement  
(FDLE) Screening Services

---

**Background**

The City of Cape Coral uses the FDLE Criminal Justice Information Services as allowed by Florida Statute(s) to assist with compliance to applicable statutes(s), pertaining to positions of special risk, and City of Cape Coral Administration Regulation #60 - Background Investigation Policy, as it relates to Level 2 screening.

**Recommendation**

The Human Resources Department is requesting approval for a \$15,000 increase to the FDLE purchase order, bringing the total of the FY19 purchase order to \$65,000. The increase is needed due to the required screenings for the updated Administrative Regulation 60 – Background Investigation Policy and the increase in FDLE fees that went into effect January 1, 2019.

**Fund Availability**

The funds for this purchase order are available in the fiscal year 2019 account of 125601.631399, HR Recruitment - Other Professional Services.

RESOLUTION 305 - 19

A RESOLUTION OF THE CITY OF CAPE CORAL APPROVING A CHANGE ORDER TO PURCHASE ORDER #51819 TO FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR LAW ENFORCEMENT SCREENING SERVICES; AUTHORIZING THE EXECUTION OF THE CHANGE ORDER AND PURCHASE ORDER BY THE CITY MANAGER OR HIS DESIGNEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cape Coral utilizes the Florida Department of Law Enforcement (FDLE) Criminal Justice Information Services to assist with compliance with applicable statutes pertaining to positions of special risk and City of Cape Coral Administrative Regulation #60, Background Investigation Policy, as it relates to Level 2 screening; and

WHEREAS, Purchase Order #51819 was issued in the amount of \$50,000 to FDLE for law enforcement screening services; and

WHEREAS, the Human Resources Department is requesting approval of a change order in the amount of \$15,000 to the purchase order due to an increase in the number of screenings required as a result of revisions to Administrative Regulation #60, bringing the total value of Purchase Order #51819 to \$65,000 for FY2019; and

WHEREAS, the purchase of goods or services from other governmental entities are exempt from the competitive solicitation process as provided in Section 2-144(e) of the City of Cape Coral Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

Section 1. The City Council hereby approves a Change Order in the amount of \$15,000 to Purchase Order #51819 to Florida Department of Law Enforcement for law enforcement screening services, increasing the total amount of the purchase order to \$65,000, and authorizes the City Manager or his designee to execute the change order and purchase order.

Section 2. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL AT ITS REGULAR COUNCIL SESSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
JOE COVIELLO, MAYOR

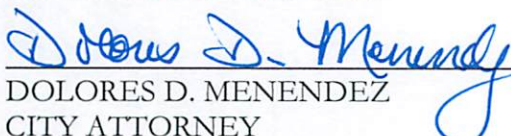
VOTE OF MAYOR AND COUNCILMEMBERS:

COVIELLO	_____	NELSON	_____
GUNTER	_____	STOKES	_____
CARIOSCIA	_____	WILLIAMS	_____
STOUT	_____	COSDEN	_____

ATTESTED TO AND FILED IN MY OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
KIMBERLY BRUNS  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DOLORES D. MENENDEZ  
CITY ATTORNEY  
res/Change Order-FL Dept of Law Enforcement



Item Number:	F.(1)
Meeting Date:	9/16/2019
Item Type:	APPOINTMENTS TO BOARDS / COMMITTEES / COMMISSIONS

**AGENDA  
REQUEST  
FORM**  
CITY OF CAPE  
CORAL



**TITLE:**

Budget Review Committee - 1 Vacancy (Alternate)

**REQUESTED ACTION:**

Appoint

**STRATEGIC PLAN INFO:**

1. Will this action result in a Budget Amendment? No
2. Is this a Strategic Decision? No
  - If Yes, Priority Goals Supported are listed below.
  - If No, will it harm the intent or success of the Strategic Plan? No

**PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:**

**SUMMARY EXPLANATION AND BACKGROUND:**

Vacancy: 1 Alternate

Expiration: Due to expire 9/30/2019; New term expiration 9/30/2020

Applicants: Three (3) Applicants: Joyce M. Easton, Patricia A. Merchant, and John J. Stevens.

Please note that Mr. Stevens is currently a member of the Audit Committee and a two-thirds vote will be required.

Advertisement: The vacancy was advertised on 8/9/2019 and 8/23/2019 in the Breeze and was posted on the City website and Facebook page.

**LEGAL REVIEW:**

**EXHIBITS:**

Joyce Mary Easton-Application

Patricia Ann Merchant-Application

John Joseph Stevens-Application

Alternate Boller-Non-Renewal Correspondence

Board Sheet

**PREPARED BY:**

Kimberly  
Bruns

Division- Managerial

Department- City Clerk's  
Department

**SOURCE OF ADDITIONAL INFORMATION:**

Kimberly Bruns  
City Clerk  
1-239-242-3243

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▣ Joyce Easton - Application	Backup Material
▣ Patricia Merchant-Application	Backup Material
▣ John Stevens-Application	Backup Material
▣ Phillip Boller-Alternate Non-Renewal Correspondence	Backup Material
▣ Board Sheet	Backup Material

RECEIVED  
AUG 29 2019  
CITY OF CAPE CORAL  
CITY CLERK'S OFFICE

CITY OF CAPE CORAL  
APPOINTMENT INFORMATION FORM

Initials: JE

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

YOU ARE RESPONSIBLE TO KEEP THE INFORMATION ON THIS FORM CURRENT. APPLICATIONS WILL BE RETAINED IN THE CLERK'S OFFICE IN ACCORDANCE WITH STATE RECORDS RETENTION LAWS.

Please Type, if possible (or print clearly)

Date: 8/29/19

Name: Easton Joyce Mary  
(Last) (First) (Middle)

E-mail address: joyce-easton@yahoo.com

Address: (H) 1017 NW 3<sup>RD</sup> Place Zip Code 33993  
(O) \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone: (H) (239) 573-6913 (O) \_\_\_\_\_ (C) \_\_\_\_\_

Occupation: Retired

Employer: \_\_\_\_\_ Position: \_\_\_\_\_ How Long: \_\_\_\_\_

Education: Highest education level achieved and institutions attended:

Name & Location	Dates Attended	Degrees Earned
<u>Patapsco Senior High Balt MD</u>	<u>1966-1968</u>	<u>High School Diploma</u>
<u>Essex Community College "</u>	<u>1980</u>	<u>Completed courses in</u>
		<u>Computer programming</u>

Have you ever held a professional or business license or certificate?

Yes \_\_\_\_\_ No ☒

If "Yes", please provide the title, issue date and issuing authority.

License/Certificate Title	Issue Date	Issuing Authority

Board(s) /Commission(s) for which you are applying:

Budget Review Committee Alternate

1. Are you a U.S. Citizen? Yes ☒ No \_\_\_\_\_

2. Are you a Cape Coral Resident? Yes ☒ No \_\_\_\_\_

3. Are you currently serving on a City Board(s)? Yes \_\_\_\_\_ No ☒

If yes, which Board(s) and since when?

4. Have you ever served on a City Board(s)? Yes \_\_\_\_\_ No ☒

If yes, which Board(s) and when?

5. Are you currently serving on a Board, Authority, or Commission for another governmental agency?

Yes \_\_\_\_\_ No ☒ If yes, what Board, etc. and since when?

Work Experience:

1998-2004 - Served as an elected official in Shrewsbury Township in PA. In that capacity was responsible for preparing and managing the budget as well as other duties as an elected official.

Community Involvement:

Volunteered for eight years in the City Manager's office, facilitating the Citizen's Academy.

Interests/Activities:

Reading, music, politics

Why do you desire to serve on this/these Board(s)?

Having worked with every City department during the Citizen's Academy, I believe I have insight to the needs of each department, and can apply that knowledge to reviewing the city budget.

How did you learn about the vacancy? ☐ Cape Coral Website ☒ Newspaper ☐ Facebook ☐ Word of Mouth

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

Florida law requires that members of certain Boards file a financial disclosure form. Would you be willing to file a financial disclosure form? Yes ☒ No ☐

The City of Cape Coral Code of Ordinances, Section 2-60 has a limitation on offices held; however, this can be waived by a two-thirds (2/3) vote of City Council. If you are already serving on a Board, Authority, or Commission for the City of Cape Coral or for another governmental agency, you would have to be approved by a two-thirds (2/3) vote.

The City of Cape Coral Code of Ordinances, Section 2-57 states that an applicant for membership on a board, committee, or commission or a sitting member of those bodies shall not have any delinquent accounts with the City of Cape Coral at the time of appointment.

I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s).

Signature

Joyce Easton

Date

8/29/19

If you have any questions, please call the office of the City Clerk at (239) 574-0411. Return this form to:

City of Cape Coral, City Clerk's Office, P.O. Box 150027, Cape Coral, Florida 33915-0027

FOR OFFICIAL USE ONLY

Interviewed:

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

Yes \_\_\_\_\_

No \_\_\_\_\_

Council Action:

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

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CITY OF CAPE CORAL  
APPOINTMENT INFORMATION FORMInitials: pm

AUG 14 2019

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

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Please Type, if possible (or print clearly)

Date: 8/13/19

Name: MERCHANT PATRICIA ANN  
(Last) (First) (Middle)

E-mail address: patmarch@comcast.netAddress: (H) 1313 NE 6<sup>th</sup> Ph. C.C. Zip Code 33909

(O) \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (C) 717-201-4507Occupation: RETIRED, PART TIME MATH INSTRUCTOREmployer: MATHNASIUM Position: INSTRUCTOR How Long: 9 MONTHS

Education: Highest education level achieved and institutions attended:

Name &amp; Location

Dates Attended

Degrees Earned

ROBERT MORRIS U. - 1988 BA - ACCOUNTING

Have you ever held a professional or business license or certificate?

Yes \_\_\_\_\_ No ☒

If "Yes", please provide the title, issue date and issuing authority.

License/Certificate Title

Issue Date

Issuing Authority

Board(s) / Commission(s) for which you are applying:

BUDGET REVIEW COMM.

1. Are you a U.S. Citizen?

Yes ☒ No \_\_\_\_\_

2. Are you a Cape Coral Resident?

Yes ☒ No \_\_\_\_\_3. Are you currently serving on a City Board(s)?Yes \_\_\_\_\_ No ☒

If yes, which Board(s) and since when?

4. Have you ever served on a City Board(s)?

Yes \_\_\_\_\_ No ☒

If yes, which Board(s) and when?

5. Are you currently serving on a Board, Authority, or Commission for another governmental agency?Yes \_\_\_\_\_ No ☒ If yes, what Board, etc. and since when?CITY OF CAPE CORAL  
CITY CLERK'S OFFICE

AUG 19 2019

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Work Experience:

PROGRAM DIRECTOR - ACCOUNTING SERVICES  
2001-2010  
SEE ATTACHED RESUME

Community Involvement:

TREASURER - C.C. KIWANIS

Interests/Activities:

CHURCH, CARDS

Why do you desire to serve on this/these Board(s)?

TO BE INVOLVED & ASSIST C.C.

How did you learn about the vacancy? ☐ Cape Coral Website ☒ Newspaper ☐ Facebook ☐ Word of Mouth

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

Florida law requires that members of certain Boards file a financial disclosure form. Would you be willing to file a financial disclosure form? Yes ☒ No ☐

The City of Cape Coral Code of Ordinances, Section 2-60 has a limitation on offices held; however, this can be waived by a two-thirds (2/3) vote of City Council. If you are already serving on a Board, Authority, or Commission for the City of Cape Coral or for another governmental agency, you would have to be approved by a two-thirds (2/3) vote.

The City of Cape Coral Code of Ordinances, Section 2-57 states that an applicant for membership on a board, committee, or commission or a sitting member of those bodies shall not have any delinquent accounts with the City of Cape Coral at the time of appointment.

I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s).

Patricia Ann Merchant  
Signature

8/13/19  
Date

If you have any questions, please call the office of the City Clerk at (239) 574-0411. Return this form to:

City of Cape Coral, City Clerk's Office, P.O. Box 150027, Cape Coral, Florida 33915-0027

FOR OFFICIAL USE ONLY

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

Yes \_\_\_\_\_ No \_\_\_\_\_

Council Action: Date: \_\_\_\_\_

Patricia A Merchant  
1313 NE 6<sup>th</sup> Place  
Cape Coral, FL 33909

#### EDUCATION

Robert Morris University  
Pittsburgh, PA  
Bachelor Arts- Major Accounting

#### EXPERIENCE

Lancaster Lebanon IU 13 - *PA. EDUCATIONAL SERVICE AGENCY*  
Lancaster, PA  
2001-2010

Program Director-Accounting Services  
Supervised Accounts Payable, Payroll for 5 years, Cash Management, Access  
Billings Services and Accounts Receivable

2010-2013

Contracted Accounting Services as a Consultant for Cash Management, Finance  
and Treasurer Reporting

2013-2016

Part-time Care Older Resident in Community

Dec 2016 Moved to Cape Coral, FL

Dec 2018-current

Mathnasium

Cape Coral, PA

Part-time instructor of students grades 1-12



# EXEMPT

Per Section 119.071 of the  
State Statutes, certain  
information on this  
application must be  
redacted.



**CITY OF CAPE CORAL  
APPOINTMENT INFORMATION FORM**

**RECEIVED**

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**YOU ARE RESPONSIBLE TO KEEP THE INFORMATION ON THIS FORM CURRENT. APPLICATIONS WILL BE RETAINED IN THE CLERK'S OFFICE IN ACCORDANCE WITH STATE RECORDS RETENTION LAWS.**

Please Type, if possible (or print clearly)

Date: August 8, 2019

Name: Stevens John Joseph  
(Last) (First) (Middle)

E-mail address: jstevens.ccac@gmail.com

Address: (l \_\_\_\_\_

( \_\_\_\_\_

Phone: (H \_\_\_\_\_

Occupation: Retired

Employer: \_\_\_\_\_ Position: \_\_\_\_\_ How Long: \_\_\_\_\_

Education: Highest education level achieved and institutions attended:

Name & Location	Dates Attended	Degrees Earned
University of Scranton, Scranton, PA	1974 - 1978	BS Accounting

Have you ever held a professional or business license or certificate?

Yes ☐ No ☒

If "Yes", please provide the title, issue date and issuing authority.

License/Certificate Title	Issue Date	Issuing Authority

Board(s) /Commission(s) for which you are applying:  
Budget Review Committee

1. Are you a U.S. Citizen? Yes ☒ No ☐

2. Are you a Cape Coral Resident? Yes ☒ No ☐

3. Are you currently serving on a City Board(s)? Yes ☒ No ☐

If yes, which Board(s) and since when?

Audit Committee

4. Have you ever served on a City Board(s)? Yes ☒ No ☐

If yes, which Board(s) and when?

Audit Committee (currently serving)

5. Are you currently serving on a Board, Authority, or Commission for another governmental agency?

Yes ☐ No ☒ If yes, what Board, etc. and since when?

Work Experience:

1978 - 1983: US Dept of Housing & Urban Dev (HUD) - Internal auditor for HUD Inspector General  
1983 - 2016: IRS - various senior level positions including: Assistant Chief Accounting for Mid-Atlantic Region; Senior Auditor in Charge for IRS Cybersecurity & Physical Security; Program Manager for the IRS Annual Financial Statement Audit (an audit of \$3.2 trillion in revenue)

Community Involvement:

Cape Coral Citizens Academy, Cape Coral EOC CERT Volunteer, Treasurer for Cape Coral New Resident Club, Vice Chair for Cape Coral Audit Committee

Interests/Activities:

Pickleball, boating, biking, and enjoying paradise

Why do you desire to serve on this/these Board(s)?

As a retired civil servant, I want to continue my civic responsibility by volunteering for this committee

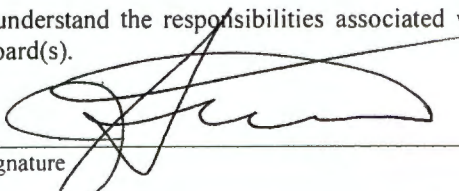
**A resume or separate sheet with additional information may be included.**

Florida law requires that members of certain Boards file a financial disclosure form. Would you be willing to file a financial disclosure form? Yes ☒ No ☐

The City of Cape Coral Code of Ordinances, Section 2-60 has a limitation on offices held; however, this can be waived by a two-thirds (2/3) vote of City Council. If you are already serving on a Board, Authority, or Commission for the City of Cape Coral or for another governmental agency, you would have to be approved by a two-thirds (2/3) vote.

The City of Cape Coral Code of Ordinances, Section 2-57 states that an applicant for membership on a board, committee, or commission or a sitting member of those bodies shall not have any delinquent accounts with the City of Cape Coral at the time of appointment.

I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s).

Signature 

Date 8/8/19

If you have any questions, please call the office of the City Clerk at (239) 574-0411. Return this form to:

**City of Cape Coral, City Clerk's Office, P.O. Box 150027, Cape Coral, Florida 33915-0027**

FOR OFFICIAL USE ONLY

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

Yes \_\_\_\_\_ No \_\_\_\_\_

Council Action: Date: \_\_\_\_\_

## Betty Castillo

---

**From:** boller1970@aol.com  
**Sent:** Friday, July 26, 2019 2:06 PM  
**To:** Betty Castillo  
**Subject:** [EXTERNAL] - Fwd: BRC Term Expiration  
**Attachments:** Board\_Application.pdf; EXEMPT PERSONAL INFO REQUEST FORM - FILLABLE PDF.pdf

**Caution – This email originated from outside of our organization. Please do not open any attachments or click on any links from unknown sources or unexpected email.**

---

Ms Castillo,

Due to personnel health problems within my family, I will not be seeking reappointment to this Committee at this time.

Philip Boller

---

From: bcastillo@capecoral.net  
To: Boller1970@aol.com  
Sent: 7/26/2019 9:04:30 AM Eastern Standard Time  
Subject: BRC Term Expiration

Dear Mr. Boller,

Your term on the Budget Review Committee expires on **September 30, 2019**. If you are interested in being considered for reappointment, please fill out the attached application and return it to me by noon on **Friday, August 30, 2019**. Ads will appear in the Breeze for any openings on this board through the month of August, as well as on our website and Facebook.

The interview will be held on **Monday, September 16, 2019, at 4:30 p.m. in Council Chambers** located at 1015 Cultural Park Boulevard. Board appointments will be made by City Council at their weekly meeting. When you arrive at this meeting, please let the City Clerk know that you are present. If you cannot attend, please send me an email which I will forward to the City Clerk for her information at the Council meeting.

I have also attached a request for confidentiality of personal information from public record. If you fit one of the categories, please fill it out and return it to us ASAP. If your information is exempt, that part of the application will be redacted. All applications are backup to the agenda item for the Council meeting. If it does not apply to you, please let me know by email.

Please feel free to e-mail or call me should you have any questions.

**Betty Castillo**

Recording Secretary

Cape Coral City Clerk's Office

P.O. Box 150027

Cape Coral, FL 33915

Phone: 239.574.0743

Internal Extension: 4743

Fax: 239.242.5344

**Note:** Florida has a very broad public records law. Most written communications to or from city staff regarding city business are considered to be public records and will be made available to the public and the media upon request. Therefore, your email message may be subject to public disclosure. Also, under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

# CITY OF CAPE CORAL - BOARDS AND COMMISSIONS

## BUDGET REVIEW COMMITTEE

BOARD INFO	MEMBERS	PHONE NUMBERS E-MAIL	INITIAL APPOINT	LAST REAPPOINT	TERM EXPIRES
<p>Established by Resolutions 05-12 Alternate established by Resolution 99-15</p> <p>7 Members, 3 year renewal <b>(5 Quorum)</b> 1 Alternate, 1 year renewal Presiding Officers shall preside for 1 year.</p> <p>Meets: 2nd Mon./Month Conf. Rm 220 at @ 9:00 A.M.</p> <p>A majority of Committee shall constitute a quorum for the transaction of business. No official action shall be taken without the concurring vote of a majority of all.</p> <p>Qualifications: All members shall be residents of Cape Coral and Citizens of the United States and possess an established financial background.</p> <p>Financial Disclosure Required: No.</p> <p>Council Liaison: John Gunter (x4436 / x4437) (6/10/19 Appointed @ Council Mtg)</p> <p>Council voted to add 1 alternate on 7/20/2015</p> <p>Recording Secretary: Betty Castillo (239) 574-0743 or Ext. 4743</p>	Michael Botkin 618 NW 3rd Street Cape Coral, FL 33993	937-602-7552 mbotkin1@woh.rr.com	1/8/2018	9/24/2018	9/30/2021
	<b>VICE CHAIR</b>				
	Gary Eidson 253 Bayshore Drive Cape Coral, FL 33904	239-825-5216 48Fleetmaster@gmail.com	1/8/2018	7/30/2018	9/30/2020
	Joanne Gruber 4615 SW 25th Place Cape Coral, FL 33914	239-984-2180 214-435-3167 gruber.j@att.net	9/24/2018		9/30/2021
	Tom Hayden 610 SE 16th Street Cape Coral, FL 33990	770-5338 tomhayden9@gmail.com			9/30/2021
	Beatrice Jacquet-Castor 226 SE 15th Street Cape Coral, FL 33990	239-878-5898 Jacquet.b@live.ca	1/8/2018		9/30/2020
	William Osborn 1007 NW 7th Place Cape Coral, FL 33993	217-358-0737 bill_osborn@hotmail.com	9/18/2017	1/8/2018 (reg.)	9/30/2020
	<b>CHAIR</b>				
	George Starnar 1084 Winding Pines Circle #103 Cape Coral, FL 33909	239-989-7400 (c) gwstarnar@gmail.com	6/6/2016	9/18/2017	9/30/2020
	<b>ALTERNATE</b>				
	Philip Boller 4258 Coronado Parkway Cape Coral, FL 33904	239-542-2428 Boller1970@aol.com	9/24/2018		9/30/2019



<b>Item Number:</b>	<b>F.(2)</b>
<b>Meeting Date:</b>	<b>9/16/2019</b>
<b>Item Type:</b>	<b>APPOINTMENTS TO BOARDS / COMMITTEES / COMMISSIONS</b>

**AGENDA  
REQUEST  
FORM**  
CITY OF CAPE  
CORAL



**TITLE:**

Construction Regulation Board - 4 Vacancies

**REQUESTED ACTION:**

Appoint

**STRATEGIC PLAN INFO:**

1. Will this action result in a Budget Amendment? No
2. Is this a Strategic Decision? No
  - If Yes, Priority Goals Supported are listed below.
  - If No, will it harm the intent or success of the Strategic Plan? No

**PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:**

**SUMMARY EXPLANATION AND BACKGROUND:**

Vacancy: 4 Vacancies - (1) Category (d) for Licensed Plumbing Contractor; (1) Category (e) for Class A Air-Conditioning Contractor; (1) Category (f) Licensed Pool Contractor; and (1) Category (g) Roofing Contractor

Action Item #1:

(e) Class A Air-Conditioning Contractor

Applicants:

1. Adrian Costa
2. Paul Prince (re-appointment)

(e) Class A Air-Conditioning Advertisement: The vacancies were advertised on 8/9/2019 and 8/23/2019 in the Breeze and were posted on the City website and Facebook page. The Clerk's Office reached out to Bill Johnson, Jr. with the Cape Coral Construction Industry Association (CCCCIA).

Action Item #2: The Board's composition shall, whenever possible, include the following:

(d) Licensed Plumbing Contractor expired 7/31/2019

Applicant:

1. Adrian Costa

(d) Licensed Plumbing Contract Advertisement: The vacancy was advertised on 5/18/18, 6/8/18, 7/13/18, 8/17/18, 9/21/18, 10/26/18, 1/25/19, 3/1/19, 4/5/19, 6/7/19, 7/5/19, 7/19/19, 8/9/2019 and 8/23/2019 in the Breeze and were posted on the City website and Facebook page. The Clerk's Office

reached out to Bill Johnson, Jr. with the Cape Coral Construction Industry Association (CCCCIA).

The Clerk's office will continue to pursue applications for (f) and (g). As of September 5, 2019, no applications were received for categories (f) and (g).

(f) Licensed Pool Contractor due to expire 9/30/2019

(g) Roofing Contractor due to expire 1/9/2021

## **LEGAL REVIEW:**

## **EXHIBITS:**

Adrian Costa Application

Paul Prince Application

Kevin Shedd Resignation

Board Sheet

## **PREPARED BY:**

Kimberly  
Bruns

Division- Managerial

Department- City Clerk's  
Department

## **SOURCE OF ADDITIONAL INFORMATION:**

Kimberly Bruns

City Clerk

1-239-242-3243

## **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▣ Adrian Costa Application	Backup Material
▣ Paul Prince Application	Backup Material
▣ Kevin Shedd Resignation	Backup Material
▣ 2-120.4 Board Composition and Appointments	Backup Material
▣ Board Sheet	Backup Material

# EXEMPT

Per Section 119.071 of the  
State Statutes, certain  
information on this  
application must be  
redacted.



AUG 22 2019

CITY OF CAPE CORAL  
APPOINTMENT INFORMATION FORMInitials: AKCITY OF CAPE CORAL  
CLERK'S OFFICE

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

YOU ARE RESPONSIBLE TO KEEP THE INFORMATION ON THIS FORM CURRENT. APPLICATIONS WILL BE RETAINED IN THE CLERK'S OFFICE IN ACCORDANCE WITH STATE RECORDS RETENTION LAWS.

Please Type, if possible (or print clearly)

Date: 8-12-19

Name: Costa Adrian Christopher  
(Last) (First) (Middle)

E-mail address: Adrian@costa8481.com

Address: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Occupation: H.V.A.C. Distributor for deodorizer & sanitizing productsEmployer: Costa Mechanical Position: Owner How Long: \_\_\_\_\_

Education: Highest education level achieved and institutions attended:

Name & Location	Dates Attended	Degrees Earned
<u>American Senior HS.</u>	<u>92-93</u>	<u>HS.</u>

Have you ever held a professional or business license or certificate?

Yes ☒ No ☐

If "Yes", please provide the title, issue date and issuing authority.

License/Certificate Title	Issue Date	Issuing Authority
<u>Tobacco Licence</u>	<u>2017</u>	
<u>Permit for mechanic shop &amp; auto part</u>	<u>2000</u>	

Board(s) /Commission(s) for which you are applying:

Licensing Construction Reg. Board H.V.A.C. and plumbing1. Are you a U.S. Citizen? Yes ☒ No ☐2. Are you a Cape Coral Resident? Yes ☒ No ☐3. Are you currently serving on a City Board(s)? Yes ☐ No ☒

If yes, which Board(s) and since when?

4. Have you ever served on a City Board(s)? Yes ☐ No ☒

If yes, which Board(s) and when?

5. Are you currently serving on a Board, Authority, or Commission for another governmental agency?Yes ☐ No ☒ If yes, what Board, etc. and since when?

Work Experience:

Hvac contractors. 10 years +

Community Involvement:

American military vet foundation  
very involved with all first responder comm. activities.

Interests/Activities:

Why do you desire to serve on this/these Board(s)?

I strongly feel that theres a very bad problem  
with unlicensed contracting. Also license contractors  
not doing the right thing. I feel board needs someone  
to show up next

How did you learn about the vacancy? ☐ Cape Coral Website ☐ Newspaper ☐ Facebook ☒ Word of Mouth

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

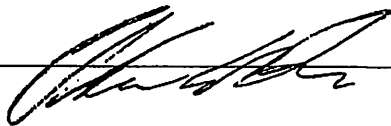
Florida law requires that members of certain Boards file a financial disclosure form. Would you be willing to file a financial disclosure form? Yes ☐ No ☐

The City of Cape Coral Code of Ordinances, Section 2-60 has a limitation on offices held; however, this can be waived by a two-thirds (2/3) vote of City Council. If you are already serving on a Board, Authority, or Commission for the City of Cape Coral or for another governmental agency, you would have to be approved by a two-thirds (2/3) vote.

The City of Cape Coral Code of Ordinances, Section 2-57 states that an applicant for membership on a board, committee, or commission or a sitting member of those bodies shall not have any delinquent accounts with the City of Cape Coral at the time of appointment.

I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s).

Signature



Date

8/14/2019

If you have any questions, please call the office of the City Clerk at (239) 574-0411. Return this form to:

**City of Cape Coral, City Clerk's Office, P.O. Box 150027, Cape Coral, Florida 33915-0027**

FOR OFFICIAL USE ONLY

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

Yes ☐ No ☐

Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

CITY OF CAPE CORAL  
APPOINTMENT INFORMATION FORM

AUG 20 2019

Initials: PS

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CITY OF CAPE CORAL  
CITY CLERK'S OFFICE

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Please Type, if possible (or print clearly)

Date: Aug 20 2019

Name: Prince Paul Sherman  
(Last) (First) (Middle)

E-mail address: Paul ShermanPrince@gmail.com

Address: (H) 1318 SE 43<sup>rd</sup> Ter Cape Coral FL Zip Code 33904  
(O) N/A Zip Code N/A

Phone: (H) (239) 233-2168 (O) (239) 443-8768 (C) N/A

Occupation: \_\_\_\_\_

Employer: Youngs Electrical Contractors Position: Service Tech How Long: 10 yrs

Education: Highest education level achieved and institutions attended:

Name & Location	Dates Attended	Degrees Earned
<u>Mariner High School</u>	<u>93-97</u>	<u>Diploma</u>

Have you ever held a professional or business license or certificate?

Yes \_\_\_\_\_ No X

If "Yes", please provide the title, issue date and issuing authority.

License/Certificate Title	Issue Date	Issuing Authority

Board(s) /Commission(s) for which you are applying:

Construction Regulation Board1. Are you a U.S. Citizen? Yes X No \_\_\_\_\_2. Are you a Cape Coral Resident? Yes X No \_\_\_\_\_3. Are you currently serving on a City Board(s)? Yes X No \_\_\_\_\_

If yes, which Board(s) and since when?

4. Have you ever served on a City Board(s)? Yes X No \_\_\_\_\_

If yes, which Board(s) and when?

Construction Regulation Board / Currently a Board member

5. Are you currently serving on a Board, Authority, or Commission for another governmental agency?

Yes X No X If yes, what Board, etc. and since when?

Work Experience:

Been in the Construction Field as an Electrician  
Since 1997

Community Involvement:

President Cape Coral Civic Association Since 2017  
Been on the Board of Civil Since 08  
Been an Active Member of CERT Since 2010

Interests/Activities:

Fishing, Building Custom Vehicles, Gardening both Butterfly/Invasive  
and Food gardens.

Why do you desire to serve on this/these Board(s)?

~~Being~~ Being in the Construction Industry for over 20 yrs  
~~Building Custom Cars~~ I enjoy helping the city in this field

How did you learn about the vacancy? ☐ Cape Coral Website ☐ Newspaper ☐ Facebook ☐ Word of Mouth

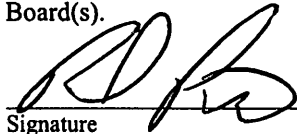
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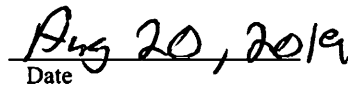
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Date

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FOR OFFICIAL USE ONLY

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

Yes \_\_\_\_\_ No \_\_\_\_\_

Council Action: Date: \_\_\_\_\_

## Betty Castillo

---

**From:** Kevin Shedd  
**Sent:** Monday, August 19, 2019 6:56 PM  
**To:** Betty Castillo  
**Subject:** Re: Letter of Resignation

Effective today 8/19/19

Get [Outlook for iOS](#)

---

**From:** Betty Castillo <bcastillo@capecoral.net>  
**Sent:** Monday, August 19, 2019 2:05:36 PM  
**To:** Kevin Shedd <kshedd@capecoral.net>  
**Subject:** RE: Letter of Resignation

Good afternoon Kevin,  
Please provide me with the effective date of your resignation from the CRB. It has been a pleasure working with you and the City thanks you for your volunteering services.  
I wish you the best in your new plans.

Thank you for your assistance. Please feel free to e-mail or call me should you have any questions.

***Betty Castillo***

Recording Secretary  
Cape Coral City Clerk's Office  
P.O. Box 150027  
Cape Coral, FL 33915  
Phone: 239.574.0743  
Internal Extension: 4743  
Fax: 239.242.5344

**Note:** Florida has a very broad public records law. Most written communications to or from city staff regarding city business are considered to be public records and will be made available to the public and the media upon request. Therefore, your email message may be subject to public disclosure. Also, under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**From:** Kevin Shedd <kshedd@capecoral.net>  
**Sent:** Monday, August 19, 2019 12:12 PM  
**To:** Betty Castillo <bcastillo@capecoral.net>  
**Subject:** Letter of Resignation

I am retiring from the City of Cape Coral effective 8/30/2019. My wife and I will be moving to Pennsylvania to be near our families. I enjoyed my brief term on the CRB, but at this time I need to resign my position and move on to future plans in the north.        Regards,

Kevin Shedd  
Electrical/Instrumentation Supervisor  
City Of Cape Coral  
SRO & NRO Water Production Plant  
Email: [kshedd@capecoral.net](mailto:kshedd@capecoral.net)  
Phone: (239) 242-3422  
Cell: (239) 896-4305

NOTE: Florida has a very broad public records law, and under Florida law, most written communications to or from city staff regarding city business to include your e-mail address is considered public records and will be made available to the public and the media upon request. If you do not want your email message and or your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. Additionally, this communication is intended only for the addressee. If you are not the intended recipient, do not copy, disclose, or distribute this message to anyone else. If you have received this communication in error, please contact the sender of the message to inform him or her of the error and then delete this message.

and major resurfacing. The Advisory Commission shall review and update the five year road improvement plan annually.

(b) The Advisory Commission's responsibilities shall also include reviewing and recommending facilities needs for bicyclists and pedestrians and recommending plans of action for educating bicyclists, pedestrians and motorists. The advisory commission shall review and update the comprehensive bicycle plan, the comprehensive pedestrian plan and the five year project priority list for the development of the bikeway/walkway system.

(Ord. 128-00, 1-16-2001)

(c) The Advisory Commission shall have other responsibilities and duties as are assigned by majority vote of the City Council.

(Ord. 13-86, 3-20-1986; Ord. 2-09, 2-23-2009; Ord. 2-16, 1-25-2016)

### ***DIVISION 6. CAPE CORAL CONSTRUCTION REGULATION BOARD***

#### **§ 2-120.3 Creation and purpose.**

To carry out the provisions and intent of Chapter 6 of this code, there is hereby created a Cape Coral Construction Regulation Board.

(Ord. 20-87, 4-13-1987; Ord. 70-13, 12-16-2013)

#### **§ 2-120.4 Board composition and appointments.**

(a) The Board shall consist of 12 active members, all of whom shall be residents of the city or have their principal place of business within the city.

(Ord. 32-99, 7-26-1999; Ord. 70-13, 12-16-2013)

(b) Membership shall be only after qualification as provided herein and appointment by a majority vote of City Council who shall by letter notify the member of the appointment or reappointment and effective date thereof.

(c) The Board's composition shall, whenever possible, include the following:

- (1) Two licensed contractors possessing a valid "B" certificate or higher;
- (2) One licensed architect or licensed engineer;
- (3) One licensed master electrical contractor;
- (4) One licensed master plumbing contractor;
- (5) One licensed pool contractor with "B" license or higher;
- (6) One mechanical contractor or class "A" air conditioning contractor;
- (7) One roofing contractor;
- (8) One member who is any of the above classifications; and
- (9) Three consumer representatives.

(Ord. 32-99, 7-26-1999)

(d) The consumer representative may be any resident of Cape Coral who is not, and has never been, a member or practitioner of a profession regulated by the board or a member of any closely related profession.

(e) Upon the adoption of Ordinance 70-13, the Contractors' Regulatory Board shall cease to exist. All members of the Contractors' Regulatory Board shall automatically become members of the Cape Coral Construction Regulation



Board with the same terms and expiration dates of their respective terms when appointed to the Contractors' Regulatory Board.

(Ord. 32-99, 7-26-1999; Ord. 20-87, 4-13-1987; Ord. 32-99, 7-26-1999; Ord. 70-13, 12-16-2013)

**§ 2-120.5 Terms of office, forfeiture of appointment and filling of vacancies.**

(a) All appointments to the Board shall be made for a term of two years.

(b) Board members shall forfeit their appointment as provided in § 2-58 above or as otherwise provided herein except that members may be excused from attending meetings with prior approval of the Chairperson or by the majority vote of the Board.

(c) Any vacancy on the Board shall be filled for the unexpired portion of the term in the same manner as the original appointment.

(Ord. 20-87, 4-13-1987; Ord. 70-13, 12-16-2013)

**§ 2-120.6 Organization, Board Attorney, administration and compensation.**

(a) The Board shall elect from its members a Chairperson and a Vice Chairperson who shall then serve in that capacity for one year.

(b) The City Council shall provide an attorney as legal counsel to the Board.

(c) In addition to the city provided attorney the Board may have its own attorney selected by the Board, but paid for by the city.

(d) The City Clerk shall provide clerical and administrative personnel as may reasonably be required by the Board for the proper performance of its duties.

(e) Members shall serve without compensation, but may be reimbursed for the travel, mileage and per diem expenses as may be authorized by the City Council.

(f) The Department of Community Development shall take applications for contractor licenses, send out renewal notices, and assist the Board in carrying out its functions. The Department of Community Development shall have the authority to create forms approved by the Board including but not limited to application forms, insurance proof renewals, etc.

(Ord. 20-87, 4-13-1987; Ord. 70-13, 12-16-2013)

**§ 2-120.7 Meetings, records and quorum.**

(a) The Board shall regularly convene at least once every two months, but may convene more often as the agenda demands. All regular and special meetings, hearings and records of all the Board's transactions and deliberations shall be open to the public.

(b) (1) Seven members of the Board shall constitute a quorum at any meeting, and a majority vote of those present shall be required to make any decision; however, in no case shall any decision be made with less than four concurring votes.

(2) Except that only when considering the issuance of contractors' licenses, five members shall constitute a quorum, and any decision as to whether or not a license shall be issued must be made with at least three concurring votes.

(Ord. 20-87, 4-13-1987; Ord. 32-99, 7-26-1999; Ord. 66-05, 4-18-2005; Ord. 70-13, 12-16-2013)

**CITY OF CAPE CORAL - BOARDS AND COMMISSIONS**

**CONSTRUCTION REGULATION BOARD**

<b>BOARD INFO</b>	<b>MEMBERS</b>	<b>PHONE NUMBER</b>	<b>QUAL</b>	<b>INITIAL APPOINT</b>	<b>LAST REAPPT</b>	<b>TERM EXPIRES</b>
<p>Established by Ordinances 19-87, 20-87, 39-87, 97-89, 2-92, 23-92, 50-98, 32-99, 33-00, 128-00, 37-01, 66-05, 70-13</p> <p>Resolution 88-87 established as Board of Adjustments &amp; Appeals Ordinance 70-13 changed name to Construction Regulation Board Citizen's Positions Established by Ordinance 50-98</p> <p>Twelve Members / Two Year Terms Seven Members for Quorum; Five to approve licenses. (Ord. 66-05) Presiding officers shall preside for 1 year. Meets: 4th Wed./Month in Council Chambers at 6 P.M.</p> <p>Review and approve or deny license applications along with hearing disciplinary actions and entering written decisions; also the Board serves as the Board of Adjustments &amp; Appeals.</p> <p>Qualifications: Resident of Cape Coral and Citizen of U.S. Membership shall consist, whenever possible, of the following: (a) Licensed Architect or Licensed Engineer (b) Two (2) Licensed Contractor, B Certificate or higher (c) Licensed Electrical Contractor (d) Licensed Plumbing Contractor (e) Class A Air-Conditioning Contractor (f) Licensed Pool Contractor (g) Roofing Contractor (h) One member of any of above categories (i) Three (3) Consumer Representatives who are not a member or practitioner of a profession regulated by the board or a member of any closely related profession.</p> <p>Financial Disclosure Required: No</p>	<b>Vice Chair</b> <b>Brian Rist</b>	565-7737 ( c ) 2812 SW 29th Ct Cape Coral, FL 33914	a	3/21/2016	4/2/2018	4/2/2020
	Wayne A. Moomjian	574-3213 (h) 1007 SE 12th Ct Cape Coral, FL 33990	b	7/25/2005	12/4/2017	12/31/2019
	Isaac Burgos	440-1179 (cell) 1810 SW 25th Street Cape Coral, FL 33914	b	1/9/2017	12/4/2017	12/31/2019
	Gary Colley	945-0894 (fax) 4905 Nassau Court Cape Coral, FL 33904	c	11/3/2003	12/4/2017	12/31/2019
	<b>Vacant</b>		d			7/31/2019
	Paul Prince	233-2168 (primary) 1318 SE 43rd Terrace Cape Coral, FL 33904	e	9/18/2017		9/18/2019
	Dolores Classon	910-8750 ( c ) 426 SE 18th St Cape Coral, FL 33990	f	8/17/2009	9/28/2015 9/18/2017	9/30/2019
	<b>Vacant</b>		g			1/9/2021

Updated 8/21/2019

S:\CC\Recording Secretaries\CRB (frmrlly-Contrctr Regltry Brd)\Forms\Board Sheet-2019-08-21-Construction Regulation Board .xlsx

## CITY OF CAPE CORAL - BOARDS AND COMMISSIONS

**CONSTRUCTION REGULATION BOARD**

BOARD INFO	MEMBERS	PHONE NUMBER	QUAL	INITIAL APPOINT	LAST REAPPT	TERM EXPIRES
Recording Secretary: Betty Castillo 239.574.0743 or Ext. 4743	<b>Chairman</b> <b>Matthew Sinclair</b> 221 SE 21st Ln Cape Coral, FL 33990	229-2530	h	3/24/2014	3/21/2016 4/2/2018	4/2/2020
	James 'Jim' Litterello jimmielitt@yahoo.com	EXEMPT	i	8/12/2019		8/12/2021
	Thomas Phillips 1917 SW 12th Terrace Cape Coral, FL 33991	248-396-9431 (c) 612-761-5570 (o)	i	11/28/2016	12/4/2017	12/31/2019
	William Joseph 5824 SW 1st Avenue Cape Coral, FL 33914	239 910-5312	i	12/4/2017		12/31/2019

<b>Item Number:</b>	<b>10.A.</b>
<b>Meeting Date:</b>	<b>9/16/2019</b>
<b>Item Type:</b>	<b>UNFINISHED BUSINESS</b>

**AGENDA REQUEST  
FORM**  
CITY OF CAPE CORAL



**TITLE:**

Water Quality - Update

**REQUESTED ACTION:**

**STRATEGIC PLAN INFO:**

1. Will this action result in a Budget Amendment?
2. Is this a Strategic Decision?
  - If Yes, Priority Goals Supported are listed below.
  - If No, will it harm the intent or success of the Strategic Plan?

**PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:**

**SUMMARY EXPLANATION AND BACKGROUND:**

**LEGAL REVIEW:**

**EXHIBITS:**

Water Quality Memo

**PREPARED BY:**

Division- Department-

**SOURCE OF ADDITIONAL INFORMATION:**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
<input type="checkbox"/> Water Quality Memo	Backup Material

MEMORANDUM

CITY OF CAPE CORAL  
PUBLIC WORKS DEPARTMENT

TO: John Szerlag, City Manager

FROM: Paul Clinghan, Public Works Director *PRC*  
Michael Ilczyszyn, Senior Public Works Manager *MI*  
Maya Robert, Environmental Resources Manager *MR*

DATE: September 13, 2019

SUBJECT: Lake Okeechobee Level and Release Information

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As of Friday, September 13, 2019, the weekly average flows were approximately 1,300 cfs at the Franklin Lock (S-79). The high natural flows to the river have been receding as rainfall subsided in the past couple of weeks. This past week, the US Army Corps of Engineers have resumed releases from Lake Okeechobee (812 cfs at S-77). The US Army Corps of Engineers had been withholding them since July 28, 2019; which had been helpful for the recovery of the Caloosahatchee River and estuary. As of Friday, September 13, 2019, the Lake was receiving 3,385 cfs inflows and releasing 3,972 cfs. The Lake level was 13.87 ft.

Blue Green Algae is still present in Lake Okeechobee. However, no toxins have been detected in samples taken this week in Lee County.

The Fertilizer Black-out Period per City Code began on June 1<sup>st</sup> and will continue until September 30<sup>th</sup>. Fertilizer containing nitrogen and phosphorus may not be applied during this time city-wide.

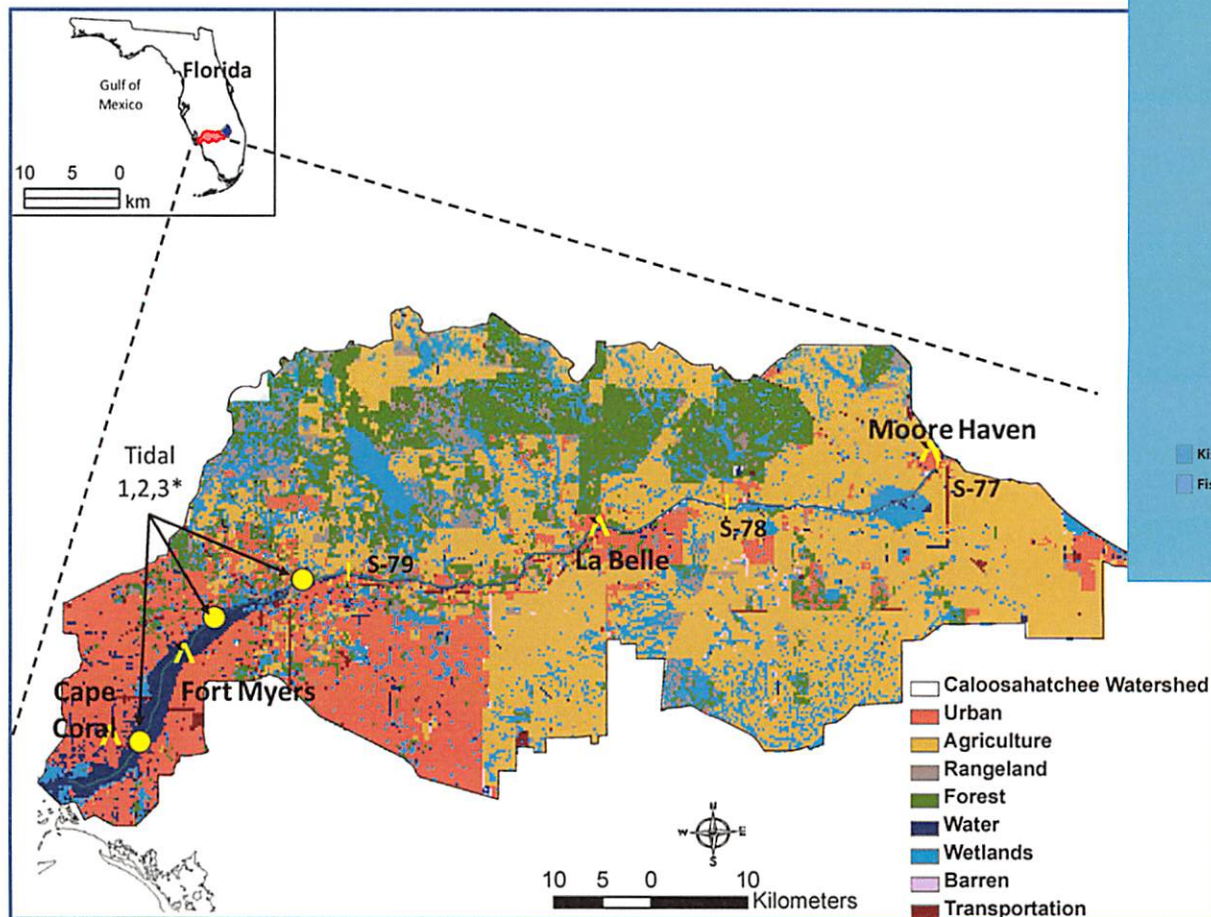
In the past month, several of our saltwater canals contain aquatic vegetation such as duckweed or water lettuce, which can have a lime green color. These are not blue green algae and are not toxic. Residents are encouraged to call 311 to report any water quality issue. A City Biologist will get in touch with them within 24 hours.

Red Tide was not detected in Lee County this week, except in background concentrations offshore Boca Grande.

Attached is a map showing drainage basins of the Lake Okeechobee and the current Lake's inflows and outflows from the USACOE.

PC/MI:mr (Weekly Lake Okeechobee Level and Release Information)  
Attachments; Lake Okeechobee drainage basins, USACOE inflows and outflows report







## Lake Okeechobee and WCAs

Daily averages for 13 September 2019

Lake Okeechobee stage: **13.87 ft**

Previous day: 13.89 ft

One week ago: 13.96 ft

(1965-2007 avg for today): 14.49 ft

Total Structure/Creek Inflows: 3385 cfs

Total Structure Outflow: 3972 cfs

Area	Stages (hover for notes)	Schedule
WCA-1	Site 1-8C: 16.57 ft 3-Station: 16.53 ft	17.23 ft
WCA-2A	Site 2-17: 12.75 ft S-11B HW: 11.59 ft	12.61 ft
WCA-3A	10.55 ft	9.68 ft



[Water Management Main Page](#)

[Status Update Archives](#)

Elevations are ft-NGVD.

Flows are average daily CFS.

Data is provisional and subject to revision.

Report generated: 13 SEP 2019 @ 08:30

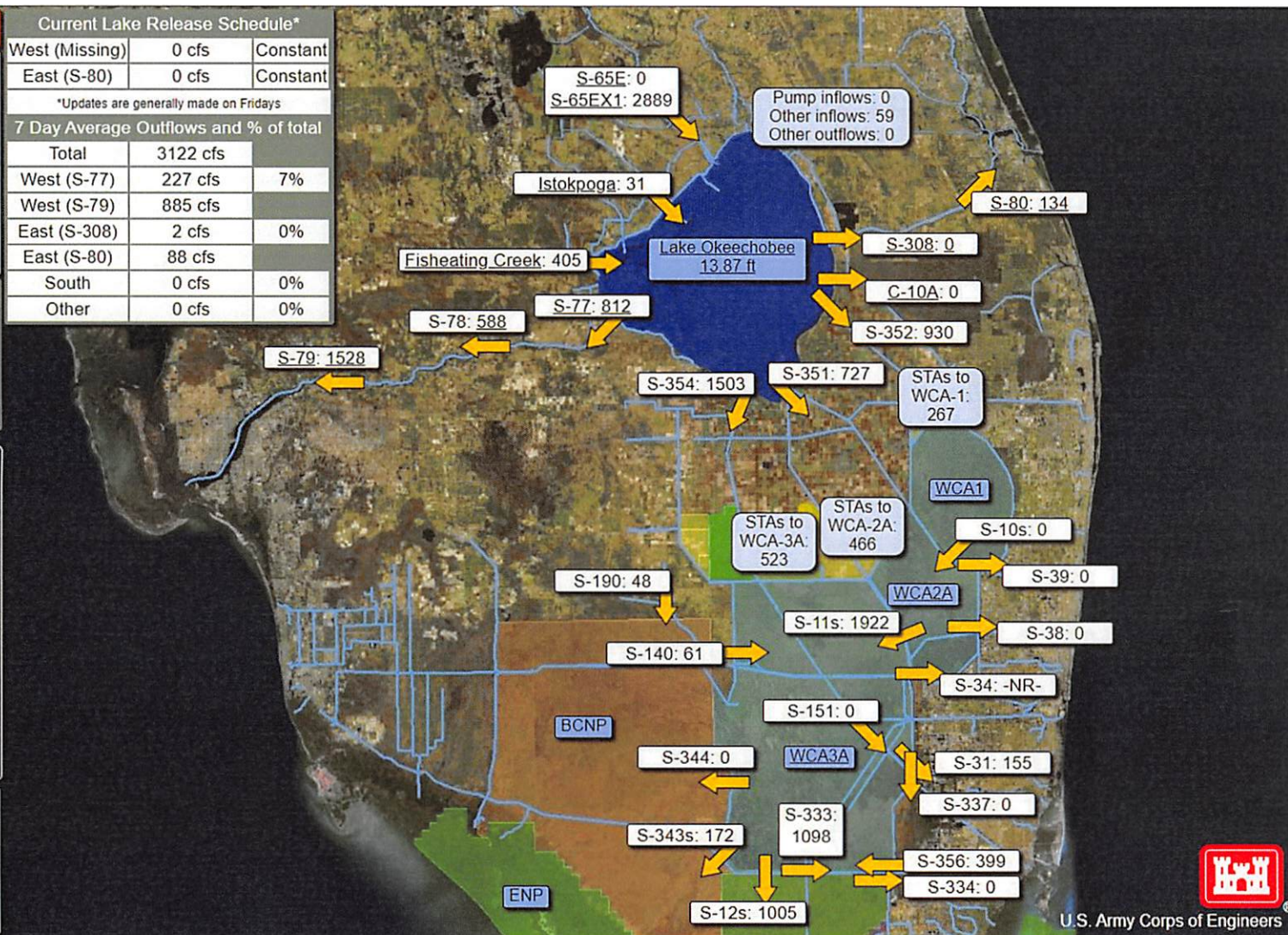
### Current Lake Release Schedule\*

West (Missing)	0 cfs	Constant
East (S-80)	0 cfs	Constant

\*Updates are generally made on Fridays

### 7 Day Average Outflows and % of total

Total	3122 cfs	
West (S-77)	227 cfs	7%
West (S-79)	885 cfs	
East (S-308)	2 cfs	0%
East (S-80)	88 cfs	
South	0 cfs	0%
Other	0 cfs	0%



U.S. Army Corps of Engineers®



**Item Number: 11.A.**  
**Meeting Date: 9/16/2019**  
**Item Type: NEW BUSINESS**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Resolution 304-19 Authorize the City Manager or Designee to enter into renewal negotiations, for the Solid Waste Collection Services (Municipal Solid Waste (MSW), Recycling, Horticulture, Bulk and White Goods), with Waste Pro. of Florida, Inc. to negotiate the terms of the additional 5-year renewal to September 30, 2025; Department: Public Works; Dollar Value: N/A; (Fund: N/A)

**REQUESTED ACTION:**

Approve or Deny

**STRATEGIC PLAN INFO:**

1. Will this action result in a Budget Amendment? No
2. Is this a Strategic Decision?  
If Yes, Priority Goals Supported are listed below.  
If No, will it harm the intent or success of the Strategic Plan?

**PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:**

**SUMMARY EXPLANATION AND BACKGROUND:**

1. The City of Cape Coral's solid waste collection contract with Waste Pro. of Florida, Inc. became effective October 1, 2010. The term of the contract was from October 1, 2010 through September 30, 2015, with an automatic 5-year renewal to September 30, 2020, with a possible additional 5-year renewal, if mutually agreed by both parties, for a possible contract until September 30, 2025.
2. Per the contract terms, an intent to extend or terminate the Agreement shall be communicated in writing by either the Contractor or the City not less than twelve (12) months prior to the expiration of the franchise period, but not more than eighteen (18) months prior to such expiration. The deadline of said communication is September 30, 2019.
3. Waste Pro has communicated with the City their desire to negotiate the additional 5-year renewal.
4. Based on research conducted of similar size entities regarding costs and their recent solicitation experience, Staff is recommending entering into negotiations with Waste Pro to renew the contract for an additional 5-year period. Municipalities who are or have recently gone through the RFP process have seen large increases in costs for removal along with, in many cases, a lower service level.
5. A cost comparison of several municipalities indicates that our current collection costs are in the lower percentile with one of the higher levels of service.
6. The City is under no obligation to renew the Agreement. Staff is requesting approval from Council to enter into negotiation with Waste Pro to negotiate the terms of the additional 5-year renewal to September 30, 2025.

7. If approved, Staff will convey to Waste Pro, in writing, an intent to terminate the Agreement, unless a mutually agreeable contract is negotiated and approved by Council.
8. If City Staff and Waste Pro cannot agree to the terms on or before December 31, 2019, Staff will terminate negotiation, notify Council and request authorization to issue a Request for Proposals (RFP) for Solid Waste Collection Services – encompassing all current services provided such as Municipal Solid Waste (MSW), Recycling, Horticulture, Bulk and White Goods

**LEGAL REVIEW:**

**EXHIBITS:**

Recommendation Memo  
Resolution 304-19

**PREPARED BY:**

Wanda                      Division- Procurement      Department- Finance  
Roop

**SOURCE OF ADDITIONAL INFORMATION:**

Paul Clinghan, Public Works Director  
Victoria Bateman, Financial Services Director

**ATTACHMENTS:**

Description	Type
▢ Resolution 304-19	Resolution
▢ Recommendation memo	Backup Material

RESOLUTION 304 - 19

A RESOLUTION OF THE CITY OF CAPE CORAL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO NEGOTIATIONS WITH WASTE PRO OF FLORIDA, INC., TO NEGOTIATE THE TERMS OF A FIVE-YEAR CONTRACT RENEWAL THROUGH SEPTEMBER 30, 2025, AND TO NOTIFY WASTE PRO OF FLORIDA, INC., OF THE CITY'S INTENT TO TERMINATE THE CONTRACT FOR SOLID WASTE COLLECTION SERVICES UNLESS MUTUALLY AGREEABLE TERMS ARE NEGOTIATED AND APPROVED BY COUNCIL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 15, 2010, the City of Cape Coral and Waste Pro of Florida, Inc., entered into a contract for Solid Waste Collection Services effective from October 1, 2010, until September 30, 2015, with an automatic 5-year renewal to September 30, 2020, and a possible additional 5-year renewal to September 30, 2025, if mutually agreed by both parties; and

WHEREAS, the Contract provides that intent to terminate the Agreement shall be communicated in writing by either the Contractor or the City not less than twelve (12) months prior to the expiration of the franchise period; and

WHEREAS, Waste Pro of Florida, Inc., has communicated to the City its desire to enter into negotiations for the final five-year contract renewal through September 30, 2025; and

WHEREAS, staff is requesting approval from City Council to enter into negotiations with Waste Pro of Florida, Inc., for the final five-year contract renewal; and

WHEREAS, staff is requesting approval from City Council to communicate to Waste Pro of Florida, Inc., in writing, the City's intent to terminate the Contract for Solid Waste Collection Services unless mutually agreeable terms are negotiated on or before December 31, 2019 and approved by adoption of an ordinance by the City Council as soon as is reasonably practicable thereafter.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

Section 1. City Council hereby authorizes the City Manager or his designee to enter into negotiations with Waste Pro of Florida, Inc., to negotiate the terms of the final five-year renewal provided for in the contract through September 30, 2025.

Section 2. City Council hereby authorizes the City Manager or his designee to communicate to Waste Pro of Florida, Inc., in writing, the City's intent to terminate the Contract for Solid Waste Collection Services unless mutually agreeable terms are negotiated on or before December 31, 2019 and approved by adoption of an ordinance by the City Council as soon as is reasonably practicable thereafter.

Section 3. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL AT ITS REGULAR COUNCIL SESSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
JOE COVIELLO, MAYOR

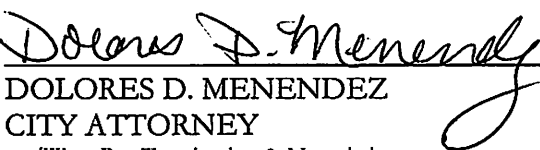
VOTE OF MAYOR AND COUNCILMEMBERS:

COVIELLO	_____	NELSON	_____
GUNTER	_____	STOKES	_____
CARIOSCIA	_____	WILLIAMS	_____
STOUT	_____	CODEN	_____

ATTESTED TO AND FILED IN MY OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2019.

\_\_\_\_\_  
KIMBERLY BRUNS  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DOLORES D. MENENDEZ  
CITY ATTORNEY  
res/WastePro-Termination & Negotiation

## MEMORANDUM

### CITY OF CAPE CORAL PUBLIC WORKS DEPARTMENT

TO: Mayor Coviello and Council Members

FROM: John Szerlag, City Manager   
Paul Clinghan, Public Works Director *PRC*  
Victoria Bateman, Financial Services Director *VB*  
Wanda Roop, Procurement Manager *WR*  
Stacy Maine, Strategic Business Analyst *sm*

DATE: September 11, 2019

SUBJECT: Solid Waste Collection Contract – Municipal Solid Waste (MSW),  
Recycling, Horticulture, Bulk and White Goods

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#### SUMMARY

City management is requesting approval from Council to negotiate with Waste Pro the terms of the additional 5-year renewal to September 30, 2025. Following the contract terms, an intent to terminate the Agreement, unless a mutually agreeable contract is negotiated and approved by Council, will be communicated in writing to Waste Pro. The City is under no obligation to renew the Agreement. If City Staff and Waste Pro cannot agree to the terms on or before December 31, 2019, Staff will terminate the negotiation, notify Council and request authorization to issue a Request for Proposals (RFP) for Solid Waste Collection Services – encompassing all current services provided such as Municipal Solid Waste (MSW), Recycling, Horticulture, Bulk and White Goods.

#### BACKGROUND

The City of Cape Coral's solid waste collection contract with Waste Pro became effective October 1, 2010 until September 30, 2015, with an automatic 5-year renewal to September 30, 2020 and a possible additional 5-year renewal to September 30, 2025.

Per the contract terms, an intent to extend or terminate the Agreement shall be communicated in writing by either the Contractor or the City not less than twelve (12) months prior to the expiration of the franchise period, but not more than eighteen (18) months prior to such expiration. Waste Pro has indicated they would like to negotiate the additional 5-year renewal to September 30, 2025. The deadline for the City's determination and notification to Waste Pro, regarding the additional 5-year renewal, is September 30, 2019.

## **CURRENT STATUS**

As a best practice, City management performed the following:

1. The City Manager selected a team comprised of the Public Works Director, Finance Director, Procurement Manager and Public Works Strategic Business Analyst to start a dialogue with Waste Pro regarding the Level of Service (LOS) and any other factors that may impact a new contract.
2. This team has been researching and analyzing data obtained from similar size Florida municipalities regarding costs and their recent solicitation experience. The research indicates that it is beneficial to negotiate with the current vendor.

As there still may be a possibility of issuing a Request for Proposal (RFP), based on the information obtained and future direction from Council, staff is requesting Council to forward any communication and/or questions from any other solid waste vendor to the Procurement Manager and refrain from discussing any items with these companies. By refraining from communication, it protects the vendor from non-compliance with the City's lobbying clause.

After conducting the negotiations, the management team will provide the required information to Council to either:

1. Approve the Contract with the current vendor - Waste Pro of Florida, Inc.
2. Issue a Request for Proposal

The Non-Compliant Bulk or Move Out Bulk procedure will be improved and strengthened separately through an Ordinance change that will not impact these negotiations.

If there are any questions, please contact Wanda Roop, Procurement Manager, at 239-574-0831 or [wroop@capecoral.net](mailto:wroop@capecoral.net).

**Item Number: 11.B.**  
**Meeting Date: 9/16/2019**  
**Item Type: NEW BUSINESS**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

ADDENDUM: Water Quality Legislative Priorities - Presented by Mayor Kevin Ruane, City of Sanibel

**REQUESTED ACTION:**

**STRATEGIC PLAN INFO:**

1. Will this action result in a Budget Amendment?
2. Is this a Strategic Decision?
  - If Yes, Priority Goals Supported are listed below.
  - If No, will it harm the intent or success of the Strategic Plan?

**PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:**

**SUMMARY EXPLANATION AND BACKGROUND:**

**LEGAL REVIEW:**

**EXHIBITS:**

**PREPARED BY:**

Division- Department-

**SOURCE OF ADDITIONAL INFORMATION:**

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Email to Council about the Addendum	Backup Material
<input type="checkbox"/> Draft Water Quality Legislative Priorities	Backup Material



## Kimberly Bruns

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**From:** Kimberly Bruns  
**Sent:** Monday, September 16, 2019 9:31 AM  
**To:** City Council  
**Cc:** John Szerlag; Directors  
**Subject:** FW: ADDENDUM FW: [EXTERNAL] - Fwd: Draft Water Quality Legislative Priorities 7-31-19 (003).docx  
**Attachments:** ATT00001.htm; Draft Water Quality Legislative Priorities 7-31-19 (003).pdf  
**Importance:** High

Mayor and Council,

Per Council Rules, I am hereby notifying you that the following item will be added to the 9/16 Regular Meeting Agenda as an addendum. See the attachment and back up email below for reference.

Thank you.

Kimberly Bruns, CMC  
City Clerk  
Cape Coral City Clerk's Office  
1-239-574-0417 PHONE #4417  
1-239-242-5344 FAX

**Note:** Florida has a very broad public records law. Most written communications to or from city staff regarding city business are considered to be public records and will be made available to the public and the media upon request. Therefore, your email message may be subject to public disclosure. Also, under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Please consider the environment before printing this email.

**From:** Pearl Taylor <ptaylor@capecoral.net> **On Behalf Of** Joe Coviello  
**Sent:** Monday, September 16, 2019 9:19 AM  
**To:** Kimberly Bruns <kbruns@capecoral.net>  
**Cc:** Connie Griglin <cgriglin@capecoral.net>  
**Subject:** ADDENDUM FW: [EXTERNAL] - Fwd: Draft Water Quality Legislative Priorities 7-31-19 (003).docx  
**Importance:** High

Kimberly,  
This is the information for the Addendum to today's meeting. The Mayor suggested New Business with a request (during changes to the agenda) to move it up. The attachment is the backup. I thought "Water Quality Legislative Priorities" could be the title, presented my Mayor Kevin Ruane, City of Sanibel. Thoughts?

Pearl

*Pearl Taylor, CAP, OM*  
*Legislative Executive Assistant to Mayor Coviello*  
*City of Cape Coral*  
*239-574-0436*  
*[www.capecoral.net](http://www.capecoral.net)*

**From:** Kevin Ruane <[Kevin.Ruane@mysanibel.com](mailto:Kevin.Ruane@mysanibel.com)>  
**Sent:** Sunday, September 15, 2019 9:01 PM  
**To:** Joe Coviello <[jcoviell@capecoral.net](mailto:jcoviell@capecoral.net)>  
**Subject:** [EXTERNAL] - Fwd: Draft Water Quality Legislative Priorities 7-31-19 (003).docx

**Caution – This email originated from outside of our organization. Please do not open any attachments or click on any links from unknown sources or unexpected email.**

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Joe

Here is the FLM legislative policies adopted by the board

Can you please make sure your city council member receive a copy as I will make references tomorrow night

Thanks

Kevin Ruane  
Mayor of Sanibel

Begin forwarded message:

**From:** Kevin Ruane <[Kevin.Ruane@mysanibel.com](mailto:Kevin.Ruane@mysanibel.com)>  
**Date:** September 15, 2019 at 7:13:46 PM EDT  
**To:** "[mayorhenderson@cityftmyers.com](mailto:mayorhenderson@cityftmyers.com)" <[mayorhenderson@cityftmyers.com](mailto:mayorhenderson@cityftmyers.com)>  
**Subject:** Fwd: Draft Water Quality Legislative Priorities 7-31-19 (003).docx

Randy

Here is the adopted water policy by the FLM board last week

If you could insure all of your city council members receive that would be fantastic

Kevin Ruane  
Mayor of Sanibel

Begin forwarded message:

**From:** Kevin Ruane <[Kevin.Ruane@mysanibel.com](mailto:Kevin.Ruane@mysanibel.com)>  
**Date:** August 8, 2019 at 4:01:31 PM EDT  
**To:** Scott Dudley <[SDudley@flcities.com](mailto:SDudley@flcities.com)>  
**Subject:** RE: Draft Water Quality Legislative Priorities 7-31-19 (003).docx

Scott

Here is the final copy of agenda

I will probably dress up this document but content will not change

Kevin B. Ruane  
Mayor City Of Sanibel

**From:** Scott Dudley <[SDudley@flcities.com](mailto:SDudley@flcities.com)>  
**Sent:** Thursday, August 8, 2019 3:38 PM  
**To:** Kevin Ruane <[Kevin.Ruane@mysanibel.com](mailto:Kevin.Ruane@mysanibel.com)>  
**Subject:** Draft Water Quality Legislative Priorities 7-31-19 (003).docx

I added two points—one each in federal and state  
Scott

## **Water Quality Legislative Priorities**

### **Federal Priorities**

- **SUPPORT FLC FEDERAL ACTION AGENDA REGARDING WATER ISSUES**
- Dedicated funding for water Quality and water supply needs
- Enhance and fully fund a water quality improvement block grants program
- Harmful Algal Bloom (HAB) research, monitoring and mitigation
  - Monitoring of human health, ecological, and economic impacts
- Federal emergency relief for commercial fishing industry impacted by HABs
- Continue moratorium on offshore oil drilling off the coast of Florida

### **State Priorities**

- **SUPPORT FLC STATE LEGISLATIVE ACTION AGENDA REGARDING WATER ISSUES**
- Continued state funding for the CERP
- Florida springs protection and funding for restoration
- State funding for septic to sewer conversion projects
- Funding for upgrading reuse water systems to improve nutrient removal efficiency
- Funding for HAB monitoring, response and mitigation efforts
  - Develop a well-defined plan for monitoring and posting waterbodies and beaches impacted by HABs
  - Human health monitoring, including air, water/beach monitoring
- Increased protection of wetlands and natural water recharge areas
- Water quality and water supply issues associated with climate change and sea level rise

### **Local Priorities**

- Maintain Home Rule – stop state preemption of local ordinances designed to protect water quality and comprehensive land use planning
- Increased protection of wetlands and natural water recharge areas
- Resiliency planning to address water quality and water supply issues associated with climate change and sea level rise